

Mayor
NELSON P.
CRABB

September 14, 2012

HONORABLE MAYOR & CITY COUNCIL MEMBERS:

City
Administrator
SCOTT
FLORY

The next meeting of the Clear Lake City Council is scheduled for Monday, **September 17, 2012**, 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. **1st Ave S. & S. 3rd Street Alley Project**. At its previous meeting, the City Council awarded the construction contract to Yohn Excavating (Clear Lake) in the amount of \$59,750.03 (PCC paving alternate). The City has now received the partially-executed Contract & bonds, as well as the Certificate of Insurance from the Contractor. All these documents have been reviewed by City staff and have been found to be in compliance with the Project's contract documents specifications. A pre-construction conference has been set for September 20th, at 10:00 a.m. The Project has a completion date of November 2nd.

ITEM#6B. **City Hall/Police Dept. Emergency Generator Replacement**. One of the major capital items in the proposed FY 13 municipal budget was the replacement of the old emergency back-up generator at City Hall/Police Dept. The current gasoline powered generator is an early 1970's vintage and does not have an automatic transfer switch. Prior to use, someone must manually disengage the building from the electrical grid, shut down breakers in the building to avoid overloading, and then start the generator. The generator is more than past its useful life and is not reliable for use at a critical community facility such as City Hall/Police Dept.

The City recently had a feasibility report prepared by an electrical engineering consultant that examined the existing conditions and makes a recommendation regarding improvements. Essentially, the report recommends replacement of the aged emergency back-up generator, with a new diesel powered generator and automatic transfer switch, as well as an electrical service upgrade, from 400 amps to 600 amps, to the building to accommodate both existing and future needs.

Following a review of the feasibility report by the Project consultant, the Council determined to proceed with preparation of detailed plans &



specifications necessary for bidding purposes. The consultant will review the proposed draft of the final plans and the Council will consider a Resolution to set the date for a hearing and bid letting on the Project.

The schedule calls for a combined Notice of Hearing & Letting to be published in the newspaper on September 19th; the hearing on the plans, specifications, form of contract, & estimate of cost will be on October 1st at 6:30 p.m.; the bid letting will be held at 2:00 p.m. on October 15th; and consideration of an award of contract on October 15th. The Project completion date is January 31, 2013.

ITEM#6F. **Annual Street Financial Report**. The Code of Iowa, Section 321.14, requires that cities receiving an allotment of Road Use Tax Funds prepare and submit to the Iowa DOT a financial accounting of the use of the funds they receive. The Report provides the Iowa DOT a financial accounting of the use of the funds received. It also provides the DOT and Federal Highway Administration with a documented record of street receipts and expenditures of Iowa's cities. The Report must be completed and filed each year by September 30th.

The FY 12 Report includes the following *major* capital improvement projects for which construction was completed during the fiscal year: 10th Ave N. Street Reconstruction; 7th Ave N. Storm Sewer; CDBG Sanitary Sewer Collection System Improvement Project – Phase 1; Tourist Park; Industrial Park Storm Sewer 3rd Addition; and 3rd Ave S. Street ROW Restoration. It should be noted, that some of these projects have not yet been "accepted" by the Council, however. The 2011/12 street Resurfacing Project (\$409,000) is considered by the Iowa DOT to be a maintenance activity.

As noted in the Report, the Fund had an ending balance of \$856,072. The "projected" ending cash balance following the most recent amendment was estimated at \$523,872. The difference primarily being due to certain capital projects not being completed prior to June 30, 2012 and actual expenses being less than budgeted for certain activities. Total revenues associated with the Report were \$4,953,847 and expenses were \$4,088,775.

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, SEPTEMBER 17, 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 – September 4, 2012.
 - B. Approval of the bills & claims.
 - C. Licenses & Permits:
 - Liquor License: Class C Beer Permit (BC) with Sunday Sales, Pilot Travel Center; Class C Beer Permit (BC) and Class B Wine Permit with Sunday Sales, Shell Food Mart, (renewals).
 - Tree Trimmer's License: Behne Tree Service, Nora Springs, (news).
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. 1st Ave S. & S. 3rd Street Alley Improvement Project:
 - Review of request, Scott Flory, City Administrator.
 - Discussion and consideration of **Motion** by City Council.
 - **Motion** to approve **Resolution #12-53**, "A Resolution approving Contract and Bonds."
 - Discussion and consideration of **Motion** by City Council.
 - Pre-construction conference: September 20th, at 10:00 a.m.

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

- Introduction by Scott Flory, City Administrator.
- Review of proposed plans & specifications, Harry Doyle, P.E.,
- **Motion** to approve Resolution #12-54, "A Resolution setting the date for a hearing and bid letting."
- Discussion and consideration of **Motion** by City Council.

C. CDBG Sanitary Sewer Collection System Improvement Project - Phase 2 (Paving):

- Update regarding construction of the improvements and review of Pay Estimate #5, Jason Petersburg, P.E., Veenstra & Kimm.
- **Motion** to approve Pay Estimate #5 by City Council.
- Discussion and consideration of **Motion** by City Council.

D. Presentation from the Mason City Municipal Airport and Great Lake Airlines:

- Introduction by Joni Dunn, Chair, Mason City Municipal Airport Commission.
- Update from Great Lakes Airlines, Monica Taylor-Lee, Public Relations Director.
- Questions and discussion by City Council.

E. Cerro Gordo County Multi-Jurisdictional Hazard Mitigation Plan:

- Introduction and review of request, Scott Flory, City Administrator.
- Presentation of proposed CG County Multi-jurisdictional Hazard Mitigation Plan, Laurel Clement, NIACOG.
- **Motion** to set date & time for consideration of adoption of the Cerro Gordo County Multi-Jurisdictional Hazard Mitigation Plan for 6:30 p.m., October 15th.
- Discussion and consideration of **Motion** by City Council.

F. FY 12 Iowa DOT Annual Street Financial Report:

- Review of request, Scott Flory, City Administrator.
- **Motion** to approve Resolution #12-55, "A Resolution approving the FY 12 Iowa DOT Annual Street Financial Report."
- Discussion and consideration of **Motion** by City Council.

7. Chief of Police's Report:

8. Mayor's Report:

- Fire Department 9/11 Sculpture Dedication Ceremony: September 11th, 6:30 p.m.

9. Public Works Director's Report:

- Update regarding construction of subdivision improvements at Pine Brooke Addition #3.
- Update regarding construction of N. 40th Street Bridge Deck Rehabilitation Improvement Project.
- Update regarding construction of North Shore Drive Streetscape Improvement Project.
- Sidewalk construction Buddy Holly Place (US HWY 18 to 10th Ave N.).

10. City Administrator's Report:

- Additional sidewalk improvements in conjunction with North Shore Drive Streetscape Project.

11. City Attorney's Report:

- Closing on the property for the future Northwest Water Tower.

12. Other Business:

13. Adjournment.

NEXT REGULAR MEETING – OCTOBER 1, 2012

RESOLUTION No. _____

A RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BONDS FOR
THE 1ST AVENUE S. & S. 3RD STREET ALLEY IMPROVEMENTS

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 1st Avenue S. & S. 3rd Street Alley Improvements, 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: YohnCo., Clear Lake, Iowa

Bond surety: Merchants Bonding Company

Date of Bond: September 17, 2012

Portion of project: All construction work.

