

Mayor
NELSON P.
CRABB

October 4, 2013

City
Administrator
SCOTT
FLORY

HONORABLE MAYOR & CITY COUNCIL MEMBERS:

The next meeting of the Clear Lake City Council is scheduled for Monday, **October 7, 2013**, at 6:30 p.m., in the Council Chambers, at City Hall. Please refer to the enclosed agenda for the items discussed below.

COUNCIL
MEMBERS

DANA
BRANT
Ward 1

TONY J.
NELSON
Ward 2

JIM
BOEHNKE
Ward 3

MIKE
CALLANAN
At Large

TERRY
UNSWORTH
At Large

ITEM #6A. **Parks & Recreation Dept Pick-up Truck.** The City Council allocated \$22,500 for the purchase of a replacement vehicle for the Parks & Recreation Dept. City staff solicited bids for both a Ford F-150 and a Chevy Silverado, each 2014 models. The lowest bid was submitted by Charles Gabus Ford, Des Moines, IA, (State bid) in the amount of \$18,656. A summary of the other bids received is included in the Council packet. The proposed vehicle will replace a small 2000 Ford Ranger and allow the City to remove a 1988 2-wheel drive Chevy Cheyenne (118,000 miles) from its fleet. Anticipated delivery is within 90 days from order.

ITEM #6B. **14th Ave S. Public Approach Project.** At its last meeting, the Council awarded the construction contract for the proposed project to Complete Concrete of Clear Lake, IA, in the amount of \$22,091, for the PCC paving alternative. The City has now received the partially-executed contract and bonds (performance, payment, & maintenance) and Certificate of Liability Insurance from the Contractor. All these documents have been reviewed by City staff and the Project consultant and have been determined to be in compliance with the project specifications. The Project has a completion date of November 15, 2013.

Scott Flory
City Administrator

Smart Quote: "**Experience is not what happens to a man; it is what a man does with what happens to him.**" -- Aldous Huxley, British writer



TENTATIVE AGENDA
CLEAR LAKE CITY COUNCIL
CITY HALL – 15 N. 6TH STREET
MONDAY, OCTOBER 7, 2013
CITY HALL – COUNCIL CHAMBERS
6:30 P.M.

1. Call To Order by Mayor Pro-Tem Mike Callanan.
2. Approval of Agenda.
3. Consent Agenda:
 - A. Minutes – September 16, 2013.
 - B. Approval of the bills & claims.
 - C. Licenses & Permits:
 - Liquor License: Class E Liquor License (LE), Class B Wine Permit, Class C Beer Permit with Sunday Sales, Quick Shop; Class C Beer Permit (BC), Class B Native Wine Permit with Sunday Sales, Casey's General Store #1427; Class B Wine Permit, Class C Beer Permit with Sunday Sales, j Avenue; (renewals).
 - Amusement License: D & D Ranch, (renewal).
 - Tax Abatement Application: Michael Stuver, 1005 Pine Brooke Court.
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. Purchase of a 2014 Pick-up Truck for Parks & Recreation Dept:
 - Introduction by Scott Flory, City Administrator.
 - Review of request, Randy Miller, Parks & Recreation Director.
 - **Motion** to approve purchase of 2014 pick-up truck by City Council.
 - Discussion and consideration of **Motion** by City Council.
 - B. 14th Avenue S. Public Approach Enhancement Project:
 - Review by Scott Flory, City Administrator.
 - **Motion** to approve **Resolution #13-61**, "A Resolution Approving Contract and bonds by the City Council.
 - Discussion and consideration of **Motion** by City Council.

C. Report from Clear Lake Parks & Recreation Department:

- Review by Randy Miller, Parks & Recreation Director.
- Discussion and questions by City Council.

D. North Shore Drive Street Reconstruction Project:

- Introduction by Scott Flory, City Administrator..
- Review of updated proposed preliminary plans, Jason Petersburg, P.E., Veenstra & Kimm.
- Discussion by City Council.

7. Chief of Police's Report:

8. Mayor's Report:

9. Public Works Director's Report:

- Update on S. 20th Street Intersection Reconstruction, Sidewalk, & Storm Sewer Project

10. City Administrator's Report:

- Review of responses to RFP for Citywide Strategic Sidewalk Improvement Plan.
- Vote Centers for the November 5th election.

11. City Attorney's Report:

12. Other Business:

13. Adjournment.

NEXT REGULAR MEETING – OCTOBER 21, 2013

APPLICATION FOR TAX ABATEMENT UNDER THE PINE BROOKE
URBAN REVITALIZATION PLAN FOR

CLEAR LAKE, IOWA

Date 9/30/13

Prior Approval for
Intended Improvements

Approval of Improvements
Completed

Address of Property: 1005 Pine Brooke Ct

Legal Description: -

Title Holder or Contract Buyer: Wells Fargo

Address of Owner (if different than above): _____

Phone Number (to be reached during the day): 605-370-3982

Proposed Property Use: main home

Nature of Improvements: New Construction

Specify: _____

Estimated or Actual Date of Completion: 9/25/13

Estimated or Actual Cost of Improvements: \$275,000

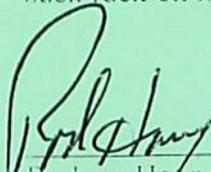
Tax Exemption Schedule is attached.

Signed: Michael [Signature]

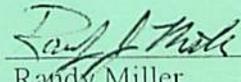
City of Clear Lake Bid Summary
2014 Pickup for Parks and Recreation dept.

Charles Gabus Ford (state bid) 2014 F 150	\$ 18,656.00
Karl Chevrolet 2014 Silverado	\$ 19,581.00
Pritchard Ford 2014 F150	\$ 20,048.00
Lake Chevrolet 2014 Silverado	\$ 20,052.00

We recommend the purchase of the 2014 Ford F 150 from Charles Gabs Ford.
In the amount of \$ 18656.00. We will also be installing Running boards, strobe light and
back rack on new truck for \$ 885.00. Total for truck and accessories is \$ 19, 541.00



Rodney Haag
Mechanic City of Clear Lake



Randy Miller
Director Clear Lake Parks and Rec
Dept.

