"Sailing Ahead" With the City of
CLEAR LAKE
"Where People Make the Difference"

CITY OF CLEAR LAKE

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

March 14, 2025

HONORABLE MAYOR & CITY COUNCIL MEMBERS:

The next regular meeting of the Clear Lake City Council is scheduled for Monday, March 17, 2025, at 5:30 p.m., in the Council Chambers, at City Hall. Please refer to the attached agenda for the items discussed below:

ITEM #6A. **CLFD Township Fire Protection Agreements**. Iowa Code Section 359.42 requires township Trustees within the state to provide fire protection for their township. For a number of years, the Clear Lake Fire Department has been providing fire protection to townships surrounding the City of Clear Lake city limits through 28E agreements. Most recently in 2015, the city entered into ten (10) year agreements with Clear Lake, Grant, Lake, Lincoln, Mount Vernon, and Union townships located in Cerro Gordo County. Those agreements are set to expire on June 30, 2025. New five (5) year agreements are being proposed to replace these expiring agreements.

The new agreements are similar in content to the previous agreements. Under the terms of the agreements, the city shall furnish the necessary fire-fighting apparatus and equipment, as well as the personnel from the fire department of the city for the furnishing of fire protection and other emergency assistance. The cost of this service for the townships is calculated based on formula that factors in valuations, call volumes, population, and the fire department's average budget for the past four years.

ITEM #6D. **28E Road Maintenance Agreement**. Under IA Code Section 306, all roads and streets within the boundaries of a municipality are under the jurisdiction and control of the municipality except for concurrent primary highway systems that are under the jurisdiction of the IA Department of Transportation. The City of Clear Lake has multiple roads where the city limits run down the middle of the road creating a shared roadway with Cerro Gordo County. Over the years, the city and county have had a verbal agreement on the shared maintenance and snow/ice removal on these sections.

The proposed 28E road maintenance agreement clearly sets forth the conditions of the understanding the city and county have had for years. Segments of roadways are broken down in the agreement & exhibits by type of work and the responsibilities of both parties. By entering into a formal agreement, both the city and county will have clearly defined parameters to operate within to ensure a continued positive collaboration on these shared roadways.

CITY OF CLEAR LAKE

Jacob Widman
Acting City Administrator

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

TENTATIVE AGENDA
CLEAR LAKE CITY COUNCIL
CITY HALL – 15 N. 6TH STREET
MONDAY, MARCH 17, 2025
5:30 P.M.

1. Call to Order and Pledge of Allegiance led by Mayor Pro-Tem Mark Ebeling

2. Approval of Agenda.

3. Approval of Consent Agenda, including the following:

   A. Approval of City Council meeting minutes of March 3, 2025.
   B. Approval of the bills & claims.
   C. Approval of agreement with SAM, LLC to provide mapping services for utility updates in the amount of $24,750.
   D. Approval of Pay Estimate #10 in the amount of $9,500 to Dean Snyder Construction for the Lakeview Room & Bandshell Improvement Project.
   E. Approval of Pay Estimate #14 in the amount of $3,215.99 to Henkel Construction for the City Hall Remodel & Security Upgrade Project.
   F. Approval of Pay Estimate #11 in the amount of $151,936.59 to Dean Snyder Construction for the Surf District MEIC Project.
   G. Approval of extension of Pre-development Agreement with Clear Lake Hotel Development, LLC from April 1, 2025 to June 1, 2025.
   H. Licenses & Permits:
      Liquor License: Class C Retail Alcohol License, Ge-Jo's by the Lake; Class C Retail Alcohol License, Best Western Holiday Lodge; (renewals).
      Street Closing Requests: Clear Lake Earth Day Activities, Saturday, April 19th (5k & 10k race) & Saturday, April 26th (Trash Bash & Community Festival); Clear Lake Walleye Classic, Saturday, May 10th & Sunday May 11th.

4. Citizens opportunity to address the Council on items **not** on the agenda:

   - In conformance with the *City Council's Rules of Procedure and Iowa Open Meetings law*, no action or discussion 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. CLFD Township Fire Protection Agreements:

      - Introduction by Jacob Widman, Acting City Administrator.
      - Review of request by Doug Meyers, Fire Chief.
      - **Motion** to approve **Resolution #25-11,** "A Resolution approving 28E Agreements between the City of Clear Lake, Iowa, and the Board of Trustees of Clear Lake, Grant, Lake, Lincoln, Mt. Vernon, and Union Townships for the purposes of fire protection and aid and assistance for other emergencies or disasters relating to life and property" by City Council.
      - Discussion and consideration of Motion by City Council.

   B. Annual Report from Veterans Memorial Golf Club:

      - Review by Jason Floy, Board President.
      - Questions and Discussion by City Council.

   C. Zoning Ordinance Amendments:

      - Review by Matt Steding, City Engineer.
      - Open public hearing by Mayor Pro-Tem Mark Ebeling.
      - Motion to close public hearing by City Council.
      - Motion to approve **Ordinance #890,** "An Ordinance Amending Two Official Zoning Dimensional Requirements within High-Density, Single-Family Residential Zone (RS-12) of the City of Clear Lake, Iowa, from Minimum Lot Area of 6,000 Square Feet to Minimum Lot Area of 5,000 Square Feet and Minimum Lot Width of 60 Feet to Minimum Lot Width of 50 Feet", (1st reading).
      - Discussion and consideration of **Motion** by City Council.

   D. 28E Road Maintenance Agreement with Cerro Gordo County:

      - Review by Matt Steding, City Engineer.
      - Motion to approve **Resolution #25-12, "**A Resolution Approving 28E Road Maintenance Agreement Between the City of Clear Lake, Iowa and Cerro Gordo County, Iowa.
      - Discussion and consideration of Motion by City Council.

7. Chief of Police's Report:

8. Public Works Director's Report:

      - Response to RFP for additional Columbarium Units for the Clear Lake Municipal Cemetery.

9. City Engineer's Report:

10. Mayor's Report:

11. City Administrator's Report:

    - Proposal for Audit Services from Bohnsack & Frommelt.
    - Update on the 4th Avenue Corridor RAISE Planning Grant.

12. Closed Session: Pursuant to Section 21.5(g) of the Code of Iowa to discuss purchase of real estate.

13. Motion to Adjourn.

NEXT REGULAR MEETING –MONDAY, APRIL 7, 2025 at 5:30 p.m.

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

March 5, 2025

Matt L. Steding, P.E.
City Engineer
City of Clear Lake
PO Box 185
Clear Lake, IA 50428

Dear Matt,

At the request of the city, SAM is submitting a work order to provide professional GPS and GIS mapping services for utility updates of the city's water, storm, and sanitary sewer utilities.

SAM is providing an updated pricing schedule for what is identified as utility updates project to be contracted for the 2025 budget.

City staff will identify critical areas that they want prioritized for the utility updates and an area map will be finalized before commencing work.

Utility updates will be incorporated into the City of Clear Lake's GIS database and published to the Integrity Website.

GPS Data Collection & GIS Development

Water, Storm, and Sanitary Sewer Utility Network Updates: $90.00/structure*

*The budget recommended for these utilities is $24,750.00.

Fees are based on the number of estimated utility features as provided to SAM by the City of Clear Lake.

Thank you for the opportunity for this important project. Our team of professionals are eager to continue our successful partnership and contribute to the success of your GIS program.

Respectfully Submitted,

Kelton Baker | Project Manager
kelton.baker@sam.biz | 660-541-0047

IN WITNESS WHEREOF, the parties hereto have set their hand to duplicates hereto this _____ day of _____ 2025.

APPROVED BY: CLEAR LAKE, IA

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____

Signature: _____

APPROVED BY: Surveying And Mapping, LLC (SAM)

By: _____

Printed name: Ethan Herbek

Title: Director of GIS Operations

SAM
501 North Market / Maryville, MO 64468
660-562-0050 Office

#10

REQUEST FOR PAYMENT

From: Dean Snyder Construction Co.
913 N. 14th Street
Clear Lake, IA 50428

To: City of Clear Lake
PO Box 185
Clear Lake, IA 50428

Invoice: 202427200010
Invoice date: 2/26/2025
Period ending date: 2/26/2025

PO:
Project: 2024272
CL Bandshell Renovation
Contract date:
Architect:
Scope: Renovations to the interior and exterior of the City Park Bandshell

Request for payment:

Original contract amount	$754,000.00	
Approved changes	$0.00	
Revised contract amount		$754,000.00
Contract completed to date		$715,910.00
Add-ons to date	$0.00	
Taxes to date	$0.00	
Less retainage	$35,795.50	
Total completed less retainage		$680,114.50
Less previous requests	$670,614.50	
Current request for payment		$9,500.00
Current billing		$10,000.00
Current additional charges	$0.00	
Current tax	$0.00	
Less current retainage	$500.00	
Current amount due		$9,500.00
Remaining contract to bill	$73,885.50	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the City of Clear Lake relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.

CONTRACTOR:
By: Tim Tabbert
Dean Snyder Construction Co.
Date: 2/26/25

ARCHITECT:
By: Mark E Knoer
Date: 2/28/25 Certified Amount: $9500.00

State Of Iowa County Of Cerro Gordo

Subscribed and sworn to before me this 26th day of February, 2025

Notary Public Jodie W DeFord
My commission expires: 9-7-2026

JODIE W. DEFORD
Commission Number 736508
My Commission Expires
9-7-2026

REQUEST FOR PAYMENT DETAIL

Project: 2024272 / CL Bandshell Renovation Invoice: 202427200010 Period Ending Date: 2/26/2025

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
	Summary for Item #	754,000.00	705,910.00	10,000.00		715,910.00	94.95	38,090.00	35,795.50
Totals		754,000.00	705,910.00	10,000.00		715,910.00	94.95	38,090.00	35,795.50

REQUEST FOR PAYMENT DETAIL

Project: 2024272 / CL Bandshell Renovation Invoice: 202427200010 Period Ending Date: 2/26/2025

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
0101	General Conditions	105,594.00	100,000.00			100,000.00	94.70	5,594.00	5,000.00
0251	Select Demolition	36,200.00	36,200.00			36,200.00	100.00		1,810.00
0320	Non Typical Flatwork	9,338.00	9,338.00			9,338.00	100.00		466.90
0405	Masonry Sub	37,061.00	37,061.00			37,061.00	100.00		1,853.05
0500	Non Typical Structural Steel	861.00	861.00			861.00	100.00		43.05
0600	Non Typical Carpentry	6,348.00	6,348.00			6,348.00	100.00		317.40
0660	Architectural Casework	9,927.00	9,927.00			9,927.00	100.00		496.35
0740	Composite Siding	147,523.00	140,800.00			140,800.00	95.44	6,723.00	7,040.00
0741	EIFS/Stucco	7,471.00	7,471.00			7,471.00	100.00		373.55
0753	Flashing/Sheetmetal	4,156.00	4,156.00			4,156.00	100.00		207.80
0790	Architectural Caulking	1,256.00	1,256.00			1,256.00	100.00		62.80
0810	Doors & Hardware	39,396.00	36,000.00			36,000.00	91.38	3,396.00	1,800.00
0841	Aluminum Framing & Glazing	23,499.00	23,499.00			23,499.00	100.00		1,174.95
0901	Metal Studs/ Drywall	24,238.00	24,238.00			24,238.00	100.00		1,211.90
0920	Paint	21,047.00	21,047.00			21,047.00	100.00		1,052.35
0954	Resinous Flooring	16,026.00						16,026.00	
0956	Tile Carpet	10,251.00	10,251.00			10,251.00	100.00		512.55
0958	Ceramic Tile	16,529.00	16,529.00			16,529.00	100.00		826.45
1021	Specialties	15,824.00	15,824.00			15,824.00	100.00		791.20
1425	Wheelchair Lift	22,383.00	22,383.00			22,383.00	100.00		1,119.15
2200	Plumbing	16,721.00	16,721.00			16,721.00	100.00		836.05
2600	Electrical	182,351.00	166,000.00	10,000.00		176,000.00	96.52	6,351.00	8,800.00
	Totals	754,000.00	705,910.00	10,000.00		715,910.00	94.95	38,090.00	35,795.50

REQUEST FOR PAYMENT DETAIL

Project: 2024272 / CL Bandshell Renovation Invoice: 202427200010 Period Ending Date: 2/26/2025

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance

CO	CO Item and Description	CO Amount
	Total Change Order amount	0.00

TO OWNER/CLIENT:

City of Clear Lake
1419 2nd Ave S
Clear Lake, Iowa 50428

PROJECT:

Clear Lake City Hall Security
15 N 6th St
Clear Lake, Iowa 50428

APPLICATION NO: 14
INVOICE NO: 2345M.14
PERIOD: 02/01/25 - 02/28/25
PROJECT NO: 2345M
CONTRACT DATE:

FROM CONTRACTOR:

Henkel Construction Company
208 East State St
Mason City, Iowa 50401

VIA ARCHITECT/ENGINEER:

Scott Smed (Bergland & Cram Architects)
115 South Delaware Avenue
Mason City, Iowa 50401

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1.	Original Contract Sum		$828,100.00
2.	Net change by change orders		$8,151.92
3.	Contract Sum to date (Line 1 ± 2)		$836,251.92
4.	Total completed and stored to date (Column G on detail sheet)		$826,251.92
5.	Retainage:		
	a. 5.00% of completed work	$41,312.71	
	b. 0.00% of stored material	$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		$41,312.71
6.	Total earned less retainage (Line 4 less Line 5 Total)		$784,939.21
7.	Less previous certificates for payment (Line 6 from prior certificate)		$781,723.22
8.	Current payment due:		$3,215.99
9.	Balance to finish, including retainage (Line 3 less Line 6)		$51,312.71

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	$9,235.92	$(1,084.00)
Total approved this month:	$0.00	$0.00
Totals:	$9,235.92	$(1,084.00)
Net change by change orders:	$8,151.92	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Henkel Construction Company

By: _____ Date: March 4, 2025
Mason Harms, Controller

State of: Iowa
County of: Cerro Gordo
Subscribed and sworn to before me this 4th day of March 2025
Notary Public: Darci Mallo
My commission expires: June 28, 2027

NOTARIAL SEAL IOWA
DARCI MALLO
Commission Number 856976
My Commission Expires
June 28, 2027

