



"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](http://www.cityofclearlake.com)

May 18, 2015

Mayor  
NELSON P.  
CRABB

HONORABLE MAYOR & CITY COUNCIL MEMBERS:

City  
Administrator  
SCOTT  
FLORY

The next meeting of the Clear Lake City Council is scheduled for Monday, **May 18, 2015**, at 6:30 p.m., in the Council Chambers, at the Clear Lake City Hall. Please refer to the enclosed agenda for the items discussed below.

## COUNCIL MEMBERS

DANA  
BRANT  
Ward 1

TONY J.  
NELSON  
Ward 2

JIM  
BOEHNKE  
Ward 3

MIKE  
CALLANAN  
At Large

GARY  
HUGI  
At Large

ITEM #6D. **Kwik Trip/Kwik Star Project**. For approximately one year now, City staff has been working with Company officials and representatives, as well as staff from the Iowa DOT, regarding the construction of a new convenience store and truck center. The location of the proposed commercial development project is at the intersection of HWY 122E & Willow Creek Ct./N. 32<sup>nd</sup> St. Kwik Trip/Kwik Star is based in LaCrosse, WI, and has more than 450 convenience stores and over 12,000 employees in Iowa, Wisconsin, and Minnesota, combined. The proposed project would entail the construction of a new 7,500 sq. ft. convenience store and truck center on an approximately 19 acre parcel, of which only 10 acres is proposed for development at this time. The paving improvements would include parking for 50 semi-truck trailer combination vehicles and 68 passenger vehicles. The proposed site plan was reviewed by the City's Planning & Zoning Commission on April 21, 2015, and was favorably considered by the Commission.

In conjunction with the proposed project, the intersection of HWY 122 E. and Willow Creek Ct/N. 32<sup>nd</sup> St. would be reconstructed, including geometric improvements and installation of a fully-actuated traffic control device. The City has been working with the Company's traffic engineering consultant and its in-house engineers, as well as the Iowa DOT, regarding design and approval of that aspect of the Project.

It is proposed to enter into a Development Agreement with Kwik Trip/Kwik Star to offset a portion of the costs of the intersection improvements, including traffic signal and interconnect. The terms of the Development Agreement limit the City's financial participation in those improvements to a not to exceed amount of \$250,000.

Under the terms of the Development Agreement, the Company agrees to a minimum property tax valuation of \$1.5 million and to hire and maintain a workforce of 30 employees (including full and part-time). The City will utilize the new property taxes generated by the project to pay for its portion of the traffic signal and intersection improvements.



The Project began construction last week and is expected to be completed in November. The Council previously set the date for a public hearing for May 18<sup>th</sup> on the proposal to enter into a Development Agreement with the Company. Notice was published, as required by law, on May 6<sup>th</sup>.

Smart Quote: "People won't have time for you if you are always angry or complaining." -- Stephen Hawking, theoretical physicist

Scott Flory  
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. 6<sup>TH</sup> STREET  
MONDAY, MAY 18, 2015  
**6:30 P.M.**

1. Call to Order and Pledge of Allegiance led by Mayor Nelson P. Crabb.
2. Approval of Agenda.
3. Consent Agenda:
  - A. Minutes – May 4, 2015
  - B. Approval of the bills & claims.
  - C. **Resolution #15-22**, “Resolution to amend eligibility for credit card use.”
  - D. Licenses & Permits:
    - **Liquor License**: Class C Liquor License (LC) (Commercial) with Living Quarters, Outdoor Service, & Sunday Sales, **Lake Front Tap**, (renewal); Class B Native Wine Permits & Class C Beer Permit with Sunday Sales, **Casey’s General Store #1896**, (renewal).
    - **Excavator’s License**: **Navratil Excavating**, Mason City, (renewal).
    - **Cigarette Permit**: **Dollar General Store #4616**, **Casey’s General Store #1896**, **Lake Liquors Wine & Spirits**, **Casey’s General Store #1427**, (renewals).
    - **Street Closing Requests**: **Clear Lake Area Chamber of Commerce**, **Thursday’s on Main**, June 11<sup>th</sup> through August 27<sup>th</sup>, **North Iowa Herb Fest**, Saturday June 20<sup>th</sup>.
4. Citizens opportunity to address the Council on items not on the agenda:
  - In conformance with the City Council’s Rules of Procedure, no action can occur on items presented during the Citizens forum.
  - Please walk to the lectern, state your name (spell last name), address, and subject of your discussion.
  - Speakers are limited to a maximum of five (5) minutes per person.
5. Unfinished Business:
6. New Business:

A. 2015 Sewer Rehabilitation Project:

- Project update and review of Pay Estimate #1, Jason Petersurg, P.E., Veenstra & Kimm.
- **Motion** to approve Pay Estimate #1 by City Council.
- Discussion and consideration of **Motion** by City Council.

B. N. 6<sup>th</sup> Street Reconstruction Project:

- Project update and review of Pay Estimate #2, Jason Petersurg, P.E., Veenstra & Kimm.
- **Motion** to approve Pay Estimate #2 by City Council.
- Discussion and consideration of **Motion** by City Council.

C. Northwest Water Tower Improvement Project:

- Project update and review of Pay Estimate #11, Jason Petersurg, P.E., Veenstra & Kimm.
- **Motion** to approve Pay Estimate #11 by City Council.
- Discussion and consideration of **Motion** by City Council.

D. Kwik Trip Commercial Development Project:

- Review of request, Scott Flory, City Administrator.
- Public Hearing.
- **Motion** to close Public Hearing by City Council.
- Discussion and consideration of **Motion** by City Council.
- **Motion** to approve **Resolution #15-23**, "Resolution approving a development agreement for traffic control project improvements with Kwik Trip Inc. for a development project to be located in Clear Lake, Iowa."
- Discussion and consideration of **Motion** by City Council.

E. North Shore Drive Street Re-construction Project:

- Project update and review of Pay Estimate #6, Jason Petersurg, P.E., Veenstra & Kimm.
- **Motion** to approve Pay Estimate #6 by City Council.
- Discussion and consideration of **Motion** by City Council.

F. Stop/Yield Sign Ordinance Amendment(s):

- Review of proposal, Scott Flory, City Administrator.

- **Motion** to approve **Ordinance #815**, “An Ordinance amending an Ordinance of the City of Clear Lake, Iowa, now known as ‘Stop or Yield Requirements’, Chapter 65 of the Code of Ordinances of the City of Clear Lake, Iowa, by changing the provisions of Section 65.01 to add certain stop requirements and 65.04 to delete Yield Requirements” by City Council (1<sup>st</sup> reading)
- Discussion and consideration of **Motion** by City Council.

7. Chief of Police’s Report:

- Update regarding Chief of Police selection process.

8. Mayor’s Report:

- Appointment of Davin McLeod (505 Pine Brooke Drive) to the Planning & Zoning Commission for the term ending December 31, 2020.
- Appointment of Arnie Prohaska (113 Orchard Lane) to the Planning & Zoning Commission for the term ending December 31, 2019.

9. Public Works Director’s Report:

- Project updates: City-owned decorative street light retro-fit; traffic signal video detector upgrades; and Water Treatment Plant High Service Pump(s) Improvement Project.
- 2015 Alley Project Pre-construction Conference.

10. City Administrator’s Report:

- City Hall Roof Replacement Project update.
- Proposal for sealed bid process for City-owned residential lot on S. 3<sup>rd</sup> Street.
- Renewal of Police Services 28E Agreement with Ventura.

11. City Attorney’s Report:

12. Other Business:

13. Adjournment.

NEXT REGULAR MEETING – JUNE 1, 2015

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION TO AMEND ELIGIBILITY FOR CREDIT CARDS

WHEREAS, on February 20, 2006, the City Council adopted Resolution #06-22, "A Resolution approving a credit card policy", which identified the City officials that were eligible to use credit cards issued to the City of Clear Lake, in conformance with said policy; and

WHEREAS, the Library Director of the City of Clear Lake has requested to be included as an eligible City official under the Credit Card Policy; and

WHEREAS, the City Administrator AND Library Board of Trustees have reviewed the request and recommend that the Police Chief be included as an eligible City official under the Credit Card Policy.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Clear Lake, upon recommendation of the City Administrator, does hereby amend the list of established officials eligible to use credit cards in the City's name to include the Library Director, subject to conditions set forth in the Credit Card Policy.

PASSED and APPROVED this 18<sup>th</sup> day of May, 2015.

\_\_\_\_\_  
Nelson P. Crabb, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Larsen, City Clerk



CIM

# VEENSTRA & KIMM, INC.

2800 Fourth Street SW, Suite 9 • Mason City, Iowa 50401-1596  
641-421-8008 • 641-380-0313(FAX) • 877-241-8008(WATS)

## PAY ESTIMATE NO. 1

Date: May 11, 2015

Project Title	2015 Sewer Rehabilitation Project Clear Lake, Iowa		Contractor	Visu-Sewer, Inc. W230 N4855 Betker Road Pewaukee, WI 53072
Original Contract Amount & Date	\$260,825.55	February 16, 2015	Pay Period	March 25 - May 2, 2015

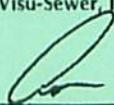
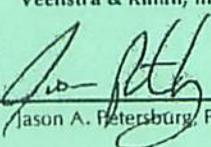
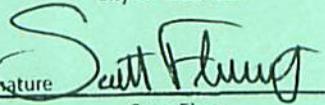
### BASE BID ITEMS

