September 18, 2026

HONORABLE MAYOR & CITY COUNCIL MEMBERS:

The next regular meeting of the Clear Lake City Council is scheduled for Monday September 21, 2026 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. Winnebago Watershed Management Plant (Steve Diers) – Enclosed is a summary and some initial information on the Winnebago Watershed Management Plan. This plan has been a cooperative effort over a year in the making between multiple agencies all within the Winnebago River Watershed. Adam Sears, Watershed Coordinator will be present to discuss the overall plan and potential steps going forward. Margo Underwood, APCL, will also be present and may offer some comment as well. We are looking to inform the council of the plan and look for a motion to generally accept.

ITEM #6B. 7th Avenue Re-alignment Project- Stormwater change order (Matt Steding) As discussed and initially acted on at the last meeting, this is the official change order (change order No. 1) to the 7th Avenue Re-alignment project that approves the storm water improvements as discussed. At the last meeting we reviewed two different sized storm water detention systems and consensus was to go with the larger of the two. The total cost for this option is $273,781.20. This is in line with what Matt discussed at the meeting. Planning and work to implement this system has been underway since initial approval. This change order approval makes the official change with the contract with Wicks Construction. Matt Steding will be present to review and answer questions.

ITEM #6C. Urban Renewal Area Plan Amendments- Expansion & Renewal (Jacob Widman)– Enclosed are several new Urban Renewal Plan as well as two "renewals" of recently expired Urban Renewal/ TIF Districts. Anywhere we plan or possibly anticipate the need for the use of the Tax Increment Financing tool, that area needs to be in a designated UR/TIF area. Once a project specific is known, you can then amend that project into the Urban Renewal Plan of the area. In this presentation we have two areas that expired, downtown and Courtway Park (Fairfield Hotel area) that expired and we need to renew those areas. We also have other areas that could have projects coming in the not-so-distant future and due to recent state law changes, it would be to our advantage to establish these areas now rather than after January 1, 2027. Jacob Widman will be present to discuss and answer questions on these planned amendments.

ITEM #6D. **CLTel Tower Access Agreement** (Steve Diers) – Enclosed is an access agreement and easement associated with the tower that stands adjacent to the rear of city hall. This tower is a privately owned tower of CLTel, which was placed on city property in which we mutually benefit from its use, and in 2018 entered into a Co-location agreement where the city allows ingress and egress on city property, placement of the tower on city property in exchange for use of our equipment on the tower. In April 2025 CLTel sold its interest in the tower to Xcell Towers III, LLC., and two things were noticed in that process, a) that the original lease was not publicly recorded; and b) the adjacent property owned by McColley Family LLC, with a business operating as the OHC clinic has lot lines that effectively cut off access to the rear of the building. This process tonight includes three items: 1) PD Tower Site Memorandum of Lease – which helps affirm the existence of the original lease (subject to tenant extensions until 2047); 2) PD Tower Site Estoppel Certificate – which requests consent for CLTel to re-assign their interest to Xcell Towers III, LLC.; and 3) the Tower Access Utility Easement – which grants mutual easement from the McColley Family LLC property to officially have easement to access the rear of the building. Jacob Widman will be present to discuss further and we anticipate Sean Khurana, CLTel, also being present to answer any questions.

ITEM #6E. **FY27 Street Sweeper Purchase** (Jeremy Korenberg) – FY27 we budgeted to replace our Pelican mechanical streetsweeper, one of two of the street-sweeping pieces of equipment at Public Works. Jeremy requested quotes from Sourcewell for state bid pricing on both an Elgin Broom Street sweeper (similar to our current model), as well as a Schwarze "chassis" style street sweeper. Both are a mechanical type sweeper compared to a vacuum style which is what our other sweeper is. Enclosed are the price comparisons for the units and the allowed trade in for our current Pelican Sweeper. Jeremy is recommending the purchase of the Elliot Equipment Quote for a net amount of **$351,720** which would purchase the Schwarze chassis style sweeper. We budgeted $450,000 in the current budget to allow for this purchase. The price includes a base warranty, additional warranty options were looked at but are not being recommended due to cost and overall value. Jeremy Korenberg will be present to go over this and answer questions.

ITEM #6F. **Hail Damage Roof Replacements** (Jacob Widman) – Due to a recent hailstorm this summer the city had damage on several buildings and their respective roofs. The ICAP Insurance adjuster visited the city and provided a statement of loss for eight city buildings. Quotes were then collected to make repairs and four in total were received. Two lower bids were extremely close with Larec Roofing of Mason City being the low bid at $58,438.23. It is our recommendation to go with the Larec Roofing quote. Jacob Widman will be present to review and answer any questions.

CITY OF CLEAR LAKE
Steve Diers
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, SEPTEMBER 21, 2026
5:30 PM

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

2. Approval of Agenda.

3. Approval of Consent Agenda, including the following:

   A. Approval of City Council meeting minutes of September 8, 2026.
   B. Approval of the bills & claims.
   C. Licenses & Permits:
      Liquor License: Special Class C Liquor License for Harvest Festival, Lucky Wife Wine Slushies; Special Class C Liquor License for Harvest Festival, Avion Azul; Class C Liquor License, Lakeview Pub, (renewal).
      Amusement License: The Nightmare Haunted Hike, (renewal).
      Excavator's License: Help's Drain & Septic Service, (renewal).

4. Citizens opportunity to address the Council:

   - 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 (first & last), address, and subject of your discussion so the Clerk may enter it into the minutes.
   - Speakers are limited to a maximum of five (5) minutes per person.

5. Unfinished Business:

6. New Business:

   A. Winnebago Watershed Management Plan:

      - Introduction by Steve Diers, City Administrator.
      - Review by Adam Sears, Watershed Coordinator.
      - Questions & Discussion.
      - Motion to approve Winnebago Watershed Management Plan.
      - Consideration of Motion.

B. 7th Avenue North Re-alignment Project:

- Review by Matt Steding, City Engineer.
- Questions & Discussion.
- Motion to approve Pay Estimate #1 in the amount of $189,198.65 and Change Order #1 in the amount of $273,781.20.
- Consideration of Motion.

C. Expanded Clear Lake Consolidated Urban Renewal Area & Plan Amendment:

- Review by Jacob Widman, Director of Finance & Administrative Services.
- Questions & Discussion.
- Motion to approve Resolution #26-50, "A Resolution Setting Date for Public Hearing on Designation of the Expanded Clear Lake Consolidated Urban Renewal Area and on Urban Renewal Plan Amendment".
- Consideration of Motion.

D. CLTel Tower Access Agreement:

- Introduction by Steve Diers, City Administrator.
- Review by Jacob Widman, Director of Finance & Administrative Services.
- Questions & Discussion.
- Motion to approve Access & Utilities Easement, Estoppel Certificate & Memorandum of Lease.
- Consideration of Motion.

E. FY 2026-27 Mechanical Street Sweeper Purchase:

- Review by Jeremy Korenberg, Public Works Director.
- Questions & Discussion.
- Motion to approve purchase of Schwarze M5 Torrent with International MC Chassis from Elliot Equipment in the amount of $351,720.00.
- Consideration of Motion.

F. Hail Damaged Room Replacements:

- Review by Jacob Widman, Director of Finance & Administrative Services.
- Questions & Discussion.
- Motion to approve quote from Larec Roofing in the amount of $58,438.23.
- Consideration of Motion.

7. Chief of Police's Report:

    - Review of proposed Trick-or-Treat date & time: Saturday, October 31st from 5:00 to 7:00 p.m.

8. Public Works Director's Report:

9. City Engineer's Report:

10. Director of Finance & Administrative Services Report:

11. Mayor's Report:

12. City Administrator's Report:

13. Motion to Adjourn.

NEXT REGULAR MEETING – MONDAY, OCTOBER 5, 2026 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

WINNEBAGO RIVER WATERSHED MANAGEMENT COALITION

Watershed Management Plan

Prepared September 2026

Cover photograph by Jim Pease. Photo provided courtesy of the Center for Rural Affairs.

Acknowledgements: Preparation of this plan was made possible by funding assistance provided by the United States Environmental Protection Agency and the Iowa Department of Natural Resources Watershed Management Section.

IOWA DEPARTMENT OF NATURAL RESOURCES

EPA United States Environmental Protection Agency

Prepared for: Winnebago River Watershed Management Coalition

Fiscal Agent: Mason City

Prepared by: JEO Consulting Group, Inc.

JEO Project Number: 231369.00

This water quality management plan was prepared to guide the Winnebago River Watershed Management Coalition (WMC) in developing and implementing future projects to reduce flooding, improve water quality, and enhance recreation. The plan may also serve as a basis for seeking financial support for those projects. It has been written with guidance published in EPA's "Handbook for Developing Watershed Plans to Restore and Protect Our Waters," updated March 2008, including EPA's Nine-Elements of a Successful Watershed Plan. The planning process utilized a Community Based Approach and incorporated several Iowa Smart Planning Principles.

Contact Information:

Ken Nelson, WMC Board Chairperson
Cerro Gordo SWCD Commissioner
(641) 424-4452

JEO Contact Information:

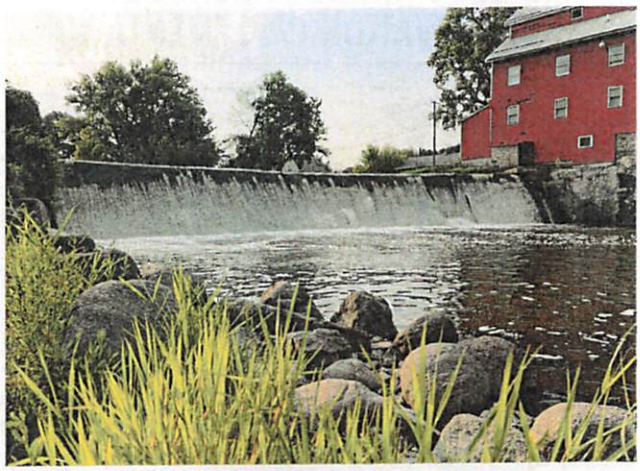
ADAM RUPE, CERP | Water Resources Project Manager
JEO CONSULTING GROUP INC
1615 SW Main St. Suite 205 | Ankeny, IA 50023
o: 402.435.3080 | f: 402.435.4110
arupe@jeo.com

WINNEBAGO RIVER WATERSHED MANAGEMENT PLAN

WINNEBAGO RIVER WATERSHED MANAGEMENT COALITION

EXECUTIVE SUMMARY

ABOUT THE WATERSHED PLAN



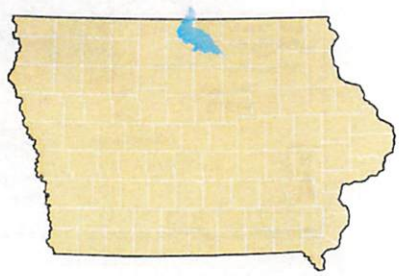
The **Winnebago River Watershed Management Plan** provides a coordinated framework for improving **water quality, reducing flood risk,** and **enhancing river-based recreation** across the **394,870-acre Iowa portion of the watershed,** spanning portions of five counties in north-central Iowa.

The plan was developed for the **Winnebago River Watershed Management Coalition (WRWMC),** a voluntary partnership of cities, counties, and Soil and Water Conservation Districts working together across jurisdictional boundaries.

THE PLAN:

- Focuses on three shared priorities: water quality, flooding, and recreation — supported by partnerships, education, and local participation.
- Identifies watershed needs and opportunities.
- Establishes priority areas, projects, and strategies for implementation.
- Connects local priorities with potential funding and technical resources.
- Relies entirely on **voluntary, locally led implementation** by communities, landowners, producers, and watershed partners.

The WRWMC helps connect partners, funding, technical assistance, and watershed priorities. Implementation remains voluntary and locally led.



Winnebago River WMC Watershed

EXPLORE THE FULL PLAN

masoncity.net/watershed

COALITION MISSION

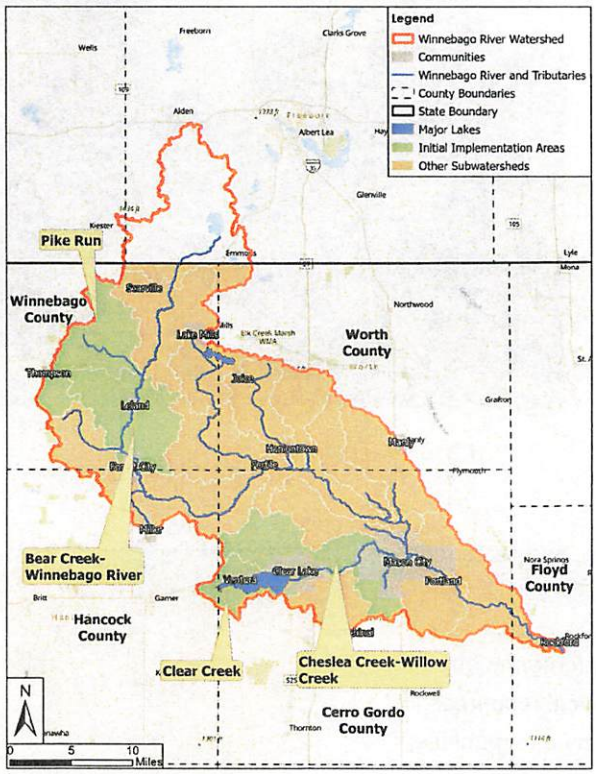
Assess and reduce flooding risks; repair, improve, and enhance the quality, appearance, and recreational use of the Winnebago River Watershed by encouraging municipal, public, and private support and participation through education, conservation practices, and volunteering.

Funding provided by the Iowa DNR Watershed Improvement Program.
Plan developed by JEO Consulting Group.

IMPROVING WATER QUALITY

Reducing pollution through voluntary conservation.

INITIAL PRIORITY AREAS FOR CONSERVATION IMPLEMENTATION



NUTRIENTS & SEDIMENT DRIVE PRIORITIES

Reducing nutrient loss and erosion is central to improving local water quality and supporting downstream nutrient reduction goals. *E. coli* remains an important recreation concern.

E. COLI BACTERIA IS A CONCERN

Historic monitoring frequently exceeded recreation standards.

BETTER MONITORING IS NEEDED

Existing watershed-wide data are limited and largely more than a decade old.

WHERE WE GO NEXT

MONITOR

Expand monitoring to understand conditions, identify opportunities, and evaluate project results and progress.

FOCUS

Use monitoring, local knowledge, and outreach to focus conservation where it can do the most good.

IMPLEMENT

Put voluntary conservation practices on the ground to reduce nutrients, sediment, bacteria, and runoff.

LEARN & ADAPT

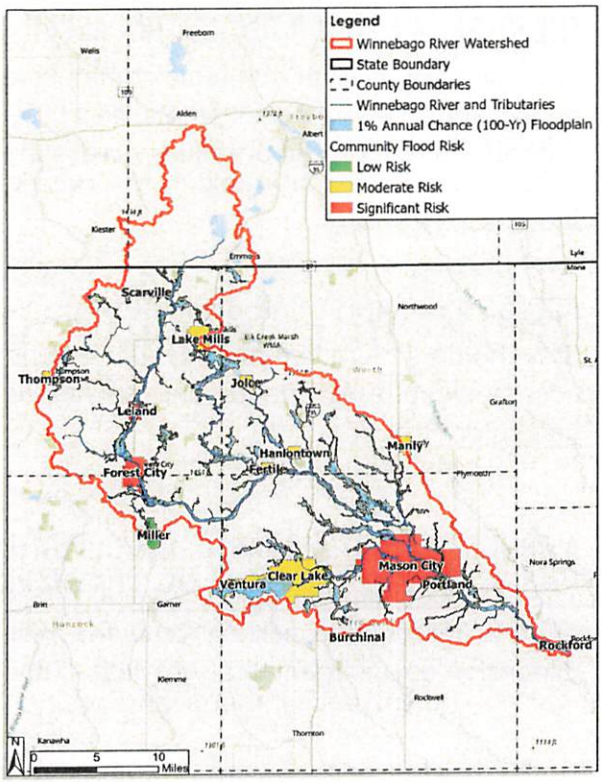
Track results, learn what works, and adjust priorities over time.

LEAD PARTNERS: **Landowners & Producers • SWCDs • Cities & Counties • Conservation Partners**

REDUCING FLOOD RISK

Helping communities better understand flooding and advance practical mitigation projects.

COMMUNITY FLOOD RISK SCREENING



FLOODING IS A RECURRING WATERSHED CONCERN

Communities across the watershed have experienced damaging floods, and many homes, roads, businesses, and public facilities remain at risk.

RISK IS NOT THE SAME EVERYWHERE

Forest City, Leland, Mason City, and Rockford ranked highest in the screening-level community flood assessment.

MORE DETAILED EVALUATION IS NEEDED

Screening maps identify priorities, but detailed studies are needed to develop and evaluate specific mitigation projects.

WHERE WE GO NEXT

DETAILED ASSESSMENT

Complete detailed flood studies in higher-risk communities to better understand causes, impacts, and potential solutions.

ADVANCE PROJECTS

Move priority projects toward design, partnerships, and funding and keep them aligned with local Hazard Mitigation Plans.

REDUCE RISK

Put practical solutions in place to reduce flooding and protect people, property, and infrastructure.

TRACK & ADAPT

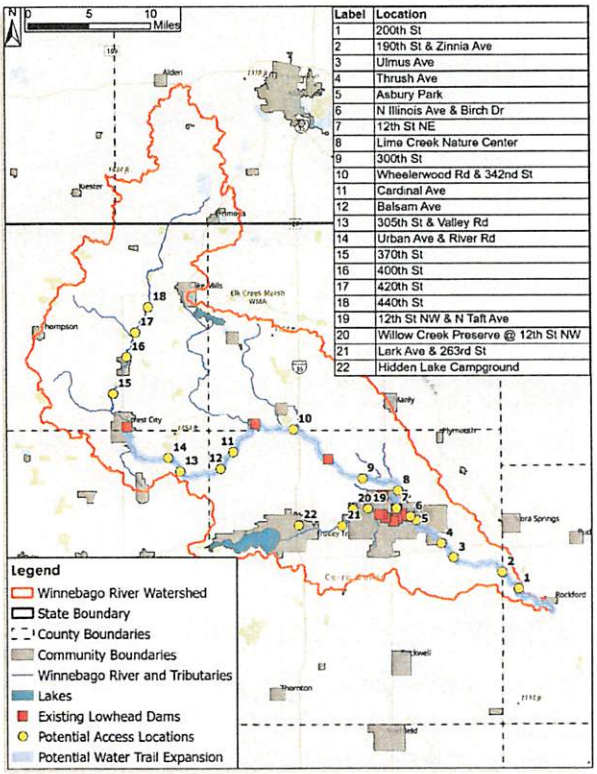
Evaluate completed projects, changing flood conditions, and community needs over time.

LEAD PARTNERS: Cities • Counties • Emergency Management • Technical & Funding Partners

ENHANCING RIVER RECREATION

Improving safety, access, and connections along the Winnebago River.

CONNECTING THE RIVER CORRIDOR



Label	Location
1	200th St
2	190th St & Zinnia Ave
3	Ulmus Ave
4	Thrush Ave
5	Asbury Park
6	N Illinois Ave & Birch Dr
7	12th St NE
8	Lime Creek Nature Center
9	300th St
10	Wheelerwood Rd & 342nd St
11	Cardinal Ave
12	Balsam Ave
13	305th St & Valley Rd
14	Urban Ave & River Rd
15	370th St
16	400th St
17	420th St
18	440th St
19	12th St NW & N Taft Ave
20	Willow Creek Preserve @ 12th St NW
21	Lark Ave & 263rd St
22	Hidden Lake Campground

THE RIVER IS A MAJOR RECREATION ASSET

The Winnebago River connects communities, public lands, water access points, and other outdoor recreation opportunities across the watershed.

ACCESS AND SAFETY CAN BE IMPROVED

Stakeholders identified needs related to river access, signage, low-head dams, obstructions, and safer navigation.

A CONNECTED WATER TRAIL IS THE OPPORTUNITY

The plan recommends a corridor-scale water trail effort to improve the existing route and evaluate expansion downstream through Mason City.

WHERE WE GO NEXT

IMPROVE SAFETY

Evaluate dams and other river obstructions and address priority hazards.

EXPAND ACCESS

Improve launches, signage, parking, and access closer to communities.

CONNECT THE CORRIDOR

Develop a water trail framework to improve the existing route and guide future expansion.

BUILD AWARENESS

Use recreation, signage, and local partnerships to connect more people with the river and watershed.

LEAD PARTNERS: County Conservation Boards • Cities • Iowa DNR • Recreation & Community Partners

CHAPTER 10. LONG-TERM IMPLEMENTATION PLAN

INTRODUCTION

This chapter presents a 20-year roadmap for how the WRWMC and its partners can expand implementation over time to advance the goals identified in Chapter 2. Chapter 7 provides the initial five-year action plan, while this chapter addresses the longer-term scale, sequencing, resource needs, technical refinement, and future opportunities needed to sustain implementation.

SCALING UP IMPLEMENTATION

Over the next 20 years, the WRWMC will need to scale up conservation efforts by building from early projects in priority areas toward broader, more coordinated implementation. Due to the long-term schedule and large geographic extent of the watershed, implementation is organized into multiple phases, with initial project areas identified for consideration. This phased approach allows interim progress to be measured, successful approaches to be repeated and expanded, and priorities to be revisited through plan updates at least every five years.

The planning targets, costs, milestones, and future needs presented in this chapter are intended to guide that progression, not establish rigid commitments. Progress should be evaluated using the indicators and adaptive-management framework established in Chapter 2.

WILL THIS PLAN WORK?

