



# 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)

Mayor  
NELSON P.  
CRABB

October 17, 2014

City  
Administrator  
SCOTT  
FLORY

HONORABLE MAYOR & CITY COUNCIL MEMBERS:

The next meeting of the Clear Lake City Council is scheduled for Monday, **October 20, 2014**, 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*

ITEM #6D. **Iowa Great Places – Surf District**. Earlier this year, the Surf District was designated as an "Iowa Great Place". An application to the Iowa Department of Cultural Affairs was co-submitted by the City and the North Iowa Cultural Center & Museum. Grant funding was awarded in the amount of \$101,000 to complete a series of projects identified in the Project(s) Plan submitted as part of the application process.

TONY J.  
NELSON  
*Ward 2*

JIM  
BOEHNKE  
*Ward 3*

The grant funding requires a local match and will be leveraged to install wayfinding signs throughout the Surf District and Community; an interactive sound system at 3 Stars Plaza; Surf Ballroom right-of-way and parking lot landscape enhancements; and refurbishment of the marquee. The Project(s) completion date is June 30, 2017.

MIKE  
CALLANAN  
*At Large*

GARY  
HUGI  
*At Large*

Smart Quote: "**Every great dream begins with a dreamer.**"  
-- Harriet Tubman, American abolitionist

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, OCTOBER 20, 2014  
**6:30 P.M.**

1. Call To Order by Mayor Nelson P. Crabb.
2. Approval of Agenda.
3. Consent Agenda:
  - A. Minutes – October 6, 2014
  - B. Approval of the bills & claims.
  - C. Licenses & Permits:
    - **Liquor License**: Class C Liquor License (LC) (Commercial) with Sunday Sales, Bikerz; Class C Liquor License (LC) (Commercial) with Outdoor Service and Sunday Sales, (renewals).
4. Citizen’s opportunity to address the Council on items not on the agenda:
  - In conformance with the City Council’s Rules of Procedure, no action can occur on items presented during the Citizens Forum.
  - Please walk to the lectern, state your name (spell last name), address, and subject of your discussion.
  - Speakers are limited to a maximum of five (5) minutes per person.
5. Unfinished Business:
6. New Business:
  - A. North Shore Drive Street Reconstruction Project:
    - Construction update and review of Pay Estimate #3, Jason Petersburg, P.E., Veenstra & Kimm.
    - **Motion** to approve Pay Estimate #3 by City Council.
    - Discussion and consideration of **Motion** by City Council.
    - **Motion** to approve **Resolution #14-68**, “A Resolution authorizing the reimbursement of funds expended from the General Fund, Water Revenue Fund, and Sanitary Sewer Fund from the proceeds of the Tax Increment Fund for purposes of a capital project incident and related to this Resolution”.
    - Discussion and consideration of **Motion** by City Council.

B. Northwest Water Tower Project:

- Construction update and review of Pay Estimate #8, Jason Petersburg, P.E., Veenstra & Kimm.
- **Motion** to approve Pay Estimate #8 by City Council.
- Discussion and consideration of **Motion** by City Council.

C. Modifications to Police Chief Job Description:

- Review by Scott Flory, City Administrator.
- **Motion** to approve **Resolution #14-69**, “A Resolution of the City of Clear Lake approving the revised job description of Chief of Police” by City Council.
- Discussion and consideration of **Motion** by City Council.

D. Iowa Great Places Surf District Project(s) Grant Agreement:

- Review by Scott Flory, City Administrator.
- **Motion** to approve **Resolution #14-70**, “Resolution of the City of Clear Lake, Iowa, authorizing the City to co-sign an agreement with the Iowa Department of Cultural Affairs and the North Iowa Cultural Center & Museum and authorizing matching funds necessary to complete the Iowa Great Places Surf District Project(s) Plan (excluding marquee)”.
- Discussion and consideration of **Motion** by City Council.

7. Chief of Police’s Report:

- Update regarding City Hall/Police Department Renovation Project.

8. Mayor’s Report:

- Veterans Memorial Site Selection Committee.

9. Public Works Director’s Report:

- Water Treatment Plant High Service Pumps Project - 10/30 bid letting.
- Project update: 12<sup>th</sup> Ave S. Street Resurfacing Project.

10. City Administrator’s Report:

11. City Attorney’s Report:

12. Other Business:

**13. Adjournment.**

**NEXT REGULAR MEETING – NOVEMBER 3, 2014**

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

V&K

# 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. 3

Date: September 3, 2014

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: August 31 - October 4, 2014
---	---

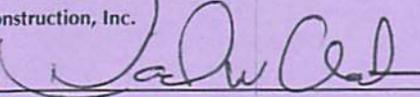
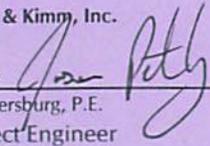
Item Number	Item Code	Item	Unit	Contract		Contract Prices		Quantity	Value
				Quantity	Unit Price	Extended Price	Completed	Completed	
1	2101-0850002	CLEARING AND GRUBBING	UNIT	383	\$15.00	\$5,745.00	142.9	\$2,143.50	
2	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	2,641.00	\$10.00	\$26,410.00	797	\$7,970.00	
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	420	\$420.00	
6	2113-0001100	SUBGRADE STABILIZATION MATERIAL, POLYMER GRID	SY	3,666.00	\$2.05	\$7,515.30	0	\$0.00	
7	2115-0100000	MODIFIED SUBBASE	CY	2,704.00	\$35.00	\$94,640.00	420	\$14,700.00	
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	0	\$0.00	
10	2214-5145150	PAVEMENT SCARIFICATION	SY	121	\$12.25	\$1,482.25	0	\$0.00	
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	88	\$3,621.20	
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	0	\$0.00	
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	974.94	\$15,111.57	
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	4	\$16,260.00	
18	2435-0140148	MANHOLE, STORM SEWER, SW-401, 48 IN.	EACH	1	\$2,800.00	\$2,800.00	0	\$0.00	
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	10	\$26,000.00	
21	2435-0250300	INTAKE, SW-503	EACH	2	\$3,500.00	\$7,000.00	0	\$0.00	
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	0	\$0.00	

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		1	\$2,500.00
25	2435-0600110	INTAKE ADJUSTMENT, MINOR	EACH	7	\$500.00	\$3,500.00		0	\$0.00
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		1910.5	\$20,060.25
28	2502-8212308	SUBDRAIN, STANDARD, PERFORATED, 8 IN., AS PER PLAN	LF	401	\$15.00	\$6,015.00		398	\$5,970.00
29	2502-8220193	SUBDRAIN OUTLET (RF-19C)	EACH	26	\$75.00	\$1,950.00		13	\$975.00
30	2502-8221006	SUBDRAIN RISER, 6 IN., AS PER PLAN	EACH	3	\$250.00	\$750.00		2	\$500.00
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		0	\$0.00
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		541.5	\$21,118.50
35	2503-0114218	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 18 IN.	LF	99	\$46.00	\$4,554.00		10	\$460.00
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		210	\$13,230.00
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		192	\$2,880.00
39	2504-0114008	SANITARY SEWER GRAVITY MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.	LF	566	\$41.00	\$23,206.00		480	\$19,680.00
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		1085	\$48,825.00
42	2504-0200406	SANITARY SEWER SERVICE STUB, POLYVINYL CHLORIDE PIPE (PVC), 6 IN.	LF	1,887	\$41.00	\$77,367.00		1134	\$46,494.00
43	2504-0200408	SANITARY SEWER SERVICE STUB, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.	LF	33	\$41.00	\$1,353.00		0	\$0.00
44	2504-0320300	SANITARY SEWER CLEANOUT, SW-203	EACH	6	\$440.00	\$2,640.00		5	\$2,200.00
45	2510-6745850	REMOVAL OF PAVEMENT	SY	14,741.60	\$5.50	\$81,078.80		5083	\$27,956.50
46	2510-6750600	REMOVAL OF INTAKES AND UTILITY ACCESSES	EACH	19	\$350.00	\$6,650.00		12	\$4,200.00
47	2511-6745900	REMOVAL OF SIDEWALK	SY	1,643.30	\$4.00	\$6,573.20		216	\$864.00
48	2511-7526004	SIDEWALK, P.C. CONCRETE, 4 IN.	SY	1,647.10	\$45.00	\$74,119.50		0	\$0.00
49	2511-7526006	SIDEWALK, P.C. CONCRETE, 6 IN.	SY	408.6	\$48.00	\$19,612.80		0	\$0.00
50	2511-7528101	DETECTABLE WARNINGS	SF	564	\$40.00	\$22,560.00		0	\$0.00
51	2512-1725256	CURB AND GUTTER, P.C. CONCRETE, 2.5 FT.	LF	104	\$25.00	\$2,600.00		0	\$0.00
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		561	\$2,805.00
55	2518-6910000	SAFETY CLOSURE	EACH	30	\$100.00	\$3,000.00		13	\$1,300.00
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		40%	\$2,980.00
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		20%	\$1,200.00
63	2554-0114004	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 4 IN.	LF	40	\$50.00	\$2,000.00		9	\$450.00
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		197.5	\$7,307.50
66	2554-0114010	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 10 IN.	LF	268	\$41.00	\$10,988.00		97	\$3,977.00
67	2554-0114012	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.	LF	1,880	\$44.00	\$82,720.00		1224	\$53,856.00
68	2554-0124012	WATER MAIN, TRENCHLESS, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.	LF	485	\$93.00	\$45,105.00		0	\$0.00