Item No.	Specification Section / Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
1	Mobilization	LS	1	XXXX	\$4,500.00	50.0%	\$2,250.00
2	Traffic Control	LS	1	XXXX	\$800.00	100.0%	\$800.00
3	Pavement Removal	SY	276	\$10.50	\$2,898.00	210.5	\$2,210.25
4	Sewer Flow Control	LS	1	XXXX	\$315.00	100.0%	\$315.00
5	Sewer Main Cleaning						
5a	8" Pipe	LF	4531	\$0.50	\$2,265.50	0	\$0.00
5b	12" Pipe	LF	398	\$0.50	\$199.00	0	\$0.00
5c	24" Pipe	LF	359	\$0.50	\$179.50	0	\$0.00
6	Sewer Main Root Cutting (assumed quantity)	LF	1000	\$1.50	\$1,500.00	0	\$0.00
7	Sewer Main Reaming	LF	345	\$1.00	\$345.00	0	\$0.00
8	Television Inspection - Pre Rehabilitation Lining Work	LF	5288	\$1.00	\$5,288.00	0	\$0.00
9	Sewer Main Pipe Lining						
9a	8" Pipe	LF	4531	\$18.70	\$84,729.70	0	\$0.00
9b	12" Pipe	LF	398	\$36.35	\$14,467.30	0	\$0.00
9c	24" Pipe	LF	359	\$87.00	\$31,233.00	0	\$0.00
10	Service Connection Reinstatement	EA	109	\$25.00	\$2,725.00	0	\$0.00
11	Television Inspection - Post Rehabilitation Lining Work	LF	5288	\$0.50	\$2,644.00	0	\$0.00
12	Sewer Main Point Repair						
12a	Pipe Point Repair	EA	1	\$2,625.00	\$2,625.00	1	\$2,625.00
12b	8" Pipe	LF	20	\$73.00	\$1,460.00	13.8	\$1,007.40
13	Sanitary Sewer Wye	EA	6	\$420.00	\$2,520.00	6	\$2,520.00
14	Sanitary Sewer Service Pipe	LF	60	\$31.50	\$1,890.00	62	\$1,953.00
15	Cut Protruding Service Connection / Tap	EA	5	\$120.00	\$600.00	0	\$0.00
16	Remove & Replace Sanitary Manhole	EA	5	\$6,195.00	\$30,975.00	4	\$24,780.00
17	Sprayed on Liner - Manhole	VF	113	\$158.10	\$17,865.30	0	\$0.00
18	Remove & Replace Casting & Adjusting Rings; Install New Internal Chimney Seal	EA	2	\$1,680.00	\$3,360.00	0	\$0.00
19	Invert Repair - Sanitary Manhole	EA	3	\$2,900.00	\$8,700.00	0	\$0.00
20	Granular Backfill Material (assumed quantity)	TON	100	\$17.35	\$1,735.00	0	\$0.00
21	Aggregate Base Course - 6"	TON	0	\$0.00	\$0.00	0	\$0.00
22	Temporary Aggregate Surface Course, 12"	TON	180	\$20.75	\$3,735.00	130.24	\$2,702.48
23	Full Depth HMA Patch - 6"	SY	0	\$0.00	\$0.00	0	\$0.00
24	New Manhole Testing	LS	1	\$1,575.00	\$1,575.00	0.0%	\$0.00
25	Earthwork & Pavement Testing	LS	1	\$945.00	\$945.00	0.0%	\$0.00
<b>TOTAL BASE BID</b>					<b>\$232,074.30</b>		<b>\$41,163.13</b>

ALTERNATE #1 BID ITEMS							
Item No.	Specification Section / Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
1	Additional Mobilization	LS	1	XXXX	\$420.00	0.0%	\$0.00
2	Additional Traffic Control	LS	1	XXXX	\$2,900.00	0.0%	\$0.00
3	Pavement Removal	SY	45	\$14.75	\$663.75	0	\$0.00
5	Sewer Main Cleaning						
5c	24" Pipe	LF	90	\$0.50	\$45.00	0	\$0.00
8	Television Inspection - Pre Rehabilitation Lining Work	LF	90	\$1.00	\$90.00	0	\$0.00
9	Sewer Main Pipe Lining						
9c	24" Pipe	LF	90	\$119.25	\$10,732.50	0	\$0.00
11	Television Inspection - Post Rehabilitation Lining Work	LF	90	\$0.50	\$45.00	0	\$0.00
21	Aggregate Base Course - 12"	TON	30	\$20.75	\$622.50	0	\$0.00
23	Full Depth PCC Patch - 14"	SY	45	\$136.50	\$6,142.50	0	\$0.00
25	Additional Earthwork & Pavement Testing	LS	1	\$790.00	\$790.00	0.0%	\$0.00
26	Abandon Existing Storm Sewer Manhole	EA	1	\$6,300.00	\$6,300.00	0	\$0.00
	<b>TOTAL ALTERNATE #1 BID</b>				\$28,751.25		\$0.00
	<b>TOTAL CONTRACT</b>				\$260,825.55		\$41,163.13
CHANGE ORDER #1 ITEMS							
Item No.	Specification Section / Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
1.1	Water Main Pipe, 8"	LF	34	\$115.50	\$3,927.00	16.75	\$1,934.63
1.2	Water Main Fittings	LB	240	\$8.15	\$1,956.00	104	\$847.60
1.3	Connect to Existing Water Main	EA	2	\$315.00	\$630.00	2	\$630.00
1.4	3/4" Corporation	EA	1	\$551.25	\$551.25	0	\$0.00
1.5	3/4" Copper Water Service Pipe	LF	10	\$26.25	\$262.50	0	\$0.00
	<b>TOTAL CHANGE ORDER NO. 1</b>				\$7,326.75		\$3,412.23
	<b>TOTAL REVISED CONTRACT</b>				\$268,152.30		\$44,575.36

SUMMARY			
		Contract Price	Value Completed
Original Contract Price		\$260,825.55	\$44,575.36
Approved Change Orders (list each)	Change Order 1	\$7,326.75	Unit Prices and Quantity Complete
<b>TOTAL ALL CHANGE ORDERS</b>		\$7,326.75	\$0.00
Revised Contract Price		\$268,152.30	\$44,575.36
Materials Stored			\$0.00
Value of Completed Work and Materials Stored			\$44,575.36
Less Liquidated Damages			\$0.00
<b>Final Contract Amount (Revised Contract Price Less Damages &amp; Assessments)</b>			\$44,575.36
Less Retained Percentage (5%)			\$2,228.77
<b>Net Amount Due This Estimate</b>			\$42,346.59
Less Estimate(s) Previously Approved	No.1	\$0.00	
Less Total Pay Estimates Previously Approved			\$0.00
Percent Complete	16.6%	Amount Due This Estimate	\$42,346.59

The amount \$42,346.59 is recommended for approval for payment in accordance with the terms of the contract.

Quantities Complete Submitted By: Visu-Sewer, Inc.	Recommended By: Veenstra & Kimm, Inc.	Approved By: City of Clear Lake
Signature 	Signature 	Signature 
Curt Hoffart Project Manager	Jason A. Petersburg, P.E. Project Engineer	Scott Flory City Administrator
Date <u>5/13/15</u>	Date <u>5-12-15</u>	Date <u>5-18-15</u>

City



# VEENSTRA & KIMM, INC.

2800 Fourth Street SW, Suite 9 • Mason City, Iowa 50401-1596  
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## PAY ESTIMATE NO. 2

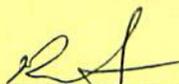
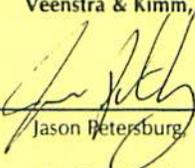
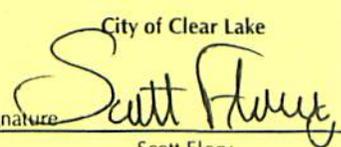
Date: May 11, 2015

Project Title		North 6th Street Reconstruction Project Clear Lake, Iowa			Contractor		Heartland Asphalt, Inc. 2601 South Federal Avenue Mason City, IA 50401	
Original Contract Amount & Date		\$148,559.21	September 8, 2014		Pay Period		December 3, 2014 - May 2, 2015	
BID ITEMS								
Item No.	Specification Section / Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed	
<b>1</b>	<b>General Miscellaneous Work</b>							
1.1	Mobilization	LS	1	XXXX	\$6,000.00	100.0%	\$6,000.00	
1.2	Traffic Control	LS	1	XXXX	\$3,500.00	100.0%	\$3,500.00	
1.3	Clear & Grub (assumed quantity)	Units	120	\$15.00	\$1,800.00	0	\$0.00	
							Subtotal Div 1	\$9,500.00
<b>2</b>	<b>Water</b>							
2.1	Gate Valve & Box							
	2.1.1 - 6"	EA	1	\$850.00	\$850.00	1	\$850.00	
	2.1.2 - 4"	EA	1	\$800.00	\$800.00	1	\$800.00	
2.2	Water Main Fittings	LB	400	\$8.25	\$3,300.00	230	\$1,897.50	
2.3	Water Main Pipe							
	2.3.1 - 8"	LF	267	\$39.00	\$10,413.00	265	\$10,335.00	
	2.3.2 - 6"	LF	20	\$38.00	\$760.00	13	\$494.00	
	2.3.3 - 4"	LF	40	\$37.00	\$1,480.00	40	\$1,480.00	
2.4	Fire Hydrant Assembly	EA	1	\$4,300.00	\$4,300.00	1	\$4,300.00	
2.5	Granular Backfill Material (assumed quantity)	TON	25	\$15.00	\$375.00	0	\$0.00	
2.6	1 1/2" Copper Water Service	LF	50	\$40.00	\$2,000.00	46	\$1,840.00	
2.7	1 1/2" Corporation	EA	2	\$525.00	\$1,050.00	2	\$1,050.00	
2.8	1 1/2" Curb Stop & Box	EA	2	\$500.00	\$1,000.00	2	\$1,000.00	
2.9	Water System & Compaction Testing	LS	1	XXXX	\$1,500.00	50.0%	\$750.00	
							Subtotal Div 2	\$24,796.50
<b>3</b>	<b>Sanitary Sewer</b>							
3.1	Sanitary Sewer Manhole	EA	1	\$4,675.00	\$4,675.00	1	\$4,675.00	
3.2	Sanitary Sewer Main, 8"	LF	155	\$45.00	\$6,975.00	155	\$6,975.00	
3.3	Sanitary Sewer Wye, 8"x6"	EA	3	\$250.00	\$750.00	3	\$750.00	
3.4	Sanitary Sewer Service Pipe, 6"	LF	80	\$60.00	\$4,800.00	80	\$4,800.00	
3.5	Stabilizing Material (assumed quantity)	TON	25	\$15.00	\$375.00	0	\$0.00	
3.6	Granular Backfill (assumed quantity)	TON	25	\$15.00	\$375.00	0	\$0.00	
3.7	Sanitary Sewer System & Compaction Testing	LS	1	XXXX	\$1,500.00	100.0%	\$1,500.00	
							Subtotal Div 3	\$18,700.00