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: $3,215.99

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

By: _____ Date: 03/05/2025

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 14
APPLICATION DATE: 2/28/2025
PERIOD: 02/01/25 - 02/28/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	1.C General Conditions.Misc. Credit	Supervision	$30,800.00	$30,492.00	$308.00	$0.00	$30,800.00	100.00%	$0.00	$1,540.00
2	1.C General Conditions.Misc. Credit	Temporary Facilities	$6,600.00	$6,600.00	$0.00	$0.00	$6,600.00	100.00%	$0.00	$330.00
3	1.C General Conditions.Misc. Credit	Insurance, Bonds and Dues	$5,745.00	$5,745.00	$0.00	$0.00	$5,745.00	100.00%	$0.00	$287.25
4	2.C Sitework.Misc. Credit	Demolition	$27,800.00	$27,800.00	$0.00	$0.00	$27,800.00	100.00%	$0.00	$1,390.00
5	2.C Sitework.Misc. Credit	Helical Piers	$26,950.00	$26,950.00	$0.00	$0.00	$26,950.00	100.00%	$0.00	$1,347.50
6	3.C Concrete.Misc. Credit	Concrete	$19,460.00	$19,460.00	$0.00	$0.00	$19,460.00	100.00%	$0.00	$973.00
7	4.C Masonry.Misc. Credit	Masonry	$25,100.00	$25,100.00	$0.00	$0.00	$25,100.00	100.00%	$0.00	$1,255.00
8	5.C Steel.Misc. Credit	Steel	$12,475.00	$12,475.00	$0.00	$0.00	$12,475.00	100.00%	$0.00	$623.76
9	6.C Carpentry.Misc. Credit	Rough Carpentry	$16,500.00	$16,500.00	$0.00	$0.00	$16,500.00	100.00%	$0.00	$825.00
10	6.C Carpentry.Misc. Credit	Finish Carpentry	$44,410.00	$44,410.00	$0.00	$0.00	$44,410.00	100.00%	$0.00	$2,220.51
11	7.C Thermal-Moist PR.Misc. Credit	Roofing	$11,500.00	$11,500.00	$0.00	$0.00	$11,500.00	100.00%	$0.00	$575.00
12	8.C Doors & Windows.Misc. Credit	Doors, Frames & Hardware	$63,690.00	$63,690.00	$0.00	$0.00	$63,690.00	100.00%	$0.00	$3,184.52
13	8.C Doors & Windows.Misc. Credit	Glass--Alum	$61,545.00	$58,467.75	$3,077.25	$0.00	$61,545.00	100.00%	$0.00	$3,077.26
14	9.C Finishes.Misc. Credit	Framing & Drywall	$60,500.00	$60,500.00	$0.00	$0.00	$60,500.00	100.00%	$0.00	$3,025.00
15	9.C Finishes.Misc. Credit	Acoustical Ceilings	$13,750.00	$13,750.00	$0.00	$0.00	$13,750.00	100.00%	$0.00	$687.51
16	9.C Finishes.Misc. Credit	Flooring	$18,850.00	$18,850.00	$0.00	$0.00	$18,850.00	100.00%	$0.00	$942.50
17	9.C Finishes.Misc. Credit	Painting	$8,200.00	$8,200.00	$0.00	$0.00	$8,200.00	100.00%	$0.00	$410.00
18	10.C Specialty Items.Misc. Credit	Specialties	$1,800.00	$1,800.00	$0.00	$0.00	$1,800.00	100.00%	$0.00	$90.00
19	10.C	Blinds	$3,050.00	$3,050.00	$0.00	$0.00	$3,050.00	100.00%	$0.00	$152.50

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Specialty Items.Misc. Credit									
20	10.C Specialty Items.Misc. Credit	Signage Allowance	$10,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$10,000.00	$0.00
21	15.C Mechanical.Misc. Credit	HVAC and Plumbing	$277,150.00	$277,150.00	$0.00	$0.00	$277,150.00	100.00%	$0.00	$13,857.53
22	16.C Electrical.Misc. Credit	Electrical	$82,225.00	$82,225.00	$0.00	$0.00	$82,225.00	100.00%	$0.00	$4,111.27
		TOTALS:	$828,100.00	$814,714.75	$3,385.25	$0.00	$818,100.00	98.79%	$10,000.00	$40,905.11

Change Orders

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
23	PCCO#001 PR #01 Change lights in Conf 113	$1,554.95	$1,554.95	$0.00	$0.00	$1,554.95	100.00%	$0.00	$77.75
24	PCCO#002 PR #3 Change finishes in vault	$7,596.97	$7,596.97	$0.00	$0.00	$7,596.97	100.00%	$0.00	$379.85
25	PCCO#004 Vibration Isolator credit	$(1,000.00)	$(1,000.00)	$0.00	$0.00	$(1,000.00)	100.00%	$0.00	$(50.00)
	TOTALS:	$8,151.92	$8,151.92	$0.00	$0.00	$8,151.92	100.00%	$0.00	$407.60

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS:	$836,251.92	$822,866.67	$3,385.25	$0.00	$826,251.92	98.80%	$10,000.00	$41,312.71

DEAN SNYDER CONSTRUCTION

REQUEST FOR PAYMENT

#11

From: Dean Snyder Construction Co.
913 N. 14th Street
Clear Lake, IA 50428

To: City of Clear Lake
PO Box 185
Clear Lake, IA 50428

Invoice: 202428200011

Invoice date: 2/28/2025
Period ending date: 2/28/2025

Request for payment:

Original contract amount	$5,004,416.70
Approved changes	$201,056.81
Revised contract amount	$5,205,473.51
Contract completed to date	4,343,905.27
Less retainage	$217,195.45
Total completed less retainage	$4,126,709.82
Less previous requests	$3,974,773.23
Current request for payment	$151,936.59
Current billing	159,933.28
Less current retainage	$7,996.69
Current amount due	**$151,936.59**
Remaining contract to bill	$1,078,763.69

PO:
Contract Date:
Contract For: Complete Construction of Musci Enrichment & Immersive Center per plans and specs.

Project: 2024282 Surf MEC
468 N. Shore Drive
Clear Lake, IA 50428

Billing Contact: Jodie DeFord at jodied@deansnyder.com

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner	209,778.68	-66,964.52
Total approved this Month	83,575.24	-25,332.59
TOTALS	293,353.92	-92,297.11
NET CHANGES by Change Order	201,056.81	

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the City of Clear Lake relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.

CONTRACTOR:
By: Dean Snyder Construction Co.
Date: 2/28/25

ARCHITECT:
By:
Date: 3/5/25 Certified Amount: $151,936.59

State Of Iowa County Of Cerro Gordo
Subscribed and sworn to before me this 28th day of February, 2025
Notary Public Jodie W DeFord
My commission expires: 9-7-2026

JODIE W. DEFORD
Commission Number 736508
My Commission Expires
9-7-2026

OWNER:
By: _____ Date: _____

Make all checks payable to **Dean Snyder Construction Co.**
Please note invoice number on all checks.

Service Charge of 1.5% per month on all invoices 30 days past due.
Terms Net 10 Days

THANK YOU FOR YOUR BUSINESS!

REQUEST FOR PAYMENT DETAIL

Project: 2024282 / Surf MEC Invoice: 202428200011 Period Ending Date: 2/28/2025

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Completed To Date	% Comp	Retainage Balance
0101	General Conditions	273,822.00	219,138.74	36,364.77	255,503.51	93.31	
0111	Testing/Survey	31,614.00	5,280.91		5,280.91	16.70	
0210	Joint Protection	17,210.00	17,205.19		17,205.19	99.97	
0310	Cast-in-Place Concrete	299,948.75	261,702.93		261,702.93	87.25	
0340	Precast Erection	43,741.00	43,760.44		43,760.44	100.04	
0341	Hollow Core Supplier	69,983.00	69,983.00		69,983.00	100.00	
0405	Masonry	44,942.00	44,942.00		44,942.00	100.00	
0505	Structural Steel Supplier	297,317.00	297,317.00		297,317.00	100.00	
0510	Steel Erection	172,739.00	172,586.38		172,586.38	99.91	
0550	Site Accessories	100,058.00	26,459.12	4,604.70	31,063.82	31.05	
0640	General Carpentry	173,024.00	149,644.06	16,701.65	166,345.71	96.14	
0665	Casework	58,642.00	8,340.06	2,796.74	11,136.80	18.99	
0750	Roofing, Sheetmetal, Paver Pat	197,651.00	189,945.00		189,945.00	96.10	
0810	Door Supplier	156,895.00	102,590.00		102,590.00	65.39	
0841	Aluminum/Glass/Glazing	125,700.00	106,580.49	1,494.75	108,075.24	85.98	
0901	Metal Studs/Drywall/EIFS	998,455.00	998,455.00		998,455.00	100.00	
0920	Painting	66,758.06	44,118.75	19,281.00	63,399.75	94.97	
0930	Acoustical Ceiling	28,999.80	15,000.00		15,000.00	51.72	
0958	Tiling,Resilient Flooring, Car	139,759.54	12,222.26		12,222.26	8.75	
1005	Accessories/Specialties	47,769.00	10,209.45	17,139.11	27,348.56	57.25	
1073	Furnishings	96,198.00	1,207.00		1,207.00	1.25	
1140	Kitchen Equipment	31,872.00					
1424	Elevator	104,600.00	94,140.00		94,140.00	90.00	
2100	Fire Sprinkler	51,067.00	44,240.22	6,826.78	51,067.00	100.00	
2200	Plumbing & HVAC	733,236.00	664,004.00	19,000.00	683,004.00	93.15	
2205	Mini Split	16,361.00	11,357.00	2,000.00	13,357.00	81.64	
2600	Electrical	355,189.76	266,000.00	27,572.50	293,572.50	82.65	
2800	Electronic Safety & Security	27,178.61					
2900	Sound System	79,114.39	4,439.01		4,439.01	5.61	
3100	Sitework & Site Utilities	142,833.75	138,922.23		138,922.23	97.26	
3191	Landscaping	21,610.00	874.57		874.57	4.05	
9999	Contractor's Fee	201,184.85	163,307.18	6,151.28	169,458.46	84.23	

RESOLUTION No. 25-11

A RESOLUTION APPROVING 28E AGREEMENTS BETWEEN THE CITY OF CLEAR LAKE, IOWA AND THE BOARDS OF TRUSTEE OF CLEAR LAKE, GRANT, LAKE, LINCOLN, MT. VERNON, AND UNION TOWNSHIPS FOR THE PURPOSES OF FIRE PROTECTION AND AID AND ASSISTANCE FOR OTHER EMERGENCIES OR DISASTERS RELATING TO LIFE AND PROPERTY

WHEREAS, it is in the best interest of the City of Clear Lake and Clear Lake, Grant, Lake, Lincoln, Mt. Vernon, and Union Townships to have a joint agreement for the purpose of providing fire protection and aid and assistance for other emergencies or disasters relating to life and property; and

WHEREAS, the City Council finds it in the best interest of the residents of Clear Lake to have updated agreements in place to provide these services to the various townships; and

WHEREAS, it is now necessary to approve said agreements.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Clear Lake, Iowa, that the aforementioned 28E Agreements are hereby approved. Further, the Mayor and City Clerk are directed to execute the agreements on behalf of the City.

PASSED AND APPROVED this 17th day of March, 2025.

_____

Mark Ebeling, Mayor Pro-Tem

Attest:

_____

Jennifer Larsen, City Clerk

5 YR AGREEMENTS FOR TOWNSHIP FIRE

	Clear Lake	Grant	Lake	Lincoln	Mt Vernon	Union	TOTALS
FY 26	34,836.00	3,181.00	20,420.00	8,444.00	1,767.00	3,024.00	71,672.00
FY 27	41,504.00	3,351.00	21,121.00	8,981.00	1,775.00	2,860.00	79,592.00
FY 28	48,172.00	3,521.00	21,822.00	9,518.00	1,783.00	2,696.00	87,512.00
FY 29	54,840.00	3,691.00	22,523.00	10,055.00	1,791.00	2,532.00	95,432.00
FY 30	61,508.00	3,861.00	23,224.00	10,592.00	1,799.00	2,368.00	103,352.00
TOTALS	**240,860.00**	**17,605.00**	**109,110.00**	**47,590.00**	**8,915.00**	**13,480.00**	**437,560.00**

Clear Lake Fire Department

Clear Lake, Iowa
Fire Chief – Doug Meyers
"DEDICATED TO SERVICE"

Clear Lake Fire Department
711 2nd Avenue North
Clear Lake, Iowa 50428
February 25, 2025

RE: CLEAR LAKE TOWNSHIP

Dear Sir or Madam.

Please find enclosed the annual report of activities and services provided to your townships by the Clear Lake Fire Department during the calendar year 2024. I am including for your review a list of all responses made by our department to your respective rural townships as well as a report detailing the total activities of our department. I have included all responses to your township including medical calls.

We received a new pumper-tanker apparatus on January 26, 2024. This truck was ordered on August 3, 2022, at a cost of $710,483.74. The apparatus was placed in-service on March 1, 2024. This apparatus carries 1880 gallons of water with a 2000 gallon per minutes fire pump. The chassis is designed to carry 6 firefighters safely in an enclosed cab.

The current contract for fire protection services is scheduled to expire June 30, 2025. The plan currently is to have the Clear Lake City Council approve a new five-year contract at their March 17, 2025 city council meeting. Once approved, the updated agreements will be mailed to you for your review and signature. The plan is for there to be no significant changes to the agreement from the previous one, but the fees will continue to be adjusted over the life of the agreement. As you recall, the contract fees are calculated only for fire department responses made into your area. The ambulance responses are not used as part of these calculations. The same formula to calculate the fees has been used by the City for the last 20 years. Each township and the City of Clear Lake have their fees calculated as percentages of the total fire department average budgets for the past 4 years using the following formula:

% Valuation + % call volume + % population divided by 3 times % total costs

Using this formula, your township fire protection service fees will be as follows:

FY2026 $34,836
FY2027 $41,504
FY2028 $48,172
FY2029 $54,840
FY2030 $61,508

Please do not hesitate in contacting me if you should have questions regarding the provided reports, the proposed fees, or if you should have any other needs from our department.

Sincerely,
Doug Meyers, Fire Chief

AGREEMENT TO PROVIDE RURAL FIRE PROTECTION
BY AND BETWEEN
CLEAR LAKE TOWNSHIP, CERRO GORDO COUNTY, IOWA
AND CITY OF CLEAR LAKE, IOWA
AMENDED AND RESTATED

This Township Fire Protection agreement (this "Agreement") is made and entered into this _____ day of _____ , 2025, by and between Clear Lake Township of Cerro Gordo, County, Iowa ("Township") and the City of Clear Lake's Volunteer Fire Department, ("CITY").

