CITY COUNCIL MEETING

City of Davenport, Iowa

Wednesday, December 9, 2015; 5:30 PM

City Hall, 226 West Fourth Street

REVISED December 8, 2015

I. Moment of Silence

II. Pledge of Allegiance

III. Roll Call

IV. Meeting Protocol and Decorum

V. Approval of Minutes

Approval of the Minutes of the November 24, 2015 City Council Meeting

VI. City Administrator Update

VII. Report on Committee of the Whole

Approval of the Report of the Committee of the Whole December 2, 2015

VIII. Appointments, Proclamations, Etc.

IX. Presentations

A. Firefighter Swearing In Ceremony

Benjamin Weinstein
Michael Munro
Rodrigo Montoya

X. Petitions and Communications from Council Members and the Mayor

XI. Individual Approval of Items on the Discussion Agenda

1. First Consideration: Ordinance amending Schedule XI of Chapter 10.96 entitled "Resident Parking Only" by adding Farnam Street in front of the property at 1315 Farnam Street. [Ward 3]

COMMITTEE OF THE WHOLE RECOMMENDS SUSPENSION OF THE RULES AND PASSAGE ON FIRST CONSIDERATION

1. Motion for suspension of the rules.
2. Motion for passage of second and third consideration.

2. Second Consideration: Ordinance amending Schedule XIII of Chapter 10.96 entitled "7-Ton Truck Restrictions" by adding W. 65th Street from Western Avenue to the

frontage road west of Brady Street. [Ward 8]

COMMITTEE OF THE WHOLE RECOMMENDS SUSPENSION OF THE RULES AND PASSAGE ON SECOND CONSIDERATION

1. Motion for suspension of the rules.
2. Motion for passage of third consideration.

XII. Approval of All Items on the Consent Agenda

**NOTE: These are routine items and will be enacted at the City Council Meeting by one roll call vote without separate discussion unless an item is requested to be removed and considered separately.

Community Development

1. Resolution amending the Downtown Urban Renewal Area Plan.[Ward 3]
2. Resolution approving the economic development agreement for assistance to Putnam Landlord, LLC. [Ward 3]
3. Resolution approving Case No. ANX15-01, the annexation of 63.37 acres more or less, of territory located south of Slopertown Road west of the new rail spur serving the Eastern Iowa Industrial Center. (Greater Davenport Redevelopment Corporation, Petitioner; Case No. ANX15-01). [Ward 8 as expanded].

Public Safety

1. First Consideration: Ordinance amending Schedule XI of Chapter 10.96 entitled "Resident Parking Only" by adding Brown Street in front of the property at 2104 Brown Street. *[Ward 4]*
2. First Consideration: Ordinance amending Schedule VII of Chapter 10.96 entitled "No Parking" by adding Oklahoma Avenue along both sides from Locust Street north 265 feet. *[Ward 1]*
3. Motion approving noise variance request(s) for various events on the listed dates at the listed times.

   Circle Tap, 1345 W Locust St, New Years Eve Celebration, December 31, 2015; 8:00 PM - Midnight; Over 50 dba; Ward 4
4. Motion approving beer and liquor license applications.

   A. New license, new owner, temporary permit, temporary outdoor area, location transfer, etc. (as noted):

   Ward 3

   Endless Brews (Endless Brews, LLC) - 310 Main St. - License Type: B Beer

   Professional Sports Catering @ Modern Woodmen Park (Professional Sports Catering, LLC) - 209 S Gaines St. - Outdoor Area - License Type: C Liquor

B. Annual license renewals (with outdoor area renewals as noted):

Ward 3

Gravy's (Gravy's Bar and Grill, Inc.) - 1902 Rockingham Rd. - License Type: C Liquor

Hotel Blackhawk (Innkeeper Hospitality Services, LLC) - 200 E 3rd St. - Outdoor Area - License Type: B Liquor / B Wine

QC Marts (Bethany Enterprises, Inc.) - 813 W 2nd St. - License Type: C Beer

Volkan Night Club, Inc. (Volkan Night Club, Inc.) - 813 W 2nd St. Unit 2 - Outdoor Area - License Type: C Liquor

Ward 6

Café Indigo (Café Indigo, LLC) - 4925 Utica Ridge Rd. - Outdoor Area - License Type: B Wine

Hy-Vee Food & Drugstore #3 (Hy-Vee, Inc.) - 1823 E Kimberly Rd. - License Type: E Liquor / C Beer / B Wine

Public Works

1. Motion awarding the bid for the flooring and tile in the new Central Fire Station building to Long's Carpet & Interiors of Rock Island in the amount of $130,000. [Ward 3]

Finance

1. Motion approving the final economic development incentive payment to Scott County Casino, LLC of not-to-exceed $9,975,000 related to the Elmore Avenue Extension Phase I project from just north of Veterans Memorial Parkway to Jersey Ridge Road. [Ward 6]
2. Motion awarding a contract to install a boat house for the Fire Department's rescue boats to Tiger Docks of O'Fallon, MO in an amount not-to-exceed $240,000. [Ward 3]
3. Motion awarding the purchase of five 3/4-ton pick-up trucks with plows to Courtesy Ford of Davenport, IA in the amount of $174,114. [All Wards]

XIII. Other Ordinances, Resolutions and Motions

1. Motion to suspend the rules to add the action items below.
2. Resolution approving the 2015 Davenport Public Transportation Plan containing a new route structure and authorizing staff to begin operational planning. [All Wards] (7 votes required to override Mayor's veto of December 5, 2015)
3. Motion awarding the purchase of three single-stream recycling truck chassis with 60/40 tandem axels and bodies to Elliot Equipment Co. of Davenport in the amount of $703,630.32. [All Wards]

4. Motion directing the Finance Director to review again claims for payment related to the Harrison Street resurfacing project to determine payment eligibility.

5. Motion approving Change Orders #1 and #2 to Langman Construction, Inc. for a net amount of $82,100 for a retaining wall along the north side of East 6th St. between Grand and Sylvan Avenues, CPED Project #BG250. A retaining wall is necessary to properly construct new sidewalk, gutter & curb on this side of the ROW. [Ward 3]

XIV. Public with Business

PLEASE NOTE: At this time individuals may address the City Council on any matters of City business. This is not an opportunity to discuss issues with the Council members or get information. In accordance with Open Meetings law, the Council can not take action on any complaint or suggestions tonight, and can not respond to any allegations at this time.

Please state your Name and Ward for the record. There is a five (5) minute time limit. Please end your comments promptly.

XV. Reports of City Officials

XVI. Adjourn

City of Davenport

Agenda Group: Council
Department: City Clerk
Contact Info: Jackie Holecek
Wards: All

Action / Date
12/9/2015

Subject:
Approval of the Minutes of the November 24, 2015 City Council Meeting

Recommendation:

Relationship to Goals:

Background:

ATTACHMENTS:

	Type	Description
	Cover Memo	CC MIN 112415

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	11/30/2015 - 5:41 PM

COUNCIL CHAMBERS, CITY HALL, Davenport, Iowa, November 24, 2015---The Council observed a moment of silence. Pledge of Allegiance. The Council met in regular session at 5:30 PM with Mayor Gluba presiding and all aldermen present.

The minutes of the November 10, 2015 City Council meeting were approved as printed.

The report of the Committee of the Whole was as follows: COUNCIL CHAMBERS, CITY HALL, Davenport, Iowa, Wednesday, November 18, 2015---The Council observed a moment of silence. Pledge of Allegiance. The Council met in Committee of the Whole at 5:30 PM with Mayor Gluba presiding and all alderman present. The following Public Hearings were held: Community Development: for the purpose of amending and expanding the North Urban Renewal Area and Plan; on the Plans, Specifications, Form of Contract and Estimate of Cost for the 5th Street Pavers Project. This project will include infrastructure maintenance and improvements for a total of $400,000 budgeted in CDBG funds; Public Works: on an amended State Revolving Fund Sewer Revenue Loan and Disbursement Agreement. Action items for Discussion: (The votes on all motions were by voice vote. All votes were unanimous unless specifically noted.) Community Development: Ald. Boom reviewed all items listed. On motion by Ald. Gordon, second by Ald. Meeker items 2, 3, 4 with a recommendation for suspension of the rules and passage on second consideration and item 5 moved to moved to the Discussion agenda; all other items moved to the Consent Agenda. Public Safety: Ald. Matson reviewed all items listed. On motion by Ald. Tompkins, second by Ald. Edmond. On motion by Ald Tompkins, second by Ald. Edmond all items moved to the Consent Agenda. Public Works: Ald. Ambrose reviewed all items listed. On motion by Ald. Edmond, second by Ald. Meeker all moved to the Consent Agenda. Finance: Ald. Justin reviewed all items listed. On motion by Ald. Edmond, second by Ald. Boom items 3 and 4 moved to the Discussion agenda; all other items moved to the Consent Agenda. Council adjourned at 7:12 p.m.

The following Appointments were approved: Citizens Advisory Committee: Bob Babcock; Sister Cities Board: Patrick O'Leary, Sana Harb, James Slavens, George Eaton, Dennis Patricio Naranjo Leiva, Dr. John Stachula, 530.

The following Presentations were given: 2015/2016 Snow Plan; SECC Briefing.

The Discussion Agenda items were as follows: NOTE: The votes on all ordinances and resolutions were by roll call vote. The votes on all motions were by voice vote. All votes were unanimous unless specifically noted.

The following ordinance moved to second consideration: providing for the division of taxes levied on taxable property in 2016 in the North Economic Development Area, pursuant to Section 403.19 of the Code of Iowa.

The following ordinances were adopted on second consideration upon suspension of the rules and passage onto third consideration: for Case No. ORD15-01 to amend Title 17.29 of the Davenport Municipal Code, entitled, Zoning, DDOD Downtown Design Overlay District, regarding the composition and qualifications of the Design Review Board; and Title 17.45 of the Davenport Municipal Code, entitled Zoning, Sign Regulations, regarding standards for Dynamic Display Signs, 531; for Case LL15-02 for the Local Landmark Designation of the Oakdale Cemetery located at 2501 Eastern Avenue, pursuant to the provisions of Chapter 17.23 of the Municipal code of Davenport, Iowa, 532; for Case ROW15-09 for the right-of-way vacation (abandonment) of 8,880 square feet of public right-of-way known as a 20 foot wide north-south alley bounded on the south by West 7th Street and on the north by West 8th Street and is located west of Brady Street and East of Main Street, 533.

The following resolution was adopted: approving modifications to the Stadium Lease Agreement between the City of Davenport and Main Street Iowa, LLC to include capital improvements to the ballpark (Ald. Matson and Dunn voting nay), 534.

On motion by Ald. Justin, second by Ald. Boom to substitute the motion approving the 2015 Davenport Public Transportation Plan containing a new route structure and authorizing staff to begin operational planning by adding an additional route. On motion by Ald. Ambrose, second by Ald. Matson to table the resolution (Ald. Boom, Meeker, Gordon, Edmond, Tompkins, Justin voting nay), FAILED; the resolution was adopted as substituted (Ald. Dunn voting nay), 535.

The Consent Agenda was as follows: NOTE: These are routine items and are enacted at the City Council meeting by one roll call vote. The vote was unanimous unless otherwise noted.

Community Development: The following ordinance was adopted: for Case No. ROW15-08: Request of I.H. Mississippi Valley Credit Union for the vacation (abandonment) of 4,000 square feet of public right-of-way located immediately west of 4645 Brady Street, 536.

The following resolution was tabled: approving Case No. ANX15-01, the annexation of 63.37 acres more or less, of territory located south of Slopertown Road west of the new rail spur serving the Eastern Iowa Industrial Center.

The following resolutions were adopted: setting a Public Hearing on the proposed conveyance of vacated public right-of-way known as Pleasant Street lying east of Clark Street and the eastern boundary of Ramirez 1st Addition to the City of Davenport, 537; approving the Plans, Specifications, Form of Contract and Estimate of Cost for the 5th Street Pavers Project. This project will include infrastructure maintenance and improvements for a total of $400,000 budgeted in CDBG funds, 538.

The following motions were passed: approving the Citizens Advisory Committee's recommendations for the reprogramming of the unspent and unobligated Community Development Block Grant (CDBG) funds from CDBG Year 40 ending June 30, 2015, 539; approving the local objective for the Community Development Block Grant program for the Year 42 Annual Action Plan covering July 1, 2016 – June 30, 2017, 540; to set a Public Hearing for December 2nd, 2015 at 5:30 PM in the Council Chambers for the purpose of amending the Downtown Urban Renewal Area Plan, 541.

Public Safety: The following motion was passed: approving all submitted beer and liquor license applications, 542.

Public Works: The following ordinance moved to second consideration: amending Schedule XIII of Chapter 10.96 entitled "7-Ton Truck Restrictions" by adding W. 65th Street from Western Avenue to the frontage road west of Brady Street.

The following resolutions were adopted: accepting the FY2015 Fulton Court Storm Sewer Separation Project CIP Project #10143, 543; accepting the demolition of the former Dock Restaurant, CIP Project #10778, 544.

The following motions were passed: approving a deductive Change Order to Treiber Construction in the amount of (-) $58,000 for the Central Fire Station Addition and Renovation, CIP Project #02348. Treiber is no longer able to provide concrete polishing and

will be added to Tricon's contract, 545; approving a change order to Tricon Construction Group in the amount of $58,000 for the Central Fire Station Addition and Renovation, CIP Project #02348. This amount for concrete polishing at Central Fire Station, was deducted from Trieber's contract and has been added to Tricon's contract, 546; granting permission to Geneseo Communications Services, Inc. to install a buried communications system in the City Right-of-Way along Division Street from 12th Street to 16th Street, along 16th Street to Sturdevant Street and along Sturdevant Street to Locust Street, Agreement Reference No. 2015-F12, 547.

Finance: The following resolutions were adopted: authorizing and approving a Sewer Revenue Loan and Disbursement Agreement and providing for the issuance and securing the payment of $5,781,106.70 Sewer Revenue Improvement and Refunding Bond, Series 2015, 548; Resolution approving an internal advance to the Tax Increment Fund for Administrative Costs, 549.

The following motions were passed: approving payment of $132,277.63 to Tyler Technologies, Inc. of Falmouth, ME for the support and maintenance of the Munis software system for the period of 11/1/15 through 10/31/16, 550; awarding a professional services contract for the Compost Facility reroofing project to Bracke, Hayes, Miller, Mahon Architects LLP of Davenport, IA in the amount of $50,000, 551; awarding the purchase of a sewer jetter with chassis to Municipal Pipe Tool Company LLC of Davenport in the amount of $226,354, 552; awarding the purchase of four buses from the Iowa DOT Contract to Gillig LLC of Hayward, CA in the amount of $1,639,636, 553.

The following is a summary of revenue for the month of October 2015:

Property taxes	28,940,644
Other City taxes	3,071,498
Special assessments	-0 -
Licenses & permits	200,194
Intergovernmental	3,640,711
Charges for services	2,957,192
Use of monies & property	122,757
Fines & forfeits	179,633

Bonds/Loan Proceeds	71,212
Miscellaneous	492,298

The following motion was passed: to set a public hearing for the purpose of considering the approval of an economic development agreement for assistance with Putnam Landlord, LLC, 554.

On motion Council adjourned at X:XX P.M.

Jackie E. Holecek, MMC
Deputy City Clerk

City of Davenport

Agenda Group:
Department: City Clerk
Contact Info: Jackie Holecek
Wards: All

Action / Date
12/9/2015

Subject:
Approval of the Report of the Committee of the Whole December 2, 2015

Recommendation:

Relationship to Goals:

Background:

ATTACHMENTS:

	Type	Description
	Cover Memo	Report 120215

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	12/3/2015 - 9:45 AM

COUNCIL CHAMBERS, CITY HALL, Davenport, Iowa, Wednesday, December 2, 2015---The Council observed a moment of silence. Pledge of Allegiance. The Council met in Committee of the Whole at 5:30 PM with Mayor Gluba presiding and all alderman present. The following Public Hearings were held: Community Development: for the purpose of amending the Downtown Urban Renewal Area Plan; on the proposed conveyance of vacated Pleasant Street lying east of Clark Street to the eastern boundary of Ramirez 1st Addition; for the purpose of considering the approval of an economic development agreement for assistance with Putnam Landlord, LLC. Action items for Discussion: (The votes on all motions were by voice vote. All votes were unanimous unless specifically noted.) Community Development: Ald. Boom reviewed all items listed. On motion by Ald. Gordon, second by Ald. Meeker all items moved to the Consent Agenda. Public Safety: Ald. Matson reviewed all items listed. On motion by Ald Tompkins, second by Ald. Edmond items 1 & 2 moved to the Discussion agenda with a recommendation for suspension of the rules and passage; all items moved to the Consent Agenda. Public Works: Ald. Ambrose reviewed all items listed. On motion by Ald. Edmond, second by Ald. Meeker all moved to the Consent Agenda. Finance: Ald. Justin reviewed all items listed. On motion by Ald. Edmond, second by Ald. Boom item 1 moved to the Discussion agenda; all other items moved to the Consent Agenda. Council adjourned at 6:08 p.m.

City of Davenport

Agenda Group: **Action / Date**
Department: Public Works **12/2/2015**
Contact Info: Gary Statz; (563) 326-7754
Wards: 3

Subject:
First Consideration: Ordinance amending Schedule XI of Chapter 10.96 entitled "Resident Parking Only" by adding Farnam Street in front of the property at 1315 Farnam Street. [Ward 3]

COMMITTEE OF THE WHOLE RECOMMENDS SUSPENSION OF THE RULES AND PASSAGE ON FIRST CONSIDERATION

1. Motion for suspension of the rules.
2. Motion for passage of second and third consideration.

Recommendation:
Adopt the ordinance.

Relationship to Goals:
Revitalized Neighborhoods & Corridors

Background:
The residents at 1315 Farnam Street have a recurring problem with people from the neighborhood parking in front of their home, thus leaving no available nearby parking. Many of the homes on this block have little or no off-street parking, but this is the only property that has no space to add off-street parking. The other properties have plenty in room in back off of the alley to create parking spaces. This property is only 50 feet wide, which is room enough for two vehicles. This zone will be limited to this property only because the other properties either have off-street parking or the room to create it.

ATTACHMENTS:

Type	Description
Ordinance	PS_ORD_1315 Farnam St resident parking_pg 2

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Admin, Default	Approved	11/30/2015 - 5:37 PM

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 10.96 ENTITLED SCHEDULES OF THE MUNICIPAL CODE OF DAVENPORT, IOWA, BY AMENDING SCHEDULE XI RESIDENT PARKING ONLY THERETO BY ADDING FARNAM STREET IN FRONT OF THE PROPERTY AT 1315 FARNAM STREET.

Section 1. That Schedule XI Resident Parking Only of the Municipal Code of Davenport, Iowa, be and the same is hereby amended by adding the following:

Farnam Street in front of the property at 1315 Farnam Street.

SEVERABILITY CLAUSE. If any of the provisions of this ordinance are for any reason illegal or void, then the lawful provisions of this ordinance, which are separable from said unlawful provisions shall be and remain in full force and effect, the same as if the ordinance contained no illegal or void provisions.

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

EFFECTIVE DATE. This ordinance shall be in full force and effective after its final passage and publication as by law provided.

First Consideration _____

Second Consideration _____

Approved _____

_____
William E. Gluba
Mayor

Attest: _____
Jackie Holecek, CMC
Deputy City Clerk

City of Davenport

Agenda Group: **Action / Date**
Department: Public Works **11/18/2015**
Contact Info: Gary Statz; (563) 326-7754
Wards: 8

Subject:
Second Consideration: Ordinance amending Schedule XIII of Chapter 10.96 entitled "7-Ton Truck Restrictions" by adding W. 65th Street from Western Avenue to the frontage road west of Brady Street. [Ward 8]

COMMITTEE OF THE WHOLE RECOMMENDS SUSPENSION OF THE RULES AND PASSAGE ON SECOND CONSIDERATION

1. Motion for suspension of the rules.
2. Motion for passage of third consideration.

Recommendation:
Approve the ordinance.

Relationship to Goals:
Upgraded City Infrastructure & Public Facilities.
Revitalized Neighborhoods & Corridors.

Background:
Some truck drivers are exiting Brady Street at W. 65th Street and traveling past the frontage road. Once past the frontage road, there are only residential streets and some of the drivers have turned around and caused damage to light poles, curbs and lawns. This ordinance would prohibit trucks from entering this neighborhood unless there was business to be conducted in it, such as a moving truck. Signs would be installed at the frontage road for westbound traffic and on the frontage road with an arrow to right for southbound traffic. I believe most of the truck drivers mistakenly think W 65th Street continues to the other side of town, so we are trying to keep them from making that mistake. We will also add a "Road Ends in ½ Mile" sign for further emphasis.

ATTACHMENTS:

Type	Description
Ordinance	PS_ORD_W 65th St 7 ton limit_pg 2

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Admin, Default	Approved	11/30/2015 - 5:37 PM

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 10.96 ENTITLED SCHEDULES OF THE MUNICIPAL CODE OF DAVENPORT, IOWA, BY AMENDING SCHEDULE XIII 7-TON TRUCK RESTRICTIONS THERETO BY ADDING W. 65TH STREET FROM WESTERN AVENUE TO THE FRONTAGE ROAD WEST OF BRADY STREET.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF DAVENPORT, IOWA:

Section 1. That Schedule XIII 7-Ton Truck Restrictions of the Municipal Code of Davenport Iowa, be and the same is hereby amended by adding the following:

W. 65th Street from Western Avenue to the frontage road west of Brady Street.

SEVERABILITY CLAUSE. If any of the provisions of this ordinance are for any reason illegal or void, then the lawful provisions of this ordinance, which are separable from said unlawful provisions shall be and remain in full force and effect, the same as if the ordinance contained no illegal or void provisions.

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

EFFECTIVE DATE. This ordinance shall be in full force and effective after its final passage and publication as by law provided.

First Consideration _____

Second Consideration _____

Approved _____

_____
William E. Gluba
Mayor

Attest: _____
Jackie Holecek, CMC
Deputy City Clerk

City of Davenport

Agenda Group:
Department: Community Planning & Economic Development
Contact Info: Bruce Berger, 326-7769
Wards: 3

Action / Date
12/2/2015

Subject:
Resolution amending the Downtown Urban Renewal Area Plan.[Ward 3]

Recommendation:
Approve the resolution.

Relationship to Goals:
Added emphasis on economic development.

Background:
This resolution amends the Downtown Urban Renewal Area Plan and allows the City of Davenport to use tax increment financing for the support of the following projects:

The Dock Demolition ($150,000)
Modern Woodmen Infrastructure Expansion ($25,000)
Putman City Square, Phase Two ($15,108,333)

Information on these projects is attached.

ATTACHMENTS:

Type	Description
Resolution Letter	CD RES Amending URA Plan
Exhibit	Downtown Urban Renewal Area Amendment

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	11/30/2015 - 5:35 PM

Resolution No._____

Resolution offered by Alderman _____.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION amending the Downtown Urban Renewal Area Plan.

WHEREAS, the City of Davenport is planning to utilize tax increment financing for costs associated with the Dock demolition, Modern Woodmen infrastructure expansion and reimbursement of property taxes associated with the Putnam City Square Phase Two project all in the Downtown Urban Renewal Area; and

WHEREAS, the State requires that Urban Renewal Plans be amended when the use of tax increment financing is being considered for a project; and

WHEREAS, the proposed project will add benefits to the tax base and meets the established policy for using tax increment financing; and

WHEREAS, in accordance with Section 403.9 of the Code of Iowa, a public hearing was held on December 2, 2015, to review and receive public comment on the Downtown Urban Renewal Plan Amendment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Davenport, Iowa approves the Amendment to the Downtown Urban Renewal Area Plan.

Approved:	Attest:
_____	_____
William E. Gluba, Mayor	Jackie E. Holecek, City Clerk

CITY OF DAVENPORT, IOWA
URBAN RENEWAL PLAN AMENDMENT
DOWNTOWN URBAN RENEWAL AREA

October 12, 2015

The Urban Renewal Plan (the "Plan") for the Downtown Urban Renewal Area (the "Area") is being amended for the purpose of identifying new urban renewal projects to be undertaken therein.

1) **Identification of New Projects**. By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following described project descriptions:

A) Name of Project: The Dock Demolition
Cost: $150,000
Rationale: The City will use TIF funds to reimburse the City's general fund for all applicable costs of the former Dock demolition.

B) Name of Project: Modern Woodmen Infrastructure Expansion
Cost: $25,000
Rationale: The City will use TIF funds to make needed infrastructure expansions for the ongoing operations at Modern Woodmen Park.

C) Name of Project: Putnam City Square (Phase 2)
Cost: $15,108,333
Rationale: The City shall issue to the developer a TIF note in the amount of $8,750,000. The TIF note shall bear interest at the rate of 6.0%. The total principal and interest payments anticipated during the TIF period will be approximately $15,108,333 million. Any principal and interest in excess of this amount shall not be the responsibility of the City.

This project was originally approved as part of the larger City Square project involving the Parker Building. This project was split into two due to timing reasons for the developer. The total amount to the Parker project was a TIF cost is $10,791,667

2) **Required Financial Information.** The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa.
Outstanding general obligation debt of the City: $185,750,000

Remaining Constitutional debt capacity of the City: $122,719,369

Proposed debt to be incurred in the Urban Renewal Area: $15,283,333

City of Davenport

Agenda Group:
Department: CPED
Contact Info: Bruce Berger, 326-7769
Wards: 3

Action / Date
12/2/2015

Subject:
Resolution approving the economic development agreement for assistance to Putnam Landlord, LLC. [Ward 3]

Recommendation:
Approve the resolution

Relationship to Goals:
Added emphasis on economic development

Background:
In 2013, the City of Davenport entered into a development agreement with Restoration St. Louis (RSL) acting as City Square, LLC, for the redevelopment project known as City Square. Because of lending requirements, RSL came back to the City in 2015 to request that the development agreement be split between the two main buildings that they will redevelop: one for the Parker building, and one for the Putnam building. The revised development agreement for the Parker building was approved by Council in July 2015 and the revised development agreement for the Putnam building is now ready for consideration.

To support this redevelopment project, the proposed City assistance is reimbursement of approximately $15.1M of the property taxes paid that are available to the City based upon the value of the new construction. As required by Iowa Code, a public hearing was held on December 2, 2015 regarding approval of an economic development agreement where the City will incur debt. In this case, the debt is the City's obligation for a rebate of property taxes of approximately $15.1M over a 20 year period. The rebate would come through the use of tax increment financing applied to the assessed value of the improved property. The details of this financial assistance will be established and certified in an economic development agreement between the company and City.

ATTACHMENTS:

Type	Description
Resolution Letter	Putnam Resolution
Exhibit	Putnam EDA

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	11/30/2015 - 5:35 PM

Resolution No._____

Resolution offered by Alderman _____

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving a Development Agreement with Putnam Landlord, LLC

WHEREAS, Restoration St. Louis, acting as Putnam Landlord, LLC proposes to redevelop the historic Parker Building in collaboration with their larger City Square project; and

WHEREAS, the City of Davenport entered into a development agreement for the redevelopment of the entire City Square development in 2013 and now finds it necessary to divide the development agreement into two separate agreements for the Putnam project and the Parker project, which was approved in July 2015; and

WHEREAS, the petitioner currently controls the properties and has secured nearly all of the financing to complete the proposed project; and

WHEREAS, the City owns and manages three parking ramps that are adjacent or near the subject properties and in which the petitioner may obtain parking agreements to lease/license spaces that will be necessary for the proposed project; and

WHEREAS, the petitioner has redeveloped the nearby Hotel Blackhawk, Forrest Block, and Renwick Lofts properties and this project will complement those projects as well as other revitalization efforts by the City and the Downtown Partnership.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that we approve the aforementioned Development Agreement to encourage the redevelopment of this project by the petitioner.

Approved:	Attest:
_____	_____
William E. Gluba, Mayor	Jackie E. Holecek, City Clerk

ECONOMIC DEVELOPMENT AGREEMENT
AMONG
THE CITY OF DAVENPORT, IOWA
RESTORATION ST. LOUIS, INC.,
PUTNAM OWNER, LLC,
AND
HOTEL BLACKHAWK SLM, INC.

This ECONOMIC DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2015, by and among the CITY OF DAVENPORT, a municipal corporation of the State of Iowa (the "City"), RESTORATION ST. LOUIS, INC. a Missouri corporation (the "Developer"), PUTNAM LANDLORD, LLC, an Iowa limited liability company ("Putnam Owner") and Hotel Blackhawk SLM, Inc., an Iowa corporation ("Blackhawk SLM").

WITNESSETH:

WHEREAS, Developer, Blackhawk SLM and Hotel Blackhawk, L.L.C., an Iowa limited liability company (the "Blackhawk Owner") previously redeveloped the historic Hotel Blackhawk in downtown Davenport, Iowa (the "Blackhawk Project"), and in connection therewith, executed that certain Economic Development Agreement with the City dated October 22, 2008, and amended on June 30, 2009 and September 23, 2009, pursuant to which the City authorized certain Tax Increment Financing with respect to the Blackhawk Project (the "Blackhawk TIF");

WHEREAS, the Blackhawk Project produced a significant economic impact to downtown Davenport, including job creation, business retention and a convention center hotel;

WHEREAS, City Square, LLC, an Iowa limited liability company (the "Parker Owner") is currently expanding the Blackhawk Project by redeveloping the historic Parker building. The Developer and Putnam Landlord propose to further expand the Blackhawk Project by redeveloping the historic Putnam building, the Center building located in between the Parker and Putnam buildings, and any other real estate acquired in furtherance of the expansion of the Blackhawk Project or the City Square Project (as defined herein) (collectively, the "Buildings"), located in the southern half of the City block bound by an alley to the North, N. Brady Street to the East, East Second Street to the South, and Main Street to the West;

WHEREAS, the redevelopment is intended to be comprised of the renovation of the Parker Building (the "Parker Project") and the renovation of the Putnam Building and Center Building (collectively, the "Putnam Project") which together will consist of a mix of hotel, apartments, commercial, retail, public areas, meeting space and parking (the Parker Project and the Putnam Project are collectively referred to herein as the "City Square Project");

WHEREAS, the preliminary conceptual plans for the City Square Project include the following proposed improvements, which proposed improvements may be modified in Parker Owner's or Putnam Owner's reasonable discretion to reflect then-current market and economic

conditions:

a. The Putnam Building will be redeveloped into approximately 48,000 square feet of hotel rooms with related food and beverage amenities and approximately 16,000 square feet of market rate residential units.

b. The Parker Building is currently being redeveloped into approximately 85,000 square feet of commercial (Class A office) space and 30,000 square feet of market rate residential units.

c. The Center Building will be redeveloped into approximately 44,000 square feet of retail and office space, along with related hotel meeting room, fitness center, and related amenities.

WHEREAS, the Developer, Parker Owner, North Block, LLC, an Iowa limited liability company, Blackhawk Owner and the City (the "Original EDA Parties") entered into that certain Economic Development Agreement dated December 18, 2013 (the "Original EDA") pertaining to, among other things, the development of the entire City Square Project as one project;

WHEREAS, Original EDA Parties have determined that Developer is better able to finance the City Square Project as two separate projects rather than one larger project, provided however that the financial assistance provided for in the Original EDA is not increased as a result of the two separate projects but is divided between such projects as set contemplated below;

WHEREAS, the Developer still plans to expend considerable sums (approximately $60 million) in order to redevelop the entire the City Square Project, but intends to develop the Parker Project first, and within a reasonable time thereafter develop the Putnam Project;

WHEREAS, the Developer has established Parker Owner, an affiliated company, for the purpose of separately developing, owning and leasing of the Parker Project and has commenced such development;

WHEREAS, the Developer has established Putnam Owner, an affiliated company, for the purpose of separately developing, owning and leasing of the Putnam Project upon completion of all due diligence items and finalization of all necessary agreements;

WHEREAS, Blackhawk SLM is the duly registered holder of the TIF notes issued in connection with the Blackhawk TIF and will be the duly registered holder of the TIF notes issued in connection with the Parker Project, and desires and intends to become the duly registered holder of the TIF notes contemplated herein;

WHEREAS, the Original EDA Parties and certain other parties previously amended and restated the Original EDA in its entirety to limit that agreement solely to the development of the Parker Project, and further agreed that City, Developer and its affiliates would execute this separate economic development agreement with respect to the development of the Putnam Project;

WHEREAS, the City owns certain parking ramps necessary for the operation of the

Putnam Project and City desires to enter into agreements with the Putnam Owner regarding a license to park within the parking ramps as more specifically set forth herein;

WHEREAS, pursuant to factors listed in Chapter 15A of the Code of Iowa (hereinafter referred to as the "Code") the City Council of the City has determined that:

1. The Putnam Project will add diversity and generate new opportunities for the Davenport and Iowa economies;

2. The Putnam Project will generate public gains and benefits, particularly in the retention of employment opportunities and new real estate development with associated value, which warrant the amount of the proposed economic development assistance;

3. The proposed funding for the Putnam Project meets the conditions of said Chapter 15A of the Code related to the retention of jobs and the expansion of business in the City of Davenport, Scott County, Iowa; and

4. A public purpose will reasonably be accomplished by providing financial assistance to support the Putnam Project, and the City is empowered to provide assistance pursuant to said Chapter 15A of the Code and the City Charter.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties herein contained, the parties hereto amend and restate the Original EDA as follows:

The recitals specified above are by this reference incorporated into this Agreement.

SECTION I
Tax Increment Financing – Putnam Project
A. THE CITY'S OBLIGATIONS

1. The City Council has established the Downtown Tax Increment Financing District, which includes the Buildings.

2. The City shall issue to the Putnam Owner (or to a third party at the direction of Putnam Owner, which Putnam Owner hereby designates as Blackhawk SLM) a negotiable Tax Increment Financing Note (the "Putnam TIF Note") in the amount of Eight Million Seven Hundred Fifty Thousand and 00/100 Dollars ($8,750,000.00) substantially in the form attached hereto as Exhibit A. The Putnam TIF Note shall (a) bear interest at the rate of 6.0%, (b) be payable biannually solely from "Available TIF Note Revenues" (as defined below in Section I.C.3) no later than June 1 and December 1 of each year during the term; (c) provide that payments are applied first to accrued interest and then to outstanding principal; and (d) have a maturity date of twenty (20) years which is triggered by the first year that TIF reimbursements start (such that no payments shall be required under the Putnam TIF Note after such maturity date).

3. Payments on the Putnam TIF Note shall not be a general obligation of the City and shall be paid solely from incremental property taxes received by the City and from the Scott County Treasurer which are attributable to the Putnam Project. All payments are subject to approval and annual appropriation action by the City Council. The City agrees to count the full annual debt service payment amount up to $1,750,000 of the Putnam TIF Note against City's constitutional and statutory debt limitations.

4. As provided in the public notice of the public hearing with regard to the obligations for the City Square Project and as set forth in the Original EDA, the total TIF reimbursement amount in connection with the City Square Project is to not exceed twenty-five million nine hundred thousand dollars ($25,900,000) (the "Maximum TIF Amount"). The Maximum TIF Amount is hereby divided between the Parker Project and the Putnam Project, as follows: the total TIF reimbursement amount through the term of the Agreement in connection with the Parker Project shall not exceed ten million seven hundred ninety-one thousand six hundred sixty-seven dollars ($10,791,667) (the "Parker Maximum TIF Amount"), and the total TIF reimbursement amount through the term of a separate economic development agreement in connection with the Putnam Project shall not exceed fifteen million one hundred eight thousand thirty-three dollars ($15,108,333) (the "Putnam Maximum TIF Amount").

B. THE DEVELOPER'S OBLIGATIONS

1. The Developer and Blackhawk SLM agree to pay or cause the Putnam Owner to pay property taxes on the assessed value of the Parking Building in a timely fashion. The Developer agrees to furnish the City a copy of the receipt for its property tax payments not later than April 15 and October 15 of the respective TIF Note payment. The Developer and Blackhawk SLM agree that the net gain in taxable values to be created by the Putnam Project will be sufficient to completely amortize the repayment of the Putnam TIF Note (including both principal and interest).

2. In order to ensure that the TIF Note payments are paid in timely fashion as specified in this Agreement, the Putnam Owner hereby waives, during the term of this Agreement, the right to apply for any exemption for the taxable value of the improvements referenced in this Agreement and the MARA which would reduce the property taxes to be paid as obligated in these agreements. This provision shall not be deemed to preclude the Putnam Owner from appealing any property assessment in excess of the Minimum Assessment Amount.

3. Subject to the execution of a mutually acceptable Confidentiality Agreement, the Putnam Owner shall, during the term of this Agreement, make available at the Putnam Owner's office in Davenport, Iowa, copies of its most recent financial statements for examination by the City Administrator or his designee for the purpose of verifying the Putnam Owner's financial ability to complete the Putnam Project.

C. MINIMUM ASSESSMENT/REVENUE AGREEMENT

1. The City and Putnam Owner hereby agree to execute a Minimum Assessment/Revenue Agreement in the form attached hereto as Exhibit B (the "Putnam

MARA"). The Putnam MARA will set forth the minimum actual value to be assessed for the Putnam and Center buildings commencing on January 1, 2016. The base value of the Putnam and Center buildings shall be $1,282,200 (which is the 2015 assessed value of the buildings). The Increment for the Putnam and Center buildings set forth in the Putnam MARA will be $21,982,042, which will be added to the base value, resulting in a Minimum Assessment Amount of $23,264,242.

2. The above Putnam MARA is predicated on several assumptions related to timing and interest on the Putnam TIF Notes. Notably, it is agreed that the Putnam TIF Notes will be issued in the month of January 2017, or in such other month as the Putnam Owner, Blackhawk SLM and the City shall agree. Further, the Putnam Owner agrees that it will pay the taxes due in September 2015 and 2016 and March 2016 and 2017, respectively, but not receive any TIF reimbursement, since State law only allows a maximum 20-year TIF period. The intent is that the TIF period will begin with the first reimbursement, expected to occur on or before December 1, 2017. As such, it is acknowledged that interest on the Putnam TIF Notes will accrue on its issue date until this first payment amount. Provided however, any principal and interest in excess of the Putnam Maximum TIF Amount shall not be the responsibility of the City.

3. For purposes of this Agreement, Available TIF Note Revenues shall be equal to the Applicable Percentage (as defined below) of all incremental tax revenues subject to tax increment financing under Iowa Code Section 403 attributable to the Putnam Building that are actually paid by Putnam Owner to the Scott County Treasurer and received by the City, exclusive of (a) any taxes paid by Putnam Owner that are exempt from payment into the City's special fund under Iowa Code Section 403.19(2)(a), and (b) the base amount of tax revenues equal the base amount in effect as of the date of this Agreement. For purposes hereof, the Applicable Percentage shall mean (i) for payments on the TIF Note paid from December 1, 2017 through June 1, 2021, one hundred percent (100%), and (ii) for the remainder of the payments on the TIF Note, ninety percent (90%).

4. Blackhawk SLM or the duly registered holder of the Putnam TIF Note, upon providing written notice to City prior to issuance of the Putnam TIF Note, may elect to cause the City to issue multiple Putnam TIF Notes having the same substantive terms of the TIF Note, provided that the aggregate principal amount of such Putnam TIF Notes issued hereunder shall not exceed $8,750,000. Similarly, Blackhawk SLM or the duly registered holder of any Putnam TIF Note that has been previously issued by the City, may upon surrendering such Putnam TIF Note, cause the City to issue one or more replacement notes, provided that the aggregate principal amount of all such notes shall not exceed $8,750,000. At any time during which multiple Putnam TIF Notes are issued and outstanding, each such Putnam TIF Note shall provide that payments are to be made to the holders of such Putnam TIF Notes from Available TIF Note Revenues on a pari passu basis.

5. Upon execution of this Agreement, the Putnam Owner shall provide the City with a copy (electronic is acceptable) of at least one appraisal of the estimated value of the completed project and a copy of at least one appraisal of the estimated value of the project after the project is completed, the latter to be submitted (again, electronic is acceptable) to the City within 90 days of obtaining the final certificate of occupancy.

SECTION II
Intentionally Omitted

SECTION III
Hotel/Motel Tax Refund

1. As an expansion of the Blackhawk Project, the Putnam Project shall benefit from the same Hotel Tax rebate schedule as the Blackhawk Project. Accordingly, the City shall rebate to Putnam Owner a portion of its share of the hotel/motel taxes ("Hotel Taxes") collected by Putnam Owner, generated by the City Square Project and paid to the Iowa Department of Revenue. Such rebates shall be for all Hotel Taxes collected starting with the substantial completion of the Putnam Project and shall continue until December 31, 2031. The portion of the City's Hotel Taxes that shall be rebated to the Putnam Owner shall be as follows:

Period	City's Hotel Taxes Rebated
January 1, 2016 through December 31, 2026	90%
January 1, 2027 through December 31, 2031	75%
January 1, 2032 through December 31, 2033	50%

2. The City shall rebate the Hotel Taxes to the Putnam Owner on a quarterly basis, or within thirty (30) days from receipt of said tax revenue from the State Department of Revenue.

3. Should the ownership of the Putnam Project, or any portion thereon, be transferred from the Putnam Owner to any third party, the benefits of the rebate of the Hotel Taxes specified by this Section III shall accrue to any such third party and subsequent owners during the entire rebate period.

SECTION IV
Enterprise Zone Program

1. The Putnam Owner has applied for certain benefits under the Enterprise Zone Program (hereinafter referred to as the "EZ Program" or "EZ"), including certain sales tax rebates and investment tax credits.

2. The City has assisted the Putnam Owner in explaining the Enterprise Zone benefits and agrees to continue such assistance and to coordinate and endorse the Putnam Owner's efforts with the Iowa Economic Development Authority (hereinafter referred to as the "IEDA"). The City further agrees to provide a declaration of blight for the City Square Project acceptable to the IEDA to make the investment tax credit eligible to be transferred.

SECTION V

Parking

1. City shall lease to Putnam Owner not less than 60 parking spaces in the RedStone Ramp in accordance with the following:

Garage	Number of Spaces	Type	Location	Cost/Month
Red Stone Ramp	60	Hotel Use	TBD	$55

2. The foregoing shall be memorialized in a parking license agreement between Putnam Owner and the City, said license to be executed prior to closing of construction financing. Such license (i) shall have an initial term of 20 years with 5 options to renew for successive extension terms of 5 years each, (ii) shall be binding on and inure to the benefit of the successors and assigns of both the City and Putnam Owner and shall be deemed a covenant running with the land.

3. The parking rate structure for the above may be adjusted by the City from time to time, to account for inflation. As such, on even years (i.e., 2016, 2018, etc.), an average of the Consumer Price Index (CPI-All Urban Consumers, as reported by the U.S. Bureau of Labor Statistics, http://data.bls.gov/pdq/SurveyOutputServlet?data_tool=dropmap&series_id=CUUR0200SA0,CUUS0200SA0) shall be used to determine the increase in license fee per space, rounded up to the nearest half-dollar or whole dollar. The Licensee shall make the payments herein specified, and all other charges, to City at: Finance—Revenue Department, 226 West Fourth Street, Davenport, Iowa, 52801, or to such other address or addresses as City shall, from time to time, designate in writing.

SECTION VI
Local Construction Participation

1. The Putnam Owner shall hire a general contractor to perform a competitive market-driven process for the subcontracting and purchasing of supplies for the Putnam Project. The Putnam Owner desires to cause its general contractor to award subcontracts and make supply purchases (the "Purchases") in Iowa, Illinois, and the Quad Cities metropolitan area (the "Local Market"). The Putnam Owner hereby agrees to use its best efforts to award Purchases in the Local Market in the amount of at least $8,750,000 (the "Minimum Purchase Amount").

SECTION VII
Intentionally Omitted

SECTION VIII
Explore Community Development Entity (CDE) Status

1. Developer, Putnam Owner, and City agree to explore whether establishing the City as a Community Development Entity (CDE) for purposes of obtaining New Markets Tax

Credit (NMTC) allocations might benefit both the City Square Project and other qualifying economic development projects in the future. All parties agree that such status entails legal, organizational, financial costs and may not result in successful designation or a future allocation of credits. Further, the City may have additional procedural steps and/or barriers requiring further review. All parties acknowledge that the above process may require additional resources from each partner, which may ultimately prohibit further pursuit of this status.

SECTION IX
General

1. In the event of the default by Putnam Owner, Developer or Blackhawk SLM of the terms and conditions of this Agreement, the City shall give written notice to Putnam Owner, Developer or Blackhawk SLM, as applicable, of the alleged default, setting forth the facts and circumstances in support thereof. Such party shall have ninety (90) days from receipt of such written notice within which to cure such default (or such additional period as may be required under the circumstances to cure the alleged default, if the same is not capable of being cured within said ninety (90) day period and the Putnam Owner, Developer or Blackhawk SLM, as applicable, promptly undertakes and diligently proceeds in good faith to cure the same). If, in the good faith determination of the City, the Putnam Owner, Developer or Blackhawk SLM, as applicable, fails to cure the alleged default within the time period afforded to it, then upon written notice by the City to the Putnam Owner, Developer or Blackhawk SLM, as applicable, this Agreement shall be terminated as to party and shall have no further force and effect. The City shall also have the right to exercise any right or remedy provided by law or in equity.

2. Events of default by the Putnam Owner, Developer or Blackhawk SLM shall include (A) the failure to commence and complete construction in a timely manner; (B) the failure to pay property taxes to the Scott County Treasurer in a timely manner; (C) expenditure of all or any part of the funds received hereunder for purposes other than for the Putnam Project; and (D) the failure to fulfill any material obligation under this Agreement.

3. The Putnam Owner, Developer or Blackhawk SLM shall use their best effort to construct the Putnam Project in a timely manner. If construction is delayed by fire, catastrophe, strikes, acts of God, inability or difficulty in obtaining materials, or by any other cause outside of such parties' control, neither the Putnam Owner, Developer or Blackhawk SLM shall have any liability as the result of such delay. The construction of the Putnam Project shall comply with all applicable local codes and Ordinances, including building and fire code regulations.

4. In the event of a default by the City of the terms and conditions of this Agreement, the Putnam Owner, Developer and Blackhawk SLM shall have the right to any rights and remedies available at law or in equity to enforce the terms of the Agreement, including, without limitation, the right to bring an action seeking specific performance by the City of its obligation to make payment to the Putnam Owner, Developer and Blackhawk SLM under the terms of this Agreement.

5. Putnam Owner may assign all of their respective right, title and interest in and under this Agreement to any (i) transferee of the Buildings, or (ii) affiliate of Parker Owner, without obtaining the prior consent of the City (including, without limitation all agreements

regarding Tax Increment Financing, the Hotel Tax, the Enterprise Zone Program and parking), provided such transferee or assignee agrees in writing to be bound by such Owner's duties and obligations hereunder.

6. This Agreement represents the entire understanding and agreement between the parties hereto with respect to the specific subject matter hereof except for those related documents referenced herein; supersedes all prior negotiations, letters and understandings relating to the subject matter hereof; and cannot be amended, supplemented or modified except by an instrument in writing, signed by the party against whom the enforcement of any such amendment, supplement or modification is sought.

7. Putnam Owner's, Developer's and Blackhawk SLM's and City's obligations hereunder shall be contingent upon Putnam Owner securing financing for the Putnam Project on terms and condition satisfactory to Putnam Owner in Putnam Owner's sole and absolute discretion (the "Contingency") on or before September 30, 2016 (the "Contingency Date"); subject to the right of Putnam Owner to waive or remove the Contingency. At any time on or before the Contingency Date, the Putnam Owner may give City written notice of the satisfaction or waiver or removal of the Contingency. In the event Putnam Owner does not provide City with a written notice satisfying or waiving the Contingency by the Contingency Date the Contingency shall be deemed waived and removed and this Agreement shall remain in full force and effect.

8. The administrative staff of the City shall have the full power and authority to consent to any collateral assignment of this Agreement to any lender of the Putnam Owner.

9. The terms of this Agreement shall be governed by the laws of the State of Iowa.

[signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF DAVENPORT, IOWA

By_____
William E. Gluba, Mayor

PUTNAM LANDLORD, LLC

By: _____
Amrit Gill, Member

By: _____
Amy Gill, Member

RESTORATION ST. LOUIS, INC.

By: _____
Amrit Gill, President

HOTEL BLACKHAWK SLM, INC.

By: _____
Amrit Gill, President

EXHIBIT A
(form of Putnam TIF Note)

THIS TIF NOTE OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR NEGOTIATED ONLY TO "APPROVED INVESTORS," AS DEFINED HEREIN, AND IN ACCORDANCE WITH THE PROVISIONS HEREOF.

UNITED STATES OF AMERICA
STATE OF IOWA

CITY OF DAVENPORT, IOWA

TAX INCREMENT REVENUE NOTE
(Putnam Project)

Interest Rate:	Maturity Date:	Issuance Date:	CUSIP Number:
6%	_____	_____	None

REGISTERED OWNER: Hotel Blackhawk SLM, Inc.

PRINCIPAL AMOUNT: $8,750,000

The CITY OF DAVENPORT, IOWA, a municipal corporation of the State of Iowa (the "City"), for value received, hereby promises to pay to the Registered Owner shown above, or registered assigns or transferees, the Principal Amount shown from time to time on Schedule A attached hereto on the Maturity Date shown above unless called for redemption prior to the Maturity Date, and to pay interest thereon from the effective date of registration shown from time to time on Schedule A attached hereto or from the most recent Payment Date to which interest has been paid or duly provided for, at the Rate of Interest shown above computed on the basis of a 360-day year of twelve 30-day months. Interest and principal shall be payable no later than June 1 and December 1 of each year (each, a "Payment Date"), commencing on December 1, 2017 in accordance with the Economic Development Agreement among Putnam Landlord, LLC, the City, and certain other parties dated as of _____, 2015 (the "Economic Development Agreement"), until the earlier of this TIF Note being paid in full or the Maturity Date set forth above. This TIF Note shall bear interest from their registration date or from the most recent Payment Date to which interest has been paid or duly provided for. Interest that accrues but remains unpaid on any Payment Date shall be compounded semi-annually.

Payments on the TIF Note shall not be a general obligation of the City. The City agrees to count the full annual debt service payment amount up to $1,750,000 of the TIF Note against City's constitutional and statutory debt limitations. Any payments on the TIF Note above such amount shall be subject to annual appropriation by the City Council.