BID ITEMS							
Item No.	Specification Section / Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
<b>4</b>	<b>Storm Sewer</b>						
4.1	Subdrain						
	4.1.1 - 6"	LF	450	\$11.00	\$4,950.00	460	\$5,060.00
	4.1.2 - 8"	LF	125	\$15.00	\$1,875.00	108	\$1,620.00
4.2	Subdrain Outlet, 8"	EA	1	\$150.00	\$150.00	1	\$150.00
4.3	Subdrain Cleanout	EA	2	\$150.00	\$300.00	2	\$300.00
4.4	Subdrain Service Connection	EA	3	\$500.00	\$1,500.00	3	\$1,500.00
4.5	Storm Sewer Manhole Adjustment	EA	1	\$675.00	\$675.00	1	\$675.00
						<b>Subtotal Div 4</b>	<b>\$9,305.00</b>
<b>5</b>	<b>Street &amp; Related Work</b>						
5.1	Pavement Removal	SY	1,077	\$4.50	\$4,846.50	910	\$4,095.00
5.2	Unstable Subgrade Preparation (Assumed Quantity)	CY	125	\$43.20	\$5,400.00	124	\$5,356.80
5.3	Subgrade Preparation	SY	1,192	\$0.90	\$1,072.80	1,192	\$1,072.80
5.4	PCC Sidewalk, 4" Thick	SF	420	\$5.70	\$2,394.00	375	\$2,137.50
5.5	PCC Driveway Pavement						
	5.5.1 - 6" Thick	SY	23	\$56.80	\$1,306.40	21	\$1,192.80
	5.5.2 - 7" Thick	SY	93	\$60.05	\$5,584.65	72	\$4,323.60
5.6	Subgrade & Pavement, Testing	LS	1	\$ XXXX	\$571.00	50.0%	\$285.50
						<b>Subtotal Div 5</b>	<b>\$18,464.00</b>
<b>6</b>	<b>Landscaping</b>						
6.1	Erosion Control	LS	1	\$ XXXX	\$500.00	50.0%	\$250.00
6.2	Sodding	SQ	37	\$62.00	\$2,294.00	0	\$0.00
6.3	Topsoil	CY	100	\$59.55	\$5,955.00	88	\$5,240.40
						<b>Subtotal Div 6</b>	<b>\$5,490.40</b>
						<b>Total Div 1-6</b>	<b>\$86,255.90</b>
<b>8</b>	<b>Alternate 2 - HMA Paving</b>						
8.1	Excavation						
	8.1.1 Furnish & Install (assumed quantity)	CY	40	\$14.55	\$582.00	0	\$0.00
	8.1.2 Roadway & Borrow	CY	298	\$8.75	\$2,607.50	298	\$2,607.50
8.2	Aggregate Base Course, 9.5"	TON	625	\$16.80	\$10,500.00	625	\$10,500.00
8.3	HMA Surface Course, 1-1/2"	SY	846	\$6.19	\$5,236.74	846	\$5,236.74
8.4	HMA Intermediate Course, 2"	SY	846	\$8.17	\$6,911.82	846	\$6,911.82
8.5	HMA Base Course, 2-1/2"	SY	846	\$10.40	\$8,798.40	846	\$8,798.40
8.6	PCC Curb & Gutter, 2.5' wide	LF	531	\$18.00	\$9,558.00	531	\$9,558.00
8.7	PCC Radius, 6" Thick	SY	62	\$95.20	\$5,902.40	62	\$5,902.40
8.8	PCC & HMA Testing	LS	1	\$ XXXX	\$510.00	0.0%	\$0.00
						<b>Total Div 8</b>	<b>\$49,514.86</b>
	<b>TOTAL CONTRACT</b>			XXX	\$148,559.21		<b>\$135,770.76</b>

SUMMARY			
		Contract Price	Value Completed
Original Contract Price		\$148,559.21	\$135,770.76
Approved Change Orders (list each)			
<b>TOTAL ALL CHANGE ORDERS</b>		\$0.00	\$0.00
Revised Contract Price		\$148,559.21	\$135,770.76
Materials Stored			\$0.00
<b>Value of Completed Work and Materials Stored</b>			<b>\$135,770.76</b>
Less Wrecker Bill for Fall 2014			(\$150.00)
Less Liquidated Damages			\$0.00
<b>Final Contract Amount (Revised Contract Price Less Damages &amp; Assessments)</b>			<b>\$135,620.76</b>
Less Retained Percentage (5%)			\$6,781.04
<b>Net Amount Due This Estimate</b>			<b>\$128,839.72</b>
Less Estimate(s) Previously Approved	No.1	\$57,447.93	
	No.2	\$0.00	
	No.3	\$0.00	
	No.4	\$0.00	
	No.5	\$0.00	
	No.6	\$0.00	
Less Total Pay Estimates Previously Approved			\$57,447.93
Percent Complete	91.4%	<b>Amount Due This Estimate</b>	<b>\$71,391.79</b>

The amount \$71,391.79 is recommended for approval for payment in accordance with the terms of the contract.

Quantities Complete Submitted By: Heartland Asphalt, Inc.	Recommended By: Veenstra & Kimm, Inc.	Approved By: City of Clear Lake
Signature 	Signature 	Signature 
Ryan Smith Project Manager	Jason Petersburg, P.E. Project Engineer	Scott Flory City Administrator
Date <u>May 12, 2015</u>	Date <u>5/12/15</u>	Date <u>5-18-15</u>

City



**VEENSTRA & KIMM, INC.**  
2800 Fourth Street SW, Suite 9 • Mason City, Iowa 50401-1596  
641-421-8008 • 641-380-0313(FAX) • 877-241-8008(WATS)

**APPLICATION FOR PAYMENT**

PROJECT: **Northwest Water Tower Improvement**

ENGINEER: **Veenstra & Kimm, Inc.**

TO: **City of Clear Lake**

State of Texas  
County of Tarrant

DATE OF APPLICATION: 04/25/15  
APPLICATION NO.: 11

The undersigned certifs. that the work herein has been completed in accordance with the Contract Documents, that all amounts have been paid for items which previous Certificates for Payment were issued and payments received, and that the current amount is now due.

PERIOD FROM: 11/26/14 TO: 04/25/15

Application is made for Payment, as shown below, in connection with this Contract.

Landmark Structures I, L.P., Contractor

1665 Harmon Road; Fort Worth, TX 76177

By: Aimee Hanei  
Aimee Hanei, Project Manager

TOTAL COMPLETED TO DATE \$ 2,141,935.00  
STORED MATERIALS \$ 0.00  
TOTAL COMPLETED & STORED \$ 2,141,935.00  
RETAINAGE 5% \$ 107,096.75

Date: 04/25/15

Subscribed and sworn before me this

04/25/15  
Rayetta Bramlett  
T.B.A., Notary Public, State of Texas

TOTAL EARNED LESS RETAINAGE \$ 2,034,838.25  
LESS PREVIOUS BILLINGS \$ 1,934,332.43  
**CURRENT PAYMENT DUE** \$ 100,505.82

My commission expires 11-24-18

Reviewed: **Veenstra & Kimm, Inc.**

By: Timothy A. Moreau 5/13/15  
Timothy A. Moreau, P.E.  
Project Manager



Approved: **City of Clear Lake**

By: Scott Fluegel  
Title: 5-18-15

**11 PROGRESS BILLING**

**Owner:** City of Clear Lake, IA  
**Engineer:** Veenstra & Kimm, Inc.  
**Project:** Northwest Water Tower Improvement Project

**Period From:** 11/26/14  
**Period To:** 04/25/15  
**Landmark #:** 1402 / AH

Item	Complete To Date			Complete Previous	Complete This Period	Balance to Finish
	Total	Percent	Amount			
<b>1 1.0 MG Elevated Storage Tank</b>	<b>2,183,000.00</b>					
<b>General Administration</b>						
Bonds and Insurance	66,870.00	100.00%	66,870.00	66,870.00		
Engineering / Design	75,600.00	100.00%	75,600.00	75,600.00		
<b>Mobilize</b>	40,000.00	90.00%	36,000.00	30,000.00	6,000.00	4,000.00
<b>Site Work</b>						
Rough Grading	21,900.00	58.00%	12,702.00	12,702.00		9,198.00
Erosion Control	12,000.00	70.00%	8,400.00	8,400.00		3,600.00
Temporary Security Fence	6,500.00	100.00%	6,500.00	6,500.00		
Storm Sewer	8,500.00	100.00%	8,500.00	8,500.00		
Watermain	21,900.00	100.00%	21,900.00	21,900.00		
Permanent Fence	18,800.00					18,800.00
Approach, Driveway and Parking	23,300.00	35.00%	8,155.00	8,155.00		15,145.00
<b>Foundation</b>	163,900.00	100.00%	163,900.00	163,900.00		
<b>Support Pedestal</b>						
Pedestal Lifts 1-2 and Tower / Scaffold	155,100.00	100.00%	155,100.00	155,100.00		
Remaining Pedestal Lifts	420,600.00	100.00%	420,600.00	420,600.00		
Dome Floor	76,600.00	100.00%	76,600.00	76,600.00		
Ladders and Landings	64,700.00	100.00%	64,700.00	64,700.00		
<b>Steel Tank</b>						
Ring Beam	78,900.00	100.00%	78,900.00	78,900.00		
Cone	167,200.00	100.00%	167,200.00	167,200.00		
Vertical Wall	142,300.00	100.00%	142,300.00	142,300.00		
Access Tube & Platform	69,350.00	100.00%	69,350.00	69,350.00		
Floor Plate	26,500.00	100.00%	26,500.00	26,500.00		
Steel Tank Hoist	72,000.00	100.00%	72,000.00	72,000.00		
Roof	40,300.00	100.00%	40,300.00	40,300.00		
<b>Coatings</b>						
Pre Hoist Painting	89,500.00	100.00%	89,500.00	89,500.00		
Post Hoist Painting	86,000.00	100.00%	86,000.00	21,500.00	64,500.00	
<b>Mechanical</b>						
Base Piping	24,000.00	100.00%	24,000.00	24,000.00		
Riser Piping	106,600.00	100.00%	106,600.00	106,600.00		
Control Valves / Piping	14,800.00	85.00%	12,580.00	12,580.00		2,220.00
<b>Electrical / Controls</b>	52,680.00	85.00%	44,778.00	9,482.40	35,295.60	7,902.00
<b>Finish Out</b>						
Interior Fill	7,600.00	100.00%	7,600.00	7,600.00		
Slab on Grade	8,500.00	100.00%	8,500.00	8,500.00		
Control Room	6,500.00	100.00%	6,500.00	6,500.00		
Doors	12,500.00	100.00%	12,500.00	12,500.00		
Tank Disinfection / Fill	1,500.00					1,500.00
<b>Alt A Flood Lighting</b>	21,000.00					21,000.00
<b>Alt B Upgraded Painting Schedule</b>	25,000.00	100.00%	25,000.00	25,000.00		
<b>Current Contract Amount</b>	<b>\$2,229,000.00</b>		<b>\$2,145,635.00</b>	<b>2,039,839.40</b>	<b>\$105,795.60</b>	<b>\$83,365.00</b>

**11 PROGRESS BILLING**

Owner: City of Clear Lake, IA  
 Engineer: Veenstra & Kimm, Inc.  
 Project: Northwest Water Tower Improvement Project

Period From: 11/26/14  
 Period To: 04/25/15  
 Landmark #: 1402 / AH

Item	Complete To Date			Complete Previous	Complete This Period	Balance to Finish
	Total	Percent	Amount			
<b>Change Orders</b>						
CO#1 Reduce overflow pipe size	-3,700.00	100.00%	-3,700.00	-3,700.00		
<b>Total Change Orders</b>	<b>-3,700.00</b>		<b>-3,700.00</b>	<b>-3,700.00</b>		
<b>Revised Contract Amount</b>	<b>\$2,225,300.00</b>		<b>\$2,141,935.00</b>	<b>2,036,139.40</b>	<b>\$105,795.60</b>	<b>\$83,365.00</b>
Gross Amount Due			\$2,141,935.00	\$2,036,139.40	\$105,795.60	
Less Retainage (5%)			107,096.75	101,806.97	5,289.78	
Net Amount			<u>\$2,034,838.25</u>	<u>\$1,934,332.43</u>	<u>\$100,505.82</u>	
Less Previous Unpaid Billings						
Less Previous Paid Billings			<u>1,934,332.43</u>			
			<u>\$100,505.82</u>			
<b>Weather Days Requested This Period</b>				<b>Current Billing</b>	<b>\$100,505.82</b>	

**NOTICE OF HEARING ON PROPOSAL TO ENTER INTO A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF CLEAR LAKE AND KWIK TRIP INC.**

The City Council of the City of Clear Lake, Iowa, will meet on the 18th day of May, 2015, at the City Hall, 15 N. 6<sup>th</sup> Street, Clear Lake, Iowa, at 6:30 p.m., for the purpose of considering approval of a development agreement with Kwik Trip Inc. The development agreement will provide financial assistance to Kwik Trip Inc. to assist in the construction of a traffic signal and other roadway improvements.