CNGP825

Vehicle Order

09/19/13 12:04:26

==> _____
 Model Yr: 14 Body: F1C Beg Ord: 2222 No Units: 001 End Ord: _____
 Ord Type: 0 Series/PEP: 101A Engine: 99 M Trans: 44 6 Whlbase: 145
 Priority: L4 Paint: YZ Trim: CS Accent: _____ Roof: _____
 Add: B4A C09

Del: _____
 Init: _____ Cust/Flt Name: SCHOOL Ord FIN: QS039 User FIN: QS039
 PO Number: _____ Ship-to Code: _____ Additional Trailers (Y/N): _____

Dealer: F53032

Page: 1 of 2

Order No: 2222 Priority: L4 Ord FIN: QS039 Order Type: 5B Price Level: 415
 Ord PEP: 101A Cust/Flt Name: SCHOOL PO Number: _____

		RETAIL	DLR INV		RETAIL	DLR INV
F1C	F150 4X2 R/C	\$24515	\$22737.00		.CD W/ SYNC BASE	
	145" WHEELBASE				.17" GREY STEEL	
YZ	OXFORD WHITE → <i>DARK BLUE</i>			99M	3.7L V6 FFV ENG	
C	CLOTH 40/20/40	NC	NC	446	ELEC 6-SPD AUTO	NC NC
S	STEEL GRAY INT				.P235 BSW A-T	
101A	EQUIP GRP	2110	1798.00	X19	3.55 REG AXLE	NC NC
	.XL SERIES				6750# GVWR	
	.POWER EQUIP GRP					
	.XL PLUS PACKAGE					
	.CRUISE CONTROL					
	.MY KEY					
	.XL DECOR GROUP					
	.COMMUNICAT PKG					
	.SYNC SYSTEM					
	.SLCT SHFT TRANS					
	26 GAL TANK					
	FRT LICENSE BKT	NC	NC			
	SP DLR ACCT ADJ		(1033.00)			
	SP FLT ACCT CR		(323.00)			
	FUEL CHARGE		15.00			
B4A	NET INV FLT OPT	NC	7.00			
	PRICED DORA	NC	NC			
	DEST AND DELIV	1095	1095.00			
TOTAL BASE AND OPTIONS		27720	24296.00			
101A EQUIPMENT GROUP D (750)			(640.00)			
TOTAL		26970	23656.00			

TOTAL BASE AND OPTIONS 27720 24296.00
 101A EQUIPMENT GROUP D (750) (640.00)
 TOTAL *List* → 26970 23656.00
 THIS IS NOT AN INVOICE

* MORE ORDER INFO NEXT PAGE *
 F8=Next

H: Rod, we have set this truck up just like a STATE bid F-150

Clear Lake cost

\$18,656.00

Thanks wood



515-270-5526

Main: 515-270-0707
 Fax: 515-270-2162
 wood@charlesgabus.com

Mark Wood
 Fleet Manager

Prepared By:
 administrator
 Karl Chevrolet
 1101 SE Oralabor Rd
 Ankeny, IA 50021
 Phone: (515) 299-4409
 Fax: (515) 299-4420
 Email: d.rudolph@karlchevrolet.com

2014 Fleet/Non-Retail Chevrolet Silverado 1500 2WD Reg Cab 133.0" Work

WINDOW STICKER

2014 Chevrolet Silverado 1500 2WD Reg Cab 133.0" Work Truck w/1 Interior: - No color has been selected.
 4.3L/262 CID Gas/Ethanol V6 Exterior 1: - No color has been selected.
 * 6-Speed Automatic Exterior 2: - No color has been selected.

CODE	MODEL	MSRP
CC15903	2014 Chevrolet Silverado 1500 2WD Reg Cab 133.0" Work Truck w/1WT	\$23,980.00
OPTIONS		
Z85	SUSPENSION PACKAGE, HANDLING/TRAILERING	\$0.00
FE9	EMISSIONS, FEDERAL REQUIREMENTS	\$0.00
LV3	ENGINE, 4.3L V6 ECOTEC3 FLEXFUEL WITH ACTIVE FUEL MANAGEMENT, DI	\$0.00
MYC	TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED	\$0.00
C3J	GVWR, 6700 LBS. (3039 KG)	\$0.00
GU5	REAR AXLE, 3.23 RATIO	\$0.00
1WT	1WT PREFERRED EQUIPMENT GROUP	\$0.00
RBZ	TIRES, P255/70R17 ALL-SEASON, BLACKWALL	\$0.00
ZY1	PAINT, SOLID	\$0.00
GTS	BLUE TOPAZ METALLIC	\$0.00
AE7	SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, DRIVER AND FRONT	\$0.00
H2Q	JET BLACK/DARK ASH, VINYL SEAT TRIM	\$0.00
IO3	AUDIO SYSTEM, 4.2" DIAGONAL COLOR DISPLAY, AM/FM STEREO WITH USB	\$0.00
PCR	WT FLEET CONVENIENCE PACKAGE	\$610.00
DL8	MIRRORS, OUTSIDE HEATED POWER-ADJUSTABLE, BLACK	INC
A31	WINDOWS, POWER FRONT AND REAR	INC
AQQ	REMOTE KEYLESS ENTRY, WITH 2 TRANSMITTERS	INC
SUBTOTAL		\$24,590.00

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 293.0, Data updated 9/4/2013
 ©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.
 Customer File:

Prepared By:
administrator
Karl Chevrolet
1101 SE Oralabor Rd
Ankeny, IA 50021
Phone: (515) 299-4409
Fax: (515) 299-4420
Email: d.rudolph@karlchevrolet.com

2014 Fleet/Non-Retail Chevrolet Silverado 1500 2WD Reg Cab 133.0" Work

WINDOW STICKER

Advert/Adjustments	\$0.00
Destination Charge	\$995.00
TOTAL PRICE	\$25,585.00

Est City: 18.00 mpg
Est Highway: 24.00 mpg
Est Highway Cruising Range: 816.00 mi

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 293.0, Data updated 9/4/2013
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Customer File:

Prepared By:
administrator
Karl Chevrolet
1101 SE Oralabor Rd
Ankeny, IA 50021
Phone: (515) 299-4409
Fax: (515) 299-4420
Email: d.rudolph@karlchevrolet.com

2014 Fleet/Non-Retail Chevrolet Silverado 1500 2WD Reg Cab 133.0" Work

QUOTE WORKSHEET

QUOTE WORKSHEET - 2014 Fleet/Non-Retail CC15903 2WD Reg Cab 133.0" Work Truck w/1WT

MSRP	\$23,980.00
Destination Charge	\$995.00
Optional Equipment	\$610.00
Dealer Advertising	\$0.00
PRE-TAX ADJUSTMENTS:	
Gov't and Karl Discount	(\$6,004.00)
Total Pre-Tax Adjustments	(\$6,004.00)
Taxable Price	\$19,581.00
TOTAL	\$19,581.00

Customer Signature / Date

Dealer Signature / Date

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 293.0, Data updated 9/4/2013
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Customer File:



Pritchard Commercial Sales

211 State St.
Garner, IA 50438
(641) 923-2855

September 11, 2013

Mr. Haag
City of Clear Lake
Clear Lake, IA 50428

Re: The 2014 Ford F-150 XL Reg. Cab 4x2 145" WB F1C

Dear Mr. Haag,

Thank you very much for your interest in acquiring a vehicle from Pritchard Family Auto Stores. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us. We like to think that our service throughout the buying process and especially after the sale are huge factors contributing to our success during our 100 years of business. Below you will find a summary of your quoted price.