RECITALS

WHEREAS, the City has for many years provided fire protection services to particular geographical areas within the TOWNSHIP; and

WHEREAS, the provision of such fire protection services was covered by a written Agreement; and

WHEREAS, the current Agreement between the CITY and the TOWNSHIP was last renegotiated in 2014 and has automatically renewed since, both the City and the Township desire that the arrangement to provide fire protection services under the general terms of that Agreement continue and that an updated Agreement be developed; and

WHEREAS, THE CITY under the legal authority of the Code of Iowa has the power and the authority to provide conditions under which its fire department will answer calls outside the corporate limits and furnish fire protection and related emergency assistance to the real and personal property situated in rural areas with the same governmental immunity as when operating within the corporate limits; and

WHEREAS, THE CITY is a municipal corporation authorized by the statutes of the State of Iowa to provide fire protection and related emergency services outside its corporate limits and upon terms and conditions as it may prescribe; and

WHEREAS, Section 359.42 of the Code of Iowa requires the TOWNSHIP Trustees to provide fire protection to the TOWNSHIP; and

WHEREAS, the TOWNSHIP is a governmental unit, which has the power to levy a tax to obtain fire protection, pursuant to the provisions of the Code of Iowa.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and of the mutual benefits accrued to the TOWNSHIP and the CITY, the parties agree hereto as follows:

1. AREA OF SERVICE

For and in consideration of the payments to be made hereinafter provided and subject to the primary obligation of the fire department of the CITY to furnish fire protection and other emergency assistance to the real and personal property situated within the CITY's corporate limits, the CITY hereby agrees to furnish fire protection and other emergency assistance to the real and personal property situated within the boundaries of the TOWNSHIP described as follows:

In Sections 1-3, 10-15, 22-27, and 34-36.

2. PERSONNEL AND EQUIPMENT PROVIDED

The City shall furnish the necessary fire-fighting apparatus and equipment, as well as the personnel from the fire department of the CITY for the furnishing of fire protection and other emergency assistance that may arise within the designated area of the TOWNSHIP as hereinabove set forth. The Fire Chief or other duly authorized representative of the CITY shall be the sole judge of what apparatus, equipment, and personnel is necessary for the purpose of furnishing fire protection and other emergency assistance, when required, to protect the real and personal property situated within the boundaries of the TOWNSHIP, as above described.

3. TERM OF THE AGREEMENT

This Agreement shall automatically renew, but shall not be in effect for a period of more than five (5) years, beginning on July 1, 2025 and ending on June 30, 2030. Further, this Agreement is subject to biennial (every 2 years) review if either party should so request to re-negotiate any of the provisions herein. Notice must be given to the other party by the party requesting a review not later than January 5th of the odd numbered years covered by this Agreement.

4. OTHER AGREEMENTS

The volunteer fire department of the CITY shall be obligated to answer or otherwise respond to a fire call or render fire-fighting or other related

emergency services in any part of the above-named sections of the TOWNSHIP. However, it is agreed by the CITY and the TOWNSHIP that the CITY may use fire-fighting equipment in fighting fires in any other City, township, or County at its discretion when called upon to do so.

5. COST OF SERVICE

As part of the consideration for this Agreement, the fire protection and related services to be received by the TOWNSHIP, the Trustees of the TOWNSHIP agree, during the term of this Agreement, to levy a tax on the taxable property of the TOWNSHIP for the purpose of paying to the CITY for this fire protection and related emergency service. The CITY and TOWNSHIP agree to the following schedule which includes a step increase of $6,668 per year:

FY26 $34,836
FY27 $41,504
FY28 $48,172
FY29 $54,840
FY30 $61,508

6. TOWNSHIP PAYMENTS

It is agreed that the TOWNSHIP Clerk shall promptly remit, on or before December 1st and June 1st each year, monies received during the six (6) months immediately preceding said dates resulting from the fire protection levies. Payments shall be in the amounts to pay costs agreed to under this Agreement and shall be sent to the City Clerk of the CITY.

7. RULES AND REGULATIONS

It is understood by and agreed between the parties hereto that the volunteer fire department of the CITY will devise the necessary rules and regulations for the most effective fire-fighting protection for the area subject to this Agreement and, further, that as long as these rules and regulations do not limit or otherwise interfere with this Agreement, they shall be adhered to.

8. LIABILITY

It is further understood and agreed that as a part of the consideration for THE CITY entering into this Agreement, THE CITY shall have no liability, obligation, or responsibility to anyone other than to provide, house, and maintain the fire-fighting equipment and provide the services of its volunteer fire department in the area above designated for fire-fighting and other emergency services. THE CITY and each and every member of its volunteer fire fighting department are hereby relieved, absolved and exonerated from any liability whatsoever to

anyone which may arise through, under or out of, or because of this Agreement. While calls for fire protection in the rural area hereinabove described and designated will be responded to when received by THE CITY, it is understood and agreed by THE TOWNSHIP and THE CITY that the first claim on services of all volunteer firemen is within the corporate limits of THE CITY. However, if a rural fire call is received while the volunteer fire department of THE CITY is occupied in rendering services with THE CITY, THE CITY shall always provide at least one experienced fire-fighting volunteer to drive the fire truck to the place of rural fire together with other personnel as THE CITY'S fire chief shall determine.

9. MAINTENANCE AND USE OF EQUIPMENT

The methods applied in fire-fighting and the use of the fire equipment in the rural areas shall be solely in the jurisdiction and control of the volunteer fire department of THE CITY and its fire chief. From the annual rent received from THE TOWNSHIP, THE CITY shall pay all costs of maintaining and keeping their fire equipment in a good state of repair. In addition, thereto from said annual rent, THE CITY shall pay each fireman who responds to a rural fire call a sum to be agreed upon between THE CITY and the firemen.

10. RESPONSE

THE CITY and the members of its volunteer fire department are only obligated to perform hereunder to the best of their ability under the circumstances that exist. THE CITY shall not be responsible for or liable for any damage caused by failure or delay in arriving at or responding to a fire call in the rural area served hereunder or in refusing to respond if the circumstances support the reason for failure to respond.

11. AUTHORITY

In providing fire protection and emergency assistance in the rural area above designated, THE CITY and its volunteer firemen shall have the same rights, immunities and protections of the law as though answering a call for such fire protection within the corporate limits of THE CITY and the standard care required by the volunteer fire department of THE CITY in answering rural calls for fire protection or other emergency services in THE TOWNSHIP hereinabove described shall be the same as though answering a similar call within the corporate limits of THE CITY.

12. ADMINISTRATION OF AGREEMENT

This Agreement shall be administered by the Fire Chief of THE CITY. THE CITY and THE TOWNSHIP shall periodically review said agreement and attempt to resolved any problems, which may arise in carrying out said agreement.

13. NOTICES

Any written notice that may be required by this Agreement to be sent to THE CITY shall be sent to the City Clerk of the City of Clear Lake, 15 N. 6th Street, P.O. Box 185, Clear Lake, IA, 50428.

14. PREVIOUS AGREEMENTS

All previous agreements between the parties, written or verbal, covering the same or similar subject matter are hereby declared terminated, cancelled, null and void, and of no force and effect as of the effective date of this Agreement.

15. MISCELLANEOUS TERMS

This Agreement contains the entire understanding of the parties and no prior or subsequent verbal statements by any party or agency shall be binding unless reduced to writing and attached to this agreement as provided herein. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number and as masculine or feminine gender, according to the context. Words contained herein shall have their ordinary meaning unless defined otherwise in this Agreement and shall be construed to further the purpose and mission of the Agreement.

This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa. The paragraph headings in this Agreement are for convenience only and in no way define or limit the scope or intent of any provisions of this Agreement.

16. EXECUTION AND FILING

Four original copies of this Agreement shall be signed and acknowledged by all parties. Original copies shall be distributed as follows: One to the City of Clear Lake, One to the Secretary of State, One to the Clear Lake County Recorder, and One to the Township Clerk. The City will assume responsibility for filing and recording and payment of the appropriate related charges.

17. TIMELY PERFORMANCE

Time is of the essence in this Agreement. However, no delay by a party to this Agreement in exercising any right or remedy provided herein or otherwise afforded by law or equity shall be deemed a waiver or preclude the exercise of such right or remedy or constitute a waiver of any existing or subsequent default by another party to this Agreement.

18. SEVERABILITY

If any part of this Agreement shall be adjudged invalid or unenforceable, such adjudication shall not affect the validity or enforceability of this Agreement as a whole or any part thereof not adjudged invalid or unenforceable.

19. REPRESENTATIONS OF AUTHORITY

All individuals whose signatures appear below certify that the execution of this Agreement is with the full knowledge and authority of their respective Township Trustees and/or City Council, as reflected by appropriate and timely Resolution adopted by the governing body of each, with full compliance to all laws affecting their respective governing body and actions taken by it.

Approved by the City Council of the City of Clear Lake, Iowa, this _____day of _____, 2025.

For the CITY:

_____
Nelson P. Crabb, Mayor

Attest:

_____
Jennifer Larsen, City Clerk

For the TOWNSHIP:

Approved by the Board of Trustees of Clear Lake Township on this _____day of _____, 2025.

_____
Trustee Chairperson

_____
Township Clerk

Clear Lake Fire Department

Clear Lake, Iowa
Fire Chief – Doug Meyers
"DEDICATED TO SERVICE"

Clear Lake Fire Department
711 2nd Avenue North
Clear Lake, Iowa 50428
February 25, 2025

RE: GRANT TOWNSHIP

Dear Sir or Madam.

Please find enclosed the annual report of activities and services provided to your townships by the Clear Lake Fire Department during the calendar year 2024. I am including for your review a list of all responses made by our department to your respective rural townships as well as a report detailing the total activities of our department. I have included all responses to your township including medical calls.

We received a new pumper-tanker apparatus on January 26, 2024. This truck was ordered on August 3, 2022, at a cost of $710,483.74. The apparatus was placed in-service on March 1, 2024. This apparatus carries 1880 gallons of water with a 2000 gallon per minutes fire pump. The chassis is designed to carry 6 firefighters safely in an enclosed cab.

The current contract for fire protection services is scheduled to expire June 30, 2025. The plan currently is to have the Clear Lake City Council approve a new five-year contract at their March 17, 2025 city council meeting. Once approved, the updated agreements will be mailed to you for your review and signature. The plan is for there to be no significant changes to the agreement from the previous one, but the fees will continue to be adjusted over the life of the agreement. As you recall, the contract fees are calculated only for fire department responses made into your area. The ambulance responses are not used as part of these calculations. The same formula to calculate the fees has been used by the City for the last 20 years. Each township and the City of Clear Lake have their fees calculated as percentages of the total fire department average budgets for the past 4 years using the following formula:

% Valuation + % call volume + % population divided by 3 times % total costs

Using this formula, your township fire protection service fees will be as follows:

FY2026 $3,181
FY2027 $3,351
FY2028 $3,521
FY2029 $3,691
FY2030 $3,861

Please do not hesitate in contacting me if you should have questions regarding the provided reports, the proposed fees, or if you should have any other needs from our department.

Sincerely,
Doug Meyers, Fire Chief

AGREEMENT TO PROVIDE RURAL FIRE PROTECTION
BY AND BETWEEN
GRANT TOWNSHIP, CERRO GORDO COUNTY, IOWA
AND CITY OF CLEAR LAKE, IOWA
AMENDED AND RESTATED

This Township Fire Protection agreement (this "Agreement") is made and entered into this _____ day of _____, 2025, by and between GRANT Township of Cerro Gordo, County, Iowa ("Township") and the City of Clear Lake's Volunteer Fire Department, ("CITY").

RECITALS

WHEREAS, the City has for many years provided fire protection services to particular geographical areas within the TOWNSHIP; and

WHEREAS, the provision of such fire protection services was covered by a written Agreement; and

WHEREAS, the current Agreement between the CITY and the TOWNSHIP was last renegotiated in 2014 and has automatically renewed since, both the City and the Township desire that the arrangement to provide fire protection services under the general terms of that Agreement continue and that an updated Agreement be developed; and

WHEREAS, THE CITY under the legal authority of the Code of Iowa has the power and the authority to provide conditions under which its fire department will answer calls outside the corporate limits and furnish fire protection and related emergency assistance to the real and personal property situated in rural areas with the same governmental immunity as when operating within the corporate limits; and

WHEREAS, THE CITY is a municipal corporation authorized by the statutes of the State of Iowa to provide fire protection and related emergency services outside its corporate limits and upon terms and conditions as it may prescribe; and

WHEREAS, Section 359.42 of the Code of Iowa requires the TOWNSHIP Trustees to provide fire protection to the TOWNSHIP; and

WHEREAS, the TOWNSHIP is a governmental unit, which has the power to levy a tax to obtain fire protection, pursuant to the provisions of the Code of Iowa.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and of the mutual benefits accruing to the TOWNSHIP and the CITY, the parties agree hereto as follows:

1. AREA OF SERVICE

For and in consideration of the payments to be made hereinafter provided and subject to the primary obligation of the fire department of the CITY to furnish fire protection and other emergency assistance to the real and personal property situated within the CITY's corporate limits, the CITY hereby agrees to furnish fire protection and other emergency assistance to the real and personal property situated within the boundaries of the TOWNSHIP described as follows:

In Sections 22-27, and 34-36.

2. PERSONNEL AND EQUIPMENT PROVIDED

The City shall furnish the necessary fire-fighting apparatus and equipment, as well as the personnel from the fire department of the CITY for the furnishing of fire protection and other emergency assistance that may arise within the designated area of the TOWNSHIP as hereinabove set forth. The Fire Chief or other duly authorized representative of the CITY shall be the sole judge of what apparatus, equipment, and personnel is necessary for the purpose of furnishing fire protection and other emergency assistance, when required, to protect the real and personal property situated within the boundaries of the TOWNSHIP, as above described.

3. TERM OF THE AGREEMENT

This Agreement shall automatically renew, but shall not be in effect for a period of more than five (5) years, beginning on July 1, 2025 and ending on June 30, 2030. Further, this Agreement is subject to biennial (every 2 years) review if either party should so request to re-negotiate any of the provisions herein. Notice must be given to the other party by the party requesting a review not later than March 5th of the odd numbered years covered by this Agreement.

4. OTHER AGREEMENTS

The volunteer fire department of the CITY shall be obligated to answer or otherwise respond to a fire call or render fire-fighting or other related

emergency services in any part of the above-named sections of the TOWNSHIP. However, it is agreed by the CITY and the TOWNSHIP that the CITY may use fire-fighting equipment in fighting fires in any other City, township, or County at its discretion when called upon to do so.