At the aforementioned time and place, oral or written comments may be filed or made on the proposal to enter into the Development Agreement. After said hearing, the City may take action on said Development Agreement.

DATED this 4<sup>th</sup> day of May, 2015.

---

Jennifer Larsen, City Clerk

Published in the Clear Lake Mirror Reporter on the 6<sup>th</sup> day of May, 2015.

RESOLUTION NO. \_\_\_\_\_

APPROVING A DEVELOPMENT AGREEMENT FOR TRAFFIC CONTROL  
PROJECT IMPROVEMENTS WITH KWIK TRIP, INC FOR A DEVELOPMENT  
PROJECT TO BE LOCATED IN CLEAR LAKE, IOWA

WHEREAS, Kwik Trip has proposed to build a new 7,412 sq. ft. commercial convenience store and truck stop, which contemplates the construction of certain traffic control improvements to be made to the intersection of N. 32<sup>nd</sup> Street/Willow Creek Court and Iowa HWY 122; and

WHEREAS, Kwik Trip proposes to hire 10 FTE and 20 part-time positions, with a total construction cost of the project estimated at \$7,000,000 and a new tax base for property tax purposes of not less than \$1.5 million; and

WHEREAS, the Traffic Improvement Analysis prepared by Snyder & Associates consulting engineers and endorsed by the Iowa DOT has identified items such as the need to provide traffic control improvements that would mitigate and improve traffic safety related to the proposed project; and

WHEREAS, Kwik Trip has committed to undertake and complete such improvements in 2015; NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLEAR LAKE, IOWA:

SECTION 1. The City Council approves the negotiation and execution of a Development Agreement for the Kwik Star Project.

SECTION 2. The Mayor and City Clerk are authorized to execute the Agreement in accordance with this Resolution. A copy of the Agreement, in substantially final form, is attached to this Resolution as "Exhibit A." The final agreement shall be filed with this Resolution upon execution.

SECTION 3. This Resolution shall be effective immediately upon its passage and approval as provided by law.

PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Nelson P. Crabb, Mayor

Attest:

\_\_\_\_\_  
Jennifer Larsen, City Clerk

DEVELOPMENT AGREEMENT  
BETWEEN  
THE CITY OF CLEAR LAKE, IOWA  
AND  
KWIK TRIP, INC  
TRAFFIC SIGNAL WILLOW CREEK COURT/N. 32<sup>ND</sup> ST.  
& IOWA HWY 122

This Agreement ("Agreement") is entered into this \_\_ day of 2015, by and between the City of Clear Lake (the "City"), a political subdivision of the State of Iowa and KWIK TRIP INC. ("Kwik Trip").

Kwik Trip Inc. is the fee simple and sole owner of certain real property, known locally and described as: Kwik Star #223 and proposes a property development project, consisting of a convenience store and truck center near the intersection of Willow Creek Court/N.32<sup>nd</sup> Street and Iowa HWY 122 in the City of Clear Lake (the "Intersection").

Chapter 403 of the Code of Iowa authorizes cities to establish Urban Renewal Areas and to undertake economic development projects.

The City has established the Clear Lake Consolidated Urban Renewal Area, and has adopted a tax increment ordinance for the Urban Renewal Area.

In May, 2014, the City, following notice and hearing, in accordance with Iowa law amended the Clear Lake Consolidated Urban Renewal Area Plan (Amendment #2) to recognize the proposed Kwik Trip development project.

Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives, and other financial assistance to or for the benefit or promotion of private development within the City.

The City Planning & Zoning Commission considered the proposed site plan for the Development project and granted its approval on April 21, 2015.

Kwik Trip commissioned a traffic study prepared by Snyder & Associates Consulting Engineers demonstrating that a traffic signal, intersection improvements, and other roadway modifications are warranted at the Intersection, in part based upon the proposed Kwik Trip development project.

For the benefit of the citizens of the City of Clear Lake, the safety of the driving public, and Kwik Trip and its development, the parties determined that the installation of a traffic signal, intersection improvements, and other roadway modifications at the Intersection are feasible, cost effective, and mutually beneficial.

The City and Kwik Trip propose to collaborate in designing an appropriate traffic signal, intersection improvements, and other roadway modifications consistent with City design standards and all other applicable regulations at the Intersection.

The parties additionally propose to share in the cost of construction and construction engineering for the installation of the traffic signal, intersection improvements, and other roadway modifications at the Intersection in accordance with plans to be approved by the City (the "Project").

NOW, THEREFORE, be it agreed between the parties as follows:

1. The City and Kwik Trip will share in the actual cost of installation and construction, including construction engineering, for a traffic signal, intersection improvements, and other roadway modifications at the Intersection in accordance with plans and specifications to be subject to City Council approval. Each party shall contribute financially on a 50/50 cost-share up to a total project cost of not to exceed \$500,000. The City contribution shall be capped at a not to exceed \$250,000 for the Project in its entirety. If actual Project costs are less than the estimated amount set forth herein, the City and Kwik Trip project costs shall be reduced accordingly.
2. The estimated cost of the proposed improvements, dated April 30, 2015, is shown on Exhibit "A" attached hereto and made a part hereof as follows:
  - a. Construction cost estimate
  - b. Construction engineering
3. Following completion of the construction of the proposed improvements and acceptance by the City Council, the Project will be under the jurisdiction of the City and will be operated and maintained by the City at the City's expense.
4. Kwik Trip shall be responsible for all costs associated with the Project in excess of \$250,000. The City shall be invoiced by Kwik Trip based upon actual invoices submitted by its consultant and contractors and copies of such shall be included with requests for cost-share reimbursements. The City shall have the authority to approve or deny pay requests or requests for additional costs within its sole reasonable discretion. Payments subject to approval by the City shall be made within 30-days of the invoice date. Kwik Trip shall make all invoices and accountings for the project available for review by the City.
5. The Project is expected to be awarded and substantially completed during the 2015 construction season. The tentative Project construction schedule is attached hereto and made a part hereof as Exhibit "B". Failure to complete the Project as stipulated will be cause for the City to terminate the Agreement.
6. The City and its authorized agents and employees are hereby granted rights to enter onto lands owned by Kwik Trip for purposes of performing and inspecting work in connection with the Project.

7. Kwik Trip will be responsible for securing design work and for the bidding of the Project.
8. Kwik Trip shall secure all permits from the Iowa DOT for the Project and the City agrees to sign permit applications, if necessary. For the improvements as contemplated herein. If, for any reason, permits cannot be obtained, this Agreement shall terminate and be of no further force or effect.
9. Job Creation. Kwik Trip Inc. agrees to create and maintain 10 full-time equivalent employees and 20 part-time positions not less than five (5) years from the date the Improvements are accepted by the City Council.
10. Minimum Taxable Valuation. The Parties agree to enter into a Minimum Assessed Value Agreement for purposes of property tax payments of not less than a value of \$1,500,000 net taxable value for not less than 7 years from the date the improvements are accepted by the City.
11. General Provisions:

- a. Entire Agreement. This Agreement represents the entire Contract between Kwik Trip and the City. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- b. Governing Law. This Contract shall be governed by the laws of the State of Iowa.
- c. Assignment. Neither party shall assign this Contract or any part thereof without the written consent of the other party. This Contract shall be binding on the parties, their successors, assigns and legal representatives.
- d. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. Kwik Trip and the City agree that no private party or parties will be allowed to hold sway or influence, in any way, over Kwik Trip's performance of the work.
- e. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:

Kwik Trip:

City:

- f. Changes. Any changes in the provisions of this Contract must be in writing and signed by Kwik Trip and the City.
- g. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Clear Lake, Cerro Gordo County, Iowa.

Kwik Trip:

KWIK TRIP, INC.  
ATTN: LEGAL DEPARTMENT  
1626 OAK STREET  
LA CROSSE WI 54603

City:

CITY OF CLEAR LAKE  
ATTN: SCOTT FLOYD, CITY ADMINISTRATOR  
15 N. 6TH STREET  
CLEAR LAKE, IA 50428

- f. Changes. Any changes in the provisions of this Contract must be in writing and signed by Kwik Trip and the City.
- g. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Clear Lake, Cerro Gordo County, Iowa.

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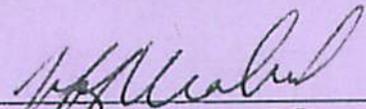
IN WITNESS WHEREOF, Kwik Trip and the City have executed this Contract as of the date first listed above.