\$27,835.00	M.S.R.P.
-\$5,000.00	Government Price Concession
<u>-\$2,787.00</u>	Discount from Pritchard Family Auto Stores
\$20,048.00	City of Clear Lake Purchase Price with F.O.B. to Clear Lake Destination

This price includes a pre delivery inspection done by Pritchard Family Auto Stores, delivery to your desired location in Clear Lake, Iowa, and a full tank of fuel upon arrival. Attached you will find an unordered invoice with all of the specifications and option codes for your review. Any changes in options or equipment will affect pricing.

Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

Kelly Als
Commercial Business Development Manager
Pritchard Family Auto Stores
641.430.7980
Kelly.als@pritchards.com

==>

Dealer: F58653

2014 F-150

Page: 2 of 2

Order No: 0001 Priority: L3 Ord FIN: QD774 Order Type: 5B Price Level: 415

rd PEP: 100A Cust/Flt Name: CLEAR LAKE PO Number:

RETAIL

RETAIL

924 PRIVACY GLASS NC

942 DAY RUN LIGHTS 45

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

DEST AND DELIV 1095

TOTAL BASE AND OPTIONS 27835

TOTAL 27835

THIS IS NOT AN INVOICE

SHIP-TO: 58W653

Pritchard Auto Company

Britt, IA

F7=Prev

F3/F12=Veh Ord Menu

F1=Help

F2=Return to Order

4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC03319

Reg Cab 2x2 Long Box



Stacie Gustafson Administration Tools | My 3002 | Edit My Profile | Logout
LAKE CHEVROLET

ORDER WORKBENCH | Main > Order Vehicles > Configure a New Vehicle: Choose Options

PLAN & FORECAST ORDER VEHICLES **MANAGE INVENTORY** LOCATE VEHICLES DELIVER VEHICLES REPORTS & TOOLS

Configure a New Vehicle: Choose Options

LAKE CHEVROLET

Choose Model Choose Options Customer/Other Info View Summary

MY CONFIGURATION

2014 CHEVROLET ALL CREGLD - CC15903 - 1500 Silverado: LWB, 2WD, Reg Cab Pickup

PEG: 1WT

Distrib. Entity: FLT Fleet
Order Type: FBC-Fleet Political Subdivision

Choose the options that are available for the selected PEG, and then click "Next: Configuration Summary". Click "Cancel" to cancel the entire configuration. You can see what changes you have made to the original PEG by expanding the "Options Added and Removed" section and view the "As Configured" pricing in the "My Configuration" box.

Options Added and Removed

* indicates a required field

Select Vehicle Options

-- View Weekly Constraints Report (Retail)

RELATED LINKS

- ↑ View List of All Options and Their Detailed Descriptions
- ↑ US On-Line Order/Reference Guide

Expand / Collapse All Options

Select	Option Code	Description	MSRP	Invoice
<input checked="" type="checkbox"/> Primary Color* [GTS]				
<input type="checkbox"/>	G56	Blue Granite Metallic	\$0.00	\$0.00
<input type="checkbox"/>	GAN	Silver Ice Metallic	\$0.00	\$0.00
<input type="checkbox"/>	GAZ	Summit White	\$0.00	\$0.00
<input type="checkbox"/>	GBA	Black	\$0.00	\$0.00
<input type="checkbox"/>	GCE	Deep Ruby Metallic	\$0.00	\$0.00
<input type="checkbox"/>	GCN	Victory Red	\$0.00	\$0.00
<input checked="" type="checkbox"/>	GTS	Blue Topaz Metallic	\$0.00	\$0.00
<input type="checkbox"/>	GWX	Brownstone Metallic	\$0.00	\$0.00
<input type="checkbox"/>	GXG	Tungsten Metallic	\$0.00	\$0.00
<input checked="" type="checkbox"/> Trim* [H2R]				
<input type="checkbox"/>	H0U	Jet Black, Cloth Seat Trim	\$0.00	\$0.00
<input type="checkbox"/>	H2Q	Jet Black/Dark Ash, Vinyl Seat Trim	\$0.00	\$0.00
<input checked="" type="checkbox"/>	H2R	Jet Black/Dark Ash, Cloth Seat Trim	\$0.00	\$0.00
<input type="checkbox"/>	H2S	Jet Black/Dark Ash, Cloth Seat Trim	\$0.00	\$0.00
<input type="checkbox"/>	H2T	Cocoa/Dune, Cloth Seat Trim	\$0.00	\$0.00
<input checked="" type="checkbox"/> Body Code [E63]				
<input checked="" type="checkbox"/>	E63	Body, Pick Up Box	\$0.00	\$0.00
<input checked="" type="checkbox"/> GVWR [C3J]				
<input checked="" type="checkbox"/>	C3J	GVWR, 6700 lbs. (3039 kg)	\$0.00	\$0.00
<input type="checkbox"/>	C5U	GVWR, 6800 lbs. (3084 kg)	\$0.00	\$0.00
<input checked="" type="checkbox"/> Engine* [LV3]				
<input type="checkbox"/>	L83	Engine, 5.3L V8 EcoTec3 FlexFuel with Active Fuel Management, Direct Injection and Variable Valve Timing	\$1,095.00	\$963.60
<input checked="" type="checkbox"/>	LV3	Engine, 4.3L V6 EcoTec3 FlexFuel with Active Fuel Management, Direct Injection and Variable Valve Timing	\$0.00	\$0.00
<input checked="" type="checkbox"/> Transmission* [MYC]				
<input checked="" type="checkbox"/>	MYC	Transmission, 6-speed automatic, electronically controlled	\$0.00	\$0.00
<input checked="" type="checkbox"/> Emissions [FE9]				
<input checked="" type="checkbox"/>	FE9	Emissions, Federal requirements	\$0.00	\$0.00
<input type="checkbox"/>	NE1	Emissions, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements	\$0.00	\$0.00
<input type="checkbox"/>	YF5	Emissions, California state requirements	\$0.00	\$0.00
<input checked="" type="checkbox"/> Rear Axle [GU5]				