While this plan is ambitious, many of the strategies presented have been successfully implemented through other watershed efforts across Iowa. Using a mixture of voluntary BMPs, progress can be made while maintaining the agricultural backbone of the watershed. Long-term success will depend on education **and stakeholder support, outside funding, committed partners, and the ability to build from early projects toward broader, more coordinated implementation.**

Table 39: Phased Schedule for Long-Term Implementation

Major Activity	Phase 1					Phases 2 - 4
	2026	2027	2028	2029	2030	2031-2045
Plan approval and adoption	X					
Maintain watershed coordination and implementation capacity	X	X	X	X	X	X
Expand and maintain water quality monitoring	X	X	X	X	X	X
Develop projects in the initial priority areas	X	X	X	X	X	X
Pursue and secure project funding	X	X	X	X	X	X
Implement BMPs using cost-share, outreach, and technical assistance		X	X	X	X	X
Evaluate completed projects and document results			X	X	X	X
Repeat successful project types within priority subwatersheds			X	X	X	X
Update the watershed plan and prepare the next five-year action plan					X	X
Coordinate grouped or multi-project implementation						X
Expand implementation into additional priority areas						X
Continue implementation based on updated priorities						X
Annual or Ongoing Administrative Activities						
Track BMP and project implementation	X	X	X	X	X	X
Hold regular WRWMC meetings	X	X	X	X	X	X
Complete annual implementation review and distribute progress report	X	X	X	X	X	X

A Kleinfelder Company

VEENSTRA & KIMM INC.
2800 4th Street SW, Suite 9
Mason City, Iowa 50401

641.421.8008
www.v-k.net

PAY ESTIMATE NO. 1

Date:	September 17, 2026		
Project Title	**7th Avenue N Roadway Realignment Project** Clear Lake, Iowa	Contractor	Wicks Construction, Inc. PO Box 428 Decorah, IA 52101
Original Contract Amount & Date	$972,734.76 — May 18, 2026	Pay Period	May 18, 2026 to August 31, 2026

BID ITEMS

Bid Item Number	Specification Section / Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
	DIVISION 1 - GENERAL						
1.01	MOBILIZATION	LS	1	$ 30,000.00	$ 30,000.00	50.0%	$ 15,000.00
1.02	TRAFFIC CONTROL	LS	1	$ 2,875.00	$ 2,875.00	50.0%	$ 1,437.50
1.03	EXPLORATORY EXCAVATION (ASSUMED QUANTITY)	HOUR	20	$ 250.00	$ 5,000.00	0.0	$ -
1.04	CLEARING AND GRUBBING	UNIT	28.02	$ 20.00	$ 560.40	28.02	$ 560.40
1.05	SITE GRADING						
1.05.1	STRIP, SALVAGE, AND SPREAD TOPSOIL	CY	90	$ 15.00	$ 1,350.00	0	$ -
1.06	STORM SEWER AND SANITARY PIPE REMOVAL	LF	830	$ 12.00	$ 9,960.00	471	$ 5,652.00
1.07	EXISTING STRUCTURE REMOVAL	EA	12	$ 650.00	$ 7,800.00	7	$ 4,550.00
1.08	RECORD PARK RETAINING WALL / SIDEWALK REMOVAL	LS	1	$ 9,000.00	$ 9,000.00	100.0%	$ 9,000.00
1.09	FIXTURE ADJUSTMENT	EA	3	$ 1,000.00	$ 3,000.00	0	$ -
			TOTAL DIVISION 1=		**$ 69,545.40**		**$ 36,199.90**
	DIVISION 2 - EROSION CONTROL						
2.01	PERIMETER AND SEDIMENT CONTROL DEVICE	LF	840	$ 2.00	$ 1,680.00	0	$ -
2.02	INTAKE PROTECTION	EA	28	$ 130.00	$ 3,640.00	0	$ -
2.03	TEMPORARY SEEDING AND MULCHING	ACRES	0.30	$ 1,000.00	$ 300.00	0.0	$ -
2.04	STABILIZED CONSTRUCTION ENTRANCE	TON	55	$ 25.00	$ 1,375.00	44.89	$ 1,122.25
			TOTAL DIVISION 2=		**$ 6,995.00**		**$ 1,122.25**
	DIVISION 3 - SANITARY SEWER						
3.01	SANITARY SEWER MAIN						
3.01.1	18"	LF	154	$ 124.00	$ 19,096.00	0.0	$ -
3.01.2	12"	LF	6	$ 204.00	$ 1,224.00	0.0	$ -
3.02	SANITARY SEWER WYE						
3.02.1	18"x6" OR 4"	EA	3	$ 2,180.00	$ 6,540.00	0	$ -
3.03	SANITARY SEWER MANHOLE, 6010.301, 48" DIA	EA	1	$ 4,700.00	$ 4,700.00	0	$ -
3.04	SANITARY SEWER SERVICE						
3.04.1	6"	LF	193	$ 61.00	$ 11,773.00	112.0	$ 6,832.00
3.05	SANITARY SEWER CLEAN-OUT	EA	1	$ 875.00	$ 875.00	0	$ -
3.06	STABILIZING MATERIAL (ASSUMED QUANTITY)	TON	30	$ 23.00	$ 690.00	0.00	$ -
3.07	GRANULAR BACKFILL MATERIAL (ASSUMED QUANTITY)	TON	110	$ 17.50	$ 1,925.00	0.00	$ -
3.08	SANITARY SEWER SYSTEM AND COMPACTION TESTING	LS	1	$ 2,500.00	$ 2,500.00	0	$ -
3.09	CONNECT TO EXISTING SANITARY SEWER	EA	2	$ 2,250.00	$ 4,500.00	0	$ -
			TOTAL DIVISION 3=		**$ 53,823.00**		**$ 6,832.00**

BID ITEMS							
Bid Item Number	Specification Section / Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
	DIVISION 4 - STORM SEWER						
4.01	STORM SEWER INTAKE						
4.01.1	SINGLE GRATE INTAKE	EA	12	$ 3,480.00	$ 41,760.00	7	$ 24,360.00
4.01.2	CIRCULAR SINGLE GRATE INTAKE - 48"	EA	1	$ 4,280.00	$ 4,280.00	1	$ 4,280.00
4.01.3	CIRCULAR SINGLE GRATE INTAKE - 60"	EA	1	$ 6,180.00	$ 6,180.00	1	$ 6,180.00
4.01.4	CIRCULAR STORM SEWER MANHOLE, SW-401, 60" DIA.	EA	3	$ 6,230.00	$ 18,690.00	2	$ 12,460.00
4.01.5	RECTANGULAR AREA INTAKE, SW-511	EA	2	$ 3,750.00	$ 7,500.00	0	$ -
4.01.6	PCC INTAKE APRON, 5'X5'	EA	1	$ 1,250.00	$ 1,250.00	0	$ -
4.02	STORM SEWER PIPE - OPEN TRENCH						
4.02.1	8"	LF	5	$ 100.00	$ 500.00	0.0	$ -
4.02.2	12"	LF	5	$ 125.00	$ 625.00	12.0	$ 1,500.00
4.02.3	15"	LF	148	$ 72.50	$ 10,730.00	16.0	$ 1,160.00
4.02.4	18"	LF	345	$ 73.50	$ 25,357.50	328.0	$ 24,108.00
4.02.5	21"	LF	20	$ 101.00	$ 2,020.00	20.0	$ 2,020.00
4.02.6	24"	LF	32	$ 102.00	$ 3,264.00	32.0	$ 3,264.00
4.02.7	30"	LF	227	$ 121.00	$ 27,467.00	222.0	$ 26,862.00
4.02.8	36"	LF	16	$ 184.00	$ 2,944.00	20.0	$ 3,680.00
4.03	PC-TYPE CONNECTION						
4.03.1	PIPE TO PIPE	EA	3	$ 1,100.00	$ 3,300.00	2	$ 2,200.00
4.03.2	PIPE TO STRUCTURE (ASSUMED QUANTITY)	EA	1	$ 1,000.00	$ 1,000.00	1	$ 1,000.00
4.04	SUBDRAIN						
4.04.1	MAIN, 6" DIA.	LF	1,559	$ 13.30	$ 20,734.70	0.0	$ -
4.05	SUBDRAIN OUTLET						
4.05.1	SUBDRAIN OUTLET, 6"	EA	17	$ 300.00	$ 5,100.00	0	$ -
4.06	SUBDRAIN CLEANOUT, 6"	EA	3	$ 500.00	$ 1,500.00	0	$ -
4.07	DRAIN TILE POINT REPAIRS ((ASSUMED QUANTITY)	EA	4	$ 400.00	$ 1,600.00	0	$ -
4.08	DRAIN TILE CONNECTIONS (ASSUMED QUANTITY)	EA	4	$ 400.00	$ 1,600.00	0.0	$ -
4.09	STABLIZING MATERIAL (ASSUMED QUANTITY)	TON	100	$ 23.00	$ 2,300.00	0	$ -
4.10	GRANULAR BACKFILL MATERIAL (ASSUMED QUANTITY)	TON	400	$ 17.50	$ 7,000.00	0	$ -
4.11	STORM SEWER SYSTEM TESTING	LS	1	$ 1,000.00	$ 1,000.00	25%	$ 250.00
			TOTAL DIVISION 4=		$ 197,702.20		$ 113,324.00

BID ITEMS							
Bid Item Number	Specification Section / Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
	DIVISION 5 - WATER MAIN						
5.01	CONNECT TO EXISTING WATER MAIN	EA	2	$ 2,200.00	$ 4,400.00	0	$ -
5.02	WATER MAIN						
5.02.1	6" DIA. - DIP W/NITRILE GASKETS	LF	18	$ 92.00	$ 1,656.00	4.0	$ 368.00
5.02.2	8" DIA.- DIP W/NITRILE GASKETS	LF	280	$ 77.00	$ 21,560.00	202.0	$ 15,554.00
5.02.3	12" DIA.- DIP W/NITRILE GASKETS	LF	174	$ 122.00	$ 21,228.00	0.0	$ -
5.03	GATE VALVE & BOX						
5.03.1	6" GATE VALVE	EA	3	$ 1,800.00	$ 5,400.00	1	$ 1,800.00
5.03.2	8" GATE VALVE	EA	2	$ 2,800.00	$ 5,600.00	0	$ -
5.03.3	12" GATE VALVE	EA	2	$ 4,700.00	$ 9,400.00	0	$ -
5.04	WATER MAIN FITTINGS (INCLUDES 15% ADDITIONAL)	LBS	1,073	$ 15.50	$ 16,631.50	300	$ 4,650.00
5.05	WATER SERVICES						
5.05.1	3/4"	LF	26	$ 40.00	$ 1,040.00	0.0	$ -
5.05.2	1" (ASSUMED QUANTITY)	LF	20	$ 46.00	$ 920.00	0.0	$ -
5.05.3	1-1 1/2" (ASSUMED QUANTITY)	LF	20	$ 68.00	$ 1,360.00	0.0	$ -
5.05.4	2" (ASSUMED QUANTITY)	LF	20	$ 89.00	$ 1,780.00	0.0	$ -
5.06	CORPORATION						
5.06.1	3/4"	EA	2	$ 310.00	$ 620.00	0	$ -
5.06.2	1" (ASSUMED QUANTITY)	EA	1	$ 382.00	$ 382.00	0	$ -
5.06.3	1-1 1/2" (ASSUMED QUANTITY)	EA	1	$ 925.00	$ 925.00	0	$ -
5.06.4	2" (ASSUMED QUANTITY)	EA	1	$ 1,185.00	$ 1,185.00	0	$ -
5.07	CURB STOP						
5.07.1	3/4"	EA	2	$ 415.00	$ 830.00	0	$ -
5.07.2	1" (ASSUMED QUANTITY)	EA	1	$ 485.00	$ 485.00	0	$ -
5.07.3	1-1 1/2" (ASSUMED QUANTITY)	EA	1	$ 925.00	$ 925.00	0	$ -
5.07.4	2" (ASSUMED QUANTITY)	EA	1	$ 1,175.00	$ 1,175.00	0	$ -
5.08	FIRE HYDRANT ASSEMBLY	EA	2	$ 5,350.00	$ 10,700.00	0	$ -
5.09	STABILIZING MATERIAL (ASSUMED QUANTITY)	TON	75	$ 23.00	$ 1,725.00	0.00	$ -
5.10	GRANULAR BACKFILL MATERIAL (ASSUMED QUANTITY)	TON	305	$ 17.50	$ 5,337.50	0.00	$ -
5.11	WATER MAIN INSULATION (ASSUMED QUANTITY)	LF	20	$ 35.00	$ 700.00	0.0	$ -
5.12	WATER MAIN SYSTEM & COMPACTION TESTING	LS	1	$ 3,300.00	$ 3,300.00	0.0%	$ -
		TOTAL DIVISION 5=			$ 119,265.00		$ 22,372.00
	DIVISION 6 - PAVEMENT						
6.01	PAVEMENT REMOVAL	SY	4,012	$ 8.00	$ 32,096.00	1,900.0	$ 15,200.00
6.02	SUBGRADE PREPARATION						
6.02.1	COMPACTION OF SUBGRADE, 12" THICK	SY	4,057	$ 3.00	$ 12,171.00	0	$ -
6.02.2	SUBGRADE STABILIZATION MATERIAL, POLYMER GRID (ASSUMED QTY)	SY	4,057	$ 3.50	$ 14,199.50	0	$ -
6.03	AGGREGATE BASE COURSE (INCLUDING 15% EXTRA)	CY	1,037	$ 46.00	$ 47,702.00	0	$ -
6.04	PCC SIDEWALK						
6.04.1	4" THICK PCC	SY	6,628	$ 8.22	$ 54,482.16	0	$ -
6.04.2	6" THICK PCC	SY	304	$ 9.50	$ 2,888.00	0	$ -
6.05	ADA DECTECTABLE WARNINGS	SF	122	$ 45.00	$ 5,490.00	0	$ -
6.06	PCC ROADWAY PAVEMENT, 7" THICK	SY	3,610	$ 64.00	$ 231,040.00	0	$ -
6.07	PCC DRIVEWAY PAVEMENT, 6" THICK	SY	119	$ 68.00	$ 8,092.00	0	$ -
6.08	EXCAVATION AND GRADING						
6.08.1	EXCAVATION AND GRADING	CY	1,521	$ 13.00	$ 19,773.00	0	$ -
6.08.2	EXCAVATION AND BACKFILLING, PAVER PAD	LF	1,656	$ 3.50	$ 5,796.00	0	$ -
6.10	AGGREGATE SURFACE COURSE/TEMPORARY SURFACING	TON	600	$ 23.50	$ 14,100.00	0.00	$ -
6.11	SUBGRADE & PAVEMENT TESTING	LS	1	$ 5,000.00	$ 5,000.00	0.0%	$ -
		TOTAL DIVISION 6=			$ 452,829.66		$ 15,200.00

BID ITEMS							
Bid Item Number	Specification Section / Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
	DIVISION 7 - LANDSCAPE						
7.01	TOPSOIL FURNISH (ASSUMED QUANTITY)	CY	235	$ 35.00	$ 8,225.00	0	$ -
7.02	SEED, FERTILIZER, AND MULCH	ACRES	0.30	$ 14,000.00	$ 4,200.00	0	$ -
			TOTAL DIVISION 7=		$ 12,425.00		$ -
	DIVISION 8 - LIGHTING						
8.01	LIGHTING CONTROL PANEL	EA	1	$ 2,500.00	$ 2,500.00	0.0%	$ -
8.02	ELECTRICAL CONDUIT INSTALLATION - TRENCHING & BACKFILLING						
8.02.1	1-1/2"	LF	501	$ 7.00	$ 3,507.00	0	$ -
8.02.1	2" WITH PULL STRING	LF	306	$ 7.50	$ 2,295.00	0	$ -
8.03	ELECTRICAL WIRE & CABLES						
8.03.1	2 - #6 & 1 - #6 GROUND	LF	501	$ 7.00	$ 3,507.00	0	$ -
8.03.2	2 - #12 & 1 - #12 GROUND	LF	501	$ 3.00	$ 1,503.00	0	$ -
8.04	GROUND ROD	EA	3	$ 450.00	$ 1,350.00	0	$ -
8.05	JUNCTION BOX	EA	2	$ 2,500.00	$ 5,000.00	0	$ -
8.06	LIGHT POLE FOUNDATION	EA	3	$ 2,500.00	$ 7,500.00	0	$ -
8.07	INSTALL LIGHT POLE AND FIXTURE - FURNISHED BY OTHERS	EA	3	$ 1,250.00	$ 3,750.00	0	$ -
			TOTAL DIVISION 8=		$ 30,912.00		$ -
			TOTAL CONTRACT AMOUNT		$ 943,497.26		$ 195,050.15

MATERIALS STORED SUMMARY

Description	Number of Units	Unit Price	Extended Cost
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
TOTAL MATERIALS STORED			$ -

SUMMARY

		Contract Price	Value Completed
Original Contract Price		$ 943,497.26	$ 195,050.15
Approved Change Orders (list each)	Change Order #1	$ -	$ -
TOTAL ALL CHANGE ORDERS		$ -	$ -
Revised Contract Price		$ 943,497.26	$ 195,050.15
Materials Stored			$ -
Value of Completed Work and Materials Stored			$ 195,050.15
Less Liquidated Damages			$ -
Final Contract Amount (Revised Contract Price Less Damages & Assessments)			$ 195,050.15
Less Retained Percentage (3%)			$ 5,851.50
Net Amount Due This Estimate			$ 189,198.65
Less Estimate(s) Previously Approved	No.1	$ -	
Less Total Pay Estimates Previously Approved			$ -
Percent Complete	20.7%	Amount Due This Estimate	$ 189,198.65

The amount $ 189,198.65 is recommended for approval for payment in accordance with the terms of the contract.

Quantities Complete Submitted By:	Recommended By:	Approved By:
Wicks Construction	Veenstra & Kimm, Inc.	City of Clear Lake
Signature David Clark	Signature Jason Petersburg	Signature
David Clark	Jason Petersburg, P.E.	Mark Ebeling
Project Manager Title	Project Manager Title	Mayor Title
Date 9/17/2026	Date 9/17/2026	Date

A Kleinfelder Company

VEENSTRA & KIMM INC.
2800 4th Street SW, Suite 9
Mason City, Iowa 50401

641.421.8008
www.v-k.net

Change Order No: 1

This change order amends the existing contract dated May 18, 2026, between the City of Clear Lake (OWNER) and Wicks Construction, Inc. (CONTRACTOR) to add, revise, or delete work to the project identified below as described herein.

Project Name: **7th Avenue North Roadway Realignment Project**

Project Location: Clear Lake, Iowa

Owner Project No.: _____

Engineer Project No.: 383309

Description of changes in work: Contractor to furnish all labor, materials and equipment in connection with the changes in work specified below:

ITEM CO 1.1 – STORMWATER UNDERGROUND DETENTION

Description

Contractor shall furnish all labor, equipment and material to install underground storm water detention system as shown on Drawing A.03 – Copy attached. Detention system shall be constructed utilizing Advanced Drainage Systems, Inc. (ADS) MC-3500 Stormtech Chamber System, or approved equal. System shall be capable of detaining no less that 17,630 cubic feet of storm water and discharging to the City storm sewer system after a rain event.

Compensation

Subcontractor Cost:	$248,892.00
Prime Contractor Markup (10%):	$ 24,889.20
Total:	**$273,781.20**

Completion Date

No change in Completion Date.

Prior Communication

The underground detention options were presented to the City Council at their September 8, 2026 Council Meeting and City Council elected to move forward with the larger of the two options for underground detention.

ITEM CO 1.2 – COMPLETION DATE ADJUSTMENT

Description

City of Clear Lake received additional grant funding that can be used for paying for a portion of the construction cost. However, the grant proceeds need to be spent by November 15, 2026. As such, final pay estimate needs to be approved by Council at their November 2, 2026 City Council Meeting. Original Completion Date in Bid Documents is November 20, 2026

Compensation

$0.

Completion Date

Completion Date Adjusted from November 20, 2026 to November 2, 2026. No liquidated damages shall be assessed prior to November 20, 2026.

Prior Communication

This completion date adjustment was requested by the City due to their grant deadline.

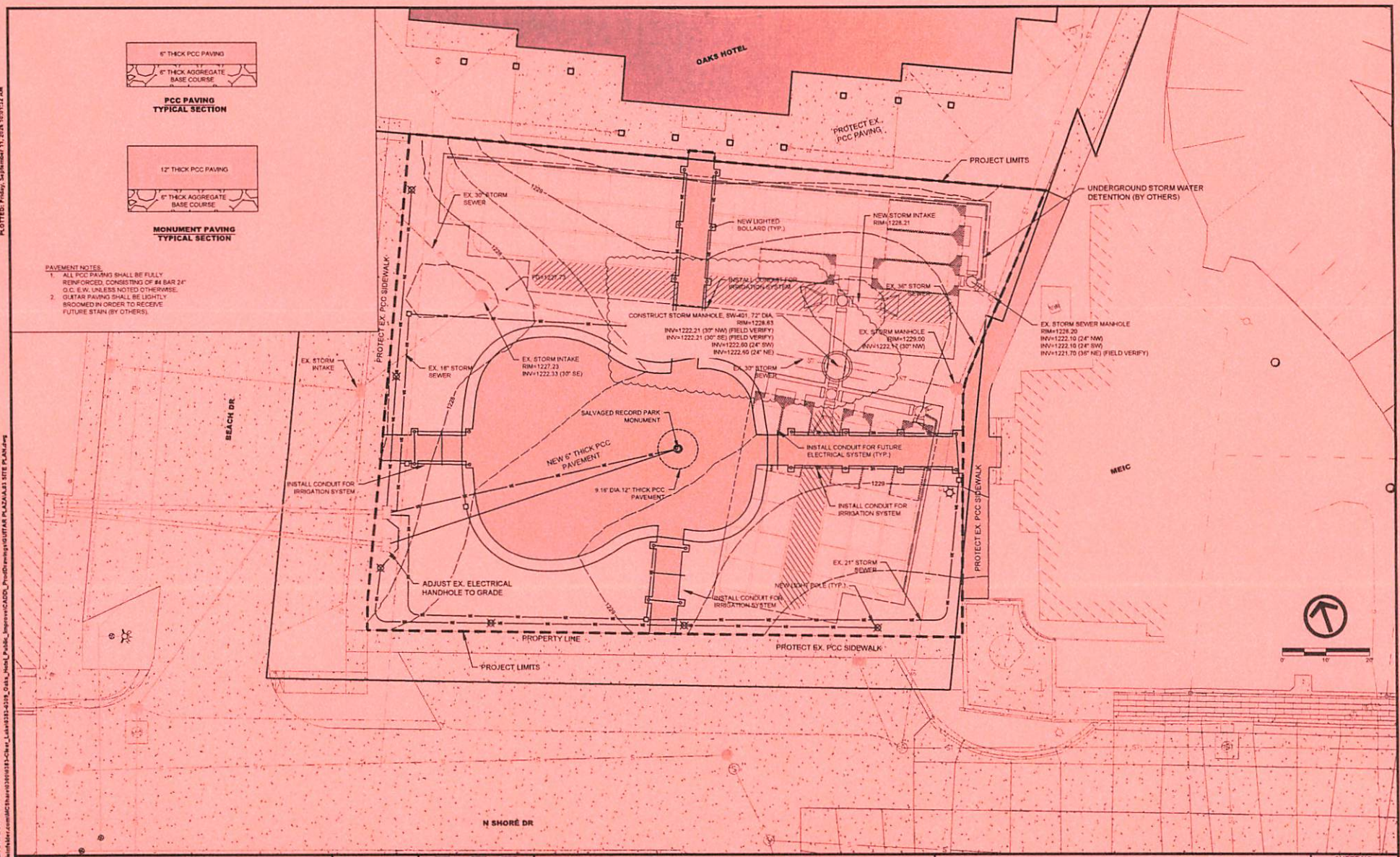
CHANGE ORDER 1 – COMPENSATION SUMMARY

Item CO 1.1	$273,781.20
Item CO 1.2	$ 0.00
Total	**$273 ,781.20**

Change in Contract Price: Contract amount prior to this Change Order: $943,497.26	**Change in Contract Time:** Contract completion date prior to this Change Order: November 20, 2026
Change in Contract Amount Due to this Change Order: $273,781.20	**Changes in Contract Completion Date: due to this Change Order:** -18 days
Contract Amount including this Change Order: $1,217,278.46	**Contract Completion Date including this Change Order:** November 2, 2026

Except as specifically amended by this Change Order, all the terms and conditions of the original contract dated May 18, 2026 shall remain in full force and effect.

Approved By: _____	Recommended by: [signature]	Approved By: David Clark
Date: _____	Date: 9/17/2026	Date: 9/17/2026
Owner: City of Clear Lake	Consultant: Veenstra & Kimm, Inc.	Contractor: Wicks Construction, Inc.



DATE	REVISIONS

SCALE	AS NOTED
DRAWN	EBH/ERPF
CHECKED	JPETERSBURG
APPROVED	JPETERSBURG
DATE	9/17/2026
ISSUED FOR	BIDDING

VEENSTRA & KIMM INC.
A Kleinfelder Company

SURF DISTRICT THREE STARS PLAZA PROJECT
CLEAR LAKE, IOWA

2800 Fourth Street SW - Suite 9 • Mason City, Iowa 50401-1596
641-421-8008 • 641-430-0313(FAX) • 1-800-241-8000

SITE PLAN

SHEET NO.
A.03
PROJECT 383-369

PLOTTED: Friday, September 11, 2026 10:01:12 AM
X-REFS: GUITAR PLAZA BASE DRAWING & 25-156 Attera - Oaks Hotel - Structural_r04-01 MAIN LEVEL & 125-122_MEP_Oaks Hotel_JK_R25_rv04-01 MAIN LEVEL
FILE PATH: c:\sp1.kleinfelder.com\MCRevit\369\383-C\Clear_Lake\383-369_Oaks_Hotel_Public_Improve\CADD_Prod\Drawings\GUITAR PLAZA\A.03 SITE PLAN.dwg

RESOLUTION NO._____

Resolution Setting Date for Public Hearing on Designation of the Expanded Clear Lake Consolidated Urban Renewal Area and on Urban Renewal Plan Amendment

WHEREAS, this City Council of the City of Clear Lake, Iowa (the "City") by resolution previously established the Clear Lake Consolidated Urban Renewal Area (the "Urban Renewal Area") and adopted an urban renewal plan (the "Plan") for the governance of projects and initiatives therein; and

WHEREAS, a proposal has been made which shows the desirability of expanding the Urban Renewal Area to add and include all the property (the "Property") lying within the legal description set out in Exhibit A; and

WHEREAS, this City Council is desirous of obtaining as much information as possible from the residents of the City before making this decision; and

WHEREAS, an amendment (the "Amendment") to the Plan has been prepared which (i) covers the addition of the Property to the Urban Renewal Area; and (ii) authorizes the undertaking of a new urban renewal project in the Urban Renewal Area consisting of providing tax increment financing support to a private developer (the "Developer") in connection with the redevelopment of an existing building by the Developer from a single-unit commercial and retail space to a multi-unit commercial and retail space; and

WHEREAS, a portion of the Property meets the definition of "agricultural land" under Section 403.17 of the Code of Iowa and, pursuant to said law, certain consent agreements (the "Ag Land Consents") have been prepared for execution by the owners (the "Ag Land Owners") of the Property; and

WHEREAS, it is now necessary that a date be set for a public hearing on the designation of the expansion of the Urban Renewal Area and on the Amendment;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Clear Lake, Iowa, as follows:

Section 1. This City Council will meet at the City Hall County Chambers, Clear Lake, Iowa, on October 19, 2026, at 5:30 p.m., at which time and place it will hold a public hearing on the designation of the expanded Urban Renewal Area described in the preamble hereof and on the Amendment.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the form attached hereto, which publication shall be made in a legal newspaper of general circulation in Clear Lake, which publication shall be not less than four (4) and not more than twenty (20) days before the date set for hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City Administrator and the Director of Finance, or their designees, are hereby designated as the City's representatives in

connection with the consultation process which is required under that section of the urban renewal law. It is hereby directed that representatives of Cerro Gordo County and the Clear Lake Community School District be invited to participate in the consultation.