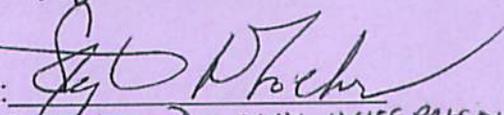
**FOR THE CITY:**

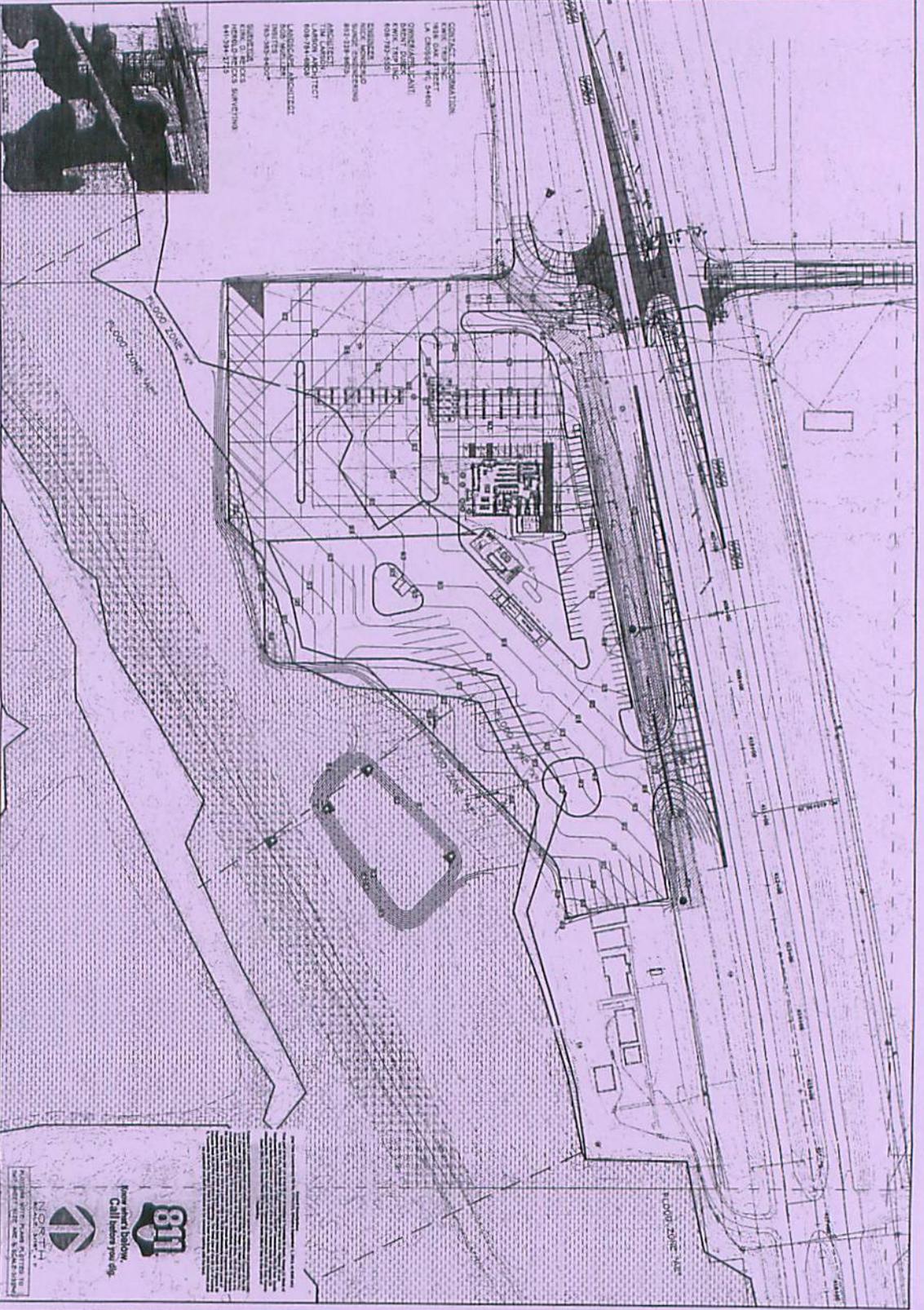
By: \_\_\_\_\_  
Nelson P. Crabb, Mayor

Attest: \_\_\_\_\_  
Jennifer Larsen, City Clerk

**FOR KWIK TRIP, INC.**

By:   
JEFFREY WILDER, CFO

Attest:   
STEPHEN D. LOGAN, VICE PRESIDENT



CONTACT INFORMATION:  
 Kwik Trip, Inc.  
 14000 W. 24th St.  
 Omaha, NE 68130  
 PHONE: (402) 426-2107  
 FAX: (402) 426-2107  
 PROJECT:  
 Kwik Trip, Inc.  
 14000 W. 24th St.  
 Omaha, NE 68130  
 PHONE: (402) 426-2107  
 FAX: (402) 426-2107  
 ARCHITECT:  
 LARSON ARCHITECT  
 1400 W. 19th St.  
 Des Moines, IA 50319  
 PHONE: (515) 281-4400  
 FAX: (515) 281-4400  
 ENGINEER:  
 HENRIK PEDERSEN SURVEYING  
 8411 24th St.  
 Des Moines, IA 50319  
 PHONE: (515) 281-2715  
 FAX: (515) 281-2715

811  
 Call before you dig.  
 NORTH  
 Call before you dig.  
 Call before you dig.  
 Call before you dig.

 <b>Kwik</b> <b>TRIP</b> STORES	 <b>Kwik</b> <b>Star</b> STORES	 <b>INSITES</b> 2375 W. 19th St. Des Moines, IA 50319 PHONE: (515) 281-4400 FAX: (515) 281-4400	 <b>Kwik TRIP, Inc.</b> P.O. BOX 2927 14000 OAK STREET OMAHA, NE 68130 PH. (402) 426-2107 FAX (402) 426-2107	CONVENIENCE STORE 223 CLEAR LAKE, IOWA	DRAWING BY: [ ] CHECKED BY: [ ] DATE: 11/02/11 SHEET: SP1
				SO. [ ] EAST [ ] WEST [ ] NORTH [ ]	

# VEENSTRA & KIMM, INC.

• Consulting Engineering

Stone Creek Office Building  
2800 Fourth Street, Suite 9  
Mason City, Iowa 50401  
Ph: 641-421-8008 Fax: 641-380-0313



City of Clear Lake

## APPLICATION FOR PAYMENT NO. 6

Date: May 11, 2015

<b>Project Title:</b> North Shore Drive STP Street Reconstruction Project STP-U-1372(619)-70-17 <b>Original Contract Amount:</b> \$2,331,187.78 <b>Contract Date:</b> March 3, 2014	<b>Contractor:</b> Wicks Construction, Inc.  <b>Pay Period:</b> December 6, 2014 - May 2, 2015
--	--

Item Number	Item Code	Item	Unit	Contract		Contract Prices		Quantity	Value
				Quantity	Unit Price	Extended Price	Completed	Completed	
1	2101-0850002	CLEARING AND GRUBBING	UNIT	383	\$15.00	\$5,745.00	198.8	\$2,982.00	
2	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	2,641.00	\$10.00	\$26,410.00	2,819	\$28,190.00	
3	2105-8425005	TOPSOIL, FURNISH AND SPREAD	CY	352.0	\$15.00	\$5,280.00	0	\$0.00	
4	2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	469	\$12.00	\$5,628.00	0	\$0.00	
5	2107-0875000	COMPACTION WITH MOISTURE AND DENSITY CONTROL	CY	2,464.00	\$1.00	\$2,464.00	2,464	\$2,464.00	
6	2113-0001100	SUBGRADE STABILIZATION MATERIAL, POLYMER GRID	SY	3,666.00	\$2.05	\$7,515.30	3,653	\$7,488.65	
7	2115-0100000	MODIFIED SUBBASE	CY	2,704.00	\$35.00	\$94,640.00	2,882	\$100,870.00	
8	2123-7450020	SHOULDER FINISHING, EARTH	STA	38.78	\$138.00	\$5,351.64	0	\$0.00	
9	2126-8275058	RECLAIMING PRESENT SURFACING MATERIAL	CY	1,000.00	\$8.68	\$8,680.00	885	\$7,681.80	
10	2214-5145150	PAVEMENT SCARIFICATION	SY	121	\$12.25	\$1,482.25	110.2	\$1,349.95	
11	2301-1033070	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 7 IN.	SY	14,302.00	\$41.15	\$588,527.30	9,072	\$373,312.80	
12	2301-6911722	PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	LS	1	\$2,000.00	\$2,000.00	0%	\$0.00	
13	2303-0101000	HOT MIX ASPHALT MIXTURE, WEDGE, LEVELING OR STRENGTHENING COURSE	SY	121	\$18.10	\$2,190.10	110.2	\$1,994.62	
14	2304-0101000	TEMPORARY PAVEMENT	SY	565.3	\$42.65	\$24,110.05	0	\$0.00	
15	2312-8260051	GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE	TON	1,900.00	\$15.50	\$29,450.00	2,222.51	\$34,448.91	
16	2402-0425031	GRANULAR BACKFILL	TON	600	\$12.50	\$7,500.00	17.77	\$222.13	
17	2435-0130148	MANHOLE, SANITARY SEWER, SW-301, 48 IN.	EACH	5	\$4,065.00	\$20,325.00	5	\$20,325.00	
18	2435-0140148	MANHOLE, STORM SEWER, SW-401, 48 IN.	EACH	1	\$2,800.00	\$2,800.00	1	\$2,800.00	
19	2435-0140172	MANHOLE, STORM SEWER, SW-401, 72 IN.	EACH	2	\$4,900.00	\$9,800.00	2	\$9,800.00	
20	2435-0250100	INTAKE, SW-501	EACH	22	\$2,600.00	\$57,200.00	22	\$57,200.00	
21	2435-0250300	INTAKE, SW-503	EACH	2	\$3,500.00	\$7,000.00	2	\$7,000.00	
22	2435-0250800	INTAKE, SW-508	EACH	1	\$3,000.00	\$3,000.00	1	\$3,000.00	
23	2435-0600010	MANHOLE ADJUSTMENT, MINOR	EACH	8	\$750.00	\$6,000.00	7	\$5,250.00	