*Reg Cab.
2w Drive
with the long
Box.*

*Your price
20,052.00*

<input type="checkbox"/>	GU4	Rear axle, 3.08 ratio	\$0.00	\$0.00
<input checked="" type="checkbox"/>	GU5	Rear axle, 3.23 ratio	\$0.00	\$0.00
<input type="checkbox"/>	GU6	Rear axle, 3.42 ratio	\$0.00	\$0.00
<input checked="" type="checkbox"/> Suspension [Z85]				
<input type="checkbox"/>	Z71	Z71 Package, Off-Road	\$0.00	\$0.00
<input checked="" type="checkbox"/>	Z85	Suspension Package, Handling/Trailing	\$0.00	\$0.00
<input checked="" type="checkbox"/> Tires [RBZ]				
<input type="checkbox"/>	RBW	Tires, P265/65R18 all-terrain, white outlined letter	W/A	W/A
<input type="checkbox"/>	RBX	Tires, P265/65R18 all-terrain, blackwall	W/A	W/A
<input checked="" type="checkbox"/>	RBZ	Tires, P255/70R17 all-season, blackwall	\$0.00	\$0.00
<input type="checkbox"/>	RC3	Tires, P265/70R17 all-terrain, blackwall	\$200.00	\$176.00
<input type="checkbox"/>	RC5	Tires, LT265/70R17C, all-terrain, blackwall	\$395.00	\$347.60
<input type="checkbox"/>	RC7	Tires, P275/55R20 all-terrain, blackwall	\$0.00	\$0.00
<input type="checkbox"/>	RKX	Tires, P265/65R18 all-season, blackwall	\$0.00	\$0.00
<input checked="" type="checkbox"/> Wheels [RD5]				
<input type="checkbox"/>	PZX	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) bright-machined aluminum	W/A	W/A
<input type="checkbox"/>	Q5U	Wheels, 17" x 8" (43.2 cm x 20.3 cm) bright machined aluminum	\$0.00	\$0.00
<input type="checkbox"/>	RD1	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) bright-machined aluminum	\$345.00	\$303.60
<input type="checkbox"/>	RD4	Wheels, 20" x 9" (50.8 cm x 22.9 cm) polished-aluminum	\$1,195.00	\$1,051.60
<input checked="" type="checkbox"/>	RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel	\$0.00	\$0.00
<input type="checkbox"/>	RD7	Wheels, 17" x 8" (43.2 cm x 20.3 cm) stainless steel clad	\$0.00	\$0.00
<input checked="" type="checkbox"/> Radio [IO3]				
<input checked="" type="checkbox"/>	IO3	Audio system, 4.2" Diagonal Color Display, AM/FM stereo with USB ports	\$0.00	\$0.00
<input type="checkbox"/>	IO4	Chevrolet MyLink audio system, 4.2" diagonal color screen with AM/FM stereo, USB ports	\$300.00	\$264.00
<input checked="" type="checkbox"/> Seats* [AE7]				
<input checked="" type="checkbox"/>	AE7	Seats, front 40/20/40 split-bench, 3-passenger, driver and front passenger manual recline	\$0.00	\$0.00
<input type="checkbox"/>	AZ3	Seats, front 40/20/40 split-bench, 3-passenger, available in cloth or leather	\$415.00	\$365.20
<input checked="" type="checkbox"/> Paint Scheme [ZY1]				
<input checked="" type="checkbox"/>	ZY1	Paint, solid	\$0.00	\$0.00
<input checked="" type="checkbox"/> Ship- Through Codes				
<input type="checkbox"/>	A4I	Ship Thru, Produced in Ft. Wayne Assembly and shipped to Brand FX Body Company and returned to Ft. Wayne Assembly	\$0.00	\$480.00
<input type="checkbox"/>	CJD	Ship Thru, Produced in Ft. Wayne Assembly and shipped to Reading Truck Equipment, Pontiac Michigan, and Returned to Flint Assembly	\$0.00	\$410.00
<input type="checkbox"/>	TCM	Ship Thru, Produced in Ft. Wayne Assembly and shipped to Monroe Truck Equipment, Flint Michigan, and Returned to Flint Assembly	\$0.00	\$410.00
<input type="checkbox"/>	TRE	Ship Thru, Produced in Ft. Wayne Assembly and shipped to Ft. Wayne Fleet Equipment in Roanoke, IN and returned to Ft. Wayne Assembly	\$0.00	\$100.00
<input type="checkbox"/>	VDE	Ship Thru, Produced in Ft. Wayne Assembly and shipped to Knapheide Truck Equipment, Flint, MI and returned to Flint Assembly	\$0.00	\$410.00
<input type="checkbox"/>	VTT	Ship Thru, Produced in Ft. Wayne Assembly and shipped to Buckeye Truck Equipment, Columbus, OH and returned to Ft. Wayne Assembly	\$0.00	\$650.00
<input type="checkbox"/>	VWB	Ship Thru, Produced in Ft. Wayne Assembly and shipped to W A Jones, Columbia City, IN	\$0.00	\$360.00
<input type="checkbox"/>	VWH	Ship Thru, Produced in Ft. Wayne Assembly and shipped to Leggett and Platt/Masterack, Taylor, MI and returned to Flint Assembly	\$0.00	\$425.00
<input checked="" type="checkbox"/> Additional Options				
APPEARANCE PACKAGE				
<input type="checkbox"/>	WEA	Z71 Appearance Package	\$0.00	\$0.00
BUMPER FRT				
<input type="checkbox"/>	V46	Bumper, front chrome	\$0.00	\$0.00
<input checked="" type="checkbox"/>	VH6	Bumpers, front, Black	\$0.00	\$0.00
BUMPER RR				
<input checked="" type="checkbox"/>	VJG	Bumpers, rear, Black	\$0.00	\$0.00