Section 4. In satisfaction of the consent requirements set forth in Section 403.17(10) of the Code of Iowa with respect to the inclusion of "agricultural land" in an urban renewal area, the City staff is hereby directed to present the Ag Land Consents to the Ag Land Owners for execution, and all action heretofore taken in this regard is hereby ratified and approved.

Section 5. The proposed Amendment is hereby submitted to the City's Planning and Zoning Commission for review and recommendations, as required by Section 403.5, Code of Iowa.

Section 4. The proposed Amendment is hereby submitted to the City's Planning and Zoning Commission for review and recommendations, as required by Section 403.5, Code of Iowa.

Passed and approved September 21, 2026.

_____
Mayor

Attest:

_____
City Clerk

NOTICE OF PUBLIC HEARING ON DESIGNATION OF EXPANDED CLEAR LAKE CONSOLIDATED URBAN RENEWAL AREA AND ON PROPOSED URBAN RENEWAL PLAN AMENDMENT

Notice Is Hereby Given: That at 5:30 o'clock p.m., at the City Hall Council Chambers, Clear Lake, Iowa, on October 19, 2026, the City Council of the City of Clear Lake, Iowa (the "City") will hold a public hearing on the question of amending the urban renewal plan (the "Plan") for the Clear Lake Consolidated Urban Renewal Area and designating an expanded Clear Lake Consolidated Urban Renewal Area (the "Urban Renewal Area"), pursuant to Chapter 403, Code of Iowa, by adding and including all the property (the "Property") described as follows:

All real property situated in the City of Clear Lake, County of Cerro Gordo, State of Iowa located withing the following boundaries:

Beginning at the intersection of North N 8th St and 3rd Ave N, then West on 3rd Ave N to N lakeview Dr, then South on N Lakeview Dr and the Lake Shore to 4th Ave S, then East on 4th Ave S to S 8th St, then North on S 8th St to Main Ave, then continuing North on N 8th St to the point of beginning.

This area includes the full right-of-way of all streets forming the boundary.

AND

All real property situated in the City of Clear Lake, County of Cerro Gordo, State of Iowa located withing the following boundaries:

Beginning at the intersection of Main Ave and N 40th St, then West on Main Ave to N 20th St, then North on N 20th St to 16th Ave N, then East on 16th Ave N to N 24th St, then North/East on N 24th St to the street's endpoint, then continuing due East from N 24th St endpoint to N 32nd St, then South on N 32nd St to IA 122, then East on IA 122 to N 40th St, then South on N 40th St to the point of beginning.

This area includes the full right-of-way of all streets forming the boundary.

AND

Certain real property situated in the city of Clear Lake, Cerro Gordo County, State of Iowa bearing Cerro Gordo Property Tax Parcel Identification Numbers 0051142600100, 051142600500, 051140200300, 051145100800, and 051145100600, 052427700500, 060732604100.

The proposed amendment to the Plan brings the Property described into the Urban Renewal Area and makes it subject to the provisions of the Plan. The amendment authorizes the undertaking of a new urban renewal project in the Urban Renewal Area consisting of providing tax increment financing support to a private developer (the "Developer") in connection with the redevelopment of an existing building by the Developer from a single-unit commercial and retail space to a multi-unit commercial and retail space.

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Jennifer Larsen
City Clerk

• • • • •

On motion and vote the meeting adjourned.

_____
Mayor

Attest:

_____
City Clerk

CITY OF CLEAR LAKE, IOWA

URBAN RENEWAL PLAN AMENDMENT
CLEAR LAKE CONSOLIDATED URBAN RENEWAL AREA

October, 2026

The Urban Renewal Plan (the "Plan") for the Clear Lake Consolidated Urban Renewal Area (the "Urban Renewal Area") for the City of Clear Lake, Iowa (the "City") is being amended for the purposes of adding certain real property to the Urban Renewal Area and identifying a new urban renewal project to be undertaken therein.

1) Addition of Property. The real property (the "Property") legally described on Exhibit A hereto is, by virtue of this Amendment, being added as the October, 2026 Addition to the Urban Renewal Area. With the adoption of this Amendment, the City will designate the Property as an economic development area. The Property will become subject to the provisions of the Plan for the Urban Renewal Area. It is anticipated that the City will adopt an ordinance providing for the division of property tax revenues, as set forth in Section 403.19 of the Code of Iowa, with respect to the Property.

2) Identification of Projects. By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project description:

Name of Project: Market on Main Redevelopment Project

Date of Council Approval of the Project: October 19, 2026

Description of Project and Project Site: A private developer (the "Developer") has proposed to undertake the redevelopment of an existing building located at 418 Main Avenue (the "Redevelopment Property") in the Urban Renewal Area from a single-unit commercial/retail space into a multi-unit commercial/retail space (the "Redevelopment Project").

It has been requested that the City provide tax increment financing assistance to the Developer in support of the efforts to complete and implement the Redevelopment Project.

The costs incurred by the City in providing tax increment financing assistance to the Developer will include legal and administrative fees (the "Admin Fees") in an amount not to exceed $7,000.

Description of Use of TIF: The City intends to enter into a development agreement with the Developer with respect to the Redevelopment Project and to provide annual appropriation economic development payments (the "Payments") to the Developer thereunder. The Payments will be funded with incremental property tax revenues to be derived from the Redevelopment Property. It is anticipated that the City's total commitment of incremental property tax revenues with respect to the Redevelopment Project will not exceed $75,000, plus the Admin Fees.

3) Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	$96,011,733
Outstanding general obligation debt of the City:	$7,427,500
Proposed debt to be incurred under the October, 2026 Amendment*:	$ 82,000

* It is anticipated that some or all of the debt incurred hereunder will be subject to annual appropriation by the City Council.

EXHIBIT A
Legal Description
Expanded Clear Lake Consolidated Urban Renewal Area
(October, 2026 Addition)

All real property situated in the City of Clear Lake, County of Cerro Gordo, State of Iowa located withing the following boundaries:

Beginning at the intersection of North N 8th St and 3rd Ave N, then West on 3rd Ave N to N lakeview Dr, then South on N Lakeview Dr and the Lake Shore to 4th Ave S, then East on 4th Ave S to S 8th St, then North on S 8th St to Main Ave, then continuing North on N 8th St to the point of beginning.

This area includes the full right-of-way of all streets forming the boundary.

AND

All real property situated in the City of Clear Lake, County of Cerro Gordo, State of Iowa located withing the following boundaries:

Beginning at the intersection of Main Ave and N 40th St, then West on Main Ave to N 20th St, then North on N 20th St to 16th Ave N, then East on 16th Ave N to N 24th St, then North/East on N 24th St to the street's endpoint, then continuing due East from N 24th St endpoint to N 32nd St, then South on N 32nd St to IA 122, then East on IA 122 to N 40th St, then South on N 40th St to the point of beginning.

This area includes the full right-of-way of all streets forming the boundary.

AND

OUTLOTS A, B, AND C ALL IN GLEN OAKS SUBDIVISION, CITY OF CLEAR LAKE, CERRO GORDO COUNTY, IOWA

AND

ALL THAT PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION ELEVEN (11) IN TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY-TWO (22) WEST OF THE 5TH P.M. LYING NORTH OF THE RAILROAD RIGHT-OF-WAY, EXCEPT ROAD AND HIGHWAY EASEMENTS, AND EXCEPT EACH OF THE FOLLOWING DESCRIBED TRACTS:

1. THE WEST THIRTY-THREE (33) FEET OF THE NORTH 318 FEET OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION ELEVEN (11) IN TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY-TWO (22) WEST OF THE 5TH P.M.; AND COMMENCING AT THE NW CORNER OF THE SW1/4 SE1/4 OF SECTION 11 TOWNSHIP 96 NORTH RANGE 22 WEST OF THE 5 TH P.M., THENCE N 89 ° 42' EAST 33 FEET TO THE POINT OF BEGINNING THENCE N 89 ° 42' EAST 40.0 FEET ALONG THE NORTH LINE OF THE SW1/4 SE1/4, THENCE SOUTH 318.2 FEET, THENCE WEST 40.0 FEET, THENCE NORTH 318.0 FEET TO THE POINT OF

BEGINNING. THE WEST LINE OF THE SE1/4 OF SECTION 11-96-22 IS ASSUMED TO BEAR NORTH AND SOUTH.

2. THE WEST 100 FEET OF THE FOLLOWING DESCRIBED PARCEL: THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION ELEVEN (11) IN TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY-TWO (22) WEST OF THE 5TH P.M. NORTH OF THE RAILROAD, EXCEPT COMMENCING AT THE SOUTHWEST CORNER, THENCE NORTH 330.67 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 18; THENCE EASTERLY ALONG THE NORTHERLY LINE OF HIGHWAY 18, 1310 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) AND THE POINT OF BEGINNING; THENCE NORTH 900 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4); THENCE WESTERLY 561.81 FEET; THENCE SOUTH 935,99 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 18; THENCE EASTERLY 490 FEET TO THE EASTERLY LINE OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) AND THE POINT OF BEGINNING.

3. THAT PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE· SOUTHEAST QUARTER (SE1/4) OF SECTION ELEVEN (11) IN TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY-TWO (22) WEST OF THE .5 TH P.M. AS DESCRIBED AND DEPICTED ON SURVEY DATE JUNE 19, 19 8 6 AND FILED JULY 14, 1986 IN BOOK 156 PAGE 106

4. COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION ELEVEN (11) IN TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY-TWO (22), WEST OF THE 5™ P. M.; THENCE NORTH ALONG THE WE.ST LINE OF SAID SW1/4 OF THE SE1/4 OF SECTION 11, 230.4 FEET TO THE CENTERLINE OF U.'S. HIGHWAY NO; 18; THENCE N 85° 13' E ALONG THE CENTERLINE OF SAID U.S. HIGHWAY NO. 18, 1247.9 ·FEET; THENCE N 0° 41' E 70.3 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 18; THENCE N 0 ° 41' E 100 FEET; THENCE N 85° 13' E 76 FEET TO THE EAST LINE OF SAID SW1/4 OF THE SE1/4 OF SECTION 11; THENCE S 0° 41' W ALONG THE EAST LINE OF SAID SW1/4 OF THE SE¼ OF SECTION 11, 100 FEET TO THE NORTHERLY RIGHT OF WAY LINE. OF SAID U.S. HIGHWAY NO. 18; THENCE S 85° 13' W ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 18, 76 FEET TO THE POINT OF BEGINNING.

5. COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION ELEVEN (11) IN TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY-TWO (22) WEST OF THE 5TH P. M.; THENCE NORTH ALONG THE WEST LINE OF SAID SW1/4 OF THE SE1/4 OF SECTION 11, 230.4 FEET TO THE CENTERLINE OF U.S. HIGHWAY NO. 18; THENCE N 85 ° 13' E ALONG THE CENTERLINE OF SAID U.S. HIGHWAY NO. 18, 1247.9 FEET; THENCE N O° 41' E 7 0. 3 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 18, THENCE N 0 ° 41' E 100 FEET; THENCE N 85 ° 13' E 76 FEET, TO THE EAST LINE OF SAID SW1/4 OF THE SE¾ OF SECTION 11; THENCE N 0 ° 41' E 32 FEET ALING SAID SW1/4 OF THE SE1/4 OF SECTION 11, THENCE S 85 ° 13' W 156 FEET; THENCE S 0 ° 41' W 132 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY 18; THENCE N 85 °

13' E 80 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 18 TO THE POINT OF BEGINNING.

6. A PARCEL OF LAND' LOCATED IN THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION ELEVEN (11) IN TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY-TWO (22) WEST OF THE 5TH P.M., AS DESCRIBED AND DEPICTED IN THE PLAT OF SURVEY DATED SEPTEMBER 19, 1977 AND FILED SEPTEMBER 26, 1977 IN BOOK 110 PAGE 266.

7. THAT PART THEREOF OWNED BY THE STATE OF IOWA

AND

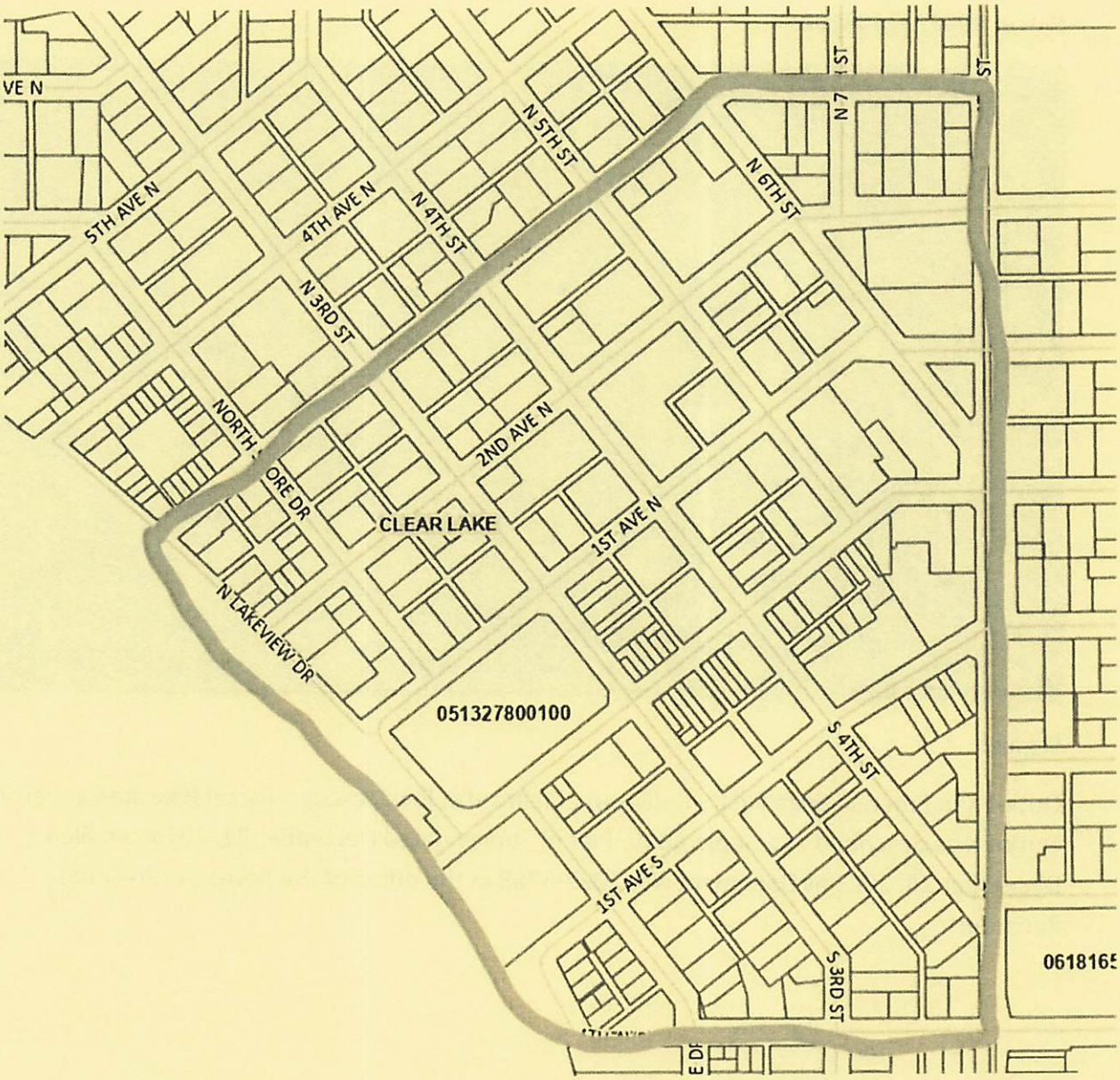
LOT THREE (3) OF THE SUBDIVISION OF GOVERNMENT LOTS ONE (1) AND TWO (2) IN SECTION TWENTY-FOUR (24), TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY-TWO (22) WEST OF THE 5TH P.M., EXCEPT BEGINNING AT A POINT N 1°39' E 227.7 FEET FROM THE SOUTHWEST CORNER OF LOT 3; THENCE N 922.1 FEET; THENCE S 89°59' W 75 FEET; THENCE N 64°35' W TO LINE OF LOT 3 SOUTHERLY ON WEST LINE OF LOT 3 TO POINT OF BEGINNING AND ALSO EXCEPTING PLAT OF SOUTH HAVEN ADDITION; EXCEPT PART OF LOT 3 SUBDIVISION COMMENCING AT INTERSECTION OF SOUTHERLY LINE OF LAKE STREET AND EASTERLY LINE OF ALLEY LYING DIRECTLY OPPOSITE SOUTHWESTERLY CORNER OF LOT SEVEN (7) BLOCK ONE (1) SOUTH HAVEN ADDITION; THENCE SOUTHEASTERLY AT RIGHT ANGLES 350 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES 124 FEET TO EASTERLY LINE OF ALLEY NORTHEASTERLY 350 FEET TO BEGINNING.

AND

Outlot X in Emerald Edge First Subdivision, Clear Lake, Iowa, except: Parcel P located in part of Outlot X as described and depicted on Plat of Survey dated December 21, 2023 and filed December 28, 2023 as Document No. 2023-6763 in the office of the Cerro Gordo County Recorder.

Downtown Urban Renewal District

Parcels: All parcels contained within the green highlighted area described below.



Legal/Description:

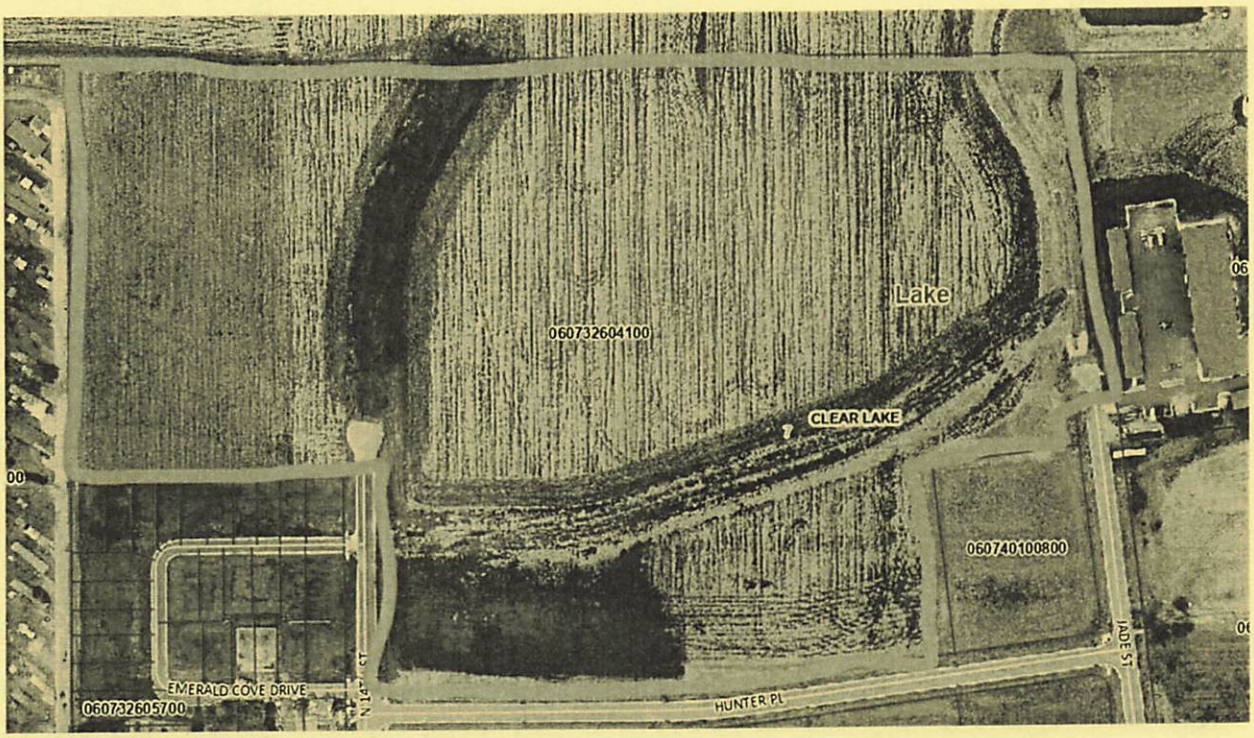
All real property situated in the City of Clear Lake, County of Cerro Gordo, State of Iowa located withing the following boundaries:

Beginning at the intersection of North N 8th St and 3rd Ave N, then West on 3rd Ave N to N lakeview Dr, then South on N Lakeview Dr and the Lake Shore to 4th Ave S, then East on 4th Ave S to S 8th St, then North on S 8th St to Main Ave, then continuing North on N 8th St to the point of beginning.

This area includes the full right-of-way of all streets forming the boundary.

Emerald Edge Urban Renewal District

Parcel #060732604100

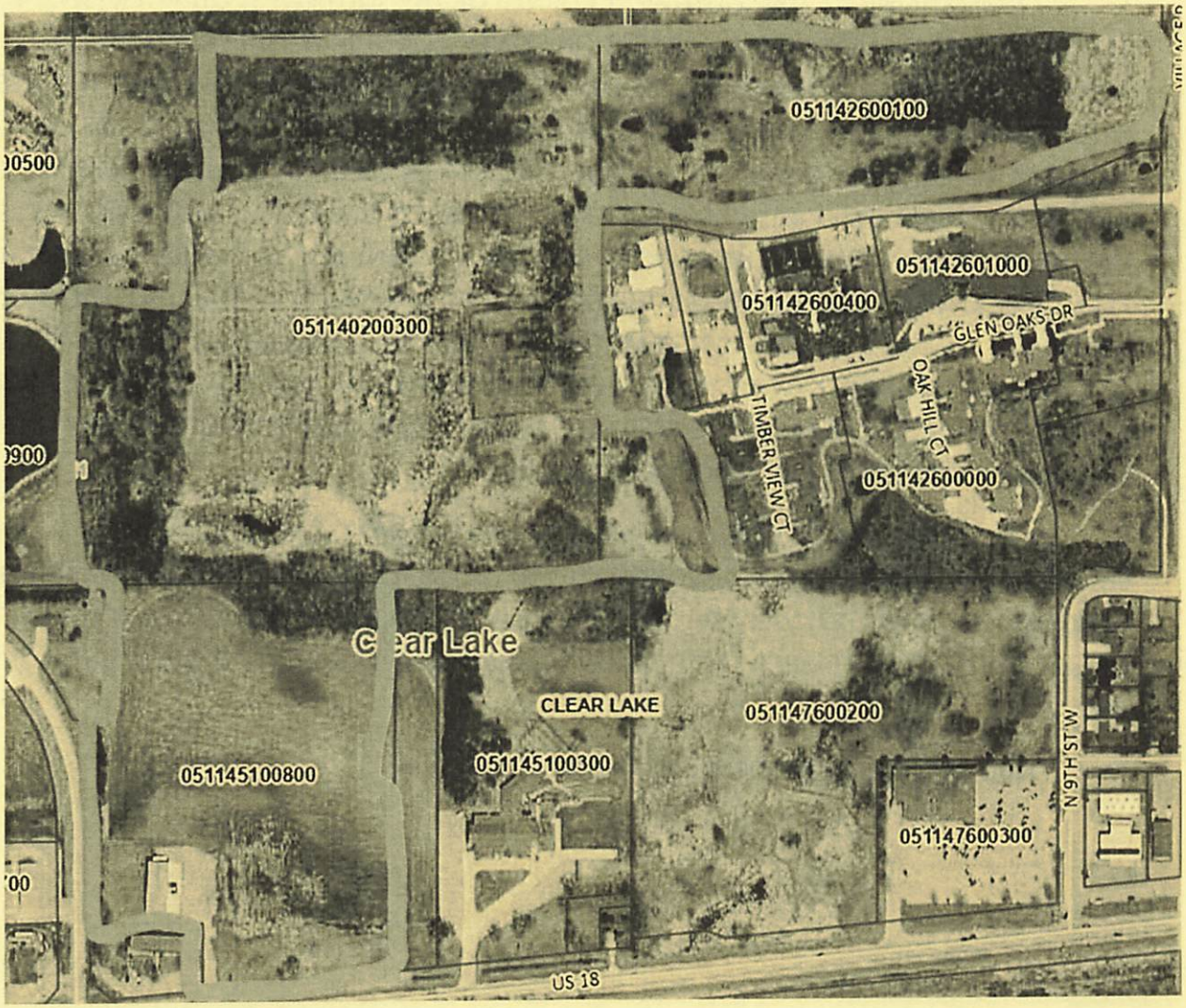


Legals:

Outlot X in Emerald Edge First Subdivision, Clear Lake, Iowa, except: Parcel P located in part of Outlot X as described and depicted on Plat of Survey dated December 21, 2023 and filed December 28, 2023 as Document No. 2023-6763 in the office of the Cerro Gordo County Recorder.