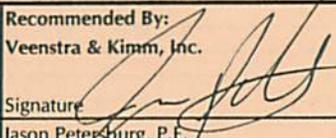
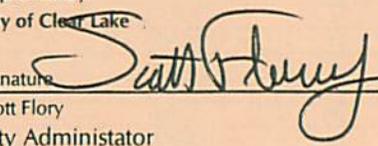
Item Number	Item Code	Item	Unit	Contract			Contract Prices		Quantity	Value
				Quantity	Unit Price	Extended Price	Completed	Completed		
24	2435-0600020	MANHOLE ADJUSTMENT, MAJOR	EACH	3	\$2,500.00	\$7,500.00		3	\$7,500.00	
25	2435-0600110	INTAKE ADJUSTMENT, MINOR	EACH	7	\$500.00	\$3,500.00		5	\$2,500.00	
26	2435-0700010	CONNECTION TO EXISTING MANHOLE	EACH	2	\$500.00	\$1,000.00		2	\$1,000.00	
27	2502-8212306	SUBDRAIN, STANDARD, PERFORATED, 6 IN., AS PER PLAN	LF	3,715.90	\$10.50	\$39,016.95		3,753.5	\$39,411.75	
28	2502-8212308	SUBDRAIN, STANDARD, PERFORATED, 8 IN., AS PER PLAN	LF	401	\$15.00	\$6,015.00		408	\$6,120.00	
29	2502-8220193	SUBDRAIN OUTLET (RF-19C)	EACH	26	\$75.00	\$1,950.00		26	\$1,950.00	
30	2502-8221006	SUBDRAIN RISER, 6 IN., AS PER PLAN	EACH	3	\$250.00	\$750.00		4	\$1,000.00	
31	2502-8221008	SUBDRAIN RISER, 8 IN., AS PER PLAN	EACH	2	\$350.00	\$700.00		2	\$700.00	
32	2503-0111018	STORM SEWER GRAVITY MAIN, TRENCHED, HIGH DENSITY POLYETHYLENE PIPE (HDPE), 18 IN.	LF	62.5	\$33.00	\$2,062.50		42	\$1,386.00	
33	2503-0114212	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 12 IN.	LF	20	\$40.00	\$800.00		0	\$0.00	
34	2503-0114215	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 15 IN.	LF	1,140.00	\$39.00	\$44,460.00		1,142	\$44,538.00	
35	2503-0114218	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 18 IN.	LF	99	\$46.00	\$4,554.00		99	\$4,554.00	
36	2503-0116229	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE ARCH PIPE (RCAP), 2000D (CLASS A-III), 29 IN. X 18 IN.	LF	356	\$63.00	\$22,428.00		361	\$22,743.00	
37	2503-0116237	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE ARCH PIPE (RCAP), 2000D (CLASS A-III), 37 IN. X 23 IN.	LF	43.5	\$90.00	\$3,915.00		56	\$5,040.00	
38	2503-0200036	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	LF	323	\$15.00	\$4,845.00		333	\$4,995.00	
39	2504-0114008	SANITARY SEWER GRAVITY MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.	LF	566	\$41.00	\$23,206.00		558	\$22,878.00	
40	2504-0114010	SANITARY SEWER GRAVITY MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 10 IN.	LF	20	\$50.00	\$1,000.00		3	\$150.00	
41	2504-0114012	SANITARY SEWER GRAVITY MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.	LF	1,508.00	\$45.00	\$67,860.00		1,505	\$67,725.00	
42	2504-0200406	SANITARY SEWER SERVICE STUB, POLYVINYL CHLORIDE PIPE (PVC), 6 IN.	LF	1,887	\$41.00	\$77,367.00		1,678	\$68,798.00	
43	2504-0200408	SANITARY SEWER SERVICE STUB, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.	LF	33	\$41.00	\$1,353.00		24	\$984.00	
44	2504-0320300	SANITARY SEWER CLEANOUT, SW-203	EACH	6	\$440.00	\$2,640.00		7	\$3,080.00	
45	2510-6745850	REMOVAL OF PAVEMENT	SY	14,741.60	\$5.50	\$81,078.80		14,645.6	\$80,550.80	
46	2510-6750600	REMOVAL OF INTAKES AND UTILITY ACCESSES	EACH	19	\$350.00	\$6,650.00		19	\$6,650.00	
47	2511-6745900	REMOVAL OF SIDEWALK	SY	1,643.30	\$4.00	\$6,573.20		1663.8	\$6,655.20	
48	2511-7526004	SIDEWALK, P.C. CONCRETE, 4 IN.	SY	1,647.10	\$45.00	\$74,119.50		210.3	\$9,463.50	
49	2511-7526006	SIDEWALK, P.C. CONCRETE, 6 IN.	SY	408.6	\$48.00	\$19,612.80		222.2	\$10,665.60	
50	2511-7528101	DETECTABLE WARNINGS	SF	564	\$40.00	\$22,560.00		200	\$8,000.00	
51	2512-1725256	CURB AND GUTTER, P.C. CONCRETE, 2.5 FT.	LF	104	\$25.00	\$2,600.00		91	\$2,275.00	
52	2515-2475006	DRIVEWAY, P.C. CONCRETE, 6 IN.	SY	714.1	\$43.50	\$31,063.35		0	\$0.00	
53	2515-2475007	DRIVEWAY, P.C. CONCRETE, 7 IN.	SY	116.9	\$47.00	\$5,494.30		0	\$0.00	
54	2515-6745600	REMOVAL OF PAVED DRIVEWAY	SY	1,209.20	\$5.00	\$6,046.00		1209.2	\$6,046.00	
55	2518-6910000	SAFETY CLOSURE	EACH	30	\$100.00	\$3,000.00		28	\$2,800.00	
56	2523-0000310	HANDHOLES AND JUNCTION BOXES	EACH	2	\$500.00	\$1,000.00		0	\$0.00	
57	2523-0000400	CONTROL CABINET	EACH	1	\$24,500.00	\$24,500.00		0	\$0.00	
58	2527-9263137	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH	10	\$299.50	\$2,995.00		0	\$0.00	
59	2528-8445110	TRAFFIC CONTROL	LS	1	\$7,450.00	\$7,450.00		100%	\$7,450.00	
60	2533-4980005	MOBILIZATION	LS	1	\$150,000.00	\$150,000.00		100%	\$150,000.00	
61	2552-0000210	TRENCH FOUNDATION	TON	300	\$1.00	\$300.00		0	\$0.00	
62	2552-0000300	TRENCH COMPACTION TESTING	LS	1	\$6,000.00	\$6,000.00		75%	\$4,500.00	
63	2554-0114004	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 4 IN.	LF	40	\$50.00	\$2,000.00		27	\$1,350.00	
64	2554-0114006	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 6 IN.	LF	20	\$50.00	\$1,000.00		4	\$200.00	
65	2554-0114008	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.	LF	460	\$37.00	\$17,020.00		440.5	\$16,298.50	
66	2554-0114010	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 10 IN.	LF	268	\$41.00	\$10,988.00		209.5	\$8,589.50	
67	2554-0114012	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.	LF	1,880	\$44.00	\$82,720.00		1,822.5	\$80,190.00	
68	2554-0124012	WATER MAIN, TRENCHLESS, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.	LF	485	\$93.00	\$45,105.00		485	\$45,105.00	

Item Number	Item Code	Item	Unit	Contract		Contract Prices		Quantity		Value Completed
				Quantity	Unit Price	Extended Price	Completed	Completed		
99	2554-0203000	FITTINGS BY WEIGHT, DUCTILE IRON	LB	3,288	\$7.75	\$25,482.00		2,597		\$20,126.75
70	2554-0207006	VALVE, GATE, DIP, 6 IN.	EACH	1	\$800.00	\$800.00		0		\$0.00
71	2554-0207008	VALVE, GATE, DIP, 8 IN.	EACH	5	\$1,100.00	\$5,500.00		5		\$5,500.00
72	2554-0207010	VALVE, GATE, DIP, 10 IN.	EACH	2	\$1,600.00	\$3,200.00		2		\$3,200.00
73	2554-0207012	VALVE, GATE, DIP, 12 IN.	EACH	8	\$2,050.00	\$16,400.00		8		\$16,400.00
74	2554-0210201	FIRE HYDRANT ASSEMBLY, WM-201	EACH	8	\$4,300.00	\$34,400.00		8		\$34,400.00
75	2555-0000010	DELIVER AND STOCKPILE SALVAGED MATERIALS	LS	1	\$12,000.00	\$12,000.00		1		\$12,000.00
76	2599-9999005	Corporation Stop, 1"	EACH	1	\$300.00	\$300.00		2		\$600.00
77	2599-9999005	Corporation Stop, 1-1/2"	EACH	1	\$500.00	\$500.00		0		\$0.00
78	2599-9999005	Corporation Stop, 2"	EACH	1	\$600.00	\$600.00		2		\$1,200.00
79	2599-9999005	Corporation Stop, 3/4"	EACH	44	\$335.00	\$14,740.00		45		\$15,075.00
80	2599-9999005	C-Type Connection	EACH	1	\$1,000.00	\$1,000.00		1		\$1,000.00
81	2599-9999005	Curb Stop & Box, 1"	EACH	1	\$200.00	\$200.00		2		\$400.00
82	2599-9999005	Curb Stop & Box, 1-1/2"	EACH	1	\$400.00	\$400.00		0		\$0.00
83	2599-9999005	Curb Stop & Box, 2"	EACH	1	\$500.00	\$500.00		2		\$1,000.00
84	2599-9999005	Curb Stop & Box, 3/4"	EACH	42	\$160.00	\$6,720.00		43		\$6,880.00
85	2599-9999005	Inlet Protection	EACH	50	\$125.00	\$6,250.00		29		\$3,625.00
86	2599-9999005	Lighting Pole Foundation	EACH	22	\$600.00	\$13,200.00		0		\$0.00
87	2599-9999005	Relocate Site Seeing Binoculars	EACH	2	\$750.00	\$1,500.00		0		\$0.00
88	2599-9999005	Sanitary Sewer Wye, 10" x 6"	EACH	2	\$400.00	\$800.00		0		\$0.00
89	2599-9999005	Sanitary Sewer Wye, 12" x 6"	EACH	51	\$480.00	\$24,480.00		44		\$21,120.00
90	2599-9999005	Sanitary Sewer Wye, 12" x 8"	EACH	1	\$750.00	\$750.00		1		\$750.00
91	2599-9999005	Sanitary Sewer Wye, 8" x 6"	EACH	2	\$325.00	\$650.00		11		\$3,575.00
92	2599-9999005	Yard Hydrant Relocation	EACH	1	\$1,000.00	\$1,000.00		1		\$1,000.00
93	2599-9999009	Electrical Circuit, (1-A1&1-B1, 1-A2&1-B2, 1-A3&1-B3, 1-A4&1-B4)	LF	6,000.00	\$10.00	\$60,000.00		0		\$0.00
94	2599-9999009	Electrical Circuit, (1-A5&1-B5, 1-A6&1-B6)	LF	1,200.00	\$9.00	\$10,800.00		0		\$0.00
95	2599-9999009	Paver Edge Restraint	LF	790	\$25.00	\$19,750.00		753.5		\$18,837.50
96	2599-9999009	Railbed Removal	LF	750	\$20.00	\$15,000.00		750		\$15,000.00
97	2599-9999009	Water Service, Copper, 1"	LF	57	\$30.00	\$1,710.00		122		\$3,660.00
98	2599-9999009	Water Service, Copper, 1-1/2"	LF	25.9	\$35.00	\$906.50		0		\$0.00
99	2599-9999009	Water Service, Copper, 2"	LF	9.5	\$80.00	\$760.00		14		\$1,120.00
00	2599-9999009	Water Service, Copper, 3/4"	LF	1,542.80	\$28.00	\$43,198.40		1254		\$35,112.00
01	2599-9999014	Brick Paver Sidewalk	SF	3,180	\$13.00	\$41,340.00		3,263.5		\$42,425.50
02	2599-9999014	PCC Crosswalk, Colored & Stamped, 7"	SF	1,769	\$11.00	\$19,459.00		1,663.8		\$18,301.80
03	2599-9999014	PCC Paver Base, 5"	SF	3,180	\$5.00	\$15,900.00		3,257.5		\$16,287.50
04	2599-9999014	Removal of Brick Pavers	SF	135	\$10.00	\$1,350.00		135		\$1,350.00
05	2599-9999018	Bike Lane, PCC, 5" Colored	SY	198	\$95.00	\$18,810.00		265.4		\$25,213.00
06	2601-2634105	MULCHING, BONDED FIBER MATRIX	ACRE	0.8	\$4,900.00	\$3,920.00		0.09		\$441.00
07	2601-2636044	SEEDING AND FERTILIZING (URBAN)	ACRE	0.8	\$2,350.00	\$1,880.00		0.09		\$211.50
08	2601-2639010	SODDING	SQ	379.8	\$95.80	\$36,384.84		0		\$0.00
09	2602-0000309	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.	LF	750	\$2.50	\$1,875.00		720		\$1,800.00
10	2602-0000350	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	750	\$1.00	\$750.00		720		\$720.00
11	2602-0010020	MOBILIZATIONS, EMERGENCY EROSION CONTROL	EACH	10	\$1,000.00	\$10,000.00		0		\$0.00
12	2610-0000212	MULCH, SHREDDED BARK	CY	4	\$78.75	\$315.00		0		\$0.00
13	2611-0000200	TREES, FURNISHED AND INSTALLED (WITH WARRANTY)	EACH	14	\$415.00	\$5,810.00		0		\$0.00
				TOTAL STP-U-1372(619)-70-17		\$2,331,187.78				\$1,748,553.26

**SUMMARY**

		Contract Price STP-U-1372(619)-70-17	Total Value Completed STP-U-1372(619)-70-17
	Original Contract Price	\$ 2,331,187.78	\$ 1,748,553.26
Approved Change Orders (list each)			
	Revised Contract Price	\$ 2,331,187.78	\$ 1,748,553.26
	Materials Stored		\$ -
	Value of Completed Work and Materials Stored		\$ 1,748,553.26
	Less Retained Percentage (3%) (\$30,000 Maximum)		\$ 30,000.00
	Net Amount Due This Estimate		\$ 1,718,553.26
Less Estimate(s) Previously Approved	No.1	\$ 163,402.60	
	No.2	\$ 168,054.96	
	No.3	\$ 303,830.75	
	No.4	\$ 456,212.16	
	No.5	\$ 312,073.73	
	No.6		
		Total Previously Approved	\$ 1,401,574.20
Percent Complete	75.0%	Amount Due This Estimate	\$ 314,979.06

The amount \$ 314,979.06 is recommended for approval for payment in accordance with the terms of the contract.