Further, to assure that there is sufficient increment to support the principal and interest payments, a Minimum Assessment/Revenue Agreement (MARA) is hereby attached hereto. Said MARA establishes a minimum assessment of $23,264,242 which includes the base amount of the Jan 1, 2015 assessment of $1,282,200.

The above MARA is predicated on several assumptions related to timing and interest on the TIF Note. Notably, it is agreed that the TIF Note will be issued in approximately the month of January 2017. Further, the Putnam Owner agrees that they will pay the taxes due in September 2015 and 2016 and March 2016 and 2017, respectively, but not receive any TIF reimbursement, since State law only allows a maximum 20-year TIF period. The intent is that the TIF period will begin with the first reimbursement, expected to occur on December 1, 2017. As such, it is acknowledged that interest on the TIF Note will accrue on its sale date until this first payment amount. Provided however, any principal and interest in excess of the Putnam Maximum TIF Amount shall not be the responsibility of the City.

Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in the Redevelopment Agreement.

THE OBLIGATIONS OF THE CITY WITH RESPECT TO THIS TIF NOTE TERMINATE TWENTY YEARS FROM THE FIRST YEAR IN WHICH THE FIRST PAYMENTS ARE MADE HEREUNDER, WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HEREON HAS BEEN PAID IN FULL.

Subject to the preceding paragraph, the principal of and interest on this TIF Note shall be paid at maturity to the person in whose name this TIF Note is registered at the maturity date hereof, upon presentation and surrender of this TIF Note to the City. The principal of and interest on this TIF Note shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America. The principal of or interest on this TIF Note shall be payable by check or draft to the person in whose name this TIF Note is registered on each Payment Date.

Regardless of any other provision, City reserves the right to pre-pay and retire this TIF Note prior to maturity with no penalty cost or charge whatsoever for such pre-payment.

This TIF Note and the interest thereon shall be special, limited obligations of the City payable solely from and secured as to the payment of principal and interest, by the Available TIF Note Revenues. "Available TIF Note Revenues" means the Applicable Percentage (as defined below) of all incremental tax revenues subject to tax increment financing under Iowa Code Section 403 attributable to the Putnam Project that are actually paid by Putnam Owner to the Scott County Treasurer and received by the City, exclusive of (a) any taxes paid by Putnam Owner that are exempt from payment into the City's special fund under Iowa Code Section 403.19(2)(a), and (b) the base amount of tax revenues equal to the base amount in effect as of the date of this Agreement. For purposes hereof, the Applicable Percentage shall mean (i) for payments on this TIF Note paid from December 1, 2017 through June 1, 2021, one hundred percent (100%), and (ii) for the remainder of the payments on this TIF Note, ninety percent (90%).

This TIF Note shall be special, limited obligations of the City payable solely from and secured as to the payment of principal and interest by a pledge of the Available TIF Note Revenues. The taxing power of the City is not pledged to the payment of this TIF Note either as to principal or interest. This TIF Note shall not be or constitute a general obligation of the City, nor shall it constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction. THE OBLIGATIONS OF THE CITY WITH RESPECT TO THIS TIF NOTE SHALL TERMINATE ON THE FIRST TO OCCUR OF THE FULL PAYMENT AND DISCHARGE OF THIS TIF NOTE OR THE MATURITY DATE (WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HAS BEEN PAID IN FULL).

Available TIF Note Revenues shall be applied to payments on this TIF Note as follows:

First, to pay all or any portion of past due interest owing as a result of prior deficiencies of moneys to pay interest due on this TIF Note on each Payment Date;

Second, an amount sufficient to pay all or any portion of the accrued interest becoming due and payable on this TIF Note on such Payment Date;

Third, an amount sufficient to pay the principal on this TIF Note;

Fourth, to the City after all principal and interest has been paid hereunder.

This TIF Note may be transferred or exchanged only upon surrender of this TIF Note together with a written instrument of transfer satisfactory to the City duly executed by the Registered Owner or the Registered Owner's duly authorized agent.

THE REGISTERED OWNER HEREOF EXPRESSLY AGREES, BY SUCH REGISTERED OWNER'S ACCEPTANCE HEREOF, THAT THE RIGHT TO PURCHASE, TRANSFER, ASSIGN OR NEGOTIATE THIS TIF NOTE SHALL BE LIMITED TO PURCHASE, TRANSFER, ASSIGNMENT OR NEGOTIATION TO APPROVED INVESTORS. "Approved Investor" means (a) Putnam Landlord, LLC, Hotel Blackhawk SLM, Inc., or any party or entity related to such parties by one of the relationships described in Section 267(b) of the Internal Revenue Code of 1986, as amended, (b) an "accredited investor" under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, (c) a "qualified institutional buyer" under Rule 144A promulgated under the Securities Act of 1933 or (d) any general business corporation or enterprise with total assets in excess of $50,000,000.

Subject to the limitations of the preceding paragraph, upon surrender thereof to the City, the City shall transfer or exchange this TIF Note for a new TIF Note of the same maturity and in the same principal amount as the outstanding principal amount of this TIF Note that was presented for transfer or exchange.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this TIF Note have existed, happened and been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the CITY OF DAVENPORT, IOWA has executed this TIF Note by causing it to be signed by the manual signature of its Mayor and attested by the manual signature of its City Register, and its official seal to be affixed or imprinted hereon, and this TIF Note to be dated as of the effective date of registration as shown on Schedule A attached hereto.

CITY OF DAVENPORT, IOWA

By:_____
Mayor

Attest:
(Seal)

_____
City Register

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____

(Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee)

the within TIF Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Note on the books kept by the City for the registration thereof, with full power of substitution in the premises.

Dated: _____.

_____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears on the face of the within Note in every particular.

Signature Guaranteed By:

_____

(Name of Eligible Guarantor Institution)

By: _____

Title: _____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution as defined by SEC Rule 17Ad-15 (17 CFR 240.17Ad-15).

SCHEDULE A

RECORD OF PAYMENTS AND OUTSTANDING PRINCIPAL AMOUNT

Date	Additions to Principal Amount	Principal Amount Paid	Outstanding Principal Amount	Authorized Signatory of City Officer
_____ __, _	$8,750,000	$0.00	$8,750,000	_____
_____ __, ____				_____
_____ __, ____				_____
_____ __, ____				_____
_____ __, ____				_____
_____ __, ____				_____
_____ __, ____				_____
_____ __, ____				_____
_____ __, ____				_____
_____ __, ____				_____
_____				_____
_____ __, ____				_____
_____ __, ____				_____
_____ __, ____				_____
_____ __, ____				_____

EXHIBIT B

Prepared by: City of Davenport, Tom Warner, 226 W. 4th Street, Davenport, Iowa 52801, (563) 326-7752.

==========

MINIMUM ASSESSMENT/REVENUE AGREEMENT
(Putnam Building)

This Agreement dated this_____ day of _____ , 2015, among the City of Davenport, Iowa (hereinafter referred to as the "City"), PUTNAM LANDLORD, LLC, an Iowa limited liability company ("Owner") or its assigns, and the City Assessor of the City of Davenport, Scott County, Iowa (hereinafter referred to as the "Assessor"),

WITNESSETH

WHEREAS, the Owner shall rehabilitate the Owner's real property in the historic Putnam and Center buildings (the "Buildings"), located at _____, Davenport, Iowa (the "Project"), the legal description of which is contained in Exhibit "A" attached hereto (the "Property"), which is located in the Downtown Tax Increment Financing District Area in Davenport, Iowa; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, the City, the Owner and the Assessor desire to establish a minimum actual value for the land and new improvements to be constructed on the Property, which shall be effective from January 1, 2016 until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum assessed value of the improvements.

AND WHEREAS as of January 1, 2015 the current assessed valuation of the Buildings $1,282,200, is the base value.

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants

and agreements made by each other and the terms and contingencies of the Economic Development Agreement to which this Minimum Assessment/ Revenue Agreement pertains, do hereby agree as follows:

1. The Owner agrees to pay or cause to be paid to the Scott County Treasurer all real property taxes assessed against its property as such taxes come due.

2. The Owner agrees that it is intended that the real property taxes generated by the net gain in taxable values to be generated by the Owner through its timely rehabilitation to its Property will be sufficient to completely amortize the TIF Notes issued by the City for the support of the Project. The Owner shall inform the City's Department of Community Planning and Economic Development annually by September 30 of the taxes due and owing on the Project. The Owner agrees that if the taxes available for tax increment financing will be insufficient to pay the agreed-upon semi-annual reimbursements on the TIF Note, the Owner shall be responsible and make up the difference in the amount due to whomever acquires the TIF Note, such that said Lender shall be made whole in principal and interest due at that time. This MARA will extend for a term of twenty (20) years as set forth in the Economic Development Agreement.

3. Effective January 1, 2016, the minimum actual value which shall be assessed for the Property shall be $23,264,242 which includes the base value of the building $1,282,200 as of the January 1, 2015 assessment. Such minimum actual value shall continue until taxes have been paid based on the assessed value for 2035, or the obligations referenced in the Economic Development Agreement have been paid, whichever is earlier, and at that time, this Agreement shall terminate. It should be noted that, since residential use is NOT subject to this TIF Agreement, this minimum assessed value must be over and above the assessed value of the residential units, which shall be structured as a separate horizontal condominium regime or vertical subdivision and taxed as a separate parcel. Any present or future residential use shall be subject to the same exemption from the TIF increment calculation.

4. The Owner hereby acknowledges and agrees to pay property taxes due in September 2015 and 2016, as well as the March 2016 and 2017 with no reimbursement, anticipating that the 20-year TIF period will begin with the January 1, 2016 assessment.

5. The Owner shall provide the City with a copy (electronic is acceptable) of at least one appraisal of the estimated value of the completed project before this Agreement is executed and a copy of at least one appraisal of the estimated value of the project after the project is completed, the latter to be submitted (again, electronic is acceptable) to the City within 90 days of obtaining the final certificate of occupancy.

6. The Owner shall notify the City of any proposed transfer of the Property, or a leasehold interest therein, within 10 (ten) days of the effective date of any such transfer. In the event of such a transfer, the Owner shall transfer the property, prior to review and approval by the City, only to another entity that has the financial resources and capacity to fulfill the terms of this Agreement.

7. Notwithstanding anything to the contrary herein, the Owner's respective members, partners,

officers, directors, employees, agents and contractors shall have no personal liability for payment of the indebtedness evidenced hereby or performance of the covenants set forth in this Note.

8. This Agreement shall be promptly recorded with the Scott County Recorder, Iowa, by the Owner along with a copy of Section 403.6(19) of the Code of Iowa, and prior to the Owner securing financing for the project from a lender.

All terms not defined herein shall have the meaning ascribed to them under the Economic Development Agreement entered into contemporaneously by and among the City and Owner.

Neither the preambles nor the provisions of this Agreement are intended to, nor shall they be construed as, modifying the terms of any other contract between the City and the Owner. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

CITY OF DAVENPORT Seal:

By: _____ Attest: _____
William E. Gluba, Mayor Jackie E. Holecek, Deputy City Clerk

NOTARY PUBLIC

STATE OF IOWA, COUNTY OF SCOTT) ss:

On this_____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, appeared William E. Gluba and Jackie E. Holecek to me personally known, who, being by me duly sworn, did say that they are the Mayor and Deputy City Clerk, respectively, of the City executing the foregoing instrument; that the seal affixed thereto is the seal of the City; that the instrument was signed and sealed on behalf of the City by authority of its City Council; that said Mayor and Deputy City Clerk acknowledged the execution of the instrument to be the voluntary act and deed of the City by it and by them voluntarily executed.

Putnam Landlord, LLC, an Iowa
limited liability company

SEAL:

By: _____
Amrit Gill, Manager

NOTARY PUBLIC

STATE OF _____, COUNTY OF _____) ss:

On this_____ day of _____, 2015, before me, the undersigned, Notary Public in and for the State of _____, appeared Amrit Gill, to me personally known, who, being by me duly sworn, did say that he is a Manager of the Putnam Landlord, LLC, and that the foregoing was signed on behalf of such limited liability company by their Managing Member and acknowledged the execution of such instrument to be his voluntary act and deed on behalf of these entities, by them voluntarily executed.

CERTIFICATION BY ASSESSOR

The undersigned Assessor hereby certifies that after review of the plans and specifications for the improvements to be made to the property that the minimum actual values contained in the Minimum Assessment/Revenue Agreement appear to be reasonable.

The undersigned Assessor, being legally responsible for the assessment of the above-described Property upon completion of improvements to be made on it, hereby certifies that the actual incremental value assigned to such land and improvements as of January 1, 2016 shall not be less than the base value for January 1, 2015 ($1,282,200) plus $21,982,042 for a total Minimum Assessment amount of $23,264,242. Thus, while the resulting assessed value may be higher than $_23,264,242 during the term of this Agreement, it shall not fall below $_23,264,242 as of January 1, 2016 and shall not be less than this value until the payment of taxes based on the assessed value for the year 2035, or until such time as the TIF Note referenced in the Economic Development Agreement attached hereto shall be completely amortized, whichever occurs last. It is noted that any residential use is NOT subject to TIF and shall be exempted from this calculation. Any present or future use or conversion to residential use shall similarly preclude the value of said residential use from counting toward the minimum assessed value. To accomplish this, any/all residential units shall be, in sum or individually, be separated as a horizontal condominium regime or vertical subdivision and taxed as a separate parcel(s).

By_____
Nick VanCamp
City Assessor
City of Davenport
Scott County, Iowa

NOTARY PUBLIC

STATE OF IOWA, COUNTY OF SCOTT:

On this _____ day of _____, 2015, before me, the undersigned, Notary Public in and for the State of Iowa, appeared Nick VanCamp, to me personally known, who, being by me duly sworn, did say that he is the City Assessor of Davenport executing the foregoing instrument; that the said Assessor acknowledged the execution of the instrument to be the

voluntary act and deed of the Office of the Assessor of the City of Davenport, by it and by his voluntarily executed.

EXHIBIT “A”

LEGAL DESCRIPTION OF REAL PROPERTY

City of Davenport

Agenda Group: **Action / Date**
Department: Community Planning and Economic Development **11/18/2015**
Contact Info: Matt Flynn, 326-7743
Wards: 8th (Future)

Subject:
Resolution approving Case No. ANX15-01, the annexation of 63.37 acres more or less, of territory located south of Slopertown Road west of the new rail spur serving the Eastern Iowa Industrial Center. (Greater Davenport Redevelopment Corporation, Petitioner; Case No. ANX15-01). [Ward 8 as expanded].

Recommendation:
Staff recommends approval of the annexation.

Relationship to Goals:
Welcoming investment.

Background:
This property is part of a larger 70.83 acre tract slated for development of the new Kraft-Heinz production facility. Not all of the tract is slated for annexation at this time because doing so would create an island of unincorporated property to the east.

This property is zoned agricultural by Scott County and will need to be rezoned to M-1, Light Industrial, upon annexation to the City.

Pursuant to the Iowa Code, staff sent notice of the annexation petition to Scott County, Sheridan Township, the City of Eldridge, and all utility providers via Certified Mail. No return correspondence has been received. Assuming Council approves the annexation, an application for annexation will be submitted to the State of Iowa City Development Board for its consideration.

Finally, the proposed annexation is located within the future annexation limits of the City as depicted on the Davenport 2025 *Proposed Land Use Map*. Therefore, staff believes that the proposed annexation is a logical extension of the corporate limits of the City and should have no adverse impact on the provision of municipal services.

Public Input:
No public input is required for this type of request, as this is a one hundred percent voluntary annexation.

For further background information please refer to the background materials.

ATTACHMENTS:

Type	Description
Resolution Letter	Resolution
Backup Material	Notice

Backup Material Annexation Petition

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	11/30/2015 - 5:35 PM

Resolution No._____

Resolution offered by

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving Case No. ANX15-01, the annexation of 63.37 acres more or less, of territory located south of Slopertown Road west of the new rail spur serving the Eastern Iowa Industrial Center. The proposed annexation is necessary to accommodate railroad spur improvements related to the City's planned Transload Facility. (Greater Davenport Redevelopment Corporation, Petitioner; Case No. ANX15-01). [Ward 8 as expanded]

WHEREAS, the Greater Davenport Redevelopment Corporation is the owner of 63.37 acres more or less, of territory located south of Slopertown Road west of the new rail spur serving the Eastern Iowa Industrial Center, legally described as follows:

Part of the Southeast Quarter of Section 28, Township 79 North, Range 3 East of the 5th Principal Meridian, more particularly described as follows;

Commencing at the Southeast corner of the Southeast Quarter of said Section 28, thence, along the South line of the Southeast Quarter, South 88 degrees 35 minutes 35 seconds West, a distance of 390.03 feet to the Point of Beginning; thence, continuing along said South line, South 88 degrees 35 minutes 35 seconds West, a distance of 936.82 feet to the West line of the East half of said Southeast Quarter; thence, along said West line, North 02 degrees 09 minutes 50 seconds West, a distance of 2665.58 feet; thence, South 80 degrees 32 minutes 48 seconds East, along a line which is 283.00 feet southerly of and parallel with the centerline of West Slopertown Road, a distance of 1283.34 feet to the west line of Parcel 932839004; thence, along said west Parcel line, South 02 degrees 09 minutes 24 seconds East, a distance of 1083.95 feet to the north line of Parcel 932855004; thence, South 88 degrees 46 minutes 56 seconds West, along said north line a distance of 320.07 feet to the west line of said Parcel; thence, South 02 degrees 09 minutes 27 seconds East, a distance of 1331.00 feet (record distance), to the South line of said Southeast Quarter and the Point of Beginning. The above described Tract contains 63.37 acres, more or less.
For the purposes of this description the South line of the Southeast Quarter has a bearing of South 88 degrees 35 minutes 35 seconds West.

WHEREAS, the City desires to annex this territory to the City's corporate limits in order to accommodate new industrial development; and

WHEREAS, Section 368.7 of the Code of Iowa provides for the voluntary annexation of territory adjoining the incorporated area of a municipality; and

WHEREAS, pursuant to the Code of Iowa, the City mailed notice of the application via certified mail, at least fourteen business days prior to the anticipated action of the city council on the application, to the council of each city whose boundary adjoins the territory or is within two miles of the territory (in this case the City of Eldridge), to the board of supervisors of each county which contains a portion of the territory (in this case Scott County), each affected public utility (in this case CenturyLink, Iowa-American water, REC Eastern Iowa, MediaCom, and MidAmerican Energy Company), and to the regional planning authority of the territory (in this case the Bi-State Regional Commission); and further, notice of the application was published in an official county newspaper in each county which contains a portion of the territory (in this case the Quad City Times).

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport, Iowa, that the petition for annexation of the area shown on the attached map and legally described above, and the same and is hereby approved, and the Mayor and City Clerk be, and they are hereby authorized and instructed to certify to the adoption of this resolution as required by law.

BE IT FURTHER RESOLVED, that City staff is directed to provide appropriate documentation of this action for review and approval by the City Development Board of the State of Iowa, and that the City Clerk be and is hereby authorized and directed to file a certified copy of this resolution and attachments with the Scott County Recorder, and the Iowa Secretary of State.

Approved:	Attest:
_____	_____
William E. Gluba, Mayor	Jackie E. Holecek, City Clerk

NOTICE OF PROPOSED ANNEXATION OF TERRITORY
TO THE CITY OF DAVENPORT

Dear Interested Parties:

There is on file with the City of Davenport, Department of Community Planning and Economic Development, a petition to annex a tract to the City of Davenport, legally described as follows:

Part of the Southeast Quarter of Section 28, Township 79 North, Range 3 East of the 5th Principal Meridian, more particularly described as follows;

Commencing at the Southeast corner of the Southeast Quarter of said Section 28, thence, along the South line of the Southeast Quarter, South 88 degrees 35 minutes 35 seconds West, a distance of 390.03 feet to the Point of Beginning; thence, continuing along said South line, South 88 degrees 35 minutes 35 seconds West, a distance of 936.82 feet to the West line of the East half of said Southeast Quarter; thence, along said West line, North 02 degrees 09 minutes 50 seconds West, a distance of 2665.58 feet; thence, South 80 degrees 32 minutes 48 seconds East, along a line which is 283.00 feet southerly of and parallel with the centerline of West Slopertown Road, a distance of 1283.34 feet to the west line of Parcel 932839004; thence, along said west Parcel line, South 02 degrees 09 minutes 24 seconds East, a distance of 1083.95 feet to the north line of Parcel 932855004; thence, South 88 degrees 46 minutes 56 seconds West, along said north line a distance of 320.07 feet to the west line of said Parcel; thence, South 02 degrees 09 minutes 27 seconds East, a distance of 1331.00 feet (record distance), to the South line of said Southeast Quarter and the Point of Beginning. The above described Tract contains 63.37 acres, more or less.

For the purposes of this description the South line of the Southeast Quarter has a bearing of South 88 degrees 35 minutes 35 seconds West.

This notice is published pursuant to Iowa Code Section 368.7(3). A copy of the Voluntary Annexation Petition, legal descriptions, and Plat of Survey is available for inspection from the City of davenport, Community Planning and Economic Development Department, City Hall, 226 West 4th Street, Davenport, Iowa 52801. This action is being contemplated in order to allow for continued development of the Eastern Iowa Industrial Center.

The Davenport City Council will consider this petition at its Tuesday, November 24, 2015 meeting, to be held at 5:30 pm in the Council Chambers of City Hall, 226 West 4th Street (Note: Meeting has been moved from November 25 to avoid the Thanksgiving Holiday). While a public hearing is not required, it is the practice of the City Council to solicit comments from the public prior to taking official action. Final approval of the proposed annexation is the decision of the City Development Board of the State of Iowa.

P. O. # 1607592

Published in the Quad City Times on _____

City of Davenport, Iowa

VOLUNTARY ANNEXATION APPLICATION

To the Council of the City of Davenport, Iowa:

We, being all of the owners of the following described territory adjoining the City of Davenport, Iowa hereby make application to your Honorable Body to assent by resolution to such territory becoming a part of the City of Davenport, Iowa. Attached hereto is a plat of such territory showing the situation thereof with reference to the existing limits of the City.

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned: Vacant Land known as Parcel 932855003 and Part of Parcel 932839003, located in the East 1/2 of the East 1/2 of Section 28, Township 79, Range 3 East of the 5th Prime Meridian, as shown on the attached plat of survey.

Legal Description:

See attached.

Property Owner(s): Greater Davenport Redevelopment Corporation
Address: 331 W. 3rd Street, Suite 106
Address: Davenport, IA 52801
Phone #: 563-884-7559

Applicant / Contact: Joseph C. Judge
Address: 220 N. Main Street, Suite 101
Address: Davenport, IA 52801
Phone #: 563-333-6660

Signed by: _____ ***Date:*** November 2, 2015
(Property Owner) PRESIDENT

Signed by: _____ ***Date:*** _____
(Property Owner)

Note: no other signature may be substituted for the Property Owner's Signature.)

And: Joseph C. Judge ***Date:*** 11/2/15
(Applicant/Contact)

Original Signatures are Required

**If a limited liability corporation, association, trust, non-profit organization, or any other legal entity owns the property proposed for voluntary annexation, an agent or agents responsible for the affairs of the legal entity must sign the application as the property owner(s). It must be noted that the assignee(s) is (are) acting on behalf of the legal entity. In addition, documentation, such as incorporation documents, must be included that show the assignee's (assignees') authority to act on behalf of the legal entity. If the property owner is a religious institution, a written explanation must be provided on the institution's letterhead that the person(s) signing the application can act on behalf of the institution. One or more established leaders of the religious congregation must also attest the letter.*

STATE OF IOWA

COUNTY OF SCOTT

On this 2nd day of November, 20 15, before me, a Notary Public in and for Scott County, Iowa, personally appeared Joseph C. Judge, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

NOTARIAL SEAL IOWA
ANGI CHAPMAN
Commission Number 749728
My Commission Expires
November 2, 2016

Angi Chapman
Notary Public in and for Scott County, Iowa

STATE OF IOWA

COUNTY OF SCOTT

On this _____ day of _____, 20____, before me, a Notary Public in and for Scott County, Iowa, personally appeared _____, to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

_____
Notary Public in and for Scott County, Iowa

STATE OF IOWA

COUNTY OF SCOTT

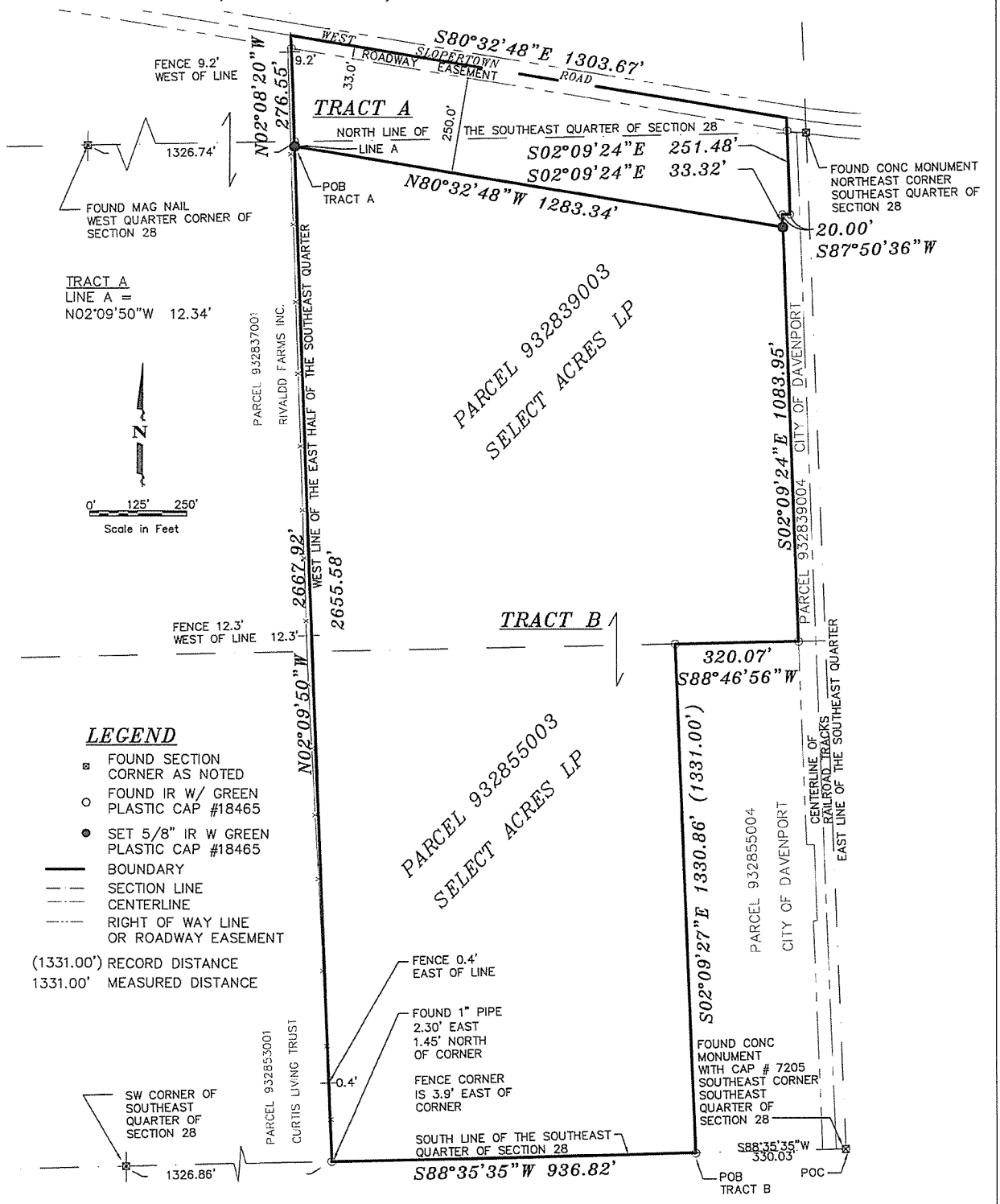
On this 2nd day of November, 20 15, before me, a Notary Public in and for Scott County, Iowa, personally appeared Brock Earnhardt, to me personally known, who being by me duly sworn, did say that that person is President of said corporation, that the seal affixed to said instrument is the seal of said corporation, or no seal has been procured by the said corporation, and that said statement was signed and sealed on behalf of said corporation by authority of its board of directors and the said Brock Earnhardt acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

NOTARIAL SEAL IOWA
JOSEPH C. JUDGE
Commission Number 708125
My Commission Expires
February 1, 2016

Notary Public in and for Scott County, Iowa

PLAT OF SURVEY

PART OF THE NORTHEAST AND THE SOUTHEAST QUARTERS OF SECTION 28, TOWNSHIP 79 NORTH RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN, SCOTT COUNTY, STATE OF IOWA



LEGEND

- FOUND SECTION CORNER AS NOTED
- FOUND IR W/ GREEN PLASTIC CAP #18465
- SET 5/8" IR W GREEN PLASTIC CAP #18465
- BOUNDARY
- SECTION LINE
- CENTERLINE
- RIGHT OF WAY LINE OR ROADWAY EASEMENT

(1331.00') RECORD DISTANCE
1331.00' MEASURED DISTANCE

TRACT A

TOTAL AREA:	8.45 ACRES
ROADWAY EASEMENT:	0.99 ACRES
NET AREA:	7.46 ACRES

TRACT B

TOTAL AREA:	63.37 ACRES

LICENSED LAND SURVEYOR JAMES W. ABBITT JR. 18465 IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Signature: James W. Abbitt Jr.

Date 11-2-15 Reg. No. 18465

My license renewal date is December 31, 2016.

Pages or sheets covered by this seal:

SHEETS 1 AND 2

PREPARED BY & RETURN TO:

JAMES W. ABBITT, JR. McCLURE ENGINEERING ASSOCIATES, INC. 4700 KENNEDY DRIVE EAST MOLINE, IL 61244

PLOTTING SCALE:	1" = 1
DRAWN BY:	JWA
CHECKED BY:	JWA
DATE:	10/30/15

REVISIONS

NO.	ITEM	DATE

McClure Engineering Associates, Inc.
4700 Kennedy Drive East Moline, Illinois 61244
(309) 752-9300 Fax (309) 752-9274
Design Firm License #184-001618

PLAT OF SURVEY
PART OF NE & SE QUARTERS OF SECTION 28
Greater Davenport Redevelopment Corporation — DAVENPORT, IOWA
FILE NAME: T:\12150_GDRCSELECTACRES\DWG\12150-SVY.dwg JOB NUMBER: 01-13-12-150

SHEET NO. 1 OF 2

PLAT OF SURVEY

PART OF THE NORTHEAST AND THE SOUTHEAST QUARTERS OF SECTION 28, TOWNSHIP 79 NORTH RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN, SCOTT COUNTY, STATE OF IOWA

LEGAL DESCRIPTION - TRACT A

Part of the Northeast & the Southeast Quarters of Section 28, Township 79 North, Range 3 East of the 5th Principal Meridian, more particularly described as follows;

Commencing at the Southeast corner of the Southeast Quarter of said Section 28; thence, along the South line of the Southeast Quarter, South 88 degrees 35 minutes 35 seconds West, a distance of 1266.85 feet to the West line of the East half of said Southeast Quarter; thence, along said West line, North 02 degrees 09 minutes 50 seconds West, a distance of 2665.58 feet to the Point of Beginning; thence, continuing along said West line, North 02 degrees 09 minutes 50 seconds West, a distance of 12.34 feet to the North line of said Southeast Quarter; thence, along the West line of the East half of said Northeast Quarter, North 02 degrees 08 minutes 20 seconds West, to the centerline of West Slopertown Road, a distance of 276.55 feet; thence, along said centerline, South 80 degrees 32 minutes 48 seconds East, to the west right of way line of the railroad spur and Parcel 932839004 as extended northerly, a distance of 1303.67 feet; thence, along said west line of aforesaid Parcel, South 02 degrees 09 minutes 24 seconds East, a distance of 251.48 feet; thence, continuing along said west Parcel line, South 87 degrees 50 minutes 36 seconds West, a distance of 20.00 feet; thence continuing along said west Parcel line, South 02 degrees 09 minutes 24 seconds East, a distance of 33.32 feet; thence, North 80 degrees 32 minutes 48 seconds West, along a line which is 283.00 feet southerly of and parallel with the centerline of West Slopertown Road, a distance of 1283.34 feet to the Point of Beginning. The above described Tract contains a gross area of 8.45 acres; less the roadway easement containing 0.99 acres,for a net total area of 7.46 acres, more or less.

For the purposes of this description the South line of the Southeast Quarter has a bearing of South 88 degrees 35 minutes 35 seconds West.

LEGAL DESCRIPTION - TRACT B

Part of the Southeast Quarter of Section 28, Township 79 North, Range 3 East of the 5th Principal Meridian, more particularly described as follows;

Commencing at the Southeast corner of the Southeast Quarter of said Section 28, thence, along the South line of the Southeast Quarter, South 88 degrees 35 minutes 35 seconds West, a distance of 330.03 feet to the Point of Beginning; thence, continuing along said South line, South 88 degrees 35 minutes 35 seconds West, a distance of 936.82 feet to the West line of the East half of said Southeast Quarter; thence, along said West line, North 02 degrees 09 minutes 50 seconds West, a distance of 2665.58 feet; thence, South 80 degrees 32 minutes 48 seconds East, along a line which is 283.00 feet southerly of and parallel with the centerline of West Slopertown Road, a distance of 1283.34 feet to the west line of Parcel 932839004; thence, along said west Parcel line, South 02 degrees 09 minutes 24 seconds East, a distance of 1083.95 feet to the north line of Parcel 932855004; thence, South 88 degrees 46 minutes 56 seconds West, along said north line a distance of 320.07 feet to the west line of said Parcel; thence, South 02 degrees 09 minutes 27 seconds East, a distance of 1331.00 feet (record distance), to the South line of said Southeast Quarter and the Point of Beginning. The above described Tract contains 63.37 acres, more or less.

For the purposes of this description the South line of the Southeast Quarter has a bearing of South 88 degrees 35 minutes 35 seconds West.

JAMES W. ABBITT, JR. McCLURE ENGINEERING ASSOCIATES, INC. 4700 KENNEDY DRIVE EAST MOLINE, IL 61244

PREPARED BY & RETURN TO:

PLOTTING SCALE: 1" = 1	REVISIONS			McClure Engineering Associates, Inc.	PLAT OF SURVEY PART OF NE & SE QUARTERS OF SECTION 28	SHEET NO. 2 OF 2
DRAWN BY: JWA	NO.	ITEM	DATE	4700 Kennedy Drive East Moline, Illinois 61244 (309) 792-9300 Fax (309) 792-9874 Design Firm License Illinois#184-000818 Copyright 2015 By McClure Engineering Associates, Inc.	Greater Davenport Redevelopment Corporation DAVENPORT, IOWA	
CHECKED BY: JWA					FILE NAME: T:\12150_CORCSELECTACRES\DWG\12150-SVY.dwg JOB NUMBER: 01-13-12-150	
DATE: 10/30/15						

City of Davenport

Agenda Group: **Action / Date**
Department: Public Works **12/2/2015**
Contact Info: Gary Statz (563) 326-7754
Wards: 4

Subject:
First Consideration: Ordinance amending Schedule XI of Chapter 10.96 entitled "Resident Parking Only" by adding Brown Street in front of the property at 2104 Brown Street. *[Ward 4]*

Recommendation:
Adopt the ordinance.

Relationship to Goals:
Revitalized Neighborhoods & Corridors

Background:
The 2100 block of Brown Street often has cars lining both sides of the street during the school year. Even at night, there are cars taking about half of the available parking. Most of the homes on this block are owned by St. Ambrose University. The resident at 2104 Brown asked for resident parking only, so I polled the residents on the block who are homeowners. The others did not want the zone in front of their homes because they had plenty of off-street parking, so the zone will only be in front of this home, which is at the corner of Brown and High. There is room for only one car off-street at this property, so there is a need for the resident parking only zone.

ATTACHMENTS:

Type	Description
Ordinance	PS_ORD_2104 Brown St resident parking_pg 2

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Admin, Default	Approved	11/30/2015 - 5:37 PM

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 10.96 ENTITLED SCHEDULES OF THE MUNICIPAL CODE OF DAVENPORT, IOWA, BY AMENDING SCHEDULE XI RESIDENT PARKING ONLY THERETO BY ADDING BROWN STREET IN FRONT OF THE PROPERTY AT 2104 BROWN STREET.

Section 1. That Schedule XI Resident Parking Only of the Municipal Code of Davenport, Iowa, be and the same is hereby amended by adding the following:

Brown Street in front of the property at 2104 Brown Street.

SEVERABILITY CLAUSE. If any of the provisions of this ordinance are for any reason illegal or void, then the lawful provisions of this ordinance, which are separable from said unlawful provisions shall be and remain in full force and effect, the same as if the ordinance contained no illegal or void provisions.

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

EFFECTIVE DATE. This ordinance shall be in full force and effective after its final passage and publication as by law provided.

First Consideration _____

Second Consideration _____

Approved _____

_____
William E. Gluba
Mayor

Attest: _____
Jackie Holecek, CMC
Deputy City Clerk

City of Davenport

Agenda Group: **Action / Date**
Department: Public Works **12/2/2015**
Contact Info: Gary Statz (563) 326-7754
Wards: 1

Subject:
First Consideration: Ordinance amending Schedule VII of Chapter 10.96 entitled "No Parking" by adding Oklahoma Avenue along both sides from Locust Street north 265 feet. *[Ward 1]*

Recommendation:
Adopt the ordinance.

Relationship to Goals:
Revitalized Neighborhoods & Corridors

Background:
Oklahoma Avenue is a seal coat road that is 20 feet wide with almost no curb and gutter. People attending games at Emeis Park have parked by the homes just north of Locust and often caused ruts in their yards due to the lack of curb and gutter. They should be using the available parking space off of Emeis Park Drive or parking on Eagle's Crest Avenue.

ATTACHMENTS:

Type	Description
Ordinance	PS_ORD_Oklahoma No Parking_pg 2

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Admin, Default	Approved	11/30/2015 - 5:37 PM

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 10.96 ENTITLED SECTIONS OF THE MUNICIPAL CODE OF DAVENPORT, IOWA, BY AMENDING SCHEDULE VII NO PARKING THERETO BY ADDING OKLAHOMA AVENUE ALONG BOTH SIDES FROM LOCUST STREET NORTH 265 FEET.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF DAVENPORT, IOWA:

Section 1. That Schedule VII No Parking of the Municipal Code of Davenport, Iowa, be and the same is hereby amended by adding the following:

Oklahoma Avenue along both sides from Locust Street north 265 feet.

SEVERABILITY CLAUSE. If any of the provisions of this ordinance are for any reason illegal or void, then the lawful provisions of this ordinance, which are separable from said unlawful provisions shall be and remain in full force and effect, the same as if the ordinance contained no illegal or void provisions.

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

EFFECTIVE DATE. This ordinance shall be in full force and effective after its final passage and publication as by law provided.

First Consideration _____

Second Consideration _____

Approved _____

_____
William E. Gluba
Mayor

Attest: _____
Jackie Holecek, CMC
Deputy City Clerk

Published in the Quad City Times on _____

City of Davenport

Agenda Group: **Action / Date**
Department: Public Works/Fire Dept **12/2/2015**
Contact Info: Brian Schadt; 326-7734/Chief Washburn 326-7942
Wards: 3

Subject:
Motion awarding the bid for the flooring and tile in the new Central Fire Station building to Long's Carpet & Interiors of Rock Island in the amount of $130,000. [Ward 3]

Recommendation:
Approve the Motion.

Relationship to Goals:
Financially Responsible City Government.

Background:
An Invitation to Bid was issued and sent to 38 vendors on October 22, 2015. On November 19, 2015 the Purchasing Division opened two bids.

On May 13, 2015, a contract for flooring and tile at Central Fire Station was approved by council. Before the contracts could be signed, the contractor stated that he had missed a section of the plans and specifications and the cost would be almost twice as much. A second bid was issued in July and one bid was received. That bid was significantly over budget and it was decided to re-bid with revised specifications. The third bid proved to be a success. We received two bids and the lowest responsive and responsible bid was only $17,000 over the estimated cost. This was the lowest bid received during the whole bidding process.

This bid is for all the flooring and tile in Central Fire Station per the plans and specifications. The lowest responsive and responsible vendor was Long's Carpet & Interiors, in the amount of $130,000. A bid tabulation is attached.

Funding for this purchase is from the Capital Improvement Program #02348. These funds are from the sales of bonds.

ATTACHMENTS:

Type	Description
Cover Memo	Bid Tab - Central Fire - Flooring & Tile

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Admin, Default	Approved	11/30/2015 - 5:38 PM

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: CENTRAL FIRE – FLOORING & TILE

BID NUMBER: 16-38

OPENING DATE: November 19, 2015

CIP PROJECT: 02348

RECOMMENDATION: AWARD THE CONTRACT TO LONGS CARPET & INTERIORS OF ROCK ISLAND, IL.

VENDOR NAME	BID AMOUNT
Longs Carpet & Interiors of Rock Island, IL	**$130,000**
Dave's Floorcoverings, Inc. of Davenport	$155,742

Prepared By Kristi Keller 11/23/15
Purchasing

Approved By Nicole Gleason 11-22 2015 Lynn Washington 11/23/15
PW Director Date Fire Chief Date

Approved By
Budget/CIP

Approved By
Finance Director

City of Davenport

Agenda Group: **Action / Date**
Department: Finance **12/2/2015**
Contact Info: Brandon Wright - 326-7750
Wards: 6

Subject:
Motion approving the final economic development incentive payment to Scott County Casino, LLC of not-to-exceed $9,975,000 related to the Elmore Avenue Extension Phase I project from just north of Veterans Memorial Parkway to Jersey Ridge Road. [Ward 6]

Recommendation:
Approve the motion

Relationship to Goals:
Welcoming investment

Background:
On June 25, 2014, the City Council approved an amendment to the joint development agreement with Scott County Casino, LLC that provided an economic development incentive for the extension of Elmore Avenue. This motion approves the second and final payment of this project for Phase I, which runs just north of Veterans Memorial Parkway to Jersey Ridge Road. The economic development incentive amount for Elmore Extension Phase I is not-to-exceed $9,975,000. The final price will vary slightly due to interest costs depending on the day of the closing.

Attached is supporting paperwork for eligible costs associated with the economic development incentive. City staff have reviewed these costs as they relate to the terms of the June 25 amendment to the joint development agreement and find that they are normal and customary amounts consistent with the terms of the agreement. A map of the Elmore Extension Phase I project area is also attached.

The first payment for the completion of the Elmore South phase of the project was $3,960,562.64. Together with this second and final payment, the total amount is expected to be $13,925,000.

Under the terms of the joint development agreement, Scott County Casino is required to construct a land-based casino of not-less-than $100 million. With a final economic development incentive amount of $13.925 million, the City's full participation in this project will be no more than 13.9% of overall project costs and as low as 5.6% if the entire 250-acre site is taken into account. In addition to servicing the new land-based casino, the extension of Elmore Avenue will open up 250 acres as a continuation of the strongest economic corridor in the Quad Cities. The development of this area is estimated to grow Davenport's property tax base by $250 million with a new development already occurring with Mills Chevrolet. Interest from other private developers and companies remains high.

The development of this area with 13.9% of public funds is conservative based on other major economic development projects. Below are some examples of other large-scale projects that involved more typical amounts of public investment and do not provide the same level of community impact as opening 250 acres to mixed-use development.

CITY	PROJECT	PUBLIC SUBSIDY %
Des Moines	Downtown Convention Hotel	19%
Waterloo	Reinvestment District	28%
Cedar Rapids	Westdale Mall	35%
Sioux City	Hard Rock Casino	19%
Altoona	Bass Pro Shops	100%

The entire Elmore Extension project (both phases) of $13.925 million will be funded through the issuance of bonds abated by tax increment financing (TIF) generated from the casino development alone. The joint development agreement has a minimum assessment valuation for the new casino of $55 million. In addition to the use of TIF funds, the City will use the 0.4% casino improvement district funds described in the joint development agreement as a source of bond repayment. The casino improvement district funds are estimated to total $1.9 million.

ATTACHMENTS:

Type	Description
Backup Material	Supporting Documents - Payment
Backup Material	Project Location Map

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Admin, Default	Approved	11/30/2015 - 5:38 PM

APPLICATION FOR PAYMENT AND SWORN STATEMENT
FOR CONTRACTOR/CONSTRUCTION MANAGER AND SUBCONTRACTOR TO OWNER

Development Title: ELMORE AVENUE EXTENSION I
Lender: FORT MADISON BANK & TRUST
Owner: BAXTER CONSTRUCTION COMPANY
Architect: MCCLURE ENGINEERING ASSOCIATES
Contractor/Construction Manager: BAXTER CONSTRUCTION COMPANY, LLC

Date: 11/19/2015
Payment Application: FINAL
Period: FROM 10.21.15 TO 11.20.15
Change Orders #:
Project No.:

	1	2	3	4	5	6		7	8	9	10	11
Item #	Contractor	Scope Of Work	Estimate	Contract Amount	Change Orders	Revised Contract Amount		Work Completed/ Stored To Date Dollar Value	Total Retained Including This Application	Previously Paid	Current Payment Due	Balance To Become Due (Including Retainage)
	Hard Construction (HC) Costs											
1	Holst Trucking	Selective Demolition	$ 75,000.00	$ 60,000.00	$ 1,090.00	$ 61,090.00	100 %	$ 61,090.00	$ -	$ 61,090.00	$ -	$ -
2	Active Thermal Concepts	Asbestos Removal	$ -	$ 6,630.00	$ -	$ 6,630.00	100 %	$ 6,630.00	$ -	$ 6,630.00	$ -	$ -
3	Environet	Asbestos Removal	$ -	$ 2,400.00	$ -	$ 2,400.00	100 %	$ 2,400.00	$ -	$ 2,400.00	$ -	$ -
4	MidAmerican Energy	Gas Main	$ 96,000.00	$ 96,000.00	$(96,000.00	$ -	- %	$ -	$ -	$ -	$ -	$ -
5	CJ Moyna	Grading	$ 2,343,325.00	$ 2,415,893.00	$ 434,411.39	$ 2,850,304.39	100 %	$ 2,850,304.39	$ -	$ 2,562,573.95	$ 287,730.44	$ -
6	Quick Fix Auto	Soil Purchase	$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	100 %	$ 250,000.00	$ -	$ 250,000.00	$ -	$ -
7	Soil Tek	Landscaping	$ 217,390.00	$ 35,852.00	$ 57,032.90	$ 92,884.90	100 %	$ 92,884.90	$ -	$ -	$ 92,884.90	$ -
8	Soil Tek	SWPPP	$ -	$ 4,750.00	$ -	$ 4,750.00	100 %	$ 4,750.00	$ -	$ 3,847.50	$ 902.50	$ -
9	McCarthy	Paving	$ 2,113,231.00	$ 1,742,664.00	$ 119,304.57	$ 1,861,968.57	100 %	$ 1,861,968.57	$ -	$ 1,598,044.91	$ 263,923.66	$ -
10	McCarthy	Site Utilities	$ 892,260.00	$ 1,166,712.00	$(16,351.25	$ 1,150,360.75	100 %	$ 1,150,360.75	$ -	$ 1,003,606.44	$ 146,754.31	$ -
11	Iowa American Water	Water Mains	$ 168,750.00	$ 167,895.40	$(12,475.20	$ 155,420.20	100 %	$ 155,420.20	$ -	$ 155,420.20	$ -	$ -
12	McClure Engineering	Civil Engineer Services	$ 176,000.00	$ 132,600.00	$ 6,750.00	$ 139,350.00	100 %	$ 139,350.00	$ -	$ 134,950.00	$ 4,400.00	$ -
13	Geomax	Cement Stabilization	$ -	$ 476,616.52	$(185,131.16	$ 291,485.36	100 %	$ 291,485.36	$ -	$ 262,336.82	$ 29,148.54	$ -
		HC Costs Subtotal:	$ 6,331,956.00	$ 6,558,012.92	$ 308,631.25	$ 6,866,644.17	100 %	$ 6,866,644.17	$ -	$ 6,040,899.82	$ 825,744.35	$ -
	General Condition (GC) Costs											
14	BCC	Temp Roads	$ 300,000.00	$ 23,383.48	$(13,492.00	$ 9,891.48	100 %	$ 9,891.48	$ -	$ 9,891.48	$ -	$ -
15	BCC	Temp Electric	$ -	$ 10,000.00	$(3,444.08	$ 6,555.92	100 %	$ 6,555.92	$ -	$ 6,555.92	$ -	$ -
16	BCC	Temp Toilets	$ -	$ 296.00	$ 1,141.43	$ 1,437.43	100 %	$ 1,437.43	$ -	$ 1,437.43	$ -	$ -
17		Survey & Layout	$ 85,000.00	$ -	$ -	$ -	- %	$ -	$ -	$ -	$ -	$ -
18	BCC	Safety	$ -	$ 3,000.00	$(1,853.52	$ 1,146.48	100 %	$ 1,146.48	$ -	$ 1,146.48	$ -	$ -
19	Environet	Phase 1 ESA	$ -	$ 2,500.00	$ -	$ 2,500.00	100 %	$ 2,500.00	$ -	$ 2,500.00	$ -	$ -
20	BCC	COSESCO Permit	$ -	$ 21,137.50	$ -	$ 21,137.50	100 %	$ 21,137.50	$ -	$ 21,137.50	$ -	$ -
21	BCC	Permits	$ -	$ 2,855.00	$ 175.00	$ 3,030.00	100 %	$ 3,030.00	$ -	$ 3,030.00	$ -	$ -
22	BCC	Reproduction	$ -	$ 200.00	$ -	$ 200.00	100 %	$ 200.00	$ -	$ 200.00	$ -	$ -
		GC Costs Subtotal:	$ 385,000.00	$ 63,371.98	$(17,473.17	$ 45,898.81	100 %	$ 45,898.81	$ -	$ 45,898.81	$ -	$ -
		HC & GC Costs Subtotal:	$ 6,716,956.00	$ 6,621,384.90	$ 291,158.08	$ 6,912,542.98	100 %	$ 6,912,542.98	$ -	$ 6,086,798.63	$ 825,744.35	$ 0.00

	1	2	3	4	5	6		7	8	9	10	11
Item #	Contractor	Scope Of Work	Estimate	Contract Amount	Change Orders	Revised Contract Amount		Work Completed/ Stored To Date Dollar Value	Total Retained Including This Application	Previously Paid	Current Payment Due	Balance To Become Due (Including Retainage)
23		Contingency	$ 134,064.00	$ 179,294.27	$(179,294.27	$ -	- %	$ -	$ -	$ -	$ -	$ -
		Project Costs Subtotal:	$ 6,851,020.00	$ 6,800,679.17	$ 111,863.81	$ 6,912,542.98	100 %	$ 6,912,542.98	$ -	$ 6,086,798.63	$ 825,744.35	$ -
Fees												
24		CM GC, Overhead & Profit	$ 692,498.00	$ 691,254.30	$ -	$ 691,254.30	100 %	$ 691,254.30	$ -	$ 579,405.96	$ 111,848.34	$ -
25		Development Fee	$ 377,512.00	$ 345,627.15	$ -	$ 345,627.15	100 %	$ 345,627.15	$ -	$ -	$ 345,627.15	$ -
26		Land Purchase	$ 1,656,000.00	$ 1,654,354.00	$ -	$ 1,654,354.00	100 %	$ 1,654,354.00	$ -	$ 1,654,354.00	$ -	$ -
27		Interest/Legal/Accounting	$ 488,764.00	$ 143,262.00	$ 153,055.74	$ 296,317.74	100 %	$ 296,317.74	$ -	$ 196,317.74	$ 100,000.00	$ -
28		Closing Costs	$ -	$ 63,599.74	$ -	$ 63,599.74	100 %	$ 63,599.74	$ -	$ 63,599.74	$ -	$ -
		Fees Subtotal:	$ 3,214,774.00	$ 2,898,097.19	$ 153,055.74	$ 3,051,152.93	100 %	$ 3,051,152.93	$ -	$ 2,493,677.44	$ 557,475.49	$ -
		Totals:	$ 10,065,794.00	$ 9,698,776.36	$ 264,919.55	$ 9,963,695.91	100 %	$ 9,963,695.91	$ -	$ 8,580,476.07	$ 1,383,219.84	$ -

Contract Amount to Date	$ 9,698,776.36
Net Extras/ (Credits) to Contract	$ 264,919.55
Adjusted Total Contract to Date	$ 9,963,695.91

Work Completed	$ 9,963,695.91
Total Retained	$ -
Net Amount Earned	$ 9,963,695.91
Previously Paid	$ 8,580,476.07
Net Amt Due this Payment	$ 1,383,219.84

Contractor's/Construction Manager's Certification:

It is my knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates were issued and payments received from the owner, and that current payment shown herein is now due.