Hidden Acres Urban Renewal District

Parcel #s: 0051142600100, 051142600500, 051140200300, 051145100800, and 051145100600



Legals:

OUTLOTS A, B, AND C ALL IN GLEN OAKS SUBDIVISION, CITY OF CLEAR LAKE, CERRO GORDO COUNTY, IOWA

AND

ALL THAT PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION ELEVEN (11) IN TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY-TWO (22) WEST OF THE 5TH P.M. LYING NORTH OF THE RAILROAD RIGHT-OF-WAY, EXCEPT ROAD AND HIGHWAY EASEMENTS, AND EXCEPT EACH OF THE FOLLOWING DESCRIBED TRACTS:

W ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 18, 76 FEET TO THE POINT OF BEGINNING.

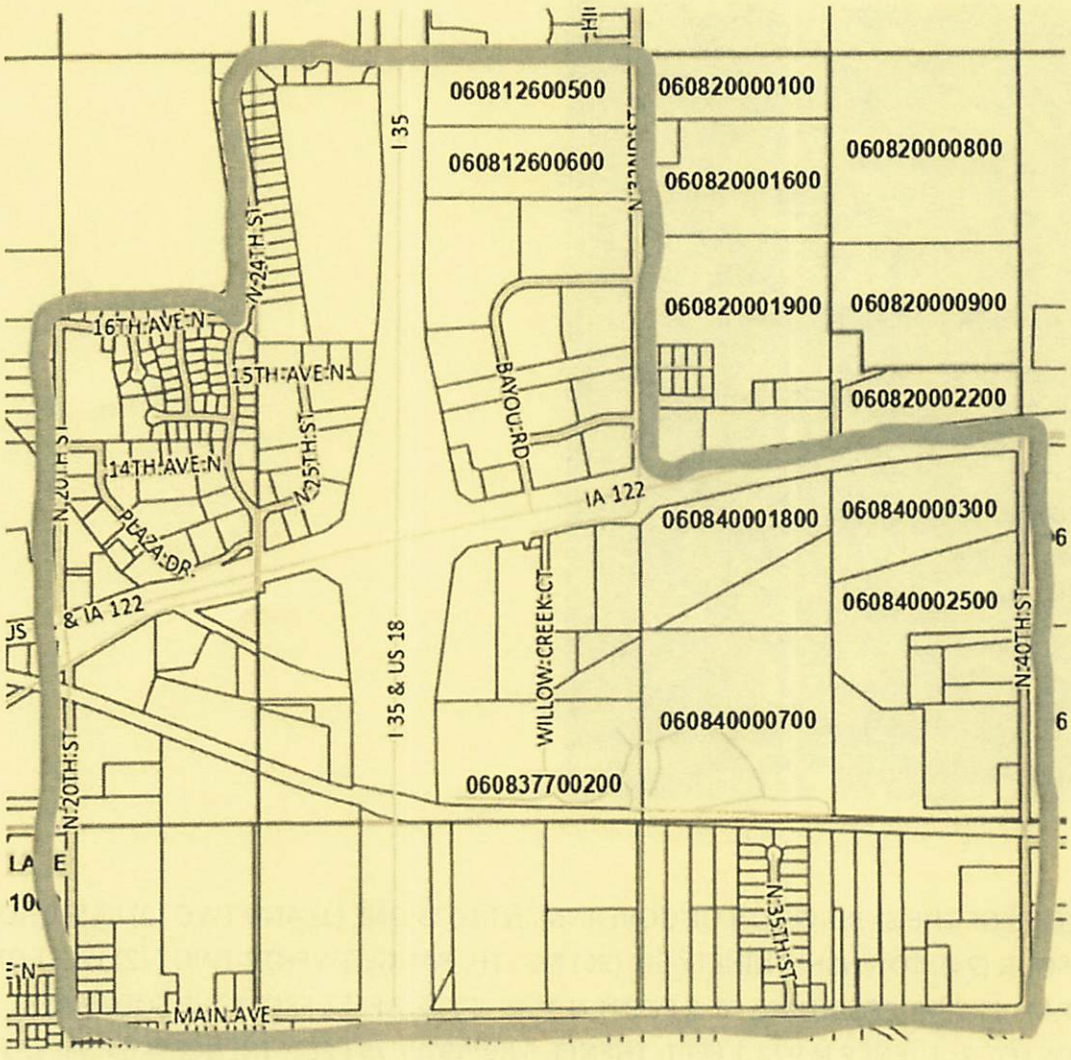
5. COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION ELEVEN (11) IN TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY-TWO (22) WEST OF THE 5TH P. M.; THENCE NORTH ALONG THE WEST LINE OF SAID SW1/4 OF THE SE1/4 OF SECTION 11, 230.4 FEET TO THE CENTERLINE OF U.S. HIGHWAY NO. 18; THENCE N 85 ° 13' E ALONG THE CENTERLINE OF SAID U.S. HIGHWAY NO. 18, 1247.9 FEET; THENCE N O° 41' E 7 0. 3 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 18, THENCE N 0 ° 41' E 100 FEET; THENCE N 85 ° 13' E 76 FEET, TO THE EAST LINE OF SAID SW1/4 OF THE SE¾ OF SECTION 11; THENCE N 0 ° 41' E 32 FEET ALING SAID SW1/4 OF THE SE1/4 OF SECTION 11, THENCE S 85 ° 13' W 156 FEET; THENCE S 0 ° 41' W 132 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY 18; THENCE N 85 ° 13' E 80 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 18 TO THE POINT OF BEGINNING.

6. A PARCEL OF LAND' LOCATED IN THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION ELEVEN (11) IN TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY-TWO (22) WEST OF THE 5TH P.M., AS DESCRIBED AND DEPICTED IN THE PLAT OF SURVEY DATED SEPTEMBER 19, 1977 AND FILED SEPTEMBER 26, 1977 IN BOOK 110 PAGE 266.

7. THAT PART THEREOF OWNED BY THE STATE OF IOWA

Highway 18 & 122 Urban Renewal District

Parcels: All parcels contained within the green highlighted area described below.



Legal/Description:

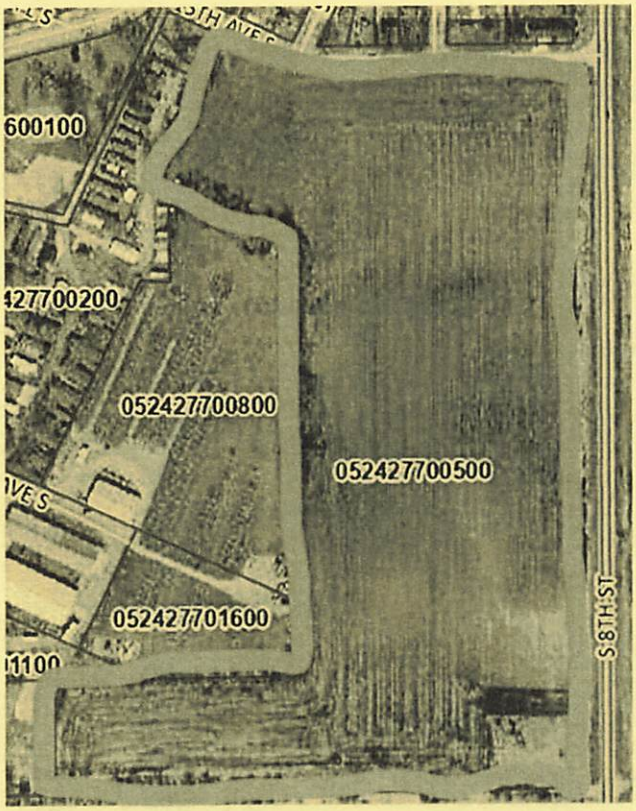
All real property situated in the City of Clear Lake, County of Cerro Gordo, State of Iowa located withing the following boundaries:

Beginning at the intersection of Main Ave and N 40th St, then West on Main Ave to N 20th St, then North on N 20th St to 16th Ave N, then East on 16th Ave N to N 24th St, then North/East on N 24th St to the street's endpoint, then continuing due East from N 24th St endpoint to N 32nd St, then South on N 32nd St to IA 122, then East on IA 122 to N 40th St, then South on N 40th St to the point of beginning.

This area includes the full right-of-way of all streets forming the boundary.

Lakeside Acres Urban Renewal District

Parcel #: 052427700500



Legal:

LOT THREE (3) OF THE SUBDIVISION OF GOVERNMENT LOTS ONE (1) AND TWO (2) IN SECTION TWENTY-FOUR (24), TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY-TWO (22) WEST OF THE 5TH P.M., EXCEPT BEGINNING AT A POINT N 1°39' E 227.7 FEET FROM THE SOUTHWEST CORNER OF LOT 3; THENCE N 922.1 FEET; THENCE S 89°59' W 75 FEET; THENCE N 64°35' W TO LINE OF LOT 3 SOUTHERLY ON WEST LINE OF LOT 3 TO POINT OF BEGINNING AND ALSO EXCEPTING PLAT OF SOUTH HAVEN ADDITION; EXCEPT PART OF LOT 3 SUBDIVISION COMMENCING AT INTERSECTION OF SOUTHERLY LINE OF LAKE STREET AND EASTERLY LINE OF ALLEY LYING DIRECTLY OPPOSITE SOUTHWESTERLY CORNER OF LOT SEVEN (7) BLOCK ONE (1) SOUTH HAVEN ADDITION; THENCE SOUTHEASTERLY AT RIGHT ANGLES 350 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES 124 FEET TO EASTERLY LINE OF ALLEY NORTHEASTERLY 350 FEET TO BEGINNING.

ACCESS AND UTILITY EASEMENT
THE IOWA STATE BAR ASSOCIATION
Recorder's Cover Sheet

TYPE OF DOCUMENT:
ACCESS AND UTILITY EASEMENT

PREPARER INFORMATION:
MARY J. MARTIN, ESQ.
BENESCH FRIEDLANDER COPLAN & ARONOFF LLP
127 PUBLIC SQUARE, SUITE 4900
CLEVELAND, OH 44114
PHONE: 216-363-4458

TAXPAYER INFORMATION:
CL TEL WIRELESS, INC.
107 N. 4th STREET, P.O. BOX 66
CLEAR LAKE, IA 50428
ATTN: TOM LOVELL

RETURN DOCUMENT TO: Preparer (See Above)

GRANTOR:
MCCOLLEY FAMILY LLC, an Iowa limited liability company

GRANTEES:
CITY OF CLEAR LAKE, IOWA
CL TEL WIRELESS, INC., an Iowa corporation

LEGAL DESCRIPTION:
See attached Exhibit "A", a portion of Parcel No. 051323900200

INSTRUMENT NO. REFERENCE:

ACCESS AND UTILITY EASEMENT
(CLEAR LAKE PD SITE – MCCOLLEY PARCEL, CERRO GORDO COUNTY, IOWA)

THIS ACCESS AND UTILITY EASEMENT ("Easement") is made effective as of the ____ day of _____, 2026 (the "Effective Date"), by and between CL TEL WIRELESS, INC., an Iowa corporation ("CL TEL"), and the CITY OF CLEAR LAKE, IOWA ("City of Clear Lake") (together, "Grantees"), and MCCOLLEY FAMILY LLC, an Iowa limited liability company ("Grantor").

RECITALS:

A. Grantor owns certain real property located in Cerro Gordo County, Iowa as more particularly described on **Exhibit A** attached hereto and made a part hereof ("Grantor's Property"). Grantor acquired title to Grantor's Property by virtue of a Warranty Deed recorded October 14, 2024 as Document Number 2024-4989 of the Official Records of Cerro Gordo County, State of Iowa.

B. City of Clear Lake owns certain real property located in Cerro Gordo County, Iowa as more particularly described on **Exhibit B** attached hereto and made a part hereof ("City of Clear Lake Property"). City of Clear Lake acquired title to the City of Clear Lake Property by virtue of a Warranty Deed dated August 4, 1986, and recorded August 11, 1986, in Book 262, Page 112 of the Official Records of Cerro Gordo County, State of Iowa; a Warranty Deed dated September 18, 1959, and recorded September 21, 1959, in Book 123, Page 304 of the Official Records of Cerro Gordo County, State of Iowa.; and a Quitclaim Deed dated December 27, 1966, and recorded December 26, 1967, in Book 140, Page 3 of the Official Records of Cerro Gordo County, State of Iowa.

C. CL TEL has a leasehold and easement interest in a portion of the City of Clear Lake Property pursuant to a Lease and Co-Location Agreement dated April 4, 2018 by and between the City of Clear Lake and CL TEL as evidenced by a Memorandum of Lease dated and recorded of even date herewith in the Official Records of Cerro Gordo County, State of Iowa as more particularly described on **Exhibit C** attached hereto and made a part hereof ("CL Tel Leased Property").

D. Grantor has agreed to grant and memorialize certain rights and easements on the portion of the Grantor's Property adjacent to the City of Clear Lake Property and CL Tel Lease Property (together, "Grantees Properties"), necessary for continued access and utilities to Grantees Properties to and for the benefit of Grantees for the purposes of accessing, maintaining, repairing, and replacing facilities on Grantees Properties.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration paid to Grantor by Grantee, Grantor hereby grants, assigns, covenants and agrees as follows:

1. Grant of Easements. Grantor hereby grants to Grantees, their tenants and licensees, and their successors and assigns a non-exclusive easement and right of way, in common with Grantor, its successors, assigns, and tenants, over the approximately 226 sq. ft. existing driveway for continued ingress and egress by pedestrian and vehicular traffic, including motor vehicles and trucks to and from Grantees Properties across Grantor's Property and a non-exclusive easement to access, install, maintain, repair, and replace utilities, including, but not limited to, underground fiber optic cabling under the Grantor's Property that serve Grantees Properties as more particularly described and depicted on **Exhibit D** attached hereto and made a part hereof (the "Access and Utility Easement"). Grantees shall use the Access and Utility Easement in a manner that does not interfere with the operations of Grantor and its tenants.

2. Term. This term of this Easement is perpetual. This Easement shall be deemed to be a covenant running with the title to the land herein described, and shall bind the heirs, representatives, successors, and assigns of the owners of said land hereto until modified or terminated by mutual agreement of the owners. For the avoidance of doubt, it is intended that the merger doctrine shall not apply to the easement.

3. Maintenance. The City of Clear Lake shall be responsible for maintaining the Access and Utility Easement area in a reasonably safe and passable condition for ingress and egress, which maintenance shall include but not be limited to clearing snow, repairing pavement, and maintaining drainage, in a safe and functional condition. For the avoidance of doubt, CL Tel and Grantor shall not be responsible for any regular or ongoing maintenance of the Access and Utility Easement except restoring the Access and Utility Easement area to its original condition following any damage or destruction caused by CL Tel or Grantor.

4. Indemnification and Insurance. Grantees agrees to indemnify and hold Grantor harmless from any and all claims, damages, and costs whatsoever related to its use of the Access and Utility Easement by itself or anyone accessing Grantor's Property at the request of Grantees and shall deliver proof of insurance to Grantor to be in effect at all times with commercial general liability coverage of not less than $1,000,000.00.

5. No Dedication to the Public. No dedication to the public is being made of this Easement outside of the purpose limited herein.

6. Reserved Rights. Grantor reserves the right to continue to use Grantor's Property located within the non-exclusive surface easement areas so long as Grantor does not interfere with the Grantees Properties.

7. Successors and Assigns. The Easement shall run with the land and be binding upon the parties hereto, their heirs, successors and assigns, and any person or other entity that at any time hereafter shall become the owner of Grantor's Property, City of Clear Lake Property, or obtain an interest in the CL Tel Lease Property.

8. Authority. The persons executing this Easement on behalf of Grantor and Grantee represent and warrant that they are duly authorized to execute this Easement on behalf of the Parties, that all action necessary to authorize the execution, and performance of this Easement has been taken and done and that this Easement is binding and enforceable.

9. No Waiver. The failure of any Party to at any time exercise any right or privilege or enforce any remedy or to insist upon any fulfillment of any condition shall in no way be evidence of any waiver of any such right, privilege, remedy or condition with respect to the same or any other occurrence.

10. Governing Law. This Agreement is governed by the laws in the State of Iowa.

11. Multiple Counterparts. This Easement may be executed in multiple counterparts, all of which, taken together, shall constitute a binding agreement.

[Signatures Begin on the Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first above written.

GRANTOR:

McColley Family LLC,
an Iowa limited liability company

By: _____
Name: Nicholas McColley DC
Title: Owner

STATE OF IOWA)
) SS:
COUNTY OF Cerro Gordo)

On this 18th day of August, ~~2025~~ 2026, before me, a Notary Public, personally appeared Nicholas McColley to me personally known, who being by me duly sworn, did say that he/she is the Owner of McColley Family LLC, an Iowa limited liability company, executing the foregoing instrument, that no seal has been procured by the entity; and he/she acknowledged the execution to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned; and on oath, stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

EMILY KRUKOW
Commission Number 871989
MY COMMISSION EXPIRES
MARCH 27, 2029

_____
Notary Public in and for the
State of Iowa
My commission expires: March 27, 2029

[Signatures continue on the following page]

[Signatures continued from the previous page]

GRANTEE:

CL TEL WIRELESS, INC., an Iowa corporation

By: Thomas A Lovell
Name: Thomas A. Lovell
Title: President

STATE OF IOWA)
) SS:
COUNTY OF Cerro Gordo)

On this 8th day of August, 2025, before me, a Notary Public, personally appeared Thomas A. Lovell, to me personally known, who being by me duly sworn, did say that he/she is the President of CL Tel Wireless, Inc., an Iowa corporation, executing the foregoing instrument, that no seal has been procured by the corporation; and he/she acknowledged the execution to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned; and on oath, stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

EMILY KRUKOW
Commission Number 871989
MY COMMISSION EXPIRES
MARCH 27, 2029

Notary Public in and for the
State of Iowa
My commission expires: March 27, 2029

[Signatures continue on the following page]

[Signatures continued from the previous page]

GRANTEE:

CITY OF CLEAR LAKE, IOWA

By: _____
Name: Mark Ebeling
Title: Mayor

ATTEST:

By: _____
Name: Jennifer Larsen
Title: City Clerk

STATE OF IOWA)
) SS:
COUNTY OF _____)

On this ___ day of _____, 2026, before me, a Notary Public, personally appeared Mark Ebeling and Jennifer Larsen, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Clear Lake, Iowa, executing the foregoing instrument and they acknowledged the execution to be the free and voluntary act and deed for the uses and purposes therein mentioned; and on oath, stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public in and for the
State of Iowa
My commission expires: _____

EXHIBIT A

DESCRIPTION OF GRANTOR'S PROPERTY

Part of Lots 5, 6 and 7 and vacated alley between part of Lots 5, 6 and 7 in Block 23 in Elon Tuttle's Addition to Clear Lake Village, Iowa; also part of Lot One (1) in the subdivision of the Northeast Quarter (NE ¼) of Section Thirteen (13) in Township ninety-six (96) North of Range Twenty-two (22) West of the 5th P.M., all of which is more particularly described as follows:

Commencing at a point on the North line of Main Avenue in the City of Clear Lake, Iowa, 196.7 feet West of an iron stake on the North line of Main Avenue and the West line of North 8th Street, thence North 37°53' West 136.2 feet which line is Northerly line of land deeded to Ernest Andersen, recorded in Book 55 Page 617, thence North 52° 07' E 59 feet, thence South 37° 53' East 153.5 feet, thence South 23 feet to the North line of Main Avenue, thence West 57 feet to beginning, except the Westerly 17.3 feet of the Northerly 77.4 feet of said tract being a part of Lot 1 in the Northeast Quarter (NE ¼) and part of Lots 5, 6, 7 and vacated alley between said lots in Block 23, in Elon Tuttle's and also in Clear Lake, Iowa, tract described as beginning 199.05 feet Westerly from the Southeast corner of Main Avenue and 8th Street thence Northwesterly parallel with North 5th Street 58.4 feet, thence Northeasterly parallel with said Main Street, 1.7 feet, thence Southeasterly parallel with North 5th Street 58.8 feet, thence West 2.35 feet to beginning.

Parcel ID #051323900200

EXHIBIT B

DESCRIPTION OF CITY OF CLEAR LAKES PROPERTY

Tract 1
Beginning at the intersection of the West line of North Eighth Street and the North line of Main Avenue, continuing thence West along the North line of Main Avenue, 40 feet, thence due North to the intersection of the Southwesterly line of North Sixth Street, about 90 feet, thence Southeasterly along the Southwest line of North Sixth Street to the intersection of the West line of North Eighth Street, thence South along the West line of North Eighth Street to the place of beginning; being a part of the triangular piece of land Southeast of Block Twenty-three (23) and Forty-one (41) in Tuttle's Addition to Clear Lake, Iowa, lying
and adjoining Lots Seven (7) and Eight (8) in Block Twenty-three (23) of E. A. Tuttle's Addition to Clear Lake, Iowa.

AND

Tract 2
Lots One (1) and Two (2) in Block Twenty-three (23) in Elon Tuttle's Addition to Clear Lake Village, Iowa, according to the recorded plat thereof, except a tract in the Northwest corner of said Lot One (1) lying North of a line drawn East and West across said Lot One (1) in a direct line with the Southerly line of a First Street in Dickerson and Hay's Addition to Clear Lake Village, according to recorded plat thereof;

AND

Tract 3
Lots Seven (7) and Eight (8) in Block Twenty-three (23) in Elon Tuttle's Addition to Clear Lake Village, according to the recorded plat thereof;

AND

Tract 4
All vacated alleys in Block Twenty-three (23) in Elon Tuttle's Addition to Clear Lake Village, except a parcel of land sixteen and one-half (16 1/2) feet in width lying between Lots Four (4) and Five (5) in Block Twenty-three aforesaid, extending Northeasterly from the East line of Fifth Street in the town of Clear Lake, a distance of one hundred and ten (110) feet;

AND

Tract 5
A tract beginning at the Southeasterly corner of Lot Eight (8) in Block Twenty-Three (23) Elon Tuttle's Addition to Clear Lake Village, running thence Southwesterly along the Southeasterly line of Lots Eight (8) and Seven (7) in Block Twenty-three (23) aforesaid to the North line of Lot One (1) in the Northeast Quarter of Section Thirteen (13) in Township Ninety-six (96) North of Range Twenty-two (22) West of the Fifth P.M.; thence East along the North line of said Lot One (1) to a point where the said North line meets the West boundary line of a parcel of land heretofore deeded

to Hawkeye Oil Company by deed dated December 14, 1925, filed January 8, 1926, in the Office of the Recorder of Cerro Gordo County, Iowa and recorded in Land Deed Record 78 at Page 492; thence North to the Southwesterly line of Sixth Street in the town of Clear Lake Iowa; thence Northerly along said Southwesterly line of Sixth Street to the Place of Beginning.

AND

Tract 6
The Easterly 4 feet of Lot Three (3), Block Twenty-three (23), Elon Tuttle's Addition and the Easterly 4 feet of the Northerly 41 feet of Lot Four (4), Block Twenty-three (23), Elon Tuttle's Addition, all in the City of Clear Lake, Iowa.