Quantities Complete Reviewed By: Wicks Construction, Inc.	Recommended By: Veenstra & Kimm, Inc.	Approved By: City of Clear Lake
signature	Signature 	Signature 
David Clark Project Manager	Jason Petersburg, P.E. Project Engineer	Scott Flory City Administrator
Title	Title	Title
Date	Date 5-13-15	Date 5-18-15

# VEENSTRA & KIMM, INC.

Consulting Engineering

Stone Creek Office Building  
2800 Fourth Street, Suite 9  
Mason City, Iowa 50401  
Ph: 641-421-0008 Fax: 641-380-0313

City of Clear Lake

Date: May 11, 2015

Project Title: North Shore Drive STP Street Reconstruction Project

STP-U-1372(619)-70-17

Original Contract Amount: \$2,331,187.78

Contract Date: March 3, 2014

Contractor: Wicks Construction, Inc.

Pay Period: December 6, 2014 - May 2, 2015

## APPLICATION FOR PAYMENT NO. 6



Item Number	Item Code	Item	Unit	Division 1		Division 2		Contract Prices		Quantity Complete			Value Completed	
				Fed Aid Part	Non-Part	Fed Aid Part	Non-Part	Unit Price	Extended Price	Fed Aid Part	Non-Part	Division 1	Division 2	Total
2101-0010002		CLEARING AND GRUBBING	383											
2102-2210070		EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	2,641.00				\$15.00	\$5,245.00	198.8				\$2,982.00
2105-8425005		TOPSOIL, FURNISH AND SPREAD	CY	303.1	48.9			\$15.00	\$5,200.00	2819				\$28,190.00
2105-8425015		TOPSOIL STRIP, SALVAGE AND SPREAD	CY	469				\$12.00	\$5,628.00					\$0.00
2105-0875000		COMPACTION WITH MOISTURE AND DENSITY CONTROL	CY	2,464.00				\$12.00	\$2,956.80	2464				\$2,464.00
2113-0003100		SUBGRADE STABILIZATION MATERIAL, POLYMER GRID	SY	3,666.00				\$2.05	\$7,515.30	3,653				\$7,488.65
2113-0003100		SUBGRADE STABILIZATION MATERIAL, POLYMER GRID	SY	2,596.10	107.9			\$35.00	\$94,640.00	2,774.1	107.9			\$31,776.50
2123-7450000		SHOULDER FINISHING, EARTH	STA	38.78				\$138.00	\$5,351.64					\$0.00
2126-8275058		RECLAIMING, PRESENT SURFACING MATERIAL	CY	1,000.00				\$8.68	\$8,680.00		885			\$7,681.80
2214-5141510		PAVEMENT SCARIFICATION	SY	121				\$12.25	\$1,482.25		110.2			\$1,349.95
2301-1033070		STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 7 IN.	SY	14,206.00	96.00	14,302.00		\$41.15	\$588,527.30	9,072				\$373,312.80
2301-6911222		PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	LS	1				\$2,000.00	\$2,000.00					\$0.00
2303-0101000		HOT MIX ASPHALT MIXTURE, WEDGE, LEVELING OR STRENGTHENING COURSE	SY	121				\$18.10	\$2,190.10		110.2			\$1,994.62
2304-0101000		TEMPORARY PAVEMENT	SY	565.3				\$42.65	\$24,110.05		0			\$0.00
2312-8760051		GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE	TON	1,900.00				\$15.50	\$29,550.00		2222.51			\$34,448.91
2402-0425031		GRANULAR BACKFILL	TON	600				\$12.50	\$7,500.00		17.77			\$222.13
2402-0425031		GRANULAR BACKFILL	EACH	5				\$4,065.00	\$20,325.00		5			\$20,325.00
2435-0130148		MANHOLE, SANITARY SEWER, SW-301, 48 IN.	EACH	1				\$2,800.00	\$2,800.00		1			\$2,800.00
2435-0140148		MANHOLE, STORM SEWER, SW-401, 48 IN.	EACH	2				\$4,900.00	\$9,800.00		2			\$9,800.00
2435-0140172		MANHOLE, STORM SEWER, SW-401, 72 IN.	EACH	22				\$2,600.00	\$57,200.00		22			\$57,200.00
2435-0250100		INTAKE, SW-501	EACH	2				\$3,500.00	\$7,000.00		2			\$7,000.00
2435-0250100		INTAKE, SW-503	EACH	1				\$3,000.00	\$3,000.00		1			\$3,000.00
2435-0250800		INTAKE, SW-508	EACH	8				\$750.00	\$6,000.00		7			\$5,250.00
2435-0600010		MANHOLE ADJUSTMENT, MINOR	EACH	3				\$2,500.00	\$7,500.00		3			\$7,500.00
2435-0600010		MANHOLE ADJUSTMENT, MAJOR	EACH	3				\$5,000.00	\$15,000.00		3			\$15,000.00
2435-0600010		MANHOLE ADJUSTMENT, MAJOR	EACH	2				\$5,000.00	\$10,000.00		2			\$10,000.00
2502-8212306		CONNECTION TO EXISTING MANHOLE	LF	3,303.10	412.80	3,715.90		\$10.50	\$39,016.95	3303.7	448.8			\$34,688.85
2502-8212308		SUBDRAIN, STANDARD, PERFORATED, 6 IN., AS PER PLAN	LF	401				\$15.00	\$6,015.00	408				\$6,120.00
2502-8212308		SUBDRAIN, STANDARD, PERFORATED, 8 IN., AS PER PLAN	LF	26				\$75.00	\$1,950.00	26				\$1,950.00
2502-8212308		SUBDRAIN, STANDARD, PERFORATED, 8 IN., AS PER PLAN	LF	26				\$75.00	\$1,950.00	26				\$1,950.00
2502-8212306		SUBDRAIN RISER, 6 IN., AS PER PLAN	EACH	2				\$350.00	\$700.00		2			\$700.00
2502-8212306		SUBDRAIN RISER, 8 IN., AS PER PLAN	EACH	2				\$350.00	\$700.00		2			\$700.00
2502-8212308		SUBDRAIN RISER, 8 IN., AS PER PLAN	EACH	2				\$330.00	\$660.00		2			\$660.00
2503-0111018		STORM SEWER GRAVITY MAIN, TRENCHED, HIGH DENSITY POLYETHYLENE PIPE (HDPE), 18 IN.	LF	62.5				\$33.00	\$2,062.50	42				\$1,386.00
2503-0111421		STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 20000 (CLASS III), 12 IN.	LF	20				\$40.00	\$800.00	0				\$0.00
2503-0111421		STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 20000 (CLASS III), 15 IN.	LF	1,140.00				\$39.00	\$44,460.00	1142				\$44,538.00
2503-0111421		STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 20000 (CLASS III), 18 IN.	LF	99				\$46.00	\$4,554.00	99				\$4,554.00
2503-0116229		STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE ARCH PIPE (RCP), 20000 (CLASS AIII), 29 IN. X 18 IN.	LF	356				\$63.00	\$22,428.00	361				\$22,743.00
2503-0116237		STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE ARCH PIPE (RCP), 20000 (CLASS AIII), 37 IN. X 23 IN.	LF	43.5				\$90.00	\$3,915.00	56				\$5,040.00

Item Number	Item Code	Item	Unit	Division 1		Division 2		Contract Prices		Quantity Complete		Value Completed		Total Value Completed
				Fed Aid Part	Non-Part	Fed Aid Part	Non-Part	Unit Price	Extended Price	Fed Aid Part	Non-Part	Fed Aid Part	Non-Part	
8	2504-0200036	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	LF	323		323		\$15.00	\$4,845.00		333		\$4,995.00	\$4,995.00
9	2504-0114008	SANITARY SEWER GRAVITY MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.	LF		566		566	\$41.00	\$23,206.00			558	\$0.00	\$22,878.00
10	2504-0114010	SANITARY SEWER GRAVITY MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 10 IN.	LF		20		20	\$50.00	\$1,000.00			3	\$0.00	\$150.00
11	2504-0114012	SANITARY SEWER GRAVITY MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.	LF		1,508.00		1,508	\$45.00	\$67,860.00			1,505	\$0.00	\$67,725.00
12	2504-0200406	SANITARY SEWER SERVICE STILL, POLYVINYL CHLORIDE PIPE (PVC), 6 IN.	LF		1,887		1,887	\$41.00	\$77,367.00			1,678	\$0.00	\$69,798.00
13	2504-0200408	SANITARY SEWER SERVICE STILL, POLYVINYL CHLORIDE PIPE (PVC), 6 IN.	LF		33		33	\$41.00	\$1,353.00			24	\$0.00	\$984.00
14	2504-0320300	SANITARY SEWER CLEANOUT, SW-203	EACH		6		6	\$440.00	\$2,640.00			7	\$0.00	\$3,080.00
15	2310-0243850	REMOVAL OF PAVEMENT	SY	14,645.60	96.00	14,741.60		\$5.50	\$81,076.80		14,645.6		\$80,550.80	\$80,550.80
16	2510-0250600	REMOVAL OF INTAKES AND UTILITY ACCESSSES	EACH		10		10	\$6,650.00	\$66,500.00			9	\$0.00	\$66,500.00
17	2511-0243900	REMOVAL OF SIDEWALK	SY	1,605.00	38.30	1,643.30		\$4.00	\$6,573.20			1605	\$0.00	\$6,573.20
18	2511-0256004	SIDEWALK, P.C. CONCRETE, 4 IN.	SY	1,644.70	2.40	1,647.10		\$45.00	\$74,119.50			151.5	\$0.00	\$6,855.20
19	2511-0256006	SIDEWALK, P.C. CONCRETE, 6 IN.	SY	408.6		408.6		\$48.00	\$19,619.88			222.2	\$0.00	\$7,646.00
20	2511-0258101	DETECTABLE WARNINGS	SF	564		564		\$40.00	\$22,560.00			200	\$0.00	\$8,000.00
21	2512-0252556	CURB AND GUTTER, P.C. CONCRETE, 2.5 FT.	LF	104		104		\$25.00	\$2,600.00			91	\$0.00	\$2,275.00
22	2512-0252556	CURB AND GUTTER, P.C. CONCRETE, 2.5 FT.	LF	675.9	38.2	714.1		\$43.50	\$31,063.35			50	\$0.00	\$2,275.00
23	2515-02475007	DRIVEWAY, P.C. CONCRETE, 6 IN.	SY	116.9		116.9		\$47.00	\$5,494.30			38.2	\$0.00	\$1,991.00
24	2515-02475007	DRIVEWAY, P.C. CONCRETE, 7 IN.	SY	1,171.00	38.20	1,209.20		\$5.00	\$6,046.00			26	\$0.00	\$1,991.00
25	2518-024910000	REMOVAL OF PAVED DRIVEWAY	SY					\$5.00	\$6,046.00					\$6,046.00
26	2518-024910000	REMOVAL OF PAVED DRIVEWAY	SY					\$5.00	\$6,046.00					\$6,046.00
27	2520-0200010	HANDHOLES AND JUNCTION BOXES	EACH		2		2	\$1,000.00	\$2,000.00				\$0.00	\$2,000.00
28	2520-0200010	HANDHOLES AND JUNCTION BOXES	EACH		1		1	\$24,500.00	\$24,500.00				\$0.00	\$24,500.00
29	2520-02000400	CONTROL CABINET	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
30	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
31	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
32	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
33	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
34	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
35	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
36	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
37	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
38	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
39	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
40	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
41	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
42	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
43	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
44	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
45	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
46	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
47	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
48	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
49	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
50	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
51	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
52	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
53	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
54	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
55	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
56	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
57	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
58	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
59	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
60	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
61	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
62	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
63	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
64	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
65	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
66	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
67	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
68	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
69	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
70	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
71	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
72	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
73	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
74	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
75	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
76	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
77	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
78	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
79	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
80	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
81	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
82	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
83	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10		10	\$299.50	\$2,995.00				\$0.00	\$2,995.00
84	2522-026445110	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10									