5. COST OF SERVICE

As part of the consideration for this Agreement, the fire protection and related services to be received by the TOWNSHIP, the Trustees of the TOWNSHIP agree, during the term of this Agreement, to levy a tax on the taxable property of the TOWNSHIP for the purpose of paying to the CITY for this fire protection and related emergency service. The CITY and TOWNSHIP agree to the following schedule which includes a step increase of $170 per year:

FY26 $3,181
FY27 $3,351
FY28 $3,521
FY29 $3,691
FY30 $3,861

6. TOWNSHIP PAYMENTS

It is agreed that the TOWNSHIP Clerk shall promptly remit, on or before December 1st and June 1st each year, monies received during the six (6) months immediately preceding said dates resulting from the fire protection levies. Payments shall be in the amounts to pay costs agreed to under this Agreement and shall be sent to the City Clerk of the CITY.

7. RULES AND REGULATIONS

It is understood by and agreed between the parties hereto that the volunteer fire department of the CITY will devise the necessary rules and regulations for the most effective fire-fighting protection for the area subject to this Agreement and, further, that as long as these rules and regulations do not limit or otherwise interfere with this Agreement, they shall be adhered to.

8. LIABILITY

It is further understood and agreed that as a part of the consideration for THE CITY entering into this Agreement, THE CITY shall have no liability, obligation, or responsibility to anyone other than to provide, house, and maintain the fire-fighting equipment and provide the services of its volunteer fire department in the area above designated for fire-fighting and other emergency services. THE CITY and each and every member of its volunteer fire fighting department are hereby relieved, absolved and exonerated from any liability whatsoever to

anyone which may arise through, under or out of, or because of this Agreement. While calls for fire protection in the rural area hereinabove described and designated will be responded to when received by THE CITY, it is understood and agreed by THE TOWNSHIP and THE CITY that the first claim on services of all volunteer firemen is within the corporate limits of THE CITY. However, if a rural fire call is received while the volunteer fire department of THE CITY is occupied in rendering services with THE CITY, THE CITY shall always provide at least one experienced fire-fighting volunteer to drive the fire truck to the place of rural fire together with other personnel as THE CITY'S fire chief shall determine.

9. MAINTENANCE AND USE OF EQUIPMENT

The methods applied in fire-fighting and the use of the fire equipment in the rural areas shall be solely in the jurisdiction and control of the volunteer fire department of THE CITY and its fire chief. From the annual rent received from THE TOWNSHIP, THE CITY shall pay all costs of maintaining and keeping their fire equipment in a good state of repair. In addition, thereto from said annual rent, THE CITY shall pay each fireman who actually responds to a rural fire call a sum to be agreed upon between THE CITY and the firemen.

10. RESPONSE

THE CITY and the members of its volunteer fire department are only obligated to perform hereunder to the best of their ability under the circumstances that exist. THE CITY shall not be responsible or liable for any damages caused by failure or delay in arriving at or responding to a fire call in the rural area served hereunder or in refusing to respond if the circumstances support the reason for failure to respond.

11. AUTHORITY

In providing fire protection and emergency assistance in the rural area above designated, THE CITY and its volunteer firemen shall have the same rights, immunities and protections of the law as though answering a call for such fire protection within the corporate limits of THE CITY and the standard care required by the volunteer fire department of THE CITY in answering rural calls for fire protection or other emergency services in THE TOWNSHIP hereinabove described shall be the same as though answering a similar call within the corporate limits of THE CITY.

12. ADMINISTRATION OF AGREEMENT

This Agreement shall be administered by the Fire Chief of THE CITY. THE CITY and THE TOWNSHIP shall periodically review said agreement and attempt to resolve any problems, which may arise in carrying out said agreement.

13. NOTICES

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All previous agreements between the parties, written or verbal, covering the same or similar subject matter are hereby declared terminated, cancelled, null and void, and of no force and effect as of the effective date of this Agreement.

15. MISCELLANEOUS TERMS

This Agreement contains the entire understanding of the parties and no prior or subsequent verbal statements by any party or agency shall be binding unless reduced to writing and attached to this agreement as provided herein. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number and as masculine or feminine gender, according to the context. Words contained herein shall have their ordinary meaning unless defined otherwise in this Agreement and shall be construed to further the purpose and mission of the Agreement.

This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa. The paragraph headings in this Agreement are for convenience only and in no way define or limit the scope or intent of any provisions of this Agreement.

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Four original copies of this Agreement shall be signed and acknowledged by all parties. Original copies shall be distributed as follows: One to the City of Clear Lake, One to the Secretary of State, One to the Cerro Gordo County Recorder, and One to the Township Clerk. The City will assume responsibility for filing and recording and payment of the appropriate related charges.

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Time is of the essence in this Agreement. However, no delay by a party to this Agreement in exercising any right or remedy provided herein or otherwise afforded by law or equity shall be deemed a waiver or preclude the exercise of by another party to this Agreement.

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If any part of this Agreement shall be adjudged invalid or unenforceable, such adjudication shall not affect the validity or enforceability of this Agreement as a whole or any part thereof not adjudged invalid or unenforceable.

19. REPRESENTATIONS OF AUTHORITY

All individuals whose signatures appear below certify that the execution of this Agreement is with the full knowledge and authority of their respective Township Trustees and/or City Council, as reflected by appropriate and timely Resolution adopted by the governing body of each, with full compliance to all laws affecting their respective governing body and actions taken by it.

Approved by the City Council of the City of Clear Lake, Iowa, this _____day of _____, 2025.

For the CITY:

_____
Nelson P. Crabb, Mayor

Attest:

_____
Jennifer Larsen, City Clerk

For the TOWNSHIP:

Approved by the Board of Trustees of Grant Township on this _____ day of _____, 2025.

_____
Trustee Chairperson

_____
Township Clerk

Clear Lake Fire Department

Clear Lake, Iowa
Fire Chief – Doug Meyers
"DEDICATED TO SERVICE"

Clear Lake Fire Department
711 2nd Avenue North
Clear Lake, Iowa 50428
February 25, 2025

RE: LAKE TOWNSHIP

Dear Sir or Madam.

Please find enclosed the annual report of activities and services provided to your townships by the Clear Lake Fire Department during the calendar year 2024. I am including for your review a list of all responses made by our department to your respective rural townships as well as a report detailing the total activities of our department. I have included all responses to your township including medical calls.

We received a new pumper-tanker apparatus on January 26, 2024. This truck was ordered on August 3, 2022, at a cost of $710,483.74. The apparatus was placed in-service on March 1, 2024. This apparatus carries 1880 gallons of water with a 2000 gallon per minutes fire pump. The chassis is designed to carry 6 firefighters safely in an enclosed cab.

The current contract for fire protection services is scheduled to expire June 30, 2025. The plan currently is to have the Clear Lake City Council approve a new five-year contract at their March 17, 2025 city council meeting. Once approved, the updated agreements will be mailed to you for your review and signature. The plan is for there to be no significant changes to the agreement from the previous one, but the fees will continue to be adjusted over the life of the agreement. As you recall, the contract fees are calculated only for fire department responses made into your area. The ambulance responses are not used as part of these calculations. The same formula to calculate the fees has been used by the City for the last 20 years. Each township and the City of Clear Lake have their fees calculated as percentages of the total fire department average budgets for the past 4 years using the following formula:

% Valuation + % call volume + % population divided by 3 times % total costs

Using this formula, your township fire protection service fees will be as follows:

FY2026 $20,420
FY2027 $21,121
FY2028 $21,822
FY2029 $22,523
FY2030 $23,224

Please do not hesitate in contacting me if you should have questions regarding the provided reports, the proposed fees, or if you should have any other needs from our department.

Sincerely,
Doug Meyers, Fire Chief

AGREEMENT TO PROVIDE RURAL FIRE PROTECTION
BY AND BETWEEN
LAKE TOWNSHIP, CERRO GORDO COUNTY, IOWA
AND CITY OF CLEAR LAKE, IOWA
AMENDED AND RESTATED

This Township Fire Protection agreement (this "Agreement") is made and entered into this _____ day of _____ , 2025, by and between Lake Township of Cerro Gordo, County, Iowa ("Township") and the City of Clear Lake's Volunteer Fire Department, ("CITY").

RECITALS

WHEREAS, the City has for many years provided fire protection services to particular geographical areas within the TOWNSHIP; and

WHEREAS, the provision of such fire protection services was covered by a written Agreement; and

WHEREAS, the current Agreement between the CITY and the TOWNSHIP was last renegotiated in 2014 and has automatically renewed since, both the City and the Township desire that the arrangement to provide fire protection services under the general terms of that Agreement continue and that an updated Agreement be developed; and

WHEREAS, THE CITY under the legal authority of the Code of Iowa has the power and the authority to provide conditions under which its fire department will answer calls outside the corporate limits and furnish fire protection and related emergency assistance to the real and personal property situated in rural areas with the same governmental immunity as when operating within the corporate limits; and

WHEREAS, THE CITY is a municipal corporation authorized by the statutes of the State of Iowa to provide fire protection and related emergency services outside its corporate limits and upon terms and conditions as it may prescribe; and

WHEREAS, Section 359.42 of the Code of Iowa requires the TOWNSHIP Trustees to provide fire protection to the TOWNSHIP; and

WHEREAS, the TOWNSHIP is a governmental unit, which has the power to levy a tax to obtain fire protection, pursuant to the provisions of the Code of Iowa.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and of the mutual benefits accruing to the TOWNSHIP and the CITY, the parties agree hereto as follows:

1. AREA OF SERVICE

For and in consideration of the payments to be made hereinafter provided and subject to the primary obligation of the fire department of the CITY to furnish fire protection and other emergency assistance to the real and personal property situated within the CITY's corporate limits, the CITY hereby agrees to furnish fire protection and other emergency assistance to the real and personal property situated within the boundaries of the TOWNSHIP described as follows:

In Sections 1-36.

2. PERSONNEL AND EQUIPMENT PROVIDED

The City shall furnish the necessary fire-fighting apparatus and equipment, as well as the personnel from the fire department of the CITY for the furnishing of fire protection and other emergency assistance that may arise within the designated area of the TOWNSHIP as hereinabove set forth. The Fire Chief or other duly authorized representative of the CITY shall be the sole judge of what apparatus , equipment, and personnel is necessary for the purpose of furnishing fire protection and other emergency assistance, when required, to protect the real and personal property situated within the boundaries of the TOWNSHIP, as above described.

3. TERM OF THE AGREEMENT

This Agreement shall automatically renew, but shall not be in effect for a period of more than five (5) years, beginning on July 1, 2025 and ending on June 30, 2030. Further, this Agreement is subject to biennial (every 2 years) review if either party should so request to re-negotiate any of the provisions herein. Notice must be given to the other party by the party requesting a review not later than March 5th of the odd numbered years covered by this Agreement.

4. OTHER AGREEMENTS

The volunteer fire department of the CITY shall be obligated to answer or otherwise respond to a fire call or render fire-fighting or other related

emergency services in any part of the above named sections of the TOWNSHIP. However, it is agreed by the CITY and the TOWNSHIP that the CITY may use fire-fighting equipment in fighting fires in any other City, township, or County at its discretion when called upon to do so.

5. COST OF SERVICE

As part of the consideration for this Agreement, the fire protection and related services to be received by the TOWNSHIP, the Trustees of the TOWNSHIP agree, during the term of this Agreement, to levy a tax on the taxable property of the TOWNSHIP for the purpose of paying to the CITY for this fire protection and related emergency service. The CITY and TOWNSHIP agree to the following schedule which includes a step increase of $701 per year:

FY26 $20,420
FY27 $21,121
FY28 $21,822
FY29 $22,523
FY30 $23,224

6. TOWNSHIP PAYMENTS

It is agreed that the TOWNSHIP Clerk shall promptly remit, on or before December 1st and June 1st each year monies received during the six (6) months immediately preceding said dates resulting from the fire protection levies. Payments shall be in the amounts to pay costs agreed to under this Agreement and shall be sent to the City Clerk of the CITY.

7. RULES AND REGULATIONS

It is understood by and agreed between the parties hereto that the volunteer fire department of the CITY will devise the necessary rules and regulations for the most effective fire-fighting protection for the area subject to this Agreement and, further, that as long as these rules and regulations do not limit or otherwise interfere with this Agreement, they shall be adhered to.

8. LIABILITY

It is further understood and agreed that as a part of the consideration for THE CITY entering into this Agreement, THE CITY shall have no liability, obligation, or responsibility to anyone other than to provide, house, and maintain the fire-fighting equipment and provide the services of its volunteer fire department in the area above designated for fire-fighting and other emergency services. THE CITY and each and every member of its volunteer fire fighting department are hereby relieved, absolved and exonerated from any liability whatsoever to

anyone which may arise through, under or out of, or because of this Agreement. While calls for fire protection in the rural area hereinabove described and designated will be responded to when received by THE CITY, it is understood and agreed by THE TOWNSHIP and THE CITY that the first claim on services of all volunteer firemen is within the corporate limits of THE CITY. However, if a rural fire call is received while the volunteer fire department of THE CITY is occupied in rendering services with THE CITY, THE CITY shall always provide at least one experienced fire-fighting volunteer to drive the fire truck to the place of rural fire together with other personnel as THE CITY'S fire chief shall determine.

9. MAINTENANCE AND USE OF EQUIPMENT

The methods applied in fire-fighting and the use of the fire equipment in the rural areas shall be solely in the jurisdiction and control of the volunteer fire department of THE CITY and its fire chief. From the annual rent received from THE TOWNSHIP, THE CITY shall pay all costs of maintaining and keeping their fire equipment in a good state of repair. In addition thereto from said annual rent, THE CITY shall pay each fireman who actually responds to a rural fire call a sum to be agreed upon between THE CITY and the firemen.

10. RESPONSE

THE CITY and the members of its volunteer fire department are only obligated to perform hereunder to the best of their ability under the circumstances that exist. THE CITY shall not be responsible or liable for any damages caused by failure or delay in arriving at or responding to a fire call in the rural area served hereunder or in refusing to respond if the circumstances support the reason for failure to respond.

11. AUTHORITY

In providing fire protection and emergency assistance in the rural area above designated, THE CITY and its volunteer firemen shall have the same rights, immunities and protections of the law as though answering a call for such fire protection within the corporate limits of THE CITY and the standard care required by the volunteer fire department of THE CITY in answering rural calls for fire protection or other emergency services in THE TOWNSHIP hereinabove described shall be the same as though answering a similar call within the corporate limits of THE CITY.