Contractor/
Construction Manager: _____

By: Tony Baxter, Manager

Date: 11.19.15

Architect or Engineer's Certification:

The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the work quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

Architect: _____

By: _____

Date: _____

Approved by Owner:

Owner: _____

By: _____

Date: _____

Accepted by Agency:

The review and acceptance of the estimate does not attest to the correctness of the quantities shown or that the work has been performed in accordance with the contract documents.

By: _____

Title: _____

Date: _____

APPLICATION FOR PAYMENT AND SWORN STATEMENT
FOR CONTRACTOR/CONSTRUCTION MANAGER AND SUBCONTRACTOR TO OWNER

STATE OF IOWA

COUNTY OF LEE

The undersigned, Tony Baxter, being first sworn, on oath deposes and says, that he is the Manager of Baxter Construction Company, LLC, the contractor/construction manager for ELMORE AVENUE EXTENSION I project located at Davenport, Iowa.

That, for the purpose of this work, the foregoing orders have been placed and the foregoing parties subcontracted with and these have furnished materials or have provided labor or both for said project.

That, the amount for such order or subcontract is as stated above and that there is due and to become due them respectively, the amounts set opposite their names for material or labor or both.

That, this statement is made in compliance with the statutes relating to the Mechanic's Liens and for the purpose of procuring from the Owner FINAL / PARTIAL payment in accordance with the terms of the contract and is a full, true and complete statement of all parties furnishing labor and/or material and of amounts paid, due and to become due them.

Signed this 19th day of November, 2015

Contractor/Construction Manager: Baxter Construction Company, LLC

Tony D Baxter

Signed

Subscribed and sworn before me this

19th day of November, 2015

Teresa Guzman

Notary Public

NOTARIAL SEAL IOWA
TERESA L GUZMAN
Commission Number 781348
My Commission Expires
November 14, 2016

WAIVER AND RELEASE OF LIEN

PROJECT:	OWNER:	CONTRACTOR/CONSTRUCTION MANAGER:
ELMORE AVENUE EXTENSION I	BAXTER CONSTRUCTION COMPANY	BAXTER CONSTRUCTION COMPANY, LLC

STATE OF IOWA)
) SS:
COUNTY OF LEE)

THE UNDERSIGNED, first being duly sworn and placed under oath does depose and state that the Undersigned has contracted with BAXTER CONSTRUCTION COMPANY ("the Contracting Entity") to provide labor, services, materials, and/or equipment for the Project described as ELMORE AVENUE EXTENSION I.

THE UNDERSIGNED DOES HEREBY WAIVE AND RELEASE ALL BOND CLAIMS, LIENS, OR CLAIMS OR RIGHT OF LIEN, STATUTORY OR OTHERWISE, AGAINST THE PROPERTY, PROJECT, OWNER, CONTRACTOR, AND ANY SURETIES, FOR LABOR, SERVICES, MATERIAL AND/OR EQUIPMENT WITH RESPECT TO THE PROJECT: *(Check either A or B below, whichever is applicable)*

___ A. PROVIDED BY THE UNDERSIGNED TO DATE.

X B. PROVIDED BY THE UNDERSIGNED AT ANY TIME, INCLUDING ANY TIME HEREAFTER.

WAIVER TO DATE: If Subparagraph A, above, is checked, then this waiver and release relates to the entire Amount Paid To Date, identified below, and shall automatically be effective as to the Current Amount Due, identified below, upon the receipt of full payment and final bank clearance of the Current Amount Due.

FINAL LIEN WAIVER: If neither Subparagraph A or B, above, is checked or in the Event Subparagraph B is checked, then this waiver and release constitutes a final lien waiver and the Undersigned represents and warrants that the Current Amount Due, identified below, constitutes all consideration remaining due, and which may ever become due, to the Undersigned with respect to the Project.

CURRENT AMOUNT DUE: By executing this document, the Undersigned hereby represents and warrants that:

1. Current Amount Due: The sum of **$1,383,219.84** (the "Current Amount Due") is currently due and owing to the Undersigned with respect to the Project.

2. Amount Paid To Date: The sum of **8,580,476.07** has been received by the Undersigned as of the date hereof with respect to the Project.

3. Contract Sum: The total amount of the Undersigned's contract, purchase order, or similar agreement, including all approved extra and additional labor, services, materials, and equipment with respect to the Project is **$9,963,695.91.**

4. Balance Due On Contract: The value of the labor and material left to complete the Undersigned's obligations with respect to the Project is **$0.00**.

5. Security Agreements. No chattel mortgages, conditional bills of sale, security agreements, or UCC financing statements have been given or are now outstanding as to any material, appliances, fixtures, or furnishing placed upon or incorporated in the Project.

AUTOMATICALLY EFFECTIVE UPON REMITTANCE OF CURRENT AMOUNT DUE. The remittance of the Current Amount Due and endorsed by the Undersigned marked "Paid" or otherwise canceled by the bank against which said remittance was drawn, shall constitute conclusive proof that said amounts were paid and that payment thereof was received by the Undersigned, and thereupon this waiver and release shall become effective automatically without the requirement of any further act, acknowledgement or receipt on the part of the Undersigned as to all amounts paid to the Undersigned, including the Current Amount Due.

REPRESENTATIONS AND WARRANTIES. All representations and warranties made in this document are made for the benefit of Owner, the Contracting Entity, and Contractor; are true and correct in all respects; and are made to induce Contractor to issue payment to the Undersigned of the Current Amount Due. In the event any of the representations or warranties made herein are incorrect or false, or in the event any lien notice or lien statement or lawsuit is filed with respect to any sub-contractor, materialmen, supplier, vendor, or laborer of the undersigned not being paid in full, then the Undersigned shall fully indemnify and hold Contractor harmless from the same and shall pay all damages incurred or sustained, including reasonable attorney's fees incurred by Contractor with respect thereto.

The Undersigned does hereby certify that he or she is fully authorized and empowered to execute this instrument and to bind the undersigned hereto and does in fact so execute this instrument.

Company: Baxter Construction Company, LLC (the "Undersigned")

By: _____

Tony Baxter, Manager

Subscribed and sworn before me this 19th day of November, 20 15

Notary Public: _____ My commission expires: 11.14.16

NOTARIAL SEAL IOWA
TERESA L GUZMAN
Commission Number 781348
My Commission Expires
November 14, 2016

Line 1

APPLICATION AND CERTIFICATE FOR PAYMENT

(Instructions on reverse side)

TO: (Owner) MMK Inc, 3225 Avenue N, Fort Madison, IA 52627

PROJECT: Elmore Avenue Extension

APPLICATION NO.: 1

Distribution to: OWNER, ARCHITECT, CM

PERIOD TO: FINAL/RETAINAGE

FROM: (SubContractor) Holst Trucking, Inc, 24118 270th Avenue, LeClaire, IA 52753

CM: Baxter Construction Co., LLC

ARCHITECT'S PROJECT NO.: 14-010

ENGINNER: McClure Engineering Associates, Inc, 333 4th Avenue South, Clinton, IA 52732

Contract for: 14010-02S 02-4119 DEMO

Contract Date: 8/1/14

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$60,000.00
2. Net change by Change Orders		$1,090.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)		$61,090.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$61,090.00
5. RETAINAGE:		
a. _10_ % of Completed Work (Column D + E on G703)	$6,000.00	
b. _10_ % of Stored Material (Column F on G703)	$0.00	
Total Retainage (Line 5a + 5b or Total of Column I of G703		$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$61,090.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$54,000.00
8. CURRENT PAYMENT DUE		$7,090.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$0.00

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
Approved Number	Date Approved		
1		$1,090.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
	TOTALS	$1,090.00	$0.00
Net change by Change Orders		$1,090.00	

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

CONTRACTOR:

By: [signature] Date: 7/30/15

State Of Iowa
County Of Scott
Notary Public: Michele J. Lindle
My Commission expires: 7-1-16

MICHELE J. LINDLE
Notarial Seal - IOWA
Commission No. 208358
My Commission Expires 7-1-16

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, informationand belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... _____

Construction Manager

By: _____ Date: _____

Ready to pay. MJR 08.11.15

CONTINUATION SHEET

APPLICATION NUMBER: 1
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

A	B	C	D	E	F.1	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED ON SITE (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH	RETAINAGE 10%
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	Landfill	$15,000.00	$15,000.00			$15,000.00	100.00%	$0.00	$1,500.00
	Tree Removal	$15,000.00	$15,000.00			$15,000.00	100.00%	$0.00	$1,500.00
	equipment	$20,000.00	$20,000.00			$20,000.00	100.00%	$0.00	$2,000.00
	Labor	$10,000.00	$10,000.00			$10,000.00	100.00%	$0.00	$1,000.00
	co 1	$1,090.00		$1,090.00		$1,090.00	100.00%	$0.00	$109.00
		$61,090.00	$60,000.00	$1,090.00	$0.00	$61,090.00	100.00%	$0.00	$6,109.00

Line 2

APPLICATION AND CERTIFICATE FOR PAYMENT

(Instructions on reverse side)

TO: (Owner) MMK Inc
3225 Avenue N
Fort Madison, IA 52627

PROJECT: Elmore Avenue Extension

APPLICATION NO.: 1

Distribution to:
OWNER
ARCHITECT
CM

PERIOD TO: Retainage

FROM: (SubContractor) Active Thermal Concepts
2805 Stonegate Court
Hiawatha, IA 52233

CM: Baxter Construction Co., LLC

ARCHITECT'S PROJECT NO.: 14-010

ENGINNER McClure Engineering Associates, Inc
333 4th Avenue South
Clinton, IA 52732

Contract for: 14010-09S ~ Asbestos Removal

Contract Date: 10/24/2014

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$6,630.00
2. Net change by Change Orders		$0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)		$6,630.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$6,630.00
5. RETAINAGE:		
a. _10_ % of Completed Work (Column D + E on G703)	$663.00	
b. _10__ % of Stored Material (Column F on G703)	$0.00	
Total Retainage (Line 5a + 5b or Total of Column I of G703		$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$6,630.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$5,967.00
8. CURRENT PAYMENT DUE		$663.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$0.00

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

CONTRACTOR:

By: _____ Date: 8/18/15

State Of Iowa
County Of Linn
Notary Public: [signature]
My Commission expires: 6/20/17

AMY J NELSON
Notarial Seal - IOWA
Commission No. 768484
My Commission Expires June 20, 2017

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
Approved			
Number	Date Approved		
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
TOTALS		$0.00	$0.00
Net change by Change Orders		$0.00	

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, informationand belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... _____

Construction Manager

By: _____ Date: _____

CONTINUATION SHEET

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: RETAINAGE

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F.1	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED ON SITE (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH	RETAINAGE 10%
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	LABOR/EQUIPMENT	$6,630.00	$6,630.00	$0.00		$6,630.00	100.00%	$0.00	$0.00
		$6,630.00	$6,630.00	$0.00	$0.00	$6,630.00	100.00%	$0.00	$0.00

Line 3

EnviroNET, Inc.

ENVIRONET INC.
@ One River Place Building
1225 East River Drive #130
Davenport, IA 52803-5752

(563)323-2262x5752
molly@environetmidwest.com
http://www.environetmidwest.com

Invoice

Date	Invoice No.
09/12/2014	14ACM443
Terms	**Due Date**
Net 15	09/27/2014

Bill To

Baxter Construction
3225 Avenue N
Fort Madison, IA 52627

POSTED

Job # 14010
Cost Code 04P
Cost Code 02-8233
Initialed N

Amount Due	Enclosed
$2,400.00	

Please detach top portion and return with your payment

P.O. Number	Sales Rep
Contract 8-15-2014 JLW/MAN 140095.3	

Activity	Amount
Charges	
• EnviroNET to performed an inspection for Asbestos Containing Materials (ACM) consistent with National Emission Standards for Hazardous Air Pollutants (NESHAPs) requirements, applicable to commercial and industrial properties for the proposed Rhythm City site (farmstead) located at 3130 Veterans Memorial Parkway in Davenport, IA. The survey identified suspect ACM, the locations of ACM, and quantities & conditions of same with maps, lab reports, certifications and recommendations.	2,800.00
All work is complete. An electronic copy of the report was delivered 9/11/2014	
• Credit on account due to absence of one of the several buildings anticipated to be included in the inspection.	-400.00
Total	$2,400.00

Thank you for choosing EnviroNET! We appreciate your business.

We accept Credit Cards

molly@environetmidwest.com

EIN # 42-1495715

Line 5

APPLICATION AND CERTIFICATE FOR PAYMENT

(Instructions on reverse side)

TO: (Owner) Baxter Construction Co., LLC, 3225 Avenue N, Fort Madison, IA 52627

PROJECT: Elmore Avenue Extension PHASE 1

APPLICATION NO.: 8

PERIOD TO: 11/5/2015

Distribution to: OWNER, ARCHITECT, CM

FROM: (SubContractor) CJ Monya & Sons Construction, Inc, 24412 Hwy 13, Elkader, IA 52043

CM:

ARCHITECT'S PROJECT NO.: 14-010

ENGINNER: McClure Engineering Associates, Inc, 333 4th Avenue South, Clinton, IA 52732

Contract for: *14010-04S PHS 1 Grading*

Contract Date: 10/10/2014

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$2,415,893.00
2. Net change by Change Orders		$434,411.39
3. CONTRACT SUM TO DATE (Line 1 +/- 2)		$ 2,850,304.39
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$2,850,304.39
5. RETAINAGE:		
a. _10_ % of Completed Work (Column D + E on G703)	$0.00	
b. _10__ % of Stored Material (Column F on G703)	$0.00	
Total Retainage (Line 5a + 5b or Total of Column I of G703)		$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$2,850,304.39
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$2,562,573.95
8. CURRENT PAYMENT DUE		$287,730.44
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$0.00

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

CONTRACTOR:

By: _____ Date: 11/5/15

State Of Iowa
County Of Clayton
Notary Public: Jamie M Swem
My Commission expires: 2/13/16

$2,542,794.30

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
Approved			
Number	Date Approved		
1-4		$344,783.00	$0.00
5	8/6/2015	$114,434.39	$0.00
6	8/11/2015		$24,806.00
			$0.00
	TOTALS	$459,217.39	$24,806.00
Net change by Change Orders		$434,411.39	

$2,082,174.30

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, informationand belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... _____

Construction Manager

By: _____ Date: _____

2/13/16

CONTINUATION SHEET

APPLICATION NUMBER: 8
APPLICATION DATE: 11/5/2015
PERIOD TO: 11/5/2015
ARCHITECT'S PROJECT NO:

Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

A	B	C	D	E	F.1	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED ON SITE (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH	RETAINAGE 10%
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	Erosion Control	$92,000.00	$89,000.00	$3,000.00		$92,000.00	100.00%	$0.00	$9,200.00
2	Earth Excavation	$2,098,852.00	$2,098,852.00			$2,098,852.00	100.00%	$0.00	$209,885.20
3	Subbase	$225,041.00	$225,041.00			$225,041.00	100.00%	$0.00	$22,504.10
CO1	Temp Trailer Access Rd.	$13,492.00	$13,492.00			$13,492.00	100.00%	$0.00	$1,349.20
CO2	Off-Site Grading Work	$219,375.00	$219,375.00			$219,375.00	100.00%	$0.00	$21,937.50
CO3	Soil Stabilization (South End)	$87,110.00	$87,110.00			$87,110.00	100.00%	$0.00	$8,711.00
CO4	Seeding From Phase II	$24,806.00	$24,806.00			$24,806.00	100.00%	$0.00	$2,480.60
CO5	Soil Stabilization -STA 217-226+00	$114,434.39	$114,434.39			$114,434.39	100.00%	$0.00	$11,443.44
CO6	Seeding back to Phase II	($24,806.00)	($24,806.00)			($24,806.00)	100.00%	$0.00	($2,480.60)
		$2,850,304.39	$2,847,304.39	$3,000.00	$0.00	$2,850,304.39	100.00%	$0.00	$285,030.44

Line 6

BAXTER
CONSTRUCTION CO LLC
3225 AVENUE N FORT MADISON, IOWA 52627

PURCHASE ORDER

PO Number: 14010-03P
Commit Date: 09/29/2014
Delivery Date:

To QUICK FIX AUTO, LLC
2736 EAGLE HEIGHTS COURT
BETTENDORF, IA 52722

Job: 14-010 ELMORE AVENUE EXTENSION

Deliver to ELMORE AVENUE EXTENSION

OWNER: BAXTER CONSTRUCTION CO, LLC
3225 AVE N
FORT MADISON, IA 52627

Description: LAND ACCESS & USE

DIRECTIVE: All State and Local taxes will be paid by the supplier. Please insert Iowa Sales Tax ID # : _____

Provide unrestricted access and use of land adjacent to the Elmore Drive Extension and all soil material as required for the construction of the Elmore Drive Street extension within the ROW and easements. All work to be completed as designed by McClure Engineering. Earthwork activities will take place on lots 1,4, and 5 as shown in McClure Engineering Subdivision River 80 Plat dated 8-22-14 and on lot 3 of Jersey Farms Commercial 1st Addition –Copies Attached. Topsoil in areas to be graded to be stripped and stockpiled in two locations. Topsoil needs for Rhythm City Casino site and ROW shall be re-spread. All other topsoil shall remain stockpiled and re-spread or disposed of by others.

Ordered By	Delivery Date	Ship Via	F.O.B.	Terms
SL				

Job	Cost Code	Cat	Description	Quantity	Rate	Amount Including Tax	Tax
14-010	31-2300	S	Excavation & Fill	1.00	250,000.00	250,000.00	

Total: $250,000.00

A 48 hour confirmed delivery notice is required. Material subject to return without a re-stock fee. All prices and quantities shall not change without prior approval from the Owner. Any amount above the Purchase Order will not be paid if prior approval from the Owner was not approved. Please send MSDS data with delivered materials. Please sign Purchase Order and return original to: Baxter Construction Company, LLC, 3225 Avenue N, Fort Madison, IA 52627. Material will not be acknowledged received without a signed Purchase Order. By signing this Purchase Order, you agree to all outlined conditions and have compared your quote to this Purchase Order for accuracy of ordering and agree to all of the attached terms and conditions. All attached terms and conditions are incorporated herein by this reference.

TONY BAXTER, MANAGER

Date: 6-11-15

By Quick Auto LLC. Mgr

Date: 06/11/15

APPLICATION AND CERTIFICATE FOR PAYMENT

(Instructions on reverse side) Lines 7 + 8

TO (Owner)	MMK Inc 3225 Avenue N Fort Madison, IA 52627	PROJECT:	Elmore Avenue Extension	APPLICATION NO.:	8	Distribution to: OWNER ARCHITECT CM
				PERIOD TO:	10/31/2015	
FROM:	Soil-Tek	CM:	Baxter Construction Co., LLC	ARCHITECT'S PROJECT NO.:	14-010	
		ENGINNER	McClure Engineering Associates, Inc 333 4th Avenue South Clinton, IA 52732			
Contract for:	14010-06S ~ SWPPP & Landscaping			Contract Date:		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$40,602.00
2. Net change by Change Orders		$57,032.90
3. CONTRACT SUM TO DATE (Line 1 +/- 2)		$97,634.90
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$30,750.00
5. RETAINAGE:		
a. _10_ % of Completed Work (Column D + E on G703)	$3,075.00	
b. _10__ % of Stored Material (Column F on G703)	$0.00	
Total Retainage (Line 5a + 5b or Total of Column I of G703		$3,075.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$27,675.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$3,847.50
8. CURRENT PAYMENT DUE		$23,827.50
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$69,959.90

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
Approved			
Number	Date Approved		
1	5/7/2015	$3,062.50	$0.00
2	10/1/2015	$50,050.00	$0.00
3	11/6/2015	$3,920.40	$0.00
		$0.00	$0.00
	TOTALS	$57,032.90	$0.00
Net change by Change Orders		$57,032.90	

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

CONTRACTOR: Truelsen Blumenthal LLC dba Soil-Tek

By: _____ Date: ___ 11/17/2015

State Of Iowa
County Of Polk
Notary Public: Sherri S. Landsberger
My Commission expires:

SHERRI S. LANDSBERGER
Commission Number 703940
My Commission Expires
July 3, 2018

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, informationand belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... _____

Construction Manager

By: _____ Date: _____

CONTINUATION SHEET

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 1
APPLICATION DATE:
PERIOD TO: 10/31/2015
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F.1	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED ON SITE (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH	RETAINAGE 10%
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	General Conditions					$0.00	0.00%	$0.00	$0.00
	Bond					$0.00	0.00%	$0.00	$0.00
	Mobilization					$0.00	0.00%	$0.00	$0.00
SWPPP	- materials					$0.00	0.00%	$0.00	$0.00
	equipment					$0.00	0.00%	$0.00	$0.00
	labor	$4,750.00	$4,275.00	$475.00		$4,750.00	100.00%	$0.00	$475.00
Landscaping	- materials	$35,852.00		$26,000.00		$26,000.00	72.52%	$9,852.00	$2,600.00
	equipment					$0.00	0.00%	$0.00	$0.00
	labor					$0.00	0.00%	$0.00	$0.00
CO1	- materials	$3,062.50				$0.00	0.00%	$3,062.50	$0.00
Landscaping	equipment					$0.00	0.00%	$0.00	$0.00
	labor					$0.00	0.00%	$0.00	$0.00
CO2	- materials	$50,050.00				$0.00	0.00%	$50,050.00	$0.00
Landscaping	equipment					$0.00	0.00%	$0.00	$0.00
	labor					$0.00	0.00%	$0.00	$0.00
CO3	- materials	$3,920.40							
Landscaping	equipment								
	labor								
		$97,634.90	$4,275.00	$26,475.00	$0.00	$30,750.00	31.49%	$62,964.50	$3,075.00

APPLICATION AND CERTIFICATE FOR PAYMENT

(Instructions on reverse side)

TO (Owner)	MMK Inc 3225 Avenue N Fort Madison, IA 52627	PROJECT:	Elmore Avenue Extension	APPLICATION NO.:	9	Distribution to: OWNER ARCHITECT CM
				PERIOD TO:	11/30/2015	
FROM:	Soil-Tek	CM:	Baxter Construction Co., LLC	ARCHITECT'S PROJECT NO.:	14-010	
		ENGINNER	McClure Engineering Associates, Inc 333 4th Avenue South Clinton, IA 52732			
Contract for:	14010-06S – SWPPP & Landscaping			Contract Date:		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$40,602.00
2. Net change by Change Orders		$57,032.90
3. CONTRACT SUM TO DATE (Line 1 +/- 2)		$97,634.90
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$97,634.90
5. RETAINAGE:		
a. _10_ % of Completed Work (Column D + E on G703)	$9,763.49	
b. _10__ % of Stored Material (Column F on G703)	$0.00	
Total Retainage (Line 5a + 5b or Total of Column I of G703		$9,763.49
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$87,871.41
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$27,675.00
8. CURRENT PAYMENT DUE		$60,196.41
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$9,763.49

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
Approved			
Number	Date Approved		
1	5/7/2015	$3,062.50	$0.00
2	10/1/2015	$50,050.00	$0.00
3	11/6/2015	$3,920.40	$0.00
		$0.00	$0.00
	TOTALS	$57,032.90	$0.00
Net change by Change Orders		$57,032.90	

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

CONTRACTOR: Truelsen Blumenthal LLC dba Soil-Tek

By: _____ Date: 11/20/2015

State Of Iowa
County Of Polk
Notary Public: _____
My Commission expires:

SHERRI S. LANDSBERGER
Commission Number 703940
My Commission Expires
July 3, 2018

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, informationand belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... _____

Construction Manager

By: _____ Date: _____

CONTINUATION SHEET

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 9
APPLICATION DATE:
PERIOD TO: 11/30/2015
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F.1	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED ON SITE (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH	RETAINAGE 10%
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	General Conditions					$0.00	0.00%	$0.00	$0.00
	Bond					$0.00	0.00%	$0.00	$0.00
	Mobilization					$0.00	0.00%	$0.00	$0.00
SWPPP	- materials					$0.00	0.00%	$0.00	$0.00
	equipment					$0.00	0.00%	$0.00	$0.00
	labor	$4,750.00	$4,750.00			$4,750.00	100.00%	$0.00	$475.00
Landscaping	- materials	$35,852.00	$26,000.00	$9,852.00		$35,852.00	100.00%	$0.00	$3,585.20
	equipment					$0.00	0.00%	$0.00	$0.00
	labor					$0.00	0.00%	$0.00	$0.00
CO1	- materials	$3,062.50		$3,062.50		$3,062.50	100.00%	$0.00	$306.25
Landscaping	equipment					$0.00	0.00%	$0.00	$0.00
	labor					$0.00	0.00%	$0.00	$0.00
CO2	- materials	$50,050.00		$50,050.00		$50,050.00	100.00%	$0.00	$5,005.00
Landscaping	equipment					$0.00	0.00%	$0.00	$0.00
	labor					$0.00	0.00%	$0.00	$0.00
CO3	- materials	$3,920.40		$3,920.40		$3,920.40	100.00%	$0.00	$392.04
Landscaping	equipment					$0.00	0.00%	$0.00	$0.00
	labor					$0.00	0.00%	$0.00	$0.00
		$97,634.90	$30,750.00	$66,884.90	$0.00	$97,634.90	100.00%	$0.00	$9,763.49

APPLICATION AND CERTIFICATE FOR PAYMENT

(Instructions on reverse side)

TO: (Owner) MMK Inc
3225 Avenue N
Fort Madison, IA 52627

PROJECT: Elmore Avenue Extension

APPLICATION NO.: 10

Distribution to:
OWNER
ARCHITECT
CM

PERIOD TO: 11/30/2015

FROM: Soil-Tek

CM: Baxter Construction Co., LLC

ARCHITECT'S PROJECT NO.: 14-010

ENGINNER McClure Engineering Associates, Inc
333 4th Avenue South
Clinton, IA 52732

Contract for: 14010-06S – SWPPP & Landscaping

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$40,602.00
2. Net change by Change Orders		$57,032.90
3. CONTRACT SUM TO DATE (Line 1 +/- 2)		$97,634.90
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$97,634.90
5. RETAINAGE:		
a. _0_ % of Completed Work (Column D + E on G703)	$0.00	
b. _10__ % of Stored Material (Column F on G703)	$0.00	
Total Retainage (Line 5a + 5b or Total of Column I of G703		$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$97,634.90
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$87,871.41
8. CURRENT PAYMENT DUE		$9,763.49
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$0.00

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
Approved			
Number	Date Approved		
1	5/7/2015	$3,062.50	$0.00
2	10/1/2015	$50,050.00	$0.00
3	11/6/2015	$3,920.40	$0.00
		$0.00	$0.00
	TOTALS	$57,032.90	$0.00
Net change by Change Orders		$57,032.90	

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

CONTRACTOR: TruelsenBlumenthal LLC dba Soil-Tek

By: _____ Date: ___ 11/20/2015

State Of Iowa
County Of Polk
Notary Public:
My Commission expires:

SHERRI S. LANDSBERGER
Commission Number 703940
My Commission Expires
July 3, 2018

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, informationand belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... _____

Construction Manager

By: _____ Date: _____

CONTINUATION SHEET

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 10
APPLICATION DATE:
PERIOD TO: 11/30/2015
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F.1	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED ON SITE (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH	RETAINAGE 10%
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	General Conditions					$0.00	0.00%	$0.00	$0.00
	Bond					$0.00	0.00%	$0.00	$0.00
	Mobilization					$0.00	0.00%	$0.00	$0.00
SWPPP	- materials					$0.00	0.00%	$0.00	$0.00
	equipment					$0.00	0.00%	$0.00	$0.00
	labor	$4,750.00	$4,750.00			$4,750.00	100.00%	$0.00	$475.00
Landscaping	- materials	$35,852.00	$35,852.00			$35,852.00	100.00%	$0.00	$3,585.20
	equipment					$0.00	0.00%	$0.00	$0.00
	labor					$0.00	0.00%	$0.00	$0.00
CO1	- materials	$3,062.50	$3,062.50			$3,062.50	100.00%	$0.00	$306.25
Landscaping	equipment					$0.00	0.00%	$0.00	$0.00
	labor					$0.00	0.00%	$0.00	$0.00
CO2	- materials	$50,050.00	$50,050.00			$50,050.00	100.00%	$0.00	$5,005.00
Landscaping	equipment					$0.00	0.00%	$0.00	$0.00
	labor					$0.00	0.00%	$0.00	$0.00
CO3	- materials	$3,920.40	$3,920.40			$3,920.40	100.00%	$0.00	$392.04
Landscaping	equipment					$0.00	0.00%	$0.00	$0.00
	labor					$0.00	0.00%	$0.00	$0.00
		$97,634.90	$97,634.90	$0.00	$0.00	$97,634.90	100.00%	$0.00	$9,763.49

Lines 9 + 10

APPLICATION AND CERTIFICATE FOR PAYMENT

(Instructions on reverse side)

TO (Owner): Baxter Construction Co , LLC, 3225 Avenue N, Fort Madison, IA 52627

PROJECT: Elmore Avenue Extension

APPLICATION NO: 7

Distribution to: OWNER, ARCHITECT, CM

PERIOD TO: 11/6/2015

FROM (SubContractor): McCarthy Improvement, 5401 Victoria Avenue, Davenport, IA 52807

ENGINNER: McClure Engineering Associates, Inc, 333 4th Avenue South, Clinton, IA 52732

PROJECT NO: 14-010

Contract for: 14010-10S

Contract Date: 12/12/2014

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$4,413,940 00
2. Net change by Change Orders		$43,712 63
3. CONTRACT SUM TO DATE (Line 1 +/- 2)		$4,457,652 63
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$4 457,652 63
5. RETAINAGE:		
a 10 % of Completed Work (Column D + E on G703)	$299 440.00	
b 10 % of Stored Material (Column F on G703)	$0.00	
Total Retainage (Line 5a + 5b or Total of Column I of G703)		$299 440.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$4 158,212 62
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$4,046,974 65
8. CURRENT PAYMENT DUE		$111 237.97
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$299 440.01

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
Approved			
Number	Date Approved		
CO 1	5/19/2015	$71 640.88	$0 00
CO 2	6/24/2015	$0 00	$21 000 00
CO 3	6/24/2015	$978 00	$0 00
CO4	10/2/2015	$8 445 00	$0 00
CO5			$16,351 25
	TOTALS	$81 063.88	$37 351.25
Net change by Change Orders		$43 712 63	

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

CONTRACTOR:

By: Erica Kauer Date: 11-4-15

State Of: Iowa
County Of: Scott
Notary Public: Lesley A Lund
My Commission expires: August 11, 2017

NOTARIAL SEAL IOWA
LESLEY A. LUND
Commission Number 785505
My Commission Expires
August 11, 2017

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, informationand belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: _____

Construction Manager

By: _____ Date: _____

CONTINUATION SHEET

Contractor's signed Certification is attached

In tabulations below, amounts are stated to the nearest dollar
Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NUMBER: 1

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F 1	G		H	I
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED ON SITE (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH	RETAINAGE 10%
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	General Conditions	$0.00				$0.00	0.00%	$0.00	$0.00
	Bond	$25,000.00	$25,000.00			$25,000.00	100.00%	$0.00	$2,500.00
	Mobilization	$252,627.50	$250,000.00	$2,627.50		$252,627.50	100.00%	$0.00	$25,262.75
Phase I - 1	materials - P.C.C. PAVEMENT, 10"	$772,250.00	$772,250.00	$0.00		$772,250.00	100.00%	$0.00	$77,225.00
Phase I - 1	equipment - P.C.C. PAVEMENT, 10"	$67,000.00	$67,000.00	$0.00		$67,000.00	100.00%	$0.00	$6,700.00
Phase I - 1	labor - P.C.C. PAVEMENT, 10"	$498,084.00	$498,084.00	$0.00		$498,084.00	100.00%	$0.00	$49,808.40
Phase I - 2	materials -P.C.C. MEDIAN, 6"	$13,000.00		$13,000.00		$13,000.00	100.00%	$0.00	$1,300.00
Phase I - 2	equipment - P.C.C. MEDIAN, 6"	$1,025.00		$1,025.00		$1,025.00	100.00%	$0.00	$102.50
Phase I - 2	labor -P.C.C. MEDIAN, 6"	$17,975.00		$17,975.00		$17,975.00	100.00%	$0.00	$1,797.50
Phase I - 3	materials - P.C.C. RECREATIONAL TRAIL, 6"	$33,111.22		$33,111.22		$33,111.22	100.00%	$0.00	$3,311.12
Phase I - 3	equipment - P.C.C. RECREATIONAL TRAIL, 6"	$6,634.14		$6,634.14		$6,634.14	100.00%	$0.00	$663.41
Phase I - 3	labor - P.C.C. RECREATIONAL TRAIL, 6"	$23,858.36		$23,858.36		$23,858.36	100.00%	$0.00	$2,385.84
Phase I - 4	materials - P.C.C. SIDEWALK, 4"	$38,481.95		$38,481.95		$38,481.95	100.00%	$0.00	$3,848.20
Phase I - 4	equipment - P.C.C. SIDEWALK, 4"	$9,755.30		$9,755.30		$9,755.30	100.00%	$0.00	$975.53
Phase I - 4	labor - P.C.C. SIDEWALK, 4"	$94,202.77		$94,202.77		$94,202.77	100.00%	$0.00	$9,420.28
Phase I - 5	materials - DETACTABLE WARNING PANEL	$2,650.00		$2,650.00		$2,650.00	100.00%	$0.00	$265.00
Phase I - 5	equipment - DETACTABLE WARNING PANEL	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 5	labor - DETACTABLE WARNING PANEL	$3,542.00		$3,542.00		$3,542.00	100.00%	$0.00	$354.20
Phase I - 6	materials - GRANULAR SURFACE COURSE, 8" - SHOULDER STONE	$375.00		$375.00		$375.00	100.00%	$0.00	$37.50
Phase I - 6	equipment - GRANULAR SURFACE COURSE, 8" - SHOULDER STONE	$105.00		$105.00		$105.00	100.00%	$0.00	$10.50
Phase I - 6	labor - GRANULAR SURFACE COURSE, 8" - SHOULDER STONE	$888.00		$888.00		$888.00	100.00%	$0.00	$88.80
Phase I - 7	materials - GRANULAR SURFACE COURSE, 12" - TEMP ROAD	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 7	equipment - GRANULAR SURFACE COURSE, 12" - TEMP ROAD	$0.00				$0.00	0.00%	$0.00	$0.00

Phase I - 7	labor - GRANULAR SURFACE COURSE, 12" - TEMP ROAD	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 8	materials - PAINT PAVEMENT MARKING, 4" BROKEN LANE LINE	$384.00		$384.00		$384.00	100.00%	$0.00	$38.40
Phase I - 8	equipment - PAINT PAVEMENT MARKING, 4" BROKEN LANE LINE	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 8	labor - PAINT PAVEMENT MARKING, 4" BROKEN LANE LINE	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 9	materials - PAINT PAVEMENT MARKING, 4" SOLID LANE LINE	$917.50		$917.50		$917.50	100.00%	$0.00	$91.75
Phase I - 9	equipment - PAINT PAVEMENT MARKING, 4" SOLID LANE LINE	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 9	labor - PAINT PAVEMENT MARKING, 4" SOLID LANE LINE	$0.00				$0.00	0.00%	$0.00	$0.00
		$1,861,866.74	$1,612,334.00	$249,532.74	$0.00	$1,861,866.74	100.00%	$0.00	$186,186.67

CONTINUATION SHEET

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 1

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F 1	G		H	I
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED: THIS PERIOD	MATERIALS PRESENTLY STORED ON SITE (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH	RETAINAGE 10%
Phase I - 10	materials - PAINT PAVEMENT MARKING, 4" EDGE LINE	$5,060.00		$5,060.00		$5,060.00	100.00%	$0.00	$506.00
Phase I - 10	equipment - PAINT PAVEMENT MARKING, 4" EDGE LINE	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 10	labor - PAINT PAVEMENT MARKING, 4" EDGE LINE	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 11	materials - PAINT PAVEMENT MARKING, 6" CROSSWALK LINE	$576.00		$576.00		$576.00	100.00%	$0.00	$57.60
Phase I - 11	equipment - PAINT PAVEMENT MARKING, 6" CROSSWALK LINE	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 11	labor - PAINT PAVEMENT MARKING, 6" CROSSWALK LINE	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 12	materials - PAINT PAVEMENT MARKING, 24" STOP LINE	$192.00		$192.00		$192.00	100.00%	$0.00	$19.20
Phase I - 12	equipment - PAINT PAVEMENT MARKING, 24" STOP LINE	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 12	labor - PAINT PAVEMENT MARKING, 24" STOP LINE	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 13	materials - PAINT PAVEMENT MARKING, "ARROW" SYMBOL	$2,400.00		$2,400.00		$2,400.00	100.00%	$0.00	$240.00
Phase I - 13	equipment - PAINT PAVEMENT MARKING, "ARROW" SYMBOL	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 13	labor - PAINT PAVEMENT MARKING, "ARROW" SYMBOL	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 14	materials - PAINT PAVEMENT MARKING, "ONLY" LEGEND	$1,800.00		$1,800.00		$1,800.00	100.00%	$0.00	$180.00
Phase I - 14	equipment - PAINT PAVEMENT MARKING, "ONLY" LEGEND	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 14	labor - PAINT PAVEMENT MARKING, "ONLY" LEGEND	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 15	materials - STOP SIGN & METAL POST	$1,200.00		$1,200.00		$1,200.00	100.00%	$0.00	$120.00
Phase I - 15	equipment - STOP SIGN & METAL POST	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 15	labor - STOP SIGN & METAL POST	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 17	materials - BIO-CELL EXCAV	$0.00				$0.00	0.00%	$0.00	$0.00

Phase I - 17	equipment - BIO-CELL EXCAV	$150.00		$150.00		$150.00	100.00%	$0.00	$15.00
Phase I - 17	labor - BIO-CELL EXCAV	$15,195.00		$15,195.00		$15,195.00	100.00%	$0.00	$1,519.50
Phase I - 18	materials - STORM SEWER, R.C.P., 12"	$3,150.00	$3,150.00			$3,150.00	100.00%	$0.00	$315.00
Phase I - 18	equipment -STORM SEWER, R.C.P., 12"	$1,125.00	$1,125.00			$1,125.00	100.00%	$0.00	$112.50
Phase I - 18	labor - STORM SEWER, R.C.P., 12"	$5,175.00	$5,175.00			$5,175.00	100.00%	$0.00	$517.50
Phase I - 19	materials - STORM SEWER, R.C.P., 15"	$3,500.00	$3,500.00			$3,500.00	100.00%	$0.00	$350.00
Phase I - 19	equipment - STORM SEWER, R.C.P., 15"	$900.00	$900.00			$900.00	100.00%	$0.00	$90.00
Phase I - 19	labor - STORM SEWER, R.C.P., 15"	$7,126.00	$7,126.00			$7,126.00	100.00%	$0.00	$712.60
Phase I - 20	materials -STORM SEWER, R.C.P., 18"	$11,750.00	$11,750.00			$11,750.00	100.00%	$0.00	$1,175.00
Phase I - 20	equipment -STORM SEWER, R.C.P., 18"	$3,100.00	$3,100.00			$3,100.00	100.00%	$0.00	$310.00
Phase I - 20	labor -STORM SEWER, R.C.P., 18"	$17,227.50	$17,227.50			$17,227.50	100.00%	$0.00	$1,722.75
		$79,626.50	$53,053.50	$26,573.00	$0.00	$79,626.50	100.00%	$0.00	$7,962.65
			$1,665,387.50	$276,105.74		$1,941,493.24			
		$4,457,652.63							

CONTINUATION SHEET

Contractor's signed Certification is attached

In tabulations below, amounts are stated to the nearest dollar.
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			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
Phase I - 21	materials - STORM SEWER, R.C.P., 21"	$5,130.00	$5,130.00			$5,130.00	100.00%	$0.00	$513.00
Phase I - 21	equipment - STORM SEWER, R.C.P., 21"	$1,130.00	$1,130.00			$1,130.00	100.00%	$0.00	$113.00
Phase I - 21	labor - STORM SEWER, R.C.P., 21"	$5,514.00	$5,514.00			$5,514.00	100.00%	$0.00	$551.40
Phase I - 22	materials - STORM SEWER, R.C.P., 24"	$4,225.00	$4,225.00			$4,225.00	100.00%	$0.00	$422.50
Phase I - 22	equipment - STORM SEWER, R.C.P., 24"	$750.00	$750.00			$750.00	100.00%	$0.00	$75.00
Phase I - 22	labor - STORM SEWER, R.C.P., 24"	$2,370.00	$2,370.00			$2,370.00	100.00%	$0.00	$237.00
Phase I - 23	materials - STORM SEWER, R.C.P., 30"	$32,050.00	$32,050.00			$32,050.00	100.00%	$0.00	$3,205.00
Phase I - 23	equipment - STORM SEWER, R.C.P., 30"	$3,762.50	$3,762.50			$3,762.50	100.00%	$0.00	$376.25
Phase I - 23	labor - STORM SEWER, R.C.P., 30"	$24,949.50	$24,949.50			$24,949.50	100.00%	$0.00	$2,494.95
Phase I - 24	materials - STORM SEWER, R.C.P., 36"	$16,500.00	$16,500.00			$16,500.00	100.00%	$0.00	$1,650.00
Phase I - 24	equipment - STORM SEWER, R.C.P., 36"	$2,100.00	$2,100.00			$2,100.00	100.00%	$0.00	$210.00
Phase I - 24	labor - STORM SEWER, R.C.P., 36"	$13,530.00	$13,530.00			$13,530.00	100.00%	$0.00	$1,353.00
Phase I - 25	materials - STORM SEWER, R.C.P., 42"	$25,500.00	$25,500.00	$0.00		$25,500.00	100.00%	$0.00	$2,550.00
Phase I - 25	equipment - STORM SEWER, R.C.P., 42"	$2,525.00	$2,525.00	$0.00		$2,525.00	100.00%	$0.00	$252.50
Phase I - 25	labor - STORM SEWER, R.C.P., 42"	$16,225.00	$16,225.00	$0.00		$16,225.00	100.00%	$0.00	$1,622.50
Phase I - 26	materials - STORM SEWER, R.C.P., 48"	$122,800.00	$122,800.00	$0.00		$122,800.00	100.00%	$0.00	$12,280.00
Phase I - 26	equipment - STORM SEWER, R.C.P., 48"	$11,000.00	$11,000.00	$0.00		$11,000.00	100.00%	$0.00	$1,100.00
Phase I - 26	labor - STORM SEWER, R.C.P., 48"	$75,000.00	$75,000.00	$0.00		$75,000.00	100.00%	$0.00	$7,500.00
Phase I - 27	materials - STORM SEWER, P.V.C., 60"	$110,600.00	$110,600.00	$0.00		$110,600.00	100.00%	$0.00	$11,060.00
Phase I - 27	equipment - STORM SEWER, P.V.C., 60"	$10,600.00	$10,600.00	$0.00		$10,600.00	100.00%	$0.00	$1,060.00
Phase I - 27	labor - STORM SEWER, P.V.C., 60"	$92,650.00	$92,650.00	$0.00		$92,650.00	100.00%	$0.00	$9,265.00
Phase I - 28	materials - PRECAST CONCRETE FLARED END SECTION, 18"	$460.00		$460.00		$460.00	100.00%	$0.00	$46.00
Phase I - 28	equipment - PRECAST CONCRETE FLARED END SECTION, 18"	$75.00		$75.00		$75.00	100.00%	$0.00	$7.50
Phase I - 28	labor - PRECAST CONCRETE FLARED END SECTION, 18"	$515.00		$515.00		$515.00	100.00%	$0.00	$51.50
Phase I - 29	materials - PIPE CULVET, C.M.P., 18"	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 29	equipment - PIPE CULVET, C.M.P., 18"	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 29	labor - PIPE CULVET, C.M.P., 18"	$0.00				$0.00	0.00%	$0.00	$0.00

Phase I - 30	materials - METAL END SECTION, 18"	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 30	equipment - METAL END SECTION, 18"	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 30	labor - METAL END SECTION, 18"	$0.00				$0.00	0.00%	$0.00	$0.00
		$579,961.00	$578,911.00	$1,050.00	$0.00	$579,961.00	100.00%	$0.00	$57,996.10
			$2,244,298.50	$277,155.74		$2,521,454.24			

CONTINUATION SHEET

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar
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ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED ON SITE (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH	RETAINAGE 10%
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
Phase I - 31	materials - METAL END SECTION, 60"	$1,200.00	$1,200.00	$0.00		$1,200.00	100.00%	$0.00	$120.00
Phase I - 31	equipment - METAL END SECTION, 60"	$150.00	$150.00	$0.00		$150.00	100.00%	$0.00	$15.00
Phase I - 31	labor - METAL END SECTION, 60"	$1,150.00	$1,150.00	$0.00		$1,150.00	100.00%	$0.00	$115.00
Phase I - 32	materials - STORM SEWER MANHOLE, TYPE SW-401, 5' DIA.	$31,700.00	$31,700.00	$0.00		$31,700.00	100.00%	$0.00	$3,170.00
Phase I - 32	equipment - STORM SEWER MANHOLE, TYPE SW-401, 5' DIA.	$4,000.00	$4,000.00	$0.00		$4,000.00	100.00%	$0.00	$400.00
Phase I - 32	labor - STORM SEWER MANHOLE, TYPE SW-401, 5' DIA.	$19,300.00	$19,300.00	$0.00		$19,300.00	100.00%	$0.00	$1,930.00
Phase I - 33	materials - STORM SEWER MANHOLE, TYPE SW-401, 6' DIA.	$10,100.00	$10,100.00	$0.00		$10,100.00	100.00%	$0.00	$1,010.00
Phase I - 33	equipment - STORM SEWER MANHOLE, TYPE SW-401, 6' DIA.	$1,250.00	$1,250.00	$0.00		$1,250.00	100.00%	$0.00	$125.00
Phase I - 33	labor - STORM SEWER MANHOLE, TYPE SW-401, 6' DIA.	$8,150.00	$8,150.00	$0.00		$8,150.00	100.00%	$0.00	$815.00
Phase I - 34	materials - STORM SEWER MANHOLE, TYPE SW-401, 7' DIA.	$21,250.00	$21,250.00	$0.00		$21,250.00	100.00%	$0.00	$2,125.00
Phase I - 34	equipment - STORM SEWER MANHOLE, TYPE SW-401, 7' DIA.	$2,525.00	$2,525.00	$0.00		$2,525.00	100.00%	$0.00	$252.50
Phase I - 34	labor - STORM SEWER MANHOLE, TYPE SW-401, 7' DIA.	$16,225.00	$16,225.00	$0.00		$16,225.00	100.00%	$0.00	$1,622.50
Phase I - 35	materials - STORM SEWER MANHOLE, TYPE SW-401, 8' DIA.	$13,500.00	$13,500.00	$0.00		$13,500.00	100.00%	$0.00	$1,350.00
Phase I - 35	equipment - STORM SEWER MANHOLE, TYPE SW-401, 8' DIA.	$6,190.00	$6,190.00	$0.00		$6,190.00	100.00%	$0.00	$619.00
Phase I - 35	labor - STORM SEWER MANHOLE, TYPE SW-401, 8' DIA.	$9,310.00	$9,310.00	$0.00		$9,310.00	100.00%	$0.00	$931.00
Phase I - 36	materials - STORM SEWER MANHOLE, TYPE SW-401, 9' DIA.	$8,525.00	$8,525.00	$0.00		$8,525.00	100.00%	$0.00	$852.50
Phase I - 36	equipment - STORM SEWER MANHOLE, TYPE SW-401, 9' DIA.	$3,870.00	$3,870.00	$0.00		$3,870.00	100.00%	$0.00	$387.00
Phase I - 36	labor - STORM SEWER MANHOLE, TYPE SW-401, 9' DIA.	$7,605.00	$7,605.00	$0.00		$7,605.00	100.00%	$0.00	$760.50