Item Number	Item Code	Item	Unit	Contract		Contract Prices		Quantity	Value
				Quantity	Unit Price	Extended Price	Completed	Completed	
59	2554-0203000	FITTINGS BY WEIGHT, DUCTILE IRON	LB	3,288	\$7.75	\$25,482.00		1501	\$11,632.75
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		3	\$3,300.00
72	2554-0207010	VALVE, GATE, DIP, 10 IN.	EACH	2	\$1,600.00	\$3,200.00		1	\$1,600.00
73	2554-0207012	VALVE, GATE, DIP, 12 IN.	EACH	8	\$2,050.00	\$16,400.00		4	\$8,200.00
74	2554-0210201	FIRE HYDRANT ASSEMBLY, WM-201	EACH	8	\$4,300.00	\$34,400.00		4	\$17,200.00
75	2555-0000010	DELIVER AND STOCKPILE SALVAGED MATERIALS	LS	1	\$12,000.00	\$12,000.00		0	\$0.00
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		1	\$600.00
79	2599-9999005	Corporation Stop, 3/4"	EACH	44	\$335.00	\$14,740.00		31	\$10,385.00
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		1	\$500.00
84	2599-9999005	Curb Stop & Box, 3/4"	EACH	42	\$160.00	\$6,720.00		28	\$4,480.00
85	2599-9999005	Inlet Protection	EACH	50	\$125.00	\$6,250.00		13	\$1,625.00
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		23	\$11,040.00
90	2599-9999005	Sanitary Sewer Wye, 12" x 8"	EACH	1	\$750.00	\$750.00		0	\$0.00
91	2599-9999005	Sanitary Sewer Wye, 8" x 6"	EACH	2	\$325.00	\$650.00		9	\$2,925.00
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		0	\$0.00
96	2599-9999009	Railbed Removal	LF	750	\$20.00	\$15,000.00		171	\$3,420.00
97	2599-9999009	Water Service, Copper, 1"	LF	57	\$30.00	\$1,710.00		104	\$3,120.00
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		10	\$800.00
100	2599-9999009	Water Service, Copper, 3/4"	LF	1,542.80	\$28.00	\$43,198.40		765	\$21,420.00
101	2599-9999014	Brick Paver Sidewalk	SF	3,180	\$13.00	\$41,340.00		0	\$0.00
102	2599-9999014	PCC Crosswalk, Colored & Stamped, 7"	SF	1,769	\$11.00	\$19,459.00		0	\$0.00
103	2599-9999014	PCC Paver Base, 5"	SF	3,180	\$5.00	\$15,900.00		0	\$0.00
104	2599-9999014	Removal of Brick Pavers	SF	135	\$10.00	\$1,350.00		135	\$1,350.00
105	2599-9999018	Bike Lane, PCC, 5" Colored	SY	198	\$95.00	\$18,810.00		0	\$0.00
106	2601-2634105	MULCHING, BONDED FIBER MATRIX	ACRE	0.8	\$4,900.00	\$3,920.00		0	\$0.00
107	2601-2636044	SEEDING AND FERTILIZING (URBAN)	ACRE	0.8	\$2,350.00	\$1,880.00		0.09	\$211.50
108	2601-2639010	SODDING	SQ	379.8	\$95.80	\$36,384.84		0	\$0.00
109	2602-0000309	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.	LF	750	\$2.50	\$1,875.00		0	\$0.00
110	2602-0000350	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	750	\$1.00	\$750.00		0	\$0.00
111	2602-0010020	MOBILIZATIONS, EMERGENCY EROSION CONTROL	EACH	10	\$1,000.00	\$10,000.00		0	\$0.00
112	2610-0000212	MULCH, SHREDDED BARK	CY	4	\$78.75	\$315.00		0	\$0.00
113	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					\$654,936.40

SUMMARY			
		Contract Price	Total Value Completed
		STP-U-1372(619)-70-17	STP-U-1372(619)-70-17
Original Contract Price		\$ 2,331,187.78	\$ 654,936.40
Approved Change Orders (list each)			
Revised Contract Price		\$ 2,331,187.78	\$ 654,936.40
Materials Stored			\$ -
Value of Completed Work and Materials Stored			\$ 654,936.40
Less Retained Percentage (3%) (\$30,000 Maximum)			\$ 19,648.09
Net Amount Due This Estimate			\$ 635,288.31
Less Estimate(s) Previously Approved	No.1	\$ 163,402.60	
	No.2	\$ 168,054.96	
	No.3		
	No.4		
	No.5		
	No.6		
		Total Previously Approved	\$ 331,457.56
Percent Complete	28.1%	Amount Due This Estimate	\$ 303,830.75

The amount \$ 303,830.75 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 Title	Jason Petersburg, P.E. Project Engineer Title	Scott Flory City Administrator Title
Date 10-15-14	Date 10/15/14	Date

# VEENSTRA & KIMM, INC.

Stone Creek Office Building  
2800 Fourth Street, Suite 9  
Mason City, Iowa 50401  
Ph: 641-421-8000 Fax: 641-380-0313



City of Clear Lake

APPLICATION FOR PAYMENT NO. 3

Date: September 3, 2014

Project Title: North Shore Drive STP Street Reconstruction Project

STP-U-1372619-76-17

Original Contract Amount: \$2,331,187.78

Contract Date: March 3, 2014

Contractor: Wicks Construction, Inc.