12. ADMINISTRATION OF AGREEMENT

This Agreement shall be administered by the Fire Chief of THE CITY. THE CITY and THE TOWNSHIP shall periodically review said agreement and attempt to resolve any problems which may arise in carrying out said agreement.

13. NOTICES

Any written notice that may be required by this Agreement to be sent to THE CITY shall be sent to the City Clerk of the City of Clear Lake, 15 N. 6th Street, P.O. Box 185, Clear Lake, IA, 50428.

14. PREVIOUS AGREEMENTS

All previous agreements between the parties, written or verbal, covering the same or similar subject matter are hereby declared terminated, cancelled, null and void, and of no force and effect as of the effective date of this Agreement.

15. MISCELLANEOUS TERMS

This Agreement contains the entire understanding of the parties and no prior or subsequent verbal statements by any party or agency shall be binding unless reduced to writing and attached to this agreement as provided herein. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number and as masculine or feminine gender, according to the context. Words contained herein shall have their ordinary meaning unless defined otherwise in this Agreement and shall be construed to further the purpose and mission of the Agreement.

This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa. The paragraph headings in this Agreement are for convenience only and in no way define or limit the scope or intent of any provisions of this Agreement.

16. EXECUTION AND FILING

Four original copies of this Agreement shall be signed and acknowledged by all parties. Original copies shall be distributed as follows: One to the City of Clear Lake, One to the Secretary of State, One to the Cerro Gordo County Recorder, and One to the Township Clerk. The City will assume responsibility for filing and recording and payment of the appropriate related charges.

17. REPRESENTATIONS OF AUTHORITY

All individuals whose signatures appear below certify that the execution of this Agreement is with the full knowledge and authority of their respective Township Trustees and/or City Council, as reflected by appropriate and timely Resolution adopted by the governing body of each, with full compliance to all laws affecting their respective governing body and actions taken by it.

18. TIMELY PERFORMANCE

Time is of the essence in this Agreement. However, no delay by a party to this Agreement in exercising any right or remedy provided herein or otherwise afforded by law or equity shall be deemed a waiver or preclude the exercise of such right or remedy or constitute a waiver of any existing or subsequent default by another party to this Agreement.

19. SEVERABILITY

If any part of this Agreement shall be adjudged invalid or unenforceable, such adjudication shall not affect the validity or enforceability of this Agreement as a whole or any part thereof not adjudged invalid or unenforceable.

Approved by the City Council of the City of Clear Lake, Iowa, this _____day of _____, 2025.

For the CITY:

_____
Nelson P. Crabb, Mayor

Attest:

_____
Jennifer Larsen, City Clerk

For the TOWNSHIP:

Approved by the Board of Trustees of Lake Township on this _____ day of _____, 2025.

_____
Trustee Chairperson

_____
Township Clerk

Clear Lake Fire Department

Clear Lake, Iowa
Fire Chief – Doug Meyers
"DEDICATED TO SERVICE"

Clear Lake Fire Department
711 2nd Avenue North
Clear Lake, Iowa 50428
February 25, 2025

RE: LINCOLN TOWNSHP

Dear Sir or Madam.

Please find enclosed the annual report of activities and services provided to your townships by the Clear Lake Fire Department during the calendar year 2024. I am including for your review a list of all responses made by our department to your respective rural townships as well as a report detailing the total activities of our department. I have included all responses to your township including medical calls.

We received a new pumper-tanker apparatus on January 26, 2024. This truck was ordered on August 3, 2022, at a cost of $710,483.74. The apparatus was placed in-service on March 1, 2024. This apparatus carries 1880 gallons of water with a 2000 gallon per minutes fire pump. The chassis is designed to carry 6 firefighters safely in an enclosed cab.

The current contract for fire protection services is scheduled to expire June 30, 2025. The plan currently is to have the Clear Lake City Council approve a new five-year contract at their March 17, 2025 city council meeting. Once approved, the updated agreements will be mailed to you for your review and signature. The plan is for there to be no significant changes to the agreement from the previous one, but the fees will continue to be adjusted over the life of the agreement. As you recall, the contract fees are calculated only for fire department responses made into your area. The ambulance responses are not used as part of these calculations. The same formula to calculate the fees has been used by the City for the last 20 years. Each township and the City of Clear Lake have their fees calculated as percentages of the total fire department average budgets for the past 4 years using the following formula:

% Valuation + % call volume + % population divided by 3 times % total costs

Using this formula, your township fire protection service fees will be as follows:

FY2026 $8,444
FY2027 $8,981
FY2028 $9,518
FY2029 $10,055
FY2030 $10,592

Please do not hesitate in contacting me if you should have questions regarding the provided reports, the proposed fees, or if you should have any other needs from our department.

Sincerely,
Doug Meyers, Fire Chief

AGREEMENT TO PROVIDE RURAL FIRE PROTECTION
BY AND BETWEEN
LINCOLN TOWNSHIP, CERRO GORDO COUNTY, IOWA
AND CITY OF CLEAR LAKE, IOWA
AMENDED AND RESTATED

This Township Fire Protection agreement (this "Agreement") is made and entered into this _____ day of _____ , 2025, by and between LINCOLN Township of Cerro Gordo, County, Iowa ("Township") and the City of Clear Lake's Volunteer Fire Department, ("CITY").

RECITALS

WHEREAS, the City has for many years provided fire protection services to particular geographical areas within the TOWNSHIP; and

WHEREAS, the provision of such fire protection services was covered by a written Agreement; and

WHEREAS, the current Agreement between the CITY and the TOWNSHIP was last renegotiated in 2014 and has automatically renewed since, both the City and the Township desire that the arrangement to provide fire protection services under the general terms of that Agreement continue and that an updated Agreement be developed; and

WHEREAS, THE CITY under the legal authority of the Code of Iowa has the power and the authority to provide conditions under which its fire department will answer calls outside the corporate limits and furnish fire protection and related emergency assistance to the real and personal property situated in rural areas with the same governmental immunity as when operating within the corporate limits; and

WHEREAS, THE CITY is a municipal corporation authorized by the statutes of the State of Iowa to provide fire protection and related emergency services outside its corporate limits and upon terms and conditions as it may prescribe; and

WHEREAS, Section 359.42 of the Code of Iowa requires the TOWNSHIP Trustees to provide fire protection to the TOWNSHIP; and

WHEREAS, the TOWNSHIP is a governmental unit, which has the power to levy a tax to obtain fire protection, pursuant to the provisions of the Code of Iowa.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and of the mutual benefits accruing to the TOWNSHIP and the CITY, the parties agree hereto as follows:

1. AREA OF SERVICE

For and in consideration of the payments to be made hereinafter provided and subject to the primary obligation of the fire department of the CITY to furnish fire protection and other emergency assistance to the real and personal property situated within the CITY's corporate limits, the CITY hereby agrees to furnish fire protection and other emergency assistance to the real and personal property situated within the boundaries of the TOWNSHIP described as follows:

In Sections 19-36.

2. PERSONNEL AND EQUIPMENT PROVIDED

The City shall furnish the necessary fire-fighting apparatus and equipment, as well as the personnel from the fire department of the CITY for the furnishing of fire protection and other emergency assistance that may arise within the designated area of the TOWNSHIP as hereinabove set forth. The Fire Chief or other duly authorized representative of the CITY shall be the sole judge of what apparatus, equipment, and personnel is necessary for the purpose of furnishing fire protection and other emergency assistance, when required, to protect the real and personal property situated within the boundaries of the TOWNSHIP, as above described.

3. TERM OF THE AGREEMENT

This Agreement shall automatically renew, but shall not be in effect for a period of more than five (5) years, beginning on July 1, 2025 and ending on June 30, 2030. Further, this Agreement is subject to biennial (every 2 years) review if either party should so request to re-negotiate any of the provisions herein. Notice must be given to the other party by the party requesting a review not later than January 5th of the odd numbered years covered by this Agreement.

4. OTHER AGREEMENTS

The volunteer fire department of the CITY shall be obligated to answer or otherwise respond to a fire call or render fire-fighting or other related

emergency services in any part of the above named sections of the TOWNSHIP. However, it is agreed by the CITY and the TOWNSHIP that the CITY may use fire-fighting equipment in fighting fires in any other City, township, or County at its discretion when called upon to do so.

5. COST OF SERVICE

As part of the consideration for this Agreement, the fire protection and related services to be received by the TOWNSHIP, the Trustees of the TOWNSHIP agree, during the term of this Agreement, to levy a tax on the taxable property of the TOWNSHIP for the purpose of paying to the CITY for this fire protection and related emergency service. The CITY and TOWNSHIP agree to the following schedule which includes a step increase of $537 per year:

FY26 $8,444
FY27 $8,981
FY28 $9,518
FY29 $10,055
FY30 $10,592

6. TOWNSHIP PAYMENTS

It is agreed that the TOWNSHIP Clerk shall promptly remit, on or before December 1st and June 1st each year monies received during the six (6) months immediately preceding said dates resulting from the fire protection levies. Payments shall be in the amounts to pay costs agreed to under this Agreement and shall be sent to the City Clerk of the CITY.

7. RULES AND REGULATIONS

It is understood by and agreed between the parties hereto that the volunteer fire department of the CITY will devise the necessary rules and regulations for the most effective fire-fighting protection for the area subject to this Agreement and, further, that as long as these rules and regulations do not limit or otherwise interfere with this Agreement, they shall be adhered to.

8. LIABILITY

It is further understood and agreed that as a part of the consideration for THE CITY entering into this Agreement, THE CITY shall have no liability, obligation, or responsibility to anyone other than to provide, house, and maintain the fire-fighting equipment and provide the services of its volunteer fire department in the area above designated for fire-fighting and other emergency services. THE CITY and each and every member of its volunteer fire fighting department are hereby relieved, absolved and exonerated from any liability whatsoever to

anyone which may arise through, under or out of, or because of this Agreement. While calls for fire protection in the rural area hereinabove described and designated will be responded to when received by THE CITY, it is understood and agreed by THE TOWNSHIP and THE CITY that the first claim on services of all volunteer firemen is within the corporate limits of THE CITY. However, if a rural fire call is received while the volunteer fire department of THE CITY is occupied in rendering services with THE CITY, THE CITY shall always provide at least one experienced fire-fighting volunteer to drive the fire truck to the place of rural fire together with other personnel as THE CITY'S fire chief shall determine.

9. MAINTENANCE AND USE OF EQUIPMENT

The methods applied in fire-fighting and the use of the fire equipment in the rural areas shall be solely in the jurisdiction and control of the volunteer fire department of THE CITY and its fire chief. From the annual rent received from THE TOWNSHIP, THE CITY shall pay all costs of maintaining and keeping their fire equipment in a good state of repair. In addition thereto from said annual rent, THE CITY shall pay each fireman who actually responds to a rural fire call a sum to be agreed upon between THE CITY and the firemen.

10. RESPONSE

THE CITY and the members of its volunteer fire department are only obligated to perform hereunder to the best of their ability under the circumstances that exist. THE CITY shall not be responsible or liable for any damages caused by failure or delay in arriving at or responding to a fire call in the rural area served hereunder or in refusing to respond if the circumstances support the reason for failure to respond.

11. AUTHORITY

In providing fire protection and emergency assistance in the rural area above designated, THE CITY and its volunteer firemen shall have the same rights, immunities and protections of the law as though answering a call for such fire protection within the corporate limits of THE CITY and the standard care required by the volunteer fire department of THE CITY in answering rural calls for fire protection or other emergency services in THE TOWNSHIP hereinabove described shall be the same as though answering a similar call within the corporate limits of THE CITY.

12. ADMINISTRATION OF AGREEMENT

This Agreement shall be administered by the Fire Chief of THE CITY. THE CITY and THE TOWNSHIP shall periodically review said agreement and attempt to resolve any problems, which may arise in carrying out said agreement.

13. NOTICES

Any written notice that may be required by this Agreement to be sent to THE CITY shall be sent to the City Clerk of the City of Clear Lake, 15 N. 6th Street, P.O. Box 185, Clear Lake, IA, 50428.

14. PREVIOUS AGREEMENTS

All previous agreements between the parties, written or verbal, covering the same or similar subject matter are hereby declared terminated, cancelled, null and void, and of no force and effect as of the effective date of this Agreement.

15. MISCELLANEOUS TERMS

This Agreement contains the entire understanding of the parties and no prior or subsequent verbal statements by any party or agency shall be binding unless reduced to writing and attached to this agreement as provided herein. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number and as masculine or feminine gender, according to the context. Words contained herein shall have their ordinary meaning unless defined otherwise in this Agreement and shall be construed to further the purpose and mission of the Agreement.

This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa. The paragraph headings in this Agreement are for convenience only and in no way define or limit the scope or intent of any provisions of this Agreement.

16. EXECUTION AND FILING

Four original copies of this Agreement shall be signed and acknowledged by all parties. Original copies shall be distributed as follows: One to the City of Clear Lake, One to the Secretary of State, One to the Cerro Gordo County Recorder, and One to the Township Clerk. The City will assume responsibility for filing and recording and payment of the appropriate related charges.

17. TIMELY PERFORMANCE

Time is of the essence in this Agreement. However, no delay by a party to this Agreement in exercising any right or remedy provided herein or otherwise afforded by law or equity shall be deemed a waiver or preclude the exercise of such right or remedy or constitute a waiver of any existing or subsequent default by another party to this Agreement.

18. SEVERABILITY

If any part of this Agreement shall be adjudged invalid or unenforceable, such adjudication shall not affect the validity or enforceability of this Agreement as a whole or any part thereof not adjudged invalid or unenforceable.

19. REPRESENTATIONS OF AUTHORITY

All individuals whose signatures appear below certify that the execution of this Agreement is with the full knowledge and authority of their respective Township Trustees and/or City Council, as reflected by appropriate and timely Resolution adopted by the governing body of each, with full compliance to all laws affecting their respective governing body and actions taken by it.

Approved by the City Council of the City of Clear Lake, Iowa, this _____day of _____, 2025.

For the CITY:

_____
Nelson P. Crabb, Mayor

Attest:

_____
Jennifer Larsen, City Clerk

For the TOWNSHIP:

Approved by the Board of Trustees of Lincoln Township on this _____ day of _____ _____, 2025.