Phase I - 37	materials - SINGLE GRATE INTAKE, TYPE SW-501	$8,450.00	$7,041.67	$1,408.33		$8,450.00	100.00%	$0.00	$845.00
Phase I - 37	equipment - SINGLE GRATE INTAKE, TYPE SW-501	$1,360.00	$1,133.33	$226.67		$1,360.00	100.00%	$0.00	$136.00
Phase I - 37	labor - SINGLE GRATE INTAKE, TYPE SW-501	$11,190.00	$9,325.00	$1,865.00		$11,190.00	100.00%	$0.00	$1,119.00
Phase I - 38	materials - SINGLE OPEN-THROAT CURB INTAKE, TYPE SW-508	$13,650.00	$11,700.00	$1,950.00		$13,650.00	100.00%	$0.00	$1,365.00
Phase I - 38	equipment - SINGLE OPEN-THROAT CURB INTAKE, TYPE SW-508	$2,190.00	$2,190.00	$0.00		$2,190.00	100.00%	$0.00	$219.00
Phase I - 38	labor - SINGLE OPEN-THROAT CURB INTAKE, TYPE SW-508	$24,160.00	$20,708.57	$3,451.43		$24,160.00	100.00%	$0.00	$2,416.00
Phase I - 39	materials - DOUBLE OPEN-THROAT INTAKE, TYPE SW-510	$20,000.00	$17,777.78	$2,222.22		$20,000.00	100.00%	$0.00	$2,000.00
Phase I - 39	equipment - DOUBLE OPEN-THROAT INTAKE, TYPE SW-510	$3,560.00	$3,164.44	$395.56		$3,560.00	100.00%	$0.00	$356.00
Phase I - 39	labor - DOUBLE OPEN-THROAT INTAKE, TYPE SW-510	$30,440.00	$27,057.78	$3,382.22		$30,440.00	100.00%	$0.00	$3,044.00
Phase I - 40	materials - SINGLE OPEN-THROAT CURB INTAKE, TYPE SW-541, W/ SW-542 EXT.	$3,236.39	$3,236.39	$0.00		$3,236.39	100.00%	$0.00	$323.64
Phase I - 40	equipment - SINGLE OPEN-THROAT CURB INTAKE, TYPE SW-541, W/ SW-542 EXT.	$250.00	$250.00	$0.00		$250.00	100.00%	$0.00	$25.00
Phase I - 40	labor - SINGLE OPEN-THROAT CURB INTAKE, TYPE SW-541, W/ SW-542 EXT.	$8,513.61	$8,513.61	$0.00		$8,513.61	100.00%	$0.00	$851.36
		$293,000.00	$278,098.57	$14,901.43	$0.00	$293,000.00	100.00%	$0.00	$29,300.00
			$2,522,397.07	$292,057.17		$2,814,454.24			

CONTINUATION SHEET

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NUMBER: 1
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED ON SITE (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH	RETAINAGE 10%
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
Phase I - 41	materials - SINGLE OPEN-THROAT INTAKE, TYPE SW-545	$8,850.00	$7,950.00	$900.00		$8,850.00	100.00%	$0.00	$885.00
Phase I - 41	equipment - SINGLE OPEN-THROAT CURB INTAKE, W/ EXT. OPENING, TYPE SW-545	$750.00	$675.00	$75.00		$750.00	100.00%	$0.00	$75.00
Phase I - 41	labor - SINGLE OPEN-THROAT CURB INTAKE, W/ EXT. OPENING, TYPE SW-545	$26,400.00	$23,800.00	$2,600.00		$26,400.00	100.00%	$0.00	$2,640.00
Phase I - 42	materials - PIPE CULVERT AND END SECTION REMOVAL	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 42	equipment - PIPE CULVERT AND END SECTION REMOVAL	$75.00	$75.00			$75.00	100.00%	$0.00	$7.50
Phase I - 42	labor - PIPE CULVERT AND END SECTION REMOVAL	$405.00	$405.00			$405.00	100.00%	$0.00	$40.50
Phase I - 43	materials - MANHOLE TO BE ADJUSTED	$30.00	$30.00			$30.00	100.00%	$0.00	$3.00
Phase I - 43	equipment - MANHOLE TO BE ADJUSTED	$35.00	$35.00			$35.00	100.00%	$0.00	$3.50
Phase I - 43	labor - MANHOLE TO BE ADJUSTED	$285.00	$285.00			$285.00	100.00%	$0.00	$28.50
Phase I - 44	materials - LONGITUDIAL SUBDRAIN, 4"	$31,500.00	$26,888.60	$4,611.40		$31,500.00	100.00%	$0.00	$3,150.00
Phase I - 44	equipment - LONGITUDIAL SUBDRAIN, 4"	$6,500.00	$5,548.44	$951.56		$6,500.00	100.00%	$0.00	$650.00
Phase I - 44	labor - LONGITUDIAL SUBDRAIN, 4"	$50,487.00	$43,096.03	$7,390.97		$50,487.00	100.00%	$0.00	$5,048.70
Phase II - 1	materials - P.C.C. PAVEMENT, 10"	$715,000.00	$715,000.00			$715,000.00	100.00%	$0.00	$71,500.00
Phase II - 1	equipment - P.C.C. PAVEMENT, 10"	$63,503.00	$63,503.00			$63,503.00	100.00%	$0.00	$6,350.30
Phase II - 1	labor - P.C.C. PAVEMENT, 10"	$480,000.00	$480,000.00			$480,000.00	100.00%	$0.00	$48,000.00
Phase II - 2	materials - P.C.C. MEDIAN, 6"	$4,500.00	$4,500.00			$4,500.00	100.00%	$0.00	$450.00
Phase II - 2	equipment - P.C.C. MEDIAN, 6"	$622.50	$622.50			$622.50	100.00%	$0.00	$62.25
Phase II - 2	labor - P.C.C. MEDIAN, 6"	$8,327.50	$8,327.50			$8,327.50	100.00%	$0.00	$832.75
Phase II - 3	materials - P.C.C. RECREATIONAL TRAIL, 6"	$47,138.78	$47,138.78			$47,138.78	100.00%	$0.00	$4,713.88
Phase II - 3	equipment - P.C.C. RECREATIONAL TRAIL, 6"	$9,015.86	$9,015.86			$9,015.86	100.00%	$0.00	$901.59
Phase II - 3	labor - P.C.C. RECREATIONAL TRAIL, 6"	$42,676.61	$42,676.61			$42,676.61	100.00%	$0.00	$4,267.66
Phase II - 4	materials - P.C.C. SIDEWALK, 4"	$17,068.05	$17,068.05			$17,068.05	100.00%	$0.00	$1,706.81

Phase II - 4	equipment - P.C.C. SIDEWALK, 4"	$4,869.70	$4,869.70			$4,869.70	100.00%	$0.00	$486.97
Phase II - 4	labor - P.C.C. SIDEWALK, 4"	$42,882.26	$42,882.26			$42,882.26	100.00%	$0.00	$4,288.23
Phase II - 5	materials - DETECTABLE WARNING PANEL	$2,300.00	$2,300.00			$2,300.00	100.00%	$0.00	$230.00
Phase II - 5	equipment - DETECTABLE WARNING PANEL	$0.00	$0.00			$0.00	0.00%	$0.00	$0.00
Phase II - 5	labor - DETECTABLE WARNING PANEL	$3,028.00	$3,028.00			$3,028.00	100.00%	$0.00	$302.80
Phase II - 6	materials - PAINT PAVEMENT MARKING, 4" BROKEN LANE LINE	$2,591.00	$2,591.00			$2,591.00	100.00%	$0.00	$259.10
Phase II - 6	equipment - PAINT PAVEMENT MARKING, 4" BROKEN LANE LINE	$0.00	$0.00			$0.00	0.00%	$0.00	$0.00
Phase II - 6	labor - PAINT PAVEMENT MARKING, 4" BROKEN LANE LINE	$0.00	$0.00			$0.00	0.00%	$0.00	$0.00
		$1,568,840.26	$1,552,311.33	$16,528.93	$0.00	$1,568,840.26	100.00%	$0.00	$156,884.03
			$4,074,708.40	$308,586.10		$4,383,294.50			

CONTINUATION SHEET

Contractor's signed Certification is attached

In tabulations below, amounts are stated to the nearest dollar
Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NUMBER: 1
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F.1	G		H	I
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED: THIS PERIOD	MATERIALS PRESENTLY STORED ON SITE (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH	RETAINAGE 10%
Phase II - 7	materials - PAINT PAVEMENT MARKING, 4" SOLID LANE LINE	$375.00	$375.00			$375.00	100.00%	$0.00	$37.50
Phase II - 7	equipment - PAINT PAVEMENT MARKING, 4" SOLID LANE LINE	$0.00	$0.00			$0.00	0.00%	$0.00	$0.00
Phase II - 7	labor - PAINT PAVEMENT MARKING, 4" SOLID LANE LINE	$0.00	$0.00			$0.00	0.00%	$0.00	$0.00
Phase II - 8	materials - PAINT PAVEMENT MARKING, 4" EDGE LINE	$208.50	$208.50			$208.50	100.00%	$0.00	$20.85
Phase II - 8	equipment - PAINT PAVEMENT MARKING, 4" EDGE LINE	$0.00	$0.00			$0.00	0.00%	$0.00	$0.00
Phase II - 8	labor - PAINT PAVEMENT MARKING, 4" EDGE LINE	$0.00	$0.00			$0.00	0.00%	$0.00	$0.00
Phase II - 9	materials - PAINT PAVEMENT MARKING, 4" NO PASSING ZONE LINE	$1,847.00	$1,847.00			$1,847.00	100.00%	$0.00	$184.70
Phase II - 9	equipment - PAINT PAVEMENT MARKING, 4" NO PASSING ZONE LINE	$0.00	$0.00			$0.00	0.00%	$0.00	$0.00
Phase II - 9	labor - PAINT PAVEMENT MARKING, 4" NO PASSING ZONE LINE	$0.00	$0.00			$0.00	0.00%	$0.00	$0.00
Phase II - 10	materials - PAINT PAVEMENT MARKING, 8" CHANNELING LINE	$1,320.00	$1,320.00			$1,320.00	100.00%	$0.00	$132.00
Phase II - 10	equipment - PAINT PAVEMENT MARKING, 8" CHANNELING LINE	$0.00	$0.00			$0.00	0.00%	$0.00	$0.00
Phase II - 10	labor - PAINT PAVEMENT MARKING, 8" CHANNELING LINE	$0.00	$0.00			$0.00	0.00%	$0.00	$0.00
Phase II - 11	materials - PAINT PAVEMENT MARKING 24" STOP LINE	$157.50	$157.50			$157.50	100.00%	$0.00	$15.75
Phase II - 11	equipment - PAINT PAVEMENT MARKING 24" STOP LINE	$0.00	$0.00			$0.00	0.00%	$0.00	$0.00
Phase II - 11	labor - PAINT PAVEMENT MARKING, 24" STOP LINE	$0.00	$0.00			$0.00	0.00%	$0.00	$0.00
Phase II - 12	materials - PAINT PAVEMENT MARKING, "ARROW" SYMBOL	$2,200.00	$2,200.00			$2,200.00	100.00%	$0.00	$220.00
Phase II - 12	equipment - PAINT PAVEMENT MARKING, "ARROW" SYMBOL	$0.00	$0.00			$0.00	0.00%	$0.00	$0.00

Phase II - 12	labor - PAINT PAVEMENT MARKING, "ARROW" SYMBOL	$0.00	$0.00			$0.00	0.00%	$0.00	$0.00
Phase II - 13	materials - PAINT PAVEMENT MARKING, "ONLY" LEGEND	$600.00	$600.00			$600.00	100.00%	$0.00	$60.00
Phase II - 13	equipment - PAINT PAVEMENT MARKING, "ONLY" LEGEND	$0.00	$0.00			$0.00	0.00%	$0.00	$0.00
Phase II - 13	labor - PAINT PAVEMENT MARKING, "ONLY" LEGEND	$0.00	$0.00			$0.00	0.00%	$0.00	$0.00
Phase II - 14	materials - STOP SIGN & METAL POST	$600.00	$600.00			$600.00	100.00%	$0.00	$60.00
Phase II - 14	equipment - STOP SIGN & METAL POST	$0.00	$0.00			$0.00	0.00%	$0.00	$0.00
Phase II - 14	labor - STOP SIGN & METAL POST	$0.00	$0.00			$0.00	0.00%	$0.00	$0.00
	materials -					$0.00	0.00%	$0.00	$0.00
	equipment -					$0.00	0.00%	$0.00	$0.00
	labor - Change Order 1	$70,120.88	$42,093.50	$28,027.38		$70,120.88	100.00%	$0.00	$7,012.09
	materials -					$0.00	0.00%	$0.00	$0.00
	equipment -					$0.00	0.00%	$0.00	$0.00
	labor - Change Order 2	($21,000.00)	($14,000.00)	($7,000.00)		($21,000.00)	100.00%	$0.00	($2,100.00)
		$56,428.88	$35,401.50	$21,027.38	$0.00	$56,428.88	100.00%	$0.00	$5,642.89
			$4,110,109.90	$329,613.48		$4,439,723.38			

CONTINUATION SHEET

Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Page _7_ of _2_ Pages

APPLICATION NUMBER: 1
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F.1	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS	TOTAL COMPLETED	%	BALANCE TO FINISH	RETAINAGE 10%
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	PRESENTLY STORED ON SITE (NOT IN D OR E)	AND STORED TO DATE (D+E+F)	(G / C)		
	materials -					$0.00	0.00%	$0.00	$0.00
	equipment -					$0.00	0.00%	$0.00	$0.00
	labor - Change Order 3	$978.00		$978.00		$978.00	100.00%	$0.00	$97.80
	materials -					$0.00	0.00%	$0.00	$0.00
	equipment -					$0.00	0.00%	$0.00	$0.00
	labor - Change Order 4	$8,445.00		$8,445.00		$8,445.00	100.00%	$0.00	$844.50
	materials -					$0.00	0.00%	$0.00	$0.00
	equipment -					$0.00	0.00%	$0.00	$0.00
	labor - Change Order 5	$8,506.25		$8,506.25		$8,506.25	100.00%	$0.00	$850.63
	materials -					$0.00	0.00%	$0.00	$0.00
	equipment -					$0.00	0.00%	$0.00	$0.00
						$0.00	0.00%	$0.00	$0.00
						$0.00	0.00%	$0.00	$0.00
						$0.00	0.00%	$0.00	$0.00
						$0.00	0.00%	$0.00	$0.00
						$0.00	0.00%	$0.00	$0.00
						$0.00	0.00%	$0.00	$0.00
						$0.00	0.00%	$0.00	$0.00
						$0.00	0.00%	$0.00	$0.00
						$0.00	0.00%	$0.00	$0.00
						$0.00	0.00%	$0.00	$0.00
						$0.00	0.00%	$0.00	$0.00
						$0.00	0.00%	$0.00	$0.00
						$0.00	0.00%	$0.00	$0.00
						$0.00	0.00%	$0.00	$0.00
						$0.00	0.00%	$0.00	$0.00
						$0.00	0.00%	$0.00	$0.00
						$0.00	0.00%	$0.00	$0.00
						$0.00	0.00%	$0.00	$0.00
						$0.00	0.00%	$0.00	$0.00

		$17,929.25	$0.00	$17,929.25	$0.00	$17,929.25	100.00%	$0.00	$1,792.93
			$4,074,708.40	$326,515.35		$4,401,223.75			

APPLICATION AND CERTIFICATE FOR PAYMENT

(Instructions on reverse side)

TO (Owner): Baxter Construction Co , LLC, 3225 Avenue N, Fort Madison, IA 52627

PROJECT: Elmore Avenue Extension

APPLICATION NO: 8

PERIOD TO: 11/6/2015

Distribution to: OWNER, ARCHITECT, CM

FROM (Sub Contractor): McCarthy Improvement, 5401 Victoria Avenue, Davenport, IA 52807

ENGINNER: McClure Engineering Associates, Inc, 333 4th Avenue South, Clinton IA 52732

PROJECT NO: 14-010

Contract for: 14010-10S

Contract Date: 12/12/2014

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$4,413,940.00
2. Net change by Change Orders		$43,712.63
3. CONTRACT SUM TO DATE (Line 1 +/- 2)		$4,457,652.63
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$4,457,652.63
5. RETAINAGE:		
a _10_ % of Completed Work (Column D + E on G703)	($0.00)	
b _10_ % of Stored Material (Column F on G703)	$0.00	
Total Retainage (Line 5a + 5b or Total of Column I of G703)		($0.00)
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$4,457,652.63
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$4,158,212.62
8. CURRENT PAYMENT DUE		$299,440.01
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$0.00

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

CONTRACTOR:

By: Erica Kalvin Date: 11-5-15

State Of: Iowa
County Of: Scott
Notary Public: Lesley A. Lund
My Commission expires: August 11, 2017

NOTARIAL SEAL IOWA
LESLEY A. LUND
Commission Number 785505
My Commission Expires
August 11, 2017

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
Approved			
Number	Date Approved		
CO 1	5/19/2015	$71,640.88	$0.00
CO 2	6/24/2015	$0.00	$21,000.00
CO 3	6/24/2015	$978.00	$0.00
CO4	10/2/2015	$8,445.00	$0.00
CO5			$16,351.25
	TOTALS:	$81,063.88	$37,351.25
Net change by Change Orders		$43,712.63	

Phase I $3,012,329.32
Phase II 1,445,323.31

Total $4,457,652.63
==========

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, informationand belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED .....

Construction Manager

By _____ Date: _____

CONTINUATION SHEET

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 1
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ARCHITECT'S PROJECT NO:

A	B	C	D	E	F.1	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED ON SITE (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH	RETAINAGE 10%
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	General Conditions	$0.00				$0.00	0.00%	$0.00	$0.00
	Bond	$25,000.00	$25,000.00			$25,000.00	100.00%	$0.00	$2,500.00
	Mobilization	$252,627.50	$250,000.00	$2,627.50		$252,627.50	100.00%	$0.00	$25,262.75
Phase I - 1	materials - P.C.C. PAVEMENT, 10"	$772,250.00	$772,250.00	$0.00		$772,250.00	100.00%	$0.00	$77,225.00
Phase I - 1	equipment - P.C.C. PAVEMENT, 10"	$67,000.00	$67,000.00	$0.00		$67,000.00	100.00%	$0.00	$6,700.00
Phase I - 1	labor - P.C.C. PAVEMENT, 10"	$498,084.00	$498,084.00	$0.00		$498,084.00	100.00%	$0.00	$49,808.40
Phase I - 2	materials -P.C.C. MEDIAN, 6"	$13,000.00		$13,000.00		$13,000.00	100.00%	$0.00	$1,300.00
Phase I - 2	equipment - P.C.C. MEDIAN, 6"	$1,025.00		$1,025.00		$1,025.00	100.00%	$0.00	$102.50
Phase I - 2	labor -P.C.C. MEDIAN, 6"	$17,975.00		$17,975.00		$17,975.00	100.00%	$0.00	$1,797.50
Phase I - 3	materials - P.C.C. RECREATIONAL TRAIL, 6"	$33,111.22		$33,111.22		$33,111.22	100.00%	$0.00	$3,311.12
Phase I - 3	equipment - P.C.C. RECREATIONAL TRAIL, 6"	$6,634.14		$6,634.14		$6,634.14	100.00%	$0.00	$663.41
Phase I - 3	labor - P.C.C. RECREATIONAL TRAIL, 6"	$23,858.36		$23,858.36		$23,858.36	100.00%	$0.00	$2,385.84
Phase I - 4	materials - P.C.C. SIDEWALK, 4"	$38,481.95		$38,481.95		$38,481.95	100.00%	$0.00	$3,848.20
Phase I - 4	equipment - P.C.C. SIDEWALK, 4"	$9,755.30		$9,755.30		$9,755.30	100.00%	$0.00	$975.53
Phase I - 4	labor - P.C.C. SIDEWALK, 4"	$94,202.77		$94,202.77		$94,202.77	100.00%	$0.00	$9,420.28
Phase I - 5	materials - DETACTABLE WARNING PANEL	$2,650.00		$2,650.00		$2,650.00	100.00%	$0.00	$265.00
Phase I - 5	equipment - DETACTABLE WARNING PANEL	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 5	labor - DETACTABLE WARNING PANEL	$3,542.00		$3,542.00		$3,542.00	100.00%	$0.00	$354.20
Phase I - 6	materials - GRANULAR SURFACE COURSE, 8" - SHOULDER STONE	$375.00		$375.00		$375.00	100.00%	$0.00	$37.50
Phase I - 6	equipment - GRANULAR SURFACE COURSE, 8" - SHOULDER STONE	$105.00		$105.00		$105.00	100.00%	$0.00	$10.50
Phase I - 6	labor - GRANULAR SURFACE COURSE, 8" - SHOULDER STONE	$888.00		$888.00		$888.00	100.00%	$0.00	$88.80
Phase I - 7	materials - GRANULAR SURFACE COURSE, 12" - TEMP ROAD	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 7	equipment - GRANULAR SURFACE COURSE, 12" - TEMP ROAD	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 7	labor - GRANULAR SURFACE COURSE, 12" - TEMP ROAD	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 8	materials - PAINT PAVEMENT MARKING, 4" BROKEN LANE LINE	$384.00		$384.00		$384.00	100.00%	$0.00	$38.40

Phase I - 8	equipment - PAINT PAVEMENT MARKING, 4" BROKEN LANE LINE	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 8	labor - PAINT PAVEMENT MARKING, 4" BROKEN LANE LINE	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 9	materials - PAINT PAVEMENT MARKING, 4" SOLID LANE LINE	$917.50		$917.50		$917.50	100.00%	$0.00	$91.75
Phase I - 9	equipment - PAINT PAVEMENT MARKING, 4" SOLID LANE LINE	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 9	labor - PAINT PAVEMENT MARKING, 4" SOLID LANE LINE	$0.00				$0.00	0.00%	$0.00	$0.00
		$1,861,866.74	$1,612,334.00	$249,532.74	$0.00	$1,861,866.74	100.00%	$0.00	$186,186.67

$4,457,652.63

CONTINUATION SHEET

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

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ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED ON SITE (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH	RETAINAGE 10%
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
Phase I - 10	materials - PAINT PAVEMENT MARKING, 4" EDGE LINE	$5,060.00		$5,060.00		$5,060.00	100.00%	$0.00	$506.00
Phase I - 10	equipment - PAINT PAVEMENT MARKING, 4" EDGE LINE	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 10	labor - PAINT PAVEMENT MARKING, 4" EDGE LINE	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 11	materials - PAINT PAVEMENT MARKING, 6" CROSSWALK LINE	$576.00		$576.00		$576.00	100.00%	$0.00	$57.60
Phase I - 11	equipment - PAINT PAVEMENT MARKING, 6" CROSSWALK LINE	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 11	labor - PAINT PAVEMENT MARKING, 6" CROSSWALK LINE	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 12	materials - PAINT PAVEMENT MARKING, 24" STOP LINE	$192.00		$192.00		$192.00	100.00%	$0.00	$19.20
Phase I - 12	equipment - PAINT PAVEMENT MARKING, 24" STOP LINE	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 12	labor - PAINT PAVEMENT MARKING, 24" STOP LINE	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 13	materials - PAINT PAVEMENT MARKING, "ARROW" SYMBOL	$2,400.00		$2,400.00		$2,400.00	100.00%	$0.00	$240.00
Phase I - 13	equipment - PAINT PAVEMENT MARKING, "ARROW" SYMBOL	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 13	labor - PAINT PAVEMENT MARKING, "ARROW" SYMBOL	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 14	materials - PAINT PAVEMENT MARKING, "ONLY" LEGEND	$1,800.00		$1,800.00		$1,800.00	100.00%	$0.00	$180.00
Phase I - 14	equipment - PAINT PAVEMENT MARKING, "ONLY" LEGEND	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 14	labor - PAINT PAVEMENT MARKING, "ONLY" LEGEND	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 15	materials - STOP SIGN & METAL POST	$1,200.00		$1,200.00		$1,200.00	100.00%	$0.00	$120.00
Phase I - 15	equipment - STOP SIGN & METAL POST	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 15	labor - STOP SIGN & METAL POST	$0.00				$0.00	0.00%	$0.00	$0.00

Phase I - 17	materials - BIO-CELL EXCAV	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 17	equipment - BIO-CELL EXCAV	$150.00		$150.00		$150.00	100.00%	$0.00	$15.00
Phase I - 17	labor - BIO-CELL EXCAV	$15,195.00		$15,195.00		$15,195.00	100.00%	$0.00	$1,519.50
Phase I - 18	materials - STORM SEWER, R.C.P., 12"	$3,150.00	$3,150.00			$3,150.00	100.00%	$0.00	$315.00
Phase I - 18	equipment -STORM SEWER, R.C.P., 12"	$1,125.00	$1,125.00			$1,125.00	100.00%	$0.00	$112.50
Phase I - 18	labor - STORM SEWER, R.C.P., 12"	$5,175.00	$5,175.00			$5,175.00	100.00%	$0.00	$517.50
Phase I - 19	materials - STORM SEWER, R.C.P., 15"	$3,500.00	$3,500.00			$3,500.00	100.00%	$0.00	$350.00
Phase I - 19	equipment - STORM SEWER, R.C.P., 15"	$900.00	$900.00			$900.00	100.00%	$0.00	$90.00
Phase I - 19	labor - STORM SEWER, R.C.P., 15"	$7,126.00	$7,126.00			$7,126.00	100.00%	$0.00	$712.60
Phase I - 20	materials -STORM SEWER, R.C.P., 18"	$11,750.00	$11,750.00			$11,750.00	100.00%	$0.00	$1,175.00
Phase I - 20	equipment -STORM SEWER, R.C.P., 18"	$3,100.00	$3,100.00			$3,100.00	100.00%	$0.00	$310.00
Phase I - 20	labor -STORM SEWER, R.C.P., 18"	$17,227.50	$17,227.50			$17,227.50	100.00%	$0.00	$1,722.75
		$79,626.50	$53,053.50	$26,573.00	$0.00	$79,626.50	100.00%	$0.00	$7,962.65
			$1,665,387.50	$276,105.74		$1,941,493.24			
		$4,457,652.63							

CONTINUATION SHEET

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ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED: THIS PERIOD	MATERIALS PRESENTLY STORED ON SITE (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH	RETAINAGE 10%
Phase I - 21	materials - STORM SEWER, R.C.P., 21"	$5,130.00	$5,130.00			$5,130.00	100.00%	$0.00	$513.00
Phase I - 21	equipment - STORM SEWER, R.C.P., 21"	$1,130.00	$1,130.00			$1,130.00	100.00%	$0.00	$113.00
Phase I - 21	labor - STORM SEWER, R.C.P., 21"	$5,514.00	$5,514.00			$5,514.00	100.00%	$0.00	$551.40
Phase I - 22	materials - STORM SEWER, R.C.P., 24"	$4,225.00	$4,225.00			$4,225.00	100.00%	$0.00	$422.50
Phase I - 22	equipment - STORM SEWER, R.C.P., 24"	$750.00	$750.00			$750.00	100.00%	$0.00	$75.00
Phase I - 22	labor - STORM SEWER, R.C.P., 24"	$2,370.00	$2,370.00			$2,370.00	100.00%	$0.00	$237.00
Phase I - 23	materials - STORM SEWER, R.C.P., 30"	$32,050.00	$32,050.00			$32,050.00	100.00%	$0.00	$3,205.00
Phase I - 23	equipment - STORM SEWER, R.C.P., 30"	$3,762.50	$3,762.50			$3,762.50	100.00%	$0.00	$376.25
Phase I - 23	labor - STORM SEWER, R.C.P., 30"	$24,949.50	$24,949.50			$24,949.50	100.00%	$0.00	$2,494.95
Phase I - 24	materials - STORM SEWER, R.C.P., 36"	$16,500.00	$16,500.00			$16,500.00	100.00%	$0.00	$1,650.00
Phase I - 24	equipment - STORM SEWER, R.C.P., 36"	$2,100.00	$2,100.00			$2,100.00	100.00%	$0.00	$210.00
Phase I - 24	labor - STORM SEWER, R.C.P., 36"	$13,530.00	$13,530.00			$13,530.00	100.00%	$0.00	$1,353.00
Phase I - 25	materials - STORM SEWER, R.C.P., 42"	$25,500.00	$25,500.00	$0.00		$25,500.00	100.00%	$0.00	$2,550.00
Phase I - 25	equipment - STORM SEWER, R.C.P., 42"	$2,525.00	$2,525.00	$0.00		$2,525.00	100.00%	$0.00	$252.50
Phase I - 25	labor - STORM SEWER, R.C.P., 42"	$16,225.00	$16,225.00	$0.00		$16,225.00	100.00%	$0.00	$1,622.50
Phase I - 26	materials - STORM SEWER, R.C.P., 48"	$122,800.00	$122,800.00	$0.00		$122,800.00	100.00%	$0.00	$12,280.00
Phase I - 26	equipment - STORM SEWER, R.C.P., 48"	$11,000.00	$11,000.00	$0.00		$11,000.00	100.00%	$0.00	$1,100.00
Phase I - 26	labor - STORM SEWER, R.C.P., 48"	$75,000.00	$75,000.00	$0.00		$75,000.00	100.00%	$0.00	$7,500.00
Phase I - 27	materials - STORM SEWER, P.V.C., 60"	$110,600.00	$110,600.00	$0.00		$110,600.00	100.00%	$0.00	$11,060.00
Phase I - 27	equipment - STORM SEWER, P.V.C., 60"	$10,600.00	$10,600.00	$0.00		$10,600.00	100.00%	$0.00	$1,060.00
Phase I - 27	labor - STORM SEWER, P.V.C., 60"	$92,650.00	$92,650.00	$0.00		$92,650.00	100.00%	$0.00	$9,265.00
Phase I - 28	materials - PRECAST CONCRETE FLARED END SECTION, 18"	$460.00		$460.00		$460.00	100.00%	$0.00	$46.00
Phase I - 28	equipment - PRECAST CONCRETE FLARED END SECTION, 18"	$75.00		$75.00		$75.00	100.00%	$0.00	$7.50
Phase I - 28	labor - PRECAST CONCRETE FLARED END SECTION, 18"	$515.00		$515.00		$515.00	100.00%	$0.00	$51.50
Phase I - 29	materials - PIPE CULVET, C.M.P., 18"	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 29	equipment - PIPE CULVET, C.M.P., 18"	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 29	labor - PIPE CULVET, C.M.P., 18"	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 30	materials - METAL END SECTION, 18"	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 30	equipment - METAL END SECTION, 18"	$0.00				$0.00	0.00%	$0.00	$0.00

Phase I - 30	labor - METAL END SECTION, 18"	$0.00				$0.00	0.00%	$0.00	$0.00
		$579,961.00	$578,911.00	$1,050.00	$0.00	$579,961.00	100.00%	$0.00	$57,996.10
			$2,244,298.50	$277,155.74		$2,521,454.24			

CONTINUATION SHEET

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ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED: THIS PERIOD	MATERIALS PRESENTLY STORED ON SITE (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH	RETAINAGE 10%
Phase I - 31	materials - METAL END SECTION, 60"	$1,200.00	$1,200.00	$0.00		$1,200.00	100.00%	$0.00	$120.00
Phase I - 31	equipment - METAL END SECTION, 60"	$150.00	$150.00	$0.00		$150.00	100.00%	$0.00	$15.00
Phase I - 31	labor - METAL END SECTION, 60"	$1,150.00	$1,150.00	$0.00		$1,150.00	100.00%	$0.00	$115.00
Phase I - 32	materials - STORM SEWER MANHOLE, TYPE SW-401, 5' DIA.	$31,700.00	$31,700.00	$0.00		$31,700.00	100.00%	$0.00	$3,170.00
Phase I - 32	equipment - STORM SEWER MANHOLE, TYPE SW-401, 5' DIA.	$4,000.00	$4,000.00	$0.00		$4,000.00	100.00%	$0.00	$400.00
Phase I - 32	labor - STORM SEWER MANHOLE, TYPE SW-401, 5' DIA.	$19,300.00	$19,300.00	$0.00		$19,300.00	100.00%	$0.00	$1,930.00
Phase I - 33	materials - STORM SEWER MANHOLE, TYPE SW-401, 6' DIA.	$10,100.00	$10,100.00	$0.00		$10,100.00	100.00%	$0.00	$1,010.00
Phase I - 33	equipment - STORM SEWER MANHOLE, TYPE SW-401, 6' DIA	$1,250.00	$1,250.00	$0.00		$1,250.00	100.00%	$0.00	$125.00
Phase I - 33	labor - STORM SEWER MANHOLE, TYPE SW-401, 6' DIA.	$8,150.00	$8,150.00	$0.00		$8,150.00	100.00%	$0.00	$815.00
Phase I - 34	materials - STORM SEWER MANHOLE, TYPE SW-401, 7' DIA.	$21,250.00	$21,250.00	$0.00		$21,250.00	100.00%	$0.00	$2,125.00
Phase I - 34	equipment - STORM SEWER MANHOLE, TYPE SW-401, 7' DIA.	$2,525.00	$2,525.00	$0.00		$2,525.00	100.00%	$0.00	$252.50
Phase I - 34	labor - STORM SEWER MANHOLE, TYPE SW-401, 7' DIA.	$16,225.00	$16,225.00	$0.00		$16,225.00	100.00%	$0.00	$1,622.50
Phase I - 35	materials - STORM SEWER MANHOLE, TYPE SW-401, 8' DIA.	$13,500.00	$13,500.00	$0.00		$13,500.00	100.00%	$0.00	$1,350.00
Phase I - 35	equipment - STORM SEWER MANHOLE, TYPE SW-401, 8' DIA.	$6,190.00	$6,190.00	$0.00		$6,190.00	100.00%	$0.00	$619.00
Phase I - 35	labor - STORM SEWER MANHOLE, TYPE SW-401, 8' DIA.	$9,310.00	$9,310.00	$0.00		$9,310.00	100.00%	$0.00	$931.00
Phase I - 36	materials - STORM SEWER MANHOLE, TYPE SW-401, 9' DIA.	$8,525.00	$8,525.00	$0.00		$8,525.00	100.00%	$0.00	$852.50
Phase I - 36	equipment - STORM SEWER MANHOLE, TYPE SW-401, 9' DIA.	$3,870.00	$3,870.00	$0.00		$3,870.00	100.00%	$0.00	$387.00
Phase I - 36	labor - STORM SEWER MANHOLE, TYPE SW-401, 9' DIA.	$7,605.00	$7,605.00	$0.00		$7,605.00	100.00%	$0.00	$760.50

Phase I - 37	materials - SINGLE GRATE INTAKE, TYPE SW-501	$8,450.00	$7,041.67	$1,408.33		$8,450.00	100.00%	$0.00	$845.00
Phase I - 37	equipment - SINGLE GRATE INTAKE, TYPE SW-501	$1,360.00	$1,133.33	$226.67		$1,360.00	100.00%	$0.00	$136.00
Phase I - 37	labor - SINGLE GRATE INTAKE, TYPE SW-501	$11,190.00	$9,325.00	$1,865.00		$11,190.00	100.00%	$0.00	$1,119.00
Phase I - 38	materials - SINGLE OPEN-THROAT CURB INTAKE, TYPE SW-508	$13,650.00	$11,700.00	$1,950.00		$13,650.00	100.00%	$0.00	$1,365.00
Phase I - 38	equipment - SINGLE OPEN-THROAT CURB INTAKE, TYPE SW-508	$2,190.00	$2,190.00	$0.00		$2,190.00	100.00%	$0.00	$219.00
Phase I - 38	labor - SINGLE OPEN-THROAT CURB INTAKE, TYPE SW-508	$24,160.00	$20,708.57	$3,451.43		$24,160.00	100.00%	$0.00	$2,416.00
Phase I - 39	materials - DOUBLE OPEN-THROAT INTAKE, TYPE SW-510	$20,000.00	$17,777.78	$2,222.22		$20,000.00	100.00%	$0.00	$2,000.00
Phase I - 39	equipment - DOUBLE OPEN-THROAT INTAKE, TYPE SW-510	$3,560.00	$3,164.44	$395.56		$3,560.00	100.00%	$0.00	$356.00
Phase I - 39	labor - DOUBLE OPEN-THROAT INTAKE, TYPE SW-510	$30,440.00	$27,057.78	$3,382.22		$30,440.00	100.00%	$0.00	$3,044.00
Phase I - 40	materials - SINGLE OPEN-THROAT CURB INTAKE, TYPE SW-541, W/ SW-542 EXT.	$3,236.39	$3,236.39	$0.00		$3,236.39	100.00%	$0.00	$323.64
Phase I - 40	equipment - SINGLE OPEN-THROAT CURB INTAKE, TYPE SW-541, W/ SW-542 EXT.	$250.00	$250.00	$0.00		$250.00	100.00%	$0.00	$25.00
Phase I - 40	labor - SINGLE OPEN-THROAT CURB INTAKE, TYPE SW-541, W/ SW-542 EXT.	$8,513.61	$8,513.61	$0.00		$8,513.61	100.00%	$0.00	$851.36
		$293,000.00	$278,098.57	$14,901.43	$0.00	$293,000.00	100.00%	$0.00	$29,300.00
			$2,522,397.07	$292,057.17		$2,814,454.24			

CONTINUATION SHEET

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NUMBER: 1
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F.1	G		H	I
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED ON SITE (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH	RETAINAGE 10%
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
Phase I - 41	materials - SINGLE OPEN-THROAT INTAKE, TYPE SW-545	$8,850.00	$7,950.00	$900.00		$8,850.00	100.00%	$0.00	$885.00
Phase I - 41	equipment - SINGLE OPEN-THROAT CURB INTAKE, W/ EXT. OPENING, TYPE SW-545	$750.00	$675.00	$75.00		$750.00	100.00%	$0.00	$75.00
Phase I - 41	labor - SINGLE OPEN-THROAT CURB INTAKE, W/ EXT. OPENING, TYPE SW-545	$26,400.00	$23,800.00	$2,600.00		$26,400.00	100.00%	$0.00	$2,640.00
Phase I - 42	materials - PIPE CULVERT AND END SECTION REMOVAL	$0.00				$0.00	0.00%	$0.00	$0.00
Phase I - 42	equipment - PIPE CULVERT AND END SECTION REMOVAL	$75.00	$75.00			$75.00	100.00%	$0.00	$7.50
Phase I - 42	labor - PIPE CULVERT AND END SECTION REMOVAL	$405.00	$405.00			$405.00	100.00%	$0.00	$40.50
Phase I - 43	materials - MANHOLE TO BE ADJUSTED	$30.00	$30.00			$30.00	100.00%	$0.00	$3.00
Phase I - 43	equipment - MANHOLE TO BE ADJUSTED	$35.00	$35.00			$35.00	100.00%	$0.00	$3.50
Phase I - 43	labor - MANHOLE TO BE ADJUSTED	$285.00	$285.00			$285.00	100.00%	$0.00	$28.50
Phase I - 44	materials - LONGITUDIAL SUBDRAIN, 4"	$31,500.00	$26,888.60	$4,611.40		$31,500.00	100.00%	$0.00	$3,150.00
Phase I - 44	equipment - LONGITUDIAL SUBDRAIN, 4"	$6,500.00	$5,548.44	$951.56		$6,500.00	100.00%	$0.00	$650.00
Phase I - 44	labor - LONGITUDIAL SUBDRAIN, 4"	$50,487.00	$43,096.03	$7,390.97		$50,487.00	100.00%	$0.00	$5,048.70
Phase II - 1	materials - P.C.C. PAVEMENT, 10"	$715,000.00	$715,000.00			$715,000.00	100.00%	$0.00	$71,500.00
Phase II - 1	equipment - P.C.C. PAVEMENT, 10"	$63,503.00	$63,503.00			$63,503.00	100.00%	$0.00	$6,350.30
Phase II - 1	labor - P.C.C. PAVEMENT, 10"	$480,000.00	$480,000.00			$480,000.00	100.00%	$0.00	$48,000.00
Phase II - 2	materials - P.C.C. MEDIAN, 6"	$4,500.00	$4,500.00			$4,500.00	100.00%	$0.00	$450.00
Phase II - 2	equipment - P.C.C. MEDIAN, 6"	$622.50	$622.50			$622.50	100.00%	$0.00	$62.25
Phase II - 2	labor - P.C.C. MEDIAN, 6"	$8,327.50	$8,327.50			$8,327.50	100.00%	$0.00	$832.75
Phase II - 3	materials - P.C.C. RECREATIONAL TRAIL, 6"	$47,138.78	$47,138.78			$47,138.78	100.00%	$0.00	$4,713.88
Phase II - 3	equipment - P.C.C. RECREATIONAL TRAIL, 6"	$9,015.86	$9,015.86			$9,015.86	100.00%	$0.00	$901.59
Phase II - 3	labor - P.C.C. RECREATIONAL TRAIL, 6"	$42,676.61	$42,676.61			$42,676.61	100.00%	$0.00	$4,267.66
Phase II - 4	materials - P.C.C. SIDEWALK, 4"	$17,068.05	$17,068.05			$17,068.05	100.00%	$0.00	$1,706.81

Phase II - 4	equipment - P.C.C. SIDEWALK, 4"	$4,869.70	$4,869.70			$4,869.70	100.00%	$0.00	$486.97
Phase II - 4	labor - P.C.C. SIDEWALK, 4"	$42,882.26	$42,882.26			$42,882.26	100.00%	$0.00	$4,288.23
Phase II - 5	materials - DETECTABLE WARNING PANEL	$2,300.00	$2,300.00			$2,300.00	100.00%	$0.00	$230.00
Phase II - 5	equipment - DETECTABLE WARNING PANEL	$0.00	$0.00			$0.00	0.00%	$0.00	$0.00
Phase II - 5	labor - DETECTABLE WARNING PANEL	$3,028.00	$3,028.00			$3,028.00	100.00%	$0.00	$302.80
Phase II - 6	materials - PAINT PAVEMENT MARKING, 4" BROKEN LANE LINE	$2,591.00	$2,591.00			$2,591.00	100.00%	$0.00	$259.10
Phase II - 6	equipment - PAINT PAVEMENT MARKING, 4" BROKEN LANE LINE	$0.00	$0.00			$0.00	0.00%	$0.00	$0.00
Phase II - 6	labor - PAINT PAVEMENT MARKING, 4" BROKEN LANE LINE	$0.00	$0.00			$0.00	0.00%	$0.00	$0.00
		$1,568,840.26	$1,552,311.33	$16,528.93	$0.00	$1,568,840.26	100.00%	$0.00	$156,884.03
			$4,074,708.40	$308,586.10		$4,383,294.50			

CONTINUATION SHEET

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 1
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F.1	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED ON SITE (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH	RETAINAGE 10%
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
Phase II - 7	materials - PAINT PAVEMENT MARKING, 4" SOLID LANE LINE	$375.00	$375.00			$375.00	100.00%	$0.00	$37.50
Phase II - 7	equipment - PAINT PAVEMENT MARKING, 4" SOLID LANE LINE	$0.00	$0.00			$0.00	0.00%	$0.00	$0.00
Phase II - 7	labor - PAINT PAVEMENT MARKING, 4" SOLID LANE LINE	$0.00	$0.00			$0.00	0.00%	$0.00	$0.00
Phase II - 8	materials - PAINT PAVEMENT MARKING, 4" EDGE LINE	$208.50	$208.50			$208.50	100.00%	$0.00	$20.85
Phase II - 8	equipment - PAINT PAVEMENT MARKING, 4" EDGE LINE	$0.00	$0.00			$0.00	0.00%	$0.00	$0.00
Phase II - 8	labor - PAINT PAVEMENT MARKING, 4" EDGE LINE	$0.00	$0.00			$0.00	0.00%	$0.00	$0.00
Phase II - 9	materials - PAINT PAVEMENT MARKING, 4" NO PASSING ZONE LINE	$1,847.00	$1,847.00			$1,847.00	100.00%	$0.00	$184.70
Phase II - 9	equipment - PAINT PAVEMENT MARKING, 4" NO PASSING ZONE LINE	$0.00	$0.00			$0.00	0.00%	$0.00	$0.00
Phase II - 9	labor - PAINT PAVEMENT MARKING, 4" NO PASSING ZONE LINE	$0.00	$0.00			$0.00	0.00%	$0.00	$0.00
Phase II - 10	materials - PAINT PAVEMENT MARKING, 8" CHANNELING LINE	$1,320.00	$1,320.00			$1,320.00	100.00%	$0.00	$132.00
Phase II - 10	equipment - PAINT PAVEMENT MARKING, 8" CHANNELING LINE	$0.00	$0.00			$0.00	0.00%	$0.00	$0.00
Phase II - 10	labor - PAINT PAVEMENT MARKING, 8" CHANNELING LINE	$0.00	$0.00			$0.00	0.00%	$0.00	$0.00
Phase II - 11	materials - PAINT PAVEMENT MARKING, 24" STOP LINE	$157.50	$157.50			$157.50	100.00%	$0.00	$15.75
Phase II - 11	equipment - PAINT PAVEMENT MARKING, 24" STOP LINE	$0.00	$0.00			$0.00	0.00%	$0.00	$0.00
Phase II - 11	labor - PAINT PAVEMENT MARKING, 24" STOP LINE	$0.00	$0.00			$0.00	0.00%	$0.00	$0.00
Phase II - 12	materials - PAINT PAVEMENT MARKING, "ARROW" SYMBOL	$2,200.00	$2,200.00			$2,200.00	100.00%	$0.00	$220.00
Phase II - 12	equipment - PAINT PAVEMENT MARKING, "ARROW" SYMBOL	$0.00	$0.00			$0.00	0.00%	$0.00	$0.00

Phase II - 12	labor - PAINT PAVEMENT MARKING, "ARROW" SYMBOL	$0.00	$0.00			$0.00	0.00%	$0.00	$0.00
Phase II - 13	materials - PAINT PAVEMENT MARKING, "ONLY" LEGEND	$600.00	$600.00			$600.00	100.00%	$0.00	$60.00
Phase II - 13	equipment - PAINT PAVEMENT MARKING, "ONLY" LEGEND	$0.00	$0.00			$0.00	0.00%	$0.00	$0.00
Phase II - 13	labor - PAINT PAVEMENT MARKING, "ONLY" LEGEND	$0.00	$0.00			$0.00	0.00%	$0.00	$0.00
Phase II - 14	materials - STOP SIGN & METAL POST	$600.00	$600.00			$600.00	100.00%	$0.00	$60.00
Phase II - 14	equipment - STOP SIGN & METAL POST	$0.00	$0.00			$0.00	0.00%	$0.00	$0.00
Phase II - 14	labor - STOP SIGN & METAL POST	$0.00	$0.00			$0.00	0.00%	$0.00	$0.00
	materials -					$0.00	0.00%	$0.00	$0.00
	equipment -					$0.00	0.00%	$0.00	$0.00
	labor - Change Order 1	$70,120.88	$42,093.50	$28,027.38		$70,120.88	100.00%	$0.00	$7,012.09
	materials -					$0.00	0.00%	$0.00	$0.00
	equipment -					$0.00	0.00%	$0.00	$0.00
	labor - Change Order 2	($21,000.00)	($14,000.00)	($7,000.00)		($21,000.00)	100.00%	$0.00	($2,100.00)
		$56,428.88	$35,401.50	$21,027.38	$0.00	$56,428.88	100.00%	$0.00	$5,642.89
			$4,110,109.90	$329,613.48		$4,439,723.38			

CONTINUATION SHEET

Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Page _7_ of _2_ Pages

APPLICATION NUMBER: 1
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F 1	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	 THIS PERIOD	MATERIALS PRESENTLY STORED ON SITE (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH	RETAINAGE 10%
	materials -					$0.00	0.00%	$0.00	$0.00
	equipment -					$0.00	0.00%	$0.00	$0.00
	labor - Change Order 3	$978.00		$978.00		$978.00	100.00%	$0.00	$97.80
	materials -					$0.00	0.00%	$0.00	$0.00
	equipment -					$0.00	0.00%	$0.00	$0.00
	labor - Change Order 4	$8,445.00		$8,445.00		$8,445.00	100.00%	$0.00	$844.50
	materials -					$0.00	0.00%	$0.00	$0.00
	equipment -					$0.00	0.00%	$0.00	$0.00
	labor - Change Order 5	$8,506.25		$8,506.25		$8,506.25	100.00%	$0.00	$850.63
	materials -					$0.00	0.00%	$0.00	$0.00
	equipment -					$0.00	0.00%	$0.00	$0.00
						$0.00	0.00%	$0.00	$0.00
						$0.00	0.00%	$0.00	$0.00
						$0.00	0.00%	$0.00	$0.00
						$0.00	0.00%	$0.00	$0.00
						$0.00	0.00%	$0.00	$0.00
						$0.00	0.00%	$0.00	$0.00
						$0.00	0.00%	$0.00	$0.00
						$0.00	0.00%	$0.00	$0.00
						$0.00	0.00%	$0.00	$0.00
						$0.00	0.00%	$0.00	$0.00
						$0.00	0.00%	$0.00	$0.00
						$0.00	0.00%	$0.00	$0.00
						$0.00	0.00%	$0.00	$0.00
						$0.00	0.00%	$0.00	$0.00
						$0.00	0.00%	$0.00	$0.00
						$0.00	0.00%	$0.00	$0.00
						$0.00	0.00%	$0.00	$0.00
						$0.00	0.00%	$0.00	$0.00
						$0.00	0.00%	$0.00	$0.00
						$0.00	0.00%	$0.00	$0.00
						$0.00	0.00%	$0.00	$0.00

		$17,929.25	$0.00	$17,929.25	$0.00	$17,929.25	100.00%	$0.00	$1,792.93
			$4,074,708.40	$326,515.35		$4,401,223.75			

Line 11

AMERICAN WATER

BAXTER CONSTRUCTION CO LLC
TONY BAXTER
3225 Avenue N
Fort Madison IA 52627-3553

Quotation

Number/Date
20021606 / 01/13/2015
Reference no./Date

Delivery date
Day 01/13/2015
Cust. no.
310144
Validity period
01/13/2015 bis 02/28/2015
Company Code
1011
Company Code Name
Iowa-American Water Compa