PASSED AND APPROVED, this 17th day of September, 2012

Nelson P. Crabb, Mayor

ATTEST:

Jennifer Larsen, City Clerk

SECTION 00500

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the 17th day of September, 2012, by and between

City of Clear Lake, Iowa

(hereinafter called OWNER) and

Yohn Co DBA The Excavating Co.

(hereinafter called CONTRACTOR).

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

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as the 1st Avenue S. & S. 3rd Street Alley 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 and ready for final acceptance by November 2, 2012.

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 \$500 for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

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

4.2 The OWNER agrees to pay and the CONTRACTOR agrees to accept payment in accordance with the prices bid for the unit items as submitted in the CONTRACTOR'S Proposal as shown on attached Exhibit A, the aggregate of which prices, based on the approximate schedule of quantities, is estimated to be Fifty Nine Thousand, Seven Hundred Fifty Dollars and Three cents (\$59,750.03), Alternate A – PCC Paving. Quantities shown are approximate only and are solely for the purpose of facilitating the comparison of bids. CONTRACTOR's compensation will be computed upon the basis of the actual quantities in the completed Work, whether they be more or less than those shown. OWNER reserves the right to change quantities to be furnished. Unit prices bid control, regardless of actual quantities required.

Article 5. PAYMENT PROCEDURES.

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

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 1st day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1 Prior to Substantial Completion, progress payments will be made in amounts equal to payment to CONTRACTOR of 95% of the Contract Price, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

5.2 Final Payment. No sooner than 30 days following final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

Article 6. CONTRACTOR'S REPRESENTATIONS.

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

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

6.2 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

6.3 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

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

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

Article 7. CONTRACT DOCUMENTS.

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

7.1 This Agreement (pages 1 to 7, inclusive).

7.2 Exhibits to this Agreement (page 1 to 2, inclusive).

7.3 Performance, Payment, and other Bonds.

7.4 Notice of Award.

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

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

7.7 Specifications bearing the title "1st Avenue S. & S. 3rd Street Alley Improvement Project, Clear Lake, Iowa" and consisting of divisions as listed in Construction Documents table of contents.

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

7.9 Addenda numbers ___ to ___, inclusive.

7.10 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

Article 8. MISCELLANEOUS.

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

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

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

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

This Agreement will be effective on September 17, 2012.

OWNER City of Clear Lake, Iowa

BY _____
(CORPORATE SEAL)

Attest _____

Address for giving notices

City Hall, 15 N. 6th Street, P.O. Box 185

Clear Lake, Iowa 50428

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

Signature entities shall match entities on Bid Form.

If CONTRACTOR is:

An Individual

By _____
(Individual's Name) (SEAL)

doing business as _____

Business address: _____

Phone No.: _____

A Partnership

By _____
(Firm Name) (SEAL)

By _____
(general partner)

Business address: _____

Phone No.: _____

A Corporation

By YOUNG CO DBA THE EXCAVATING CO
(Corporation Name)

IOWA
(state of incorporation)

By Bill Jely
(name of person authorized to sign)

PRESIDENT
(title)

(Corporate Seal)

Attest Alex Johnson
(Secretary)

Business address: 309 S. 20TH ST
CLEAR LAKE, IOWA 50428

Phone No.: 641-357-4604

1ST AVENUE & 3RD STREET ALLEY IMPROVEMENT PROJECT
CLEAR LAKE, IOWA
11693-12

ALTERNATE A - PCC PAVING

ITEM

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1	Remove Pavement	50	SY	\$ 5.00	\$ 250.00
2	Excavation, CL. 10	420	CY	\$ 2.38	\$ ^{999.60} 1,000.00
3	Below Grade Excavation	25	CY	\$ 24.00	\$ 600.00
4	Pervious Concrete Pavement, 6"	120	SY	\$ 50.00	\$ 6,000.00
5	PCC Pavement, 6", Cl. C	400	SY	\$ 34.25	\$ 13,700.00
6	Stone Recharge Bed	425	TON	\$ 18.59	\$ ^{7,900.75} 7,900.00
7	Engineering Fabric	150	SY	\$ 2.00	\$ 300.00
8	PCC Driveway, 6", Cl. C	125	SY	\$ 38.00	\$ 4,750.00
9	PCC Sidewalk, 4", Cl. C	100	SF	\$ 4.35	\$ 435.00
10	Aggregate Surfacing	50	TON	\$ 17.80	\$ 890.00
11	Storm Sewer Intake, Type 'R'	1	EA	\$ 7,701.00	\$ 7,701.00
12	Storm Sewer, HDPE, 12"	184	LF	\$ 27.96	\$ ^{5,144.64} 5,145.00
13	Connect to Existing Storm Sewer	1	EA	\$ 1,178.99	\$ 1,178.99
14	Topsoil, Furnish and Place	50	TON	\$ 30.00	\$ 1,500.00
15	Sodding	15	SQ	\$ 86.67	\$ ^{1,300.05} 1,300.00
16	Rock Mulch and Landscape Fabric	25	SY	\$ 110.00	\$ 2,750.00
17	Traffic Control	1	LS	\$ 1,350.00	\$ 1,350.00
18	Mobilization	1	LS	\$ 3,000.00	\$ 3,000.00
TOTAL PROJECT - ALTERNATE A - PCC PAVEMENT					\$ ^{59,749.99} 59,750.00

FORM OF PERFORMANCE, PAYMENT AND MAINTENANCE BOND

Bond No. IAC120813

KNOW ALL MEN BY THESE PRESENTS:

That we, Yohn Co. DBA The Excavating Company of Clear Lake, IA
(hereinafter called the Principal) and Merchants Bonding Company (Mutual)
of Des Moines, IA (hereinafter called the Surety) are held firmly
bound unto the City of Clear Lake, Iowa (hereinafter called the
Owner) in the penal sum of Fifty Nine Thousand Seven Hundred Forty Nine Dollars and 00/100
(Dollars) \$ 59,749.00 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 17th day of SEPTEMBER, 2012 enter into a written
contract with the City of Clear Lake, Iowa to construct the following
improvements, to wit:
1st Avenue S. & S. 3rd Street Alley Improvement Project, Clear Lake, Iowa, YCA Project #11693

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 Four (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.

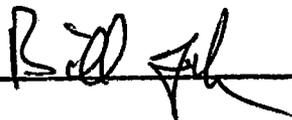
Now if the principal shall in all respects fulfill his said contract according to the terms and tenor thereof,
and shall satisfy all claims and demands incurred for the same; and shall fully indemnify and save
harmless the Obligee from all costs and damages which it may suffer by reason of failure to 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.

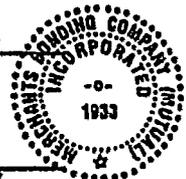
IN WITNESS WHEREOF, we have hereunto set our hands and seals this
10th day of SEPTEMBER, 2012

Yohn Co. DBA The Excavating Company
Principal

BY 

Merchants Bonding Company (Mutual)
Surety

BY 
Anne Crowner 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,

Anne Crowner

its true and lawful Attorney-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following surety bond:

Surety Bond #: IAC120813
Principal: Yohn Co. DBA The Excavating Company
Obligee: the City of Clear Lake, Iowa

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 1st day of January, 2012.



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

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 1st day of January, 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 _____, 2012.