Pay Period: August 31 - October 4, 2014

Item Number	Item Code	Item Description	Unit	Division 1		Division 2		Total	Contract Price	Extended Prices		Quantity Complete		Value Completed		
				Fed Aid Part	Non-Part	Fed Aid Part	Non-Part			Fed Aid Part	Non-Part	Fed Aid Part	Non-Part	Fed Aid Part	Non-Part	
1	2101-0050002	CLEARING AND GRUBBING	UNIT	383				383	\$15.00	\$5,745.00		142.9		\$2,143.50	\$0.00	\$2,143.50
2	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	2,641.00				2,641.00	\$10.00	\$26,410.00		797		\$7,970.00	\$0.00	\$7,970.00
3	2103-0425005	TOPSOIL, FURNISH AND SPREAD	CY	303.1		48.9		352.0	\$15.00	\$5,280.00				\$0.00	\$0.00	\$5,280.00
4	2105-0425015	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	469				469	\$12.00	\$5,628.00				\$0.00	\$0.00	\$5,628.00
5	2107-0072600	COMPACTION WITH MOISTURE AND DENSITY CONTROL	CY	2,464.00				2,464.00	\$1.00	\$2,464.00		420		\$420.00	\$0.00	\$420.00
6	2113-0001100	SUBGRADE STABILIZATION MATERIAL, POLYMER GRID	CY	3,666.00				3,666.00	\$2.05	\$7,515.30				\$0.00	\$0.00	\$7,515.30
7	2115-0100000	MODIFIED SUBBASE	CY	2,595.10		107.9		2,703.00	\$15.00	\$40,545.00		420		\$6,300.00	\$0.00	\$6,300.00
8	2123-7490020	SHOULDER FINISHING, EARTH	SFA	38.78				38.78	\$48.68	\$1,888.00				\$0.00	\$0.00	\$1,888.00
9	2126-8720538	RECLAIMING PRESENT SURFACING MATERIAL	SV	121				121	\$12.25	\$1,482.25				\$0.00	\$0.00	\$1,482.25
10	2214-5145150	PAVEMENT SCAFFOLDING	SV	14,206.00				14,206.00	\$41.15	\$588,527.30		88		\$3,621.20	\$0.00	\$3,621.20
11	2301-1030070	CLASS 1 DURABILITY, 7 IN.	LS		1			1	\$2,000.00	\$2,000.00				\$0.00	\$0.00	\$2,000.00
12	2301-6011722	PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	SV		121			121	\$18.10	\$2,190.10				\$0.00	\$0.00	\$2,190.10
13	2301-0101000	HOT MIX ASPHALT MIXTURE, WEDGE, LEVELING OR STRENGTHENING COURSE	SV		565.3			565.3	\$42.65	\$24,110.05				\$0.00	\$0.00	\$24,110.05
14	2304-0101000	TEMPORARY PAVEMENT	TON		1,900.00			1,900.00	\$11.50	\$21,850.00				\$0.00	\$0.00	\$21,850.00
15	2312-0360051	GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE	TON		600			600	\$4,065.00	\$2,439.00				\$0.00	\$0.00	\$2,439.00
16	2402-0425031	GRANULAR BACKFILL	TON		5			5	\$2,800.00	\$14,000.00				\$0.00	\$0.00	\$14,000.00
17	2435-0130148	MANHOLE, SANITARY SEWER, SW-301, 48 IN.	EACH		1			1	\$4,000.00	\$4,000.00				\$0.00	\$0.00	\$4,000.00
18	2435-0140172	MANHOLE, STORM SEWER, SW-401, 48 IN.	EACH		2			2	\$2,600.00	\$5,200.00				\$0.00	\$0.00	\$5,200.00
19	2435-0140148	MANHOLE, STORM SEWER, SW-401, 22 IN.	EACH		2			2	\$1,500.00	\$3,000.00				\$0.00	\$0.00	\$3,000.00
20	2435-0250100	INTAKE, SW-501	EACH		1			1	\$1,000.00	\$1,000.00				\$0.00	\$0.00	\$1,000.00
21	2435-0250800	INTAKE, SW-508	EACH		8			8	\$2,500.00	\$20,000.00				\$0.00	\$0.00	\$20,000.00
22	2435-0600010	MANHOLE ADJUSTMENT, MINOR	EACH		3			3	\$2,500.00	\$7,500.00				\$0.00	\$0.00	\$7,500.00
23	2435-0600020	MANHOLE ADJUSTMENT, MAJOR	EACH		7			7	\$5,000.00	\$35,000.00				\$0.00	\$0.00	\$35,000.00
24	2435-0600110	INTAKE ADJUSTMENT, MINOR	EACH		2			2	\$5,000.00	\$10,000.00				\$0.00	\$0.00	\$10,000.00
25	2435-0700010	CONNECTION TO EXISTING MANHOLE	EACH		7			7	\$5,000.00	\$35,000.00				\$0.00	\$0.00	\$35,000.00
26	2501-0112306	SUBURBAN, STANDARD, REFORCED, 6 IN., AS PER PLAN	LF	3,303.10		412.80		3,715.90	\$10.50	\$39,016.95		1910.5		\$20,060.25	\$0.00	\$20,060.25
27	2501-0112306	SUBURBAN, STANDARD, REFORCED, 8 IN., AS PER PLAN	LF	401				401	\$15.00	\$6,015.00		398		\$5,970.00	\$0.00	\$5,970.00
28	2501-0112306	SUBURBAN, STANDARD, REFORCED, 10 IN., AS PER PLAN	EACH		26			26	\$350.00	\$9,100.00				\$0.00	\$0.00	\$9,100.00
29	2501-0112306	SUBURBAN, STANDARD, REFORCED, 12 IN., AS PER PLAN	EACH		2			2	\$750.00	\$1,500.00				\$0.00	\$0.00	\$1,500.00
30	2501-0112306	SUBURBAN, STANDARD, REFORCED, 14 IN., AS PER PLAN	EACH		2			2	\$1,500.00	\$3,000.00				\$0.00	\$0.00	\$3,000.00
31	2501-0112306	SUBURBAN, STANDARD, REFORCED, 16 IN., AS PER PLAN	EACH		2			2	\$2,000.00	\$4,000.00				\$0.00	\$0.00	\$4,000.00
32	2501-0112306	SUBURBAN, STANDARD, REFORCED, 18 IN., AS PER PLAN	EACH		2			2	\$2,500.00	\$5,000.00				\$0.00	\$0.00	\$5,000.00
33	2501-0112306	SUBURBAN, STANDARD, REFORCED, 20 IN., AS PER PLAN	EACH		2			2	\$3,000.00	\$6,000.00				\$0.00	\$0.00	\$6,000.00
34	2501-0112306	SUBURBAN, STANDARD, REFORCED, 22 IN., AS PER PLAN	EACH		2			2	\$3,500.00	\$7,000.00				\$0.00	\$0.00	\$7,000.00
35	2501-0112306	SUBURBAN, STANDARD, REFORCED, 24 IN., AS PER PLAN	EACH		2			2	\$4,000.00	\$8,000.00				\$0.00	\$0.00	\$8,000.00
36	2501-0112306	SUBURBAN, STANDARD, REFORCED, 26 IN., AS PER PLAN	EACH		2			2	\$4,500.00	\$9,000.00				\$0.00	\$0.00	\$9,000.00
37	2501-0112306	SUBURBAN, STANDARD, REFORCED, 28 IN., AS PER PLAN	EACH		2			2	\$5,000.00	\$10,000.00				\$0.00	\$0.00	\$10,000.00
38	2501-0112306	SUBURBAN, STANDARD, REFORCED, 30 IN., AS PER PLAN	EACH		2			2	\$5,500.00	\$11,000.00				\$0.00	\$0.00	\$11,000.00
39	2501-0112306	SUBURBAN, STANDARD, REFORCED, 32 IN., AS PER PLAN	EACH		2			2	\$6,000.00	\$12,000.00				\$0.00	\$0.00	\$12,000.00
40	2501-0112306	SUBURBAN, STANDARD, REFORCED, 34 IN., AS PER PLAN	EACH		2			2	\$6,500.00	\$13,000.00				\$0.00	\$0.00	\$13,000.00
41	2501-0112306	SUBURBAN, STANDARD, REFORCED, 36 IN., AS PER PLAN	EACH		2			2	\$7,000.00	\$14,000.00				\$0.00	\$0.00	\$14,000.00
42	2501-0112306	SUBURBAN, STANDARD, REFORCED, 38 IN., AS PER PLAN	EACH		2			2	\$7,500.00	\$15,000.00				\$0.00	\$0.00	\$15,000.00
43	2501-0112306	SUBURBAN, STANDARD, REFORCED, 40 IN., AS PER PLAN	EACH		2			2	\$8,000.00	\$16,000.00				\$0.00	\$0.00	\$16,000.00
44	2501-0112306	SUBURBAN, STANDARD, REFORCED, 42 IN., AS PER PLAN	EACH		2			2	\$8,500.00	\$17,000.00				\$0.00	\$0.00	\$17,000.00
45	2501-0112306	SUBURBAN, STANDARD, REFORCED, 44 IN., AS PER PLAN	EACH		2			2	\$9,000.00	\$18,000.00				\$0.00	\$0.00	\$18,000.00
46	2501-0112306	SUBURBAN, STANDARD, REFORCED, 46 IN., AS PER PLAN	EACH		2			2	\$9,500.00	\$19,000.00				\$0.00	\$0.00	\$19,000.00
47	2501-0112306	SUBURBAN, STANDARD, REFORCED, 48 IN., AS PER PLAN	EACH		2			2	\$10,000.00	\$20,000.00				\$0.00	\$0.00	\$20,000.00
48	2501-0112306	SUBURBAN, STANDARD, REFORCED, 50 IN., AS PER PLAN	EACH		2			2	\$10,500.00	\$21,000.00				\$0.00	\$0.00	\$21,000.00
49	2501-0112306	SUBURBAN, STANDARD, REFORCED, 52 IN., AS PER PLAN	EACH		2			2	\$11,000.00	\$22,000.00				\$0.00	\$0.00	\$22,000.00
50	2501-0112306	SUBURBAN, STANDARD, REFORCED, 54 IN., AS PER PLAN	EACH		2			2	\$11,500.00	\$23,000.00				\$0.00	\$0.00	\$23,000.00
51	2501-0112306	SUBURBAN, STANDARD, REFORCED, 56 IN., AS PER PLAN	EACH		2			2	\$12,000.00	\$24,000.00				\$0.00	\$0.00	\$24,000.00
52	2501-0112306	SUBURBAN, STANDARD, REFORCED, 58 IN., AS PER PLAN	EACH		2			2	\$12,500.00	\$25,000.00				\$0.00	\$0.00	\$25,000.00
53	2501-0112306	SUBURBAN, STANDARD, REFORCED, 60 IN., AS PER PLAN	EACH		2			2	\$13,000.00	\$26,000.00				\$0.00	\$0.00	\$26,000.00
54	2501-0112306	SUBURBAN, STANDARD, REFORCED, 62 IN., AS PER PLAN	EACH		2			2	\$13,500.00	\$27,000.00				\$0.00	\$0.00	\$27,000.00
55	2501-0112306	SUBURBAN, STANDARD, REFORCED, 64 IN., AS PER PLAN	EACH		2			2	\$14,000.00	\$28,000.00				\$0.00	\$0.00	\$28,000.00
56	2501-0112306	SUBURBAN, STANDARD, REFORCED, 66 IN., AS PER PLAN	EACH		2			2	\$14,500.00	\$29,000.00				\$0.00	\$0.00	\$29,000.00
57	2501-0112306	SUBURBAN, STANDARD, REFORCED, 68 IN., AS PER PLAN	EACH		2			2	\$15,000.00	\$30,000.00				\$0.00	\$0.00	\$30,000.00
58	2501-0112306	SUBURBAN, STANDARD, REFORCED, 70 IN., AS PER PLAN	EACH		2			2	\$15,500.00	\$31,000.00				\$0.00	\$0.00	\$31,000.00
59	2501-0112306	SUBURBAN, STANDARD, REFORCED, 72 IN., AS PER PLAN	EACH		2			2	\$16,000.00	\$32,000.00				\$0.00	\$0.00	\$32,000.00
60	2501-0112306	SUBURBAN, STANDARD, REFORCED, 74 IN., AS PER PLAN	EACH		2			2	\$16,500.00	\$33,000.00				\$0.00	\$0.00	\$33,000.00
61	2501-0112306	SUBURBAN, STANDARD, REFORCED, 76 IN., AS PER PLAN	EACH		2			2	\$17,000.00	\$34,000.00				\$0.00	\$0.00	\$34,000.00
62	2501-0112306	SUBURBAN, STANDARD, REFORCED, 78 IN., AS PER PLAN	EACH		2			2	\$17,500.00	\$35,000.00				\$0.00	\$0.00	\$35,000.00
63	2501-0112306	SUBURBAN, STANDARD, REFORCED, 80 IN., AS PER PLAN	EACH		2			2	\$18,000.00	\$36,000.00				\$0.00	\$0.00	\$36,000.00
64	2501-0112306	SUBURBAN, STANDARD, REFORCED, 82 IN., AS PER PLAN	EACH		2			2	\$18,500.00	\$37,000.00				\$0.00	\$0.00	\$37,000.00
65	2501-0112306	SUBURBAN, STANDARD, REFORCED, 84 IN., AS PER PLAN	EACH		2			2	\$19,000.00	\$38,000.00				\$0.00	\$0.00	\$38,000.00
66	2501-0112306	SUBURBAN, STANDARD, REFORCED, 86 IN., AS PER PLAN	EACH		2			2	\$19,500.00	\$39,000.00				\$0.00	\$0.00	\$39,000.00
67	2501-0112306	SUBURBAN, STANDARD, REFORCED, 88 IN., AS PER PLAN	EACH		2			2	\$20,000.00	\$40,000.00				\$0.00	\$0.00	\$40,000.00
68																