**PAY ESTIMATE NO. 6 SUMMARY**

<b>CATEGORY</b>	<b>CONTRACT AMOUNT</b>	<b>TOTAL DUE</b>	<b>PERCENT COMPLETE</b>	<b>PREVIOUS PAID</b>	<b>AMOUNT DUE THIS ESTIMATE</b>
WATER	\$320,749.90	\$298,980.80	93.21%	\$298,479.30	\$501.50
SANITARY SEWER	\$228,531.00	\$214,109.04	93.69%	\$213,284.04	\$825.00
STORM SEWER	\$221,046.45	\$234,561.79	106.11%	\$232,883.29	\$1,678.50
STREET	\$1,205,572.59	\$830,872.13	68.92%	\$525,353.07	\$305,519.06
LANDSCAPING	\$71,842.84	\$3,172.50	4.42%	\$652.50	\$2,520.00
GENERAL MISCELLANEOUS	\$173,945.00	\$166,857.00	95.93%	\$162,922.00	\$3,935.00
ELECTRICAL	\$109,500.00	\$0.00	0.00%	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$2,331,187.78</b>	<b>\$1,748,553.26</b>	<b>75.01%</b>	<b>\$1,433,574.20</b>	<b>\$314,979.06</b>

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING AN ORDINANCE OF THE CITY OF CLEAR LAKE, IOWA, NOW KNOWN AS STOP OR YIELD REQUIREMENTS, CHAPTER 65 OF THE CODE OF ORDINANCES OF THE CITY OF CLEAR LAKE, IOWA, BY CHANGING THE PROVISIONS OF SECTION 65.01 TO ADD CERTAIN STOP REQUIREMENTS AND 65.04 TO DELETE YIELD REQUIREMENTS

Be It enacted By The City Council Of Clear Lake, Iowa:

SECTION 1: Section 65.01 of Chapter 65 of the Clear Lake Municipal Code is amended by adding thereto the following:

194. 2<sup>nd</sup> Avenue North. Vehicles traveling on 2<sup>nd</sup> Avenue North shall stop at North Shore Drive.

195. 3<sup>rd</sup> Avenue North. Vehicles traveling on 3<sup>rd</sup> Avenue North shall stop at North Shore Drive.

196. 4<sup>th</sup> Avenue North. Vehicles traveling on 4<sup>th</sup> Avenue N. shall stop at North Shore Drive.

SECTION 2: Section 65.04 (29, 30, & 31) of Chapter 65 of the Clear Lake Municipal Code is hereby amended by deleting the following:

29. 4<sup>th</sup> Avenue North. Vehicles traveling on 4<sup>th</sup> Avenue North shall yield at North Shore Drive.

30. 3<sup>rd</sup> Avenue North. Vehicles traveling on 3<sup>rd</sup> Avenue North shall yield at North Shore Drive.

31. 2<sup>nd</sup> Avenue North. Vehicles traveling on 2<sup>nd</sup> Avenue North shall yield at North Shore Drive.

SECTION 3: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4: In all other respects, said Chapter now known as Stop Or Yield Requirements, Chapter 65 of the Clear Lake Municipal Code shall remain in full force and effect as originally enacted.

SECTION 5: If any section, provision or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 6: This ordinance shall be in full force and effect from and after its passage, adoption and publication as provided by law.

PASSED BY THE COUNCIL the \_\_\_\_\_ day of \_\_\_\_\_, 2015 and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Nelson P. Crabb, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Larsen, City Clerk

1<sup>st</sup> reading:

2<sup>nd</sup> reading:

3<sup>rd</sup> reading:

Boards and Commissions Application



Supply Chain  
MANAGER @ Mercy

15 N 6<sup>th</sup> St \* P.O. Box 185 \* Clear Lake, IA 50428 \* 641-357-5267 (P) \* 641-357-8711 (F) \* www.cityofclearlake.com

McLeod Davin Kitzpatrick  
Last Name First Name Middle Name

Residence: 505 Pine Brooke Dr Clear Lake IA 50428  
Street Address City State Zip

Business: 619 Buddy Holly Pl Clear Lake IA 50428  
Street Address City State Zip

(249) 346 - 0241 ( ) - dmcLeod11@yahoo.com  
Home Telephone # Work/Message Telephone # E-Mail Address

Clear Lake Resident Since: 2011

Education: High School: Msgr Hackett Catholic Central (Kalamazoo, MI)  
College: University of Kentucky

Trade School or other: \_\_\_\_\_

Employment Background: I have been an executive at Pepsi-Beverages Company  
in Mason City and Estherville since moving to Iowa. I was there for 10  
years and moved into the restaurant industry last August here in  
Clear Lake I currently run District 619 steakhouse in Clear Lake

Civic Activities: I have been a member of numerous CIVIC committees  
in Detroit, in Mason & Clear Lake I have been on country club,  
government affairs, Blue Zone, American Cancer Society and other  
chamber events. ~~I would like~~

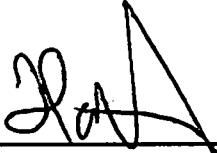
**Indicate No More Than 3 Boards Or Commissions Interested In Serving:**

- Library Board of Trustees
- Parks & Recreation Board
- Revolving Loan Fund Committee
- Planning & Zoning Commission
- Zoning Board of Adjustment
- Plumbing and Electrical Examining Board

**Related Experience And Interests:** I have worked within the city of  
Detroit, MI to help place community buildings and events. I  
would like to bring my interests in government affairs from a bigger  
city and my experiences here to help the community grow and prosper

**References:**

<u>Tim Coffee</u>	<u>205 Main Ave Clear Lake</u>	<u>(641) 357-2159</u>
Name	Address	Telephone
<u>Shane Cooney</u>	<u>17 country club pl</u>	<u>(641) 583-0680</u>
Name	Address	Telephone
<u>Miller Markby</u>	<u>1625 S. Shore Dr</u>	<u>(641) 829-0812</u>
Name	Address	Telephone

Signature: 

Date: 1/3/2013

**This application will remain in an active file for a period of one (1) year.**

## NOTICE OF INTENT TO SELL CITY OWNED LAND

Notice is hereby given that the City of Clear Lake intends to sell the following described property and in connection therewith will solicit sealed bids which may be submitted to the City Clerk, Jennifer Larsen, 15 N. 6<sup>th</sup> Street, P.O. Box 185, Clear Lake, Iowa, until June 10, 2015 at 12:00 noon, Central Standard Time, at which time said bids will be opened in the City Hall Conference Room of the Clear Lake Municipal Building, 15 N. 6<sup>th</sup> Street, Clear lake, Iowa, 50428 (any bids received after stated time will be returned unopened):

PARCEL NUMBER: 051347902600 and S ½ of 051347902500

Also Known As: 1123 (inc. S ½ of 1119) S. 3<sup>rd</sup> Street. 84' (wide) x 128' (depth)

Located at the NW corner of the intersection of S. 3<sup>rd</sup> Street and 12<sup>th</sup> Avenue S.

Legally described as: LOT 4 & S ½ LOT 3 AUD PL L33 SIRRINES SUB L'S 1&4 GOVT L5 13-96-22 EXC W 20'

The property is to be sold and conveyed to the highest and best bidder, acceptable to the City Council, at its next meeting following the opening of bids, by Quitclaim deed upon the following terms and conditions:

Minimum bid required \$35,000. Twenty percent (20%) of the purchase price is to be paid upon notification that a bid has been accepted, and the balance shall be paid to the Clear Lake Finance Director within five (5) business days thereafter. All payments shall be in cash or by certified check. The property is being sold "AS IS" without any representation by the City of Clear Lake as to its condition. The City of Clear Lake reserves the right to reject any and all bids and to waive any irregularities or informalities.

Bids to purchase said parcel must include price bid for the property, plus an explanation of the bidder's intended use of the property. The proposal for purchase submitted to the City will be weighted based on the documentation that is provided by the bidder. Proposals must provide a narrative of proposed use including, but not limited to, the following criteria:

- | Criteria  | Points / Weight |
|---|-----------------|
| A. Proposed work to be completed at the property:   | Up to 10 pts;   |
| B. Financial plan and demonstration of the financial ability to perform (this may include a loan pre-approval letter or a financial statement): | Up to 10 pts;   |
| C. Time frame for the development (provide schedule):   | Up to 10 pts;   |
| D. Bid Amount:  | Up to 10 pts    |
| E. Long term improvement/benefit to neighborhood:   | Up to 10 pts.   |

Right of reversion: If construction of an approved use on the property has not been completed and a Certificate of Occupancy not issued by the City by October 1, 2016, the City has the right

to purchase the property back for the price it was sold to the buyer by the City. This right must be exercised by the City no later than October 31<sup>st</sup>, 2016.

Questions in advance may be directed to City Administrator Scott Flory at 641.357.5267 or slawrenceflory@netins.net

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Jennifer Larsen, City Clerk

This Notice is published in its entirety on:

Public Notice posted on \_\_\_\_\_, 2015, on City's website: [www.cityofclearlake.com](http://www.cityofclearlake.com)

Authorized by the Clear Lake City Council on May 18<sup>th</sup>, 2015.