Excepting from all of the foregoing described real estate a tract of land more particularly described as follows:

Commencing at a point on the North line of Main Avenue as now established in the City of Clear Lake, Iowa, which point is 196.7 feet West of an iron stake which is located on the North line of said Main Avenue and the West line of North Eighth Street as now established in the City of Clear Lake, Iowa; running thence North 37°53' West a distance of 136.2 feet, which line is the Northerly line of a parcel of land heretofore deeded to Ernest Anderson by Warranty Deed dated March 1, 1928 which deed was filed for record on April 25, 1928, in the office of the Recorder of Cerro Gordo County, Iowa, and recorded in Book 55 at page 617; thence North 52°07' East a distance of 59 feet; thence South 37°53' East a distance of 153.5 feet; thence South 23.0 feet to the North line of said Main Avenue; thence West a distance of 57 feet to the Point of Beginning.

A portion of the above being the same property conveyed to the City of Clear Lake, Clear Lake, Iowa, from Harold H. Crane Trust and Harold H. Crane Marital Trust, Verda V. Crane and Dorothy Ann Brown, Trustees, in a Warranty Deed dated August 4, 1986 and recorded August 11, 1986 in Book 262 Page 112.

A portion of the above being the same property conveyed to the City of Clear Lake, Iowa, a municipal corporation, from L.E. Ashland and Esther W. Ashland, husband and wife, in a Warranty Deed dated September 18, 1959 and recorded September 21, 1959 in Book 123 Page 304.

A portion of the above being the same property conveyed to the City of Clear Lake, Iowa, a municipal corporation, from Clear Lake Bakery Inc., an Iowa corporation, in a Quitclaim Deed dated December 27, 1966 and recorded December 26, 1967 in Book 140 Page 3.

Parcel ID #051323900300

EXHIBIT C

DESCRIPTION OF CL TEL LEASE PROPERTY

Part of Lot Two (2) and vacated Alley in Block Twenty-Three (23) in Elon Tuttle's Addition to Clear Lake Village, Cerro Gordo County, Iowa, and being more particularly described as follows:

Commencing at the Northeast corner of said Lot Two; Thence South 53°00'26" West, along the North line of said Lot 2 a distance of 52.13 feet; Thence South 36°59'34" East, a distance of 58.98 feet to the Point of Beginning and corner of an existing building; Thence South 00°23'23" West, along the face of an existing building a distance of 20.00 feet; Thence leaving face of existing building North 89°36'37" West, a distance of 18.07 feet; Thence North 36°55'51" West, a distance of 4.84 feet; Thence North 00°23'23" East, a distance of 8.15 feet; Thence South 89°36'37" East, a distance of 21.00 feet to the Point of Beginning.

Said Lease Area also described as follows:
Situated in the City Of Clear Lake, County Of Cerro Gordo County, Iowa: Part of Lot 2 of Block Number 23 in the plat of Block 23 and 24 of Elon A. Tuttle's addition to Clear Lake Village as recorded in Plat Book 187 of the Cerro Gordo County, Iowa records, described as: Commencing at a 1" iron pipe found at the northwesterly corner of a parcel of land now or formerly owned by the City Of Clear Lake, Deed number 262 112, also being the northwesterly line of Block No. 23 of said plat, also being the northerly right-of-way of 1st/Avenue North (66 feet wide/public), as witnessed by a 1" iron pipe found on said right-of-way north 51°55'36E a distance of 77.61 feet; thence south 38°05'03" East along the westerly line of said City Of Clear Lake parcel a distance of 34.10 feet; thence north 89°05'16" East a distance of 20.91 feet to a southwesterly corner of an existing building and the point of beginning;
thence North 89°05'16" East along a southerly face of said building a distance of 21.00 feet to a southwesterly corner of said building; thence south 00°54'44" East along a westerly face of said building a distance of 12.00 feet; thence south 89°05'16" West a distance of 18.00 feet; thence north 38°50'20" West a distance of 4.88 feet; thence north 00°54'44" West a distance of 8.15 feet to the Point Of Beginning. Containing 246 square feet or 0.006 acres.

Together with 5' Access/Utility Easement:

A 5 foot wide strip parcel in part of vacated alley in Block Twenty-three (23) in Elon Tuttle's Addition to Clear Lake Village, Cerro Gordo County, Iowa, and the centerline of which is more particularly described as follows:

Commencing at the Northeast corner of said Lot Two; Thence South 53°00'26" West, along the North line of said Lot 2 a distance of 52.13 feet; Thence South 36°59'34" East, a distance of 58.93 feet to a corner of an existing building; Thence South 00°23'23" West, along the face of an existing building a distance of 20.00 feet; Thence leaving face of existing building North 89°36'37" West, a distance of 18.07 feet; Thence North 36°55'51" West a distance of 4.84 feet; Thence North 00°23'23" East, a distance of 4.12 feet to the Point of Beginning; Thence North 36°55'51" West, a distance of 49.38 feet to the Point of Termination and South right of way line of 1st Avenue North.

Together with 8' Utility Easement

An 8 foot wide strip parcel in part of a vacated alley in Block Twenty-three (23) in Elon Tuttle's Addition to Clear Lake Village, Cerro Gordo County, Iowa, and the centerline of which is more particularly described as follows:

Commencing at the Northeast corner of said Lot Two; Thence South 53°00'26" West, along the North line of said Lot 2, a distance of 52.13 feet; Thence South 36°59'34" East, a distance of 58.93 feet to a corner of an existing building; Thence South 00°23'23" West, along the face of an existing building, a distance of 20.00 feet; Thence leaving face of existing building North 89°36'37" West, a distance of 18.07 feet to the Point of Beginning; Thence South 25°17'41" East, a distance of 91.04 feet to the Point of Termination.

Being a Portion of Parcel ID #051323900300

EXHIBIT D

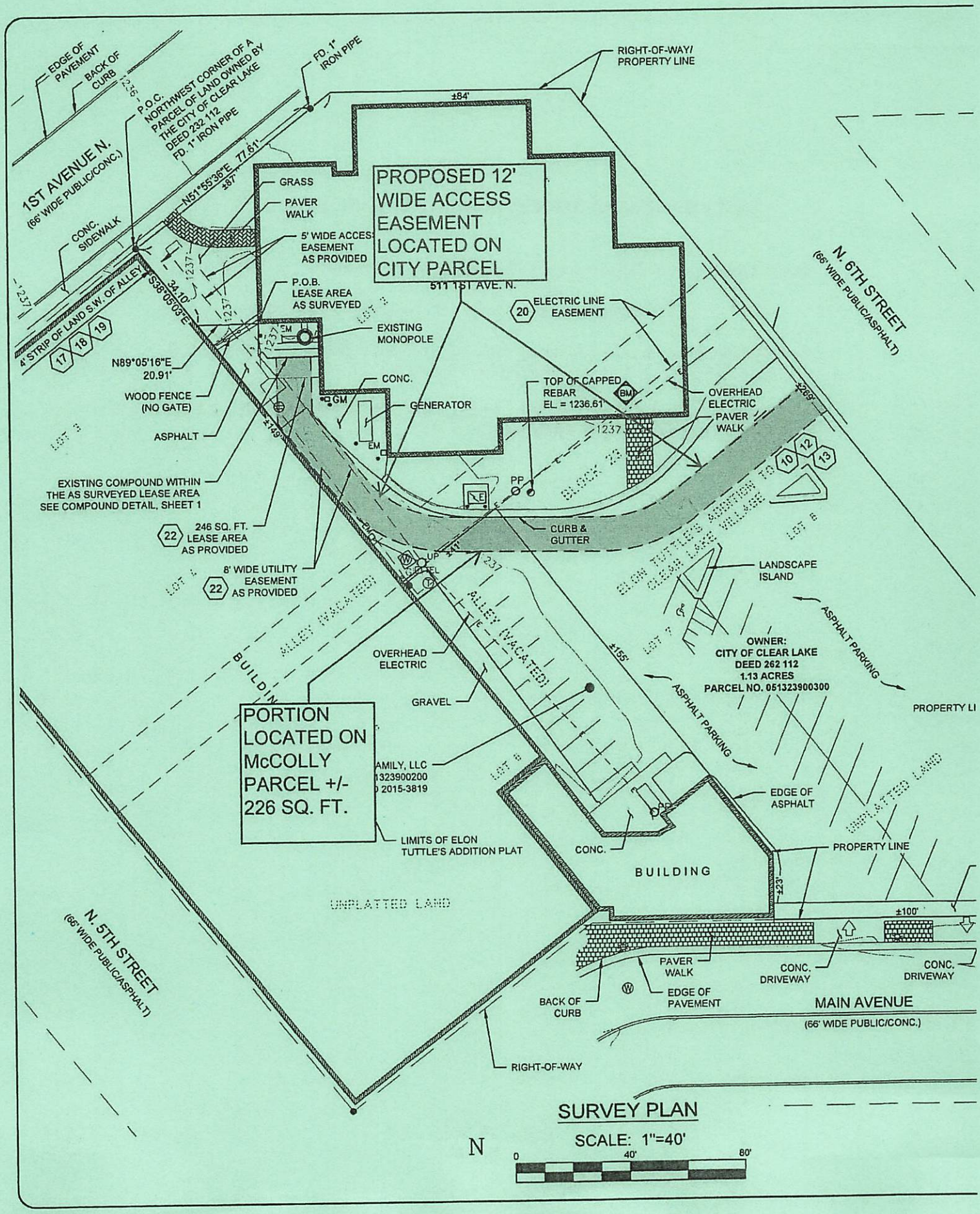
DESCRIPTION AND DEPICTION OF ACCESS AND UTILITY EASEMENT

[Legal Description of 226' Access and Utility Easement to be provided by surveyor and inserted]

[Depiction of Access and Utility Easement to be inserted]

Depiction provided from ALTA Survey dated ____ and last updated ____ by LandTech Professional Surveying & Engineering Project No. 24329012.

NOTE: GRAPHIC IS SHOWN AS "PROPOSED" BUT WILL BECOME FINAL UPON RECORDATION OF THIS EASEMENT.


EDGE OF PAVEMENT
BACK OF CURB
P.O.C. NORTHWEST CORNER OF A PARCEL OF LAND OWNED BY THE CITY OF CLEAR LAKE DEED 232 112 FD. 1" IRON PIPE
FD. 1" IRON PIPE
RIGHT-OF-WAY/ PROPERTY LINE
1ST AVENUE N. (66' WIDE PUBLIC/CONC.)
N51°55'36"E 77.61'
±84'
PROPOSED 12' WIDE ACCESS EASEMENT LOCATED ON CITY PARCEL
511 1ST AVE. N.
GRASS
PAVER WALK
5' WIDE ACCESS EASEMENT AS PROVIDED
CONC. SIDEWALK
P.O.B. LEASE AREA AS SURVEYED
S38°05'03"E 34.10'
4' STRIP OF LAND S.W. OF ALLEY
17 18 19
ELECTRIC LINE EASEMENT
20
EXISTING MONOPOLE
N89°05'16"E 20.91'
WOOD FENCE (NO GATE)
CONC.
GENERATOR
TOP OF CAPPED REBAR EL. = 1236.61
BM
OVERHEAD ELECTRIC
PAVER WALK
N. 6TH STREET (66' WIDE PUBLIC/ASPHALT)
ASPHALT
EXISTING COMPOUND WITHIN THE AS SURVEYED LEASE AREA SEE COMPOUND DETAIL, SHEET 1
246 SQ. FT. LEASE AREA AS PROVIDED
22
8' WIDE UTILITY EASEMENT AS PROVIDED
22
CURB & GUTTER
LANDSCAPE ISLAND
ELON TUTTLE'S ADDITION TO CLEAR LAKE VILLAGE
ALLEY (VACATED)
OVERHEAD ELECTRIC
GRAVEL
OWNER: CITY OF CLEAR LAKE DEED 262 112 1.13 ACRES PARCEL NO. 051323900300
ASPHALT PARKING
PORTION LOCATED ON McCOLLY PARCEL +/- 226 SQ. FT.
LIMITS OF ELON TUTTLE'S ADDITION PLAT
EDGE OF ASPHALT
UNPLATTED LAND
PROPERTY LINE
BUILDING
CONC.
±231'
±100'
N. 5TH STREET (66' WIDE PUBLIC/ASPHALT)
PAVER WALK
CONC. DRIVEWAY
CONC. DRIVEWAY
BACK OF CURB
EDGE OF PAVEMENT
MAIN AVENUE (66' WIDE PUBLIC/CONC.)
RIGHT-OF-WAY
SURVEY PLAN
SCALE: 1"=40'
N
0
40'
80'

Benesch

Alyssa L. Roberts
41 S. High Street, Suite 2600
Columbus, Ohio 43215
Direct Dial: 614.223.9323
Fax: 614.223.9330
aroberts@beneschlaw.com

April 1, 2025

By: Certified Mail

City of Clear Lake
15 N. 6th Street
PO Box 185
Clear Lake, IA 50428
Attn: City Administrator

Re: Request for Consent and Estoppel Certificate Relating to the Lease Agreement with CL Tel Wireless, Inc., located at 511 1st Avenue North, Clear Lake, IA 50428 (the "Property").

Ladies and Gentlemen:

CL Tel Wireless, Inc. ("CL Tel") plans to assign its interest under the lease with you (the "Lease") to another company, Xcell Towers III, LLC ("Xcell") in connection with CL Tel's sale of its communications tower located on the Property to Xcell.

In connection with the proposed assignment, we have enclosed a Memorandum of Lease (the "Memorandum") and Landlord Estoppel Certificate (the "Estoppel") for your review and execution. We are requesting the Memorandum to ensure the Lease is evidenced in the public record as the Lease is not currently recorded. We are requesting the Estoppel to certify facts about the Lease. Kindly review and sign the requested Memorandum in the presence of a notary public and fill in and sign the Estoppel. Please return both originally signed documents to me along with the enclosed self-addressed FedEx envelope as soon as possible.

CL Tel has given Xcell and our firm the authority to request the estoppel certificate in anticipation of this transition.

Your prompt attention is greatly appreciated. If you have any questions, please contact me at aroberts@beneschlaw.com or 614.223.9323.

Sincerely,
BENESCH, FRIEDLANDER,
COPLAN & ARONOFF LLP

Alyssa Roberts

Alyssa L. Roberts

Enclosures

cc: Diane S. Leung, Esq.

LANDLORD ESTOPPEL CERTIFICATE AND AGREEMENT
(Clear Lake PD)

THIS LANDLORD ESTOPPEL CERTIFICATE AND AGREEMENT (this "Agreement") is made as of _____, 2026 by the party identified as "Landlord" on the signature page hereof ("Landlord") for the benefit of CL Tel Wireless, Inc., an Iowa corporation ("Tenant"), Xcell Towers III, LLC, a Delaware limited liability company ("Buyer"), and any Mortgagee (as defined in the Lease).

RECITALS:

A. Tenant is the lessee of certain real property located at 511 1st Avenue North, Clear Lake, IA 50428 (the "Premises"), pursuant to a Lease and Co-Location Agreement by and between Landlord and Tenant dated April 4, 2018 (the "Lease").

B. Pursuant to a Purchase and Sale Agreement dated February 1, 2024, between Tenant, as Seller, and Buyer (the "Purchase Agreement"), Tenant will sell its interest in the Lease to Buyer.

C. In connection with the transfer of the Lease to Buyer, Tenant and Buyer desire to have Landlord make certain certifications and agreements relating to the Lease.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged Landlord certifies and agrees as follows:

1. Estoppel Certificate. Landlord certifies to Tenant, Buyer and any Mortgagee that the following statements are true as of the date hereof:

(a) Tenant is the current tenant under the Lease (a full copy of which, including all amendments thereto, is annexed as Exhibit A);

(b) The Lease is in full force and effect, has not been assigned by Landlord to any other party and contains the entire agreement between Landlord and Tenant with respect to the Premises;

(c) The current term of the Lease commenced on October 1, 2022, and ends on September 30, 2027. Tenant has four (4) automatic renewal terms of five (5) years each remaining. The full term of the lease will end on September 30, 2047.

(d) There is no rent due under the Lease in exchange for Landlord's collocation of the Police Department's radio communications antennas, dish, and related cables as further described in the Lease.

(e) No default exists under the Lease on the part of Tenant, and, to Landlord's knowledge, no event or condition has occurred or exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Lease.

2. Prior Leases. Landlord and Tenant acknowledge that they are parties to a Water Tower Lease with Option dated October 1, 2007, as amended by the First Amendment to Water Tower Lease with Option dated September 27, 2012 (together, the "Water Tower Lease") and the Site Lease with Option dated September 27, 2012 (the "Prior Lease", and together with the Water Tower Lease the "Prior Agreements"). Landlord and Tenant acknowledge that the Lease supersedes the Prior Agreements and that the Prior Agreements are no longer in effect.

3. Tenant Financing: Agreement with Respect to the Lease. Landlord agrees that all notices sent to a Mortgagee in accordance with Section N of the Lease will be in writing and sent by United States mail postage prepaid or other reputable courier service to Buyer's Mortgagee at CIBC Bank USA, as agent for itself and the other lenders, 200 Public Square, Suite 2050, Cleveland, OH 44114, Attention: Corporate Banking.

4. Miscellaneous.

(a) If this Agreement is inconsistent with the Lease, this Agreement will control.

(b) This Agreement will be binding upon Landlord and its successors and assigns.

(c) This Agreement may not be amended or modified except by a written agreement executed by Landlord, Buyer and the Mortgagee, if any.

LANDLORD:

CITY OF CLEAR LAKE, IOWA

By:_____
Name:_____
Title:_____

ACCEPTED BY:

TENANT:

CL TEL WIRELESS, INC., an Iowa corporation

By:_____
Name:_____
Title:_____

BUYER:

XCELL TOWERS III, LLC, a Delaware limited liability company

By:_____
James P. Janowiak, Vice-President

EXHIBIT A

[ATTACH COMPLETE COPY OF LEASE]

MEMORANDUM OF LEASE
THE IOWA STATE BAR ASSOCIATION
Recorder's Cover Sheet

TYPE OF DOCUMENT:
MEMORANDUM OF LEASE

PREPARER INFORMATION:
MARY J. MARTIN, ESQ.
BENESCH FRIEDLANDER COPLAN & ARONOFF LLP
127 PUBLIC SQUARE, SUITE 4900
CLEVELAND, OH 44114
PHONE: 216-363-4458

TAXPAYER INFORMATION:
CL TEL WIRELESS, INC.
107 N 4TH STREET, P.O. BOX 66
CLEAR LAKE, IOWA 50428

RETURN DOCUMENT TO: Taxpayer (See Above)

LANDLORD:
CITY OF CLEA LAKE, IOWA

TENANT:
CL TEL WIRELESS, INC.

LEGAL DESCRIPTION:
See attached Exhibit "A"

INSTRUMENT NO. REFERENCE:

MEMORANDUM OF LEASE
(CLEAR LAKE PD, CERRO GORDO COUNTY, IOWA)

This Memorandum of Lease (this "Memorandum") is made as of Sept.__, 2026 by and between CITY OF CLEAR LAKE, IOWA ("Landlord"), and CL TEL WIRELESS, INC., an Iowa corporation ("Tenant"), who agree as follows:

1. Landlord's Address: Landlord's address 15 N. 6th Street, PO Box 185, Clear Lake, IA 50428.

2. Tenant's Address: Tenant's address is 107 N 4th Street, P.O. Box 66 Clear Lake, Iowa 50428

3. Leased Premises. Landlord leases to Tenant and Tenant leases from Landlord, pursuant to a Lease and Co-Location Agreement dated April 4, 2018, (the "Lease"), an approximately 246.4 square foot area adjacent to the Clear Lake Police Department in the City of Clear Lake, County of Cerro Gordo, State of Iowa, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Leased Premises"). In addition, Landlord hereby grants to Tenant the right of ingress and egress over, upon, under and through Landlord's property for access and utilities. The access and utility easement is more particularly described on Exhibit B attached hereto and made a part hereof.

4. Term; Extended Terms. The current term of the Lease commenced on October 1, 2022, and expires on September 30, 2027. Tenant has four (4) remaining five-year options to extend the term of the Lease in accordance with and subject to the provisions and conditions of the Lease. The final term of the lease expires on September 30, 2047.

5. Vesting Deed. Landlord acquired title to the Premises by virtue of a deed dated September 18, 1959 and recorded September 21, 1959 in Book 123, Page 304 of the Official Records of Cerro Gordo County, State of Iowa.

6. Purpose of Memorandum of Lease. This Memorandum is prepared for the purpose of recordation and does not modify the provisions of the Lease. The Lease is incorporated herein by reference. If there are any conflicts between the Lease and this Memorandum of Lease, the provisions of the Lease shall prevail.

7. Counterparts. This Memorandum may be executed in any number of counterpart copies, each of which shall be deemed to be an original, but all of which together shall constitute a single instrument.

The parties hereto have executed this Memorandum on the day and year first above written.

CITY OF CLEAR LAKE, IOWA

By: _____
Name: _____
Title: _____

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

On this ___ day of Sept. 2026, before me, a Notary Public, personally appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the _____ of the City of Clear Laki, Iowa, executing the foregoing instrument, that no seal has been procured by the corporation; and he/she acknowledged the execution to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned; and on oath, stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public in and for the
State of Iowa
My commission expires: _____

[Signatures continue on the following page]

[Signatures continued from the previous page]

TENANT:

CL TEL WIRELESS, INC.,
an Iowa corporation

By: _____
Name: _____
Title: _____

STATE OF IOWA)
) SS:
COUNTY OF _____)

On this ___ day of Sept. 2026, before me, a Notary Public, personally appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the _____ of CL Tel Wireless, Inc., an Iowa corporation, executing the foregoing instrument, that no seal has been procured by the corporation; and he/she acknowledged the execution to be the free and voluntary act and deed of said corporation for the usés and purposes therein mentioned; and on oath, stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public in and for the
State of Iowa
My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF LEASED PREMISES

SITUATED IN THE CITY OF CLEAR LAKE, COUNTY OF CERRO GORDO, IOWA: PART OF LOT 2 OF BLOCK NUMBER 23 IN THE PLAT OF BLOCK 23 AND 24 OF ELON A. TUTTLE'S ADDITION TO CLEAR LAKE VILLAGE AS RECORDED IN PLAT BOOK 187 OF THE CERRO GORDO COUNTY, IOWA RECORDS, DESCRIBED AS: COMMENCING AT A 1" IRON PIPE FOUND AT THE NORTHWESTERLY CORNER OF A PARCEL OF LAND NOW OR FORMERLY OWNED BY THE CITY OF CLEAR LAKE, DEED NUMBER 262 112, ALSO BEING THE NORTHWESTERLY LINE OF BLOCK NO. 23 OF SAID PLAT, ALSO BEING THE NORTHERLY RIGHT-OF-WAY OF 1ST/AVENUE NORTH (66 FEET WIDE/PUBLIC), AS WITNESSED BY A 1" IRON PIPE FOUND ON SAID RIGHT-OF-WAY NORTH 51°55'36"E A DISTANCE OF 77.61 FEET; THENCE SOUTH 38°05'03" EAST ALONG THE WESTERLY LINE OF SAID CITY OF CLEAR LAKE PARCEL A DISTANCE OF 34.10 FEET; THENCE NORTH 89°05'16" EAST A DISTANCE OF 20.91 FEET TO A SOUTHWESTERLY CORNER OF AN EXISTING BUILDING AND THE POINT OF BEGINNING;

THENCE NORTH 89°05'16" EAST ALONG A SOUTHERLY FACE OF SAID BUILDING A DISTANCE OF 21.00 FEET TO A SOUTHWESTERLY CORNER OF SAID BUILDING; THENCE SOUTH 00°54'44" EAST ALONG A WESTERLY FACE OF SAID BUILDING A DISTANCE OF 12.00 FEET; THENCE SOUTH 89°05'16" WEST A DISTANCE OF 18.00 FEET; THENCE NORTH 38°50'20" WEST A DISTANCE OF 4.88 FEET; THENCE NORTH 00°54'44" WEST A DISTANCE OF 8.15 FEET TO THE POINT OF BEGINNING. CONTAINING 246 SQUARE FEET OR 0.006 ACRES.