William Warner Jr.
Secretary

RESOLUTION No. _____

A RESOLUTION FIXING THE DATE FOR A PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT & ESTIMATE OF COST, AND SETTING THE DATE FOR A BID LETTING ON THE PROPOSED CLEAR LAKE CITY HALL GENERATOR REPLACEMENT PROJECT FOR THE CITY OF CLEAR LAKE, IOWA AND FOR TAKING OF BIDS THEREFOR

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

That the "Clear Lake City Hall Generator Replacement Project" (hereinafter referred to as the "Project") is hereby ordered to be advertised for bids of construction.

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

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

BE IT FURTHER RESOLVED, that the Clerk be and is hereby empowered and directed to publish notice to bidders once in the "Clear Lake Mirror Reporter", a legal newspaper printed wholly in the English language, published at least once weekly, and having a general publication in this City. In accordance with Section 384.96 of the Code of Iowa, publication shall be not less than four (4) nor more than forty-five (45) clear days prior to October 11, 2012, which date is fixed as the date for receiving bids. Said bids are to be filed prior to 2:00 a.m. on said date.

In accordance with Section 384.100 of the Code of Iowa, bids shall be received and opened as provided in the public notice and the results of said bids shall be considered at the meeting of this City Council on October 15, 2012 at 6:30 p.m.

BE IT FURTHER RESOLVED, that, in accordance with Section 384.102 of the Code of Iowa, the Clerk is hereby empowered and directed to publish notice of hearing once in said newspaper, said publication to be not less than four (4) nor more than twenty (20) clear days prior to the date hereinafter fixed as the date for the public hearing on the plans, specifications, form of contract and estimate of costs for said project, said hearing to be held at 6:30 p.m. on October 1, 2012.

PASSED AND APPROVED this 17th day of September, 2012.

Nelson P. Crabb, Mayor

ATTEST:

Jennifer Larsen, City Clerk

ADVERTISEMENT FOR BIDS AND NOTICE OF PUBLIC HEARING
CLEAR LAKE CITY HALL GENERATOR REPLACEMENT PROJECT
CLEAR LAKE, IA

Public notice is hereby given that sealed proposals will be received by the City of Clear Lake, at the Clear Lake City Clerk's office in the City Hall, 15 North 6th Street, Clear Lake, IA, until 2:00 pm, Thursday, October 11, 2012, for furnishing materials and labor for "Clear Lake City Hall Generator Replacement Project, Clear Lake, IA". Proposals will be publicly opened by the City of Clear Lake at the above time in the offices of the City Hall, 15 North 6th Street, Clear Lake, IA.

On Monday, October 1, 2012, at Clear Lake Council Chambers, 15 North 6th Street, Clear Lake, IA, a public hearing will be held on the proposed plans, specifications and proposed form of Contract for the "Clear Lake City Hall Generator Replacement Project, Clear Lake, IA", and at said hearing, any interested person may appear and file objections thereto or to the cost of said improvement.

Proposals will be acted upon by the Clear Lake City Council at their regularly scheduled Council meeting on Monday, October 15th, 2012 at the Clear Lake Council Chambers, 15 North 6th Street, Clear Lake, IA or at such later time and place as may then be fixed.

The method of construction shall be by Single Stipulated Sum Contract, and all work is to be done in strict compliance with the plans and specifications prepared by Bergland & Cram Architects (and Consultants) Mason City, Iowa, which have heretofore been approved by the Clear Lake City Council and are now on file for public examination in their office, and at the Clear Lake City Clerk's office, 15 North 6th Street, Clear Lake, IA, and at the following exchanges:

Fort Dodge Builders Exchange, 1406 Central Avenue, Fort Dodge, IA 50501, Telephone (515) 955-5500
Master Builders of Iowa, 221 Park Street, Des Moines, IA 50309, Telephone (515) 288-8904
Master Builders of Siouland, 903 6th Street, Sioux City, IA 51101, Telephone (712) 255-9533
McGraw – Hill Construction, 2507 Ingersoll Avenue, Des Moines, Iowa 50312, Telephone (515) 981-5654
Waterloo Construction Update Plan Room, 612 Mulberry, Waterloo, IA 50703, Telephone (319) 232-3621

Each bid must be made out on a proposal blank furnished by the Bergland & Cram Architects, Mason City, Iowa and obtained at the office of the Architect.

Each proposal shall be sealed in an envelope marked "Clear Lake City Hall Generator Replacement Project, Clear Lake, IA". Each bid must be accompanied in a separate envelope by a bidding check, bid bond or a certified share draft in an amount not less than five percent (5%) of the bid price, said check being either a cashier's check, a check certified by a bank in Iowa or a bank chartered under the laws of the United States or a certified share draft on a credit union in Iowa or chartered under the laws of the United States, and made payable to the City of Clear Lake, IA, as security that the bidder will furnish the required bonds and enter into a contract within ten (10) days after the award of the contract to the bidder. Work shall commence immediately after award of contract, and be completed by January 31, 2013.

The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin or age. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.

Bidders shall not be permitted to withdraw their bids for a period of thirty (30) days after the same are opened.

By virtue of statutory authority, preference will be given to products of and provisions grown within the State of Iowa and to Iowa domestic labor.

Pursuant to Chapter 73 of the Code of Iowa, out-of-state bidders are hereby advised of the Iowa Bidding Preference Law extending to Iowa firms any preference which may be (a) strict preference, (b) reciprocal preference, or (c) combination preference and reciprocal. Application of such preference will be extended from any "public improvement" as defined in Chapter 23.1 of the Code of Iowa.

Bidders shall be expected to comply with Chapters 91C and 103A of the Code of Iowa concerning the registration and bonding of construction contractors and the successful bidder shall be required to supply the City of Clear Lake with proof of said compliance.

The required surety bond shall be executed on AIA Document A312, two-part Performance Bond and Labor and Material Payment Bond, conditioned for the faithful performance of all the terms of the Contract and the payment of all obligations arising thereunder with the amount shown on each part equal to the Contract Sum. Surety shall be a company licensed to do business in the State of Iowa and shall be acceptable to Clear Lake City Council. Payment for said "Clear Lake City Hall Generator Replacement Project, Clear Lake, IA ", will be made from the City of Clear Lake Building Fund or from such other funds as may be legally used for such purposes. The Architect will approve monthly estimates and the Owner will make payment to the Contractor in the amount of ninety-five percent (95%) of said estimate on or about the last week of the following month. Final payment will be made not sooner than thirty (30) days following final acceptance of the work by the Clear Lake City Council.

The bidders' attention is called to the prompt payment to subcontractors under Chapter 573.12 of the Code of Iowa.

The contractor shall commence said work within 10 days of notice to proceed.

There is a sales tax exemption on this project (HF2622). The letting authority (Owner) will issue tax exemption certificates and authorization letters to all contractors and subcontractors awarded this project.

Plans and specifications governing the construction of the proposed improvements have been prepared by Bergland & Cram Architects, of Mason City, Iowa, which plans and specifications, and also prior proceedings of the Clear Lake City Council referring to and defining said proposed improvements are hereby made a part of this notice and the proposed contract by reference, and the proposed contract shall be executed in compliance therewith.

Copies of said plans are now on file in the City Hall of the City of Clear Lake, IA and the Architect's office for examination by bidders. Copies may be obtained from Bergland & Cram Architects, Mason City, Iowa for a refundable charge of \$50.00 per set. Master Builders of Iowa (MBI) voucher cards are also accepted as deposit security.