We deliver according to the following conditions:
Terms of payment Within 30 days without deduction

Currency USD

Weights (gross/net) - Volume - Mark

MAIN EXTENSION DEPOSIT FOR 6,460' OF 12" DI PIPE IN ELMORE AVENUE EXTENSION PROJECT IN DAVENPORT, IA (D11-0201-P-0255)

Item	Material	Qty	Description	Price	Price unit		Value
000001	MI035		Advances for Construction Non-Services				
	Customer mat. no.		EXT DEPOSIT ELMORE AVE PROJECT				
		1 EA	335,790.80	USD		1 EA	335,790.80

Phase I	$155,420.20
Phase II	180,370.60
Total	$335,790.80

American Water, P.O. Box 822192, Philadelphia, PA 19182-2192, (866) 777-8426

Line 12

APPLICATION AND CERTIFICATE FOR PAYMENT

Electronic Pay Application (Instructions on reverse side)

TO: (Owner) Baxter Construction Co., LLC, 3225 Avenue N, Fort Madison, IA 52627

PROJECT: Elmore Avenue Extension

APPLICATION NO.: 20840

PERIOD TO: 11/21/2015

Distribution to: OWNER, ARCHITECT, CM

FROM: (SubContractor) MCCLURE ENG

CM: Baxter Construction Co., LLC

ARCHITECT

ARCHITECT'S PROJECT NO.: 14010

Contract for: 14010-01P

Contract Date: 6/3/2014

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$196,700.00
2. Net change by Change Orders		$14,750.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)		$211,450.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$211,450.00
5. RETAINAGE:		
a. _10_ % of Completed Work (Column D + E on G703)	$0.00	
b. _10__ % of Stored Material (Column F on G703)	$0.00	
Total Retainage (Line 5a + 5b or Total of Column I of G703		$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$211,450.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$209,250.00
8. CURRENT PAYMENT DUE		$2,200.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$0.00

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

CONTRACTOR:

By: _____ Date: 11/23/15

State Of Illinois
County Of Rock Island
Notary Public: Eloise E. Randleman
My Commission expires: 5/16/19

OFFICIAL SEAL
ELOISE E RANDLEMAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/16/19

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
Approved			
Number	Date Approved		
1	1/27/2015	$8,000.00	$0.00
2	3/10/2015	$5,500.00	$0.00
3	7/7/2015	$1,250.00	$0.00
		$0.00	$0.00
	TOTALS	$14,750.00	$0.00
Net change by Change Orders		$14,750.00	

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, informationand belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... _____

Construction Manager

By: _____ Date: _____

CONTINUATION SHEET

APPLICATION NUMBER: 20840
APPLICATION DATE: 11/23/2015
PERIOD TO: 11/21/2015
PROJECT NO: 14-010

Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

A	B	C	D	E	F.1	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED ON SITE (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH	RETAINAGE 10%
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
ELMORE - S OF VMP									
SURVEY							0.00%	$0.00	$0.00
	TOPO SURVEY	$2,400.00	$2,400.00			$2,400.00	100.00%	$0.00	$0.00
						$0.00	0.00%	$0.00	$0.00
SITE DESIGN	PRELIMINARY	$14,000.00	$14,000.00			$14,000.00	100.00%	$0.00	$0.00
						$0.00	0.00%	$0.00	$0.00
	CD	$33,000.00	$33,000.00			$33,000.00	100.00%	$0.00	$0.00
	BIDDING SERVICES	$2,000.00	$2,000.00			$2,000.00	100.00%	$0.00	$0.00
	REGULATORY	$2,700.00	$2,700.00			$2,700.00	100.00%	$0.00	$0.00
	CONSTRUCTION ADMIN	$10,000.00	$10,000.00			$10,000.00	100.00%	$0.00	$0.00
ELMORE - N VMP									
SURVEY	TOPO SURVEY	$5,200.00	$5,200.00			$5,200.00	100.00%	$0.00	$0.00
	BOUNDARY SURVEY	$3,400.00	$3,400.00			$3,400.00	100.00%	$0.00	$0.00
CO #2	WATER MAIN STAKING	$5,500.00	$5,500.00			$5,500.00	100.00%	$0.00	$0.00
CIVIL	PRELIMINARY DESIGN	$22,800.00	$22,800.00			$22,800.00	100.00%	$0.00	$0.00
	VMP INTERSECTION	$15,000.00	$15,000.00			$15,000.00	100.00%	$0.00	$0.00
	CONSTRUCTION DOCS	$53,700.00	$53,700.00			$53,700.00	100.00%	$0.00	$0.00
	BIDDING SERVICES	$4,000.00	$4,000.00			$4,000.00	100.00%	$0.00	$0.00
	REGULATORY	$6,500.00	$6,500.00			$6,500.00	100.00%	$0.00	$0.00
	CONSTRUCTION ADMIN	$22,000.00	$19,800.00	$2,200.00		$22,000.00	100.00%	$0.00	$0.00
CO #1	INTERSECTION REDESIGN	$8,000.00	$8,000.00			$8,000.00	100.00%	$0.00	$0.00
CO #3	MIDAMERICAN STAKING	$1,250.00	$1,250.00			$1,250.00	100.00%	$0.00	
		$211,450.00	$209,250.00	$2,200.00	$0.00	$211,450.00	100.00%	$0.00	$0.00

Line 13

APPLICATION AND CERTIFICATE FOR PAYMENT

(Instructions on reverse side)

TO (Owner): Baxter Construction Co., LLC, 3225 Avenue N, Fort Madison, IA 52627

PROJECT: Elmore Avenue Extension

APPLICATION NO.: 5

Distribution to: OWNER, ARCHITECT, CM

PERIOD TO: 11/3/2015

FROM (SubContractor): GEOMAX Soil Stabilization, 3011 Sierra Court SW, Iowa City, IA 52240

ARCHITECT'S PROJECT NO.: 14-010

ENGINNER: McClure Engineering Associates, Inc, 333 4th Avenue South, Clinton, IA 52732

Contract for: *14010-17S PHS 1 stabilization*

Contract Date: 6/26/2015

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 250,000.00
2. Net change by Change Orders		$41,485.36
3. CONTRACT SUM TO DATE (Line 1 +/- 2)		$291,485.36
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$291,485.36
5. RETAINAGE:		
a _10_ % of Completed Work (Column D + E on G703)	$0.00	
b _10_ % of Stored Material (Column F on G703)	$0.00	
Total Retainage (Line 5a + 5b or Total of Column I of G703		$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$291,485.36
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$262,336.82
8. CURRENT PAYMENT DUE		$29,148.54
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$0.00

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
Approved			
Number	Date Approved		
CO #1		$59,464.61	$0.00
CO #2		$0.00	($17,979.25)
		$0.00	$0.00
		$0.00	$0.00
	TOTALS	$59,464.61	($17,979.25)
Net change by Change Orders		$41,485.36	

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

CONTRACTOR

By: Jeffrey L. Mafoll Date: 11-2-15 11/3/2015

State Of: Iowa
County Of: Johnson
Notary Public: Deborah Clark
My Commission expires: 8/22/2017

DEBORAH CLARK
Commission Number 405516
My Commission Expires
August 22, 2017

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, informationand belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED _____

Construction Manager

By: _____ Date: _____

CONTINUATION SHEET

APPLICATION NUMBER: 1
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO: 14040

Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

A	B	C	D	E	F.1	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED ON SITE (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH	RETAINAGE 10%
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	General Conditions					$0.00	0.00%	$0.00	$0.00
	Bond					$0.00	0.00%	$0.00	$0.00
	Mobilization					$0.00	0.00%	$0.00	$0.00
	- materials	$118,158.27	$118,158.27			$118,158.27	100.00%	$0.00	$11,815.83
	equipment	$87,369.98	$87,369.98			$87,369.98	100.00%	$0.00	$8,737.00
	labor	$44,471.75	$44,471.75			$44,471.75	100.00%	$0.00	$4,447.18
	- materials	$27,948.37	$19,498.12	$8,450.25		$27,948.37	100.00%	$0.00	$2,794.84
	equipment	$20,812.61	$14,519.88	$6,292.73		$20,812.61	100.00%	$0.00	$2,081.26
	labor	$10,703.63	$7,467.36	$3,236.27		$10,703.63	100.00%	($0.00)	$1,070.36
	- materials	($8,450.25)		($8,450.25)		($8,450.25)	100.00%	$0.00	($845.03)
	equipment	($6,292.73)		($6,292.73)		($6,292.73)	100.00%	$0.00	($629.27)
	labor	($3,236.27)		($3,236.27)		($3,236.27)	100.00%	$0.00	($323.63)
		$291,485.36	$291,485.36	$0.00	$0.00	$291,485.36	100.00%	($0.00)	$29,148.54

Line 14

BAXTER CONSTRUCTION COMPANY, LLC
3225 AVENUE N - FORT MADISON - IA - 52627
319-372-7285 PHONE 319-372-2776 FAX

Invoice No.

INVOICE

Customer

Name ELMORE AVENUE EXTENSION
Address
City State IA ZIP
Phone

Misc

Date 11/20/2015
Order No.
Rep
FOB

Qty	Description	Unit Price	TOTAL
1	TEMP ROADS		
1	BOBCAT RENTAL (6 MONTHS @ $1500 PER MONTH)	$ 9,000.00	$ 9,000.00
1	CJ MOYNA (SEE ATTACHED)	$ 891.48	$ 891.48
		SubTotal	$ 9,891.48
		Shipping	
	Tax Rate(s)		
		TOTAL	$ 9,891.48

Payment Select One...

Comments
Name
CC #
Expires

Office Use Only

C.J. MOYNA & SONS

24412 Hwy 13
Elkader, IA 52043
PH: (563) 245-1442
FAX: (563) 245-1443

Moving the Earth Today for a Better Tomorrow

Job # 14010
PO/Contract# 00
Cost Code 01-3050/6/6152

CHANGE ORDER

DATE: 1/15/2015 Initialed
NUMBER: 2

TO: Baxter Construction Co. LLC
3225 Ave. N.
Fort Madison, IA
Attn: Brent Kempker

PROJECT: Elmore Ave, Phase I and Phase II
Project #: Phase I

DESCRIPTION OF WORK:

Purchase and deliver rock for a staging area located at Baxter's Job Trailer.

PRICING:

Item #	WORK PERFORMED	QTY	UNIT	UNIT PRICE	TOTAL
1	2" Clean Rock	40.26	TN	$ 20.13	$ 810.43
2	Prime Contractor Mark-up	40.26	TN	$ 2.01	$ 81.04
				TOTAL REQUEST:	$ 891.48

Note:

SUBMITTED BY:

(CJM)

1/15/2015
DATE

ACCEPTED BY:

(OWNER/CONTRACTOR)

DATE

Ready to pay. MJL 02.18.15

Line 15

BAXTER CONSTRUCTION COMPANY, LLC
3225 AVENUE N - FORT MADISON - IA - 52627
319-372-7285 PHONE 319-372-2776 FAX

Invoice No.

INVOICE

Customer

Name ELMORE AVENUE EXTENSION PHASE I
Address
City State IA ZIP
Phone

Misc

Date 11/20/2015
Order No.
Rep
FOB

Qty	Description	Unit Price	TOTAL
1	TEMP ELECTRIC		
1	MID AMERICAN ENERGY (SEE ATTACHED)	$ 2,165.92	$ 2,165.92
1	TRI CITY ELECTRIC (SEE ATTACHED)	$ 4,390.00	$ 4,390.00

SubTotal	$ 6,555.92
Shipping	
Tax Rate(s)	
TOTAL	$ 6,555.92

Payment Select One...

Comments
Name
CC #
Expires

Office Use Only

MidAmerican ENERGY
OBSESSIVELY, RELENTLESSLY AT YOUR SERVICE.

ACCOUNT NUMBER	DUE DATE	AMOUNT DUE
08490 - 61002	February 17, 2015	$188.60

Invoice Number: 610020115 Date: 01/26/15
Service Address: BAXTER CONSTRUCTION CO LLC
3130 E 67TH ST, TEMP
DAVENPORT IA 52807

Customer Service: 800-329-6261
PO Box 8020 Davenport IA 52808-8020
www.midamericanenergy.com

ACCOUNT SUMMARY

LAST BILL AMOUNT	PAYMENTS RECEIVED	AMOUNT DUE
$0.00	$0.00	$188.60

If payment is received after February 17, 2015, a late payment charge of $2.83 will be assessed on your next bill.

ELECTRIC CHARGES

Rate: GE General Energy — Winter

Meter No: S98527086	Company Reading	01/20/15	287
	Company Reading	01/16/15	0
	Total kWh		287

01/16/15 to 01/20/15 4 billing days 13.3% Prorate

Basic Service Charge		1.33
Energy Charge	287 x 0.07399	21.24
Phase-In Factor	287 x -0.00340	-0.98
Rate Equalization Factor	287 x 0.01706	4.90
Energy Adjustment Clause	287 x 0.00014	0.04
Transmission Cost Adjustment	287 x 0.00066	0.19
1.00% Local Option Tax		0.27
6.00% State Sales Tax		1.61
	Total	$28.60

Job # 14-010
PO/Contract# ~
Cost Code 01-3030/6/6156
Initialed JL

POST

OTHER CHARGES

Perm Underground Electric **$160.00**
Billed customer for electric service installed at premise, WR 2457464, questions call Karl Derrick at 309 793 3696

MESSAGE CENTER

If you have a question regarding your bill, service or another issue, please call us toll free at 800-329-6261. A business advantage associate is available Monday through Friday between 7 a.m. and 6 p.m. If you have an emergency and need assistance outside of regular business hours, you can reach us 24 hours a day, seven days a week at 888-427-5632. If you prefer to conduct business electronically, various online customer services are available at www.midamericanenergy.com. You may view tariff and rate schedule information on our website or at any of our customer office locations. If MidAmerican does not resolve your complaint, you may request assistance from the Iowa Utilities Board by calling 515-725-7321 or the toll-free number, 877-565-4450, writing to 1375 E. Court Avenue, Room 69, Des Moines, Iowa 50319-0069, or sending an email to customer@iub.iowa.gov.

Keep

Send **If payment is received after February 17, 2015, a late payment charge of $2.83 will be assessed on your next bill.**

MidAmerican ENERGY
OBSESSIVELY, RELENTLESSLY AT YOUR SERVICE.

ACCOUNT NUMBER	DUE DATE	AMOUNT DUE
08490 - 61002	February 17, 2015	$188.60

I want to contribute to Renewable Advantage
☐ Monthly ☐ One Time

$			
My Contribution	$5	$10	$20

IDF400270014/4010100110

********SCH 5-DIGIT 52623
BAXTER CONSTRUCTION CO LLC
3225 AVENUE N
FORT MADISON IA 52627-3553

MidAmerican Energy Company
PO Box 8020
Davenport IA 52808-8020
14 BG 13

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MidAmerican ENERGY
OBSESSIVELY, RELENTLESSLY AT YOUR SERVICE.

ACCOUNT NUMBER	DUE DATE	AMOUNT DUE
08490 - 61002	March 16, 2015	$739.48

Invoice Number: 610020215
Date: 02/20/15
Service Address: BAXTER CONSTRUCTION CO LLC
3130 E 67TH ST, TEMP
DAVENPORT IA 52807

Customer Service: 800-329-6261
PO Box 8020 Davenport IA 52808-8020
www.midamericanenergy.com

ACCOUNT SUMMARY

LAST BILL AMOUNT	PAYMENTS RECEIVED	AMOUNT DUE
$188.60	$188.60	$739.48

If payment is received after March 16, 2015, a late payment charge of $11.09 will be assessed on your next bill.

ELECTRIC CHARGES

Rate: GE General Energy — Winter

Meter No: S98527086			
Company Reading	02/18/15	9189
Company Reading	01/20/15	287
Total kWh		8,902

01/20/15 to 02/18/15 29 billing days

Basic Service Charge		10.00
Energy Charge	5,000 x 0 07396	369.80
Energy Charge	3,902 x 0.04679	182.57
Phase-In Factor	8,902 x -0 00340	-30 27
Rate Equalization Factor	8,902 x 0.01706	151.87
Energy Adjustment Clause	8,902 x 0 00014	1 25
Transmission Cost Adjustment	8,902 x 0 00066	5 88
1.00% Local Option Tax		6.91
6.00% State Sales Tax		41.47
	Total	$739.48

14010/6/01-3030/61576
R

MESSAGE CENTER

This month's *At Your Service* includes a Renewable Advantage quarterly report.

If you have a question regarding your bill, service or another issue, please call us toll free at 800-329-6261. A business advantage associate is available Monday through Friday between 7 a.m. and 6 p.m. If you have an emergency and need assistance outside of regular business hours, you can reach us 24 hours a day, seven days a week at 888-427-5632. If you prefer to conduct business electronically, various online customer services are available at www.midamericanenergy.com. You may view tariff and rate schedule information on our website or at any of our customer office locations. If MidAmerican does not resolve your complaint, you may request assistance from the Iowa Utilities Board by calling 515-725-7321 or the toll-free number, 877-565-4450, writing to 1375 E. Court Avenue, Room 69, Des Moines, Iowa 50319-0069, or sending an email to customer@iub.iowa.gov.

Keep

Send **If payment is received after March 16, 2015, a late payment charge of $11.09 will be assessed on your next bill.**

MidAmerican ENERGY
OBSESSIVELY, RELENTLESSLY AT YOUR SERVICE.

ACCOUNT NUMBER	DUE DATE	AMOUNT DUE
08490 - 61002	March 16, 2015	$739.48

I want to contribute to Renewable Advantage
☐ Monthly ☐ One Time

$ _____ My Contribution ☐ $5 ☐ $10 ☐ $20

IDF40052003/09010108110

**********3-DIGIT 526
BAXTER CONSTRUCTION CO LLC
3225 AVENUE N
FORT MADISON IA 52627-3553

MidAmerican Energy Company
PO Box 8020
Davenport IA 52808-8020
6 14 BG 13

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MidAmerican ENERGY
OBSESSIVELY, RELENTLESSLY AT YOUR SERVICE.

ACCOUNT NUMBER	DUE DATE	AMOUNT DUE
08490 - 61002	April 13, 2015	$653.10

Invoice Number: 610020315
Date: 03/20/15
Service Address: BAXTER CONSTRUCTION CO LLC
3130 E 67TH ST, TEMP
DAVENPORT IA 52807

Customer Service: 800-329-6261
PO Box 8020 Davenport IA 52808-8020
www.midamericanenergy.com

ACCOUNT SUMMARY

14010
01-3030/6/6156
R - 3/30/15

POSTED

LAST BILL AMOUNT	PAYMENTS RECEIVED	AMOUNT DUE
$739.48	$739.48	$653.10

If payment is received after April 13, 2015, a late payment charge of $9.80 will be assessed on your next bill.

ELECTRIC CHARGES

Rate: GE General Energy — Winter

Meter No: S98527086

Company Reading	03/20/15	17012
Company Reading	02/18/15	9189
Total kWh		7,823

02/18/15 to 03/20/15 30 billing days

Basic Service Charge		10.00
Energy Charge	5,000 x 0.07396	369.80
Energy Charge	2,823 x 0.04679	132.09
Phase-In Factor	7,823 x -0.00340	-26.60
Rate Equalization Factor	7,823 x 0.01706	133.46
Energy Adjustment Clause	7,823 x -0.00173	-13.53
Transmission Cost Adjustment	7,823 x 0.00066	5.16
1.00% Local Option Tax		6.10
6.00% State Sales Tax		36.62
	Total	$653.10

MESSAGE CENTER

Save some green. Visit www.midamericanenergy.com/ee to learn how MidAmerican Energy can help you save money on your energy bills.

If you have a question regarding your bill, service or another issue, please call us toll free at 800-329-6261. A business advantage associate is available Monday through Friday between 7 a.m. and 6 p.m. If you have an emergency and need assistance outside of regular business hours, you can reach us 24 hours a day, seven days a week at 888-427-5632. If you prefer to conduct business electronically, various online customer services are available at www.midamericanenergy.com. You may view tariff and rate schedule information on our website or at any of our customer office locations. If MidAmerican does not resolve your complaint, you may request assistance from the Iowa Utilities Board by calling 515-725-7321 or the toll-free number, 877-565-4450, writing to 1375 E. Court Avenue, Room 69, Des Moines, Iowa 50319-0069, or sending an email to customer@iub.iowa.gov.

Keep

Send

If payment is received after April 13, 2015, a late payment charge of $9.80 will be assessed on your next bill.

MidAmerican ENERGY
OBSESSIVELY, RELENTLESSLY AT YOUR SERVICE.

ACCOUNT NUMBER	DUE DATE	AMOUNT DUE
08490 - 61002	April 13, 2015	$653.10

I want to contribute to Renewable Advantage

☐ Monthly ☐ One Time

$ _____ My Contribution ☐ $5 ☐ $10 ☐ $20

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**********3-DIGIT 526
BAXTER CONSTRUCTION CO LLC
3225 AVENUE N
FORT MADISON IA 52627-3553

MidAmerican Energy Company
PO Box 8020
Davenport IA 52808-8020
14 BG 13

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MidAmerican ENERGY
OBSESSIVELY. RELENTLESSLY AT YOUR SERVICE.

14-010

ACCOUNT NUMBER	DUE DATE	AMOUNT DUE
08490 - 61002	May 12, 2015	$327.29

Invoice Number: 610020415
Service Address: BAXTER CONSTRUCTION CO LLC
3130 E 67TH ST, TEMP
DAVENPORT IA 52807

Date: 04/20/15

Customer Service: 800-329-6261
PO Box 8020 Davenport IA 52808-8020
www.midamericanenergy.com

ACCOUNT SUMMARY

LAST BILL AMOUNT	PAYMENTS RECEIVED	AMOUNT DUE
$653.10	$653.10	$327.29

If payment is received after May 12, 2015, a late payment charge of $4.91 will be assessed on your next bill.

ELECTRIC CHARGES

Rate GE General Energy — Winter

Meter No: S98527086

Company Reading	04/20/15	20420
Company Reading	03/20/15	17012
Total kWh		3,408

03/20/15 to 04/20/15 31 billing days

Basic Service Charge		10.00
Energy Charge	3,408 x 0.07396	252.06
Phase-In Factor	3,408 x -0.00340	-11.59
Rate Equalization Factor	3,408 x 0.01706	58.14
Energy Adjustment Clause	3,408 x -0.00173	-5.90
Transmission Cost Adjustment	3,408 x 0.00093	3.17
1.00% Local Option Tax		3.06
6.00% State Sales Tax		18.35
	Total	$327.29

MESSAGE CENTER

The summer billing period is approaching. MidAmerican Energy's electric base rates are divided into summer and winter pricing. The summer billing period is June through September. MidAmerican Energy's costs to produce electricity increase in the summer, therefore the price we charge customers during these months also increases. We encourage customers to take steps to budget accordingly.

If you have a question regarding your bill, service or another issue, please call us toll free at **800-329-6261**. A business advantage associate is available Monday through Friday between 7 a.m. and 6 p.m. If you have an emergency and need assistance outside of regular business hours, you can reach us 24 hours a day, seven days a week at **888-427-5632**. If you prefer to conduct business electronically, various online customer services are available at www.midamericanenergy.com. You may view tariff and rate schedule information on our website or at any of our customer office locations. If MidAmerican does not resolve your complaint, you may request assistance from the Iowa Utilities Board by calling 515-725-7321 or the toll-free number, 877-565-4450, writing to 1375 E. Court Avenue, Room 69, Des Moines, Iowa 50319-0069, or sending an email to customer@iub.iowa.gov.

Elmore

Keep

Send **If payment is received after May 12, 2015, a late payment charge of $4.91 will be assessed on your next bill.**

MidAmerican ENERGY
OBSESSIVELY. RELENTLESSLY AT YOUR SERVICE.

ACCOUNT NUMBER	DUE DATE	AMOUNT DUE
08490 - 61002	May 12, 2015	$327.29

I want to contribute to Renewable Advantage

☐ Monthly ☐ One Time

$ _____ My Contribution ☐ $5 ☐ $10 ☐ $20

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**********3-DIGIT 526
BAXTER CONSTRUCTION CO LLC
3225 AVENUE N
FORT MADISON IA 52627-3553

MidAmerican Energy Company
PO Box 8020
Davenport IA 52808-8020
4 14 BG 13

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MidAmerican ENERGY
OBSESSIVELY, RELENTLESSLY AT YOUR SERVICE.

ACCOUNT NUMBER	DUE DATE	AMOUNT DUE
08490 - 61002	June 10, 2015	$257.45

Invoice Number: 610020515
Date: 05/19/15
Service Address: BAXTER CONSTRUCTION CO LLC
3130 E 67TH ST, TEMP
DAVENPORT IA 52807

Customer Service: 800-329-6261
PO Box 8020 Davenport IA 52808-8020
www.midamericanenergy.com,

ACCOUNT SUMMARY

14-010
013030/6/61560
N

POSTED

LAST BILL AMOUNT	PAYMENTS RECEIVED	AMOUNT DUE
$327.29	$327.29	$257.45

If payment is received after June 10, 2015, a late payment charge of $3.86 will be assessed on your next bill.

ELECTRIC CHARGES

Rate: GE General Energy — Winter

Meter No: S98527086	Company Reading	05/19/15	23076
	Company Reading	04/20/15	20420
	Total kWh		2,656

04/20/15 to 05/19/15 29 billing days

Basic Service Charge		10.00
Energy Charge	2,656 x 0 07396	196.44
Phase-In Factor	2,656 x -0.00340	-9.03
Rate Equalization Factor	2,656 x 0 01706	45.31
Energy Adjustment Clause	2,656 x -0.00173	-4 59
Transmission Cost Adjustment	2,656 x 0 00093	2 47
1 00% Local Option Tax		2.41
6 00% State Sales Tax		14 44
	Total	$257.45

MESSAGE CENTER

The summer billing period is approaching. MidAmerican Energy's electric base rates are divided into summer and winter pricing. The summer billing period is June through September. MidAmerican Energy's costs to produce electricity increase in the summer, therefore the price we charge customers during these months also increases. We encourage customers to take steps to budget accordingly, because with the new rate structure in your state, the difference between summer and winter charges is now greater.

If you have a question regarding your bill, service or another issue, please call us toll free at 800-329-6261. A business advantage associate is available Monday through Friday between 7 a.m. and 6 p.m. If you have an emergency and need assistance outside of regular business hours, you can reach us 24 hours a day, seven days a week at 888-427-6632. If you prefer to conduct business electronically, various online customer services are available at www.midamericanenergy.com. You may view tariff and rate schedule information on our website or at any of our customer office locations. If MidAmerican does not resolve your complaint, you may request assistance from the Iowa Utilities Board by calling 515-725-7321 or the toll-free number, 877-565-4450, writing to 1375 E. Court Avenue, Room 69, Des Moines, Iowa 50319-0069, or sending an email to customer@iub.iowa.gov.

Keep

Send **If payment is received after June 10, 2015, a late payment charge of $3.86 will be assessed on your next bill.**

MidAmerican ENERGY
OBSESSIVELY, RELENTLESSLY AT YOUR SERVICE.

ACCOUNT NUMBER	DUE DATE	AMOUNT DUE
08490 - 61002	June 10, 2015	$257.45

I want to contribute to Renewable Advantage
☐ Monthly ☐ One Time

$			
My Contribution	$5	$10	$20

IDF501400025720101 0C110

**********3-DIGIT 526
BAXTER CONSTRUCTION CO LLC
3225 AVENUE N
FORT MADISON IA 52627-3553

MidAmerican Energy Company
PO Box 8020
Davenport IA 52808-8020
6 7 14 BG 13

0100084906100290000002574500000026131000000000005

ACCOUNT NUMBER	DUE DATE	AMOUNT DUE
08490 - 61002	June 10, 2015	$257.45

Invoice Number: 610020515 Date: 05/19/15
Service Address: BAXTER CONSTRUCTION CO LLC
3130 E 67TH ST, TEMP
DAVENPORT IA 52807

Customer Service: 800-329-6261
PO Box 8020 Davenport IA 52808-8020
www.midamericanenergy.com

USAGE PROFILE

ELECTRIC USAGE PROFILE				
PERIOD	DAYS	AVG COST PER DAY	AVG USE PER DAY	AVG TEMP
05/2015	29	$8.87	91.59 kWh	58
05/2014	0	$0.00	0.00 kWh	56

Log into your Web account at www.midamericanenergy.com to view and download additional usage information. If you don't have a Web account, simply set one up as a new user.

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 141604

To Owner: Baxter Construction
3225 Ave N.

Madison, WI 52627

Project: 010-0206 Baxter Construction - temp power for casino
PO 14010-12P

Application No.: 1
Application Date: 1/19/2015
Period To:

Distribution to:
- [ ] Owner
- [ ] Architect
- [ ] Contractor
- [ ]
- [ ]

From Contractor: Tri-City Electric Company of Via Architect:
6225 N Brady Street
Davenport, IA 52806

Project Nos:

Contract For:

Contract Date:

POSTED

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum		$4,390.00
2. Net Change By Change Order		$0.00
3. Contract Sum To Date		$4,390.00
4. Total Completed and Stored To Date		$4,390.00
5. Retainage:		
a. 0.00% of Completed Work	$0.00	
b. 0.00% of Stored Material	$0.00	
Total Retainage		$0.00
6. Total Earned Less Retainage		$4,390.00
7. Less Previous Certificates For Payments		$0.00
8. Current Payment Due		$4,390.00
9. Balance To Finish, Plus Retainage		$0.00

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	$0.00	$0.00
Total Approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
Net Changes By Change Order	$0.00	

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

CONTRACTOR: Tri-City Electric Company of Iowa

By: [signature] Date: 1/19/15

State of: Iowa County of: Scott
Subscribed and sworn to before me this 19 day of January 2015
Notary Public: Nicole M. Mesick
My Commission expires:

NICOLE M. MESICK
Commission Number 786366
My Commission Expires
9/13/15

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED $ 4,390.00

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

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Ready to pay. MJR 02.18.15

CONTINUATION SHEET

Application and Certification for Payment, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 1
Application Date : 1/19/2015
To:
Architect's Project No.:

Invoice # : 141604 Contract : 010-0206 Baxter Construction - temp power for casino

A Item No.	B Description of Work	C Scheduled Value	D Work Completed From Previous Application (D+E)	E Work Completed This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
1	Baxter Construction - PO 14010-12P	4,390.00	0.00	4,390.00	0.00	4,390.00	100.00%	0.00	
	Grand Totals	4,390.00	0.00	4,390.00	0.00	4,390.00	100.00%	0.00	0.00

Line 16

BAXTER CONSTRUCTION COMPANY, LLC
3225 AVENUE N - FORT MADISON - IA - 52627
319-372-7285 PHONE 319-372-2776 FAX

Invoice No.

INVOICE

Customer

Name ELMORE AVENUE EXTENSION PHASE I
Address
City State IA ZIP
Phone

Misc

Date 11/20/2015
Order No.
Rep
FOB

Qty	Description	Unit Price	TOTAL
1	TEMP TOILETS		
1	THE OUTHOUSE (SEE ATTACHED)	$ 1,437.43	$ 1,437.43
		SubTotal	$ 1,437.43
		Shipping	
	Tax Rate(s)		
		TOTAL	$ 1,437.43

Payment Select One...

Comments
Name
CC #
Expires

Office Use Only

PS3 Enterprises, Inc (The Dog House)
PO Box 396
Blue Grass, IA 52726
Telephone: (563) 381-1643
Fax: (563) 381-1887

Invoice

POSTED

Number: 66462
Date: 01-Mar-2015
P.O. Number: 14010-14P

BILL TO 82
Baxter Construction
3225 Avenue N
Fort Madison, IA 52627

JOB SITE 4451
I74 & Veterans Park Way
Elmore Avenue Extension
Davenport, IA

Job Number:
Accounting ID:
Last Payment Date
23-Dec-2013

From =>	To	Duration	Unit/Service Type	Quantity	Price/Per	Tax?	Extension
19-Feb-2015 >	28-Feb-2015	10	Construction Toilet Rental	1	$74.00	☑	$26.43

Job # 14-010
PO Contract# 14P
Cost Code 013040/6-/6154
Initialed JL

Job Site Balances		Taxable	Tax Rate	Tax	Description		
Current:	$100.43	$26.43	0	$0.00	New Construction Iowa	Subtotal NonTaxed:	$0.00
30-Day:	$0.00					Subtotal Taxable:	$26.43
60-Day:	$0.00	$0.00		$0.00	No Tax on Service	Subtotal Tax:	$0.00
90-Day+:	$0.00					Current Invoice Total:	$26.43
Total:	**$100.43**	Terms: Upon Receipt		+/- Chrg or Pymt:	$0.00	**Please Pay:**	**$26.43**

Thank you for your business!

From:
Baxter Construction
3225 Avenue N
Fort Madison, IA 52627

Please detach here and return the bottom portion with your payment.

Invoice No.	Date	Current Amount
66462	01-Mar-2015	$26.43
	Please Pay:	**$26.43**

To:

PS3 Enterprises, Inc
PO Box 396
Blue Grass, IA 52726

If you would like to pay using your credit card, please fill in the following information:

Credit Card Number _____ Date Expires _____ Sec Cd _____

Signature _____ Amount to Pay or leave blank to pay in full _____

☐ Check to enroll in auto-pay

PS3 Enterprises, Inc
PO Box 396
Blue Grass, IA 52726
Telephone: (563) 381-1643
Fax: (563) 381-1887

Invoice

POSTED

Number: 66048
Date: 01-Feb-2015
P.O. Number: 14010-14P

BILL TO 82
Baxter Construction
3225 Avenue N
Fort Madison, IA 52627

JOB SITE 4451
I74 & Veterans Park Way
Elmore Avenue Extension
Davenport, IA

Job Number:
Accounting ID:
Last Payment Date
23-Dec-2013

From =>	To	Duration	Unit/Service Type	Quantity	Price/Per	Tax?	Extension
19-Jan-2015 >	18-Feb-2015	31	Construction Toilet Rental	1	$74.00	✓	$74.00

	Taxable Amount	Tax Rate	Tax	Description
Rental:	$74.00	0	$0.00	New Construction Iowa
Service:	$0.00		$0.00	No Tax on Service

Subtotal NonTaxed:	$0.00
Subtotal Taxable:	$74.00
Subtotal Tax:	$0.00
Current Invoice Total:	$74.00
Please Pay:	**$74.00**

Payment Terms: Upon Receipt
+/- Chrg or Pymt: $0.00

Thank you for your business!

From:
Baxter Construction
3225 Avenue N
Fort Madison, IA 52627

Please detach here and return the bottom portion with your payment.

Invoice No.	Date	Current Amount
66048	01-Feb-2015	$74.00
	Please Pay:	**$74.00**

To:

PS3 Enterprises, Inc
PO Box 396
Blue Grass, IA 52726

If you would like to pay using your credit card, please fill in the following information:

Credit Card Number _____ Date Expires _____ Sec Cd _____

Signature _____ Amount to Pay or leave blank to pay in full _____

☐ Check to enroll in auto-pay

PS3 Enterprises, Inc (The Out house)
PO Box 396
Blue Grass, IA 52726
Telephone: (563) 381-1643
Fax: (563) 381-1887

14010-14P
01-3040-G/6156
TL 4-1-15

Invoice

Number: 66854
Date: 01-Apr-2015
P.O. Number: 14010-14P

BILL TO 82
Baxter Construction
3225 Avenue N
Fort Madison, IA 52627

JOB SITE 4451
I74 & Veterans Park Way
Elmore Avenue Extension
Davenport, IA

POSTED

Job Number:
Accounting ID:
Last Payment Date
20-Mar-2015

From =>	To	Duration	Unit/Service Type	Quantity	Price/Per	Tax?	Extension
01-Mar-2015 >	31-Mar-2015	31	Construction Toilet Rental	1	$74.00	✓	$74.00

Job Site Balances		Taxable	Tax Rate	Tax	Description		
Current:	$74.00	$74.00	0	$0.00	New Construction Iowa	Subtotal NonTaxed:	$0.00
30-Day:	$0.00					Subtotal Taxable:	$74.00
60-Day:	$0.00	$0.00		$0.00	No Tax on Service	Subtotal Tax:	$0.00
90-Day+:	$0.00					Current Invoice Total:	$74.00
Total:	**$74.00**	Terms: Upon Receipt		+/- Chrg or Pymt:	$0.00	**Please Pay:**	**$74.00**

Thank you for your business!

From:
Baxter Construction
3225 Avenue N
Fort Madison, IA 52627

Please detach here and return the bottom portion with your payment.

Invoice No.	Date	Current Amount
66854	01-Apr-2015	$74.00
	Please Pay:	**$74.00**

To:

PS3 Enterprises, Inc
PO Box 396
Blue Grass, IA 52726

If you would like to pay using your credit card, please fill in the following information:

Credit Card Number _____ Date Expires _____ Sec Cd _____

Signature _____ Amount to Pay or leave blank to pay in full _____

☐ Check to enroll in auto-pay

PS3 Enterprises, Inc — The Outhouse

PO Box 396 14010

Blue Grass, IA 52726

Telephone: (563) 381-1643

Fax: (563) 381-1887

POSTED

Invoice

Number: 67964

Date: 01-Jun-2015

P.O. Number: 14010-14P

BILL TO 82

Baxter Construction

3225 Avenue N

Fort Madison, IA 52627

JOB SITE 4451

I74 & Veterans Park Way

Elmore Avenue Extension

Davenport, IA

Job Number:

Accounting ID:

Last Payment Date

07-Apr-2015

From =>	To	Duration	Unit/Service Type	Quantity	Price/Per	Tax?	Extension
01-May-2015 >	31-May-2015	31	Construction Toilet Rental	1	$74.00	☑	$74.00
01-May-2015 >	31-May-2015	31	Construction Toilet Rental	1	$74.00	☑	$74.00
01-May-2015 >	31-May-2015	31	Handicap Toilet Rental	1	$95.00	☑	$95.00

Job Site Balances		Taxable	Tax Rate	Tax	Description		
Current:	$317.00	$243.00	0	$0.00	New Construction Iowa	Subtotal NonTaxed:	$0.00
30-Day:	$0.00					Subtotal Taxable:	$243.00
60-Day:	$0.00	$0.00		$0.00	No Tax on Service	Subtotal Tax:	$0.00
90-Day+:	$0.00					Current Invoice Total:	$243.00
Total:	**$317.00**	Terms: Upon Receipt		+/- Chrg or Pymt:	$0.00	**Please Pay:**	**$243.00**

Thank you for your business!

From:

Baxter Construction
3225 Avenue N
Fort Madison, IA 52627

Please detach here and return the bottom portion with your payment.

Invoice No.	Date	Current Amount
67964	01-Jun-2015	$243.00
	Please Pay:	**$243.00**

To:

PS3 Enterprises, Inc

PO Box 396

Blue Grass, IA 52726

If you would like to pay using your credit card, please fill in the following information:

Credit Card Number Date Expires Sec Cd

Signature

☐ Check to enroll in auto-pay

Amount to Pay or leave blank to pay in full

PS3 Enterprises, Inc
PO Box 396
Blue Grass, IA 52726
Telephone: (563) 381-1643
Fax: (563) 381-1887

POSTED

Invoice

Number: 67320
Date: 01-May-2015
P.O. Number: 14010-14P

BILL TO 82
Baxter Construction
3225 Avenue N
Fort Madison, IA 52627

JOB SITE 4451
I74 & Veterans Park Way
Elmore Avenue Extension
Davenport, IA

Job Number:
Accounting ID:
Last Payment Date
07-Apr-2015

From =>	To	Duration	Unit/Service Type	Quantity	Price/Per	Tax?	Extension
01-Apr-2015	> 30-Apr-2015	30	Construction Toilet Rental	1	$74.00	☑	$74.00

Rate	Description
0	New Construction

Subtotal Taxable Rental:	$74.00
Rental Tax:	$0.00
Current Invoice Total:	$74.00
Please Pay:	**$74.00**

Payment Terms: Upon Receipt

PAST DUE

If you would like to pay using your credit card, please fill in the following information:

Credit Card Number
Cd
Date Expires
Sec

Thank you for your business!

Signature
Amount to Pay or leave blank to pay in full

☐ Check to enroll in auto-pay

PS3 Enterprises, Inc
PO Box 396
Blue Grass, IA 52726
Telephone: (563) 381-1643
Fax: (563) 381-1887

Invoice

Number: 67321
Date: 01-May-2015
P.O. Number: 14010-14P

BILL TO 82
Baxter Construction
3225 Avenue N
Fort Madison, IA 52627

JOB SITE 4613
I-74 & Veterans Parkway Customer's Trailer
Elmore Ave. Extension
Davenport, IA

Job Number:
Accounting ID:
Last Payment Date
07-Apr-2015

From =>	To	Duration	Unit/Service Type	Quantity	Price/Per	Tax?	Extension
13-Apr-2015	> 13-Apr-2015	1	Miscellaneous Service Filling of fresh water in customer owned office trailer - 1x a week service	1	$150.00	☐	$150.00
13-Apr-2015	> 30-Apr-2015	1	Misc Pumping Pumping of waste water tank in customer owned office trailer - 1x a week service	1	$186.00	☐	$186.00

Subtotal NonTaxed: $336.00
Current Invoice Total: $336.00
Please Pay: $336.00

POSTED

Payment Terms: Upon Receipt

PAST DUE

If you would like to pay using your credit card, please fill in the following information:

Credit Card Number
Cd
Date Expires
Sec

Thank you for your business!

Signature
Amount to Pay or leave blank to pay in full

☐ Check to enroll in auto-pay

PS3 Enterprises, Inc
PO Box 396
Blue Grass, IA 52726
Telephone: (563) 381-1643
Fax: (563) 381-1887

Invoice

Number: 69297
Date: 01-Jul-2015
P.O. Number:

BILL TO 82
Baxter Construction
3225 Avenue N
Fort Madison, IA 52627

JOB SITE 4613
I-74 & Veterans Parkway Customer's Trailer
Elmore Ave. Extension
Davenport, IA

Last Payment Date

Job Number: Accounting ID:

From =>	To	Duration	Unit/Service Type	Quantity	Price/Per	Tax?	Extension
01-Jun-2015	> 30-Jun-2015	30	Miscellaneous Service Fresh Water Fills 6/2, 6/9 6/16, 6/23, 6/30 Regular scheduled fills	5	$50.00	☐	$250.00

	Taxable Amount	Tax Rate	Tax	Description
Rental:	$0.00	0	$0.00	New Construction Iowa
Service:	$0.00		$0.00	No Tax on Service

Subtotal NonTaxed:	$250.00
Subtotal Taxable:	$0.00
Subtotal Tax:	$0.00
Current Invoice Total:	$250.00
Please Pay:	**$250.00**

Payment Terms: Upon Receipt +/- Chrg or Pymt: $0.00

Thank you for your business!

From:
Baxter Construction
3225 Avenue N
Fort Madison, IA 52627

Please detach here and return the bottom portion with your payment.

Invoice No.	Date	Current Amount
69297	01-Jul-2015	$250.00
	Please Pay:	**$250.00**

If you would like to pay using your credit card, please fill in the following information:

To:

PS3 Enterprises, Inc
PO Box 396
Blue Grass, IA 52726

Credit Card Number Date Expires Sec
Cd

Signature

Amount to Pay or leave blank to pay in full

☐ Check to enroll in auto-pay

PS3 Enterprises, Inc
PO Box 396
Blue Grass, IA 52726
Telephone: (563) 381-1643
Fax: (563) 381-1887

14-010

POSTED

Invoice

Number: 68711
Date: 01-Jul-2015
P.O. Number: 14010-14P

BILL TO 82
Baxter Construction
3225 Avenue N
Fort Madison, IA 52627

JOB SITE 4613
I-74 & Veterans Parkway Customer's Trailer
Elmore Ave. Extension
Davenport, IA

Job Number:
Accounting ID:
Last Payment Date
17-Jun-2015

From =>	To	Duration	Unit/Service Type	Quantity	Price/Per	Tax?	Extension
01-Jun-2015 >	30-Jun-2015	1	Misc Pumping Pumping of waste water tank in customer owned office trailer - 1x a week service 6/1, 6/8, 6/15, 6/22, 6/30	1	$310.00	☐	$310.00
05-Jun-2015 >	05-Jun-2015	1	Miscellaneous Service Fill fresh water tank per Brents request.	1	$50.00	☐	$50.00

Job Site Balances		Taxable	Tax Rate	Tax	Description		
Current:	$808.00	$0.00	0	$0.00	New Construction Iowa	Subtotal NonTaxed:	$360.00
30-Day:	$336.00					Subtotal Taxable:	$0.00
60-Day:	$0.00	$0.00		$0.00	No Tax on Service	Subtotal Tax:	$0.00
90-Day+:	$0.00					Current Invoice Total:	$360.00
Total:	**$1,144.00**	Terms: Upon Receipt		+/- Chrg or Pymt:	$0.00	**Please Pay:**	**$360.00**

Thank you for your business!

From:
Baxter Construction
3225 Avenue N
Fort Madison, IA 52627

Please detach here and return the bottom portion with your payment.

Invoice No.	Date	Current Amount
68711	01-Jul-2015	$360.00
	Please Pay:	**$360.00**

If you would like to pay using your credit card, please fill in the following information:

To:

PS3 Enterprises, Inc
PO Box 396
Blue Grass, IA 52726

Credit Card Number
Cd
Date Expires
Sec

Signature

☐ Check to enroll in auto-pay

Amount to Pay
or leave blank
to pay in full

Line 18

BAXTER CONSTRUCTION COMPANY, LLC
3225 AVENUE N - FORT MADISON - IA - 52627
319-372-7285 PHONE 319-372-2776 FAX

Invoice No.

INVOICE

Customer

Name ELMORE AVENUE EXTENSION PHASE I
Address
City State IA ZIP
Phone

Misc

Date 11/20/2015
Order No.
Rep
FOB

Qty	Description	Unit Price	TOTAL
1	SAFETY		
1	ZEE MEDICAL (SEE ATTACHED)	$ 246.56	$ 246.56
1	R&J QUALITY DECALING	$ 623.92	$ 623.92
1	STEVE BISHOP (4 HOURS @ $69 PER HOUR)	$ 276.00	$ 276.00
		SubTotal	$ 1,146.48
		Shipping	
	Tax Rate(s)		
		TOTAL	$ 1,146.48

Payment Select One...

Comments
Name
CC #
Expires

Office Use Only

14010
01-5500/6/6152
TL 11/06/15

POSTED

INVOICE

ZEE MEDICAL INC.
P.O. BOX 204683
DALLAS TX 75320
877-275-4933

PAGE 1
DATE 04/28/2015
TIME 16:30:29

DIANE LEUCK ext522 38/038/38 ORDER/INVOICE# 0158691174
Alt: / / P.O.# 14 010

BILL TO # 016643
BAXTER CONSTRUCTION
6700 ELMER
DAVENPORT IA 52806-
319-372-7285

SHIP TO# 016643
BAXTER CONSTRUCTION
6700 ELMER
DAVENPORT IA 52806-
319-372-7285
KEN BRUECK

PART #	QTY	DESCRIPTION	$PRICE	$EXTENDED	TAX
0001	1	CABINET CLEANED/ORGANIZED	.00	.00	*T
0216	1	ANTISEPTIC SPRAY, NON-AEROSOL, 2 OZ	8.15	8.15	T
0743	1	BNDG-NON-LTX LG PATCH, 25/BX	10.45	10.45	T
2629	1	EYE WASH, STERILE 1 OZ, 2/UNIT	12.05	12.05	T
5103	1	CLEAN N SAFE TOWELETTES 120/BX	21.60	21.60	*T
LOCATION#	1	LOCATION DESCRIPTION - CONFRENCE TRAIL	SUBTOTAL:	52.25	
0001	1	CABINET CLEANED/ORGANIZED	.00	.00	*T
0001D	1	CHECKED EXPIRED PRODUCTS	.00	.00	*T
3044	1	GLOVE-NTRL PWDR EXAM 2PR/BAG, L	3.50	3.50	T
1801	1	3-ANTIBIOTIC OINT 0.9 GM 25/BX (ZEE)	11.55	11.55	T
0944	2	ELASTIC ROLLER GAUZE-N/S 3IN X 4.5 Y	4.45	8.90	T
5103	1	CLEAN N SAFE TOWELETTES 120/BX	21.60	21.60	*T
LOCATION#	2	LOCATION DESCRIPTION - OFFICE	SUBTOTAL:	45.55	
0001	1	CABINET CLEANED/ORGANIZED	.00	.00	*T
0001D	1	CHECKED EXPIRED PRODUCTS	.00	.00	*T
0606	1	EYE WASH, STERILE 4 OZ. (ZEE)	9.30	9.30	T
2629	1	EYE WASH, STERILE 1 OZ, 2/UNIT	12.05	12.05	T
0944	1	ELASTIC ROLLER GAUZE-N/S 3IN X 4.5 Y	4.45	4.45	T
0216	1	ANTISEPTIC SPRAY, NON-AEROSOL, 2 OZ	8.15	8.15	T
1417	1	PAIN-AID 100/BX (ZEE)	17.60	17.60	T
LOCATION#	3	LOCATION DESCRIPTION - NORTH TRAILER	SUBTOTAL:	51.55	
0001	1	CABINET CLEANED/ORGANIZED	.00	.00	*T
0001D	1	CHECKED EXPIRED PRODUCTS	.00	.00	*T
2629	1	EYE WASH, STERILE 1 OZ, 2/UNIT	12.05	12.05	T

I N V O I C E

ZEE MEDICAL INC.
P.O. BOX 204683
DALLAS TX 75320
877-275-4933

PAGE 2
DATE 04/28/2015
TIME 16:30:29

DIANE LEUCK ext522 38/038/38 ORDER/INVOICE# 0158691174
Alt: / / P.O.# 14 010

PART #	QTY	DESCRIPTION	$PRICE	$EXTENDED	TAX
1801	1	3-ANTIBIOTIC OINT 0.9 GM 25/BX (ZEE)	11.55	11.55	T
1817	1	HYDRO CREAM 1.0%, 0.9 GM 25/BX (ZEE)	11.90	11.90	T
0944	1	ELASTIC ROLLER GAUZE-N/S 3IN X 4.5 Y	4.45	4.45	T
0370	1	TAPE, ELASTIC 1IN X 5 YD. SPOOL	8.80	8.80	T
2651	1	WATER-JEL BURN JEL 6/BX,WRAPPED	11.55	11.55	T
0608	1	EYE & SKIN BUF. FLUSHING SOL. 8 OZ	14.30	14.30	T
9900	1	HANDLING	6.95	6.95	N

LOCATION# 4 LOCATION DESCRIPTION - N TRAILER SUBTOTAL: 81.55

* SAFETY:	43.20
FIRST AID:	187.70
NONTAXABLE:	6.95
TAXABLE:	223.95
SUBTOTAL:	230.90
TAX 1:	15.66
TAX 2:	.00
TOTAL	246.56

ON ACCOUNT

SIGNATURE DATE: 04/28/2015

K Brueck RN

PRINT NAME: BRUECK

ASK US ABOUT FIRST AID AND AED PROGRAMS
THANK YOU FOR YOUR BUSINESS!!
INVOICE IS CONFIDENTIAL - MAY BE SUBJECT TO LATE FEES

R & J Quality Decaling, Inc.
2597 233rd ST
Fort Madison, IA 52627

INVOICE

Date	Invoice #
1/16/2015	8981

Bill To
Frank Baxter Gen. Contr. 3225 Ave N Ft. Madison, IA 52627

P.O. No.	Terms	Due Date
	Net 30	2/15/2015

Description	Quantity	Rate	Amount
Hard hat prints Elmore Avenue 001 - 100	100	1.10	110.00T
Three each of "No Trespassing Violators etc" & "Site & Trailer surveillance" 2' x 4' signs	6	78.85	473.10T

Thank you for your business.