EXHIBIT B

LEGAL DESCRIPTION OF ACCESS AND UTILITY EASEMENTS

ACCESS EASEMENT:

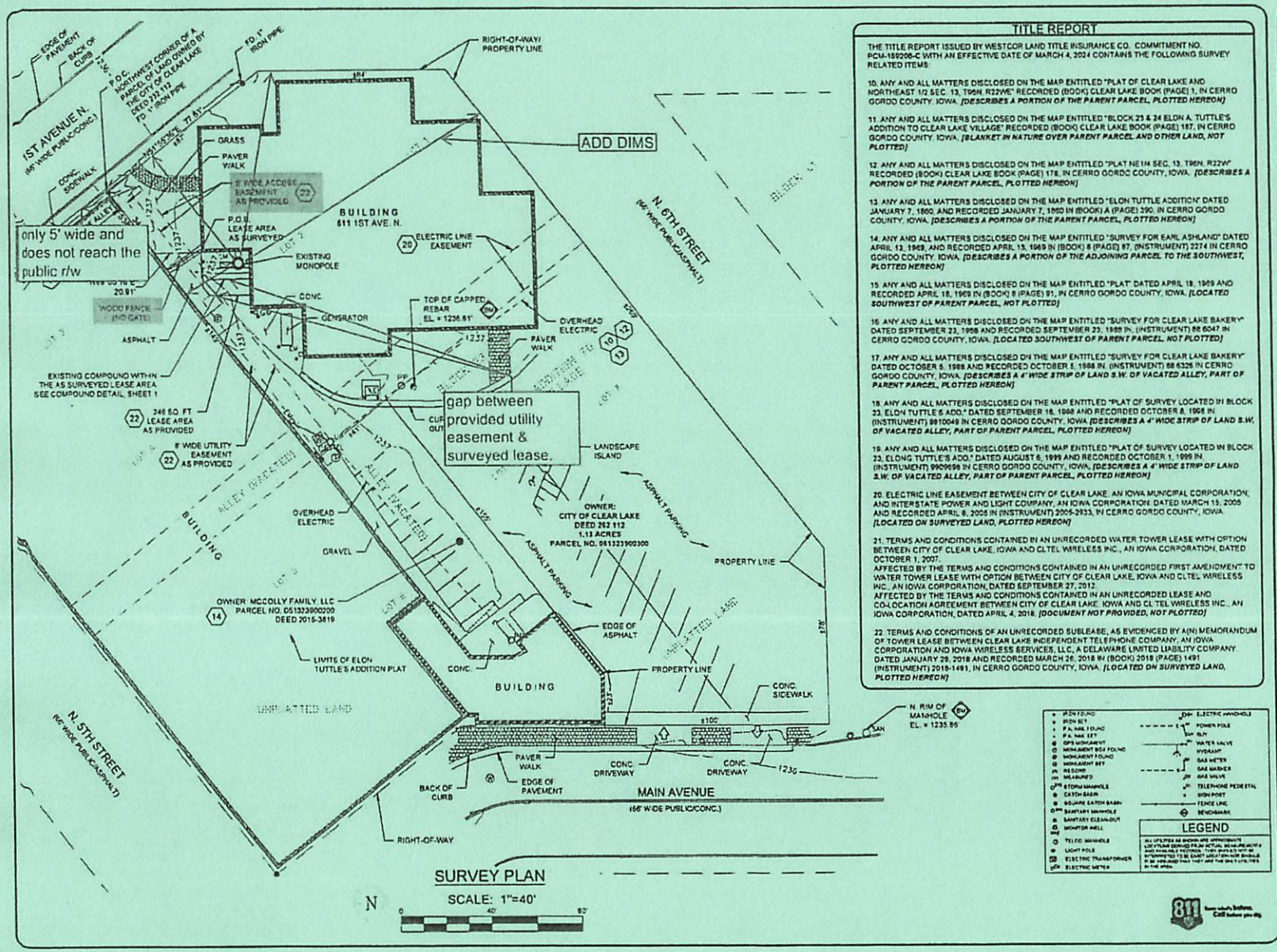
A 5 FOOT WIDE STRIP PARCEL IN PART OF VACATED ALLEY IN BLOCK TWENTY-THREE (23) IN ELON TUTTLE'S ADDITION TO CLEAR LAKE VILLAGE, CERRO GORDO COUNTY, IOWA, AND THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT TWO; THENCE SOUTH 53°00'26" WEST, ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 52.13 FEET; THENCE SOUTH 36°59'34" EAST, A DISTANCE OF 58.93 FEET TO A CORNER OF AN EXISTING BUILDING; THENCE SOUTH 00°23'23" WEST, ALONG THE FACE OF AN EXISTING BUILDING A DISTANCE OF 20.00 FEET; THENCE LEAVING FACE OF EXISTING BUILDING NORTH 89°36'37" WEST, A DISTANCE OF 18.07 FEET; THENCE NORTH 36°55'51" WEST A DISTANCE OF 4.84 FEET; THENCE NORTH 00°23'23" EAST, A DISTANCE OF 4.12 FEET TO THE POINT OF BEGINNING; THENCE NORTH 36°55'51" WEST, A DISTANCE OF 49.38 FEET TO THE POINT OF TERMINATION AND SOUTH RIGHT OF WAY LINE OF 1ST AVENUE NORTH.

UTILITY EASEMENT:

AN 8 FOOT WIDE STRIP PARCEL IN PART OF A VACATED ALLEY IN BLOCK TWENTY-THREE (23) IN ELON TUTTLE'S ADDITION TO CLEAR LAKE VILLAGE, CERRO GORDO COUNTY, IOWA, AND THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT TWO; THENCE SOUTH 53°00'26" WEST, ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 52.13 FEET; THENCE SOUTH 36°59'34" EAST, A DISTANCE OF 58.93 FEET TO A CORNER OF AN EXISTING BUILDING; THENCE SOUTH 00°23'23" WEST, ALONG THE FACE OF AN EXISTING BUILDING, A DISTANCE OF 20.00 FEET; THENCE LEAVING FACE OF EXISTING BUILDING NORTH 89°36'37" WEST, A DISTANCE OF 18.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 25°17'41" EAST, A DISTANCE OF 91.04 FEET TO THE POINT OF TERMINATION.



TITLE REPORT

THE TITLE REPORT ISSUED BY WESTCOR LAND TITLE INSURANCE CO. COMMITMENT NO. PCM-159206-C WITH AN EFFECTIVE DATE OF MARCH 4, 2024 CONTAINS THE FOLLOWING SURVEY RELATED ITEMS:

10. ANY AND ALL MATTERS DISCLOSED ON THE MAP ENTITLED "PLAT OF CLEAR LAKE AND NORTHEAST 1/2 SEC. 13, T96N, R22WE" RECORDED (BOOK) CLEAR LAKE BOOK (PAGE) 1, IN CERRO GORDO COUNTY, IOWA. *[DESCRIBES A PORTION OF THE PARENT PARCEL, PLOTTED HEREON]*

11. ANY AND ALL MATTERS DISCLOSED ON THE MAP ENTITLED "BLOCK 23 & 24 ELON A. TUTTLE'S ADDITION TO CLEAR LAKE VILLAGE" RECORDED (BOOK) CLEAR LAKE BOOK (PAGE) 187, IN CERRO GORDO COUNTY, IOWA. *[BLANKET IN NATURE OVER PARENT PARCEL AND OTHER LAND, NOT PLOTTED]*

12. ANY AND ALL MATTERS DISCLOSED ON THE MAP ENTITLED "PLAT NE1/4 SEC. 13, T96N, R22W" RECORDED (BOOK) CLEAR LAKE BOOK (PAGE) 178, IN CERRO GORDO COUNTY, IOWA. *[DESCRIBES A PORTION OF THE PARENT PARCEL, PLOTTED HEREON]*

13. ANY AND ALL MATTERS DISCLOSED ON THE MAP ENTITLED "ELON TUTTLE ADDITION" DATED JANUARY 7, 1860, AND RECORDED JANUARY 7, 1860 IN (BOOK) A (PAGE) 390, IN CERRO GORDO COUNTY, IOWA. *[DESCRIBES A PORTION OF THE PARENT PARCEL, PLOTTED HEREON]*

14. ANY AND ALL MATTERS DISCLOSED ON THE MAP ENTITLED "SURVEY FOR EARL ASHLAND" DATED APRIL 13, 1969, AND RECORDED APRIL 15, 1969 IN (BOOK) 8 (PAGE) 87, (INSTRUMENT) 2274 IN CERRO GORDO COUNTY, IOWA. *[DESCRIBES A PORTION OF THE ADJOINING PARCEL TO THE SOUTHWEST, PLOTTED HEREON]*

15. ANY AND ALL MATTERS DISCLOSED ON THE MAP ENTITLED "PLAT" DATED APRIL 18, 1969 AND RECORDED APRIL 18, 1969 IN (BOOK) 8 (PAGE) 91, IN CERRO GORDO COUNTY, IOWA. *[LOCATED SOUTHWEST OF PARENT PARCEL, NOT PLOTTED]*

16. ANY AND ALL MATTERS DISCLOSED ON THE MAP ENTITLED "SURVEY FOR CLEAR LAKE BAKERY" DATED SEPTEMBER 23, 1988 AND RECORDED SEPTEMBER 23, 1988 IN (INSTRUMENT) 88 6047 IN CERRO GORDO COUNTY, IOWA. *[LOCATED SOUTHWEST OF PARENT PARCEL, NOT PLOTTED]*

17. ANY AND ALL MATTERS DISCLOSED ON THE MAP ENTITLED "SURVEY FOR CLEAR LAKE BAKERY" DATED OCTOBER 5, 1988 AND RECORDED OCTOBER 5, 1988 IN (INSTRUMENT) 88 6326 IN CERRO GORDO COUNTY, IOWA. *[DESCRIBES A 4' WIDE STRIP OF LAND S.W. OF VACATED ALLEY, PART OF PARENT PARCEL, PLOTTED HEREON]*

18. ANY AND ALL MATTERS DISCLOSED ON THE MAP ENTITLED "PLAT OF SURVEY LOCATED IN BLOCK 23, ELON TUTTLE'S ADD." DATED SEPTEMBER 18, 1998 AND RECORDED OCTOBER 8, 1998 IN (INSTRUMENT) 9810049 IN CERRO GORDO COUNTY, IOWA *[DESCRIBES A 4' WIDE STRIP OF LAND S.W. OF VACATED ALLEY, PART OF PARENT PARCEL, PLOTTED HEREON]*

19. ANY AND ALL MATTERS DISCLOSED ON THE MAP ENTITLED "PLAT OF SURVEY LOCATED IN BLOCK 23, ELONG TUTTLE'S ADD." DATED AUGUST 6, 1999 AND RECORDED OCTOBER 1, 1999 IN (INSTRUMENT) 9909696 IN CERRO GORDO COUNTY, IOWA. *[DESCRIBES A 4' WIDE STRIP OF LAND S.W. OF VACATED ALLEY, PART OF PARENT PARCEL, PLOTTED HEREON]*

20. ELECTRIC LINE EASEMENT BETWEEN CITY OF CLEAR LAKE, AN IOWA MUNICIPAL CORPORATION, AND INTERSTATE POWER AND LIGHT COMPANY, AN IOWA CORPORATION. DATED MARCH 15, 2005 AND RECORDED APRIL 8, 2005 IN (INSTRUMENT) 2005-2933, IN CERRO GORDO COUNTY, IOWA. *[LOCATED ON SURVEYED LAND, PLOTTED HEREON]*

21. TERMS AND CONDITIONS CONTAINED IN AN UNRECORDED WATER TOWER LEASE WITH OPTION BETWEEN CITY OF CLEAR LAKE, IOWA AND CLTEL WIRELESS INC., AN IOWA CORPORATION, DATED OCTOBER 1, 2007.
AFFECTED BY THE TERMS AND CONDITIONS CONTAINED IN AN UNRECORDED FIRST AMENDMENT TO WATER TOWER LEASE WITH OPTION BETWEEN CITY OF CLEAR LAKE, IOWA AND CLTEL WIRELESS INC., AN IOWA CORPORATION, DATED SEPTEMBER 27, 2012.
AFFECTED BY THE TERMS AND CONDITIONS CONTAINED IN AN UNRECORDED LEASE AND CO-LOCATION AGREEMENT BETWEEN CITY OF CLEAR LAKE, IOWA AND CL TEL WIRELESS INC., AN IOWA CORPORATION, DATED APRIL 4, 2018. *[DOCUMENT NOT PROVIDED, NOT PLOTTED]*

22. TERMS AND CONDITIONS OF AN UNRECORDED SUBLEASE, AS EVIDENCED BY A(N) MEMORANDUM OF TOWER LEASE BETWEEN CLEAR LAKE INDEPENDENT TELEPHONE COMPANY, AN IOWA CORPORATION AND IOWA WIRELESS SERVICES, LLC, A DELAWARE LIMITED LIABILITY COMPANY. DATED JANUARY 29, 2018 AND RECORDED MARCH 26, 2018 IN (BOOK) 2018 (PAGE) 1491 (INSTRUMENT) 2018-1491, IN CERRO GORDO COUNTY, IOWA. *[LOCATED ON SURVEYED LAND, PLOTTED HEREON]*

IRON FOUND	ELECTRIC MANHOLE
IRON SET	POWER POLE
P.K. NAIL FOUND	GUY
P.K. NAIL SET	WATER VALVE
GPS MONUMENT	HYDRANT
MONUMENT BOX FOUND	GAS METER
MONUMENT FOUND	GAS MARKER
MONUMENT SET	GAS VALVE
RECORD	TELEPHONE PEDESTAL
MEASURED	SIGN POST
STORM MANHOLE	FENCE LINE
CATCH BASIN	BENCHMARK
SQUARE CATCH BASIN	
SANITARY MANHOLE	
SANITARY CLEAN-OUT	
MONITOR WELL	
TELCO MANHOLE	
LIGHT POLE	
ELECTRIC TRANSFORMER	
ELECTRIC METER	

LEGEND

ALL UTILITIES AS SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS AND AVAILABLE RECORDS. THEY SHOULD NOT BE CONSTRUED TO BE EXACT LOCATION NOR SHOULD IT BE INFERRED THAT THEY ARE THE ONLY UTILITIES IN THE AREA.

811 Know what's below. Call before you dig.

PROJECT INFORMATION:

SITE NUMBER:
IA-1235
SITE NAME:
CLEAR LAKE PD
SITE ADDRESS:
511 1ST AVENUE N.
CLEAR LAKE, IA 50428
(CERRO GORDO COUNTY)

TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
Office: (919) 661-6351
www.tepgroup.net

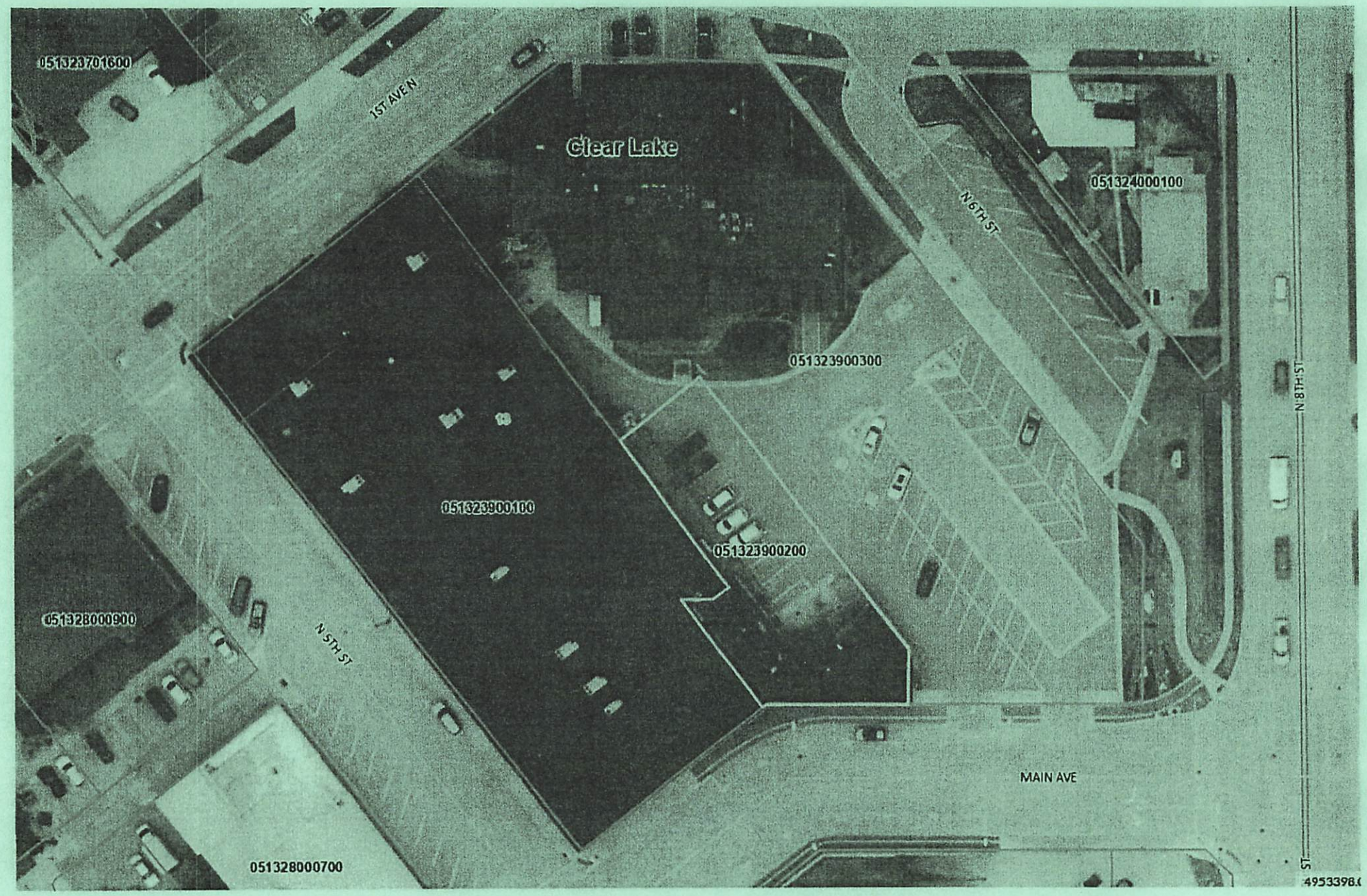
LANDTECH
PROFESSIONAL SURVEYING & ENGINEERING
251.342.3099(p) 877.826.LAND toll free

LANDTECH PROJECT NUMBER: 3432001.2

REV.	DATE	DESCRIPTION	REQ BY	BY
0	04/08/2024	PRELIMINARY DRAWINGS		TJW

SITE SURVEY

SHEET NUMBER	REVISION
2 OF 2	0


051323701600
1ST AVE N
Clear Lake
051324000100
N 6TH ST
051323900300
N 8TH ST
051323900100
051323900200
051328000900
N 5TH ST
MAIN AVE
051328000700

City of Clear Lake
Bid Summary for
FY 2026-2027 Mechanical Sweeper

The City of Clear Lake requested bids for a new 2026-27 truck mounted mechanical street sweeper. We received bids from two vendors through Sourcewell. Sourcewell provides equipment prices at a national government bid price. The bid summaries are below:

2026-2027 Mechanical Sweeper

MacQueen Equipment – St. Paul, MN

Elgin Broom Bear w/ Freightliner M2 Chassis
- Non-CDL Rated

Sourcewell Contract# 062425-ELG Price:	$394,052.15
Trade In: 2012 Elgin Pelican	-$15,000.00
Total Price:	**$379,052.15**

Elliot Equipment Co. - Grimes, IA

Schwarze M5 Torrent w/ International MV Chassis
- Non-CDL Rated

Sourcewell Contract# 062425-SWZ Price:	$376,720.00
Trade In: 2012 Elgin Pelican	-$25,000.00
Total Price:	**$351,720.00**

After review of the bids, we recommend that the City accept the bid from Elliot Equipment for the Schwarze M5 Torrent in the amount of $351,720.00 after trade allowance. This will come in under budget. The City had $450,000 budgeted for this equipment purchase based cost projections from the manufacturers.

Jeremy Korenberg - Public Works Director

City of Clear Lake
Fiscal Year 2026-2027
Capital Equipment & Improvements

Department: Public Works – Motorized Equip.	Account #: 110-210-6401
Project Name: Mechanical Sweeper	Total Cost: $450,000

Description:
- New Mechanical Sweeper
  - Chassis mounted for versatility

Need, Justification, Benefit:
- Replace 2012 Elgin Pelican
  - Costly repairs (~15K this year)
  - Becoming unreliable - Numerous breakdowns over the past 2-3 years
  - New chassis machine would be more efficient, versatile and cost effective

Consequences of Delaying this Project:
- Continued expensive repairs
- Long downtimes

Impact on Operating Budget:
- Increasingly high costs of repairs and maintenance

Project Costs:	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	Total
Planning							
Construction							
Equipment		$450,000					$450,000
Other							
Total Costs							$450,000

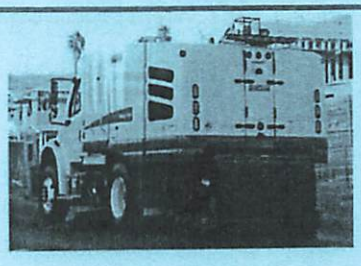
Funding Sources:

Comments:

MACQUEEN™ MINNESOTA WISCONSIN IOWA NEBRASKA MICHIGAN OHIO

ELGIN

September 10th, 2026



City of Clear Lake

Per your request, a proposal has been generated based off the Sourcewell Contract #: 062425-ELG Bid for an Elgin Broom Bear Sweeper with the enhancements that your department has deemed necessary. As you know the City of Clear Lake is a member of Sourcewell, account number # 151907. Sourcewell provides equipment prices at a nationally bid price that will meet/satisfy your purchasing process. Included below is a proposal for (1) One New Elgin Broom Bear Street Sweeper per the Sourcewell Contract.

- **111+ Years of Sweeper Manufacturing Experience** – Elgin has manufactured street sweepers since **1914**, providing more than a century of experience focused specifically on municipal street sweeping equipment.
- **65 Years of Local Elgin Support** – MacQueen Equipment has sold and supported Elgin sweepers since **1961**, giving Clear Lake an established dealer with decades of experience providing Elgin parts, service, training, and technical support.
- **Demonstrated Performance Before Purchase** – Clear Lake's staff had the opportunity to operate and evaluate the Broom Bear under actual sweeping conditions. During the demonstration, the machine successfully performed the sweeping tasks required by the Street Department
- **Met the Requirements Identified by City Staff** – During the evaluation, the Broom Bear **met the wants and needs identified by Clear Lake's operators, mechanics, and Street Department**, allowing the City to base its decision on firsthand operation and evaluation rather than specifications alone.
- **Value Beyond Initial Purchase Price** – The evaluation confirmed that it **performed the required work and met the needs of the employees who will operate and maintain it**. Combined with Elgin's 111+ years of sweeper manufacturing and MacQueen's 65 years of Elgin support, the Broom Bear provides measurable factors for the City to consider beyond initial purchase price.

Description	**Sourcewell Pricing**
Elgin Broom Bear Sourcewell Pricing- *Including the Following:*	$262,845.00

Description	**Qty**
Base- Elgin Broom Bear w/ Freightliner M2 White Chassis Sweeper Body Painted White	1
Variable Height	1
Right Side Dumping	1
4.5 cu. Yd. hopper	1
Dual Drive	1
Hydraulically Driven	1
Trailing Arm Side Broom	1
Hopper Full Indicator	1
Hydraulic Sidebroom with Hydraulic Mainbroom Suspensions	1
Single Rear/Single Hopper Beacon w/ Limb Guard	1
Rear Low Mouned Oval Amber LED Flashers	1
Left Hand Side Camera	1
Left Hand Sidebroom Tilt w/ Indicator	1

Right Hand Sidebroom Tilt w/ Indicator	1
Variable Speed Conveyor	1
Hopper up constane alarm	1
Heavy Duty Roller	1
Chevron Belt Conveyor, Variable Height, Side Shifting Right Side Dump Hopper	1

VARIABLE SPEED CONVEYOR & IN CAB VARIABLE SPEED & REVERSE CONTROL SIDEBROOMS

Air Purge for Water System	1
12" Convex Mirrors	1
Full Width Front Spray Bar	1
Cab Standard White	1
Freight from Elgin to MacQueen Ankeny	1
Sourcewell Material Surcharge	$5,000.00

Required Dealer Services Added Not Included in Contract Pricing:

Freightliner M2 Chassis	$129,750.00
Washdown for Conveyor	$1,555.00
Machine Pre-Delivery Inspection:	$1,537.50
Delivery to Clear Lake from MacQueen Equipment:	$500.00
Training On-Site:	$750.00

COMBINED Price: $401,937.50

-MINUS Sourcewell Member Discount: -$7,885.35

NET SOURCEWELL PURCHASE PRICE: $394,052.15 Without Trade

2012 Elgin Pelican Trade in option deduct: $379,052.15 trade difference

Price Includes: Delivery and on-site training.
Availability: May 2027 dependent upon parts availability. Subject to change.
Warranty: 1 Year Parts & Labor Elgin Warranty, 2 Year/2,000 Hour Cummins Engine Warranty
Terms of Sale: Proposed prices are based on current costs and therefore subject to change with written notice to account for changes beyond seller's control.
Payment Terms: Net Due 30 Days After Delivery.
Quotation Expires: 30 Days from date of proposal.