<input type="checkbox"/>	VJH	Bumper, rear chrome	\$0.00	\$0.00
COMMUNICATION SYSTEM				
<input checked="" type="checkbox"/>	UE0	OnStar, delete	\$0.00	\$0.00
<input type="checkbox"/>	UE1	OnStar, 6 months of Directions and Connections plan	\$175.00	\$154.00
COVERING FLOOR				
<input type="checkbox"/>	B30	Floor covering, color-keyed carpeting with rubberized vinyl floor mats	\$100.00	\$88.00
<input checked="" type="checkbox"/>	BG9	Floor covering, Graphite-colored rubberized-vinyl, no floor mats included	\$0.00	\$0.00
DIGITAL AUDIO SYSTEM				
<input checked="" type="checkbox"/>	U2J	SiriusXM Satellite Radio, delete	\$0.00	\$0.00
<input type="checkbox"/>	U2M	SiriusXM Satellite Radio and HD Radio	\$195.00	\$171.60
Fleet Management Company				
<input type="checkbox"/>	R6A	ARI	\$0.00	\$0.00
<input type="checkbox"/>	R6R	Donlen Corp	\$0.00	\$0.00
<input type="checkbox"/>	R6T	Emkay	\$0.00	\$0.00
<input type="checkbox"/>	R6U	GE	\$0.00	\$0.00
<input type="checkbox"/>	R7A	Enterprise Fleet	\$0.00	\$0.00
<input type="checkbox"/>	R7G	LeasePlan	\$0.00	\$0.00
<input type="checkbox"/>	R7H	Mike Albert	\$0.00	\$0.00
<input type="checkbox"/>	R7W	PHH	\$0.00	\$0.00
<input type="checkbox"/>	R8N	Wheels	\$0.00	\$0.00
GENERATOR				
<input checked="" type="checkbox"/>	KG4	Alternator, 150 amps	\$0.00	\$0.00
HVAC SYSTEM				
<input checked="" type="checkbox"/>	C67	Air conditioning, single-zone	\$0.00	\$0.00
LOCK CONTROL, ENTRY				
<input checked="" type="checkbox"/>	AQQ	Remote Keyless Entry, with 2 transmitters	\$0.00	\$0.00
MIRROR O/S				
<input type="checkbox"/>	DF2	Mirrors, outside high-visibility vertical camper-style, Black	\$0.00	\$0.00
<input checked="" type="checkbox"/>	DL8	Mirrors, outside heated power-adjustable, black	\$0.00	\$0.00
<input type="checkbox"/>	DPN	Mirrors, outside heated power-adjustable vertical camper, manual-folding and extending, black	\$300.00	\$264.00
ONSTAR R-CODES				
<input type="checkbox"/>	R8G	OnStar 1 Additional Year of OnStar Safe and Sound Service.	\$0.00	\$199.00
<input type="checkbox"/>	R8P	OnStar 30 Additional Months of OnStar Safe and Sound Service.	\$0.00	\$429.00
<input type="checkbox"/>	R8W	OnStar 2 Additional Years of OnStar Safe and Sound Service.	\$0.00	\$359.00
<input type="checkbox"/>	R8Y	OnStar 1 Additional Year of OnStar Directions and Connections Service.	\$0.00	\$299.00
<input type="checkbox"/>	R8Z	OnStar 2 Additional Years of OnStar Directions and Connections Service.	\$0.00	\$549.00
<input type="checkbox"/>	RFG	OnStar 30 Additional Months of OnStar Directions and Connections Service.	\$0.00	\$649.00
SPEAKER SYSTEM				
<input type="checkbox"/>	UQ3	6-speaker audio system	\$0.00	\$0.00
<input checked="" type="checkbox"/>	UQ5	Audio system feature, 4-speaker system	\$0.00	\$0.00
TIRE SPARE				
<input type="checkbox"/>	RHM	Tire, spare LT265/70R17 all-terrain, blackwall	\$0.00	\$0.00
WINDOW TYPE				
<input type="checkbox"/>	AKO	Glass, deep-tinted	\$100.00	\$88.00
Other				
<input type="checkbox"/>	5JY	LPO, Soft folding tonneau cover	\$590.00	\$519.20
<input type="checkbox"/>	9L7	Upfitter switches, (4)	\$125.00	\$110.00
<input checked="" type="checkbox"/>	A31	Windows, power front and rear	\$0.00	\$0.00
<input checked="" type="checkbox"/>	A60	Tailgate, locking	\$0.00	\$0.00
<input type="checkbox"/>	AG1	Seat adjuster, driver 10-way power	\$0.00	\$0.00
<input checked="" type="checkbox"/>	AU3	Door locks, power	\$0.00	\$0.00

<input type="checkbox"/>	BTV	Remote vehicle starter system	W/A	W/A
<input type="checkbox"/>	C49	Defogger, rear-window electric	\$175.00	\$154.00
<input type="checkbox"/>	CTD	Cargo tie downs (4), movable upper	\$60.00	\$52.80
<input type="checkbox"/>	DD8	Mirror, inside rearview auto-dimming	\$0.00	\$0.00
<input type="checkbox"/>	G80	Differential, heavy-duty locking rear	\$395.00	\$347.60
<input type="checkbox"/>	JHD	Vehicle control, hill descent	\$0.00	\$0.00
<input type="checkbox"/>	JL1	Trailer brake controller, integrated	\$230.00	\$202.40
<input type="checkbox"/>	K05	Engine block heater	\$90.00	\$79.20
<input checked="" type="checkbox"/>	K34	Cruise control, electronic	\$0.00	\$0.00
<input type="checkbox"/>	K47	Air cleaner, high-capacity	\$25.00	\$22.00
<input checked="" type="checkbox"/>	KC4	Cooling, external engine oil cooler	\$0.00	\$0.00
<input type="checkbox"/>	KI4	Power outlet, 110-volt AC	\$125.00	\$110.00
<input type="checkbox"/>	KNP	Cooling, auxiliary external transmission oil cooler	\$0.00	\$0.00
<input type="checkbox"/>	N37	Steering column, manual tilt and telescoping	W/A	W/A
<input type="checkbox"/>	NB8	Emissions override, California	\$0.00	\$0.00
<input type="checkbox"/>	NB9	Emissions override, state-specific	\$0.00	\$0.00
<input type="checkbox"/>	NC7	Emissions override, Federal	\$0.00	\$0.00
<input type="checkbox"/>	PCM	WT Convenience Package	\$835.00	\$734.80
<input checked="" type="checkbox"/>	PCR	WT Fleet Convenience Package	\$610.00	\$536.80
<input type="checkbox"/>	PCU	Fleet Base Package	-\$60.00	-\$52.80
<input type="checkbox"/>	PCX	Chrome Bumper Package	\$230.00	\$202.40
<input type="checkbox"/>	PCY	LT Fleet Convenience Package	W/A	W/A
<input type="checkbox"/>	PPA	Tailgate, EZ-Lift and Lower	\$0.00	\$0.00
<input type="checkbox"/>	R6L	Override for GAM orders	\$0.00	\$0.00
<input type="checkbox"/>	RFA	OnStar Business Vehicle Manager Service.	\$0.00	\$0.00
<input type="checkbox"/>	RFC	Railroad Operators Incentive.	W/A	W/A
<input type="checkbox"/>	RVQ	LPO, Black tubular assist steps, 6" rectangular	\$600.00	\$528.00
<input type="checkbox"/>	RVS	LPO, Black tubular assist steps, 4" round	\$525.00	\$462.00
<input type="checkbox"/>	RW6	LPO, Metal bed storage box	\$550.00	\$484.00
<input type="checkbox"/>	RWS	LPO, Carpeted floor mats, front	\$105.00	\$92.40
<input type="checkbox"/>	RXQ	LPO, Bed net	\$60.00	\$52.80
<input type="checkbox"/>	S41	LPO, Rear wheel house liners	\$160.00	\$140.80
<input type="checkbox"/>	S6V	LPO, Cargo box retractable side assist step	\$350.00	\$308.00
<input checked="" type="checkbox"/>	SAF	Tire carrier lock, keyed cylinder lock	\$0.00	\$0.00
<input type="checkbox"/>	SB1	LPO, Flat Splash Guards, Black	\$110.00	\$96.80
<input type="checkbox"/>	SDA	LPO, Chrome recovery hooks	\$250.00	\$220.00
<input type="checkbox"/>	SFE	LPO, Wheel locks, set of 4	\$50.00	\$44.00
<input type="checkbox"/>	T3U	Fog lamps, front, halogen	W/A	W/A
<input type="checkbox"/>	TG5	Single-slot CD/MP3 player	\$100.00	\$88.00
<input type="checkbox"/>	TRW	Provision for cab roof-mounted lamp/beacon	\$30.00	\$26.40
<input type="checkbox"/>	UD5	Front and Rear Park Assist, Ultrasonic	\$0.00	\$0.00
<input type="checkbox"/>	UD7	Rear Park Assist, Ultrasonic	\$295.00	\$259.60
<input type="checkbox"/>	UEU	Sensor, Forward Collision Alert	\$0.00	\$0.00
<input type="checkbox"/>	UF2	LED Lighting, cargo box	\$60.00	\$52.80
<input type="checkbox"/>	UFL	Sensor, Lane Departure Warning	\$0.00	\$0.00
<input type="checkbox"/>	UK3	Steering wheel audio controls	\$0.00	\$0.00
<input type="checkbox"/>	UTJ	Theft-deterrent system, unauthorized entry	\$0.00	\$0.00
<input type="checkbox"/>	UVC	Rear Vision Camera with dynamic guide lines	W/A	W/A
<input type="checkbox"/>	V22	Grille surround, chrome	\$0.00	\$0.00
<input type="checkbox"/>	V76	Recovery hooks, front, frame-mounted, black	\$50.00	\$44.00
<input type="checkbox"/>	VAV	LPO, All-weather floor mats, front	\$85.00	\$74.80
<input type="checkbox"/>	VBN	LPO, Bed rug	\$515.00	\$453.20
<input type="checkbox"/>	VBR	LPO, Rubber bed mat	\$140.00	\$123.20