Subtotal	$583.10
Sales Tax (7.0%)	$40.82
Total	$623.92

Line 19

EnviroNET, Inc.

ENVIRONET INC.
@ One River Place Building
1225 East River Drive #130
Davenport, IA 52803-5752

(563)323-2262x5752
molly@environetmidwest.com
http://www.environetmidwest.com

Invoice

Date	Invoice No.
09/03/2014	14ESA439
Terms	**Due Date**
Net 15	09/18/2014

Bill To Baxter

Rhythm City Casino
c/o Ken Bonnet
3184 Hwy 22
Riverside, IA 52327

Amount Due	Enclosed
$2,500.00	

Please detach top portion and return with your payment.

P.O. Number	Sales Rep
Contract 08-15-2014	SJS 140095.2

Activity	Amount
Charges	
• Services are complete for development of a Phase I Environmental Site Assessment satisfying All Appropriate Inquiry as defined in the ASTM Standard #1527-13 for you on behalf of Rhythm city Casino for real property approximately 20 acres of land located southwest of the intersection of Interstate 80 and Interstate 74, in Davenport, IA. Parcel B, 10.01 acres (Pond site yet to be constructed); Parcel J, 2.90 acres (Western portion of planned extension of Elmore Rd.); Parcel K, 2.56 acres (Center portion of planned extension of Elmore Rd.); and Parcel P, 5.09 acres (Eastern curved portion of planned Elmore Rd.). We trust the ESA Report meets with your approval. We are available to discuss the report with you at your convenience.	2,500.00
Total	$2,500.00

Thank you for choosing EnviroNET! We appreciate your business.

We accept Credit Cards

molly@environetmidwest.com

EIN # 42-1495715

Line 20

BAXTER CONSTRUCTION COMPANY, LLC
3225 AVENUE N - FORT MADISON - IA - 52627
319-372-7285 PHONE 319-372-2776 FAX

Invoice No.

INVOICE

Customer

Name: ELMORE AVENUE EXTENSION PHASE I
Address:
City: State IA ZIP
Phone:

Misc

Date: 11/20/2015
Order No.:
Rep:
FOB:

Qty	Description	Unit Price	TOTAL
1	COSESCO PERMIT		
1	CITY OF DAVENPORT	$ 21,137.50	$ 21,137.50

SubTotal	$ 21,137.50
Shipping	
Tax Rate(s)	
TOTAL	$ 21,137.50

Payment Select One...

Comments:
Name:
CC #:
Expires:

Office Use Only

COSESCO PERMIT

PUBLIC WORKS DEPARTMENT
NATURAL RESOURCES DIVISION
DAVENPORT, IOWA
563.888.2173

Permit Number: **NRC001282**
Job Address: **7000 ELMORE AVE**

Issue Date: 11/12/2014
Expiration Date: 11/12/2015

Permission is hereby given to:
Contractor: BAXTER CONSTRUCTION on 11/12/2014

To be used as: COMMERCIAL
Class of work: GRADING
Parcel #:
Legal Description:

Valuation:

Owner Name & Address: BAXTER CONSTRUCTION COMPANY LLC
3225 AVENUE NORTH
FORT MADISON IA 52627

Const. Type/Sq Ft:
Occupancy Load:
Geo Thermal Y/N: N

COMMENTS:
SCHEDULE A PRE-CONSTRUCTION INSPECTION OF SEDIMENT AND EROSION CONTROLS BEFORE BEGINNING CONSTRUCTION. ELMORE AVENUE EXTENSION PHASE I. PHASE II WILL NEED A SEPERATE PERMIT.

This permit is issued on the express condition that the above work shall conform in all respects to the statements certified to in the application for such permit, and that all work shall be done in accordance with all applicable zoning, building, electrical, land use, excavating, plumbing and mechanical ordinances of the City of Davenport and the State of Iowa. FAILURE TO IDENTIFY A CODE DEFICIENCY DURING THIS REVIEW OF THE APPLICATION FOR A BUILDING PERMIT DOES NOT GIVE THE PERMIT APPLICANT THE RIGHT TO VIOLATE THE CODE. THE FINAL INSTALLATION MUST BE IN CONFORMANCE WITH THE CODE. I or we further certify that we have read and understand the requirements of this permit and that all statements made by us in securing this permit are true and complete to the best of our knowledge.

TOTAL FEES: $21,137.50

Inspector

Licensed Contractor/Owner

BAXTER CONSTRUCTION
3225 AVENUE N
FORT MADISON IA 52627

Line 21

BAXTER CONSTRUCTION COMPANY, LLC
3225 AVENUE N - FORT MADISON - IA - 52627
319-372-7285 PHONE 319-372-2776 FAX

Invoice No.

INVOICE

Customer

Name: ELMORE AVENUE EXTENSION PHASE I
Address:
City: State IA ZIP
Phone:

Misc

Date: 11/20/2015
Order No.:
Rep:
FOB:

Qty	Description	Unit Price	TOTAL
1	PERMITS		
1	IOWA DNR (SEE ATTACHED)	$ 275.00	$ 275.00
1	CITY OF DAVENPORT (SEE ATTACHED)	$ 2,755.00	$ 2,755.00

SubTotal	$ 3,030.00
Shipping	
Tax Rate(s)	
TOTAL	$ 3,030.00

Payment Select One...

Comments
Name
CC #
Expires

Office Use Only

IOWA DEPARTMENT OF NATURAL RESOURCES
Wastewater Disposal System Construction Permit
Application Fee Form

OWNER: BAXTER CONSTRUCTION COMPANY LLC ADDRESS: 3225 AVE N, FORT MADISON, IA 52627	32-3202 POSTED
PROJECT IDENTIFICATION: ELMORE AVE EXTENSION PHASE 2 **$100 Fee enclosed** X	IDNR Cashier's Use Only 0945-542-NPDE-0570

Please sign and return this form with a check or money order payable to "Iowa Department of Natural Resources". Place it and the check or money order on top of other Construction Permit Application documents.

Effective beginning July 1, 2006, Applications for Construction Permits for wastewater disposal systems required by Iowa Code 455B.173 and rules in Iowa Administrative Code 567 IAC 64, must be accompanied by the fee required by Iowa Code 455B.197 and Iowa Administrative Code 567 IAC 64.16(3)"c".

The fee is $100 for each application, regardless of project size and project type including sanitary sewers, pump stations, treatment units or a combination thereof. The fee shall be submitted with the certified engineering documents necessary to apply for a construction permit (plans, specifications and related application schedules A, F, and G as well as the appropriate schedules identified on page 2 of Schedule A). The construction permitting process is initiated as planning for construction begins. Planning coordination and submittal of preliminary engineering reports or facility plans precedes submittal of technical documents necessary to constitute a construction permit application. The application fee is not necessary when submitting a planning document but must accompany construction permit application documents. A fee should accompany each permit application **received on or after July 1, 2006.**

Failure to submit a fee with the application may delay the processing of a construction permit. If you have any questions regarding the application fee, please contact Ronda Hensley at 515/281-8982 or Ronda.Hensley@dnr.iowa.gov

Signature of owner or representative _____

Telephone or email contact 319-371-4628

Send with application to:

Iowa Department of Natural Resources, Wastewater Engineering Section
Wallace State Office Building
502 East 9th Street
Des Moines, IA 50319

August 2013

McClure
Engineering Associates, Inc.

TRANSMITTAL

FROM:
- ☐ Corporate Office • 4700 Kennedy Drive • East Moline, IL 61244 • (309) 792-9305 • (800) 346-8848 • Fax (309) 792-8974
- ☐ Davenport Office • One River Place, Suite 106 • 1225 E. River Drive • Davenport, IA 52803 • (563) 322-2421 • Fax (563) 322-1331
- ☐ Macomb Division • P.O. Box 593 • 714 E. Jackson • Macomb, IL 61455 • (309) 833-4594 • Fax (309) 837-4909
- ☐ Milwaukee Division • 5417 North 118th Court • Milwaukee, WI 53225 • (414) 616-4880 • Fax (414) 616-4885
- ☐ Ottawa Division • 1138 Columbus Street • Ottawa, IL 61350 • (815) 433-2080 • Fax (815) 433-5930
- ☒ Quad City Division • 4700 Kennedy Drive • East Moline, IL 61244 • (309) 792-9350 • Fax (309) 792-8974
- ☐ Rockford Division • 7282 Argus Drive • Rockford, IL 61107 • (815) 398-2332 • Fax (815) 398-2496
- ☐ Waukegan Division • 2728 Grand Avenue • Waukegan, IL 60085 • (847) 336-7100 • Fax (847) 336-7155
- ☐ _____

TO: Baxter Construction Company
Attn: Steve Leavitt
904 Walnut , Suite 101
Des Moines, IA. 50309

DATE: November 11, 2014
RE: Elmore Avenue Sanitary Permit
MEAI Project # 01-28-14-150

WE ARE SENDING YOU: ☒ Attached ☐ Under separate cover

Via: Mail

COPIES	DATE	NO.	DESCRIPTION
1			Application Fee Form
1			Sewage Treatment Agreement
1			Schedule A

THESE ARE TRANSMITTED AS CHECKED: (if enclosures are not as listed, please notify us at once.)

- ☐ As requested
- ☐ For review and comment
- ☐ For approval
- ☒ For signature
- ☐ Approved as submitted
- ☐ Approved as noted
- ☐ Returned for corrections
- ☒ For your use
- ☐ Prints returned after loan to us

REMARKS: Steve – Enclosed are the IADNR Wastewater permit forms that need to be completed. Please sign the documents and And return them to our office with the permit fee ($100) via check. Any questions please let me know.

Thank you,

COPY TO: MEAI Files

SIGNED: Brent O. Morlok, P.E.
Sr. Project Manager

PAYMENT NOTICE OF

PERMIT FEE FOR

STORM WATER DISCHARGE

GENERAL PERMIT NO. 2

IDNR CASHIER'S USE ONLY
0253-542-SW08-0581

Authorization no.: 25880-25643

Facility name:
RHYTHM CITY CASINO - CONSTRUCTION

FOR: RHYTHM CITY CASINO - CONSTRUCTION
JERSEY RIDGE RD. & VETERANS MEMORIAL PARKWAY
ELMORE AVE. EXTENDED NORTH OF VETERANS MEMORIAL PARKWAY
DAVENPORT, SCOTT COUNTY, IA

IOWA DNR AUTHORIZATION NUMBER: IA - 25880-25643

POSTED

- ☑ Annual Permit Fee $175.00 (per year) Maximum coverage is 1 year.
- ☐ 3-Year Permit Fee $350.00 Maximum coverage is 3 years.
- ☐ 4-Year Permit Fee $525.00 Maximum coverage is 4 years.
- ☐ 5-Year Permit Fee $700.00 Maximum coverage is 5 years.

14-010
01-7960/6 /6158
R 7/6/15

NPDES storm water general permit authorizations can now be renewed using an online application process. The online application and renewal process begins at:

https://programs.iowadnr.gov/stormwater/pages/eAppConfirm.aspx

If you wish to renew by mail, send a check or money order made payable to "Iowa Department of Natural Resources" for the fee payment checked above together with this Payment Notice to:

Storm Water Coordinator
Iowa Department of Natural Resources
502 E. 9th Street
Des Moines, IA 50319-0034

Send permit fee and this Payment Notice no later than August 22, 2015.

Fields of Opportunities

STATE OF IOWA

TERRY E. BRANSTAD, GOVERNOR
KIM REYNOLDS, LT. GOVERNOR

DEPARTMENT OF NATURAL RESOURCES
CHUCK GIPP, DIRECTOR

DEPARTMENT OF NATURAL RESOURCES
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
NOTICE OF GENERAL PERMIT COVERAGE UNDER
GENERAL PERMIT NO. 2

STORM WATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITY

This notice of general permit coverage for a storm water discharge associated with construction activity is issued pursuant to the authority of section 402 (b) of the Clean Water Act (U.S.C. 1342(b)), Iowa Code 455B.174, and subrule 567--64.4(2), Iowa Administrative Code. A Notice of Intent has been filed with the Iowa Department of Natural Resources that this storm water discharge complies with the terms and conditions of NPDES General Permit No. 2. Authorization is hereby issued to discharge storm water associated with industrial activity as defined in Part VIII of the Iowa Department of Natural Resources NPDES General Permit No. 2 in accordance with the terms and conditions set forth in the permit.

Owner: **STEVE LEAVITT**
904 WALNUT STREET, SUITE 101
DES MOINES IA 50309
(515)288-1030

Permit Coverage Issued To:

ELMORE AVENUE EXTENSION PROJECT- CONSTRUCTION
JERSEY RIDGE RD. AND VETERANS MEMORIAL PARKWAY
ELMORE AVE. EXTENDED NORTH OF VETERANS MEMORIAL PARKWAY
in DAVENPORT, SCOTT COUNTY
located at

1/4 Section	Section	Township	Range
NW & SW-5, NE & SE	6	78N	4E

Coverage Provided Through: **8/22/2015**
NPDES Permit Discharge Authorization Number: **25880 - 25643**
Discharge Authorization Date: **8/22/2014**

Project Description: CONSTRUCTION OF CASINO FACILITY, INCLUDING GRADING AND ROADWAY CONSTRUCTION 230 ACRES

COSESCO PERMIT
PUBLIC WORKS DEPARTMENT
NATURAL RESOURCES DIVISION
DAVENPORT, IOWA
563.888.2173

Permit Number: **NRC001303**
Job Address: **7000 ELMORE AVE**

Issue Date: 12/30/2014
Expiration Date: 12/30/2015

Permission is hereby given to:
Contractor: BAXTER CONSTRUCTION on 12/30/2014

To be used as: COMMERCIAL
Class of work: COMMERCIAL
Parcel #:
Legal Description:

Valuation:

Owner Name & Address: BAXTER CONSTRUCTION COMPANY LLC
3225 AVENUE NORTH
FORT MADISON IA 52627

Const. Type/Sq Ft:
Occupancy Load:
Geo Thermal Y/N: N

COMMENTS:
SCHEDULE A PRE-CONSTRUCTION INSPECTION OF SEDIMENT AND EROSION CONTROLS BEFORE BEGINNING CONSTRUCTION. ELMORE AVE EXTENSION PHASE 2.

BY:

This permit is issued on the express condition that the above work shall conform in all respects to the statements certified to in the application for such permit, and that all work shall be done in accordance with all applicable zoning, building, electrical, land use, excavating, plumbing and mechanical ordinances of the City of Davenport and the State of Iowa. FAILURE TO IDENTIFY A CODE DEFICIENCY DURING THIS REVIEW OF THE APPLICATION FOR A BUILDING PERMIT DOES NOT GIVE THE PERMIT APPLICANT THE RIGHT TO VIOLATE THE CODE. THE FINAL INSTALLATION MUST BE IN CONFORMANCE WITH THE CODE. I or we further certify that we have read and understand the requirements of this permit and that all statements made by us in securing this permit are true and complete to the best of our knowledge.

TOTAL FEES: $2,755.00

Inspector

Licensed Contractor/Owner

BAXTER CONSTRUCTION
3225 AVENUE N
FORT MADISON IA 52627

Line 22

BAXTER CONSTRUCTION COMPANY, LLC
3225 AVENUE N - FORT MADISON - IA - 52627
319-372-7285 PHONE 319-372-2776 FAX

Invoice No.

INVOICE

Customer

Name: ELMORE AVENUE EXTENSION PHASE I
Address:
City: State IA ZIP
Phone:

Misc

Date: 11/20/2015
Order No.:
Rep:
FOB:

Qty	Description	Unit Price	TOTAL
1	REPRODUCTION		
1	PLAN COPIES (244 COPIES @ .64 PER COPY)	$ 156.16	$ 156.16
1	PLAN COPIES (2 COPIES @ .23 PER COPY)	$ 0.46	$ 0.46
1	VADA LAMPE (.53 HRS @ $81.85 PER HOUR)	$ 43.38	$ 43.38

SubTotal	$ 200.00
Shipping	
Tax Rate(s)	
TOTAL	$ 200.00

Payment Select One...

Comments:
Name:
CC #:
Expires:

Office Use Only

Lines 24 + 25

BAXTER CONSTRUCTION COMPANY, LLC
3225 AVENUE N
FORT MADISON, IA 52627

Invoice Date	Customer ID
11-20-15	BCC

ELMORE AVENUE EXTENSION PHASE I

CONSTRUCTION COSTS $6,912,542.98

CM GC, OVERHEAD & PROFIT (10% OF CONSTRUCTION COSTS PER CONTRACT)	$691,254.30
DEVELOPER FEES (5% OF CONSTRUCTION COSTS PER CONTRACT)	345,627.15

Amount Billed	$1,036,881.45
	==========

Line 26

OMB NO. 2502-0265

A.

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

SETTLEMENT STATEMENT

B. TYPE OF LOAN:

1. ☐ FHA 2. ☐ FmHA 3. ☐ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS.

6. FILE NUMBER: 14088873

7. LOAN NUMBER: N/A

8. MORTGAGE INS CASE NUMBER:

C. NOTE: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

1.0 3/06 (14088873.PFD/14088873/38)

D. NAME AND ADDRESS OF BORROWER:

Baxter Construction Co, LLC

E. NAME AND ADDRESS OF SELLER:

QC Equity Investments, LLC

F. NAME AND ADDRESS OF LENDER:

G. PROPERTY LOCATION:
Parcels K, P & B

Scott County, Iowa

H. SETTLEMENT AGENT:
Meridian Title Company

PLACE OF SETTLEMENT
423 17th Street
Rock Island, Il 61201

I. SETTLEMENT DATE:
November 6, 2014

J. SUMMARY OF BORROWER'S TRANSACTION

100. GROSS AMOUNT DUE FROM BORROWER:	
101. Contract Sales Price	1,421,600.00
102. Personal Property	
103. Settlement Charges to Borrower (Line 1400)	407.00
104.	
105.	
Adjustments For Items Paid By Seller in advance	
106. City/Town Taxes to	
107. County Taxes to	
108. Assessments to	
109.	
110.	
111.	
112.	
120. GROSS AMOUNT DUE FROM BORROWER	1,422,007.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:	
201. Deposit or earnest money	
202. Principal Amount of New Loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
Adjustments For Items Unpaid By Seller	
210. City/Town Taxes to	
211. County Taxes to	
212. Assessments to	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. TOTAL PAID BY/FOR BORROWER	
300. CASH AT SETTLEMENT FROM/TO BORROWER:	
301. Gross Amount Due From Borrower (Line 120)	1,422,007.00
302. Less Amount Paid By/For Borrower (Line 220)	( )
303. CASH (X FROM) (TO) BORROWER	1,422,007.00

K. SUMMARY OF SELLER'S TRANSACTION

400. GROSS AMOUNT DUE TO SELLER:	
401. Contract Sales Price	1,421,600.00
402. Personal Property	
403.	
404.	
405.	
Adjustments For Items Paid By Seller in advance	
406. City/Town Taxes to	
407. County Taxes to	
408. Assessments to	
409.	
410.	
411.	
412.	
420. GROSS AMOUNT DUE TO SELLER	1,421,600.00
500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
501. Excess Deposit (See Instructions)	
502. Settlement Charges to Seller (Line 1400)	4,649.40
503. Existing loan(s) taken subject to	
504. Payoff First Mortgage	
505. Payoff Second Mortgage	
506.	
507.	
508.	
509.	
Adjustments For Items Unpaid By Seller	
510. City/Town Taxes to	
511. County Taxes to	
512. Assessments to	
513.	
514.	
515.	
516.	
517.	
518. Wire Fee to Meridian Title Company	
519.	
520. TOTAL REDUCTION AMOUNT DUE SELLER	4,649.40
600. CASH AT SETTLEMENT TO/FROM SELLER:	
601. Gross Amount Due To Seller (Line 420)	1,421,600.00
602. Less Reductions Due Seller (Line 520)	(4,649.40
603. CASH (X TO) (FROM) SELLER	1,416,950.60

L. SETTLEMENT CHARGES

		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price	$ @ %		
Division of Commission (line 700) as Follows:			
701. $ to			
702. $ to			
703. Commission Paid at Settlement			
704. to			
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			
801. Loan Origination Fee % to			
802. Loan Discount % to			
803. Appraisal Fee to			
804. Credit Report to			
805. Lender's Inspection Fee to			
806. Mortgage Ins. App. Fee to			
807. Commitment Fee to			
808. Processing Fee			
809. Document Preparation Fee			
810. Flood Certification Fee			
811. Tax Service Fee			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901. Interest From to @ $ /day (days %)			
902. Mortgage Insurance Premium for months to			
903. Hazard Insurance Premium for 1.0 years to			
904.			
905.			
1000. RESERVES DEPOSITED WITH LENDER			
1001. Hazard Insurance	@ $ per		
1002. Mortgage Insurance	@ $ per		
1003. City/Town Taxes	@ $ per		
1004. County Taxes	@ $ per		
1005. Assessments	@ $ per		
1006.	@ $ per		
1007. Flood Insurance	@ $ per		
1008. Aggregate Adjustment	@ $ per		
1100. TITLE CHARGES			
1101. Settlement or Closing Fee to			
1102. Settlement or Closing Fee to Meridian Title Company		150.00	150.0
1103. Title Examination Update to Meridian Title Company			200.0
1104. Title Insurance Binder to			
1105. Seller Attorney Fee to Michael A. Koury, Attorney at Law	POC:S		
1106. Buyer Attorney Fee to Richard Fehseke, Attorney at Law	POC:B		
1107. Wire In Fee to Meridian Title Company		25.00	
(includes above item numbers:	)		
1108. Title Insurance to Meridian Title Company			1,425.0
(includes above item numbers:	)		
1109. Lender's Coverage $			
1110. Owner's Coverage $ 1,421,600.00	1,425.00		
1111. Title Search Fee to Meridian Title Company			600.0
1112. Post Closing Search & Record to Meridian Title Company		200.00	
1113. Meridian Title Company			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201. Recording Fees: Deed $ 32.00 ; Mortgage $; Releases $		32.00	
1202. City/County Tax/Stamps: Deed ; Mortgage			
1203. State Tax/Stamps: Deed 2,274.40 ; Mortgage			2,274.4
1204.			
1205.			
1300. ADDITIONAL SETTLEMENT CHARGES			
1301. Survey to			
1302. Pest Inspection to			
1303.			
1304.			
1305.			
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)		407.00	4,649.4

Certified to be a true copy.

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

Borrower: Baxter Construction Co, LLC
Seller: QC Equity Investments, LLC
Settlement Agent: Meridian Title Company
(309)794-9300
Place of Settlement: 423 17th Street
Rock Island, Il 61201
Settlement Date: November 6, 2014
Property Location: Parcels K, P & B
Scott County, Iowa

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Baxter Construction Co, LLC
BY: _____

QC Equity Investments, LLC
BY: _____

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

_____
Meridian Title Company
Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

OMB NO. 2502-0265

A.

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

SETTLEMENT STATEMENT

B. TYPE OF LOAN:

1. ☐ FHA 2. ☐ FmHA 3. ☐ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS.

6. FILE NUMBER: 14088871

7. LOAN NUMBER: N/A

8. MORTGAGE INS CASE NUMBER:

C. NOTE: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

1.0 3/96 (14088871.PFD/14088871G7)

D. NAME AND ADDRESS OF BORROWER:

Baxter Construction Company, LLC

E. NAME AND ADDRESS OF SELLER:

Quick Fix Auto, L.L.C.

F. NAME AND ADDRESS OF LENDER:

G. PROPERTY LOCATION:

Parcels J

Scott County, Iowa

H. SETTLEMENT AGENT:

Meridian Title Company

PLACE OF SETTLEMENT

423 17th Street

Rock Island, Il 61201

I. SETTLEMENT DATE:

November 6, 2014

J. SUMMARY OF BORROWER'S TRANSACTION

100. GROSS AMOUNT DUE FROM BORROWER:		
101. Contract Sales Price		232,000.00
102. Personal Property		
103. Settlement Charges to Borrower (Line 1400)		347.00
104.		
105.		
Adjustments For Items Paid By Seller in advance		
106. City/Town Taxes	to	
107. County Taxes	to	
108. Assessments	to	
109.		
110.		
111.		
112.		
120. GROSS AMOUNT DUE FROM BORROWER		232,347.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		
201. Deposit or earnest money		
202. Principal Amount of New Loan(s)		
203. Existing loan(s) taken subject to		
204.		
205.		
206.		
207.		
208.		
209.		
Adjustments For Items Unpaid By Seller		
210. City/Town Taxes	to	
211. County Taxes	to	
212. Assessments	to	
213.		
214.		
215.		
216.		
217.		
218.		
219.		
220. TOTAL PAID BY/FOR BORROWER		
300. CASH AT SETTLEMENT FROM/TO BORROWER:		
301. Gross Amount Due From Borrower (Line 120)		232,347.00
302. Less Amount Paid By/For Borrower (Line 220)		( )
303. CASH (X FROM) (TO) BORROWER		232,347.00

K. SUMMARY OF SELLER'S TRANSACTION

400. GROSS AMOUNT DUE TO SELLER:		
401. Contract Sales Price		232,000.00
402. Personal Property		
403.		
404.		
405.		
Adjustments For Items Paid By Seller in advance		
406. City/Town Taxes	to	
407. County Taxes	to	
408. Assessments	to	
409.		
410.		
411.		
412.		
420. GROSS AMOUNT DUE TO SELLER		232,000.00
500. REDUCTIONS IN AMOUNT DUE TO SELLER:		
501. Excess Deposit (See instructions)		
502. Settlement Charges to Seller (Line 1400)		1,398.9
503. Existing loan(s) taken subject to		
504. Payoff First Mortgage		
505. Payoff Second Mortgage		
506.		
507.		
508.		
509.		
Adjustments For Items Unpaid By Seller		
510. City/Town Taxes	to	
511. County Taxes	to	
512. Assessments	to	
513.		
514.		
515.		
516.		
517.		
518. Wire Fee to Meridian Title Company		25.0
519.		
520. TOTAL REDUCTION AMOUNT DUE SELLER		1,423.9
600. CASH AT SETTLEMENT TO/FROM SELLER:		
601. Gross Amount Due To Seller (Line 420)		232,000.0
602. Less Reductions Due Seller (Line 520)		(1,423.9
603. CASH (X TO) (FROM) SELLER		230,576.1

L. SETTLEMENT CHARGES

		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price $ @ %			
Division of Commission (line 700) as Follows:			
701. $ to			
702. $ to			
703. Commission Paid at Settlement			
704. to			
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			
801. Loan Origination Fee % to			
802. Loan Discount % to			
803. Appraisal Fee to			
804. Credit Report to			
805. Lender's Inspection Fee to			
806. Mortgage Ins. App. Fee to			
807. Commitment Fee to			
808. Processing Fee			
809. Document Preparation Fee			
810. Flood Certification Fee			
811. Tax Service Fee			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901. Interest From to @ $ /day (days %)			
902. Mortgage Insurance Premium for months to			
903. Hazard Insurance Premium for 1.0 years to			
904.			
905.			
1000. RESERVES DEPOSITED WITH LENDER			
1001. Hazard Insurance	@ $ per		
1002. Mortgage Insurance	@ $ per		
1003. City/Town Taxes	@ $ per		
1004. County Taxes	@ $ per		
1005. Assessments	@ $ per		
1006.	@ $ per		
1007. Flood Insurance	@ $ per		
1008. Aggregate Adjustment	@ $ per		
1100. TITLE CHARGES			
1101. Settlement or Closing Fee to			
1102. Settlement or Closing Fee to Meridian Title Company		150.00	150.0
1103. Title Examination Update to Meridian Title Company			200.0
1104. Title Insurance Binder to			
1105. Seller Attorney Fee to Michael A. Koury, Attorney at Law	POC : S		
1106. Buyer Attorney Fee to Richard Fehseke, Attorney at Law	POC:B		
1107. Wire In Fee to Meridian Title Company		25.00	
(includes above item numbers:	)		
1108. Title Insurance to Meridian Title Company			478.5
(includes above item numbers:	)		
1109. Lender's Coverage $			
1110. Owner's Coverage $ 232,000.00	478.50		
1111. Title Search Fee to Meridian Title Company			200.0
1112. Post Closing Search & Record to Meridian Title Company		150.00	
1113. Meridian Title Company			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201. Recording Fees: Deed $ 22.00 ; Mortgage $;	Releases $	22.00	
1202. City/County Tax/Stamps: Deed ; Mortgage			
1203. State Tax/Stamps: Deed 370.40 ; Mortgage			370.4
1204.			
1205.			
1300. ADDITIONAL SETTLEMENT CHARGES			
1301. Survey to			
1302. Pest Inspection to			
1303.			
1304.			
1305.			
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)		347.00	1,398.9

Certified to be a true copy.

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

Borrower: Baxter Construction Company, LLC
Seller: Quick Fix Auto, L.L.C.
Settlement Agent: Meridian Title Company
(309)794-9300
Place of Settlement: 423 17th Street
Rock Island, Il 61201
Settlement Date: November 6, 2014
Property Location: Parcels J
Scott County, Iowa

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Baxter Construction Company, LLC

BY: _____

Quick Fix Auto, L.L.C.

BY: _____

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

_____
Meridian Title Company
Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Line 27

ELMORE AVENUE EXTENSION

INTEREST PAID TO DATE:

Phase I	$196,317.74
Phase II	$54,420.00
Total	$250,737.74

Phase I

Estimated Interest, Legal and Accounting yet to be due	$100,000.00

Line 28

DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$12,200,000.00	12-19-2014	12-19-2015	30952401			***	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing **** has been omitted due to text length limitations.

Borrower: Baxter Construction Company, LLC
3225 Avenue N
Fort Madison, IA 52627

Lender: Fort Madison Bank & Trust Co.
636 Avenue G
P.O. Box 329
Fort Madison, IA 52627
(319) 372-5164

LOAN TYPE. This is a Fixed Rate (5.250%) Nondisclosable Draw Down Line of Credit Loan to a Limited Liability Company for $12,200,000.00 due on December 19, 2015.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

☐ Personal, Family, or Household Purposes or Personal Investment.

☒ Business (Including Real Estate Investment).

SPECIFIC PURPOSE. The specific purpose of this loan is: Elmore Avenue Extension in Davenport.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of $12,200,000.00 as follows:

Other Disbursements: $12,200,000.00 Available to Advance	$12,200,000.00
Note Principal:	$12,200,000.00

CHARGES PAID IN CASH. Borrower has paid or will pay in cash as agreed the following charges:

Prepaid Finance Charges Paid in Cash: $61,000.00 Origination Fee	$61,000.00
Other Charges Paid in Cash: $73.50 Recording/ County Recorder $5,000.00 Appraisal/Roy R. Fisher $1,642,354.00 Land Purchase $150,500.00 McClure Engineering $4,900.00 Environet $21,237.00 Conseco Permits $100.00 Iowa DNR $495.00 Appraisal/Independent Appraisal Management, LLC $4,598.00 Ahlers & Cooney, P.C. $15,167.50 Attorney Fees/Fehsekse	$1,844,525.00
Total Charges Paid in Cash:	$1,905,525.00

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS DISBURSEMENT REQUEST AND AUTHORIZATION AND ALL OTHER DOCUMENTS RELATING TO THIS DEBT.

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED DECEMBER 19, 2014.

BORROWER:

BAXTER CONSTRUCTION COMPANY, LLC

By: _____
Paul Anthony Baxter, President & Sole Manager of
Baxter Construction Company, LLC

The highlighted amounts above and below equal the total closing cost of $87,030.50

Phase I	$63,599.74
Phase II	23,430.76
Total	$87,030.50
	========

PLEASE DETACH THIS PORTION AND RETAIN FOR YOUR RECORDS.

BAXTER CONSTRUCTION COMPANY, LLC
FORT MADISON, IOWA 52627

1001

DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT	DEDUCTION	BALANCE
3-13-15	43568	LEGAL	87.50		87.50
3-13-15	43611	LEGAL	696.50		696.50

CHECK DATE	3-16-15	CHECK NUMBER	10011	TOTALS	784.00		784.00

BAXTER CONSTRUCTION COMPANY, LLC
PH: (319) 372-7285
3225 AVENUE N
FORT MADISON, IOWA 52627

SAVANNA-THOMSON STATE BANK 70-1622
SAVANNA & THOMSON, ILLINOIS 711

1001

ay: **********Seven hundred eighty-four dollars and no cents

DATE	CHECK NO.	AMOUNT
March 16, 2015	10011	$********784.00

PAY TO THE ORDER OF

FEHSEKE & GRAY LAW OFFICES
1023 AVE. G
FORT MADISON, IA 52627

⑈010012⑈ ⑆071116224⑆ 31⑈810⑈ 2⑈

BAXTER CONSTRUCTION COMPANY, LLC
FORT MADISON, IOWA 52627

1001

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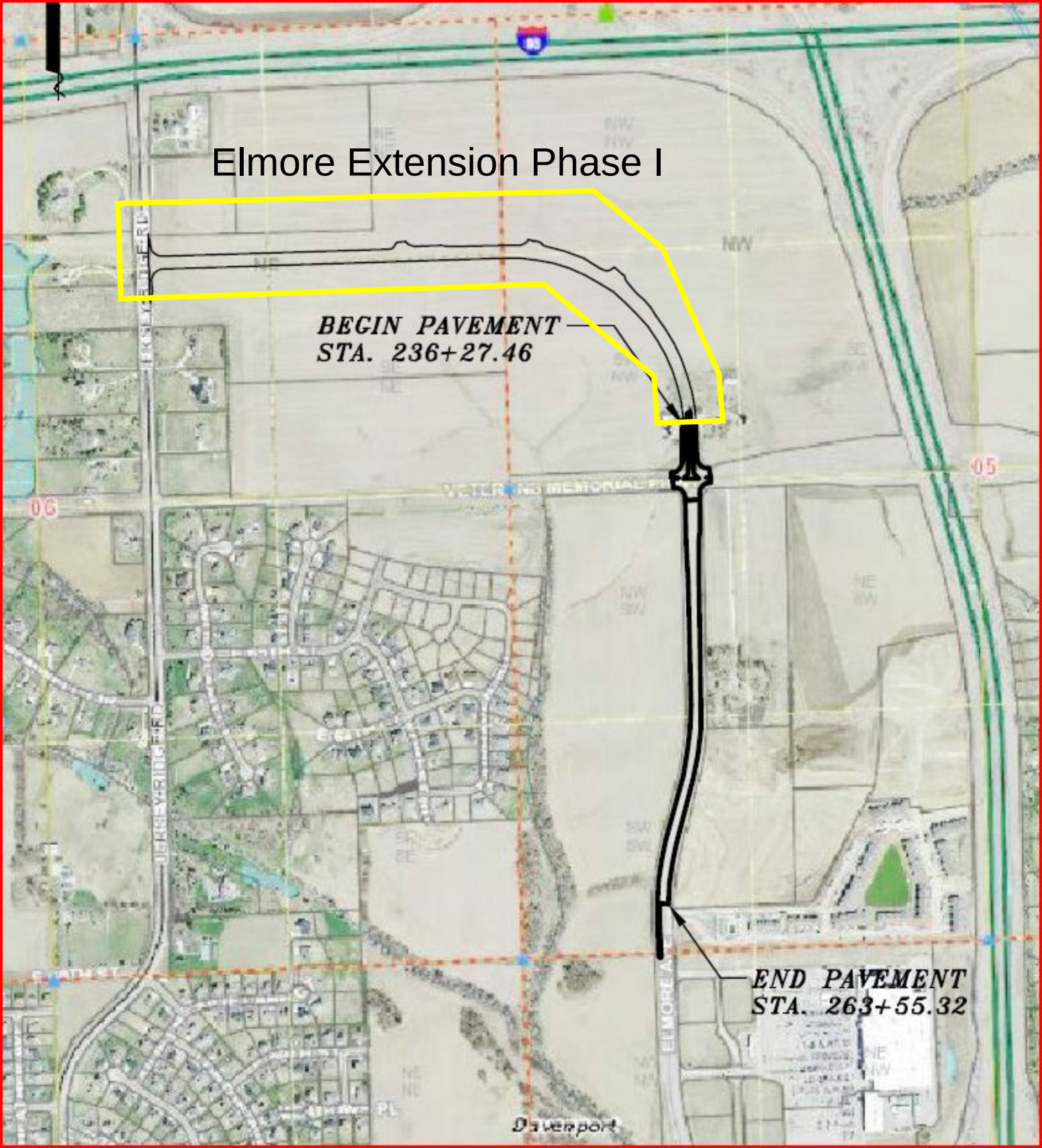

Elmore Extension Phase I
BEGIN PAVEMENT
STA. 236+27.46
END PAVEMENT
STA. 263+55.32
Davenport

City of Davenport

Agenda Group:
Department: Fire
Contact Info: Lynn Washburn - 326-7942
Wards: 3

Action / Date
12/2/2015

Subject:
Motion awarding a contract to install a boat house for the Fire Department's rescue boats to Tiger Docks of O'Fallon, MO in an amount not-to-exceed $240,000. [Ward 3]

Recommendation:
Approve the motion.

Relationship to Goals:
Financially Responsible City Government.

Background:
A Request for Proposals was sent out on October 20, 2015 to 37 vendors. On November 10, 2015 the Purchasing Division received and opened three proposals.

The Fire Department was awarded a grant through the U.S. Department of Homeland Security to assist in this purchase. The boat house will be used to house the rescue boats and equipment that will result in improving response times.

The boat house proposals were evaluated on the following criteria: (1) Quality and Durability of Product - 30%; (2) Demonstration of Understanding of Project, Including Budget - 30%; (3) Reputation and Reliability of Manufacturer - 20%; (4) Service Response Time - 15%; and (5) Cost for Seasonal Relocation - 5%.

The highest scoring firm was Tiger Docks and is recommended for the contract.

Funding for this project is through a grant in the amount of $187,500 with the City match of $62,500 from CIP account #63001.

ATTACHMENTS:

Type	Description
Backup Material	RFP Respondents

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Admin, Default	Approved	11/30/2015 - 5:38 PM

CITY OF DAVENPORT, IOWA
PROPOSAL TABULATION

DESCRIPTION: FIRE DEPARTMENT BOAT HOUSE

RFP NUMBER: 16-36

OPENING DATE: NOVEMBER 10, 2015

RECOMMENDATION: AWARD THE CONTRACT TO TIGER DOCKS OF O'FALLON, MO.

VENDOR NAME	LOCATION
TIGER DOCKS	**O'FALLON, MO**
G & H MARINE, INC.	DECATUR, IL
SUPERIOR SEAWALLS & DOCKS	ILLINOIS CITY, IL

Prepared By Cindy Whitaker
Purchasing

Approved By L. Washington Lexington
Department Director

Approved By Brandi Cowger
Budget/CIP

Approved By BN
Finance Director

City of Davenport

Agenda Group:
Department: Public Works - Fleet
Contact Info: Jon Meeks - 326-7922
Wards: All

Action / Date
12/2/2015

Subject:
Motion awarding the purchase of five 3/4-ton pick-up trucks with plows to Courtesy Ford of Davenport, IA in the amount of $174,114. [All Wards]

Recommendation:
Approve the motion.

Relationship to Goals:
Financially Responsible City Government.

Background:
A request for bid was issued on October 26, 2015 and sent to 104 vendors. On November 16, 2015 the Purchasing Division received and opened ten bids. Courtesy Ford was the lowest responsive and responsible bidder and is recommended for the award. See attached bid tabulation.

There are a total of five 9,300 GVW 4x4 pick-up trucks being purchased; two trucks are for Sewer Division, two for the Parks Department, and one for the Engineering Division. The trucks include snow plows, light bars, and saddle boxes.

Funding for this purchase is from account numbers 54914025-530302, 51102060-530302, and 54911920-530302.

ATTACHMENTS:

Type	Description
Backup Material	Bid Tabulation

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Admin, Default	Approved	11/30/2015 - 5:38 PM

CITY OF DAVENPORT, IOWA
REQUEST FOR BIDS RESPONDENTS

DESCRIPTION: FIVE ¾ TON PICK-UP TRUCKS

BID NUMBER: 16-30

OPENING DATE: NOVEMBER 16, 2015

RECOMMENDATION: AWARD THE PURCHASE TO COURTESY FORD, OF DAVENPORT, IA

VENDOR NAME	LOCATION	AMOUNT
COURTESY FORD	**DAVENPORT, IA**	**$174,114.00**
REYNOLDS MOTOR COMPANY	EAST MOLINE, IL	$174,537.10
O'ROURKE MOTORS INC	TIPTON, IA	$176,070.00
VICTORY FORD INC	DYERSVILLE, IA	$176,530.00
TURPIN DODGE	DUBUQUE, IA	$178,229.00
JUNGE CENTER POINT	CENTER POINT, IA	$178,474.07
MILLS CHEVROLET OF DAV.	DAVENPORT, IA	$182,710.00
BOB BROWN CHEVROLET	URBANDALE, IA	$187,306.00
KARL CHEVROLET, INC	ANKENY, IA	$187,689.75
GREEN CHEVROLET, INC	DAVENPORT, IA	$197,746.30

Prepared By Cindy Whitaker
Purchasing

Approved By Nicole Gleason 11-22-15
Department Director

Approved By Mallory Merritt
Budget/CIP

Approved By
Finance Director

City of Davenport

Agenda Group: Council
Department: Legal
Contact Info: Tom Warner
Wards: 3rd

Action / Date
12/9/2015

Subject:
Motion to suspend the rules to add the action items below.

Recommendation:

Relationship to Goals:

Background:

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	12/4/2015 - 11:10 AM

City of Davenport

Agenda Group: **Action / Date**
Department: Finance **11/18/2015**
Contact Info: Mallory Merritt 326-7792
Wards: All

Subject:
Resolution approving the 2015 Davenport Public Transportation Plan containing a new route structure and authorizing staff to begin operational planning. [All Wards] (7 votes required to override Mayor's veto of December 5, 2015)

Recommendation:
Approve the resolution.

Relationship to Goals:
Enhance quality of life.

Background:
In the Spring of 2015, the City of Davenport hired a transportation planning consultant, Transportation Management and Design, Inc. (TMD), to evaluate the CitiBus route structure, opportunities for future efficiencies, and financial sustainability over time. The evaluation methods included data analysis, exploration of industry best-practices, and collaboration with local stakeholders.

Based on the methods above, TMD presented the City with a final proposed plan in early October. The plan focused on increased system efficiencies, shorter customer commute times, and expanded hours. During the week of October 19, City staff and the consultant conducted public outreach to gain comments and feedback on the proposed plan. Outreach included four formal presentations, several drop-in sessions at local transit hubs, the creation of a website focused on gaining feedback, and several interviews.

The attached plan includes some modifications gained from the public outreach effort and will:
- extend evening/weekend hours to create an all-day, all-week network;
- improve frequencies/spans of service while maintaining access;
- increase speed of service and reduce travel time;
- make routes easier to utilize;
- operate bi-directional service;
- respond to financial constraints and allow for fiscal sustainability.

ATTACHMENTS:

Type	Description
Resolution Letter	Resolution 2015 Public Transportation Plan
Backup Material	Updated 2015 Public Transportation Plan

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Admin, Default	Approved	12/7/2015 - 10:01 AM

Resolution No._____

Resolution offered by Alderman Justin:

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving the 2015 Davenport Public Transportation Plan containing a new route structure and authorizing staff to begin operational planning.

WHEREAS, the City acquired a consultant, Transportation Management and Design, Inc. (TMD), to evaluate the City's public transit system; and

WHEREAS, the City recognizes the importance of providing an efficient and dependable public transportation system for its users; and

WHEREAS, the 2015 Davenport Public Transportation Plan will allow for shorter customer commute times, greater system efficiencies, and expanded service hours; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport, that the attached 2015 Public Transportation Plan is adopted and staff is authorized to develop an operational plan in accordance with the 2015 Public Transportation Plan.

Approved:

_____
William Gluba, Mayor

Attest:

_____
Jackie E. Holecek, City Clerk

City of Davenport

THE CitiBus

Davenport Public Transportation Plan

November 2015

Prepared by:

TMD
TRANSPORTATION MANAGEMENT & DESIGN, INCORPORATED

Table of Contents

Introduction

Over the past eight months, a Comprehensive Operations Analysis (COA) was conducted as part of the *Davenport Public Transportation Study* for the CitiBus transit network. The COA reviews the broader network structure as well as individual route performance to provide CitiBus with a comprehensive understanding of their market conditions and service performance. The findings led to the development of a Service Allocation Policy that defines the framework and guiding principles for the design and allocation of transit service in Davenport. Out of the Service Allocation Policy came the *Davenport Public Transportation Plan*, a set of recommendations and service scenarios designed to build upon the network's market opportunities and performance strengths, to maximize ridership, to improve the overall passenger experience, and to maintain the financial sustainability of CitiBus.

Study Process

The *Davenport Public Transportation Study* began in March 2015 with an extensive data collection effort. A comprehensive ridecheck was conducted to gather passenger activity, travel time, and on-time performance information on all fixed-route trips operated by CitiBus. Additionally, over 500 passenger questionnaires were collected during the ridecheck, which provided crucial information on the demographics and preferences of CitiBus riders. An additional 100 stakeholder interviews were conducted to gain insight into community priorities and the most pressing CitiBus service improvements requested. Approximately 50 stakeholder interviews were conducted with CitiBus passengers at the Ground Transportation Center (GTC) in downtown Davenport, while the remaining interviews were held with elected officials and representatives from community groups.

The findings from the data collection and stakeholder outreach efforts formed the basis of the analysis of market and service trends. This analysis served as the foundation of the Market Assessment and Service Evaluation reports that each identified key findings and strategies to improve the CitiBus transit network. These findings and strategies were used to develop the Service Allocation Policy and network service recommendations for the *Proposed Davenport Public Transportation Plan*.

The *Proposed Davenport Public Transportation Plan* was shared with the public in October 2015 through a series of public open houses, pop-up meetings, and engagement through the City of Davenport website. Public comments received during the outreach effort were incorporated into the recommendations presented in the final *Davenport Public Transportation Plan*.

Existing Conditions

An analysis of existing conditions provided a framework for the evaluation of CitiBus service and insight into the strengths and opportunities present in the current system.

CitiBus Service

Davenport is the largest of the five jurisdictions in the Quad Cities area and the third largest city in the State of Iowa, with a population of roughly 102,000. It spans a geographic area of 63 square miles, and CitiBus has a service area of 30 square miles. CitiBus makes connections with Bettendorf Transit in both Davenport and Bettendorf, Iowa and MetroLINK in Rock Island, Illinois.

CitiBus operates 16 fixed-route services on weekdays and 14 on Saturdays. There is no service provided on Sundays. Service span ranges from 6:00 AM to 6:00 PM on weekdays and 9:00 AM to 6:00 PM on Saturdays. CitiBus carries an average of approximately 4,300 riders on weekdays and 3,450 riders on Saturdays.

Free fares are offered to the general public on Saturdays and to Davenport Public Schools, Kaplan University, Palmer College of Chiropractic, and St. Ambrose University students with a valid school ID. All other students, riders over the age of 60, Medicare cardholders, unemployed riders, and disabled riders are eligible for a half fare of $0.50 per ride. St. Ambrose, Kaplan and Palmer Universities provide subsidies for their students on a per ride basis, while the Davenport City School District pays a flat fee.

Network Structure

CitiBus operates a hub-and-spoke transit network, a service structure typically utilized in areas where transit is oriented around providing extensive lifeline service coverage with low service frequencies. It allows passengers to transfer between routes at hub locations, often via time-coordinated transfers, rather than at on-street locations. The current CitiBus network features two major and three minor transfer hubs:

Major Hubs:

- Ground Transportation Center (GTC)**:** The GTC serves as the primary transit hub for residents of Davenport. It is a transfer point for ten CitiBus routes as well as Trailways, MegaBus and Greyhound services and provides connections to both Bettendorf Transit and MetroLINK via CitiBus routes.
- Welcome Way Hub**:** Welcome Way Hub is a central network hub located adjacent to North Park Mall in Davenport approximately three miles north of the Ground Transportation Center. The hub serves as a transfer point for five routes within the CitiBus network. The hub requires significant vehicle circulation through both the Mall and adjacent streets given its location on a one-way street segment.

Minor Hubs:

- Rock Island District Station**:** At the Rock Island District Station transfer hub, Davenport CitiBus riders on Route 7 can connect with Rock Island MetroLINK Routes 10, 30, 40, 53, and 60. This is the only transfer point between CitiBus and MetroLINK services.
- Bettendorf HUB: The Bettendorf HUB allows CitiBus riders on Route 10 to transfer to all of the Bettendorf Transit services. This hub is being relocated from State & 20th Streets to Lincoln and Kimberly Roads.
- Northridge Shopping Center: The Northridge Shopping Center at 53rd Street and Utica Ridge Road serves as a second transfer opportunity between the CitiBus and Bettendorf Transit systems. At the shopping center, CitiBus Route 12, 14, and 53 riders can connect with Bettendorf Transit Route 5.
- St Ambrose Hub: St Ambrose University Hub at Locust and Gaines provides transfers between CitiBus Routes 10, 15 and 22 to help connect riders between downtown and destinations on Locust Street or get to the northwest parts of town.