Item	Item Code	Item Description	Unit	Contract Prices			Quantity Complete		Value Completed					
				Division 1	Division 2	Total	Division 1	Division 2	Division 1	Division 2	Total			
38	2503-0200016	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	LF											
39	2504-0114008	SAINTARY SEWER GRAVITY MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.	LF	323	566	123	\$15.00	\$4,845.00	192	480	\$2,880.00	\$0.00	\$2,880.00	
40	2504-0114010	SAINTARY SEWER GRAVITY MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 10 IN.	LF		20	20	\$30.00	\$23,206.00		3	\$0.00	\$19,680.00	\$19,680.00	
41	2504-0114012	SAINTARY SEWER GRAVITY MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.	LF		1,508.00	1,508.00	\$45.00	\$67,860.00		1005	\$0.00	\$48,825.00	\$48,825.00	
42	2504-0200406	SAINTARY SEWER SERVICE STUB, POLYVINYL CHLORIDE PIPE (PVC), 6 IN.	LF		1,887	1,887	\$41.00	\$77,367.00		1134	\$0.00	\$46,494.00	\$46,494.00	
43	2504-0200408	SAINTARY SEWER SERVICE STUB, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.	LF		33	33	\$41.00	\$1,353.00			\$0.00	\$0.00	\$0.00	
44	2504-0310300	SAINTARY SEWER CLEANOUT, SW-203	EACH		6	6	\$440.00	\$2,640.00		5	\$0.00	\$2,200.00	\$2,200.00	
45	2510-0740850	REMOVAL OF PAVEMENT	SY	14,445.60	96.00	14,741.60	\$5.50	\$81,078.80	5003	7	\$27,996.50	\$0.00	\$27,996.50	
46	2510-0750000	REMOVAL OF INTAKES AND UTILITY ACCESS	EACH	10		19	\$330.00	\$6,660.00		5	\$2,450.00	\$1,750.00	\$4,200.00	
47	2511-0745000	REMOVAL OF SIDEWALK	SY	1,605.00	38.30	1,643.30	\$4.00	\$6,573.20	216		\$664.00	\$0.00	\$664.00	
48	2511-1526004	SIDEWALK, P.C. CONCRETE, 4 IN.	SY	1,644.20	2.40	1,647.10	\$45.00	\$74,119.50			\$0.00	\$0.00	\$0.00	
49	2511-1526006	SIDEWALK, P.C. CONCRETE, 6 IN.	SY	408.6		408.6	\$48.00	\$19,612.80			\$0.00	\$0.00	\$0.00	
50	2511-1528101	DEFLECTABLE WARNING	SY	564		564	\$22,560.00	\$12,560.00			\$0.00	\$0.00	\$0.00	
51	2512-1275256	CURB AND GUTTER, P.C. CONCRETE, 2.5 FT.	LF	104		104	\$25.00	\$2,600.00			\$0.00	\$0.00	\$0.00	
52	2515-2425006	DRIVEWAY, P.C. CONCRETE, 6 IN.	SY	675.9	30.2	714.1	\$41.50	\$31,003.15	561.0		\$2,805.00	\$0.00	\$2,805.00	
53	2515-2425007	DRIVEWAY, P.C. CONCRETE, 7 IN.	SY	116.9		116.9	\$42.00	\$5,499.30			\$0.00	\$0.00	\$0.00	
54	2515-2425000	REMOVAL OF PAVED DRIVEWAY	SY	1,171.00	38.20	1,209.20	\$5.00	\$6,046.00	13		\$1,300.00	\$0.00	\$1,300.00	
55	2518-0000010	SAFETY CLOSURE	EACH	30		30	\$100.00	\$3,000.00			\$0.00	\$0.00	\$0.00	
56	2521-0000010	HANDHOLES AND JUNCTION BOXES	EACH		2	2	\$500.00	\$1,000.00			\$0.00	\$0.00	\$0.00	
57	2521-0000010	CONTROL CABINET	EACH		1	1	\$24,500.00	\$24,500.00			\$0.00	\$0.00	\$0.00	
58	2522-0000010	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH		10	10	\$2,995.50	\$29,955.00			\$0.00	\$0.00	\$0.00	
59	2522-0201137	TRAFFIC CONTROL	LS	0.5	0.5	1	\$7,450.00	\$7,450.00			\$0.00	\$0.00	\$0.00	
60	2531-4980005	MOBILIZATION	LS	0.5	0.5	1	\$150,000.00	\$150,000.00			\$0.00	\$150,000.00	\$150,000.00	
61	2532-0000010	TRENCH FOUNDATION	TON		300	300	\$1.00	\$300.00			\$0.00	\$0.00	\$0.00	
62	2532-0000010	TRENCH COMPACTION TESTING	LS		1	1	\$6,000.00	\$6,000.00			\$0.00	\$0.00	\$0.00	
63	2534-0114004	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 4 IN.	LF		40	40	\$30.00	\$2,000.00		20%	\$0.00	\$1,200.00	\$1,200.00	
64	2534-0114006	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 6 IN.	LF		20	20	\$50.00	\$2,000.00		9	\$0.00	\$450.00	\$450.00	
65	2534-0114008	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.	LF		460	460	\$17,020.00	\$17,020.00		4	\$0.00	\$2,307.50	\$2,307.50	
66	2534-0114010	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 10 IN.	LF		268	268	\$41.00	\$10,998.80		97	\$0.00	\$3,977.00	\$3,977.00	
67	2534-0114012	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.	LF		1,880	1,880	\$44.00	\$83,720.00		1224	\$0.00	\$53,856.00	\$53,856.00	
68	2534-0201000	FITTINGS BY WEIGHT, DUCTILE IRON	LB	485	485	485	\$93.00	\$45,105.00			\$0.00	\$0.00	\$0.00	
69	2534-0201000	VALVE, GATE, DIP, 6 IN.	EACH		1	1	\$7,251	\$7,251.00	1501		\$0.00	\$11,612.75	\$11,612.75	
70	2534-0202000	VALVE, GATE, DIP, 8 IN.	EACH		5	5	\$1,100.00	\$5,500.00		3	\$0.00	\$3,300.00	\$3,300.00	
71	2534-0202000	VALVE, GATE, DIP, 10 IN.	EACH		2	2	\$1,600.00	\$3,200.00		1	\$0.00	\$1,600.00	\$1,600.00	
72	2534-0202010	VALVE, GATE, DIP, 12 IN.	EACH		8	8	\$2,050.00	\$16,400.00		4	\$0.00	\$8,200.00	\$8,200.00	
73	2534-0202012	VALVE, GATE, DIP, 12 IN.	EACH		8	8	\$4,300.00	\$34,400.00		4	\$0.00	\$17,200.00	\$17,200.00	
74	2534-0210011	FIRE HYDRANT ASSEMBLY, WMA-201	EACH		1	1	\$12,000.00	\$12,000.00			\$0.00	\$0.00	\$0.00	
75	2535-0000010	DELIVER AND STOCKPILE SALVAGED MATERIALS	LS		1	1	\$300.00	\$300.00		2	\$0.00	\$600.00	\$600.00	
76	2599-0999005	Corporation Sign, 1-1/2"	EACH		1	1	\$500.00	\$500.00			\$0.00	\$0.00	\$0.00	
77	2599-0999005	Corporation Sign, 1-1/2"	EACH		1	1	\$500.00	\$500.00			\$0.00	\$0.00	\$0.00	
78	2599-0999005	Corporation Sign, 1-1/2"	EACH		1	1	\$500.00	\$500.00			\$0.00	\$0.00	\$0.00	
79	2599-0999005	Corporation Sign, 1-1/2"	EACH		1	1	\$500.00	\$500.00			\$0.00	\$0.00	\$0.00	
80	2599-0999005	Corporation Sign, 1-1/2"	EACH		1	1	\$500.00	\$500.00			\$0.00	\$0.00	\$0.00	
81	2599-0999005	Curb Stop & Box, 1"	EACH		1	1	\$200.00	\$200.00		2	\$0.00	\$400.00	\$400.00	
82	2599-0999005	Curb Stop & Box, 1-1/2"	EACH		1	1	\$400.00	\$400.00		2	\$0.00	\$800.00	\$800.00	
83	2599-0999005	Curb Stop & Box, 2"	EACH		1	1	\$500.00	\$500.00		1	\$0.00	\$500.00	\$500.00	
84	2599-0999005	Curb Stop & Box, 3/4"	EACH		42	42	\$160.00	\$6,720.00		20	\$0.00	\$4,400.00	\$4,400.00	
85	2599-0999005	Inset Protection	EACH		50	50	\$125.00	\$6,250.00			\$0.00	\$1,625.00	\$1,625.00	
86	2599-0999005	Lighting Pole Foundation	EACH		22	22	\$600.00	\$13,200.00		13	\$0.00	\$800.00	\$800.00	
87	2599-0999005	Retorque Site Sealing Bisculars	EACH		2	2	\$750.00	\$1,500.00			\$0.00	\$0.00	\$0.00	
88	2599-0999005	Sanitary Sewer Wye, 10" x 6"	EACH		2	2	\$400.00	\$800.00			\$0.00	\$0.00	\$0.00	
89	2599-0999005	Sanitary Sewer Wye, 12" x 6"	EACH		51	51	\$480.00	\$24,480.00		23	\$0.00	\$11,040.00	\$11,040.00	
90	2599-0999005	Sanitary Sewer Wye, 12" x 8"	EACH		1	1	\$750.00	\$750.00			\$0.00	\$0.00	\$0.00	
91	2599-0999005	Sanitary Sewer Wye, 8" x 6"	EACH		2	2	\$325.00	\$650.00		9	\$0.00	\$2,925.00	\$2,925.00	
92	2599-0999005	Yard Hydrant Relocation	EACH		1	1	\$1,000.00	\$1,000.00		1	\$0.00	\$1,000.00	\$1,000.00	
93	2599-0999009	Electrical Circuit, 1-A,5&1-B,5, 1-A,6&1-B,6	LF	1,200.00		1,200.00	\$9.00	\$10,800.00			\$0.00	\$0.00	\$0.00	
94	2599-0999009	Electrical Circuit, 1-A,1&1-B,1, 1-A,2&1-B,2, 1-A,3&1-B,3, 1-A,4&1-B,4	LF	6,000.00		6,000.00	\$10.00	\$60,000.00			\$0.00	\$0.00	\$0.00	
95	2599-0999009	Paver Edge Restraint	LF	790		790	\$35.00	\$19,750.00		171	\$0.00	\$3,420.00	\$3,420.00	
96	2599-0999009	Railroad Removal	LF		750	750	\$20.00	\$15,000.00			\$0.00	\$0.00	\$0.00	
97	2599-0999009	Water Service, Copper, 1-1/2"	LF		57	57	\$30.00	\$1,710.00		104	\$0.00	\$3,120.00	\$3,120.00	
98	2599-0999009	Water Service, Copper, 1-1/2"	LF		25.9	25.9	\$35.00	\$906.50			\$0.00	\$0.00	\$0.00	
99	2599-0999009	Water Service, Copper, 2"	LF		9.5	9.5	\$80.00	\$760.00		10	\$0.00	\$800.00	\$800.00	
100	2599-0999009	Water Service, Copper, 3/4"	LF		1,542.80	1,542.80	\$38.00	\$44,186.40			\$0.00	\$21,420.00	\$21,420.00	
101	2599-0999014	Brick Paver Sidewalk	SF		3,180	3,180	\$13.00	\$41,340.00		765	\$0.00	\$800.00	\$800.00	
102	2599-0999014	P.C. Crossover, Colored & Stamped, 2"	SF		1,769	1,769	\$13.00	\$44,199.00			\$0.00	\$0.00	\$0.00	
103	2599-0999014	P.C. Paver Base, 3"	SF		3,180	3,180	\$5.00	\$15,900.00			\$0.00	\$0.00	\$0.00	
104	2599-0999014	Removal of Brick Pavers	SF		135	135	\$10.00	\$1,350.00		135	\$0.00	\$1,350.00	\$1,350.00	
105	2599-0999018	Ball Lane, P.C., 5' Colored	SY		198	198	\$95.00	\$18,810.00			\$0.00	\$0.00	\$0.00	
106	2601-2614015	MILLING, BOUNDED FIBER MATRIX	ACRE		0.8	0.8	\$4,900.00	\$3,920.00			\$0.00	\$0.00	\$0.00	
107	2601-2614044	SEEDING AND FERTILIZING (URBANI)	ACRE		0.8	0.8	\$2,350.00	\$1,880.00		0.09	\$211.50	\$0.00	\$211.50	