The Clear Lake City Council reserves the right to reject any and all bids and to waive technicalities and irregularities.

Published upon order of the Clear Lake City Council, Clear Lake, IA.

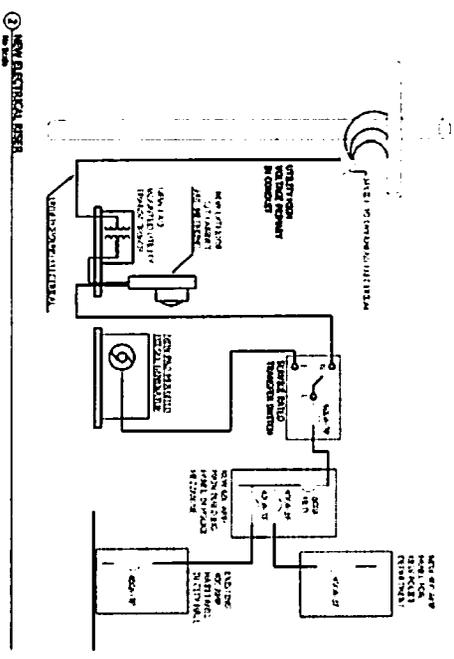
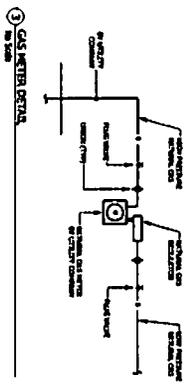
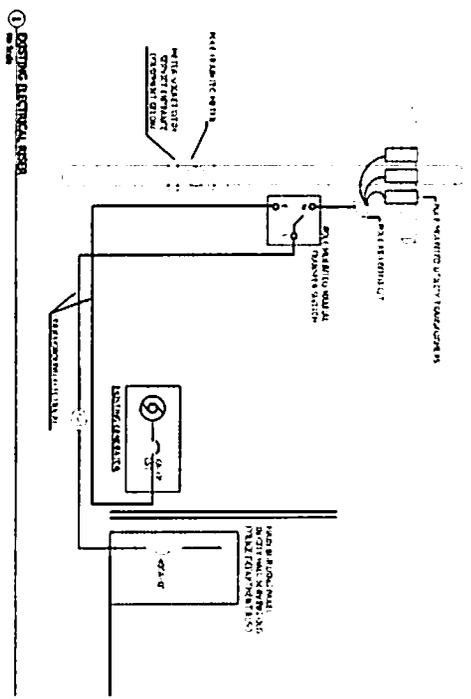
City of Clear Lake, Iowa
15 North 6th Street
Clear Lake, IA 50428

NOTE: CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT EXISTING EXTERIOR PROJECTIONS BEFORE WORK.



BERGLAND + CRAM
 Architecture | Planning | Interiors
 7020 Ford Plaza Street
 Mason City, Iowa 52051
 T. 563.423.4545
 F. 563.423.7114
 www.berglandcram.com

PROPOSED RENOVATION/EXPANSION
CLEAR LAKE POLICE DEPARTMENT
 CLEAR LAKE, IA

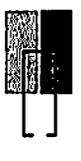


09/11/12

COMMENT SHEET
 DRAWING NO. 11012-1
 PROJECT # 11012-1

E-200
 OF

NOTE: CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT ABOUT STATION PROCEEDING FROM WORK.



BERGLAND + GRAM
 architects + planning + interiors
 1001 East Olive Street
 Mason City, Iowa 50401
 P 562.423.6840
 F 562.423.5114
 www.berglandgram.com