_____
Trustee Chairperson

_____
Township Clerk

Clear Lake Fire Department

Clear Lake, Iowa
Fire Chief – Doug Meyers
"DEDICATED TO SERVICE"

Clear Lake Fire Department
711 2nd Avenue North
Clear Lake, Iowa 50428
February 25, 2025

RE: MOUNT VERNON TOWNSHIP

Dear Sir or Madam.

Please find enclosed the annual report of activities and services provided to your townships by the Clear Lake Fire Department during the calendar year 2024. I am including for your review a list of all responses made by our department to your respective rural townships as well as a report detailing the total activities of our department. I have included all responses to your township including medical calls.

We received a new pumper-tanker apparatus on January 26, 2024. This truck was ordered on August 3, 2022, at a cost of $710,483.74. The apparatus was placed in-service on March 1, 2024. This apparatus carries 1880 gallons of water with a 2000 gallon per minutes fire pump. The chassis is designed to carry 6 firefighters safely in an enclosed cab.

The current contract for fire protection services is scheduled to expire June 30, 2025. The plan currently is to have the Clear Lake City Council approve a new five-year contract at their March 17, 2025 city council meeting. Once approved, the updated agreements will be mailed to you for your review and signature. The plan is for there to be no significant changes to the agreement from the previous one, but the fees will continue to be adjusted over the life of the agreement. As you recall, the contract fees are calculated only for fire department responses made into your area. The ambulance responses are not used as part of these calculations. The same formula to calculate the fees has been used by the City for the last 20 years. Each township and the City of Clear Lake have their fees calculated as percentages of the total fire department average budgets for the past 4 years using the following formula:

% Valuation + % call volume + % population divided by 3 times % total costs

Using this formula, your township fire protection service fees will be as follows:

FY2026 $1,767
FY2027 $1,775
FY2028 $1,783
FY2029 $1,791
FY2030 $1,799

Please do not hesitate in contacting me if you should have questions regarding the provided reports, the proposed fees, or if you should have any other needs from our department.

Sincerely,
Doug Meyers, Fire Chief

AGREEMENT TO PROVIDE RURAL FIRE PROTECTION
BY AND BETWEEN
MOUNT VERNON TOWNSHIP, CERRO GORDO COUNTY, IOWA
AND CITY OF CLEAR LAKE, IOWA
AMENDED AND RESTATED

This Township Fire Protection agreement (this "Agreement") is made and entered into this _____ day of _____ , 2025, by and between MOUNT VERNON Township of Cerro Gordo, County, Iowa ("Township") and the City of Clear Lake's Volunteer Fire Department, ("CITY").

RECITALS

WHEREAS, the City has for many years provided fire protection services to particular geographical areas within the TOWNSHIP; and

WHEREAS, the provision of such fire protection services was covered by a written Agreement; and

WHEREAS, the current Agreement between the CITY and the TOWNSHIP was last renegotiated in 2014 and has automatically renewed since, both the City and the Township desire that the arrangement to provide fire protection services under the general terms of that Agreement continue and that an updated Agreement be developed; and

WHEREAS, THE CITY under the legal authority of the Code of Iowa has the power and the authority to provide conditions under which its fire department will answer calls outside the corporate limits and furnish fire protection and related emergency assistance to the real and personal property situated in rural areas with the same governmental immunity as when operating within the corporate limits; and

WHEREAS, THE CITY is a municipal corporation authorized by the statutes of the State of Iowa to provide fire protection and related emergency services outside its corporate limits and upon terms and conditions as it may prescribe; and

WHEREAS, Section 359.42 of the Code of Iowa requires the TOWNSHIP Trustees to provide fire protection to the TOWNSHIP; and

WHEREAS, the TOWNSHIP is a governmental unit, which has the power to levy a tax to obtain fire protection, pursuant to the provisions of the Code of Iowa.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and of the mutual benefits accruing to the TOWNSHIP and the CITY, the parties agree hereto as follows:

1. AREA OF SERVICE

For and in consideration of the payments to be made hereinafter provided and subject to the primary obligation of the fire department of the CITY to furnish fire protection and other emergency assistance to the real and personal property situated within the CITY's corporate limits, the CITY hereby agrees to furnish fire protection and other emergency assistance to the real and personal property situated within the boundaries of the TOWNSHIP described as follows:

In Sections 1-6.

2. PERSONNEL AND EQUIPMENT PROVIDED

The City shall furnish the necessary fire-fighting apparatus and equipment, as well as the personnel from the fire department of the CITY for the furnishing of fire protection and other emergency assistance that may arise within the designated area of the TOWNSHIP as hereinabove set forth. The Fire Chief or other duly authorized representative of the CITY shall be the sole judge of what apparatus, equipment, and personnel is necessary for the purpose of furnishing fire protection and other emergency assistance, when required, to protect the real and personal property situated within the boundaries of the TOWNSHIP, as above described.

3. TERM OF THE AGREEMENT

This Agreement shall automatically renew, but shall not be in effect for a period of more than five (5) years, beginning on July 1, 2025 and ending on June 30, 2030. Further, this Agreement is subject to biennial (every 2 years) review if either party should so request to re-negotiate any of the provisions herein. Notice must be given to the other party by the party requesting a review not later than March 5th of the odd numbered years covered by this Agreement.

4. OTHER AGREEMENTS

The volunteer fire department of the CITY shall be obligated to answer or otherwise respond to a fire call or render fire-fighting or other related

emergency services in any part of the above named sections of the TOWNSHIP. However, it is agreed by the CITY and the TOWNSHIP that the CITY may use fire-fighting equipment in fighting fires in any other City, township, or County at its discretion when called upon to do so.

5. COST OF SERVICE

As part of the consideration for this Agreement, the fire protection and related services to be received by the TOWNSHIP, the Trustees of the TOWNSHIP agree, during the term of this Agreement, to levy a tax on the taxable property of the TOWNSHIP for the purpose of paying to the CITY for this fire protection and related emergency service. The CITY and TOWNSHIP agree to the following schedule which includes a step increase of $8:

FY26 $1,767
FY27 $1,775
FY28 $1,783
FY29 $1,791
FY30 $1,799

6. TOWNSHIP PAYMENTS

It is agreed that the TOWNSHIP Clerk shall promptly remit, on or before December 1st and June 1st each year monies received during the six (6) months immediately preceding said dates resulting from the fire protection levies. Payments shall be in the amounts to pay costs agreed to under this Agreement and shall be sent to the City Clerk of the CITY.

7. RULES AND REGULATIONS

It is understood by and agreed between the parties hereto that the volunteer fire department of the CITY will devise the necessary rules and regulations for the most effective fire-fighting protection for the area subject to this Agreement and, further, that as long as these rules and regulations do not limit or otherwise interfere with this Agreement, they shall be adhered to.

8. LIABILITY

It is further understood and agreed that as a part of the consideration for THE CITY entering into this Agreement, THE CITY shall have no liability, obligation, or responsibility to anyone other than to provide, house, and maintain the fire-fighting equipment and provide the services of its volunteer fire department in the area above designated for fire-fighting and other emergency services. THE CITY and each and every member of its volunteer fire fighting department are hereby relieved, absolved and exonerated from any liability whatsoever to

anyone which may arise through, under or out of, or because of this Agreement. While calls for fire protection in the rural area hereinabove described and designated will be responded to when received by THE CITY, it is understood and agreed by THE TOWNSHIP and THE CITY that the first claim on services of all volunteer firemen is within the corporate limits of THE CITY. However, if a rural fire call is received while the volunteer fire department of THE CITY is occupied in rendering services with THE CITY, THE CITY shall always provide at least one experienced fire-fighting volunteer to drive the fire truck to the place of rural fire together with other personnel as THE CITY'S fire chief shall determine.

9. MAINTENANCE AND USE OF EQUIPMENT

The methods applied in fire-fighting and the use of the fire equipment in the rural areas shall be solely in the jurisdiction and control of the volunteer fire department of THE CITY and its fire chief. From the annual rent received from THE TOWNSHIP, THE CITY shall pay all costs of maintaining and keeping their fire equipment in a good state of repair. In addition thereto from said annual rent, THE CITY shall pay each fireman who actually responds to a rural fire call a sum to be agreed upon between THE CITY and the firemen.

10. RESPONSE

THE CITY and the members of its volunteer fire department are only obligated to perform hereunder to the best of their ability under the circumstances that exist. THE CITY shall not be responsible or liable for any damages caused by failure or delay in arriving at or responding to a fire call in the rural area served hereunder or in refusing to respond if the circumstances support the reason for failure to respond.

11. AUTHORITY

In providing fire protection and emergency assistance in the rural area above designated, THE CITY and its volunteer firemen shall have the same rights, immunities and protections of the law as though answering a call for such fire protection within the corporate limits of THE CITY and the standard care required by the volunteer fire department of THE CITY in answering rural calls for fire protection or other emergency services in THE TOWNSHIP hereinabove described shall be the same as though answering a similar call within the corporate limits of THE CITY.

12. ADMINISTRATION OF AGREEMENT

This Agreement shall be administered by the Fire Chief of THE CITY. THE CITY and THE TOWNSHIP shall periodically review said agreement and attempt to resolve any problems, which may arise in carrying out said agreement.

13. NOTICES

Any written notice that may be required by this Agreement to be sent to THE CITY shall be sent to the City Clerk of the City of Clear Lake, 15 N. 6th Street, P.O. Box 185, Clear Lake, IA, 50428.

14. PREVIOUS AGREEMENTS

All previous agreements between the parties, written or verbal, covering the same or similar subject matter are hereby declared terminated, cancelled, null and void, and of no force and effect as of the effective date of this Agreement.

15. MISCELLANEOUS TERMS

This Agreement contains the entire understanding of the parties and no prior or subsequent verbal statements by any party or agency shall be binding unless reduced to writing and attached to this agreement as provided herein. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number and as masculine or feminine gender, according to the context. Words contained herein shall have their ordinary meaning unless defined otherwise in this Agreement and shall be construed to further the purpose and mission of the Agreement.

This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa. The paragraph headings in this Agreement are for convenience only and in no way define or limit the scope or intent of any provisions of this Agreement.

16. EXECUTION AND FILING

Four original copies of this Agreement shall be signed and acknowledged by all parties. Original copies shall be distributed as follows: One to the City of Clear Lake, One to the Secretary of State, One to the Cerro Gordo County Recorder, and One to the Township Clerk. The City will assume responsibility for filing and recording and payment of the appropriate related charges.

17. TIMELY PERFORMANCE

Time is of the essence in this Agreement. However, no delay by a party to this Agreement in exercising any right or remedy provided herein or otherwise afforded by law or equity shall be deemed a waiver or preclude the exercise of such right or remedy or constitute a waiver of any existing or subsequent default by another party to this Agreement.

18. SEVERABILITY

If any part of this Agreement shall be adjudged invalid or unenforceable, such adjudication shall not affect the validity or enforceability of this Agreement as a whole or any part thereof not adjudged invalid or unenforceable.

19. REPRESENTATIONS OF AUTHORITY

All individuals whose signatures appear below certify that the execution of this Agreement is with the full knowledge and authority of their respective Township Trustees and/or City Council, as reflected by appropriate and timely Resolution adopted by the governing body of each, with full compliance to all laws affecting their respective governing body and actions taken by it.

Approved by the City Council of the City of Clear Lake, Iowa, this _____day of _____, 2025.

For the CITY:

_____
Nelson P. Crabb, Mayor

Attest:

_____
Jennifer Larsen, City Clerk

For the TOWNSHIP:

Approved by the Board of Trustees of Mount Vernon Township on this _____ day of _____, 2025.

_____
Trustee Chairperson

_____
Township Clerk

Clear Lake Fire Department

Clear Lake, Iowa
Fire Chief – Doug Meyers
"DEDICATED TO SERVICE"

Clear Lake Fire Department
711 2nd Avenue North
Clear Lake, Iowa 50428
February 25, 2025

RE: UNION TOWSHP

Dear Sir or Madam.

Please find enclosed the annual report of activities and services provided to your townships by the Clear Lake Fire Department during the calendar year 2024. I am including for your review a list of all responses made by our department to your respective rural townships as well as a report detailing the total activities of our department. I have included all responses to your township including medical calls.

We received a new pumper-tanker apparatus on January 26, 2024. This truck was ordered on August 3, 2022, at a cost of $710,483.74. The apparatus was placed in-service on March 1, 2024. This apparatus carries 1880 gallons of water with a 2000 gallon per minutes fire pump. The chassis is designed to carry 6 firefighters safely in an enclosed cab.

The current contract for fire protection services is scheduled to expire June 30, 2025. The plan currently is to have the Clear Lake City Council approve a new five-year contract at their March 17, 2025 city council meeting. Once approved, the updated agreements will be mailed to you for your review and signature. The plan is for there to be no significant changes to the agreement from the previous one, but the fees will continue to be adjusted over the life of the agreement. As you recall, the contract fees are calculated only for fire department responses made into your area. The ambulance responses are not used as part of these calculations. The same formula to calculate the fees has been used by the City for the last 20 years. Each township and the City of Clear Lake have their fees calculated as percentages of the total fire department average budgets for the past 4 years using the following formula:

% Valuation + % call volume + % population divided by 3 times % total costs

Using this formula, your township fire protection service fees will be as follows:

FY2026 $3,024
FY2027 $2,860
FY2028 $2,696
FY2029 $2,532
FY2030 $2,368

Please do not hesitate in contacting me if you should have questions regarding the provided reports, the proposed fees, or if you should have any other needs from our department.

Sincerely,
Doug Meyers, Fire Chief

AGREEMENT TO PROVIDE RURAL FIRE PROTECTION
BY AND BETWEEN
UNION TOWNSHIP, CERRO GORDO COUNTY, IOWA
AND CITY OF CLEAR LAKE, IOWA
AMENDED AND RESTATED

This Township Fire Protection agreement (this "Agreement") is made and entered into this _____ day of _____, 2025, by and between UNION Township of Cerro Gordo, County, Iowa ("Township") and the City of Clear Lake's Volunteer Fire Department, ("CITY").