<input checked="" type="checkbox"/>	VK3	License plate kit, front	\$0.00	\$0.00
<input type="checkbox"/>	VPB	LPO, Vinyl tonneau cover with integrated support bows	\$580.00	\$510.40
<input type="checkbox"/>	VPZ	Grille, chrome with chrome surround, chrome with chrome honeycomb mesh	\$0.00	\$0.00
<input type="checkbox"/>	VQ1	Fleet Processing Option	\$0.00	\$0.00
<input checked="" type="checkbox"/>	VQ2	Fleet Processing Option	\$0.00	\$0.00
<input type="checkbox"/>	VQ3	Fleet Processing Option	\$0.00	\$0.00
<input type="checkbox"/>	VQK	LPO, Front and Rear Molded Splash Guards, Black	\$150.00	\$132.00
<input type="checkbox"/>	VQL	LPO, Chrome fuel door	\$195.00	\$171.60
<input type="checkbox"/>	VQT	LPO, Tonneau cover, Hard tri-folding with vinyl cover	\$985.00	\$866.80
<input type="checkbox"/>	VQZ	LPO, Polished exhaust tip	\$185.00	\$162.80
<input type="checkbox"/>	VUK	LPO, Tailgate liner	\$75.00	\$66.00
<input type="checkbox"/>	VXH	LPO, Assist steps, chromed tubular, 6" rectangular	\$650.00	\$572.00
<input type="checkbox"/>	VXJ	LPO, Assist steps, chromed tubular, 4" round	\$575.00	\$506.00
<input type="checkbox"/>	VZX	LPO, Bed liner	\$385.00	\$338.80
<input type="checkbox"/>	Y65	Driver Alert Package	\$845.00	\$743.60
<input type="checkbox"/>	YK6	SEO Processing Option	\$0.00	\$0.00
<input type="checkbox"/>	YM8	LPO Processing Option	\$0.00	\$0.00
<input type="checkbox"/>	Z82	Trailer Package	\$375.00	\$330.00

→ *(Handwritten mark)*

Special Equipment Options

<input type="checkbox"/>	01U	Special Paint	\$0.00	\$0.00
<input type="checkbox"/>	5H1	Key equipment, two additional keys for single key system	\$45.00	\$39.60
<input type="checkbox"/>	5L5	Theft deterrent system fleet immobilizer modifications	\$10.00	\$8.80
<input type="checkbox"/>	5Z4	Spare wheel, carrier and lock delete	-\$20.00	-\$17.60
<input type="checkbox"/>	8F2	Ornamentation, delete	\$0.00	\$0.00
<input type="checkbox"/>	8S3	Backup alarm, 97 decibels	\$138.00	\$121.44
<input type="checkbox"/>	8X1	Label, fasten safety belts	\$2.00	\$1.76
<input type="checkbox"/>	9B9	Governor, electronic speed sensor set to 70 MPH	\$10.00	\$8.80
<input type="checkbox"/>	9G3	Suspension Package, off-road, for base decor vehicles	\$325.00	\$286.00
<input type="checkbox"/>	9L3	Spare tire delete	-\$45.00	-\$39.60
<input type="checkbox"/>	9M4	Decal and name plate delete, tailgate	\$0.00	\$0.00
<input type="checkbox"/>	9S1	Seats, driver and passenger front, individual seats in vinyl trim	\$0.00	\$0.00
<input type="checkbox"/>	9U3	Seats, Driver and passenger front individual seats in cloth trim	W/A	W/A
<input type="checkbox"/>	9V5	Paints, solid, Woodland Green	\$0.00	\$0.00
<input type="checkbox"/>	9V9	Paints, solid, Doeskin Tan	\$0.00	\$0.00
<input type="checkbox"/>	9W3	Paints, solid, Wheatland Yellow	\$0.00	\$0.00
<input type="checkbox"/>	9W4	Paints, solid, Tangier Orange	\$0.00	\$0.00
<input type="checkbox"/>	SFW	Back-up alarm calibration	\$10.00	\$8.80
<input type="checkbox"/>	TGK	Special Paint, Solid, one color	\$300.00	\$264.00

Invoice 24,552.60
- 4500.00

Fleet Customer Codes → Apply Fleet Customer Code

Base Price:	\$23,980.00	\$23,020.80
Total Options:	\$610.00	\$536.80
Total Price:	\$24,590.00	\$23,557.60
Destination Charge:	\$995.00	\$995.00
TOTAL PRICE W/ DFC†:	\$25,585.00	\$24,552.60

20,052.00

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† North American Order Workbench is intended solely for business use by GM Dealers. Pricing shown is for illustration purposes only. Refer to GM Pricing.com for official GM Price schedules. GM pricing is subject to change by GM at anytime, without notice. The GSA Price Level is for GM use only.