PROPOSED RENOVATION/EXPANSION
CLEAR LAKE POLICE DEPARTMENT
 CLEAR LAKE, IA

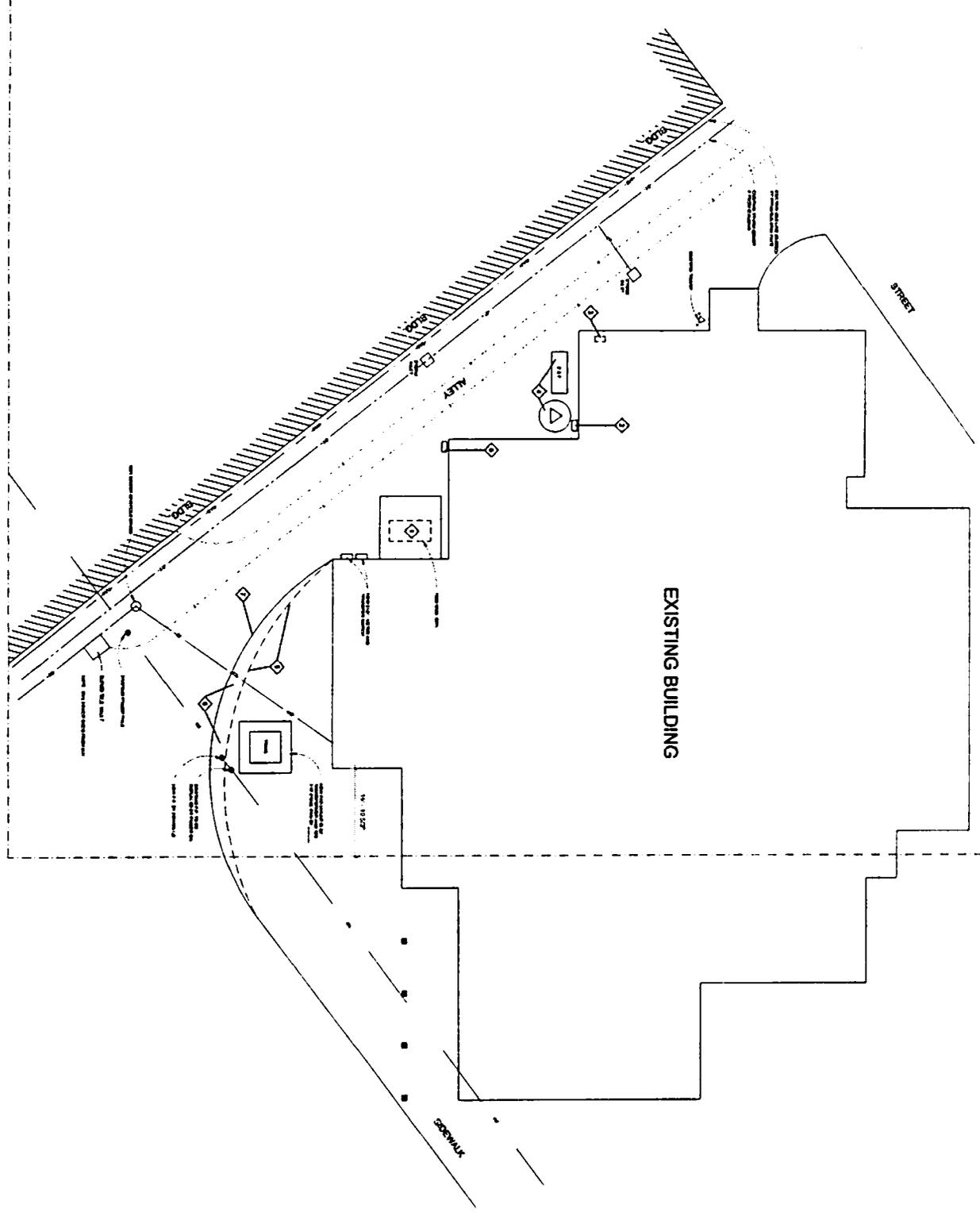
PRELIMINARY
 NOT FOR
 CONSTRUCTION

09/07/12

GENERAL NOTES - SITE

- ◆ UTILITY APPROPRIATION AND RELOCATION FROM ONE APPROPRIATE LAYER IN THE SITE AND/OR ADJACENT AREAS
- ◆ BUILDING AND EXISTING UTILITY CONDUITS REMOVED BY OWNER. CONDUIT SLABS ON GRADE TO REMAIN. NEW EXISTING CONDUITS TO BE SET IN EXISTING CONCRETE SLAB.
- ◆ GAS METERS AND UNDERGROUND SERVICE TO BE RELOCATED.
- ◆ LOCATION OF NEW ELECTRICAL PANEL WITHIN BUILDING.
- ◆ NEW COMMUNICATION TOWER AND CABINET BY OTHERS.
- ◆ EXISTING APPOINTMENTS (E.G.).
- ◆ REMOVE CURB AND CUT ASPHALT TRAVELING OUT.
- ◆ NEW CUT ASPHALT TRAVELING TOWEL AND CURB.
- ◆ RELOCATED GAS METERS.

KEYED NOTES - SITE PLAN



1 SITE PLAN
 1" = 10'-0"

A101
 1 OF 1

CONTRACT 2010
 DRAWING BY
 ADDED
 REVISIONS
 PROJECT #
11012-1



VEENSTRA & KIMM, INC.

2800 Fourth Street SW, Suite 9 • Mason City, Iowa 50401-1596

641-421-8008 • 641-380-0313(FAX) • 877-241-8008(WATS)

PAY ESTIMATE NO. 5

Date: September 12, 2012		Contractor: Wicks Construction, Inc. Decorah, IA							
Project Title: Sanitary Sewer Collection System Improvement Project Contract 2 - Street Paving Improvements		Pay Period: August 1 - August 31, 2012							
Original Contract Amount & Date	\$	1,304,820.75							
BID ITEMS									
Item	Specification Section / Description	Unit	Estimated Quantity	Unit Price	Extended Price	CDBG Eligible Quantity Complete	Estimated CDBG Non-Eligible Quantity Complete	CDBG Eligible Value Complete	CDBG Non-Eligible Value Complete
1.	General								
1.1	Mobilization	LS	1	xxxxx	\$ 32,000.00	100%	0%	\$ 32,000.00	\$ -
1.2	Traffic Control	LS	1	xxxxx	\$ 10,425.00	75%	0%	\$ 7,818.75	\$ -
1.3	Frostion Control	LS	1	xxxxx	\$ 8,000.00	75%	0%	\$ 6,000.00	\$ -
1.4	Stump Removal	EA	3	\$ 400.00	\$ 1,200.00	0	3	\$ -	\$ 3,600.00
2.	Water								
2.1	Valve Box Replacement (assumed quantity)	EA	1	\$ 400.00	\$ 400.00	0	0	\$ -	\$ -
3.	Sanitary Sewer								
3.1	Adjust Existing Sanitary Sewer Manhole Casting	EA	21	\$ 150.00	\$ 3,150.00	11	0	\$ 1,650.00	\$ -
4.	Storm Sewer								
4.1	Connect to Existing Storm Sewer Structure	EA	1	\$ 500.00	\$ 500.00	0	1	\$ -	\$ 500.00
4.2	Single Grate Intake	EA	1	\$ 3,500.00	\$ 3,500.00	0	1	\$ -	\$ 3,500.00
4.3	Storm Sewer Pigs, 15" RCP	LF	40	\$ 50.00	\$ 2,000.00	0	40	\$ -	\$ 2,000.00
4.4	Subdrain, 6"	LF	560	\$ 11.50	\$ 6,440.00	0	27	\$ -	\$ 310.50
4.5	Subdrain Outlet	EA	2	\$ 200.00	\$ 400.00	0	2	\$ -	\$ 400.00
4.6	Granular Backfill Material (assumed quantity)	TON	50	\$ 15.00	\$ 750.00	0.00	0.00	\$ -	\$ -
4.7	Adjust Existing Intake Casting	EA	47	\$ 150.00	\$ 7,050.00	0	29	\$ -	\$ 4,350.00
4.8	Adjust Existing Storm Sewer Manhole Casting	EA	11	\$ 100.00	\$ 1,100.00	0	7	\$ -	\$ 700.00
4.9	Adjust Existing Subdrain Cleanout Casting	EA	19	\$ 100.00	\$ 1,900.00	0	0	\$ -	\$ -
4.10	Subdrain, 8" (Change Order No. 3)	LF	0	\$ 15.25	\$ -	0	555	\$ -	\$ 8,463.75
4.11	Subdrain Outlet, 8" (Change Order No. 3)	EA	0	\$ 150.00	\$ -	0	4	\$ -	\$ 600.00