If you should have any questions about this proposal, pricing, or equipment please feel free to give me a call.

Thank you.

Thank you,

Ben Ballhorn
Sales Representative
MacQueen

MACQUEEN™ MINNESOTA WISCONSIN IOWA NEBRASKA MICHIGAN OHIO

City of Clear Lake

September 14, 2026

Below is the additional price for an extended warranty from Elgin for an Elgin Broom Bear at Sourcwell pricing. This does not include the chassis extended warranty, this is for the body from Elgin:

0	EW-ME-NA-2PL	BROOM BEAR 2ND YEAR PARTS/LABOR	$3,510
0	EW-ME-NA-3PL	BROOM BEAR 3RD YEAR PARTS/LABOR	$6,640
0	EW-ME-NA-4PL	BROOM BEAR 4TH YEAR PART/LABOR	$9,455
0	EW-ME-NA-5PL	BROOM BEAR 5TH YEAR PARTS/LABOR	$12,020

Please review the additional cost of the warranty and let me know what option you'd like to add.

Thank you,

Ben Ballhorn

Sales Representative
MacQueen

Quote

3100 West 76th Street
Davenport, IA 52806
Ph: 563-391-4840

Elliott Sanitation Equip. Co.
1245 Dawes Avenue
Lincoln, NE 68521
Ph: 402-474-4840

4000 SE Beisser Drive
Grimes, IA 50111
Ph: 515-986-4840
Fx: 515-986-9530

14219 Norby Road
Grandview, MO 64030
Ph: 816-761-4840

4400 E 60th Ave
Commerce City, CO 80022
Ph: 303-853-4840

Date	Quote #
9/9/2026	25646
Proposed Shipping Date	
Terms	
Due on receipt	
Rep	
MCB	

City of Clear Lake
PO Box 185
Clear Lake, IA 50428-0185

Here is our quotation on the goods named, subject to the conditions noted:

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Typographical and stenographic errors subject to correction. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production. Quoted Prices are good for 60 days.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.

TERMS: Equipment is due on receipt. Carts, Containers, Parts & service are Net 30 unless otherwise noted on your account. Balances over 30 days from the date of invoice are subject to finance charges up to 1.5% per month.

Qty	Item	Description	Price	Total
1	M5TorrentSE	SOURCEWELL CONTRACT: 062425-SWZ Schwarze Model M5 Torrent Single Engine Non-CDL Series unit with all standard equipment Sourcewell Discount Belt Conveyor Main broom, tube standard Dual gutter broom with power tilt standard Single Camera System, Rear View Water fill strainer Hopper, Stainless Steel ~LIFETIME WARRANTY~ Hopper Load Weight Alarm & Indicator Hopper Dump Assist Shaker Dual Strobe, with Guard LED Paint: Standard Decal Kit 26' IHC MV DUAL STEERING CARB COMPLIANT Non-CDL Chassis Standard Sweeper Warranty 1 Year or 1200 hours	376,720.00	376,720.00
	Trade-In	Customer Trade In Discount 2012 Elgin Pelican with Approx. 4,435 Hours Serial # NP2480D Date of Mfr. 02/2012	-25,000.00	-25,000.00
		Customers Exempt From Sales Tax	0.00%	0.00
		Total		$351,720.00

TO CONFIRM ORDER, SIGN AND RETURN

X_____

Schwarze M5SE Torrent Response:

1. **Belt Type Conveyor Supplied with 13 Cleats**
2. **Dual Rear LED Amber Strobes with Limb Guards Supplied**
3. **Auto Lubrication System supplied for both the sweeper body and the chassis**
4. **Hopper Dump Assist Shaker/Vibrator Supplied**
5. **Gutter Brooms Supplied with Dual Remote Power Tile on both Gutter Brooms**
6. **In-Cab Variable Speed Controls Supplied on both Gutter Brooms, Conveyor and Main Broom**
7. **Stainless Steel Hopper Supplied with LIFETIME WARRANTY Against Rust and Perforation**
8. **Water Fill Strainer Supplied to Filter Water Prior to Tank**
9. **Rear Vision Camera System Supplied with In-Cab LCD Monitor**
10. **International MV Dual Steering Chassis with 300HP Cummins L9 and Allison 3500 RDS Transmission with 144 Wheelbase and 25,999 Non-CDL GVWR Supplied**
11. **Chelsea Oil Bathed PTO Provided to Power Sweeper from Transmission PTO**
12. **Schwarze 6 Sense Controls with Touch Screen and Palm Pad Provided for Simple Sweeper Operation**
13. **12" Diameter Fender Mounted Parabolic Mirrors Supplied**
14. **Delivery 120-180 Days After Receipt of Order**

WARRANTIES:

1. **Standard 1 Year/1200 Hour Sweeper Body Warranty**
2. **LIFETIME Warranty Against Rust and Perforation on Sweeper Stainless Steel Debris Hopper**
3. **5 Year/6000 Hour Warranty on Sweeper Hydraulic Pump and O-Ring Face Seal Fittings ***
4. **2 Year/2400 Hour Warranty on Sweeper Gutter Brooms, Conveyor and Main Broom Torque Motors***
5. **2 Year/2400 Hour Warranty on Sweeper Hydraulic Solenoids**
6. **24 Month/Unlimited Miles Towing for Chassis Failures**
7. **Basic Chassis Warranty – 2 Years/Unlimited Distance**
8. **Chassis Drive Chain Warranty – 2 Years/Unlimited Distance**
9. **Chassis Cab Structure Warranty – 60 Months/Unlimited Distance**

***Requires Yearly Inspection by Selling Dealer**

RFP for NEW 2026-27 TRUCK MOUNTED STREET SWEEPER

The City of Clear Lake, Iowa is accepting bids for a new mechanical truck mounted street sweeper. This will be a Schwarze M5 or Elgin Broom Bear. This unit will be a non-CDL chassis. Unit will use current 2026 Emissions.

- Unit will have a belt conveyor system
- Sweeper will have 2 strobe lights rear and a beacon on roof of truck.
- Unit needs to be equipped with auto grease system
- Unit will have cab mounted controls for a vibrator mounted in hopper
- Cab mounted controls for Right side (curb side) power angle on broom
- Cab mounted controls for Veraval speed control on side brooms

Please list any additional warranties available on separate paper.

Estimated deliver date needs to be listed.

The City will be trading a 2014 Elgin Pelican, S/N NP 2480 D. The last meter reading before dash quit working in Dec 2025 was 4,435 hours. Unit can be inspected at Clear Lake Public Works Building. City has the right to refuse any or all bids. The City reserves the right to sell Elgin Pelican outright before new sweeper arrives.

Unit will be run thru Sourcewell ID # 151907

The City of Clear Lake, Iowa will entertain bids on demo machine with low hours and NEW warranty. Unit must meet all specifications of the RFP.

Bids will be due back at Clear Lake Public Works by 3:00 pm September, 2026. They can be dropped off or also be e-mailed to clpwshop@cltel.net

Any question please contact Rod Haag at 641-355-4363.

Subject: Fw: Clear Lake Sweeper Bid
From: Michael Bills <mikeb@elliottequipco.com>
Date: 9/14/2026, 9:14 AM
To: Rod Haag - City of Clear lake <clpwshop@cltel.net>

Rod
Lead times are currently 120-180 after receiving order.

Thank you

Mike Bills
Elliott Equipment Company
Iowa / Nebraska Sales
Cell: 515.380.0548
Office: 515.986.4840
mikeb@elliottequipco.com

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Follow us on Twitter

View Current Inventory on our Website

Logo

Description automatically generated

From: Michael Bills <mikeb@elliottequipco.com>
Sent: Monday, September 14, 2026 8:54 AM
To: Rod Haag - City of Clear lake <clpwshop@cltel.net>
Subject: Clear Lake Sweeper Bid

Rod,
Please see attached. I know we dropped off a physical copy but wanted you to have this as well.

Thank you for the opportunity to provide a demo and pricing on this unit.

Please let me know if you have any questions.

Thank you!

Mike Bills
Elliott Equipment Company
Iowa / Nebraska Sales
Cell: 515.380.0548
Office: 515.986.4840
mikeb@elliottequipco.com

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Follow us on Twitter

View Current Inventory on our Website

IMG_0243.jpeg

Clear Lake M5SE EBS September 2026
XLSX - 80 KB

Edit in Excel

	A	B	C	D	E	F	G	H	I	J	L
153											
154											
155											
156							Subtotal Special Options		$	-	
157		SWEEPER EXTENDED WARRANTIES									
158	1	STANDARD- 1 Year or 1200 hours						STD	$	-	
159		SILVER- 2 Years or 2400 Hours						SILVER	$	2,420.00	
160		GOLD- 3 Years or 3600 Hours						GOLD	$	6,000.00	
161		PLATINUM- 4 Years or 4800 Hours						PLATINUM	$	8,420.00	
162		DIAMOND- 5 Years or 6000 Hours						DIAMOND	$	10,615.00	
163		CHASSIS EXTENDED WARRANTIES									
164											
165											
166											
167											
168							Subtotal Extended Warranties		$	-	

Sheet1

Attachments:

Clear Lake 2026 RFP FOR STREET SWEEPER.docx	18.4 KB
Elliott Equipment Company Schwarze M5 9-9-26.pdf	139 KB
IMG_0243.jpeg	686 KB

"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

Honorable Mayor and Council,

On May 15, 2026 a hail storm came through town. As a result of the storm, the city had damage to multiple roofs on city buildings. The city's insurance adjuster viewed the damage during the week of June 22nd. On September 3, 2026 the city received the initial statement of loss from our insurance company. In the loss assessment, it identified 8 city buildings with roof damage. After reviewing the loss assessment, the city solicited quotes for replacing the roofs. Quotes were received from 4 contractors for replacing the roofs.

Summarized Quotes (Includes all 8 locations)

Larec Roofing	$58,438.23
Young Construction	$58,500.01
Lake Roofing	$66,956.00
Mason City Roofing	$68,893.00

All contractors bid a Class 3 asphalt shingle with Larec, Lake, and Young Construction bidding an Owens Corning Tru Definition shingle and Mason City Roofing bid a GAF brand shingle.

After reviewing all quotes, it is recommended to move forward with the lowest quote from Larec Roofing in the amount of $58,438.23 for the 8 roofs. Work is to be completed yet this fall.

Sincerely,

Jacob Widman

Director of Finance & Admin. Services

Hail Storm Damage 5/15/26 - Roof Replacement Summary
City of Clear Lake
9/17/2026

Location Description	Address	Larec Roofing	Young Construction	Lake Roofing	Mason City Roofing	Insurance Estimate
Armor Pugh Shelter	2 Park Ln	$ 3,876.11	$ 5,406.75	$ 4,549.00	$ 3,896.00	$ 4,788.64
Tourist Park Shelter	1500 S Shore Dr	$ 4,168.93	$ 5,630.33	$ 5,764.00	$ 5,844.00	$ 5,926.54
Ice Skating Warming Shelter	215 2nd Ave N	$ 1,438.62	$ 3,080.14	$ 2,104.00	$ 1,528.00	$ 1,679.49
Parks Garage	510 1st Ave N	$ 5,810.92	$ 6,211.04	$ 7,452.00	$ 7,495.00	$ 8,148.95
Police Storage Garage	510 1st Ave N	$ 7,812.96	$ 8,024.29	$ 8,464.00	$ 7,552.00	$ 9,238.72
Historical Society House	800 1st Ave S	$ 12,854.33	$ 13,132.07	$ 12,356.00	$ 15,338.00	$ 14,046.56
Fire Museum	112 N 6th St	$ 11,593.40	$ 12,823.45	$ 11,773.00	$ 14,462.00	$ 15,398.91
Golf Course Clubhouse	2000 N Shore Dr	$ 12,075.37	$ 12,349.90	$ 14,494.00	$ 12,778.00	$ 15,597.01
	Multi-Building Discount	$ (1,192.41)	$ (8,157.96)	$ -	$ -	$ -
	Total	$ 58,438.23	$ 58,500.01	$ 66,956.00	$ 68,893.00	$ 74,824.82

Outlook

LAREC ROOFING/ 6 of 8 Locations

From Nathaniel Dodge <reply@mail.acculynx.com>
Date Wed 9/9/2026 11:06 AM
To Jim Jackson <jjackson@cityofclearlake.org>

8 attachments (20 MB)
Golf Course Clubhouse.pdf; 10013984-TruDefinition®-Duration®-Designer-Data-Sheet.pdf; Police Storage.pdf; Tourist Park Shelter.pdf; Parks Workshop.pdf; Armor Pugh Shelter.pdf; Warming Shed.pdf; 10024200-TruDefinition-Duration-Data-Sheet---SUM-BRK-MED-MIN.pdf;

Larec Roofing & construction LLC
115 7th St SE
Mason City , IA 50401

Jim,

I'm attaching our proposal for the roof replacement work at the eight City of Clear Lake locations. I will also be including a separate attachment for each individual building with the specific project and pricing information. 6 of the 8 locations with this email and the other 2 on separate emails.

Here is the breakdown of the proposed work:

- **Parks Workshop** – 510 1st Ave N — **$5,810.92**
- **Tourist Park Shelter** – 1500 S Shore Dr — **$4,168.93**
- **Historical Society House** – 800 1st Ave S — **$12,854.33**
- **Ice Skate Warming Shed** – 215 2nd Ave N — **$1,438.62**
- **Fire Museum** – 112 N 6th St — **$11,593.40**
- **Armor Pugh Shelter** – 2 Park Ln — **$3,876.11**
- **Golf Course Clubhouse** – 2000 N Shore Dr — **$12,075.37**
- **Police Storage Garage** – 510 1st Ave N — **$7,812.96**

Total Project Cost: $59,620.64
If LAREC is selected to complete the roof replacement work at all eight locations, we are offering the City a **2% multi-location discount of $1,192.41**, bringing the total project cost to:

$58,428.23

In addition to the applicable manufacturers' warranties on the roofing materials, **LAREC provides a 10-year workmanship warranty** on our roofing installation. This provides the City with additional protection for the quality of our installation beyond the manufacturers' product warranties.

We believe completing all eight locations as one project provides the City with excellent value while allowing us to efficiently coordinate scheduling, materials, and installation across all of the facilities.

We appreciate the opportunity to put this proposal together and would be excited to work with the City of Clear Lake on these projects. Please let me know if you have any questions or if there is anything else you need from me.
Thank you, Jim. I appreciate the opportunity.

Thank You
Nathaniel Dodge
LAREC Roofing
641-425-5892

Reply directly to this email to respond.

www.larecroofing.com
larecroofing@gmail.com
(641)4304957

Thread (Internal Use Only)

Outlook

Roof Estimates

From Jamie Hamilton-Howell <jamie@youngconstruction.com>
Date Wed 9/16/2026 7:14 AM
To Jim Jackson <jjackson@cityofclearlake.org>

8 attachments (867 KB)
parks_workshop.pdf; police_storage_garage.pdf; armor_pugh_shelter.pdf; fire_museum.pdf; golf_course_clubhouse.pdf; historical_society_house.pdf; ice_skate_warming_shed.pdf; tourist_park_shelter.pdf;

Hello!

Here are the estimates for all 8 buildings. I have them attached to this email.

2 Park Lane- $5,406.75
112 North- $12,823.45
215 2nd- $3,080.14
2000 North Shore- $12,349.90
1500 South Shore- $5,630.33
800 1st- $13,132.07
510 1st- $8,024.29 Police garage
510 1st- $6,211.04 Parks workshop

Total is $66,657.97

If they decide to do all 8 buildings we can do $58,500 for everything so that would be a discount of $8,157.96.

Please let me know if you have any questions.

Thank you,

Jamie Hamilton-Howell



IA#: C120008 MN#: BC723271 FL# CCC1336430
Find us on:

LAKE
ROOFING & SIDING
PO Box 466
Clear Lake, IA 50428
641-231-1498

Quote

Submitted on 9-9-2026

Quote for
City of Clear Lake
Clear Lake, IA 50427

Quoted by:
Tyler Mensink

Quote #
504282026-1

Project
Roof Replacement

Scope of work
Full roof replacement on eight buildings for the City of Clear Lake. Each building is priced seperately and can award individually or a discount if all eight are awarded together.

Shingled Roof Replacement to Include
- Architectural lifetime manufacturer warranty asphalt shingle (Figured as Owens Corning Tru Definition Class 3 Architectural Asphalt Shingles)
- Ice and water barrier at eaves valleys
- Synthetic underlayment
- Ridge cap at hips and peaks
- Roof venting
- New drip edge
- All necessary flashing, fasteners and sealants
- Disposal of existing shingles and removal

The eight locations with addresses and squares figured (quantities are what is required to actually install and not exact measurements):
- Fire Museum 112 N 6th St (23.66 SQ)
- Historical Society 800 1st Ave S (24 SQ)
- Police Garage 510 1st Ave N (16.66 SQ)
- Armor Pugh Shelter 2 Park Ln (9 SQ)
- Ice House 1205 2nd Ave N (3.66 SQ)
- Parks Workshop 510 1st Ave N (15 SQ)
- Golf Course 2000 N Shore Dr (30 SQ)
- Tourist Park Shelter 1500 S Shore Dr (11.66 SQ)

NOTE: If all eight buildings are awarded under one package deduct $3,000 from total.

Description	Qty	Unit price	Total price
Fire Museum 112 N 6th St (23.66 SQ)	1	LSUM	$11,773.00
Historical Society 800 1st Ave S (24 SQ)	1	LSUM	$12,356.00
Police Garage 510 1st Ave N (16.66 SQ)	1	LSUM	$8,464.00
Armor Pugh Shelter 2 Park Ln (9 SQ)	1	LSUM	$4,549.00
Ice House 1205 2nd Ave N (3.66 SQ)	1	LSUM	$2,104.00
Parks Workshop 510 1st Ave N (15 SQ)	1	LSUM	$7,452.00
Golf Course 2000 N Shore Dr (30 SQ)	1	LSUM	$14,494.00
Tourist Park Shelter 1500 S Shore Dr (11.66 SQ)	1	LSUM	$5,764.00

Notes: 1 year installation warranty included

Unforeseen Damaged Plywood Excluded $95/Sheet L&M

This project is acknowelded as tax exempt and would require tax exempt certificates before purchasing material

Subtotal **$66,956.00**

$66,956.00

COMMERCIAL RESIDENTIAL INDUSTRIAL

MASON CITY ROOFING

423-6023

"SINCE 1933" 1-800-373-3393

ROOFING • SIDING • WINDOWS • GUTTERS

609 South Adams Avenue, Mason City, Iowa 50401-5025
masoncityroofinginc@hotmail.com
www.masoncityroofing.com

September 7, 2026

Parks & Recreations
1419 2nd Ave South 357-7010
Clear Lake, IA 50428-2323

Job Site: Parks Workshop
510 1st Ave North
Clear Lake, IA 50428

Attention: Jim Jackson > 231-6988 / jjackson@cityofclearlake.org

Subject: Reroof > Workshop > 1,380 SF w/ Waste / Walk > 6/12 / Two Stories

A > GAF Life-Time Timberline HDZ > Class 3 > Shingles (Six (6) Nails Each Shingle) Layer Lock Technology
B > GAF Felt Buster Underlayment > (Plastic Cap Nails) > Timberline Series Has the Widest Nailing Area
C > GAF Weather-Watch Ice & Water Shield > Drip Edge
D > GAF WEATHERBLOCKER Starter Strip > Eaves & Rakes / Algae-Plus Protection < 25 Years Warranty
E > GAF TimberTex ASII < Hip & Ridge / Timberline Series Shingles Has No Wind Speed Limitation<<<<<<<<<<<<<<<<<<<
F > Wide Face Drip Edge Metal Detail

We propose to tear off **one (1) shingle roof down to the OSB Plywood Deck, inspect and replace bad at $1.70 per sq. ft.** plywood**, @4.75 per linear ft. one by lumber, if needed.** Re-roof with **GAF Lifetime Timberline HDZ Series Shingles with accessories** stated above. Strict enforcement of **"Safety Protocol"** as set by IOSH. **Price includes clean-up, trash disposal, magnet grounds,** materials, **labor,** and taxes. **(Permit is Excempt)**

www.gaf.com

Ventilation

Intake > You have soffit intake; Make sure you have air chutes between rafters to allow fresh air from soffit over insulation into attic space. Note: R value of **insulation** in your attic should be R-52, to be efficient.

Exhaust > You have three (3) RV-50's static vents and Ridgevent, you cannot mix system, as is it has "Short Circuit" your ventilation, we will insert plywood plugs and install only GAF Cobra Ridgevent to the proper vent area.

Base Bid: $7,495.00 (Seven Thousand Four Hundred Ninety-Five Dollars**) **50% Down**

Silver Pledge Warranty > Lifetime, Backed by GAF
Fifty (50) Years > Non-Prorated / Total System Warranty
GAF Master-Elite Contractor # ME09492
"With Ventilation" / Transferable

If you have any questions, **please call or best yet stop by the office & showroom to show you all the samples are across the street rear entrance, or the front (Westside) is 207 6th Street SW.** We have coffee, tea, and cocoa **on Demand.** < OORAH!!

HDZ Color >_____/ Drip Edge Metal Color > White

Upgrade to **Class** IV Impact **Shingles Add > $350.00 To Base Bid > Initials > Yes >**_____ No >_____

UHDZ w/ Ultra Mat & Double Shadow >_____

Miscellaneous >_____

Semper Fi!!

Derrick R. Martinez / Superintendent Minon Martinez / Accounts Ernie L. Martinez / Project Manager

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Please be advised that there may be "unjust enrichment" which will be added to the contract and will be documented. To maintain manufacturer and city codes. All agreements are contingent upon strikes, accidents, or delays beyond our control. It is the owners' responsibility to carry fire, tornado, and other necessary insurance. Workmen's Compensation Insurance fully covers our workers

Authorized Signature
Ernie L Martinez

Acceptance of Proposal – This proposal becomes legal and binding contract after 72 hours from date of acceptance. In addition, costs and reasonable attorney's fee for collection may be charged on any account past due over 30 days. Failure to pay can constitute a Mechanics Lien filed against your property. No sums not paid when due will bear 18% simple interest.

Signature_____

Date of Acceptance: _____

Signature_____

Payment due upon completion of each trade or prior arrangements

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www.masoncityroofing.com

September 7, 2026

Parks & Recreations
1419 2nd Ave South 357-7010
Clear Lake, IA 50428-2323

Job Site: Tourist Park Shelter
1500 South Shore Drive
Clear Lake, IA 50428-2721

Attention: Jim Jackson > 231-6988 / jjackson@cityofclearlake.org

Subject: Reroof > Shelter > 1,113 SF w/ Waste / Walk > 6/12 / One Story / Hip Roof

A > GAF Life-Time Timberline HDZ > Class 3 > Shingles **(Six (6) Nails Each Shingle) Layer Lock Technology**
B > GAF Felt **Buster** Underlayment > **(Plastic Cap Nails) > Timberline Series** Has **the** Widest **Nailing** Area
C > GAF Weather-**Watch** Ice & **Water** Shield > **Drip** Edge / Protrusion
D > GAF WEATHERBLOCKER Starter Strip > Eaves & Rakes / Algae-Plus Protection < 25 **Years** Warranty
E > GAF TimberTex **ASII** < Hip **& Ridge / Timberline** Series **Shingles** Has **No** Wind **Speed** Limitation<<<<<<<<<<<<<<<<<<<
F > Wide Face **Drip** Edge **Metal** Detail / Boot Jack

We propose to tear off **one (1) shingle** roof down to the **OSB Plywood Deck, inspect** and **replace** bad at $1.70 per sq. ft. plywood**, @4.75 per linear ft. one by lumber, **if needed.** Re-roof with **GAF Lifetime** Timberline **HDZ Series** Shingles with **accessories** stated above. Strict enforcement of **"Safety Protocol"** as set by IOSH. **Price** includes **clean-up, trash disposal,** magnet **grounds,** materials, **labor,** and taxes. **(Permit** is **Excempt)**

www.gaf.com

Ventilation

Intake > Not Heated **(OPEN)**

Exhaust > Not Heated **(OPEN)**

Base Bid: $5,844.00 (Five Thousand Eight Hundred Forty-Four Dollars**) **50% Down**

Silver Pledge Warranty > Lifetime, Backed by GAF
Fifty (50) Years > Non-Prorated / Total System Warranty
GAF Master-Elite Contractor # ME09492
"With Ventilation" / Transferable

If you have any questions, **please call** or **best** yet **stop** by the office & showroom to show you all the samples are across the street rear entrance, or the **front (Westside) is 207 6th Street SW.** We have coffee, tea, and cocoa **on Demand.** < OORAH!!