While the CitiBus network is designed with a hub-and-spoke structure, this is not an ideal structure for the delivery of efficient and effective transit service. The lack of cross-town service requires that passengers transfer between routes and often travel out-of-direction to get from one end of town to the other. Short trips become unnecessarily lengthy and passengers are discouraged from using transit to get to their destination.

Conversely, a grid network increases connectivity and offers efficient pathways for both pedestrians and transit vehicles. A grid minimizes the number of turns a bus takes and provides continuous service along corridors, which reduces out-of-direction travel, transit running times, customer travel times, and unproductive service duplication. While there is a place for infrequent lifeline coverage service in a transit system, the recommendations will explore opportunities to move CitiBus towards a more hybrid network that incorporates elements of a grid system in the core areas of Davenport where CitiBus has market opportunities to attract new transit lifestyle riders who embrace sustainable mobility (walking, biking, riding transit). [1]

[1] Transit riders fall into two categories: lifeline and lifestyle. Lifeline riders, also referred to as basic mobility riders, depend on transit service for their daily travel needs. Lifestyle riders choose to use transit service over other available options because they are attracted to the service for reasons such as convenience, affordability, personal preference, or environmental sustainability.

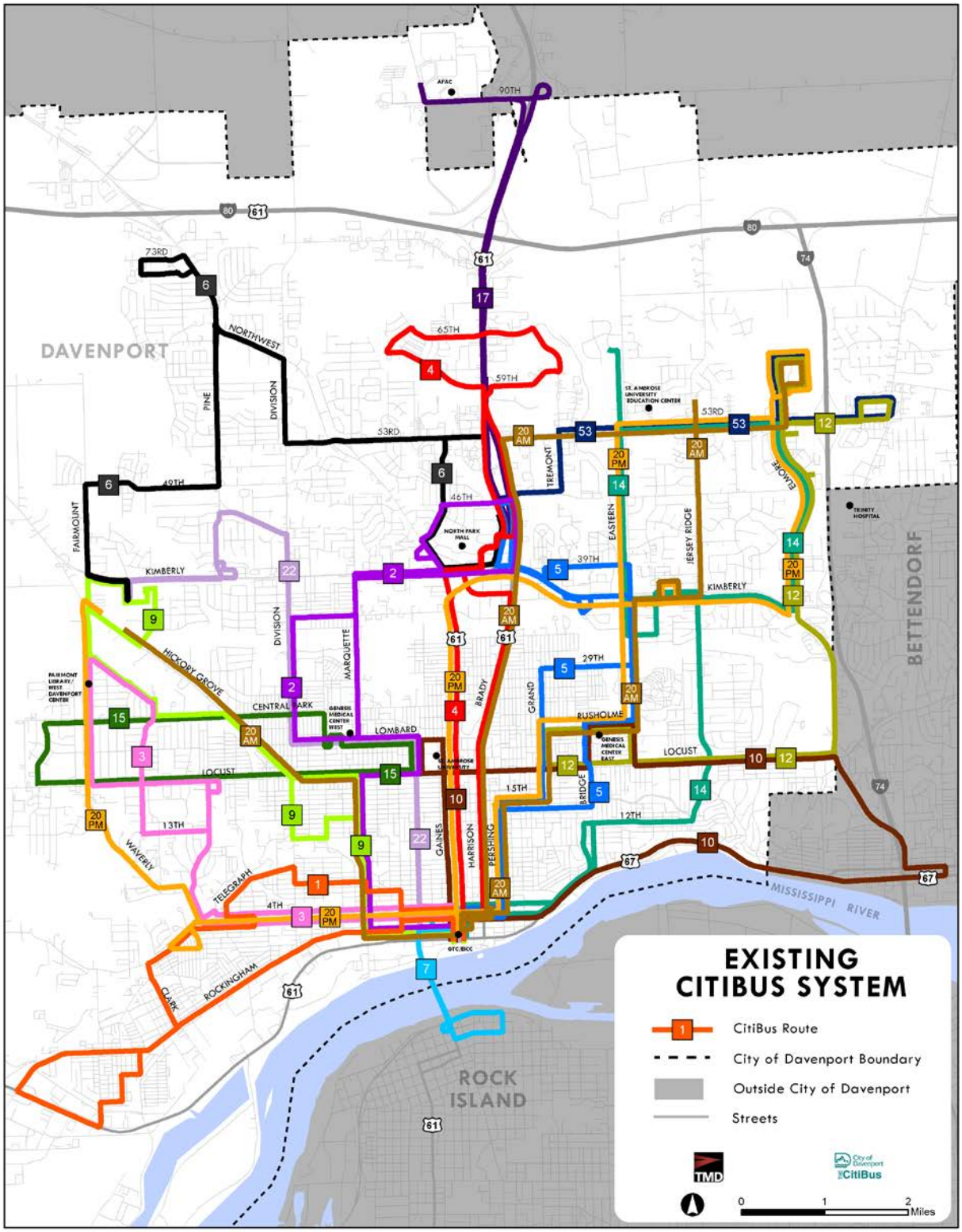


Figure 1: Existing CitiBus Route Network

Stakeholder Input Key Findings

Feedback from key stakeholders, riders, and non-riders is crucial to ensuring the policy meets both the real and perceived mobility needs of the community. In March and April 2015, an extensive public outreach effort was conducted to reach the community and gain their input on the role for transit within the City of Davenport. Outreach efforts included one-on-one interviews with riders, drivers, and Aldermen; stakeholder group meetings with representatives from local organizations; and the development of a project website to reach out to other individuals interested in contributing to the project. Additionally, over 500 rider surveys were collected as part of the on-board system ridecheck. Key findings from stakeholder interactions are as follows:

- All groups agreed it is important to provide high quality transit service for both lifeline and lifestyle riders. Public transit has an obligation to serve lifeline riders, those who rely on transit for daily mobility. On the other hand, groups recognized the importance of attracting lifestyle riders, those who choose to take transit over other forms of transportation, in order to create a better urban environment, increase system ridership, or just improve riders' quality of life.
- Surveyed riders were asked what would encourage them to ride transit more often, three of the top four improvements were related to increasing service hours, with the highest ranked improvement being the introduction of Sunday service (48 percent) and respondents would rather have later hours (30 percent) than earlier hours (12 percent). While extended service hours placed in three of the top four improvements, the fourth item, second most popular, was increased frequency of service, with 41 percent of respondents saying they would like the bus to operate more often, i.e. bus arriving at a location every 15 minutes instead of every 60 minutes.
- When interviewed riders were asked why they did not use transit more often, the number one response was that they would have to make too many transfers to reach their destination.
- Current service hours do not lend themselves to transit use for work except for traditional 9-5 jobs, which are a limited work type in Davenport. Lack of evening service prevents many people from taking second and third-shift jobs because they cannot use transit service to get to or from work.
- The 53rd St, Kimberly Rd, Harrison St, and Brady St corridors have all been identified as priority transit corridors. The current frequencies on these corridors are not enough to generate desired ridership levels. The same priority transit corridors, as well as Locust Street, were identified in *Davenport in Motion.*
- Connections with MetroLINK and Bettendorf Transit should be improved.
- Many people do not use the system because they do not understand it and cannot figure out how to get where they need to go.

Market Assessment Key Findings

Understanding the population and employment characteristics, geography, and profile of existing riders are all key components of creating a transit network that meets the mobility needs of Davenport residents and visitors. The relationship between the location of housing, jobs, schools, healthcare, social

services, and entertainment facilities to one another has significant implications for the ability of transit to provide efficient and effective mobility within the community. The *Market Assessment* evaluates which areas within the City may generate more transit ridership in order to ensure that service operates in areas and at frequency levels that are tailored to match market demand.

- Key corridors such as Locust Street, Brady Street, and Harrison Street have characteristics that indicate they could support a transit network focused around creating a sustainable mobility lifestyle for residents. Higher densities, mixed residential and commercial land use and the presence of short pedestrian blocks all contribute to the strength of these corridors.
- A majority of the City of Davenport is characterized by low-density automobile-centric development that is difficult to serve efficiently with fixed-route transit. Pedestrians have long walks to major corridors, which encourages routes to deviate into neighborhoods, reducing the efficiency of the network.
- Many key ridership generators such as major retail centers, apartment complexes, and other activity centers are located off of major corridors, making them difficult to serve efficiently with transit. This has led to a number of out-of-direction deviations that add cost and customer travel time to service.
- The typical CitiBus rider is low-income, dependent on transit service for daily mobility needs, uses the service to get to and from work or school, and rides the service five to six days a week.

Service Evaluation Key Findings

The *Service Evaluation* provides a data-driven understanding of the performance and characteristics of existing CitiBus service which will inform future recommendations and system improvement decisions. This evaluation identifies current successes and challenges in the CitiBus service area and opportunities for optimizing use of resources, improving quality of service, growing ridership, and addressing unmet community mobility needs.

- Varying market conditions result in wide ranges in route performance. Some markets are better-suited for successful transit than others, and CitiBus service is more cost effective in areas with stronger markets for transit, particularly linear corridors with higher population and employment densities and a mix of land uses (as shown in the Figure 2 CitiBus Weekday Boardings map below).
- Alignment greatly affects a route's productivity. More direct routes are more productive than routes with circuitous alignment or multiple deviations – customers are less attracted to the service and it requires more resources to operate, both making service less productive.
- CitiBus employs a hub-and-spoke network structure. The majority of boardings occur at transfer hub stops, which are also often key destinations, such as North Park Mall or Wal-Mart.
- The concentration of ridership on just a few routes presents affordable opportunities for improvement. Investing in the top three ridership routes will benefit more than one in every three passengers. If transfers are included, over half of all riders will benefit from improving the top three routes.
- Consistently, Routes 4, 7, and 22 exhibit the strongest performance while Routes 12, 14, and 53 have the lowest performance.

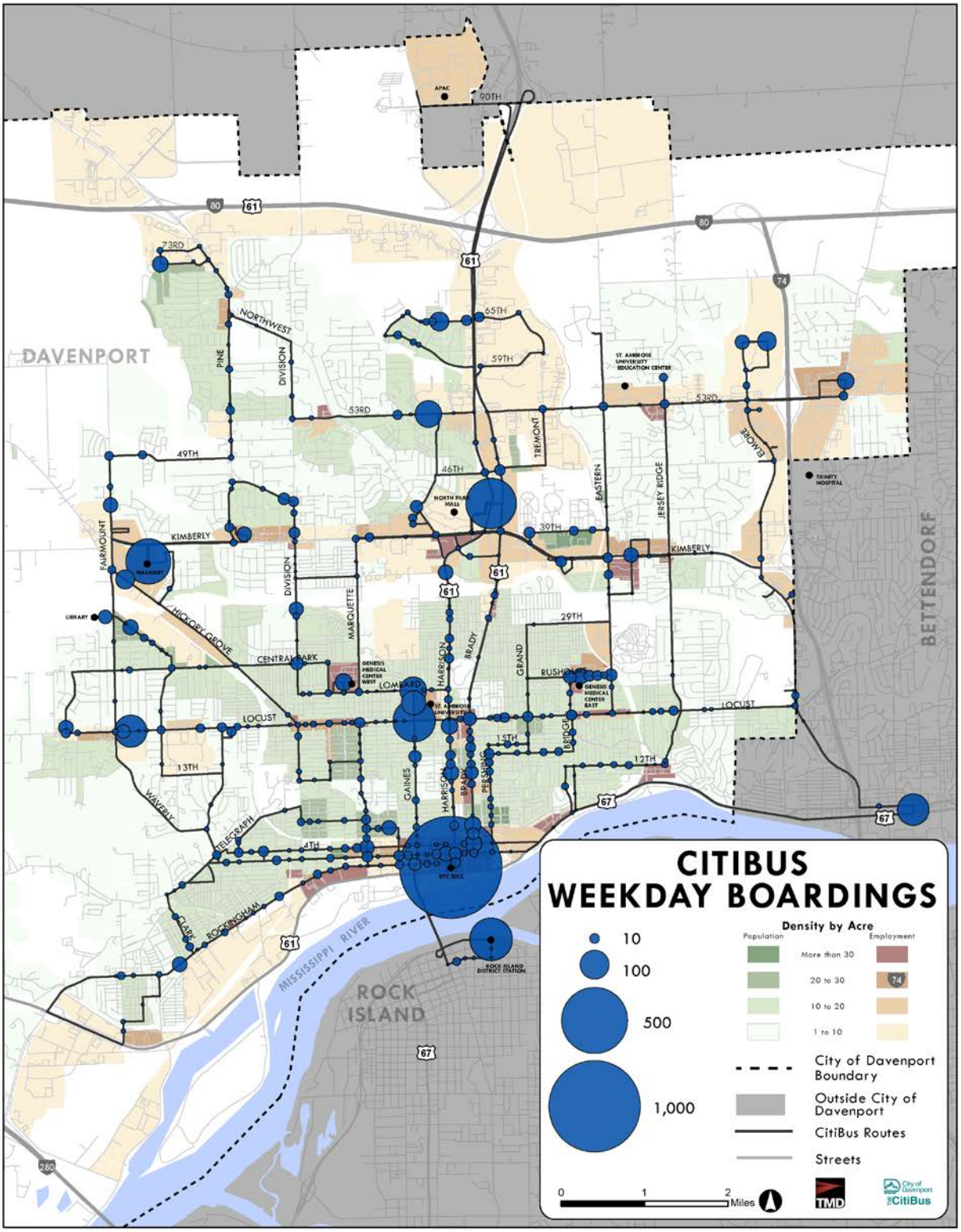


Figure 2: CitiBus Weekday Boardings by Stop

Service Allocation Policy

The Service Allocation Policy establishes a set of service standards to guide the design and operation of public transportation service in the City of Davenport. The policy is designed to help Davenport CitiBus make informed policy decisions on existing and future service changes.

As the City of Davenport grows into the future, it has important decisions to make regarding how it will choose to develop. *Davenport 2025* and *Davenport in Motion* created a future vision for the City of Davenport, a vision that embraces an enhanced pedestrian environment, multi-modal public transportation network, and reduced reliance on automobiles. The Service Allocation Policy works towards designing a public transit network to help the City realize that future while maintaining current mobility responsibilities and improving CitiBus efficiency and effectiveness.

Mobility Market Priorities

The CitiBus transit network will serve a key role in public mobility as Davenport continues to grow and develop into the future. The future vision for Davenport growth as outlined in *Davenport in Motion* and *Davenport 2025* includes high frequency transit corridors that traverse the city and support higher density, mixed use development in the core urban area. The coordination between more intense development in the core and higher frequency service on key corridors will cost-effectively increase ridership and transit mode share in Davenport.

This vision highlights the City's desire to increase the market base for transit ridership in Davenport. Currently, CitiBus operates a system focused on providing lifeline mobility options for those without transportation alternatives. The current network has the benefit of providing convenient access to service for those who rely on it. However, this comes at the cost of infrequent service, one-way service operation, and a confusing route structure, which discourages those who have a viable alternative from choosing to use the service.

In order to have a city like the one envisioned in *Davenport 2025*, residents must choose to make transit a part of their daily lifestyle. This requires having a transit system that provides all-day, all-week service so residents can use the network for all of their trip purposes. It also requires a network with spontaneous use frequencies, service frequencies of 15 minutes or better, where riders do not have to actively plan their trips and daily activities around transit schedules. This Service Allocation Policy strives to find a balance between continuing to provide basic needs service for those who rely on transit while delivering service that appeals to the discretionary rider as well.

Service Warrants

Davenport CitiBus serves the largest community in the Quad Cities with limited resources. Service warrants provide a way to determine which areas within the service area have both the passenger demand and performance potential to produce cost-effective fixed-route transit service. Providing a set of guidelines for which areas warrant service will help CitiBus respond to future community requests for new service. The development of service warrants considers both the needs and the opportunities of Davenport residents.

The following are considerations that should be taken into account when evaluating potential for new fixed-route service. In order to maintain financial stability, it is important that new services are projected to perform at or above the system average. Planning routes around these guidelines will help ensure successful performance of new routes and the overall network.

Network Role

New services should be evaluated in the context of the overall transit network. Each new route in the network will have a unique role, whether that is facilitating transfers with existing services, introducing service coverage to a recent development that warrants transit service, or providing connections between current routes and major destinations. While successful new routes connect with existing services, they should not unproductively duplicate existing service or compete for passengers.

Market Opportunities

As shown in Figure 3, there is a strong correlation between service performance and surrounding population and employment densities: the more people with access to a route, the higher the route's potential ridership. Davenport is comprised of multiple market typologies, each with a different potential for ridership generation and service performance. Population-dense areas tend to coincide with mixed-use neighborhoods, walkable environments, and higher populations of transit-friendly constituencies such as younger workers, students, seniors, zero-vehicle households, and low-income populations. CitiBus route segments that perform above system average operate in areas with above average population and employment densities. At higher densities, transit has the opportunity to play a meaningful role in public mobility for all types of trips. Areas with lower densities are not considered to be supportive of fixed-route service and should not be recommended for new or improved service. Areas in this category that have unmet needs may be served by alternative options to fixed-route service in order to sufficiently meet their mobility needs.

Future Development Location Decisions

CitiBus staff and the City of Davenport should work closely with business owners, schools, entertainment industries, residential developers, etc. when presented with a proposal for a new development. While land is often readily available and less expensive in areas around the fringes of urban development with low population and employment densities, locating new developments in such areas presents significant implications for transit service. Any expansion in CitiBus service area requires the use of additional resources, both for fixed-route service and complementary paratransit service. While new developments themselves may

generate considerable ridership, when they are located away from transit-productive areas, they require CitiBus to expend unproductive resources to access the remote location.

Considerations for effectively delivering transit service to a new facility should be included as part of the initial location decision process for any new development wishing to be served by CitiBus. New developments that want transit service should locate themselves along existing transit corridors. Locating ridership-generating developments along corridors previously identified as candidates for transit investment will only strengthen the case for additional service investment in these areas.

This policy for future development location decisions is in line with *Davenport 2025*, which envisions a sustainable city and emphasizes infill development and increasing the population and employment densities of Davenport's existing core urban area.

Unmet Mobility Needs

In addition to trying to attract choice riders, CitiBus should consider the mobility needs of transit-dependent populations when evaluating where to operate service. In assessing the area's demand for transit service, it is important to examine the presence of these demographic groups and whether any unmet needs are present. Census tracts currently served by CitiBus with minority or low-income proportions above the service area average are covered by Title VI regulations. Other populations such as seniors, the disabled, zero-vehicle households, and youth/students should also be considered as these demographic groups are more inclined to use transit than others. Implementing routes that serve higher concentrations of these transit-prone groups increases their performance potential.

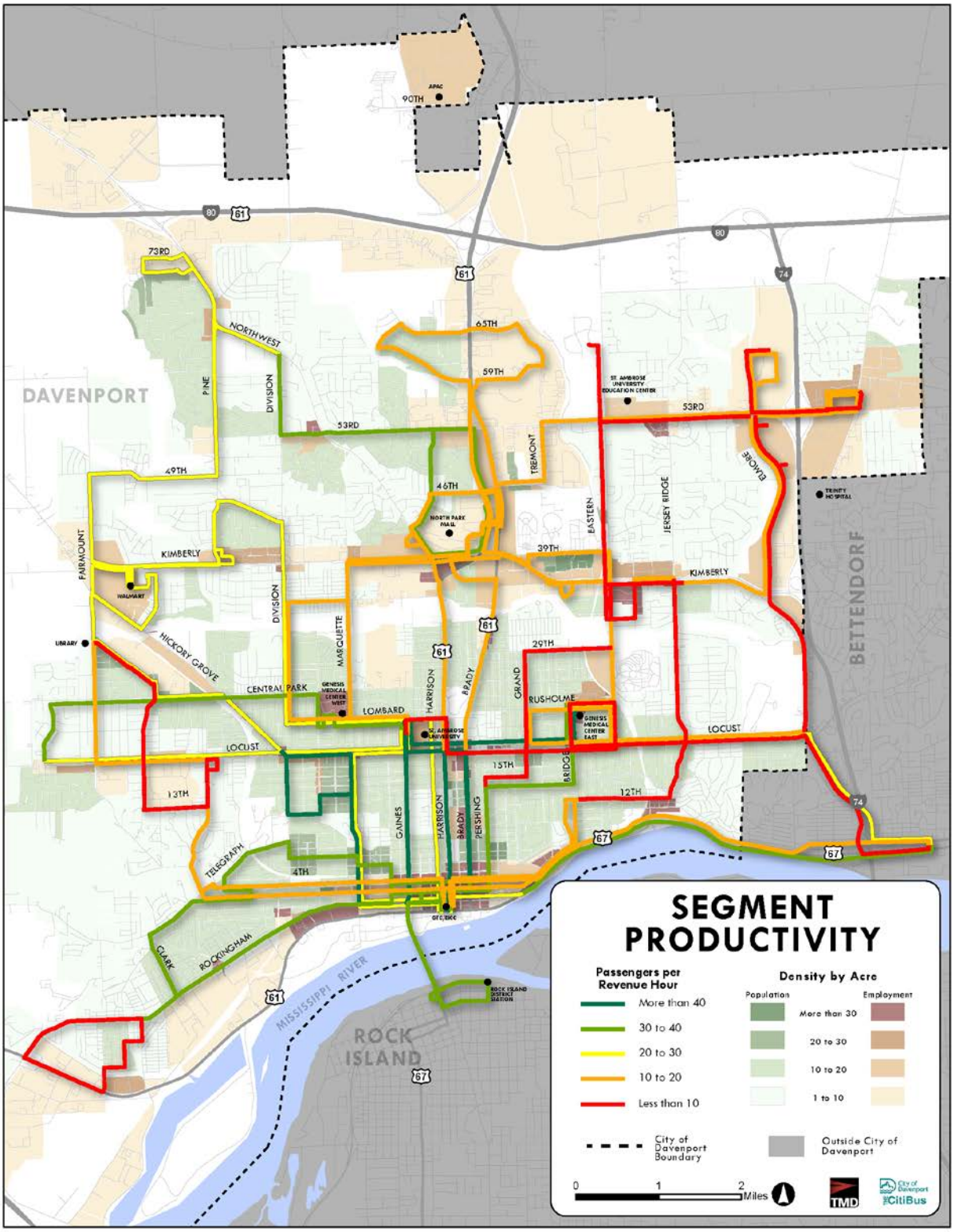


Figure 3: CitiBus Productivity by Route Segment

Service Design Considerations

Service design standards refer to how transit service is designed, implemented, and operated on the street. The standards outlined in this section are intended to be guidelines for how service should be delivered to both attract the market groups identified in the previous sections and to optimize the use of limited resources. Network and route design directly impact service performance, making these guidelines important to maintaining financial sustainability.

Network Design

The Davenport CitiBus service area is comprised of varying levels of population and employment densities. Transit supportive street networks and development tend to be concentrated south of Locust Street between Division Street and Bridge Avenue. CitiBus serves areas with a variety of mobility needs and service warrants: some areas are supportive of transit lifestyle service such as the Brady/Harrison corridor while others warrant infrequent basic needs service. Working within the constraint of limited resources, CitiBus must strive to match resource investment to mobility needs to ensure maximized gains from ridership. The challenge is creating a cohesive network that combines areas that warrant different levels of service investment and transit supply.

CitiBus currently operates as a hub-and-spoke network. This is the most efficient configuration for connecting passengers at key hubs, but it means that many trips involve at least one transfer and often require out-of-direction travel. To reduce total travel time and encourage passengers to use the system for more discretionary travel, CitiBus should move away from the current basic needs low-frequency hub-and-spoke system to one that focuses on providing more frequent services on strong, linear, mixed-use corridors. The key corridors that warrant the greatest span and frequency investment include Brady/Harrison/Rock Island, Locust Street, and Kimberly Road.

The Brady/Harrison corridor is the spine of the network, providing a direct north/south connection between North Park Mall, St. Ambrose University, downtown Davenport, and connections with MetroLINK in Rock Island, IL. The Brady/Harrison/Rock Island corridor is a strong mixed-use corridor ideal for generating transit lifestyle ridership.

Locust Street and Kimberly Road are also strong mixed-use corridors that provide east/west cross-town service and connections to the new Bettendorf transit hub. They complement the strong north/south movement of the Brady/Harrison/Rock Island corridor, and together, all three corridors form the underlying structure of a strong transit network for Davenport.

Service Frequency

Frequency of service is the number one factor that attracts new riders to a system. Routes with spontaneous-use frequencies (service every 15 minutes[2] or better) benefit passengers by reducing their out-of-vehicle wait times. At these "spontaneous-use" service levels, passenger reliance on consulting timetables and planning

[2] Spontaneous use, "show and go" customers begin to use transit when frequencies reach 15 minute intervals. At 12-13 minute service levels ridership is split approximately 50:50 between spontaneous use and planned arrivers. Spontaneous use swells at 10 minute or better frequencies. Wait time tolerances also vary with trip length; shorter trips like those in a city like Davenport are more sensitive to the "out-of-vehicle" wait time making high service frequencies on key spine corridors critical for overall network success.

their arrival at bus stops is less necessary. Higher bus frequencies also provide better connections with other transit services which maximizes network benefits by enhancing the transfer experience. Systems with spontaneous-use service frequencies attract "lifestyle" transit riders, those who choose to use transit [and walking and biking] over other transportation options. It also encourages current riders to use the system for more trip purposes throughout the day and week and reduces rider attrition by maintaining transit system value over the long term. Each of these factors lead to overall system ridership growth, increasing transit's mode share throughout the city and region.

Currently, CitiBus services operate every 30 or 60 minutes. This type of basic needs "lifeline" network coverage provides service to those who must rely on transit for their mobility. However, the very low frequency leaves passengers with little flexibility in their travel and requires that they plan their trips around the bus schedules. *CitiBus can increase system ridership by creating a better balance between basic needs and lifestyle service delivery.*

Headways should be designed as "clock-face" where the same times repeat each hour (i.e. headways that divide into 60, where service operates every 10, 15, or 30 minutes) at key time points. This makes service easier for customers to remember and use without consulting schedules. Clock-face headways also allow for consistent transfers between services throughout the day.

Service Span

Service span is the hours and days of operation of a route. It affects ridership by limiting when passengers can travel and often affects both ends of a trip, as riders often will not use transit service to get somewhere if they cannot use it to get back. Greater service span provides more travel flexibility and improves the customer experience. The introduction of an all-day, all-week network will allow CitiBus to capture additional riders who are currently limited in their travel options by the short service span. Limited service hours require those needing to travel at other times to find an alternative travel option, which they may continue to use on days when transit service is available. Research has shown that travel patterns on Sundays are very similar to those on Saturdays, though most trips occur over a shorter time span. Providing Sunday service is a critical component of developing a market of lifestyle transit riders.

Routes with similar network roles should have similar spans in order to facilitate travel throughout the Quad Cities. Service spans may need to be adjusted on certain routes depending on the operating hours of connecting services such as MetroLINK or Bettendorf Transit. The recommended service spans in the table below are centered on the closing times of major retail centers like North Park Mall. As North Park Mall is a major employment center, destination, and transfer hub, it is important to continue to operate transit service long enough to ensure customers and workers can return home after the mall closes.

SERVICE SPANS		
Weekday	**Saturday**	**Sunday**
6:00AM-10:00PM	8:00AM-10:00PM	8:00AM-7:00PM

Route Design

Route Alignment

CitiBus routes should be designed to serve origins and destinations via direct pathways, minimizing out-of-direction movements. This provides a faster trip to attract more customers and fare revenue, while minimizing the operating cost of providing service. However, deviations which serve high volumes of passengers may occasionally be warranted. Wherever feasible and appropriate, bus routes should serve major arterial streets with a good pedestrian environment, avoiding smaller neighborhood streets and parking lots.

Service should also operate bi-directionally on all transit corridors. While one-way service allows CitiBus to appear to expand the geographic extent of its service coverage, the quality of service provided does not justify the investment in resources. One-way service requires that passengers travel out-of-direction for considerable distances in order to arrive back at their original destinations.

Route Spacing

Routes should be spaced to balance pedestrian access with service coverage. Routes spaced too close together compete for ridership and use resources that could be more effective if placed elsewhere, while routes spaced too far apart do not provide convenient access for passengers. Routes should be spaced no closer than ½ mile apart and no farther apart than one mile where the necessary densities and service frequencies are present. ½ mile spacing means that most passengers do not have to walk further than a ¼ mile to access service, a five-minute walk for the average pedestrian.

Approachability

The approachability of a system refers to how easy it is for a passenger to navigate and understand a system. Systems that are approachable increase passenger level of comfort and willingness to use public transit. People are more likely to use transit if they can easily understand maps, schedules, and route alignments.

The existing CitiBus route structure is such that it is very difficult for a rider to understand where the bus goes. In the on-board passenger survey, riders ranked “driver knowledge of the system” as the most positive attribute of CitiBus service. This is a testament to the fact that riders rely on drivers to help them navigate the system and get them to where they need to go. Streamlining the system by concentrating service on strong linear corridors and reducing out-of-direction movements will make the system easier for riders to understand thereby growing system ridership.

Bus Stop Locations

While CitiBus currently operates as a flag stop transit system with few posted bus stops, CitiBus service should be designed around a designated stop system. Having designated stops improves bus speeds, operational efficiencies, and on-time performance.

Introducing designated stops involves balancing access to service and minimizing travel delay. Too many stops slow down a route, making it less attractive to passengers, while too few stops make the system difficult for riders to access. In order to achieve this balance, stops should be spaced no closer than every quarter of a mile.

CitiBus Network Recommendations

The development of the service recommendations took into consideration the findings from the Market Assessment, Service Evaluation, Stakeholder Input Summary, public comments, and the framework developed as part of the Service Allocation Policy. Recommendations balance data-driven findings with community and stakeholder input to maintain network coverage while improving service on high performance corridors, maximizing system ridership, and making the system more attractive to future riders. Recommendations were also based around City of Davenport's need to reduce its operating subsidy in order to allow CitiBus to remain financially sustainable.

The Proposed CitiBus Network

The approach to the recommendations follows the guidelines from the Service Allocation Policy and builds the network from the top down focusing on implementing linear service on strong mixed-use corridors first and then adding in supplemental routes as warranted by ridership demand and travel patterns. The design of the network moves away from a hub-and-spoke style network centered on the Ground Transportation Center (GTC) to one that begins to resemble a grid design. The introduction of cross-town service allows riders to travel across the city without having to transfer, which is not possible in the current network.

The spine of the network is the north/south route along the Brady/Harrison corridor continuing over the Mississippi River into Rock Island. This corridor was identified as the strongest transit corridor in the city due to the presence of mixed-use development, multiple key destinations, and connections to Rock Island's MetroLINK transit service. This route is proposed to operate every 20 minutes during peak periods (6:00-9:00 AM and 3:00-6:00 PM) and 30 minutes during the middle of the day on weekdays.

The north/south spine is complemented by east/west service on the Locust Street, Kimberly Road, and 53rd Street corridors. Locust Street and Kimberly Road were identified in the *Market Assessment* and *Service Evaluation* as linear, mixed-use corridors with strong potential for lifestyle transit ridership. The Locust Street service connects to Bettendorf Transit's new hub on Lincoln Road. The Locust and Kimberly services are proposed to run every 30 minutes during the peaks on weekdays and 60 minutes during the rest of the day. East/west service on 53rd Street completes the grid framework of the network by providing cross-town service on the northern end of the city to jobs and retail centers while also connecting with Bettendorf Transit at Northridge Shopping Center. Service on 53rd Street is proposed to run every 60 minutes.

The remaining routes provide supplemental east/west and north/south service along corridors identified as having strong service performance and high ridership potential. These routes are designed to maintain connections between key destinations and residential neighborhoods while minimizing service duplication. Generally, these routes are proposed to operate every 60 minutes. The exception is the Rockingham route, which will operate every 30 minutes all week.

There are no proposed changes to the market-tailored services to APAC (Route 17) and the Handicapped Development Center (Route 20).

Figure 4 shows a map of the proposed CitiBus route network.

More details on the individual route recommendations can be found in the Appendix.

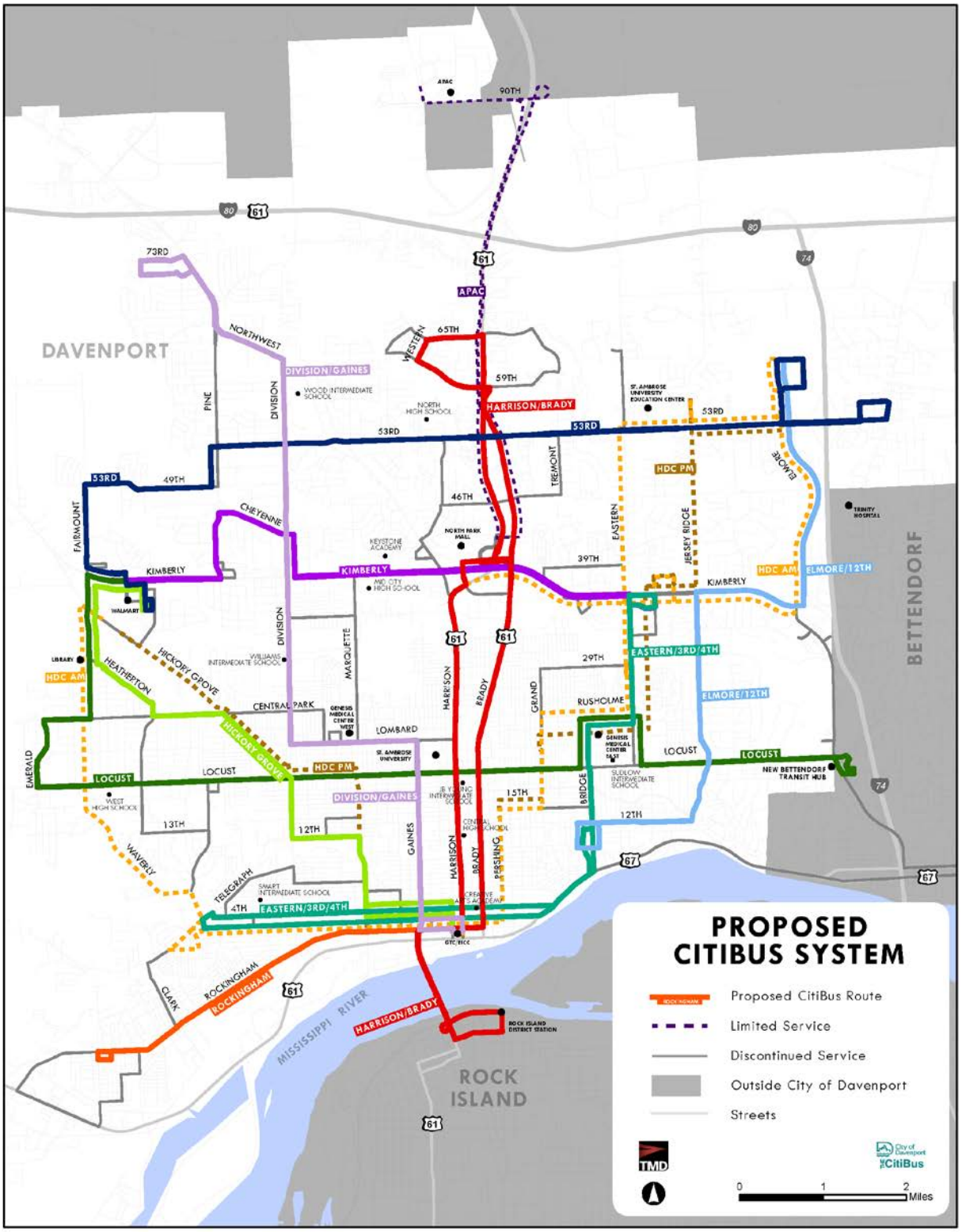


Figure 4: Proposed CitiBus Network

In addition to restructuring the route network, the Plan also makes significant progress towards the introduction of all-day all-week transit service. The Plan introduces Sunday service on all routes from 9:00 AM to 4:00 PM. Sunday service was the number one requested service improvement riders and stakeholders said they would like to see in the system. Riders who work on Sundays are forced to find alternative means of transportation to work. Having all-week service also attracts new riders to the system by increasing flexibility in travel options.

The Plan also calls for extending weekday and Saturday service to 7:00 PM from the current 6:00 PM end time. Later service hours on evenings was the second most requested service improvement, as many riders are limited in their ability to travel around Davenport after 6:00 PM. Many riders are unable to catch the last bus after getting off work and many are limited in their ability to participate in evening group meetings, school extracurricular activities, or social recreational activities.

Table 1 summarizes the span and frequency for the proposed CitiBus route network.

DAVENPORT PUBLIC TRANSPORTATION PLAN						
Route Name	Weekday		Saturday		Sunday	
	Frequency	Span	Frequency	Span	Frequency	Span
Brady/Harrison	20 peak/30 off-peak	6:00 AM – 7:00 PM	30	9:00 AM – 7:00 PM	30	9:00 AM – 4:00 PM
Locust	30 peak/60 off-peak	6:00 AM – 7:00 PM	60	9:00 AM – 7:00 PM	60	9:00 AM – 4:00 PM
Kimberly	30 peak/60 off-peak	6:00 AM – 7:00 PM	60	9:00 AM – 7:00 PM	60	9:00 AM – 4:00 PM
Rockingham	30	6:00 AM – 7:00 PM	30	9:00 AM – 7:00 PM	30	9:00 AM – 4:00 PM
Eastern/3rd/4th	60	6:00 AM – 7:00 PM	60	9:00 AM – 7:00 PM	60	9:00 AM – 4:00 PM
Division/Gaines	60	6:00 AM – 7:00 PM	60	9:00 AM – 7:00 PM	60	9:00 AM – 4:00 PM
53rd St	60	6:00 AM – 7:00 PM	60	9:00 AM – 7:00 PM	60	9:00 AM – 4:00 PM
Hickory Grove	60	6:00 AM – 7:00 PM	60	9:00 AM – 7:00 PM	60	9:00 AM – 4:00 PM
Elmore/12th	60	8:00 AM – 9:00 AM 5:00 PM – 6:00 PM	60	9:00 AM – 10:00 PM 5:00 PM – 6:00 PM	N/A	N/A

Table 1: CitiBus Network Frequency and Span

*Peak periods are defined as 6:00-9:00 AM and 3:00-6:00 PM.

Customer Benefits

Optimizing the use of available resources allowed for the following benefits to existing and potential riders:

- New all-day Sunday service from 9:00 AM to 4:00 PM.
- Expansion of weekday and Saturday services hours one hour later to 7:00 PM.
- The streamlined, direct, linear alignments are easy for riders to understand, attracting more users to the system.
- Elimination of out-of-direction and one-direction service reduces travel time, improving the on-board experience for riders while maintaining short walking distances to access the network.
- Riders can travel east/west across town and north/south directly to downtown Davenport and Rock Island without having to transfer.
- Improved frequency on Brady/Harrison, Locust, and Kimberly corridors during peak periods (6:00-9:00 AM and 3:00-6:00 PM).

Customer Impacts

The recommendations focus on maintaining convenient transit access to the majority of existing transit riders by continuing to serve major ridership corridors and key destinations. In the majority of cases where service is discontinued on a route segment, the segment is within a short ¼ walk of the proposed network.

The proposed network continues to serve 99 percent of existing riders. Only 47 boardings (out of 4,316 average daily boardings) currently board outside a ¼ mile (5-minute walk) of the proposed network. This number reduces further to just 27 boardings outside a ⅓ mile (7-minute walk) of the proposed network.

Figure 5 shows the stops no longer within a ¼ and ⅓ of a mile of the proposed network.

Additionally, in order to help afford the service improvements, the regular $1.00 weekday fare will be charged on Saturdays and Sundays.

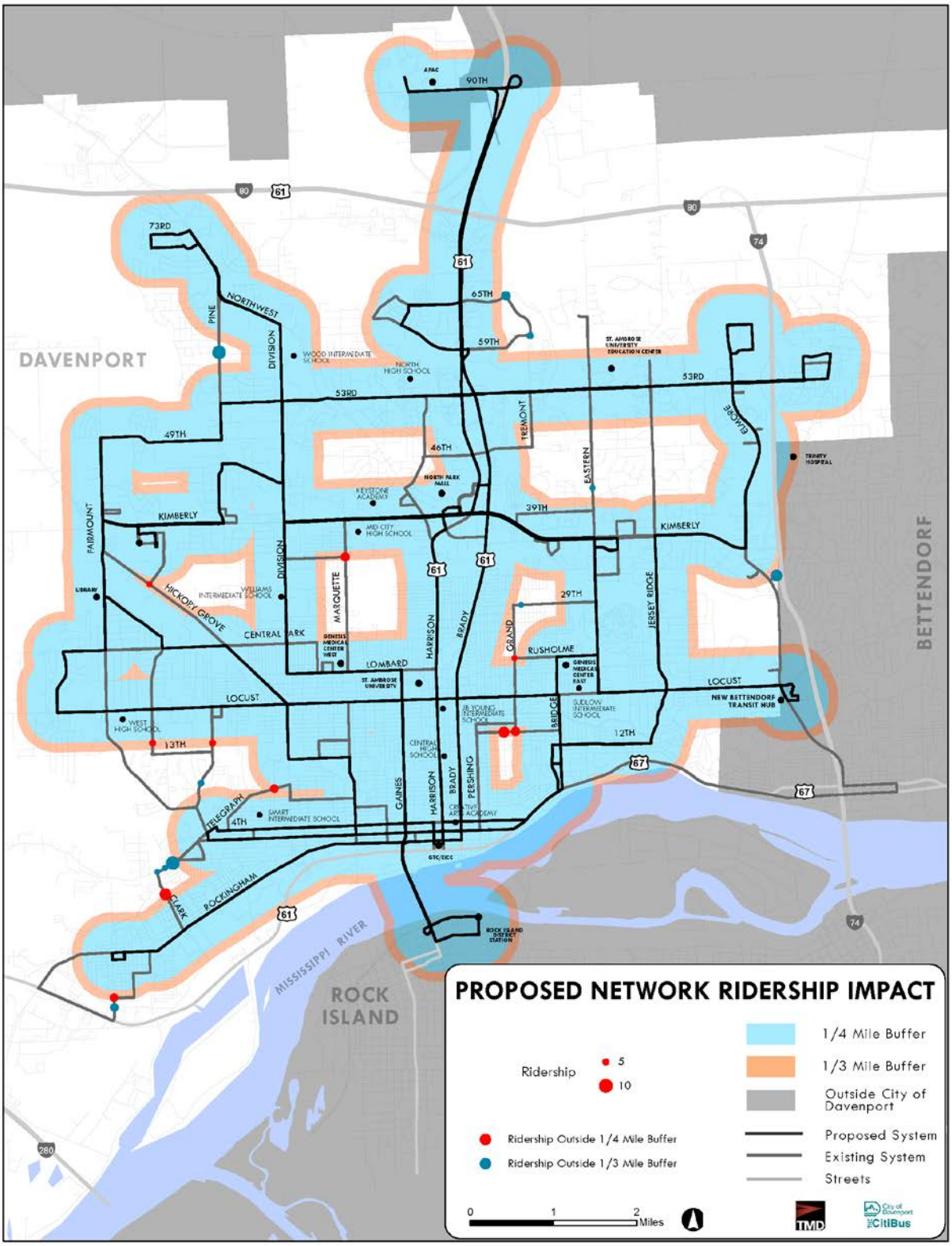


Figure 5: Proposed Network Ridership Impact Map

Impact to ADA Service Coverage

Figure 6 illustrates the resulting changes in ADA service coverage. A buffer of three-quarters of a mile was applied to the proposed all-day fixed-route network to derive the updated ADA service coverage area per Federal regulations. Although not shown on the map, complimentary paratransit service for tripper services such as the Route 17 APAC and Route 20 HDC services will still be provided. The largest areas that are no longer required to be served with complimentary ADA service are in East Davenport around the intersection of Kimberly Road and Elmore Avenue, southwest Davenport around River Road, and at the far ends of southwest Davenport.

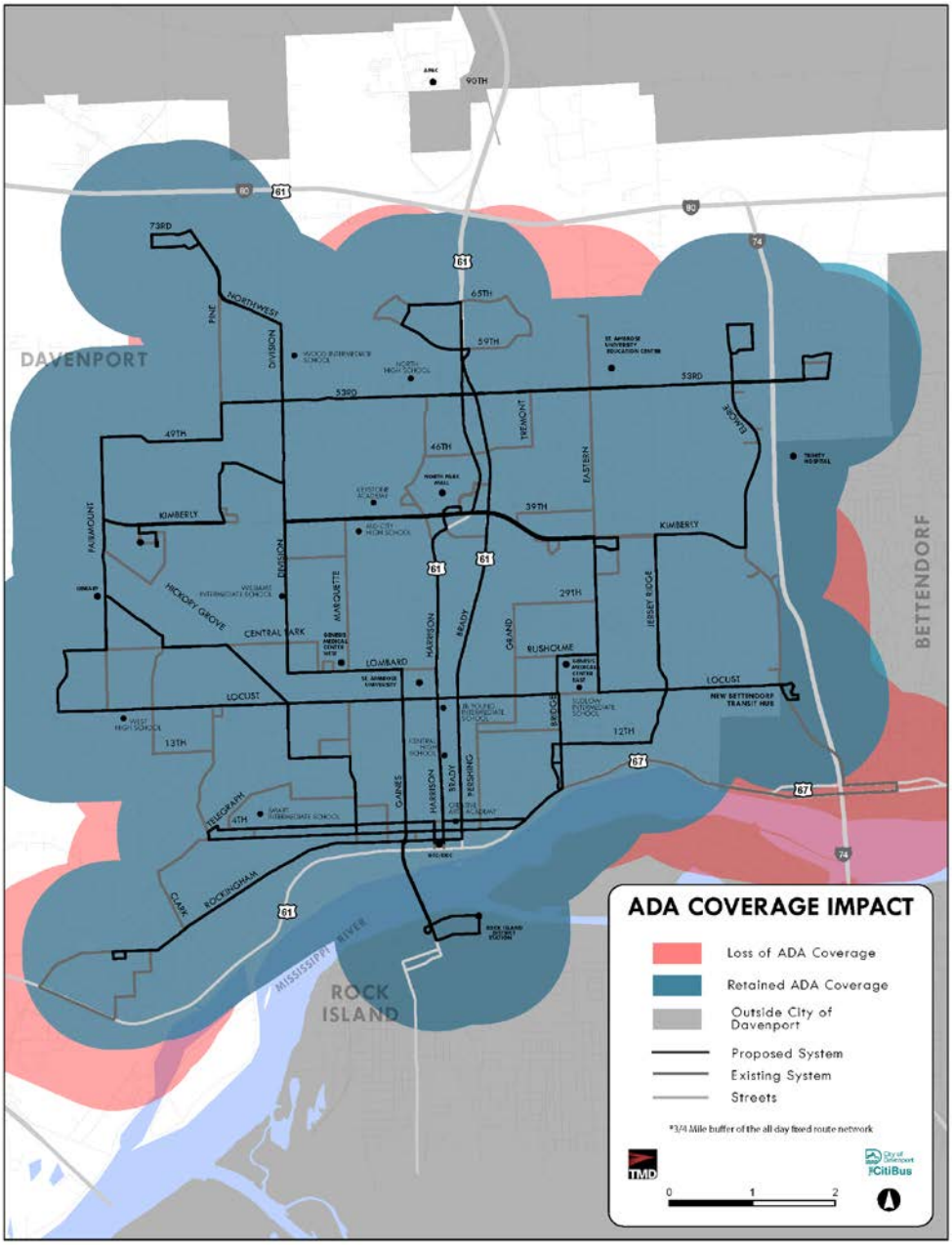


Figure 6: Proposed Network ADA Coverage Impact Map

Summary of Service Characteristics

The following table summarizes the current and proposed service characteristics of the CitiBus network. In order for CitiBus to be financially sustainable, it had to reduce its operating subsidy through the introduction of the $1.00 fare on weekends and restructuring of service. While the introduction of fares will initially result in a substantial ridership decrease, the fare revenue from this new ridership will still be beneficial over the current complete lack of revenue generation on weekends. Additionally, it is worth noting that although revenue hours and revenue miles are expected to decrease, ridership is expected to increase. Using resources more efficiently does not result in a loss of ridership; rather, by streamlining routes and making them more direct, the routes become more attractive to current and potential riders, increasing overall ridership.

	CURRENT CITIBUS SYSTEM				PROPOSED CITIBUS SYSTEM			
	Revenue Hours	Revenue Miles	Peak Vehicles	Passengers	Revenue Hours	Revenue Miles	Peak Vehicles	Passengers
Weekday	198	2,527	17	4,317	155	1,963	15	4,900
Saturday	143	1,802	16	3.464	104	1,279	11	2,430
Sunday	0	0	0	0	71	879	10	1,437
Annual	57,810	737,986	17	1,280,907	48,577	611,823	15	1,449,436

Table 2: Comparison of Daily and Annual Service Characteristics between Current and Proposed CitiBus Networks

Future Consideration

Senior mobility is an issue that is currently gaining attention all over the country. As the population ages, there is a growing population that is less able to drive and increasingly reliant on transit for mobility. At the same time, there is a movement to keep seniors independent and in their homes. These two factors make providing good mobility options for seniors a challenge in any city. Seniors have different travel patterns from the rest of the population and often do not require access to all-day, all-week fixed-route service. One of the most effective ways to meet the mobility needs of seniors is to provide dedicated senior subscription shuttles between senior living facilities or homes and key activity centers. These shuttles may operate one or two trips a day and change their destinations during the week. For example, shuttles may serve grocery stores on Mondays and Wednesdays, medical facilities on Tuesdays and Thursdays, and shopping destinations on Fridays. These services can be regularly scheduled trips that CitiBus purchases from River Bend Transit that seniors subscribe to use each week. These trips can be scheduled during off-peak hours when River Bend Transit has ADA vans available. Examples of destinations that could be served by this program include Senior Star at Elmore Place, Brookside Senior Apartments, and Dexter Court medical center.