RECITALS

WHEREAS, the City has for many years provided fire protection services to particular geographical areas within the TOWNSHIP; and

WHEREAS, the provision of such fire protection services was covered by a written Agreement; and

WHEREAS, the current Agreement between the CITY and the TOWNSHIP was last renegotiated in 2014 and has automatically renewed since, both the City and the Township desire that the arrangement to provide fire protection services under the general terms of that Agreement continue and that an updated Agreement be developed; and

WHEREAS, THE CITY under the legal authority of the Code of Iowa has the power and the authority to provide conditions under which its fire department will answer calls outside the corporate limits and furnish fire protection and related emergency assistance to the real and personal property situated in rural areas with the same governmental immunity as when operating within the corporate limits; and

WHEREAS, THE CITY is a municipal corporation authorized by the statutes of the State of Iowa to provide fire protection and related emergency services outside its corporate limits and upon terms and conditions as it may prescribe; and

WHEREAS, Section 359.42 of the Code of Iowa requires the TOWNSHIP Trustees to provide fire protection to the TOWNSHIP; and

WHEREAS, the TOWNSHIP is a governmental unit, which has the power to levy a tax to obtain fire protection, pursuant to the provisions of the Code of Iowa.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and of the mutual benefits accruing to the TOWNSHIP and the CITY, the parties agree hereto as follows:

1. AREA OF SERVICE

For and in consideration of the payments to be made hereinafter provided and subject to the primary obligation of the fire department of the CITY to furnish fire protection and other emergency assistance to the real and personal property situated within the CITY's corporate limits, the CITY hereby agrees to furnish fire protection and other emergency assistance to the real and personal property situated within the boundaries of the TOWNSHIP described as follows:

In Sections 1-3, 10-15.

2. PERSONNEL AND EQUIPMENT PROVIDED

The City shall furnish the necessary fire-fighting apparatus and equipment, as well as the personnel from the fire department of the CITY for the furnishing of fire protection and other emergency assistance that may arise within the designated area of the TOWNSHIP as hereinabove set forth. The Fire Chief or other duly authorized representative of the CITY shall be the sole judge of what apparatus, equipment, and personnel is necessary for the purpose of furnishing fire protection and other emergency assistance, when required, to protect the real and personal property situated within the boundaries of the TOWNSHIP, as above described.

3. TERM OF THE AGREEMENT

This Agreement shall automatically renew, but shall not be in effect for a period of more than five (5) years, beginning on July 1, 2025 and ending on June 30, 2030. Further, this Agreement is subject to biennial (every 2 years) review if either party should so request to re-negotiate any of the provisions herein. Notice must be given to the other party by the party requesting a review not later than March 5th of the odd numbered years covered by this Agreement.

4. OTHER AGREEMENTS

The volunteer fire department of the CITY shall be obligated to answer or otherwise respond to a fire call or render fire-fighting or other related

emergency services in any part of the above named sections of the TOWNSHIP. However, it is agreed by the CITY and the TOWNSHIP that the CITY may use fire-fighting equipment in fighting fires in any other City, township, or County at its discretion when called upon to do so.

5. COST OF SERVICE

As part of the consideration for this Agreement, the fire protection and related services to be received by the TOWNSHIP, the Trustees of the TOWNSHIP agree, during the term of this Agreement, to levy a tax on the taxable property of the TOWNSHIP for the purpose of paying to the CITY for this fire protection and related emergency service. The CITY and TOWNSHIP agree to the following schedule which includes a step decrease of $164 per year:

FY26 $3,024
FY27 $2,860
FY28 $2,696
FY29 $2,532
FY30 $2,368

6. TOWNSHIP PAYMENTS

It is agreed that the TOWNSHIP Clerk shall promptly remit, on or before December 1st and June 1st each year monies received during the six (6) months immediately preceding said dates resulting from the fire protection levies. Payments shall be in the amounts to pay costs agreed to under this Agreement and shall be sent to the City Clerk of the CITY.

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8. LIABILITY

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11. AUTHORITY

In providing fire protection and emergency assistance in the rural area above designated, THE CITY and its volunteer firemen shall have the same rights, immunities and protections of the law as though answering a call for such fire protection within the corporate limits of THE CITY and the standard care required by the volunteer fire department of THE CITY in answering rural calls for fire protection or other emergency services in THE TOWNSHIP hereinabove described shall be the same as though answering a similar call within the corporate limits of THE CITY.

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This Agreement shall be administered by the Fire Chief of THE CITY. THE CITY and THE TOWNSHIP shall periodically review said agreement and attempt to resolve any problems, which may arise in carrying out said agreement.

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19. REPRESENTATIONS OF AUTHORITY

All individuals whose signatures appear below certify that the execution of this Agreement is with the full knowledge and authority of their respective Township Trustees and/or City Council, as reflected by appropriate and timely Resolution adopted by the governing body of each, with full compliance to all laws affecting their respective governing body and actions taken by it.

Approved by the City Council of the City of Clear Lake, Iowa, this _____day of _____, 2025.

For the CITY:

_____
Nelson P. Crabb, Mayor

Attest:

_____
Jennifer Larsen, City Clerk

For the TOWNSHIP:

Approved by the Board of Trustees of Union Township on this _____ day of _____, 2025.

_____
Trustee Chairperson

_____
Township Clerk

VETERANS MEMORIAL GOLF CLUB
CLEAR LAKE, IA • EST. 1922

February 2025

Mayor Nelson Crabb & City of Clear Lake Council Members
City of Clear Lake
15 North 6th Street
Clear Lake, Iowa 50428

Re: Veterans Memorial Golf Club Foundation Annual Report to the City of Clear Lake

Mayor Nelson Crabb and City of Clear Lake Council Members:

The Veterans Memorial Golf Club Foundation is pleased to provide you with this annual report and summary. In recent golf seasons we have experienced some conditions that made the course unplayable for stretches of time. This past year started off slowly with below average temperatures and above average rainfall. The golf season's window is small already, but experiencing unusual weather makes it even more challenging. We would like to thank the City of Clear Lake for their continued support. This partnership between the City of Clear Lake and the Veteran's Memorial Golf Club Foundation has proven successful.

2024 Financial Review

Included you will find the season ending financial documents for VMGC Foundation's 2024 operation. VMGC realized gross revenues of $512,872.90 (377,544.72 net after COGS). VMGC did close the season with a small loss of $4843 in net income. This was primarily a result of rising operational costs, and continued repair/upkeep expenses in the clubhouse and grounds. We will continue to monitor expenses going forward and make necessary adjustments. We also want to highlight that VMGC is still debt free and has maintained a stable amount of working capital.

2024 Improvements

The VMGC Board, along with grounds and clubhouse directors, believes annual improvements to the course and facility are vital to maintaining the integrity of the course. Working in partnership with the city and donors, we were able to make significant improvements to the grounds and facilities in 2024. These included:

- #1 Tee box landscaping project & clock. ($30K Investment)
- New fertilizer/chemical sprayer ($27K)
- Fairway mower unit repairs ($10K)
- The maintenance crews continue to remove and replace trees.
- Shelter houses were painted & logoed in Spring of 2024.
- Added new irrigation legs on hole #3

Opportunity to Give Back

In 2024 VMGC was excited to continue annual scholarships for CLHS graduates (1 male & 1 female). Eligible CLHS graduates would have been members of their respective golf teams and volunteered to help with our junior golf program. The 2024 receiving graduates were Taylor Plagge and Megan DeLong.

VMGC Membership

VMGC ended the 2024 season with approximately 278 season pass holders, similar to the previous year. As of February 1st, 2025, there have been 106 memberships already purchased for the 2025 season. Additionally, there are approximately 70 Friends of VMGC. Each of these voting members has contributed financially to the Foundation and many have volunteered their time and/or served on Boards and Committees. The group continues to be committed to the well-being of VMGC.

VMGC Capital Improvement Fund

Consistent with our operating agreement with the City of Clear Lake, we have established a capital improvement reserve fund. This holding account is where any excess funds from the operation will be held for future capital projects. As seen in this year's financials, we opted to use this fund to purchase a new chemical sprayer. The improvement fund value will be $22,106.90 entering the 2025 golf season. We hope to add to this fund to prepare for expected equipment needs in the future.

2025 Operating Budget

Enclosed you will find a 2025 Proposed Budget. After over a decade of golfing seasons we feel we have a good handle on the potential for revenues and expenses at VMGC. You will note that we are forecasting similar revenues and expenses for next year; however, we do budget for revenues to increase and expenses to increase year after year. The VMGC Board of Directors did review season pass dues and all have increased for the 2025 season.

Staff

VMGC is blessed to have two passionate lead employees. Both show tremendous dedication to making sure the club creates an exceptional experience every day. We have renewed Course Superintendent Jeremy Amosson's contract for 2025. Jeremy's knowledge, experience, and work ethic have been a tremendous asset to the course. We have also renewed the contract to Mike Oimoen as Director of Golf and Clubhouse Manager. Mike's duties are numerous, and his managerial skills have continued to make the clubhouse a welcoming experience.

Conclusion

VMGC was granted a 501C(3) tax-exempt designation in December 2012. After 13 seasons of golf we believe that Veteran's Memorial Golf Club has continued to operate positively and effectively. As the Veteran's Memorial Golf Foundation, being a non-profit organization, the City of Clear Lake and its residents can be assured that all potential proceeds from the operation will be reinvested into the property and its operation. We believe the non-profit business model coupled with the strong support of the City of Clear Lake assures Veteran's Memorial Golf Club the best chance for long-term sustainability.

As in the past, we cannot thank you enough for your trust and support throughout the years. We look forward to continuing a partnership and all the benefits of this important community attraction.

Sincerely,

VETERAN'S MEMORIAL GOLF CLUB FOUNDATION

BOARD OF DIRECTORS

Jason Floy, President
Matt Meyers, Treasurer
Matt Mixdorf, Grounds Chair
Cindy Rurup
Mark Ebeling, City Liaison

Bryce Fuhrman, Vice President
Matt Brinkman, Secretary
Paxton Farmer
Carrie Shannon

VETERANS MEMORIAL GOLF CLUB
Balance Sheet
As of December 31, 2024

	Dec 31, 24
ASSETS	
Current Assets	
Checking/Savings	
Checking Acct	5,726.82
Savings Acct (Improv Fund)	22,106.90
Jr Golf Fund	313.81
Tree Checking Fund	118.63
Total Checking/Savings	28,266.16
Other Current Assets	26,034.76
Total Current Assets	54,300.92
Fixed Assets	
Depreciable Assets	467,116.64
A/D - Depr Assets	-289,178.30
Total Fixed Assets	177,938.34
TOTAL ASSETS	**232,239.26**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2025 Prepaid Passes	12,050.00
Gift Certificates	2,482.66
Men's League Fund	5,379.18
Sales Tax Payable-	82.90
Payroll Liabilities	2,362.14
Total Other Current Liabilities	22,356.88
Total Current Liabilities	22,356.88
Total Liabilities	22,356.88
Equity	
Unrestricted Net Assets	214,725.40
Net Income	-4,843.02
Total Equity	209,882.38
TOTAL LIABILITIES & EQUITY	**232,239.26**

VETERANS MEMORIAL GOLF CLUB
Profit & Loss
January through December 2024

	Jan - Dec 24
Ordinary Income/Expense	
Income	
Season Passes	143,097.22
Revenues	
Golf Carts	44,135.97
USGA Handicap Cards	4,387.50
Merchandise Sales	19,998.23
Clubhouse Sales	158,093.18
Golf Sales (Fees, etc.)	141,060.80
Total Revenues	367,675.68
Friends of	2,100.00
Total Income	512,872.90
Cost of Goods Sold	135,328.18
Gross Profit	377,544.72
Expense	
Clubhouse Expenses	
Miscellaneous - C	840.65
Office - C	1,464.73
Payroll - C	105,546.02
Payroll Taxes - C	14,546.27
Permits - C	1,585.00
Repairs/Maint - C	5,352.26
Supplies - C	6,637.64
Tourney/Event Payouts - C	7,800.00
Total Clubhouse Expenses	143,772.57
Grounds Expenses	
Chem, Fert, Seed, Etc. - G	20,713.83
Fuel - G	7,808.98
Miscellaneous - G	235.43
Payroll - G	87,954.67
Payroll Taxes - G	11,821.48
Repairs/Maint - G	28,496.56
Supplies - G	321.00
Board Approved Exp - G	518.90
Total Grounds Expenses	157,870.85
Overhead Expenses	
Advertising - O	1,450.00
Bank Service Charges - O	16.05
Credit Card Fees - O	8,641.22
Dues and Subscriptions - O	643.50
Insurance - O	8,047.98
Professional Fees - O	3,729.15
Telephone - O	7,348.54
Utilities - O	17,543.56
Refunds - O	540.00
Total Overhead Expenses	47,960.00
Other (Depreciation)	

VETERANS MEMORIAL GOLF CLUB
Profit & Loss
January through December 2024

	Jan - Dec 24
Depreciation Expense	31,122.00
Total Other (Depreciation)	31,122.00
Total Expense	380,725.42
Net Ordinary Income	-3,180.70
Other Income/Expense	
Other Income	
Tree Fund Donations	2,481.70
Jr Golf Dues	3,952.00
Interest Income	98.18
Other Income	2,920.81
Total Other Income	9,452.69
Other Expense	
Scholarships	2,000.00
Tree Fund Expenses	4,000.00
Jr Golf Expenses	5,115.01
Total Other Expense	11,115.01
Net Other Income	-1,662.32
Net Income	**-4,843.02**

Jan - Dec 2025 - Proposed Operating Budget

Income			
Total Season Passes		145,000.00	
Total Golf Carts		45,000.00	
USGA Handicap Cards		4,500.00	
Merchandise Sales		20,000.00	
Total Clubhouse Sales		160,000.00	
Total Golf Sales (Fees, etc.)		145,000.00	
Total Revenues			519,500.00
Friends of			2,500.00
Total Income			522,000.00
Cost of Goods Sold			(137,500.00)
Gross Profit			384,500.00
Expense			
Clubhouse Expenses			
Miscellaneous - C	1,000.00		
Office - C	2,000.00		
Payroll - C	107,500.00		
Payroll Taxes - C	15,000.00		
Permits - C	1,750.00		
Repairs/Maint - C	6,000.00		
Tourney Payouts - C	8,000.00		
Supplies - C	8,000.00		
Total Clubhouse Expenses		149,250.00	
Grounds Expenses			
Chem, Fert, Seed, Etc. - G	20,000.00		
Fuel - G	8,000.00		
Miscellaneous - G	500.00		
Payroll - G	90,000.00		
Payroll Taxes - G	12,000.00		
Repairs/Maint - G	20,000.00		
Supplies - G	1,000.00		
Total Grounds Expenses		151,500.00	

Overhead			
Friends Appreciation - O	250.00		
Professional Fees - O	4,000.00		
Advertising - O	1,500.00		
Credit Card Fees - O	9,000.00		
Dues and Subscriptions - O	1,000.00		
Insurance - O	9,000.00		
Telephone - O	8,000.00		
Utilities - O	20,000.00		
Total Overhead		52,750.00	
Total Expense			353,500.00
Operating Income			31,000.00
Other Expenses			
Depreciation Expense		14,890.00	
Total Other Expenses			14,890.00
Net Income after Depreciation			16,110.00

Agreement Prepared By and Return Copy To: Jennifer Larsen, City Clerk, City of Clear Lake, 15 N. 6th Street, Clear Lake, Iowa 50428 * Telephone: (641) 357-5267

ORDINANCE NO. 890

ORDINANCE AMENDING TWO OFFICIAL ZONING DIMENSIONAL REQUIREMENTS WITHIN HIGH-DENSITY, SINGLE-FAMILY RESIDENTIAL ZONE (RS-12) OF THE CITY OF CLEAR LAKE, IOWA, FROM MINIMUM LOT AREA OF 6,000 SQUARE FEET TO MINIMUM LOT AREA OF 5,000 SQUARE FEET AND MINIMUM LOT WIDTH OF 60 FEET TO MINIMUM LOT WIDTH OF 50 FEET.