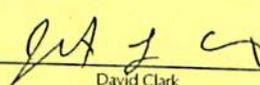
BID ITEMS									
	Specification Section / Description	Unit	Estimated Quantity	Unit Price	Extended Price	CDBG Eligible Quantity Complete	Estimated CDBG Non-Eligible Quantity Complete	CDBG Eligible Value Complete	CDBG Non-Eligible Value Complete
5.	Street & Related Work								
5.1	Pavement Removal	SY	8,100	\$ 5.00	\$ 40,500.00	0	6,543	\$ -	\$ 32,715.00
5.2	Unstable Subgrade Preparation (Assumed Quantity)	CY	1,000	\$ 8.00	\$ 8,000.00	0	0	\$ -	\$ -
5.3	Subgrade Stabilization Fabric	SY	9,400	\$ 2.00	\$ 18,800.00	4,154	2,987	\$ 8,308.00	\$ 5,974.00
5.4	Subgrade Preparation	SY	20,200	\$ 0.75	\$ 15,150.00	12,847	3,078	\$ 9,635.25	\$ 2,308.50
5.5	PCC Curb & Gutter, 7" Thick	LF	902	\$ 23.50	\$ 21,197.00	725	0	\$ 17,037.50	\$ -
5.6	PCC Pavement Patch, 6" Thick	SY	380	\$ 36.10	\$ 13,718.00	0	0	\$ -	\$ -
5.7	PCC Driveway Pavement, 6" Thick	SY	1,687	\$ 35.00	\$ 59,045.00	1047	0	\$ 36,645.00	\$ -
5.8	PCC Driveway Pavement, 7" Thick	SY	886	\$ 37.00	\$ 32,782.00	51	65	\$ 1,887.00	\$ 2,405.00
5.9	PCC Driveway Pavement, Colored & Stamped, 7" Thick	SY	87	\$ 86.00	\$ 7,482.00	0	66	\$ -	\$ 5,676.00
5.10	PCC Sidewalk, 4" Thick	SF	20,685	\$ 3.30	\$ 68,260.50	6920	10,764	\$ 22,836.00	\$ 35,521.20
5.11	PCC Sidewalk, Colored & Stamped, 4" Thick	SF	6,342	\$ 5.00	\$ 31,710.00	0	5,927	\$ -	\$ 29,635.00
5.12	PCC Sidewalk, 6" Thick	SF	1,896	\$ 4.50	\$ 8,532.00	0	452	\$ -	\$ 2,034.00
5.13	ADA Detectable Warning	SF	346	\$ 32.00	\$ 11,072.00	0	130	\$ -	\$ 4,160.00
5.14	Aggregate Surface Course	TON	200	\$ 15.00	\$ 3,000.00	0.00	0.00	\$ -	\$ -
5.15	HMA Pavement Patch	TON	165	\$ 190.00	\$ 31,350.00	82.75	0.00	\$ 15,722.50	\$ -
5.16	PCC Median Paving, Colored & Stamped, 4" Thick	SY	471	\$ 43.00	\$ 20,253.00	0	400	\$ -	\$ 17,200.00
5.17	Testing	LS	1	xxxxx	\$ 5,000.00	35%	35%	\$ 1,750.00	\$ 1,750.00
6.	Landscaping								
6.1	Topsoil	CY	1,400	\$ 12.00	\$ 16,800.00	0	0	\$ -	\$ -
6.2	Sodding	SQ	800	\$ 48.00	\$ 38,400.00	28.7	0	\$ 1,377.60	\$ -
7.	Lighting								
7.1	Electrical Circuit (Conduits & Conductors)	LF	860	\$ 19.80	\$ 17,028.00	0	430	\$ -	\$ 8,514.00
7.2	Conduit Only	LF	50	\$ 7.75	\$ 387.50	0	90	\$ -	\$ 697.50
7.3	Light Pole	EA	9	\$ 3,791.00	\$ 34,119.00	0	0	\$ -	\$ -
7.4	Handhole / Junction Box	EA	9	\$ 312.00	\$ 2,808.00	0	6	\$ -	\$ 1,872.00
TOTAL BASE BID					\$ 584,209.00			\$ 162,667.60	\$ 174,886.45
Alternate 1 -	PCC Paving								
1.1.1	Excavation	CY	7,300	\$ 6.50	\$ 47,450.00	6275	855	\$ 40,787.50	\$ 5,557.50
1.1.2	Aggregate Base Course, Furnish & Install	TON	7,888	\$ 12.00	\$ 94,656.00	3,596.52	838.00	\$ 43,158.24	\$ 10,056.00
1.1.3	Temporary Aggregate Surfacing, Salvage and Stock Pile	TON	4,000	\$ 4.50	\$ 18,000.00	3,046.00	0.00	\$ 13,707.00	\$ -
1.1.4	Aggregate Base Course, Install Salvaged Material	TON	4,000	\$ 4.50	\$ 18,000.00	3,046.00	0.00	\$ 13,707.00	\$ -
1.1.5	PCC Pavement, 6" Thick	SY	5,727	\$ 24.25	\$ 138,879.75	4519	0	\$ 109,585.75	\$ -
1.1.6	PCC Pavement, 7" Thick	SY	12,040	\$ 33.15	\$ 399,126.00	7,199	2,546	\$ 238,646.85	\$ 84,399.90
1.1.7	PCC Pavement Testing	LS	1	xxxxx	\$ 4,500.00	60%	10%	\$ 2,700.00	\$ 450.00
TOTAL ALTERNATE 1					\$ 720,611.75			\$ 462,292.34	\$ 100,463.40

TOTAL CONSTRUCTION AMOUNT \$ 1,304,820.75

\$ 624,959.94 \$ 275,349.85

SUMMARY						
		Contract Price		CDBG Eligible Value Completed	Non-CDBG Eligible Value Completed	Total Value Completed
Approved Change Orders (list each)	Original Contract Price	\$	1,304,820.75	\$	624,959.94	\$ 275,349.85
	Change Order 1	\$	-			
	Change Order 2	\$	11,219.60			
	Change Order 3	\$	2,681.25			
				Based on Quantities Complete and Unit Prices		
				Based on Quantities Complete and Unit Prices		
Revised Contract Price		\$	1,318,721.60	\$	624,959.94	\$ 275,349.85
Materials Stored		\$	-	\$	-	\$ -
Value of Completed Work and Materials Stored		\$	624,959.94	\$	275,349.85	\$ 900,309.79
Less Retained Percentage (5%)		\$	31,248.00	\$	13,767.49	\$ 45,015.49
Net Amount Due This Estimate		\$	593,711.94	\$	261,582.36	\$ 855,294.30
Less Estimate(s) Previously Approved	No.1			\$	71,457.15	\$ 11,769.07
	No.2			\$	227,375.37	\$ 92,791.78
	No.3			\$	63,703.29	\$ 91,401.63
	No.4			\$	40,960.96	\$ 41,029.70
	No.5					\$ -
	No.6					\$ -
Total Previously Approved		\$	403,496.77	\$	236,992.18	\$ 640,488.95
Percent Complete	68.3%	Amount Due This Estimate	\$	190,215.17	\$	24,590.18
				\$		\$ 214,805.35

The amount \$ 214,805.35 is recommended for approval for payment in accordance with the terms of the contract.

Quantities Complete Submitted By: Wicks Construction, Inc.	Recommended By: Veenstra & Kimm, Inc.	Approved By: City of Clear Lake
Signature  David Clark	Signature  Jason Petersburg, P.E.	Signature Nelson Crabb / Scott Flory
Title Project Manager	Title Project Engineer	Title Mayor / City Administrator
Date 9-12-12	Date 9/12/12	Date

August 30, 2012

To: Scott Flory, City Administrator

From: Linda Nelson, Finance Officer

Re: FY 2012 Street Finance Report

Attached is the Street Finance Report the City must complete each year and submit to the Iowa Department of Transportation by September 30. Please place the report on the September 17, 2012 council agenda for approval.

The Project Final Costs Sheet page includes the following projects completed during the fiscal year: 10th Avenue North, Tourist Park, Lincoln Village, 7th Avenue North Storm Sewer, Industrial Park Storm Sewer, and CDBG Contract #1 Project. Several of these projects were included because construction was completed at June 30, even though the projected was not accepted. The Overlay project was not included because it is considered maintenance.

Per the report the Road Use Tax Fund had an ending balance of \$865,072. The projected ending cash balance after the last amendment was \$523,872. The difference is due to 4 major factors:

- 1) The Road Use Tax fund is reported on the cash basis, which means any checks the City wrote after June 30th for invoice related to fy 12 expenditures are not included. Also, the Road Use Tax Allocation received in July is not included. The payables are \$59,490 and receivables \$54,407.
- 2) Road Used Tax Allocation received over budget \$31,000.
- 3) Cash Transfers to Capital Projects and Storm Sewer for the CDBG contract #2 under budget due to project not completed \$184,000.
- 4) Actual expenditures less than budgeted: Snow Removal \$53,000; 7th Ave N Storm Sewer Project Under budget \$18,000; St Lighting Utilities \$10,000; Bridge and Contracted Street Maintenance under budget by \$36,000.

If you have any questions, please let me know.