HDZ Color >_____/ Drip Edge Metal Color > Brown

Upgrade to **Class** IV Impact **Shingles** Add > **$300.00 To** Base **Bid** > Initials > **Yes >**_____ No >_____

UHDZ w/ Ultra Mat & Double Shadow >_____

Miscellaneous >_____

Semper Fi!!!

Derrick R. Martinez / Superintendent Minon Martinez / Accounts Ernie L. Martinez / Project Manager

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Please be advised that there may be "unjust enrichment" which will be added to the contract and will be documented. To maintain manufacturer and city codes. All agreements are contingent upon strikes, accidents, or delays beyond our control. It is the owners' responsibility to carry fire, tornado, and other necessary insurance. Workmen's Compensation Insurance fully covers our workers.	**Authorized Signature** Ernie L. Martinez
Acceptance of Proposal -- This proposal becomes legal and binding contract after 72 hours from date of acceptance. In addition, costs and reasonable attorney's fee for collection may be charged on any account past due over 30 days. Failure to pay can constitute a Mechanics Lien filed against your property. No sums not paid when due will bear 18% simple interest.	**Signature**_____
Date of Acceptance: _____	**Signature**_____

Payment due upon completion of each trade or prior arrangements

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www.masoncityroofing.com

September 7, 2026

Parks & Recreations
1419 2nd Ave South 357-7010
Clear Lake, IA 50428-2323

Job Site: Ice Skate Warming Shed
215 2nd Ave. North
Clear Lake, IA 50428-2721

Attention: Jim Jackson > 231-6988 / jjackson@cityofclearlake.org

Subject: Reroof > Warming Shed> 314 SF w/ Waste / Walk > 6/12 / One Story

A > GAF Life-Time Timberline HDZ > Class 3 > Shingles (Six (6) Nails Each Shingle) Layer Lock Technology
B > GAF Felt Buster Underlayment > (Plastic Cap Nails) > Timberline Series Has the Widest Nailing Area
C > GAF Weather-Watch Ice & Water Shield > Drip Edge / Protrusion
D > GAF WEATHERBLOCKER Starter Strip > Eaves & Rakes / Algae-Plus Protection < 25 Years Warranty
E > GAF TimberTex ASII < Hip & Ridge / Timberline Series Shingles Has No Wind Speed Limitation<<<<<<<<<<<<<<<<<<<
F > Wide Face Drip Edge Metal Detail

We propose to tear off **one (1) shingle** roof down to the **OSB Plywood Deck, inspect and replace** bad at $1.70 per sq. ft. plywood**, @4.75 per linear ft. one by lumber, **if needed.** Re-roof with **GAF Lifetime Timberline HDZ Series Shingles** with **accessories** stated above. Strict enforcement of **"Safety Protocol"** as set by IOSH. **Price includes clean-up, trash disposal, magnet grounds,** materials, **labor,** and taxes. **(Permit is Excempt)**

www.gaf.com

Ventilation

Intake > None

Exhaust > No Intake

Base Bid: $1,528.00 (One Thousand Twenty-Eight Dollars**) **50% Down**

Silver Pledge Warranty > Lifetime, Backed by GAF
Fifty (50) Years > Non-Prorated / Total System Warranty
GAF Master-Elite Contractor # ME09492
"With Ventilation" / Transferable

If you have any questions, **please call or best yet stop** by the office & showroom to show you all the samples are across the street rear entrance, or the **front (Westside) is 207 6th Street SW.** We have coffee, tea, and cocoa **on Demand.** < OORAH!!

HDZ Color >_____/ Drip Edge Metal Color > White

Upgrade to **Class** IV Impact **Shingles** Add > **$75.00 To** Base **Bid > Initials > Yes >**_____ No >_____

UHDZ w/ Ultra Mat & Double Shadow >_____

Miscellaneous >_____

Semper Fi!!!

Derrick R. Martinez / Superintendent Minon Martinez / Accounts Ernie L. Martinez / Project Manager

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Please be advised that there may be "unjust enrichment" which will be added to the contract and will be documented. To maintain manufacturer and city codes. All agreements are contingent upon strikes, accidents, or delays beyond our control. It is the owners' responsibility to carry fire, tornado, and other necessary insurance. Workmen's Compensation Insurance fully covers our workers.	**Authorized Signature** Ernie L. Martinez
Acceptance of Proposal -- This proposal becomes legal and binding contract after 72 hours from date of acceptance. In addition, costs and reasonable attorney's fee for collection may be charged on any account past due over 30 days. Failure to pay can constitute a Mechanics Lien filed against your property. No sums not paid when due will bear 18% simple interest. **Date of Acceptance:** _____	**Signature**_____ **Signature**_____

Payment due upon completion of each trade or prior arrangements

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www.masoncityroofing.com

September 7, 2026

Parks & Recreations
1419 2nd Ave South 357-7010
Clear Lake, IA 50428-2323

Job Site: Armor Pugh Shelter
2 Park Lane
Clear Lake, IA 50428

Attention: Jim Jackson > 231-6988 / jjackson@cityofclearlake.org

Subject: Reroof > Shelter > 807 SF w/ Waste / Walk > 6/12 / One Story

A > GAF Life-Time Timberline HDZ > Class 3 > Shingles (Six (6) Nails Each Shingle) Layer Lock Technology
B > GAF Felt Buster Underlayment > (Plastic Cap Nails) > Timberline Series Has the Widest Nailing Area
C > GAF Weather-Watch Ice & Water Shield > Drip Edge / Protrusion
D > GAF WEATHERBLOCKER Starter Strip > Eaves & Rakes / Algae-Plus Protection < 25 Years Warranty
E > GAF TimberTex ASII < Hip & Ridge / Timberline Series Shingles Has No Wind Speed Limitation<<<<<<<<<<<<<<<<<<
F > Wide Face Drip Edge Metal Detail / Boot Jack / Split Boot

We propose to tear off **one (1) shingle** roof down to the **OSB Plywood Deck, inspect** and **replace** bad at $1.70 per sq. ft. plywood**, @4.75 per linear ft. one by lumber, **if needed.** Re-roof with **GAF Lifetime** Timberline **HDZ Series** Shingles with **accessories** stated above. Strict enforcement of **"Safety Protocol"** as set by !OSH. **Price includes clean-up,** trash **disposal,** magnet **grounds,** materials, **labor,** and taxes. **(Permit is Excempt)**

www.gaf.com

Ventilation

Intake > None

Exhaust > No Intake

Base Bid: $3,896.00 (Three Thousand Eight Hundred Ninety-Six Dollars**) **50% Down**

Silver Pledge Warranty > Lifetime, Backed by GAF
Fifty (50) Years > Non-Prorated / Total System Warranty
GAF Master-Elite Contractor # ME09492
"With Ventilation" / Transferable

If you have any questions, **please call** or **best yet stop** by the office & showroom to show you all the samples are across the street rear entrance, or the **front (Westside) is 207 6th Street SW.** We have coffee, tea, and cocoa **on Demand.** < OORAH!!

HDZ Color >_____/ Drip Edge Metal Color > Brown

Upgrade to **Class** IV Impact **Shingles** Add > **$200.00 To** Base **Bid** > Initials > **Yes >**_____ **No >**_____

UHDZ w/ Ultra Mat & Double Shadow >_____

Miscellaneous >_____

Semper Fi!!!

Derrick R. Martinez / Superintendent Minon Martinez / Accounts Ernie L. Martinez / Project Manager

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Please be advised that there may be "unjust enrichment" which will be added to the contract and will be documented. To maintain manufacturer and city codes. All agreements are contingent upon strikes, accidents, or delays beyond our control. It is the owners' responsibility to carry fire, tornado, and other necessary insurance. Workmen's Compensation Insurance fully covers our workers	**Authorized Signature** Ernie L. Martinez
Acceptance of Proposal -- This proposal becomes legal and binding contract after 72 hours from date of acceptance. In addition, costs and reasonable attorney's fee for collection may be charged on any account past due over 30 days. Failure to pay can constitute a Mechanics Lien filed against your property. No sums not paid when due will bear 18% simple interest	**Signature**_____
Date of Acceptance: _____	**Signature**_____

Payment due upon completion of each trade or prior arrangements

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www.masoncityroofing.com

September 7, 2026

Parks & Recreations
1419 2nd Ave South 357-7010
Clear Lake, IA 50428-2323

Job Site: Police Storage Garage
510 1st Ave. North
Clear Lake, IA 50428

Attention: Jim Jackson > 231-6988 / jjackson@cityofclearlake.org

Subject: Reroof > Storage Garage > 1,543 SF w/ Waste / Walk > 6/12 / One Story

A > GAF Life-Time Timberline HDZ > Class 3 > Shingles (Six (6) Nails Each Shingle) Layer Lock Technology
B > GAF Felt Buster Underlayment > (Plastic Cap Nails) > Timberline Series Has the Widest Nailing Area
C > GAF Weather-Watch Ice & Water Shield > Drip Edge / Protrusion
D > GAF WEATHERBLOCKER Starter Strip > Eaves & Rakes / Algae-Plus Protection < 25 Years Warranty
E > GAF TimberTex ASII < Hip & Ridge / Timberline Series Shingles Has No Wind Speed Limitation<<<<<<<<<<<<<<<<<<
F > Wide Face Drip Edge Metal Detail / Roof Jack / Rain Collar / Metal-Bestos Cap

We propose to tear off one (1) shingle roof down to the OSB Plywood Deck, inspect and replace bad at $1.70 per sq. ft. plywood**, @4.75 per linear ft. one by lumber, if needed. Re-roof with GAF Lifetime Timberline HDZ Series Shingles with accessories stated above. Strict enforcement of "Safety Protocol" as set by IOSH. Price includes clean-up, trash disposal, magnet grounds, materials, labor, and taxes. (Permit is Excempt)

www.gaf.com

Ventilation

Intake > You have soffit intake; Make sure you have air chutes between rafters to allow fresh air from soffit over insulation into attic space. Note: R value of insulation in your attic should be R-52, to be efficient.

Exhaust > You have five (5) RV-50's static vents, it would take fifteen (15) to be efficient, we will insert plywood plugs and install only GAF Cobra Ridgevent to the proper vent area.

Base Bid: $7,552.00 (Seven Thousand Five Hundred Fifty-Two Dollars**) **50% Down**

Silver Pledge Warranty > Lifetime, Backed by GAF
Fifty (50) Years > Non-Prorated / Total System Warranty
GAF Master-Elite Contractor # ME09492
"With Ventilation" / Transferable

If you have any questions, please call or best yet stop by the office & showroom to show you all the samples are across the street rear entrance, or the front (Westside) is 207 6th Street SW. We have coffee, tea, and cocoa on Demand. < OORAH!!

HDZ Color >_____/ Drip Edge Metal Color > White

Upgrade to Class IV Impact Shingles Add > $400.00 To Base Bid > Initials > Yes >_____ No >_____

UHDZ w/ Ultra Mat & Double Shadow >_____

Miscellaneous >_____

Semper Fi!!

Derrick R. Martinez / Superintendent Minon Martinez / Accounts Ernie L. Martinez / Project Manager

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Please be advised that there may be "unjust enrichment" which will be added to the contract and will be documented. To maintain manufacturer and city codes. All agreements are contingent upon strikes, accidents, or delays beyond our control. It is the owners' responsibility to carry fire, tornado, and other necessary insurance. Workmen's Compensation Insurance fully covers our workers.	**Authorized Signature** _____
Acceptance of Proposal -- This proposal becomes legal and binding contract after 72 hours from date of acceptance. In addition, costs and reasonable attorney's fee for collection may be charged on any account past due over 30 days. Failure to pay can constitute a Mechanics Lien filed against your property. No sums not paid when due will bear 18% simple interest. **Date of Acceptance:** _____	**Signature**_____ **Signature**_____

Payment due upon completion of each trade or prior arrangements

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September 8, 2026

Parks & Recreations
1419 2nd Ave South 357-7010
Clear Lake, IA 50428-2323

Job Site: Historical Society House
800 1st Ave. South
Clear Lake, IA 50428-1902

Attention: Jim Jackson > 231-6988 / jjackson@cityofclearlake.org

Subject: Reroof > Historical Society House > 2,389 SF w/ Waste / Steep > 12/12 / Walk > 6/12 / One & Two Stories

A > GAF Life-Time Timberline HDZ > Class 3 > Shingles (Six (6) Nails Each Shingle) Layer Lock Technology
B > GAF Felt Buster Underlayment > (Plastic Cap Nails) > Timberline Series Has the Widest Nailing Area
C > GAF Weather-Watch Ice & Water Shield > Drip Edge / Protrusion / Step & Headwall / Valleys / Intake Pro / Chimney
D > GAF WEATHERBLOCKER Starter Strip > Eaves & Rakes / Algae-Plus Protection < 25 Years Warranty
E > GAF TimberTex ASII < Hip & Ridge / Timberline Series Shingles Has No Wind Speed Limitation<<<<<<<<<<<<<<<<<<<
F > Wide Face Drip Edge Metal / Boot Jacks / Metal Valleys / 24 Guage Metal > S & H < Siding < T & M

We propose to tear off **one (1) shingle** roof down to the **OSB Plywood Deck, inspect** and **replace** bad at $1.70 per sq. ft. plywood**, @4.75 per linear ft. one by lumber, **if needed.** Re-roof with **GAF Lifetime** Timberline **HDZ Series** Shingles with **accessories** stated above. Strict enforcement of **"Safety Protocol"** as set by IOSH. **Price** includes **clean-up,** trash **disposal,** magnet **grounds,** materials, **labor,** and taxes. **(Permit** is **Excempt)**

www.gaf.com

Ventilation

Intake > You have no soffit intake; We propose to install GAF Cobra Intake-Pro Shingle-Over Intake vent. Note: R value of **insulation** in your attic should be R-52, to be efficient.

Exhaust > You have one turbine two RV-50's static vent but no intake for them to function and you cannot mix systems, with intake added we will install GAF Cobra Snow Country Ridgevent & Hip-Vent, this will preserve the life on decking and aged value on existing insulation. **Diagram Enclosed**

Base Bid: $15,338.00 (Fifteen Thousand Three Hundred Thirty-Eight Dollars**) **50% Down**

Silver Pledge Warranty > Lifetime, Backed by GAF
Fifty (50) Years > Non-Prorated / Total System Warranty
GAF Master-Elite Contractor # ME09492
"With Ventilation" / Transferable

If you have any questions, **please call** or **best yet stop** by the office & showroom to show you all the samples are across the street rear entrance, or the **front (Westside) is 207 6th Street SW.** We have coffee, tea, and cocoa **on Demand.** < OORAH!!

HDZ Color >_____/ Drip Edge Metal Color > Brown

Upgrade to **Class** IV Impact **Shingles** Add > **$600.00 To** Base **Bid** > Initials > **Yes** >_____ No >_____

UHDZ w/ Ultra Mat & Double Shadow >_____

Miscellaneous > Crown Moulding / Gutter Guard **< T & M /**_____

Semper Fi!!

Derrick R. Martinez / Superintendent Minon Martinez / Accounts Ernie L. Martinez / Project Manager

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Please be advised that there may be "unjust enrichment" which will be added to the contract and will be documented. To maintain manufacturer and city codes. All agreements are contingent upon strikes, accidents, or delays beyond our control. It is the owners' responsibility to carry fire, tornado, and other necessary insurance. Workmen's Compensation Insurance fully covers our workers	**Authorized Signature** Ernie L. Martinez
Acceptance of Proposal – This proposal becomes legal and binding contract after 72 hours from date of acceptance. In addition, costs and reasonable attorney's fee for collection may be charged on any account past due over 30 days. Failure to pay can constitute a Mechanics Lien filed against your property. No sums not paid when due will bear 18% simple interest.	**Signature**_____
Date of Acceptance: _____	**Signature**_____

Payment due upon completion of each trade or prior arrangements

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September 7, 2026

Parks & Recreations
1419 2nd Ave South 357-7010
Clear Lake, IA 50428-2323

Job Site: Fire Museum
112 North 6th Street
Clear Lake, IA 50428

Attention: Jim Jackson > 231-6988 / jjackson@cityofclearlake.org

Subject: Reroof > Fire Museum > 2,384 SF w/ Waste / Steep > 11/12 / 8/12 / Walk > 6/12 / One & Two Stories

A > GAF Life-Time Timberline HDZ > Class 3 > Shingles (Six (6) Nails Each Shingle) Layer Lock Technology
B > GAF Felt Buster Underlayment > (Plastic Cap Nails) > Timberline Series Has the Widest Nailing Area
C > GAF Weather-Watch Ice & Water Shield > Drip Edge / Protrusion / Step & Headwall Flashing / Intake Pro
D > GAF WEATHERBLOCKER Starter Strip > Eaves & Rakes / Algae-Plus Protection < 25 Years Warranty
E > GAF TimberTex ASII < Hip & Ridge / Timberline Series Shingles Has No Wind Speed Limitation<<<<<<<<<<<<<<<<<<<
F > Wide Face Drip Edge Metal / Roof Jack / Boot Jacks / 24 Guage Metal > S & H Flashing < Siding < T & M

We propose to tear off **one (1) shingle** roof down to the **OSB Plywood Deck, inspect** and **replace** bad at $1.70 per sq. ft. plywood**, @4.75 per linear ft. one by lumber, **if needed.** Re-roof with **GAF Lifetime** Timberline **HDZ Series** Shingles with **accessories** stated above. Strict enforcement of **"Safety Protocol"** as set by IOSH. **Price includes clean-up, trash disposal, magnet grounds,** materials, **labor,** and taxes. **(Permit is Excempt)**

www.gaf.com

Ventilation

Intake > You have no soffit intake; We propose to install GAF Cobra Intake-Pro Shingle-Over Intake vent. Note: R value of **insulation** in your attic should be R-52, to be efficient.

Exhaust > You have Ridgevent but no intake for it to function, with intake added we will install GAF Cobra Ridgevent & Cobra Hip Vent, this will preserve the life on decking and aged value on existing insulation.

Base Bid: $14,462.00 (Fourteen Thousand Four Hundred Sixty-Two Dollars**) **50% Down**

Silver Pledge Warranty > Lifetime, Backed by GAF
Fifty (50) Years > Non-Prorated / Total System Warranty
GAF Master-Elite Contractor # ME09492
"With Ventilation" / Transferable

If you have any questions, **please call** or **best yet stop** by the office & showroom to show you all the samples are across the street rear entrance, or the **front (Westside) is 207 6th Street SW.** We have coffee, tea, and cocoa **on Demand.** < OORAH!!

HDZ Color >_____/ Drip Edge Metal Color > White

Upgrade to **Class** IV Impact **Shingles** Add > **$546.00 To** Base **Bid** > Initials > **Yes >**_____ **No >**_____

UHDZ w/ Ultra Mat & Double Shadow >_____

Miscellaneous > Crown Moulding / Gutter Guard **< T & M /**_____

Semper Fi!!

Derrick R. Martinez / Superintendent Minon Martinez / Accounts Ernie L. Martinez / Project Manager

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Please be advised that there may be "unjust enrichment" which will be added to the contract and will be documented. To maintain manufacturer and city codes. All agreements are contingent upon strikes, accidents, or delays beyond our control. It is the owners' responsibility to carry fire, tornado, and other necessary insurance. Workmen's Compensation Insurance fully covers our workers.	**Authorized Signature** Ernie L. Martinez
Acceptance of Proposal -- This proposal becomes legal and binding contract after 72 hours from date of acceptance. In addition, costs and reasonable attorney's fee for collection may be charged on any account past due over 30 days. Failure to pay can constitute a Mechanics Lien filed against your property. No sums not paid when due will bear 18% simple interest.	**Signature**_____
Date of Acceptance: _____	**Signature**_____

Payment due upon completion of each trade or prior arrangements

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www.masoncityroofing.com

September 9, 2026

Parks & Recreations
1419 2nd Ave South 357-7010
Clear Lake, IA 50428-2323

Job Site: Golf Course Clubhouse
2000 North Shore Drive
Clear Lake, IA 50428-1057

Attention: Jim Jackson > 231-6988 / jjackson@cityofclearlake.org

Subject: Reroof > Clubhouse > 2,801 SF w/ Waste / Walk > 5/12 / One & Two Stories

A > GAF Life-Time Timberline HDZ > Class 3 > Shingles **(Six (6) Nails Each Shingle) Layer Lock Technology**
B > GAF Felt **Buster** Underlayment **> (Plastic Cap Nails) > Timberline Series** Has **the** Widest **Nailing** Area
C > GAF Weather-**Watch** Ice **& Water** Shield **> Drip** Edge **/ Protrusion /** Step **& Headwall /** Valleys
D > GAF WEATHERBLOCKER Starter Strip **>** Eaves **&** Rakes **/** Algae-Plus **Protection < 25 Years** Warranty
E > GAF Timber**Tex ASII < Hip & Ridge / Timberline** Series **Shingles** Has **No** Wind **Speed** Limitation**<<<<<<<<<<<<<<<<<<<<**
F > Wide Face **Drip** Edge **Metal / Boot Jacks /** Valley **Metal / 24 Guage** Metal **> S & H < Siding < T & M**

We propose to tear off **one (1) shingle** roof down to the **OSB Plywood Deck, inspect** and **replace** bad at $1.70 per sq. ft. plywood**, @4.75 per linear ft. one by lumber, **if needed.** Re-roof with **GAF Lifetime** Timberline **HDZ Series** Shingles with **accessories** stated above. Strict enforcement of "Safety **Protocol"** as set by IOSH. **Price** includes **clean-up,** trash **disposal,** magnet **grounds,** materials, **labor,** and taxes. (**Permit** is **Excempt**)

www.gaf.com

Ventilation

Intake > You have soffit intake; Make sure you have air chutes between rafters to allow fresh air from soffit over insulation inti attic space. You also have two (2) gable vent east & west sides; you cannot mix systems. Note: R value **of insulation** in your attic should be R-52, to be efficient.

Exhaust > You have two (2) small octagon gable vents, not efficient for this vent area, so we will block function of gable vents, and we will install GAF Cobra Snow Country Ridgevent. this will preserve the life of the decking and aged R- value on existing insulation. **Diagram Enclosed**

Base Bid: $12,778.00 (Twelve Thousand Seven Hundred Seventy-Eight Dollars**) **50% Down**

Silver Pledge Warranty > Lifetime, Backed by GAF
Fifty (50) Years > Non-Prorated / Total System Warranty
GAF Master-Elite Contractor # ME09492
"With Ventilation" / Transferable

If you have any questions, **please call** or best yet **stop** by the office & showroom to show you all the samples are across the street rear entrance, or the **front (Westside) is 207 6th Street SW.** We have coffee, tea, and cocoa **on Demand.** < OORAH!!

HDZ Color >_____/ Drip Edge Metal Color > White

Upgrade **to Class** IV Impact **Shingles** Add **> $644.00 To** Base **Bid** > Initials **> Yes >**_____ No >_____

UHDZ w/ Ultra Mat & Double Shadow >_____

Miscellaneous > Antenna /_____

Semper Fi!!

Derrick R. Martinez / Superintendent Minon Martinez / Accounts Ernie L. Martinez / Project Manager

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Please be advised that there may be "unjust enrichment" which will be added to the contract and will be documented. To maintain manufacturer and city codes. All agreements are contingent upon strikes, accidents, or delays beyond our control. It is the owners' responsibility to carry fire, tornado, and other necessary insurance. Workmen's Compensation Insurance fully covers our workers.	**Authorized Signature** Ernie L. Martinez
Acceptance of Proposal -- This proposal becomes legal and binding contract after 72 hours from date of acceptance. In addition, costs and reasonable attorney's fee for collection may be charged on any account past due over 30 days. Failure to pay can constitute a Mechanics Lien filed against your property. No sums not paid when due will bear 18% simple interest.	**Signature**_____
Date of Acceptance: _____	**Signature**_____

Payment due upon completion of each trade or prior arrangements