WHEREAS, the Planning & Zoning Commission of the City of Clear Lake, Iowa, reviewed the requested dimensional requirement changes at its meeting on January 28th, 2025, and has recommended to the Clear Lake City Council that the proposed dimensional requirements be approved.

WHEREAS, the Council of the City of Clear Lake, Iowa, set the date for a public hearing on the proposal to amend two dimensional requirements within the High-Density, Single-Family Residential Zone (RS-12) on March 17th, 2025, with notice published in the Clear Lake Mirror Reporter on March 6th, 2025; and

WHEREAS, the Council conducted the required public hearing at its regular meeting on March 17th, 2025.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLEAR LAKE, IOWA:

Section 1. The Council of the City of Clear Lake, Iowa, moves to adopt the recommendation of the Planning and Zoning Commission amending two Official Zoning Dimensional Requirements within High-Density, Single-Family Residential Zone (RS-12) of the City of Clear Lake, Iowa, from minimum lot area of 6,000 square feet to minimum lot area of 5,000 square feet and minimum lot width of 60 feet to minimum lot width of 50 feet.

Section 2. This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

PASSED and APPROVED this 21st day of April, 2025.

Nelson P. Crabb, Mayor

Attest:

Jennifer Larsen, City Clerk

1st reading: March 17th, 2025
2nd reading: April 7th, 2025
Final reading: April 21st, 2025

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Clear Lake City Council will conduct a public hearing on Monday, March 17th, 2025, at 5:30 p.m., in the Council Chambers, at the Clear Lake City Hall concerning a request from the City of Clear Lake Planning and Zoning Commission to amend two separate dimensional requirements within the High Density Single-Family Residential (RS-12) Zoning District.

You are further notified that the zoning amendments recommended by the Planning & Zoning Commission would amend the existing minimum lot area from 6,000 sf to 5,000 sf, and existing minimum lot width from 60 ft to 50 ft. Any person may appear at said hearing and speak for or against the proposed dimensional requirement amendments.

Questions may be addressed in advance of the hearing to either City Engineer Matt Steding at 641-355-4369, or Building Official Mike Ritter at 641-357-6135.

/S/ Jennifer Larsen
Jennifer Larsen, City Clerk

RESOLUTION No. _____

A RESOLUTION APPROVING 28E ROAD MAINTENANCE AGREEMENT BETWEEN THE CITY OF CLEAR LAKE, IOWA AND CERRO GORDO COUNTY, IOWA

WHEREAS, it is in the best interest of the City of Clear Lake, Iowa and Cerro Gordo County, Iowa to have a joint agreement for the purpose of defining the road maintenance responsibilities of the County and the City; and

WHEREAS, the City Council finds it in the best interest of the residents of Clear Lake to have an updated agreement in place to define the responsibilities of each party; and

WHEREAS, it is now necessary to approve said agreements.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Clear Lake, Iowa, that the aforementioned 28E Road Maintenance Agreement is hereby approved. Further, the Mayor and City Clerk are directed to execute the agreement on behalf of the City.

PASSED AND APPROVED this 17th day of March, 2025.

_____

Mark Ebeling, Mayor Pro-Tem

Attest:

_____

Jennifer Larsen, City Clerk

Please return to, 17274 Lark Avenue, Mason City, IA 50401, 641-424-9037

ROAD MAINTENANCE AGREEMENT
CERRO GORDO COUNTY AND CLEAR LAKE, IOWA

STATEMENT OF UNDERSTANDING:

Pursuant to Section 306 of the Iowa Code, all roads and streets within the boundaries of municipalities are under the jurisdiction and control of the city except that concurrent jurisdiction with the Iowa Department of Transportation exists on the primary highway systems.

It is readily understood by the parties hereto that Cerro Gordo County has no jurisdiction, control, responsibility, or obligation under the laws of the state for any part of the municipal street system as defined in the Code.

It is further understood that pursuant to rules adopted for the functional classification of highways by the Iowa Department of Transportation, all roads, or streets other than primary highways that are located on corporate lines are included in the municipal street system. It is agreed that this designation is binding as a part of this agreement.

It is further understood that other roads or streets covered by this agreement are under the jurisdiction and control of Cerro Gordo County.

PURPOSE OF AGREEMENT:

Define the road maintenance responsibilities of the County and the City.

SCOPE OF THE AGREEMENT:

Segments of roadway, as broken down into work type below, shall be designated the responsibilities of either or both entities. These segments and designations are detailed on the attached maps (Exhibit A) (Exhibit B).

ROUTINE BLADNG:
Routine blading of granular surfaced roadways shall include surface blading and dragging, spot patching of granular surfaced roads and entrances. The entity without jurisdiction shall pay 50% of the cost of granular material used when presented with an invoice.

ROUTINE MAINTENANCE:
Routine maintenance shall include tile line repair, mowing, cutting of trees and brush, weed eradication, minor repairs of culverts, minor pavement repair, ditch cleaning and shaping, shoulder and pavement edge rut repair, guardrail repair, pavement marking, and other maintenance usually performed. The entity with jurisdiction shall be responsible for routine maintenance without reimbursement.

MAJOR MAINTENANCE/CONSTRUCTION:
Major maintenance/construction shall include regrading, resurfacing, repaving, shouldering, pavement patching, culvert replacement, guardrail replacement in which material costs exceed $10,000, and new tile line crossings. The entity with jurisdiction shall be responsible for major maintenance decisions and performance and shall be reimbursed upon proper itemized billing and signed agreement executed prior to the work by the entity with jurisdiction for a percentage of the entire project costs excluding planning, surveying, engineering, contracting and inspection costs. Applicable costs include, but are not limited to, materials, equipment rental, labor, and third-party contracts.

SNOW AND ICE REMOVAL
The entity with jurisdiction shall be responsible for decisions on time and condition to respond to winter conditions. Their official policy shall be in effect for that segment. This includes the use of plowing, scraping, winging, sand, salt and chloride use. The other entity may, at their option, jointly plow.

BRIDGE INSPECTION, MAINTENANCE, REPAIR, REPLACEMENT
As the official population of Clear Lake is under 8,000 people, the two entities shall share responsibility. Currently there are two bridges on the county/city line: F-6-C-13 (106310) on 275th Street, east of Grouse and F-15-B-46 (106361) on Jonquil Avenue (S. 56th St.), north of 255th Street (4th Avenue N.).

Bridge inspections. Cerro Gordo County shall contract to have the inspections completed on F-6-C-13; Clear Lake shall contract to have the inspection completed on F-15-B-46. Reports shall be shared between the entities.

Maintenance and repair. Cerro Gordo shall be responsible for F-6-C-13 and the City of Clear Lake shall be responsible for F-15-B-46.

Bridge Replacement. Cerro Gordo shall be responsible for F-6-C-13 and the City of Clear Lake shall be responsible for F-15-B-46. If conditions require the replacement of either bridge, whether due to inspection recommendations or excessive damage, the entity with jurisdiction shall be responsible for decisions and performance.

The other party shall be informed before work is contracted and provided a cost estimate for budgeting. A signed agreement shall be executed prior to the work by the entity with jurisdiction for a percent of the entire project costs excluding planning, surveying, engineering, contracting and inspection costs. Applicable costs include, but are not limited to, materials, equipment rental, labor, and third-party contracts.

The jurisdiction shall be reimbursed upon proper itemized billing.

SPECIAL MAINTENANCE:
In the event the responsible jurisdiction, as defined herein, does not adequately perform its duties under this agreement, the aggrieved jurisdiction may advise, by regular mail or email, of deficiency and if after a reasonable waiting period, not to exceed ten days, remedial action has not been taken, take appropriate action and charge the costs thereof to the delinquent party. This pertains to blading and maintenance as well as snow and ice removal.

TRAFFIC CONTROL AND SIGNS:
Traffic control and signs shall include intersection lighting placement and maintenance costs. The City of Clear Lake shall be responsible for all signing on all streets and roads lying wholly within the corporate limits and on the portion of the corporate line roads that lie within the corporate limits. Cerro Gordo County shall be responsible for all signing on all streets and roads lying wholly within the county and on the portion of the corporate line roads that lie within the county limits.

DUST CONTROL PERMITTING:
The permitting of dust control shall be the responsibility of the entity with jurisdiction under routine blading.

DRIVEWAY PERMITTING:
The policies and permitting of all driveways shall fall under the jurisdiction of where they lie, regardless of the responsible entity.

WORK IN THE R/W PERMITTING:
The policies and permissions for such work shall be the responsibility of the entity in charge of routine maintenance.

ADDRESSING:
The policies covering 911 signing/addressing shall fall under the jurisdiction of where they lie, the regardless of responsible entity.

INDEMNIFICATION:
Each party to this agreement shall be considered an employee or agent of the other when performing work for the other party. The employing party therefore shall accept the underlying responsibility for proper performance and shall indemnify and defend the remaining party from any claims or suits involving compensatory or punitive damages that may be brought against it for work done while engaged as an employee or agent.

ADMINISTRATION OF AGREEMENT:
The County Engineer and the City Engineer shall administer this agreement and, in so doing, may consult their respective governing bodies regarding questions of interpretation.

SEPARABILITY AND SAVINGS CLAUSE:
If any section or parts of this contract or any rider thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with our enforcement of any section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate negotiations to mutually replace such section during the period of invalidity or restraint.

It is further agreed by the COUNTY and by the CITY that all road and street agreements under a prior date are hereby repealed and/or revoked.

DURATION OF AGREEMENT:
This agreement shall be perpetual in nature except that either jurisdiction may request, on thirty days written notice, revisions of the contract. If agreement is not reached through negotiations, this agreement shall be terminated by official action of the governing jurisdiction and the parties shall assume all duties and responsibilities for roads or streets under their respective jurisdiction as heretofore agreed.

If the population of Clear Lake exceeds 8,000, as counted by the US Census, this agreement must be revisited as per Iowa Code Chapter 331.429.2.

If at any time the City of Clear Lake annexes land or a major improvement (paving or city utility placement) or land use change (subdivision development) occurs, this agreement must be revised.

This Agreement, and attached Exhibit A and Exhibit B, constitutes the entire agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

IN WITNESS THEREOF, the parties hereto have set their hands for the purpose herein expressed.

SIGNED THIS _____ day of _____, 2025

CITY OF CLEAR LAKE, IOWA

_____

MAYOR NELSON CRABB DATE

ATTEST:

_____

CITY ENGINEER MATT STEDING, P.E. DATE

IN WITNESS THEROF, the parties hereto have set their hands for the purpose herein expressed.

SIGNED THIS _____ day of _____, 2025

CERRO GORDO COUNTY, IOWA
BOARD OF SUPERVISORS

_____

CHAIRMAN CHRIS WATTS DATE

ATTEST:

_____

COUNTY AUDITOR ADAM WEDMORE

Proposal for Audit Services
Years Ending June 30, 2025-2029

Presented to:

City of Clear Lake, Iowa

February 28, 2025

Bohnsack & Frommelt LLP
Certified Public Accountants

1500 River Drive, Suite 200
Moline, Illinois 61265

Sarah Bohnsack, Partner
563.343.9595
Sarah@bohnsackfrommelt.com

Mia Frommelt, Partner
563.549.9932
Mia@bohnsackfrommelt.com

Submitted by: Bohnsack & Frommelt, LLP

Sarah Bohnsack is entitled to represent Bohnsack & Frommelt, LLP, empowered to submit the bid and authorized to sign an agreement with City of Clear Lake, Iowa for the proposed audit services for fiscal years 2025 through 2029.

Fees and Compensation

At Bohnsack & Frommelt LLP our goal is to offer our clients expertise and the ability to effectively and efficiently apply the auditing standards in order to provide high-value service at a reasonable cost. Our goal is to exceed your expectations. We recognize that engaging an independent CPA Firm is an important investment. We work side by side with our clients to resolve issues as they arise and encourage our clients to contact us frequently throughout the year with any questions that they may have. We consider this time an investment in the relationship and do not bill for routine calls and questions throughout the year.

Total All-inclusive Maximum Cost for the Following Fiscal Years:

Fiscal Year	Financial & GAS Audit	Federal Single Audit	Total All-inclusive Maximum Fee
2025	$32,500	$4,000	$36,500
2026	33,000	4,000	37,000
2027	33,500	4,000	37,500
2028	34,000	4,000	38,000
2029	34,500	4,000	38,500

Partner Level Field Team

The Partners are on-site performing the audit procedures, resolving issues, and providing immediate audit conclusions. The City will work directly with a team of over 60 years of combined service in auditing cities and who dedicated their firm solely to governmental entities. The City will receive answers and audit conclusions as the audit is being performed, not at the end of the process.

Bohnsack & Frommelt LLP will deliver superior, timely service and cutting-edge expertise to City Lake, Iowa through a dedicated certified public accounting practice that focuses solely on the governmental industry. We look forward to working with you to meet your accounting needs. If you have questions regarding this proposal, please contact us.

This proposal is a firm and irrevocable for 90 days. Sarah Bohnsack and Mia Frommelt are authorized to make representations for Bohnsack & Frommelt LLP. The audit will be performed out of the Quad City Office, 1500 River Drive, Suite 200, Moline, IL 61265. The contact person will be Sarah Bohnsack, Partner 563.343.9595.

Sincerely,

Bohnsack & Frommelt LLP

Sarah Bohnsack, Partner Mia Frommelt, Partner

****

RESPONSE:

This letter correctly sets forth the understanding of City of Clear Lake, Iowa.

Management signature: _____

Title: _____

Date: _____

Governance signature : _____

Title: _____

Date: _____