City Street Financial Report (Summary Statement Sheet)

FY 2011 Report

City Name	City Number	City Population	Fiscal Year
CLEAR LAKE	1372	7,777	2011

Column 1 Column 2 Column 3 Column 4
 Road Use Other Street Street Debt Totals
 Tax Fund Monies

Column 1 Column 2 Column 3 Column 4
 Road Use Other Street Street Debt Totals
 Tax Fund Monies

Round Figures to Nearest Dollar

Round Figures to Nearest Dollar

A. BEGINNING BALANCE				
1. July 1 Balance	716,487	0	0	716,487
2. Adjustments (Note on Explanation Sheet)				
3. Adjusted Balance	716,487	0	0	716,487
B. REVENUES				
1. Road Use Tax	732,491			732,491
2. Transfer of Jurisdictions Fund				
3. Property Taxes		688,668	120,787	809,455
4. Special Assessments		93,278	55,000	148,278
5. Miscellaneous		827,181	369,278	1,196,459
6. Proceeds from Bonds, Notes, and Loans				0
7. Interest Earned		5,935		5,935
8. Total Revenues (Lines B1 thru B7)	732,491	1,615,062	545,065	2,892,618
C. Total Funds Available (Line A3 + Line B8)				
	1,448,978	1,615,062	545,065	3,609,105

EXPENSES				
D. Maintenance				
1. Roadway Maintenance	117,694	564,225		681,919
2. Snow and Ice Removal	30,708	68,067		98,775
E. Construction, Reconstruction and Improvements				
1. Engineering	19,550	257,966		277,516
2. Right of Way Purchased				
3. Street/Bridge Construction	35,000	617,995		652,995
4. Traffic Services				
F. Administration				
		99,823		99,823
G. Equipment (Purchased or Leased)				
		6,986		6,986
H. Miscellaneous				
J. Street Debt				
1. Bonds, Notes, and Loans - Principal Paid			470,950	470,950
2. Bonds, Notes and Loans - Interest Paid			74,115	74,115
TOTALS				
K. Total Expenses (Lines D thru J)	202,952	1,615,062	545,065	2,363,079
L. Ending Balance (Line C-K)	1,246,026	0	0	1,246,026
M. Total Funds Accounted For (K + L = C)	1,448,978	1,615,062	545,065	3,609,105

City Street Financial Report

City Name	City Number	City Population	Fiscal Year
CLEAR LAKE	1372	7,777	2012

Cover Sheet

Now therefore let it be resolved that the city council of CLEAR LAKE, Iowa
(city name)

on 09/17/2012 did hereby approve and adopt the annual
(month/day/year)

City Street Financial Report from July 1, 2011 to June 30, 2012.
(year) (year)

Contact Information

Name	E-mail Address	Street Address	City	ZIP Code
Linda Nelson	linda@cityofclearlake.com	PO Box 185	Clear Lake	50428-0000
Hours	Phone	Extension	Alternate Phone	
8 a.m. to 5 p.m.	(641) 357-5267		(641) 357-5267	

Preparer Information

Name	E-mail Address	Phone	Extension
Linda Nelson	linda@cityofclearlake.com	(641) 357-5267	

Mayor Information

Name	E-mail Address	Street Address	City	ZIP Code
Nelson Crabb	clmayor@netins.net	PO Box 185	Clear Lake	50428-0000
Phone	Extension			
(641) 357-5267				

Resolution Number _____

Signature Mayor

Signature City Clerk



City Street Financial Report

City Name	City Number	City Population	Fiscal Year
CLEAR LAKE	1372	7,777	2012

Summary Statement Sheet

Column 1 Column 2 Column 3 Column 4
Road Use Other Street Street Debt Totals
Tax Fund Monies

Round Figures to Nearest Dollar

A. BEGINNING BALANCE				
1. July 1 Balance	1,246,026	0	0	1,246,026
2. Adjustments (Note on Explanation Sheet)				
3. Adjusted Balance	1,246,026	0	0	1,246,026
B. REVENUES				
1. Road Use Tax	737,657			737,657
2. Transfer of Jurisdictions Fund				
3. Property Taxes		624,049	174,601	798,650
4. Special Assessments		16,079	45,000	61,079
5. Miscellaneous		1,786,051	319,010	2,105,061
6. Proceeds from Bonds, Notes, and Loans				0
7. Interest Earned		5,374		5,374
8. Total Revenues (Lines B1 thru B7)	737,657	2,431,553	538,611	3,707,821
C. Total Funds Available (Line A3 + Line B8)	1,983,683	2,431,553	538,611	4,953,847

Column 1 Column 2 Column 3 Column 4
Road Use Other Street Street Debt Totals
Tax Fund Monies

Round Figures to Nearest Dollar

EXPENSES				
D. Maintenance				
1. Roadway Maintenance	509,150	598,238		1,107,388
2. Snow and Ice Removal	20,489	23,531		44,020
E. Construction, Reconstruction and Improvements				
1. Engineering	21,534	181,654		203,188
2. Right of Way Purchased				
3. Street/Bridge Construction	363,526	1,486,788		1,850,314
4. Traffic Services	15,103			15,103
F. Administration				
		99,981		99,981
G. Equipment (Purchased or Leased)				
	188,809	41,361		230,170
H. Miscellaneous				
J. Street Debt				
1. Bonds, Notes, and Loans - Principal Paid			475,949	475,949
2. Bonds, Notes and Loans - Interest Paid			62,662	62,662
TOTALS				
K. Total Expenses (Lines D thru J)	1,118,611	2,431,553	538,611	4,088,775
L. Ending Balance (Line C-K)	865,072	0	0	865,072
M. Total Funds Accounted For (K + L = C)	1,983,683	2,431,553	538,611	4,953,847



City Street Financial Report

City Name	City Number	City Population	Fiscal Year
CLEAR LAKE	1372	7,777	2012

Miscellaneous Revenues and Expenses Sheet

Code Number and Itemization of Miscellaneous Revenues (Line B5 on the Summary Statement Sheet) (See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
144 FHWA Participation (Fed. Hwy. Admin.)	279,475	
141 Community Development Block Grant	677,590	
123 Various State Grants	33,147	
112 Utility Revenue	113,994	
195 Tax Increment Financing (TIF)	650,000	319,010
140 Federal Government (misc.)	14,081	
181 Junk and Old	12,551	
172 Labor & Services	5,213	
Line B5 Totals	1,786,051	319,010

Code Number and Itemization of Miscellaneous Expenses (Line H on the Summary Statement Sheet) "On street" parking expenses, street maintenance, buildings, insurance, administrative costs for printing, legal fees, bond fees etc. (See instructions)	Column 2 Other Street Monies	Column 3 Street Debt
Line H Totals		



City Street Financial Report

City Name	CLEAR LAKE	City Number	1372	City Population	7,777	Fiscal Year	2012
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Bonds, Notes and Loans Sheet

New Bond ?	Debt Type	Debt Purpose	DOT Use Only	Issue Date	Issue Amount	% Related to Street	Year Due	Principal Balance as of 7/1 or after	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance as of 6/30
<input type="checkbox"/>	General Obligation	Street Improvements	103	06/15/2007	1,100,000	77%	2017	545,850	105,000	28,025	80,850	21,579	440,850
<input type="checkbox"/>	General Obligation	Street Improvements	104	05/27/2010	1,160,000	69%	2015	531,900	370,000	14,456	255,299	9,974	161,900
<input type="checkbox"/>	General Obligation	Paving & Construction	302	06/15/2006	1,200,000	100%	2016	655,000	120,000	26,753	120,000	26,753	535,000
<input type="checkbox"/>	General Obligation	Sidewalk	801	09/22/2006	900,000	22%	2016	101,000	90,000	19,800	19,800	4,356	11,000
			New Bond Totals		0	0	Totals	1,833,750	685,000	89,034	475,949	62,662	1,148,750

700K (real)
 400K (City Bean)
 1st Ave N; Willow Creek; Central Gardens; 4th Ave S, Street Resurfacing
 1st Ave S; Industrial Park
 Refunding Issue: 10th Ave N; N. Shore Drive; S. Shore Drive; 4th Outlet Park



City Street Financial Report

City Name	City Number	City Population	Fiscal Year
CLEAR LAKE	1372	7,777	2012

Project Final Costs Sheet

For construction, reconstruction, and improvement projects with costs equal to or greater than 90% of the bid threshold in effect as the beginning of the fiscal year.