Item Number	Item Code	Item	Unit	Division			Total	Contract Prices			Quantity Completed			Value Completed			
				Fed Aid Part	Non-Fed Part	Total		Unit Price	Extended Price	Fed Aid Part	Non-Fed Part	Total	Fed Aid Part	Non-Fed Part	Total		
08	2601-2619010	SODDING	SQ	340.2	39.6	379.8	\$95.80	\$36,384.84									
09	2602-00000309	PERMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.	LF	750		750	\$2.50	\$1,875.00									
10	2602-00000350	REMOVAL OF PERMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	750		750	\$1.00	\$750.00									
11	2602-0010020	MOBILIZATIONS, EROSION CONTROL	EACH	10		10	\$1,000.00	\$10,000.00									
12	2610-00000212	MULCH, SHREDED BARK	CY	4		4	\$78.25	\$315.00									
13	2611-00000200	TREES, FURNISHED AND INSTALLED (WITH WARRANTY)	EACH	14		14	\$415.00	\$5,810.00									
TOTAL STR-0-13721619-70-17								\$2,331,167.78							\$177,425.45	\$477,510.95	\$654,936.40

**PAY ESTIMATE NO. 3 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	\$151,502.30	47.23%	\$94,406.80	\$57,095.50
SANITARY SEWER	\$228,531.00	\$149,798.04	65.55%	\$74,157.04	\$75,641.00
STORM SEWER	\$221,046.45	\$117,157.79	53.00%	\$70,017.29	\$47,140.50
STREET	\$1,205,572.59	\$78,218.27	6.49%	\$24,578.69	\$53,639.58
LANDSCAPING	\$71,842.84	\$211.50	0.29%	\$211.50	\$0.00
GENERAL MISCELLANEOUS	\$173,945.00	\$158,048.50	90.86%	\$78,337.50	\$79,711.00
ELECTRICAL	\$109,500.00	\$0.00	0.00%	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$2,331,187.78</b>	<b>\$654,936.40</b>	<b>28.09%</b>	<b>\$341,708.82</b>	<b>\$313,227.58</b>

RESOLUTION # \_\_\_\_\_

**AUTHORIZING THE REIMBURSEMENT OF FUNDS EXPENDED FROM THE GENERAL FUND,  
WATER REVENUE FUND, AND SANITARY SEWER FUND FROM THE PROCEEDS OF THE TAX  
INCREMENT FUND FOR PURPOSES OF CAPITAL PROJECTS INCIDENT AND RELATED TO THIS  
RESOLUTION**

WHEREAS, the City Council of the City of Clear Lake has heretofore entered into various contracts pertaining to the expenditure of lawfully available funds to finance costs associated with construction, professional services, and administrative costs related to the North Shore Drive STP Project; and

WHEREAS, the City wishes to use proceeds from the Tax Increment Fund to finance the costs of the aforementioned projects and reimburse the General Fund, Water Revenue Fund, and Sanitary Sewer Revenue Fund for costs attributable to said projects; and

WHEREAS, the City Council hereby finds and determines that the reimbursement for expenditure of funds from the General Fund, Water Revenue Fund, and Sanitary Sewer Revenue Fund of the City is not inconsistent with the City's budgetary and financial conditions; and

WHEREAS, the City Council hereby finds and determines that the adoption of this Resolution is in the best interests of the Citizens of the City of Clear Lake; now, therefore,

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

SECTION 1: This Resolution is a declaration of intent to reimburse the General Fund, Water Revenue Fund, and Sanitary Sewer Revenue Fund from the proceeds of the Tax Increment Fund for any capital expenditures and other costs incurred with respect to the Projects herein referenced.

SECTION 2: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

SECTION 3: All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 4: If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 5: This Resolution shall be in force and shall take effect upon its passage and approval by the City Council and Mayor.

Passed and approved October 20, 2014.

---

Nelson, P. Crabb, Mayor

Attest:

---

Jennifer Larsen, City Clerk

V&K



**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: 09/25/14  
APPLICATION NO.: 8

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: 08/26/14 TO: 09/25/14

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	\$ <u>1,657,666.00</u>
STORED MATERIALS	\$ <u>0.00</u>
TOTAL COMPLETED & STORED	\$ <u>1,657,666.00</u>
RETAINAGE 5%	\$ <u>82,883.30</u>

Date: 09/25/14

Subscribed and sworn before me this

09/25/14

TOTAL EARNED LESS RETAINAGE	\$ <u>1,574,782.70</u>
LESS PREVIOUS BILLINGS	\$ <u>1,501,789.45</u>
<b>CURRENT PAYMENT DUE</b>	\$ <u>72,993.25</u>

T.B.A., Notary Public, State of Texas

My commission expires

Reviewed: Veenstra & Kimm, Inc.

By: *Timothy A. Moreau* 10/6/14  
Timothy A. Moreau, P.E.  
Project Manager

Approved: City of Clear Lake

By: \_\_\_\_\_

Title: \_\_\_\_\_

**8 PROGRESS BILLING**

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

Period From: 08/26/14  
 Period To: 09/25/14  
 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	75.00%	30,000.00	30,000.00		10,000.00
<b>Site Work</b>						
Rough Grading	21,900.00	39.00%	8,541.00	8,541.00		13,359.00
Erosion Control	12,000.00	42.00%	5,040.00	5,040.00		6,960.00
Temporary Security Fence	6,500.00	100.00%	6,500.00	6,500.00		
Storm Sewer	8,500.00					8,500.00
Watermain	21,900.00					21,900.00
Permanent Fence	18,800.00					18,800.00
Approach, Driveway and Parking	23,300.00	25.00%	5,825.00	5,825.00		17,475.00
<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	120,955.00	21,345.00	
Access Tube & Platform	69,350.00					69,350.00
Floor Plate	26,500.00					26,500.00
Steel Tank Hoist	72,000.00					72,000.00
Roof	40,300.00					40,300.00
<b>Coatings</b>						
Pre Hoist Painting	89,500.00	62.00%	55,490.00		55,490.00	34,010.00
Post Hoist Painting	86,000.00					86,000.00
<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					14,800.00
<b>Electrical / Controls</b>	52,680.00					52,680.00
<b>Finish Out</b>						
Interior Fill	7,600.00	100.00%	7,600.00	7,600.00		
Slab on Grade	8,500.00					8,500.00
Control Room	6,500.00					6,500.00
Doors	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					25,000.00
<b>Current Contract Amount</b>	<b>\$2,229,000.00</b>		<b>\$1,661,366.00</b>	<b>1,584,531.00</b>	<b>\$76,835.00</b>	<b>\$567,634.00</b>

**8 PROGRESS BILLING**

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

**Period From:** 08/26/14  
**Period To:** 09/25/14  
**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>\$1,657,666.00</b>	<b>1,580,831.00</b>	<b>\$76,835.00</b>	<b>\$567,634.00</b>
Gross Amount Due			\$1,657,666.00	\$1,580,831.00	\$76,835.00	
Less Retainage (5%)			82,883.30	79,041.55	3,841.75	
Net Amount			\$1,574,782.70	\$1,501,789.45	\$72,993.25	
Less Previous Unpaid Billings						
Less Previous Paid Billings			1,501,789.45			
			\$72,993.25			
<b>Weather Days Requested This Period</b>				<b>Current Billing</b>	<b>\$72,993.25</b>	

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLEAR LAKE  
APPROVING THE REVISED JOB DESCRIPTION OF POLICE CHIEF

WHEREAS, on October 14, 2014, a committee appointed by the Mayor with the consent of the City Council reviewed and now recommends to the City Council the revised job description of Police Chief; and

WHEREAS, the City Administrator and City Attorney have reviewed the proposed recommendation to the City Council to approve the revised job description of Police Chief, a copy of which is attached hereto and incorporated herein by this reference.

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

1. That the revised job description of Police Chief is hereby approved.
2. That all prior job descriptions are hereby repealed.
3. That this Resolution shall become effective following its passage and approval as provided by law.

PASSED and APPROVED this 20<sup>th</sup> day of October, 2014.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

## CITY OF CLEAR LAKE

### CHIEF OF POLICE

STATUS: Exempt

DEPARTMENT : Police

APPROVED BY: City Council

DATE: June, 2000

REVISED: October, 2014

### BASIC FUNCTION

The Chief of Police is responsible for managing, supervising, controlling and directing the police department. Work involves the effective operation of the Police Department through control of activities, seeing that order is maintained, that laws and ordinances are enforced, and by taking measures to prevent crime and protect lives and property. Work also involves the planning of activities and the selection, training, assignment, supervision and discipline of all personnel assigned to the Department. The Police Chief consults with the City Administrator in determining plans and policies to be observed in the conduct of police operations and, except for general administrative direction, works independently in carrying on the police functions.

### ORGANIZATIONAL RELATIONSHIPS

Reports to:  
Mayor  
City Administrator (indirect)

Supervises:  
Police Lieutenants  
Police Officer  
Detective  
Dispatchers  
Civilian Supervisor  
School-Crossing-Guards

### ESSENTIAL JOB DUTIES & RESPONSIBILITIES

- A. ~~Directs and ensures proper operations of the Police Department.~~ Formulates and prescribes work methods and procedures to be followed by members of the Department; appraises conditions of work in the Department and takes necessary steps to ensure proper management and oversight of police department operations.
- B. ~~Acts as Animal Control Officer and Civil Defense Director.~~ Directs and oversees departmental activities and work related to animal control and emergency management operations.
- C. \*Addresses issues or incidents that have developed pertaining to the police department.
- D. Processes payroll and administrative paperwork on a regular basis.
- E. Reviews the activities of the police department on a 24-hour interval.

- F. Approves staff scheduling on a weekly basis
- G. Responds to public criticisms and solves civilian issues. Required to attend City Council meetings each month and report on the status of the Department and other issues within the community.
- H. \*Hires, disciplines and dismisses Police Department staff. Interviews, hires, and disciplines police personnel in consultation with the City Administrator. Evaluates employees annually and outlines personal development plans for employee.
- I. Assists with community projects and attends local programs, as necessary. \*Plans, implements, and maintains effective customer relations and public education programs. Serves as primary representative of the Department with civic organizations, public interest groups, elected representatives, schools, etc., by attending meetings related to public safety problems and law enforcement. Insures that any complaints against the Department or its personnel are handled effectively and in a timely manner.
- J. Manages and enforces state laws and city ordinances. ~~to ensure the community of Clear Lake is a safe and enjoyable place for all the citizens.~~
- K. ~~Manages the police presence in the city in order to deter any violation of the law.~~
- L. Oversee criminal and traffic control investigations including; evidence, witnesses, proper follow-up, interviewing and reports.
- M. Oversees ~~Manages~~ the cases presented to the prosecuting attorney and the charges and/or arrests that occur.
- N. ~~Manages public complaints regarding violations of city ordinances.~~ Performs other job-related duties as assigned.
- O. Prepares annual budget estimates and submits and defends fiscal requirements to the City Administrator, Finance Officer, Mayor, and City Council. Directs and supervises the expenditure of annual appropriations.
- P. Directs the proper accounting for money received or disbursed, maintenance and operation of police communications systems and maintenance of all police equipment and other property entrusted to its care for use or security.
- Q. Responds to issues from other local, State and Federal officers and agencies where activities of the Department are involved.