RESOLUTION No. _____

A RESOLUTION APPROVING CONSTRUCTION CONTRACT AND
BONDS FOR THE 14TH AVENUE SOUTH PUBLIC
APPROACH IMPROVEMENT PROJECT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLEAR LAKE, IOWA; that the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as construction of the 14th Avenue South Public Approach Improvement Project, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: Complete Concrete, Clear Lake, Iowa

Bond surety: Merchant Bonding Company

Date of Bond: October 7, 2013

Portion of project: All construction work.

PASSED AND APPROVED, this 7th day of October, 2013.

Mike Callanan, Mayor Pro-Tem

ATTEST:

Jennifer Larsen, City Clerk

SECTION 00500

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the 7th day of October, 2013, by and between

City of Clear Lake

(hereinafter called OWNER) and

Complete Concrete

(hereinafter called CONTRACTOR).

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

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as 14th Avenue S. Public Access Improvement Project, Clear Lake, Iowa.

Article 2. ENGINEER.

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

Article 3. CONTRACT TIME.

3.1 Work under the proposed contract shall be completed within the following time requirements:

Contract Time Option 1

Contract Time Option 1: All work shall be completed and ready for final acceptance by November 15, 2013.

Contract Time Option 2

Contract Time Option 2: Work shall complete and ready for final acceptance by May 16, 2014. CONTRACTOR may complete underground utility work in 2013. Utility work shall include

restoration of the existing gravel surfacing and the PCC driveway at 1401 South Lakeview Drive. Paving shall be completed in 2014 unless approved by the OWNER.

Contract

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$300 for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. **CONTRACT PRICE.**

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

4.2 The OWNER agrees to pay and the CONTRACTOR agrees to accept payment in accordance with the prices bid for the unit items as submitted in the CONTRACTOR'S Proposal and as shown on attached Exhibit A, the aggregate of which prices, based on the approximate schedule of quantities, is estimated to be Twenty-two Thousand, Ninety-One Dollars (\$22,091.00) for Alternate A – PCC Paving, Option 1. Quantities shown are approximate only and are solely for the purpose of facilitating the comparison of bids. CONTRACTOR'S compensation will be computed upon the basis of the actual quantities in the completed Work, whether they be more or less than those shown. OWNER reserves the right to change quantities to be furnished. Unit prices bid control, regardless of actual quantities required.

Article 5. **PAYMENT PROCEDURES.**

CONTRACTOR shall submit Applications for Payment utilizing Exhibit A.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 5th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the number of units completed.

5.1.1 Prior to Substantial Completion, progress payments will be made in amounts equal to payment to CONTRACTOR of 95% of the Contract Price, less the aggregate of payments previously made.

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

Article 6. CONTRACTOR'S REPRESENTATIONS.

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

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

6.2 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

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

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

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

Article 7. CONTRACT DOCUMENTS.

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

7.1 This Agreement.

7.2 Exhibits to this Agreement (page 1, inclusive).

7.3 Standard General Conditions (pages 1 to 62, inclusive).

7.4 Modifications to General Conditions (pages 1 to 6, inclusive).

7.5 Project manual bearing the title "14th Avenue S. Public Access Improvement Project, Clear Lake, Iowa," and consisting of divisions as listed in Construction Documents table of contents.

Article 8. MISCELLANEOUS.

8.1 Terms used in this Agreement are defined in the Project Considerations section of the Project Manual.

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

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

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

This Agreement will be effective on October 7, 2013.

OWNER _____

BY _____

CONTRACTOR *Complete Concrete* _____

BY *Eric [Signature]* _____

END OF SECTION

FORM OF PERFORMANCE, PAYMENT AND MAINTENANCE BOND

Bond No. NIA 1179

KNOW ALL MEN BY THESE PRESENTS:

That we, Eric E. Vorland dba Complete Concrete
of Clear Lake, IA
(hereinafter called the Principal) and Merchants Bonding Company (Mutual)
of 2100 Fleur Drive, Des Moines, Iowa 50321-1158 (hereinafter called the Surety) are held firmly
bound unto City of Clear Lake (hereinafter called the
Owner) in the penal sum of Twenty Two Thousand Ninety One Dollars
(Dollars) \$22,091.00 lawful money of the United
States, to the payment of which sum, well and truly to be made, the Principal herein firmly binds himself
(themselves), their heirs, executors, and administrators, and the said Surety binds themselves, their
successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT whereas the above bounden
Principal, did on the 7th day of October, 2013 enter into a written
contract with City of Clear Lake to construct the following
improvements, to wit 14th Avenue S Public Access Improvement Project

NOW, THEREFORE, if said Principal shall faithfully perform said contract, and if the said Principal
shall warrant all workmanship and materials for a period of 4 years from improvement
acceptance date, then this obligation shall be void; otherwise, it shall remain in full force and effect. Copy
of which contract, together with all of its terms covenants, conditions and stipulation is incorporated herein
and made a part hereof as fully and completely as if said contract were received at length herein and,

Whereas, the principal and sureties on this bond hereby agree to pay all persons, firms, or corporations
having contracts directly with the principal or with subcontractors, all just claims due them for labor
performed or materials furnished in the performance of the contract on account of which this bond is given,
when the same are not satisfied out of the portion of the contract price which the Owner is required to retain
until completion of the improvements, but the principal and sureties shall not be liable to said persons, firms
or corporations unless the claims of said claimants against said portion of the contract price shall have been
established as provided by law.

Now if the principal shall in all respects fulfill his said contract according to the terms and tenor thereof,
and shall satisfy all claims and demands incurred for the same; and shall fully indemnify and save
harmless the Obligee from all costs and damages which it may suffer by reason of failure to do so and shall
fully reimburse and repay the Obligee all outlays and expenses which it may incur in making good any such
default, then the obligation is to be void and of no effect; otherwise to remain in full force and effect.

Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice,

1. To any extension of time to the contractor in which to perform to the contract.
2. To any change in the plans, specifications or contract, when such change does not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.
3. That no provision of this bond or of any other contract shall be valid which limits to less than one year from the time of the acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the Owner at the time such work is accepted.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this

7th day of October, 2013

Eric E. Vorland dba Complete Concrete

Principal

BY Eric Vorland

Merchants Bonding Company (Mutual)

Surety

BY Jolene Greenlee

Jolene Greenlee Attorney-in-Fact

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

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

Kirk T Mueller; Nick Garman

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

TWO HUNDRED THOUSAND (\$200,000.00) DOLLARS

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 10th day of February, 2012.



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

By

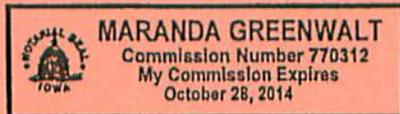
Larry Taylor

President

STATE OF IOWA
COUNTY OF POLK ss.

On this 10th day of February, 2012, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

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



Maranda Greenwalt

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this day of



William Warner Jr.

Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/30/2013

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 CLB&T Insurance & Financial Services PO Box 8 Clear Lake, IA 50428	CONTACT NAME: Kirk Mueller PHONE (A/C, No, Ext): 641.355.2223 FAX (A/C, No): 641.355.2300 E-MAIL: kmueller@clearlakebank.com PRODUCER CUSTOMER ID #:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr><td>INSURER A:</td><td></td></tr> <tr><td>INSURER B:</td><td></td></tr> <tr><td>INSURER C:</td><td></td></tr> <tr><td>INSURER D:</td><td></td></tr> <tr><td>INSURER E:</td><td></td></tr> <tr><td>INSURER F:</td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED Eric Vorland dba Complete Concrete 115 S 24th St Clear Lake, IA 50428														

COVERAGES **CERTIFICATE NUMBER:** **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	ADG. INSR	INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			39139772	04/20/2013	04/20/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000								
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			4913977200	05/12/2013	05/12/2014	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 500,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 500,000								
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below		N/A	39031136	04/20/2013	04/20/2014	<table border="1"> <thead> <tr> <th>WC STATUTORY LIMITS</th> <th>OTH-ER</th> </tr> </thead> <tbody> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 100,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 100,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 500,000</td> </tr> </tbody> </table>	WC STATUTORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$ 100,000	E.L. DISEASE - EA EMPLOYEE	\$ 100,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Additional Named Insureds GL policy: City of Clear Lake(Owner), and Yaggy Colby Associates(Engineers)
 Project, Job or Bid#: 12066 -Bid Bond Carrier: Merchants Bonding Company
 Location: 14th Ave S, (Public Access), Clear Lake, IA 50428

CERTIFICATE HOLDER City of Clear Lake 15 N 6th St 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 Kirk Mueller
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Parks and Recreation Quarterly Report

October 7, 2013

Parks

- City Park grass restoration
 - Spring Seeding (1000 lbs) and Fall Seeding (600lbs)
 - Spring RZI aeration and fertilization
 - Installation of soil stabilizing fiber matting
 - Herbicide application (Late Aug.)
 - Fall Fertilizer Application (Early Sept.)
 - Watered approx. 2.25 acres 3-4 times a week(May-June; After 4th of July; Sept-Oct)
- Main Ave Boat Ramp repair
- Outlet Recreation Complex multi-purpose trail installed
- Safety landing surface added to playgrounds
- Installation of Public Docks at Seawall, Lady of the Lake, 10th Ave. S, and the Fishing Dock by the Harborage
- Memorial benches moved from City Beach frontage to the Surf Ballroom
- Installation of new playground equipment and border at Pine Tree Park
- Updated Pesticide Spraying Certification by attending required continuing education courses.
- Spraying of turf grass in the parks for broadleaves
- Spraying of sidewalk and paver areas in City Park area
- Removal of weeds along N. Lakeview Dr. shoreline rip-rap
- Removal of Weeds at 8th Ave. S. and 7th Ave. S. Rain gardens. Added River rock to lower portion of 8th Ave. Access.
- Repair of Bandshell arch, in prep for painting
- "Groom" City Beach every Friday
- Prep City Park for Weekend events every Friday
- Daily Park Clean-up and Restroom checks
- Weekend Park Checks; May-Oct. (Sat., Sun., Holiday's)
- Flag Football and Soccer Fields "cut-in", marked and maintained.

Parks Usage Review:

- Coordinated with event organizers for events and large gatherings
 - 31 annual events, plus approx. 10 "add-on" events.

- Mostly utilizing City Park/Seawall/City Beach areas
- –Over 70 “Event Days” between May and October
- Over 200 park shelter reservations in 2013
- Approx. 100 Lakeview Room Reservations as of Oct. 1, 2013(not including P and R usage)

Aquatic Center

- Replacement of wall mounted heaters (6) at the Aquatic Center
- Changed to a liquid chlorination system for pool water sanitizing
- Repaired/Replaced leaking meter valves and bathroom fittings in shower houses
- Prepped pool/shower house/concession for swimming season
- Interviewed/hired new lifeguards and concessions workers
- Updated CPO certification by attending Continuing Education Classes
- Conducted EAP training sessions for lifeguards.
- Conducted pre-season pool orientation and monthly trainings for lifeguards and concession workers
- Monitored chemicals daily, adjusted when needed.
- Pool opened May 25th, remained open through Labor Day Weekend
- Had a SAFE swimming season!!
- **Pool Membership Review:**
 - **2012: Family Memberships (Total)- 181**
 - Individual Memberships- 27
 - Membership income- \$20,435.00
 - Gate Admissions- \$16,710.20
 - Concession Revenue-\$11,111.20
 - **2013: Family Memberships (Total)- 140**
 - Individual Memberships- 15
 - Membership income-\$15,180.00
 - Gate Admissions- \$14,328.45
 - Concession Revenue-\$8,742.51

Programs Review:

- Published seasonal versions (Fall/Winter and Spring/Summer) of the Clear Lake Activities Guide
- Offered/Coordinated 33 programs in total last year
- **Most Popular programs**
 - Cheer Camp -28
 - Exercise Classes (Carol B. – 96) (Stephanie – 22)
 - Fishing Camp – 15
 - Flag Football – 86
 - Dance Clinic - 22
 - Youth Golf – 20
 - Indoor Soccer – 72
 - Little Lakers – 24
 - Operation Adventure -24
 - Outdoor Soccer – 106
 - Playgrounds – 18
 - Small Adventures – 25
 - Special Activities – 30
 - Swim lessons
 - Tennis – 34
 - Wrestling – 46
 - Yoga on the Lake - 88

- **Programs with decrease from last year**
- Cutting Edge Fitness program down 16 (16 participants 2013)
- Dance clinic down 23 (22 participants 2013) (have historically had good numbers and popularity with this program)
- Playgrounds down 8 (18 participants 2013) (still good numbers for program)
- Small Adventures down 10 (25 participants 2013) (still good numbers for program)
- Swim Team down 6 (5 participants 2013) (may not have instructor next year)

- **Programs with increase from last year**
- Flag Football increased 16 (86 participants 2013)
- Operation Adventure increased 6 (24 participants 2013)
- Outdoor Soccer increased 12 (106 participants 2013)
- Special Activities increased 7 (30 participants 2013)

Public Docks' Overview

- Department Manages 15 Public Docks: Permits Lake Access to over 135 Dock Users
- Coordinated necessary paperwork between the City and the IDNR
- Inspected each Dock a minimum of 2 times during season for compliance; corrected issues as they arose.
- Currently 236 individuals on the Public Dock Waiting list.
- 8 individuals have confirmed they are not returning in 2014, spots will be offered to those whom have been on the waiting list the longest.