Section A

Check here if there are no entries for this year

Line No.	1. Project Number	2. Estimated Cost	3. Project Type	4. Public Letting?	5. Location/Project Description (limits, length, size of structure)
1	CDBG Underground	302,621	Miscellaneous	Yes	Storm Sewer Improvement N shore Dr to Buddy Holly Pl to 8th Ave N to 5th Pl N
2	7th Ave N Storm S	137,508	Miscellaneous	Yes	Storm Sewer Outlet Improvement 7th Ave N to Willow Creek
3	Industrial Park Storm	59,390	Miscellaneous	Yes	Industrial Park Storm Sewer Improvement
4	Tourist Park	159,920	Surfaces	Yes	Storm Sewer, Parking and paving improvements to Tourist Park Road
5	10th Ave N	459,777	Roadway Construction	Yes	Reconstruct 10th Ave N Buddy Holly to 5th Pl N, including Storm Sewer Improv
6	Lincoln Village	47,150	Roadside Construction	Yes	3rd Ave S remove on street parking, restore street right of way, curb & gutter replac

Section B

Line No.	1. Project Number	Contract Work			City Labor				13. Total
		6. Contractor Name	7. Contract Price	8. Additions/Deductions	9. Labor	10. Equipment	11. Materials	12. Overhead	
1	CDBG Underground	R & R Excavating, Inc	255,592	-8,048					247,544
2	7th Ave N Storm S	Nettleton Excavating, Inc	127,902	-4,796					123,106
3	Industrial Park Storm	Charlson Excavating Co	52,035	411					52,446
4	Tourist Park	Wicks Construction	140,007	-1,423					138,584
5	10th Ave N	Wicks Construction	433,509	8,385					441,894
6	Lincoln Village	Yohn Co	50,508	4,112					54,620



City Street Financial Report

City Name	City Number	City Population	Fiscal Year
CLEAR LAKE	1372	7,777	2012

Road/Street Equipment Inventory Sheet

Check here if there are no reportable equipment

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used on Project this FY?	8. Status
PW04	2008	Cat 120M Grader	147,812					No	No Change
MO03	2006	Xmark Lazer X Mower 60"	7,996					No	No Change
MO02	2006	Xmark Lazer XS Mower 72"	9,520					No	No Change
PW07	2000	Chev 3/4 ton Quad cab	9,000					No	No Change
PW26	2006	JD 5525 Tractor w/ 17' Flail Mower	64,176					No	No Change
PW13	2006	Camel 200 Sewer Machine	220,000					No	No Change
PW 14	2006	Chevy K3500	23,188					No	No Change
PW 32	2000	International 4900 6x4 Dump truck	35,000					No	No Change
PW 19	2005	Johnston VT650 Vacuum Sweeper	160,667					No	No Change
MO 01	2005	X Mark LZ31RV724 Mower	9,290					No	Traded
PW 01	2006	Chevy K1500	20,849					No	No Change
PW 05	1999	Case Super L Model 580 Backhoe	67,385					No	No Change
PW 09	1991	Ford One Ton Truck	25,041					No	No Change
PW 12	1993	International 4900 Truck	47,000					No	No Change
PW 15	1994	International 4900 4x2 Truck	38,779					No	No Change
PW 16	2001	International 4700 Truck	43,555					No	No Change
PW 17	1987	Ford F800 Truck	41,073					No	No Change
PW 22	1997	Dodge Ram 1 Ton Bucket Truck (White)	30,000					No	No Change
PW 24	1990	Dodge Dakota 4x4 Pickup	11,246					No	Sold
PW 25	1990	Sullair 185 CFM Air Compressor	10,370					No	No Change
PW 28	1999	Elgin Pelican 3 Wheel Mechanical Sweeper	79,173					No	Sold
PW 30	1996	International (red) Truck	44,000					No	No Change
PW 33	2001	International 4900 Truck	75,807					No	No Change



City Street Financial Report

City Name		City Number		City Population		Fiscal Year			
CLEAR LAKE		1372		7,777		2012			
1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used on Project this FY?	8. Status
PW 36	2001	Case 75XL Skid Loader	23,047					No	No Change
PW 37	2003	Ford F350 Truck	27,756					No	No Change
TR 06	1998	Jensen J22 Car Van Job Trailer	8,500					No	No Change
PW 44	1990	Miller 200 Roller	10,425					No	No Change
PW 38	2004	Case 721D Wheel Loader & Equipment	137,874					No	No Change
PW 18	2009	Case 621E Wheel Loader & Equipment	134,436					No	No Change
PW 21	2009	Case 580 Loader Backhoe	76,647					No	No Change
PW 45	2009	Cat 938 Loader	172,122					No	No Change
PW 20	2009	Ford F450	50,922					No	No Change
PW 04	2011	Exmark Mower	10,159					No	New
PW 25	2012	Elgin Pelican Street Sweeper	170,452					No	New
PW 24	2012	Ford F250 XL	24,897					No	New



Date: September 13, 2012

To: City of Clear Lake

Re: Memorandum of Understanding - North Shore Drive Streetscape

Dear Mayor, Council and Mr. Flory,

We at the Surf Ballroom are very pleased with the public improvements that are being made to North Shore Drive and its streetscape and appreciate the efforts to obtain grant funding that have made this project a possibility. The finished product will be very welcoming to the Surf's visitors and will greatly enhance their experience and perception of the Ballroom as well the community of Clear Lake at large.

We understand that these improvements end at the City's Right of Way line. We further understand that completing the project from the City's ROW to the front of the building concurrent with the City's project would be the most economical course of action. As you are aware, this project was not initiated by us and was not part of our near term capital plan. Nevertheless, we clearly see the need and the opportunity achieved via the grant funds. We have received bids for the portion of the project located on Surf property, but are not in a financial position to be able to fund the project at this time without assistance. We understand that it is anticipated that significant economies of scale can be achieved by adding the additional work to the on-site Contractors scope of responsibilities.

We would fully support and appreciate the City's desire to assist us with contracting the additional work as part of the on-going North Shore Drive streetscape project. We would request the City prepare an agreement that would grant a temporary construction easement for the project and would provide TIF funding to satisfy the cost of the additional work. The Dean Snyder family is in complete support of the project and funding agreement.

Once again, we appreciate all of the improvements have been made to the Surf District. Without the on-going support of the Community, the future of the Surf would be questionable at best. The partnership we have had with City Staff and Leadership has been overwhelming. We believe that with an on-going spirit of cooperation, the Surf Ballroom will continue to be an international tourist attraction for generations to come!

Sincerely,

Jeff Nicholas
President, NICCM Board of Directors

Dale Snyder
Surf Ltd.