## STANDARDS OF PERFORMANCE

- A. Effective operation of the police department while maintaining a high level of quality and safety.
- B. Effective operations of the police department within budgetary guidelines.

- C. High level of proficiency in effectively managing others for high performance.
- D. Exceptional oral and written communication skills.
- E. Excellent time management and organizational skills.
- F. Demonstration of acceptable levels of attendance, strong work ethic, high level of customer service and positive attitude towards constituents and Clear Lake employees.
- G. ~~Interpersonal relationships that encourage openness, candor and trust, both internally and outside of the City of Clear Lake.~~ Establishes and maintains effective working relationships with City Officials, other agencies, fellow employees, and the general public
- H. Initiative and creative thinking in decision-making and problem resolution situations and in the performance of job duties.

## EDUCATION, EXPERIENCE AND TRAINING

- A. ~~Requires a four-year degree in criminal justice or equivalent.~~
- B. ~~A minimum of ten years of previous experience or equivalent.~~
- C. ~~Requires state certification — Iowa Law Enforcement Academy.~~
- D. ~~First Aid.~~
- E. ~~CPR.~~
- F. ~~Firearms training.~~

A minimum of six (6) years progressively responsible experience at the level of Police Lieutenant or above in a city, county, state, or federal law enforcement agency, in modern police work, which has afforded experience in a variety of police specialties and major command responsibilities.

Minimum educational requirement is graduation from an accredited traditional college or university with an Associates Degree in Criminal Justice, Police Science, Sociology, Public Administration, or related fields.

Degrees or diplomas earned in whole or in part from "virtual" or "internet-based" colleges or universities are not considered to meet the necessary educational requirements.

Maintain State certifications in CPR, firearms, first-aid, and the Iowa Law Enforcement Academy.

## MENTAL AND PHYSICAL REQUIREMENTS

- A. Ability to maintain a high level of visual attention and mental concentration for significant periods of time.
- B. Ability to solve complex problems and deal with a variety of variables in situations where minimal standardization exists.
- C. Ability to manage, mentor and lead others in the performance of their duties.
- D. Ability to read, analyze, and interpret government and department-related information **and prepare and present concise and meaningful oral and written material relating to the activities of the Department.**
- E. Ability to operate a motor vehicle; maintenance of a valid **Iowa** driver's license.
- F. Ability to manipulate necessary office equipment, computer software and peripherals.
- G. Ability to perform the following physical activities: standing, walking, ~~fingering~~, talking and repetitive motions.

## EQUIPMENT AND TOOLS

- A. General office equipment including, but not limited to: telephone/voicemail; fax machine; copy machine, and computer.
- B. **Police vehicles, including cruisers and other departmental vehicles.**
- C. Chemical agent spray.
- D. Police weapons.
- E. ASP (police baton).
- F. Radio equipment.

## WORKING ENVIRONMENT AND CONDITIONS

- A. ~~The worker is subject to both internal and external environments.~~ **Work is primarily performed in an office environment, but frequently requires on-site visits to emergency and crime scenes to observe subordinates in the field.**
- B. ~~Work will occasionally occur in a setting where temperatures may vary.~~ **Work may be performed under highly stressful conditions, and may involve extended periods of sitting, standing or walking.**
- C. ~~Work does require exposure to dangerous equipment or devices where safety initiatives are required.~~ **Must be able to operate a computer terminal and keyboard.**

- D. This position requires non-regular working hours and to be on call 24 hours a day, 7 days a week, to meet and/or respond to police emergencies.
- E. ~~Work is classified as very heavy work with the requirements of exerting in excess of 100 pounds of force occasionally, and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to move objects. Work under physically and emotionally stressful situations~~
- F. Must be able to communicate effectively in the English language over the telephone and radio, read and understand English rapidly and effectively.

**RESIDENCY REQUIREMENT**

**Due to the nature of this position, the Police Chief is required to live within the City's corporate limits or within 5 minute response time.**

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

RESOLUTION OF THE CITY OF CLEAR LAKE, IOWA, AUTHORIZING THE CITY TO CO-SIGN AN AGREEMENT WITH IOWA DEPARTMENT OF CULTURAL AFFAIRS AND THE NORTH IOWA CULTURAL CENTER AND MUSEUM; AUTHORIZING MATCHING FUNDS NECESSARY TO COMPLETE THE IOWA GREAT PLACES SURF DISTRICT PROJECT(S) PLAN (EXCLUDING MARQUEE)

WHEREAS, the Iowa Department of Cultural Affairs of the State of Iowa administers the Iowa Great Places Program; and

WHEREAS, the North Iowa Cultural Center & Museum, in cooperation and conjunction with the City, submitted a grant application for various capital improvement projects within the Surf District for consideration to the Great Places Program; and

WHEREAS, the Surf District was selected as an Iowa Great Place and awarded grant funding in an amount not to exceed \$101,000 for the completion of the Project(s) Plan, subject to providing the required matching share and entering into a grant agreement.

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

SECTION 1. That the City of Clear Lake, Iowa, hereby authorizes the City Administrator to execute an agreement with the Iowa Department of Cultural Affairs and the North Iowa Cultural Center & Museum.

SECTION 2. That the City of Clear Lake, Iowa, hereby agrees to provide a matching share for purposes of completing the Iowa Great Places Surf District Project(s) Plan (excluding Marquee) to the North Iowa Cultural Center & Museum.

PASSED and APPROVED this 20<sup>th</sup> day of October, 2014.

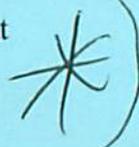
\_\_\_\_\_  
Mayor Nelson P. Crabb

Attest:

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

work group to identify street segments for overlay improvements and that the following street segments are proposed: 2<sup>nd</sup> Ave N, N 3<sup>rd</sup> St to N 6<sup>th</sup> St; 3<sup>rd</sup> Ave N, N Lakeview Drive to N 3<sup>rd</sup> St; 14<sup>th</sup> Ave S, S 8<sup>th</sup> St to S Shore Drive; and 15<sup>th</sup> Ave S, S 8<sup>th</sup> St to S Shore Drive. He noted that City staff has negotiated a professional services agreement with Yaggy Colby Associates for the proposed project. Danburg reviewed the proposed professional services agreement and stated that the agreement is in the amount of \$15,800 and includes design and bidding services and that it represents roughly 6.3% of the estimated cost of construction. Brant moved to approve the Professional Services Agreement for the 2014 Street Resurfacing Project, seconded by Unsworth. Passed Unanimously.

Mayor Crabb asked for the Council's approval to submit a letter of intent to the Iowa Department of Cultural Affairs to apply for a grant through the Iowa Great Places Program. He stated that the deadline to submit the letter of intent is October 1<sup>st</sup> and if selected the deadline to submit a full proposal is January 15, 2014. After general discussion, it was the consensus of the Council to submit the letter of intent.



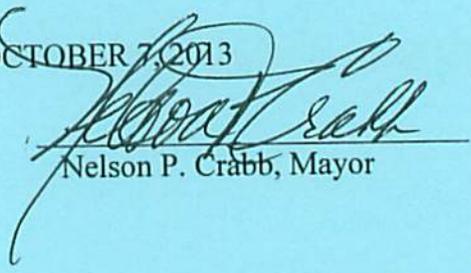
Joe Weigel, Public Works Director, gave an update on the repairs to the John Deere flail motor tractor and stated that after obtaining prices for a new unit versus the repairs the department elected to have the tractor repaired due to the cost savings.

Flory reviewed an RFP for a Citywide Strategic Sidewalk Master Plan. He stated that response to the request for proposals will be due October 3<sup>rd</sup> and a selection process will follow with a recommendation to be given at the October 21<sup>st</sup> meeting.

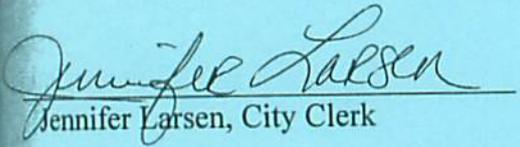
Flory advised the Council that he would like to schedule a public informational meeting in reference to the N. Shore Drive Street Reconstruction Project and suggested October 1<sup>st</sup> from 6:00 p.m. to 8:00 p.m. Flory stated notices would be mailed to affected property owners advising them of the meeting.

There being no further business before the Council, Callanan moved to adjourn at 7:43 p.m., seconded by Brant. Passed Unanimously.

NEXT MEETING - MONDAY, OCTOBER 7, 2013

  
Nelson P. Crabb, Mayor

ATTEST:

  
Jennifer Larsen, City Clerk

CL MIRROR COPY

9-16-13

December 31, 2018. Unsworth introduced the following **Resolution** and moved its adoption, seconded by Brant. Roll Call: Passed Unanimously. Whereupon, the Mayor declared the following duly adopted:

RESOLUTION No. 13-67

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITIES OF CLEAR LAKE AND MASON CITY AND CERRO GORDO COUNTY, IOWA, FOR THE ECONOMIC DEVELOPMENT PROJECT PLANNING AREA

Joe Weigel, Public Works Director, gave an update on the following: Pre-construction conference for the 14<sup>th</sup> Avenue S. Public Approach Enhancement Project; review of (10/14 – 10/16) Large Item Pick-up; and the Northwest Water Tower Improvement Project.

Flory stated that the City has received notification from the Iowa Department of Cultural Affairs that the City has been invited to submit a full grant application through the Iowa Great Places Program. He stated the deadline to submit a full proposal is January 15, 2014.

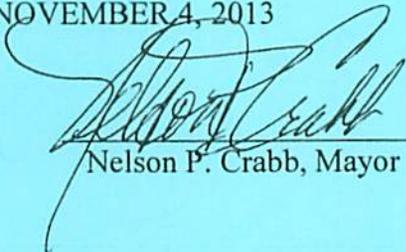
Flory reviewed the proposed Citywide Strategic Sidewalk Improvement Plan and stated that the committee comprised of Flory, Mayor Crabb, Council Members Callanan and Unsworth have reviewed the proposals received and it is the collective opinion of the committee to develop a professional services agreement with Veenstra & Kimm. He advised that this item would be placed on the agenda for the November 4<sup>th</sup> regular Council meeting.

Nelson moved to go into Closed Session at 7:52 p.m. pursuant to Code of Iowa Section 21.5 (1)(j) to discuss the purchase of particular real estate, seconded by Nelson. Roll Call: Passed Unanimously.

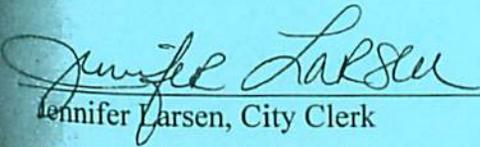
Brant moved to return to open session at 8:11 p.m. with no final action being taken in Closed Session, seconded by Nelson. Passed Unanimously.

There being no further business before the Council, Boehnke moved to adjourn at 8:14 p.m., seconded by Nelson. Passed Unanimously.

NEXT MEETING – MONDAY, NOVEMBER 4, 2013

  
Nelson P. Crabb, Mayor

ATTEST:

  
Jennifer Larsen, City Clerk

**I O W A**



**GREAT  
PLACES**

**IOWA DEPARTMENT OF  
CULTURAL AFFAIRS**

## Grant Agreement

IOWA GREAT PLACES GRANT AGREEMENT

---

**RECIPIENT:** North Iowa Cultural Center  
**NUMBER:** 2014 - 10317  
**EFFECTIVE DATE:** June 30, 2014  
**PROJECT NAMES:** 3 Stars Plaza Sound System, Wayfinding Signage Project, Surf District Surf Ballroom Marquee Renovation, Surf Ballroom Right-of-Way & Parking Lot Landscape Enhancement  
**GRANT AWARD:** \$101,000  
**PROJECT COMPLETION DATE:** June 30, 2017

---

This IOWA GREAT PLACES GRANT AGREEMENT is made by and between the Iowa Department of Cultural Affairs ("DCA") and the North Iowa Cultural Center & Museum (the "Recipient").

WHEREAS, the Iowa Great Places Program ("Program") was established by the Iowa Legislature and the Governor of Iowa for the purposes of combining resources of state government in an effort to showcase the unique and authentic qualities of communities, regions, neighborhoods and districts in Iowa; and

WHEREAS, the Iowa Legislature has appropriated monies to the Iowa Great Places Fund ("Fund") established pursuant to Iowa Code section 303.3D (2005), with the stipulation that such monies be used by DCA to fund projects for identified Iowa Great Places pursuant to the stipulations provided in that section; and

WHEREAS, the Recipient has been designated as an Iowa Great Place; and

WHEREAS, the Recipient has submitted a proposal to DCA requesting monies from the Fund to help finance the Project described in this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and intending to be legally bound, DCA and the Recipient agree to the following terms and conditions:

**ARTICLE 1**  
**DEFINITIONS**

As used in this Agreement, the following terms shall apply:

1.1 **AGREEMENT** means this document, the Project Plan and Project Budget. In the event of a conflict between one or more of the foregoing documents, the conflict shall be resolved according to the priority, ranked in descending order, as the documents are listed in the previous sentence.

1.2 **GRANT FUNDS** means an award of assistance from the Fund made by DCA to the Recipient pursuant to the terms and conditions of this Agreement.

1.3 **PROJECT** means the detailed work, services, and other obligations to be performed or accomplished by the Recipient as described in this Agreement, the Project Plan and Project Budget.

1.4 **PROJECT COMPLETION DATE** means the date stated above, which is the date by which the Recipient must complete the Project in order to request reimbursement.

1.5 **PROJECT SITE** means the real property on which the Project property is located.

1.6 **TERMINATION DATE** means the date this Agreement terminates, which shall occur when this Agreement is terminated by DCA pursuant to Article 10, or at the Project Completion Date.

**ARTICLE 2**  
**IDENTITY OF THE PARTIES**

2.1 DCA is a public instrumentality of the State of Iowa charged with the administration of the Program.

2.2 Recipient is a legally recognized entity in the State of Iowa and, per their grant application to DCA, serves as the designated lead applicant for the Iowa Great Places Project and is subject to grant reporting requirements.

**ARTICLE 3**  
**FUNDING**

3.1 **FUNDING SOURCE** Funds for the Project are limited to those monies appropriated and legally available to DCA in the Fund. The funds of the State of Iowa ("State"), other than those of the Fund, are not obligated or available to meet any

obligations of DCA created by this Agreement, and this Agreement shall not constitute an obligation or debt of DCA or the State.

3.2 **RECEIPT OF FUNDS** All disbursements of Grant Funds under this Agreement are subject to possession by DCA of sufficient legally available monies in the Fund. If the Legislature fails to make appropriations to the Fund; or if Grant Funds are de-appropriated, reduced, diverted, delayed, insufficient or unavailable for any other reason, so that, as determined by DCA in its sole discretion, DCA is unable to meet its obligations under this Agreement, then DCA shall have no obligation to fund the Project, in whole or in part.

#### **ARTICLE 4** **TERMS OF GRANT**

4.1 **EXECUTION OF PROJECT** The Recipient shall execute the Project as described in the Project Plan and in accordance with the Project Budget.

4.2 **DISBURSEMENT OF FUNDS** Subject to the terms and conditions of this Agreement, DCA shall disburse Grant Funds to the Recipient to reimburse the Recipient for approved Project costs and expenses incurred by The Recipient consistent with the Project Plan and Project Budget. The Recipient shall designate a single Recipient to claim and receive any disbursements.

4.3 **MAXIMUM PAYMENTS** It is understood and agreed that the Grant Funds disbursed by DCA to reimburse the Recipient for Project costs and expenses shall not exceed the Grant Award unless otherwise agreed through a written amendment to this Agreement and that DCA's ultimate financial responsibility under this Grant Agreement will not exceed the Grant Award.

4.4 **RECORD RETENTION AND ACCESS** The Recipient shall maintain its books, documents and records that sufficiently and properly document The Recipient's receipt and use of Grant Funds under this Agreement for a period of at least five (5) years following the later of the Project Completion Date, Termination Date, or the completion of any required audit. The Recipient shall permit the Auditor of the State or any authorized representative of the State, at no charge, to access and examine, audit, excerpt and transcribe any pertinent books, documents, or electronic or optically stored and created records or other records relating directly or indirectly to the Project or Grant Funds.

4.5 **RESERVED.**

4.6 **DOCUMENTATION** Within ten (10) days of its receipt of a written request from DCA, The Recipient shall deliver to DCA: (i) copies of all agreements or documents relating to the Project; (ii) copies of all invoices, receipts, statements or vouchers relating to the Project; (iii) a list of all unpaid bills for labor and materials in connection with the Project; and (iv) estimated remaining costs and expenses required to

complete the Project.

4.7 **PRIOR COSTS** No costs or expenses incurred by any Recipient prior to the Effective Date shall be reimbursed by DCA unless DCA specifically agrees, in its sole discretion and in writing, to allow and reimburse such costs and expenses.

4.8 **RESERVED.**

## **ARTICLE 5** **CONDITIONS TO DISBURSEMENT**

5.1 **CONDITIONS TO DISBURSEMENT** The following conditions shall be met before DCA disburses Grant Funds to any Recipient:

(a) **AGREEMENT EXECUTED** This Agreement shall have been properly executed by the Recipient and returned to DCA.

(b) **RECEIPT OF OTHER FUNDING** The Recipient shall have received and shall have documented, to the satisfaction of DCA, all matching funds and other funds, beyond the Grant Funds, necessary to complete the Project.

(c) **SUBMISSION OF RECIPIENT DOCUMENTATION** The Recipient shall have submitted the following documents to DCA:

- i. A resolution of the authorization for execution of this Agreement by the governing body overseeing the Recipient and specifying the officer authorized to execute this Agreement.
- ii. Project Plan and Project Budget.
- iii. Completed form "W-9, Request for taxpayer identification number and certification."
- iv. All documents required pursuant to Article 6.1 hereof.
- v. Such other documents as DCA may reasonably request.

## **ARTICLE 6** **DISBURSEMENT OF GRANT FUNDS**

6.1 **REQUIRED DOCUMENTATION** All disbursements of Grant Funds shall be subject to receipt by DCA of a reimbursement request form ("Request for Reimbursement") from the Recipient, which shall be submitted with itemized costs and expenses listed and supporting documentation attached. Prior to submission to DCA, the Recipient shall review each Request for Reimbursement to verify that claimed

expenditures are allowable costs and expenses. DCA shall review the Request for Reimbursement in a timely manner, and if DCA determines that: (i) all itemized costs and expenses are allowable and eligible for reimbursement, and (ii) the supporting documentation is acceptable, it shall promptly process payment to the Recipient.

6.2 **SUSPENSION OF DISBURSEMENTS** If any Recipient is in breach of this Agreement (as provided in Article 10 hereof), DCA may suspend disbursement of Grant Funds to the Recipient until such time as the breach has been cured to DCA's satisfaction. Notwithstanding anything to the contrary in this Agreement, upon a termination of this Agreement due to a breach any Recipient, DCA's obligation to disburse Grant Funds for the Project shall end as of the Termination Date.

6.3 **DISALLOWED EXPENSES** Any costs and expenses reimbursed by DCA which are subsequently determined to be unallowable through audit procedures shall be returned by The Recipient to DCA within thirty (30) days of notice of the disallowance.

## **ARTICLE 7** **REPRESENTATIONS AND WARRANTIES OF RECIPIENT**

To induce DCA to make the Grant Award, the Recipient represents, covenants, and warrants that:

7.1 **AUTHORITY** Recipient is duly organized and validly existing under the laws of the State of Iowa and is in good standing, and has complied with all applicable laws, regulations and orders. Recipient is duly authorized and empowered to execute and deliver this Agreement. All action on the part of the Recipient, such as appropriate resolution of their governing body for the execution and delivery of the Agreement, has been effectively taken.

7.2 **THE RECIPIENT INFORMATION** All statements and related information and materials concerning the Recipient and the Project provided to DCA are and shall be true and correct in all material respects and completely and accurately represent the subject matter thereof as of the effective date of the statements and related materials, and no material adverse change has occurred since that date.

7.3 **PROJECT PLAN** The Project Plan is a complete and accurate representation of the Project.

7.4 **CLAIMS AND PROCEEDINGS** There are no actions, lawsuits or proceedings pending or, to the knowledge of the Recipient, threatened against the Recipient affecting in any manner whatsoever the Property or the Project, Recipient's right to execute this Agreement, or the ability of the Recipient to carry out the transactions or comply with its obligations contained in this Agreement.

7.5 **COMPLIANCE WITH LAWS AND REGULATIONS** The Recipient and their employees, agents, officers, directors, contractors and subcontractors shall

comply with all applicable federal, state, international, and local laws, rules, ordinances, codes, regulations and orders when performing within the scope of this Agreement..

7.6 **ELIGIBILITY OF EXPENSES** The Recipient understands and acknowledges that the governmental appropriation of monies for the Fund places limitations on the types of expenditures for which Grant Funds can be used and that the Recipient will not be reimbursed for expenses that fall outside such limitations. The Recipient represent and warrant that all Project expenses submitted by the Recipient for reimbursement hereunder will be eligible expenses under the terms of the appropriations.

7.7 **RENEWAL OF REPRESENTATIONS** The representations and warranties of this Article 7 are made as of the Effective Date of this Agreement and shall be deemed to be renewed and restated by the Recipient at the time of each request for disbursement of funds.

## **ARTICLE 8** **COVENANTS OF RECIPIENT**

The Recipient covenant to DCA that:

8.1 **NON-ASSIGNMENT** The Recipient will not assign this Agreement or otherwise transfer any of its rights hereunder or delegate any of its obligations hereunder, without the prior written consent of DCA, and any such attempted assignment, transfer or delegation without DCA's prior written consent shall be void.

8.2 **NOTICE OF MEETINGS** The Recipient will notify DCA at least three (3) business days in advance of all meetings of their governing bodies at which the subject matter of this Agreement or Project is proposed to be discussed. The Recipient will provide DCA with copies of the agenda and minutes of such meetings and expressly agree that DCA shall have the right to send a representative to attend any and all such meetings.

8.3 **COMPLIANCE WITH LAWS AND REGULATIONS** In planning, developing, operating and maintaining the Project and the Project Property, the Recipient will comply with any and all applicable federal, state, and local laws, rules, ordinances, regulations and orders.

## **ARTICLE 9** **INDEMNIFICATION**

9.1 **INDEMNIFICATION BY RECIPIENT** The Recipient and their successors and permitted assigns shall defend, protect, indemnify and hold harmless the DCA, the State and their employees, officers, board members, agents, representatives, and officials ("Indemnitees") from and against any and all claims, actions, suits, liabilities, damages, losses, settlements, demands, deficiencies, judgments, costs and

expenses (including, without limitation, the reasonable value of time of the Attorney General's Office and the costs, expenses and attorney fees of other counsel retained by any Indemnitee) directly or indirectly related to, resulting from, or arising out of this Agreement ("Claims"), including, but not limited to, any Claims related to, resulting from, or arising out of:

(a) Any violation or breach of any term or condition of this Agreement by or on behalf of any Recipient, including, without limitation, the furnishing or making by any Recipient of any statement, representation, warranty or covenant in connection herewith, that is false, deceptive, or materially incorrect or incomplete; or

(b) Any act or omission of any Recipient, including, without limitation, any negligent acts or omissions, intentional or willful misconduct, or unlawful acts of any Recipient, its agents, officers, officials, directors, employees, board members, subsidiaries, affiliates, contractors or subcontractors; or

(c) Any Recipient's performance or attempted performance of this Agreement; or

(d) Failure by any Recipient or their agents, officers, officials, directors, employees, board members, subsidiaries, affiliates, contractors or subcontractors to comply with any applicable local, state, federal and international laws, rules, ordinances and regulations.

9.2 **SURVIVAL** The Recipient's duties as set forth in this Article 9 shall survive the termination of this Agreement and shall apply to all acts or omissions taken or made in connection with the performance of this Agreement regardless of the date any potential Claim is made or discovered by DCA or any other Indemnitee.

9.3 **DEFENSE OF CLAIM** DCA shall reasonably cooperate with the Recipient to facilitate the defense of any Claim against DCA. DCA reserves the right to participate in the defense of any such Claim.

## **ARTICLE 10** **TERMINATION**

10.1 **TERMINATION FOR CAUSE BY DCA** DCA may terminate this Agreement upon written notice for the breach by any Recipient of any material term, condition, provision or covenant of this Agreement, if such breach is not cured within the time period specified in DCA's notice of breach or any subsequent notice or correspondence delivered by DCA to The Recipient, provided that cure is feasible. In addition, the Department may terminate this Agreement effective immediately without penalty and without advance notice or opportunity to cure for any of the following reasons:

- (a) Any Recipient furnishes any statement, representation, warranty or certification in connection with this Agreement that is false, deceptive, misleading or materially incorrect or incomplete;
- (b) Any Recipient or any of any Recipient's officers, directors, employees, agents, subsidiaries, affiliates, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;
- (c) Dissolution of any Recipient or any parent or affiliate of Recipient owning a controlling interest in any Recipient, or termination or suspension of any Recipient's business;
- (d) Any Recipient's corporate existence or good standing in Iowa is suspended, terminated, revoked or forfeited;
- (e) Any Recipient has failed to comply with any applicable international, federal, state, or local laws, rules, ordinances, regulations or orders when performing within the scope of this Agreement;
- (f) DCA determines or believes any Recipient has engaged in conduct that has or may expose the DCA or the State of Iowa to material liability;
- (g) Any Recipient or any corporation, shareholder or entity having or owning a controlling interest in any Recipient: (i) becomes insolvent or bankrupt; (ii) admits in writing its inability to pay its debts as they mature; (iii) makes an assignment for the benefit of creditors; (iv) applies for or consents to the appointment of a trustee or receiver for the Recipient or for the major part of its property; (v) has a trustee or receiver appointed for it or for all or a substantial part of its assets, and the order of such appointment is not discharged, vacated or stayed within sixty (60) days after such appointment; or (vi) bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors, are instituted by or against any Recipient and, if instituted against Recipient is consented to, or, if contested by any Recipient, is not dismissed by the adverse parties or by an order, decree or judgment within sixty (60) days after such institution;
- (h) In DCA's sole determination, any Recipient has not made substantial progress toward completion of the Project within one hundred eighty (180) days after the Effective Date of this Agreement, or if any Recipient fails to complete the Project by the Project Completion Date;
- (i) In DCA's sole determination, the Project is not operated and

maintained at a professional level consistent with the highest industry standards, or is no longer serving and providing a public use or benefit consistent with the public purposes forming the basis for the Grant Award;

(j) If the Recipient expends Grant Funds for purposes other than for payment of approved itemized costs and expenses submitted by the Recipient in a Request for Reimbursement; and

(k) The Recipient fails to receive the matching funds and other funds, besides the Grant Funds, necessary to complete the Project under the terms of this Agreement.

#### 10.2 TERMINATION DUE TO LACK OF FUNDS OR CHANGE IN LAW

Notwithstanding anything in this Agreement to the contrary, DCA shall have the right to terminate this Agreement immediately, without penalty and without advance notice, as a result of any of the following:

(a) The Legislature or Governor of the State fails to appropriate funds sufficient in the sole opinion of DCA to allow DCA either to meet its obligations under this Agreement or to operate as required to fulfill its obligations under this Agreement.

(b) Program funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by DCA to make reimbursements hereunder are insufficient or unavailable for any other reason as determined by DCA in its sole discretion.

(c) If DCA's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified, or if the DCA's duties, programs or responsibilities are modified or materially altered.

(d) If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the DCA's ability to fulfill any of its obligations under this Agreement.

10.3 MUTUAL TERMINATION FOR CONVENIENCE This Agreement may be terminated, in whole or in part, upon the mutual agreement of the parties for any reason.

10.4 NON-EXCLUSIVE REMEDY DCA's right to terminate this Agreement shall be in addition to and not exclusive of other remedies available to DCA, and DCA shall be entitled to exercise any other rights and pursue any remedies, in law, at equity, or otherwise.

## 10.5 EFFECT OF TERMINATION

(a) If this Agreement is terminated by DCA pursuant to Article 10.1 hereof, The Recipient shall repay all Grant Funds received by The Recipient within thirty (30) days of DCA's written request;

(b) If this Agreement is terminated by DCA pursuant to Article 10.2 hereof, or by agreement of the parties pursuant to Article 10.3 hereof, disbursements shall be paid for approved, documented Project costs and expenses incurred by The Recipient through the Termination Date within thirty (30) days of receipt by DCA of a Request for Reimbursement for such costs and expenses, subject to legally available Grant Funds. Any costs and expenses reimbursed by DCA which are subsequently determined to be unallowable through audit procedures shall be returned by The Recipient to DCA within thirty (30) days of notice of the disallowance.

## ARTICLE 11 RESERVED

## ARTICLE 12 GENERAL TERMS AND PROVISIONS

12.1 BINDING EFFECT This Agreement shall be binding upon and shall inure to the benefit of DCA and The Recipient and their respective heirs, successors, legal representatives and assigns.

12.2 TIME IS OF THE ESSENCE Time is of the essence with respect to The Recipient' performance of its obligations under this Agreement.

12.3 IOWA GREAT PLACES RECOGNITION The Project shall recognize, in a manner acceptable to DCA, the financial contribution to the Project made by the State through the Program.

12.4 SEVERABILITY Each provision of this Agreement shall be deemed to be severable from all other provisions of the Agreement and, if one or more of the provisions of the Agreement shall be declared invalid, the remaining provisions of the Agreement shall remain in full force and effect.

12.5 CHOICE OF LAW AND FORUM The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the proceeding shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if such court has jurisdiction. If however, such court lacks jurisdiction

and jurisdiction lies only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division.

This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to DCA or the State of Iowa.

12.6 **MODIFICATION** Neither this Agreement nor any documents incorporated by reference in connection with this Agreement may be changed, waived, modified, amended or discharged except through a writing executed by both parties. Examples of situations where amendments are required include, without limitation, extensions of the Project Completion Date or material changes to the Project. DCA will consider whether an amendment request is so substantial as to necessitate re-evaluating DCA's decision to provide a Grant Award for the Project. An amendment will be denied by DCA if it substantially alters the circumstances under which the Project funding was originally approved or if it does not meet requirements set forth in Iowa Code Sections 303.3C or 303.3D.

12.7 **NOTICES** Notices under this Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice hereunder. The effective date for any notice under this Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS:

If to DCA:

Iowa Department of Cultural Affairs  
State of Iowa Historical Building  
600 E. Locust St.  
Des Moines, IA 50319-0290  
Attn: Director

If to Recipient:

(a) Any notice or communication sent by certified U.S. Mail under this Agreement shall be deemed given upon receipt as evidenced by the U.S. Postal Service return receipt card, or if sent by overnight delivery service, upon receipt as evidenced by the signature obtained by the carrier.

(b) From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.