Next Steps

Upon completion of the study, CitiBus should work with stakeholders and community members to ensure the successful implementation of the *Davenport Public Transportation Plan*. In areas that are not well suited for fixed-route transit, businesses and communities requesting additional service should partner with CitiBus to develop cost-effective alternatives. It is recommended that CitiBus monitor ridership, on-time performance, productivity, and other performance measures as the new network is implemented. If certain routes are underperforming, CitiBus should make changes to ensure efficient use of limited resources. As additional funding becomes available, investments should be made in line with the Service Allocation Policy.

Appendix

Individual Route Recommendations

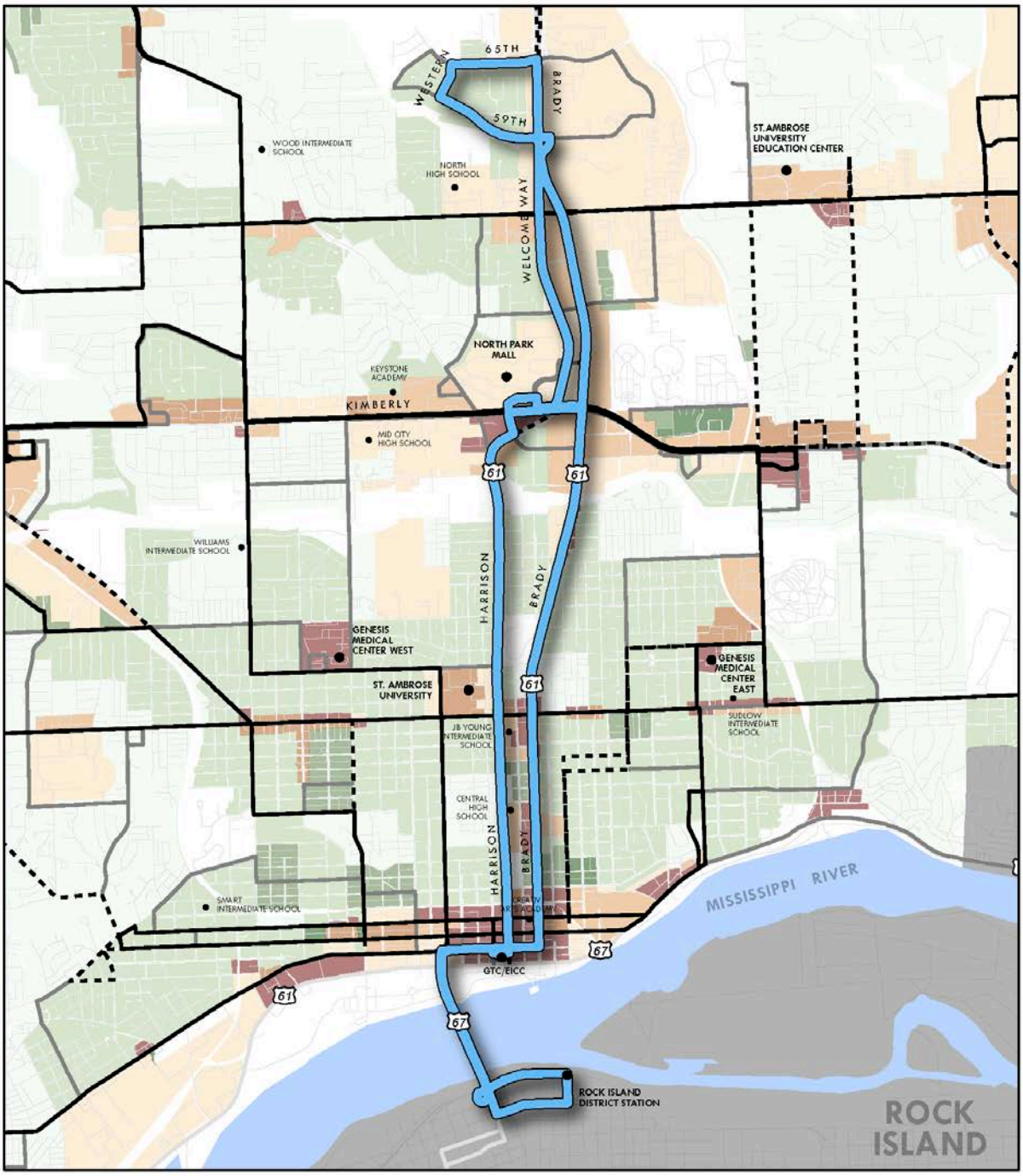
Brady/Harrison/Rock Island

The Brady Street/Harrison Street corridor between North Park Mall and Rock Island, IL is the strongest ridership corridor in the system and serves as the spine of the Davenport CitiBus transit network. 53 percent of current CitiBus riders access transit service within a ¼ mile of this corridor south of North Park Mall, meaning that improvements on this corridor would benefit one in every two riders. The reason this spine is so strong is that it connects multiple major destinations and transfer hubs (North Park Mall, St. Ambrose University, Palmer College of Chiropractic, Ground Transportation Center (GTC), and Rock Island) along a linear, mixed-use, higher density corridor with 30-minute frequency. The presence of mixed-use development and higher density housing in apartment buildings means there is continuous demand for service along the entire corridor, not just at key destinations. The 30-minute frequency provides riders with more travel options and a shorter wait time for the bus.

Currently, this corridor is served by Route 4 from Veterans Memorial Parkway through North Park Mall to downtown Davenport and Route 7 between downtown Davenport and Rock Island. Both routes operate every 30 minutes. The high number of observed transfers between these routes indicates the presence of demand for a single service connecting these major destinations, which is also more cost-effective.

The proposed route alignment operates continuous service from Veterans Memorial Parkway to North Park Mall, through the GTC, and finally into Rock Island. The route will also continue north of North Park Mall and turn around on W 65th Street to serve the low-income housing in this area.

The route will operate every 20 minutes during peak periods and every 30 minutes during off-peak hours and on weekends.



BRADY/ HARRISON/ ROCK ISLAND

Proposed Route
Proposed Network
Limited Service
Discontinued Segment

Density by Acre

Population	Employment
More than 30	
20 to 30	
10 to 20	
1 to 10	

Outside City of Davenport
Streets

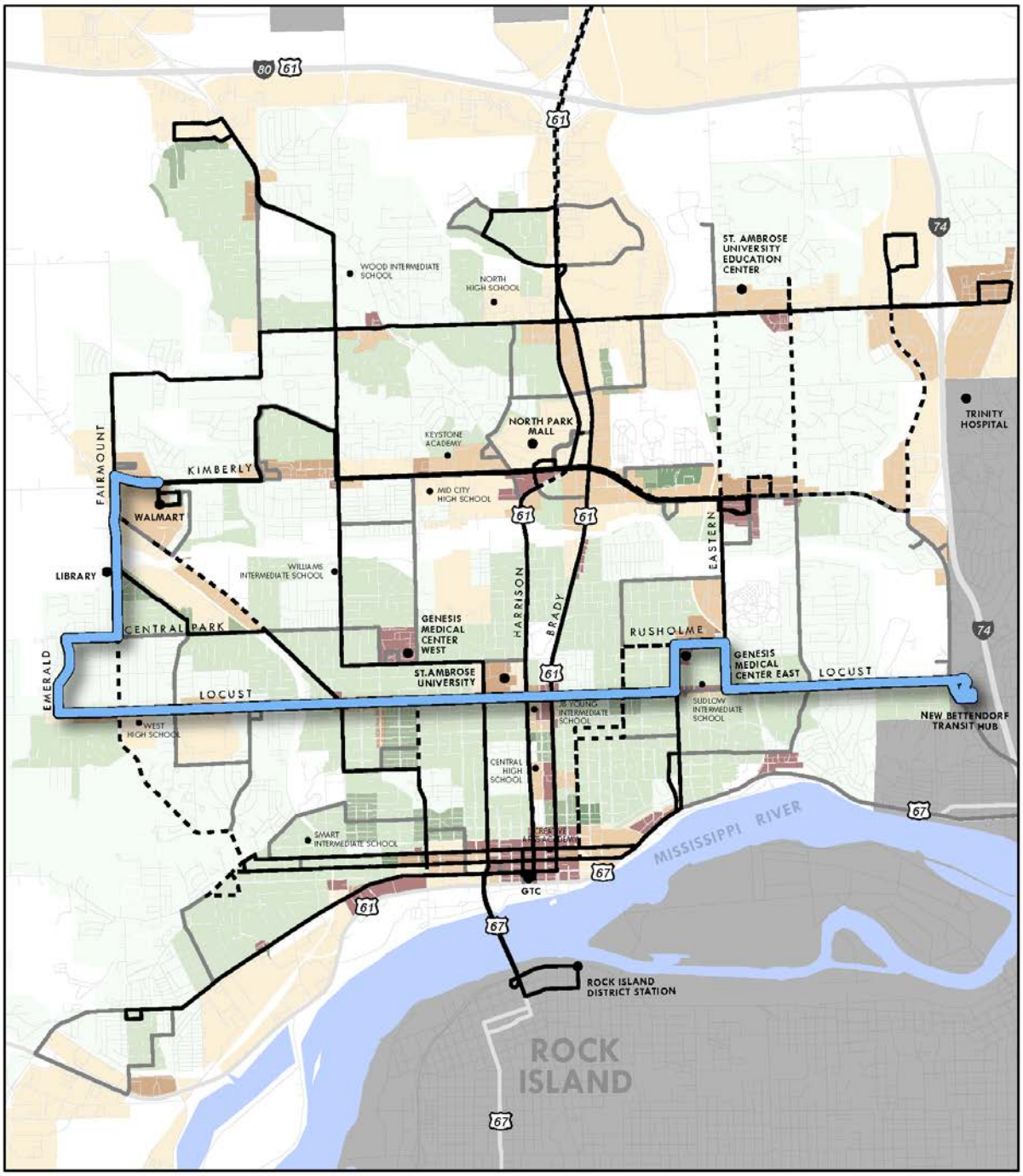
0 0.4 0.8 Miles

Locust

Locust Street was identified in the *Market Assessment* and *Service Evaluation* as a strong linear mixed-use corridor warranting cross-town transit service. In terms of transit demand potential, it is the strongest east-west corridor in the City of Davenport.

Currently, Locust Street is served by Routes 15 and 10, and traveling along the corridor requires transferring between these two services at St. Ambrose University. Route 10 operates every 60 minutes while Route 15 operates every 30, but only in one direction. Consolidated service on this corridor would greatly improve mobility along this corridor and between key destinations including the Kimberly Walmart, Fairmount Library, Eastern Iowa Community College, West High School, Hy-Vee grocery, St. Ambrose University, Genesis Medical Center East, and the new Bettendorf Transit transfer hub on Lincoln Road. Bi-directional service with frequencies of 30 minutes during peak hours will provide a significant benefit to riders. Service would operate every 60 minutes during off-peak hours and on weekends.

An example of the improvements provided to riders can be seen in the reduction in travel time between Locust Street at Emerald Drive and Genesis Medical Center East. In the existing network, riders have to transfer between Routes 15 and 10, and it takes 62 minutes to travel between these destinations (includes the transfer wait time). In the proposed network, there would be no transfer required and riders would be able to travel between these destinations in just 17 minutes.



LOCUST

Proposed Route
Proposed Network
Limited Service
Discontinued Segment

Density by Acre

Population	Employment
More than 30	
20 to 30	
10 to 20	
1 to 10	

Outside City of Davenport
Streets

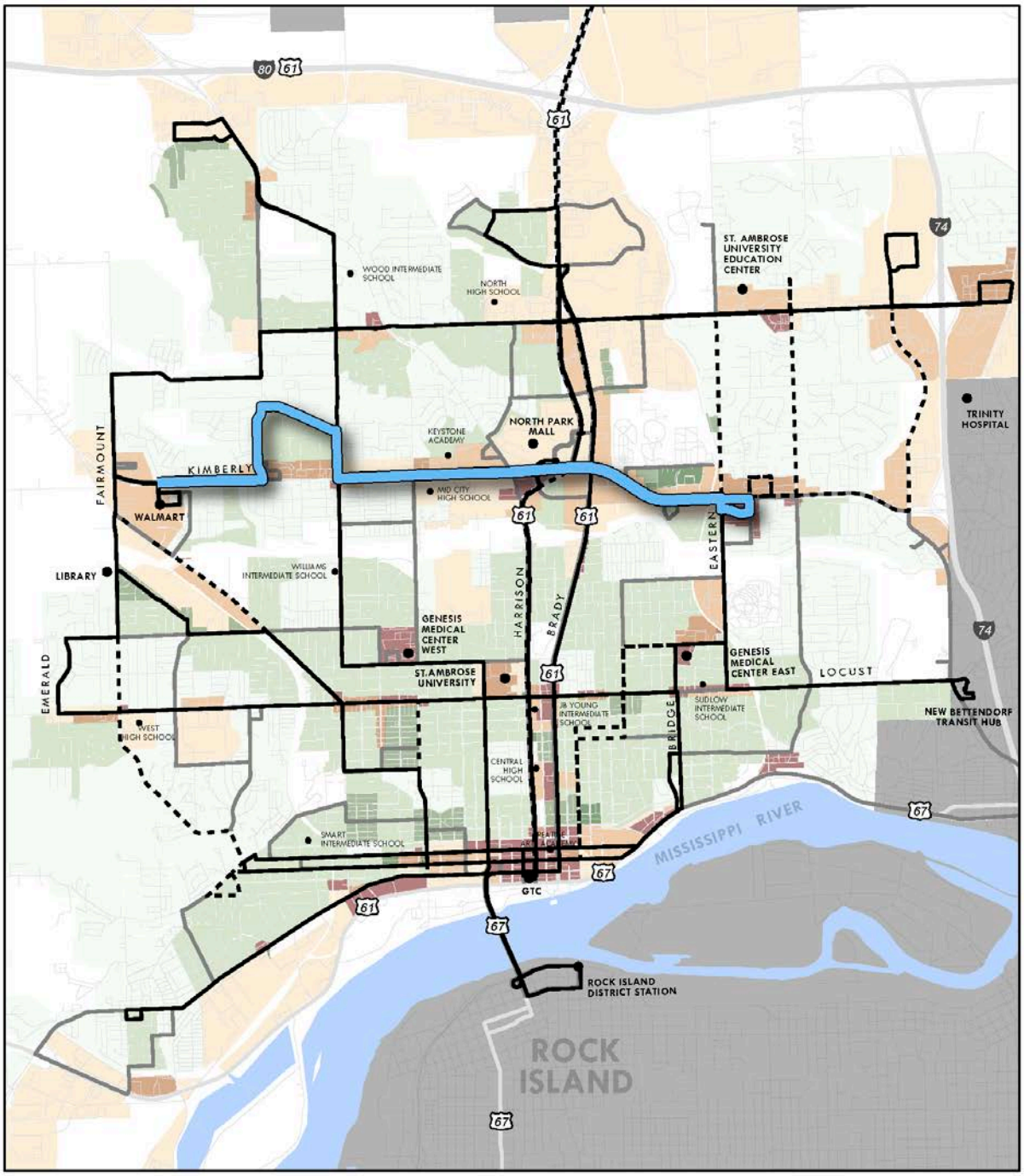
0 0.5 1 Miles

Kimberly

Kimberly Road complements Locust Street as a neighboring mixed-use, linear, east-west cross-town corridor. Kimberly Road does not have the same levels of employment and population density as Locust Street, but it connects major destinations and has the potential to develop into a strong transit-oriented corridor.

Currently, Kimberly Road is served in pieces by Routes 22, 2, 5, and 14. Proposed continuous service on this corridor would connect major destinations such as the Kimberly Wal-Mart, multiple Hy-Vee grocery stores, the Village Shopping Center, North Park Mall, and higher density apartment complexes. This would provide a more direct connection between the West Kimberly Wal-Mart and North Park Mall, which does not exist in the current system. This route would complement the Locust Street service in frequency, with 30-minute service during peak periods, and 60-minute service during off-peak periods and on weekends.

An example of the improvements provided to riders is the reduction in travel time between Kimberly Road at Eastern Avenue and the Kimberly Wal-Mart. Currently riders have to transfer between Routes 5 and 6, and it takes 60 minutes to travel between these destinations (includes the transfer wait time). In the proposed network, there would be no transfer required and riders would be able to get between these destinations in 14 minutes.



KIMBERLY

Proposed Route
Proposed Network
Limited Service
Discontinued Segment

Density by Acre

Population	Employment
More than 30	
20 to 30	
10 to 20	
1 to 10	

Outside City of Davenport
Streets

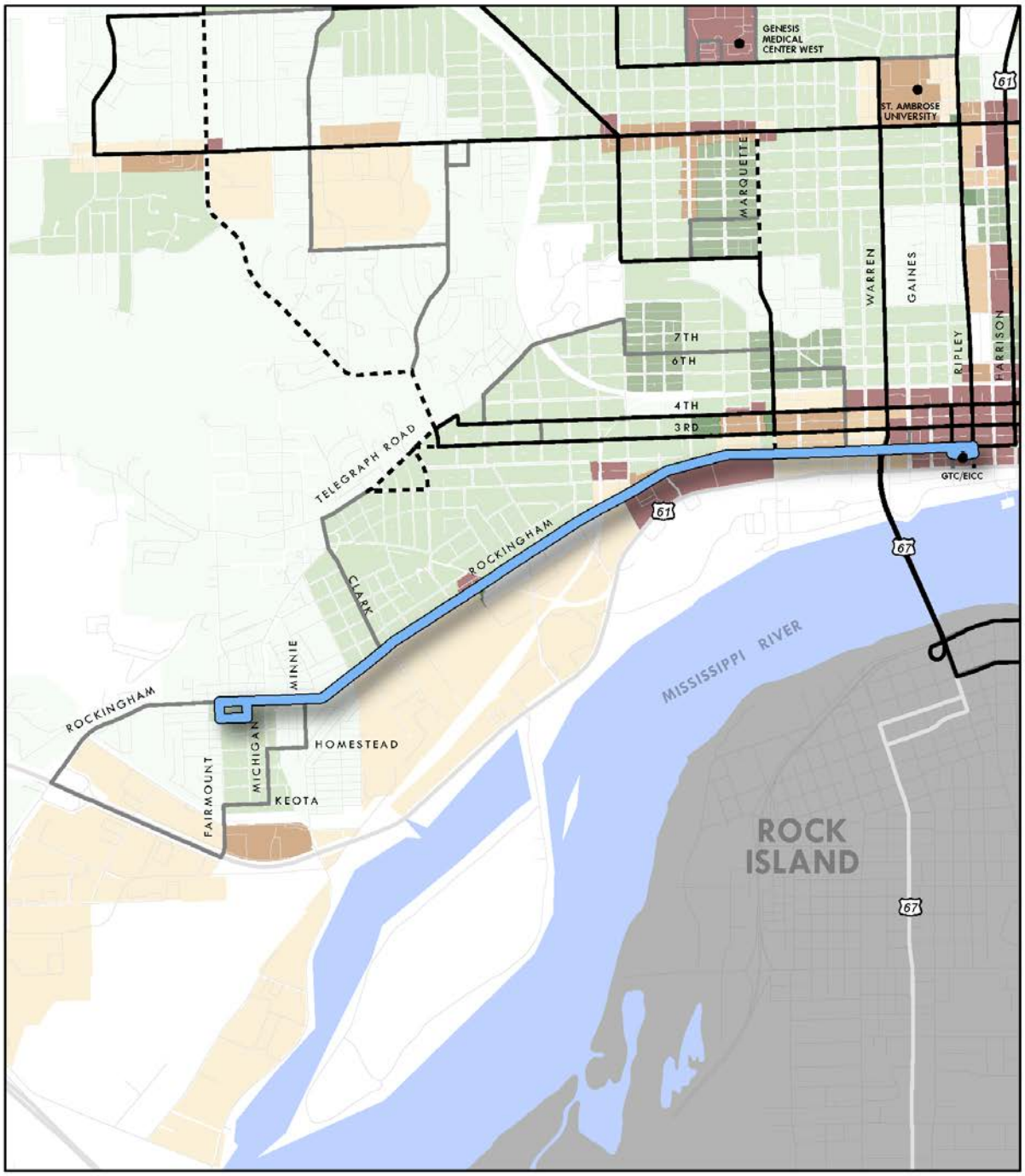
0 0.5 1 Miles

Rockingham

Existing service on Route 1 provides important transit access for residents of West Davenport. However, the current service operates every 60 minutes in one direction, providing very limited travel options for riders and forcing riders to travel far out of direction to reach their destinations.

The proposed route alignment concentrates service on Rockingham Road, where most of the boardings take place. This route would benefit riders by providing bi-directional service every 30 minutes on this corridor.

The western loop as part of the existing Route 1 is proposed for discontinuation due to low ridership and productivity. Analysis shows that 63 passengers are forced to ride through the 3-mile, 9-minute deviation each day while only 19 boardings are gained along the alignment. Fewer than five boardings and alightings are outside a ⅓ mile walk (7 minutes). The bus would turn around using S. Fairmount Street, Johnson Avenue, and S. Nevada Avenue.



ROCKINGHAM

Proposed Route
Proposed Network
Limited Service
Discontinued Segment

Density by Acre

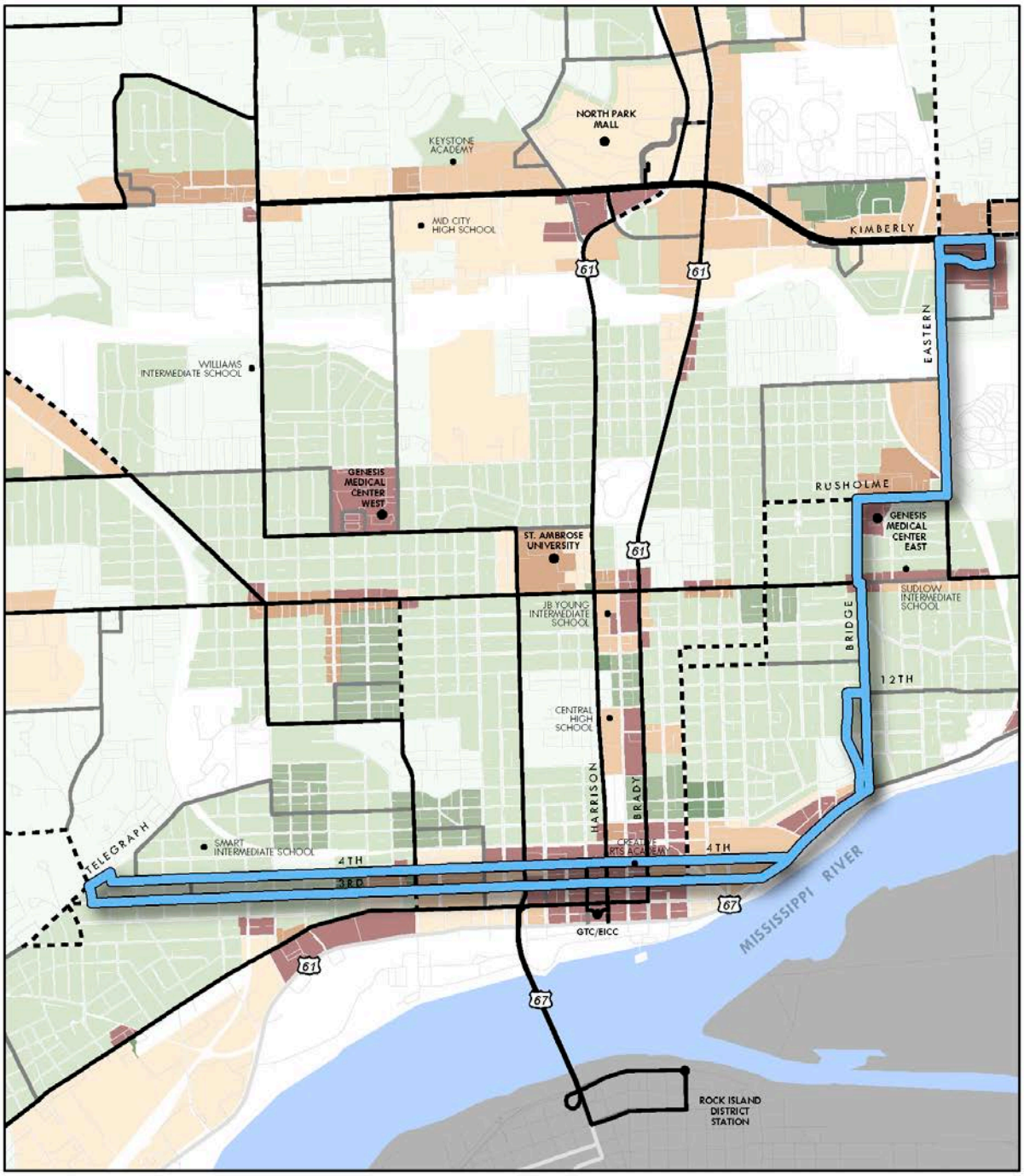
Population		Employment
	More than 30	
	20 to 30	
	10 to 20	
	1 to 10	

Outside City of Davenport
Streets

0 0.3 0.6 Miles

Eastern/3rd/4th

The proposed Eastern/3rd/4th service serves multiple purposes in the network. The route serves some of the area's highest densities of low-income population at the western end of 3rd/4th Street and along Bridge Avenue. The 3rd/4th Street portion is a strong performing route segment in the existing network. It provides circulation through downtown Davenport and access to multiple grocery stores and social services. The portion on Bridge Avenue provides a one-seat ride from downtown Davenport to Genesis Medical Center East. Finally, the segment on Eastern Avenue provides a direct connection from Kimberly Road to downtown Davenport. This route would operate every 60 minutes all week.



EASTERN 3RD & 4TH

Proposed Route
Proposed Network
Limited Service
Discontinued Segment

Density by Acre

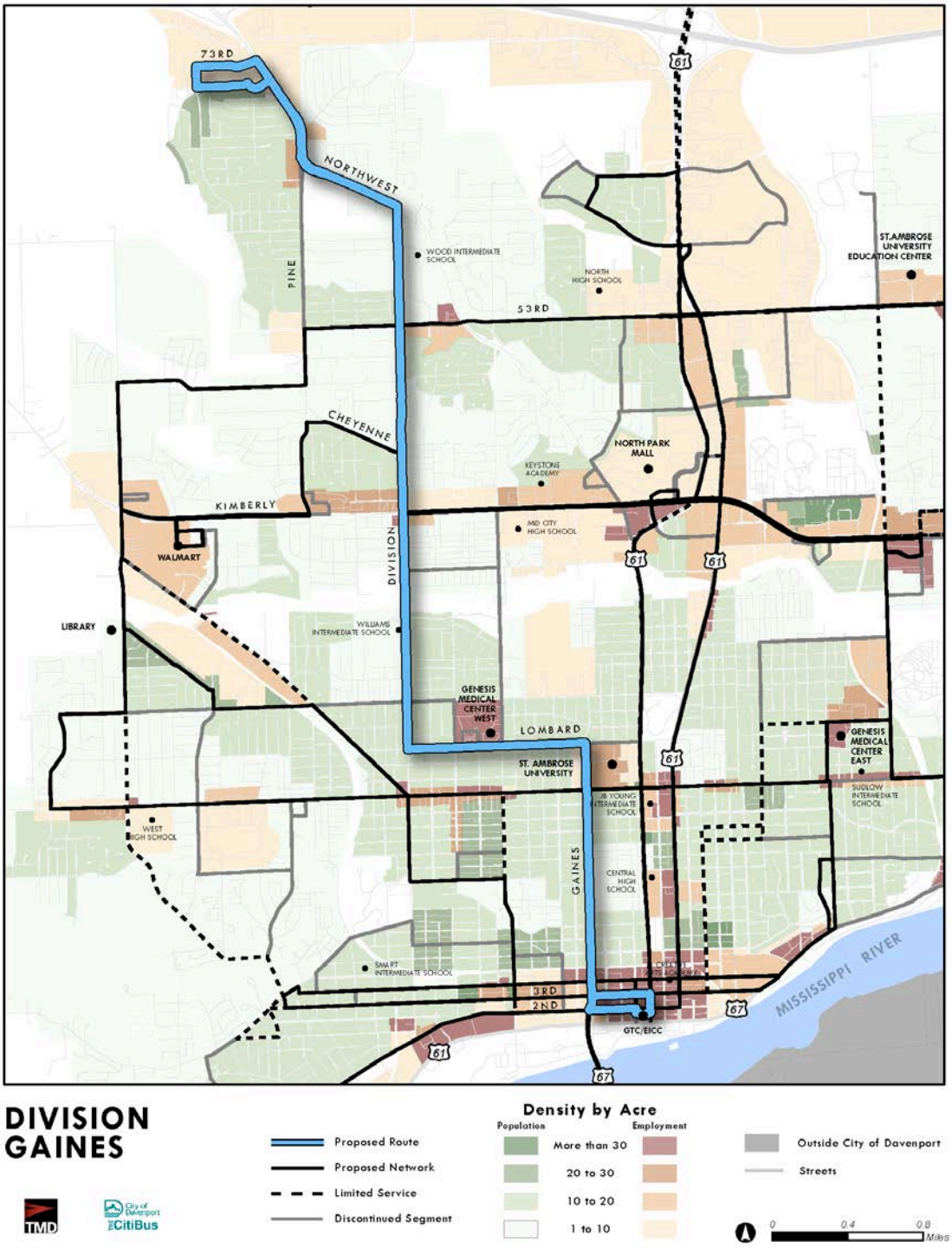
Population	Employment
More than 30	
20 to 30	
10 to 20	
1 to 10	

Outside City of Davenport
Streets

0 0.3 0.6 Miles

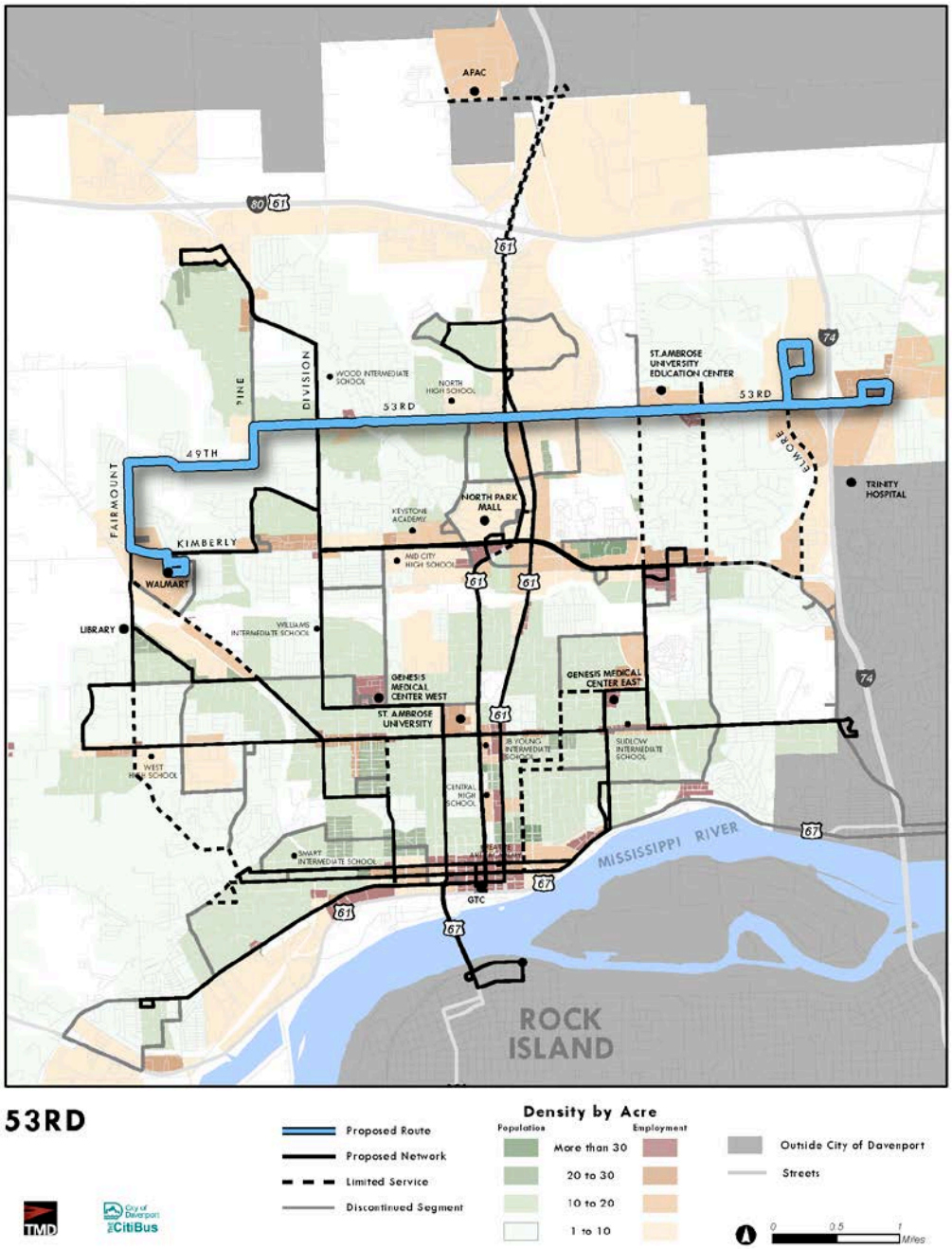
Division/Gaines

North/south service on the Brady/Harrison/Rock Island spine is complemented by the proposed Division/Gaines route. It combines the most productive north/south segments of existing CitiBus Routes 6 and 22 to provide a direct connection from northwest Davenport into downtown while completing network coverage. This route would operate every 60 minutes all week.



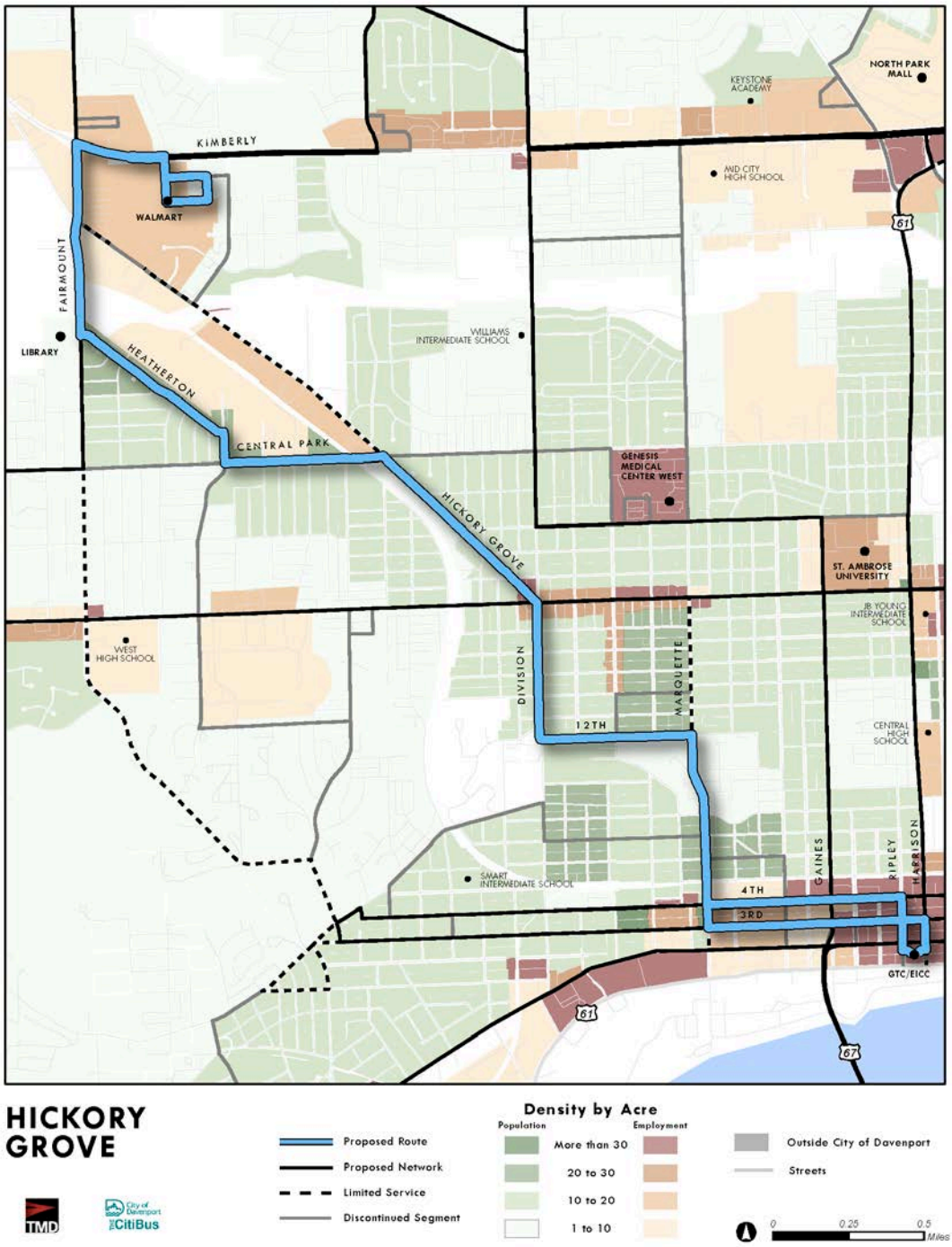
53rd Street

The proposed 53rd Street route combines elements of existing CitiBus Routes 6 and 53 to provide continuous east/west cross-town service on 53rd Street. It serves key destinations such as the Kimberly Walmart, North High School, and shopping centers on East 53rd Street. It also provides connections with Bettendorf Transit at Northridge Shopping Center. Most importantly, this route contributes to the grid structure of the new network by serving as the northernmost east/west connection. This route would operate every 60 minutes all week.



Hickory Grove

The proposed Hickory Grove route is very similar to the existing CitiBus Route 9. This route has strong performance and above average ridership and completes the network by providing a direct connection between the Kimberly Walmart and downtown Davenport transfer hubs and destinations. This route would operate every 60 minutes all week.



Elmore/12th

The proposed Elmore/12th route provides service along Elmore Avenue and 12th Street to Bridge. It starts at the Elmore Walmart, heads south on Elmore Avenue, west on Kimberly Road to Jersey Ridge Road, south on Jersey Ridge Road, and west on 12th Street to Bridge. It will operate one 60-minute loop in the mornings and afternoons on weekdays (8:00 AM-9:00 AM and 5:00 PM-6:00 PM) and Saturdays (9:00 AM-10:00 AM and 5:00 PM-6:00 PM) for a total of 12 hours a week.

City of Davenport

Agenda Group: Finance
Department: Public Works
Contact Info: Jon Meeks
Wards: All

Action / Date
FIN12/9/2015

Subject:
Motion awarding the purchase of three single-stream recycling truck chassis with 60/40 tandem axels and bodies to Elliot Equipment Co. of Davenport in the amount of $703,630.32. [All Wards]

Recommendation:
Award the purchase.

Relationship to Goals:
Financially Responsible City Government

Background:
This purchase is a piggy-back on a previous Council-approved contract. The truck chassis were evaluated through a competitive Request for Proposal that was opened on January 9, 2015. Elliot Equipment has agreed to allow the City to purchase an additional three truck chassis at the same cost per unit. Making this purchase will ensure that the deadline of the upcoming conversion to single-stream recycling is met.

Funding for this purchase comes from CIP 10503 with an available balance of $1,015,482. Source of funding is General Obligation Bonds.

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	12/7/2015 - 12:49 PM
Finance Committee	Watson-Arnould, Kathe	Approved	12/7/2015 - 12:49 PM
City Clerk	Admin, Default	Approved	12/7/2015 - 12:52 PM

City of Davenport

Agenda Group: Council
Department: Office of the Mayor
Contact Info: Bill Gluba, Mayor
Wards: 3rd

Action / Date
12/9/2015

Subject:
Motion directing the Finance Director to review again claims for payment related to the Harrison Street resurfacing project to determine payment eligibility.

Recommendation:

Relationship to Goals:

Background:

REVIEWERS:

Department	Reviewer	Action	Date
Office of the Mayor	Admin, Default	Approved	12/7/2015 - 4:47 PM

City of Davenport

Agenda Group: Public Works
Department: Public Works
Contact Info: Jen Walker; (563) 326-6168
Wards: 3

Action / Date
PW12/9/2015

Subject:
Motion approving Change Orders #1 and #2 to Langman Construction, Inc. for a net amount of $82,100 for a retaining wall along the north side of East 6th St. between Grand and Sylvan Avenues, CPED Project #BG250. A retaining wall is necessary to properly construct new sidewalk, gutter & curb on this side of the ROW. [Ward 3]

Recommendation:
Approve the motion.

Relationship to Goals:
Revitalized Neighborhoods & Corridors

Background:
Langman Construction is under contract to construct new sidewalk, curb, gutter and limited full-depth patching. The project is using HUD grant funding that requires expenditure by April 30, 2016

To protect the integrity of the planned infrastructure along the north side of E. 6th St., a retaining wall is necessary. This constructability issue was not realized prior to bidding the Project. Funding will come from bid items or quantities that will not be completed under the existing contract, and from excess grant funds associated with other housing rehabilitation projects. No City funds will be needed. If the above funding does not cover the entire $160,100, a shorter length wall will be constructed and some sidewalk/curb/gutter will not be replaced at this time.
SUMMARY OF CONTRACT AMOUNT:
Original Contract: $318,520
Previous Change Orders: $0
Change Order #1: (-)$78,000
Change Order #2: $160,100
Amended Contract Amount: $400,620

ATTACHMENTS:

Type	Description
Cover Memo	Change Order #1
Cover Memo	Change Order #2, with attachments

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Merritt, Clay	Approved	12/8/2015 - 2:39 PM
Public Works Committee	Lechvar, Gina	Approved	12/8/2015 - 2:48 PM
City Clerk	Admin, Default	Approved	12/8/2015 - 2:52 PM

City of Davenport
Public Works Department

1200 East 46th Street • Davenport, Iowa 52807
Telephone: 563-326-7923 Fax: 563-327-5182

CERTIFICATIONS

CITY ENGINEER BJS
(Work is Required)

CIP MANAGEMENT ANALYST CM
(Funds are Available)

CONSTRUCTION MGR RM
(Work is Constructible)

PUBLIC WORKS DIRECTOR NM
(Approval)

CONTRACTOR: Langman Construction, Inc.
ADDRESS: 220 34th Ave., Rock Island, IL 61201

PROJECT TITLE: **6th Street Redevelopment – Grand to Sylvan**
Project #: BG250, ORG #: 54551044, OBJECT #: 520258

Description to Contractor
Considering the contract between the City of Davenport and your Company which covers the above referenced project, the following shall be **Change Order #1**

CHANGE ORDER DESCRIPTION:
The 6th Street Redevelopment contract included several bid items that will not be necessary (examples: driveway approaches, manhole adjustment, catchbasin adjustment, etc.). Additionally, it appears the quantities for some bid items were overestimated (examples: PCC sidewalk, curb & gutter, etc.). Funds allotted for these items/quantities will be applied towards a new retaining wall (see Change Order #2).

Total Cost: (-) $78,000.00
Working Days Adjustment: n/a

SUMMARY OF CONTRACT AMOUNT:

Original Contract:	$	318,520.35
Previous Change Orders	$	0.00
This Change Order	$	- 78,000.00
Amended Contract Amount:	$	240,520.35

Recommend/Approved: Jennifer Walker Date: 12-8-15
(Up to $5,000) Jennifer Walker, Project Manager

Recommend/Approved: _____ Date: _____
Chuck Langman, Langman Construction, Inc.

Recommend/Approved: Nicole Gleason Date: 12-8-15
(Up to $15,000) Acting Public Works Director

Recommend/Approved: _____ Date: _____
(Up to $25,000) Interim City Administrator

Recommend/Approved: _____ Date: _____
(Up to $100,000) Chair, Public Works Committee

Required: Green Sheet Motion to Approve Council Meeting Date: _____

Recommend/Approved: _____ Date: _____
(Over $100,000) City Clerk, City of Davenport

Required: Green Sheet Resolution to Approve Council Meeting Date: _____

City of Davenport
Public Works Department

1200 East 46th Street • Davenport, Iowa 52807
Telephone: 563-326-7923 Fax: 563-327-5182

CERTIFICATIONS

CITY ENGINEER _____ TRS _____
(Work is Required)

CIP MANAGEMENT ANALYST _____ CM _____
(Funds are Available)

CONSTRUCTION MGR _____ RM _____
(Work is Constructible)

PUBLIC WORKS DIRECTOR _____ DY _____
(Approval)

CONTRACTOR: Langman Construction, Inc.
ADDRESS: 220 34th Ave., Rock Island, IL 61201

PROJECT TITLE: **6th Street Redevelopment – Grand to Sylvan**
Project #: BG250, ORG #: 54551044, OBJECT #: 520258

Description to Contractor
Considering the contract between the City of Davenport and your Company which covers the above referenced project, the following shall be **Change Order #2**

CHANGE ORDER DESCRIPTION:
A significant hill is present between 6th & 7th Streets in the project area. In the Engineering Division's opinion, sidewalk/curb/gutter/street patching should not be completed along the north side of E. 6th Street unless a retaining wall is installed to protect the infrastructure. To provide flexibility for future development of the lots, many of which are owned by the City, a retaining wall was designed that could be increased in height in the future. The maximum height of the retaining wall to be constructed under this Change Order is three (3) feet above grade. In the Engineering Division's opinion, this height wall will protect the infrastructure and will comply with the HUD Environmental Assessment; slope failure above the wall is still possible (see attached liability waiver).

Langman Construction agrees to construct the wall using unit pricing, and acknowledges it is possible a wall shorter in length than the designed length of 474 linear feet may be constructed (see attached agreement). Additional wall-related expenditures include hydro-seeding, removal/replacement of unsuitable native material, and erosion rock (unit prices attached). The maximum total cost is estimated by the Engineering Division to be $160,100.00.

Funding sources include negative Change Order #1 and excess funds from other housing rehabilitation projects (CPED).

Total Cost: $160,100.00
Working Days Adjustment: 25

SUMMARY OF CONTRACT AMOUNT:

Original Contract:	$ 318,520.35
Previous Change Orders	$ - 78,000.00
This Change Order	$ 160,100.00
Amended Contract Amount:	$ 400,620.35

Recommend/Approved: _____ Jennifer Walker, Project Manager _____ Date: 12-8-15
(Up to $5,000)

Recommend/Approved: _____ Chuck Langman, Langman Construction, Inc. _____ Date: _____

Recommend/Approved: _____ Nicole Gleason, Acting Public Works Director _____ Date: 12-8-15
(Up to $15,000)

Recommend/Approved: _____ Interim City Administrator _____ Date: _____
(Up to $25,000)

City of Davenport
Public Works Department

1200 East 46th Street • Davenport, Iowa 52807
Telephone: 563-326-7923 Fax: 563-327-5182

Recommend/Approved:_____ Date:_____
(Up to $100,000) Chair, Public Works Committee

Required: Green Sheet Motion to Approve Council Meeting Date: _____

Recommend/Approved:_____ Date:_____
(Over $100,000) City Clerk, City of Davenport

Required: Green Sheet Resolution to Approve Council Meeting Date: _____

CIVIL DESIGN
PROFESSIONALS
INOVATIVE ENGINEERING SOLUTIONS

November 17, 2015

Tim Martin
King's Material, Inc.
3800 South First Street
Eldridge, IA 52748

RE: East 6th Street Retaining Wall (15-0742)
Davenport, IA

Dear Mr. Tim Martin,

There is a proposed wall planned to be installed along the north side of East 6th Street to allow for reconstructing the sidewalk to meet ADA compliance. The existing slope near the proposed wall location is approximately a 1H:1V. Slope/global stability for new construction generally needs to meet a factor of safety (FOS) of 1.3 or greater with geotechnical information. Hand augers were performed to determine the properties of existing soils in the vicinity of the slope and proposed wall.

The onsite material is predominantly fill sand overlain silt and clay. Based on typical design parameters for similar soils, the back slope above the proposed wall will not satisfy the industry standard factor of safety for slope/global stability. CDP recommends increasing the wall height to reduce the back slope to a 3H:1V or flatter. If the City of Davenport (Owner) chooses to forego this recommendation, CDP shall not be held liable for any global stability movement, including but not limited to: sloughing, toe heave, etc., which may occur.

CDP will design the wall internally for the slope surcharge but there is no guarantee for the slope/global stability of the proposed wall. Prior to commencing work on the proposed wall design, CDP requires the owner to submit a signed letter stating their course of action and that they fully understand the risks involved with proposing a back slope steeper than 3H:1V and absolving CDP of any liability. Although the slope appears stable in its current geometry and in lieu of flattening, excavation shall be minimized and the vegetation maintained to the extent possible to maintain the sensitive equilibrium of the existing slope.

Sincerely,

Curtis J. Deichs, P.E.
Civil Design Professionals

Accepted On November 19, 2015 By:

Tom Leabhart, P.E.
Chief of Design
City of Davenport
Engineering Division

Langman Construction, Inc.

General Contractors

Phone: (309)786-8944
Fax: (309)786-2107

220-34th Ave
Rock Island, IL 61201

December 3, 2015

City of Davenport Engineering
1200 E 46th Street
Davenport, IA 52807

Attn: Ms. Jennifer Walker, P.E.

Re: 6th Street Improvements

We hereby confirm our verbal quote to construct approximately 1,112 square feet of retaining wall on the north side of 6th Street for $ 74,800.00. This will be approximately half of the entire wall as per submitted drawings. The remainder (other half) of wall will be constructed at the same price of $ 74,800.00, if the city so chooses after receiving bids for the 5th Street project. We will furnish requested CAD drawings to you within 2 days of your notice to proceed and engineer will also sign note that indicates that concrete construction shown on drawings is only required if wall is increased in height in the future. Topsoil is included with seeding or sod at bid unit prices.

Respectfully Submitted,
Langman Construction, Inc.

By: _____
Charles H. Langman – Chairman

cc: Bush Turf

Langman Construction, Inc.

General Contractors

Phone: (309)786-8944
Fax: (309)786-2107

220-34th Ave
Rock Island, IL 61201

December 7, 2015

City of Davenport Engineering
1200 E 46th Street
Davenport, IA 52807

Attn: Ms. Jennifer Walker P.E. – Design & Construction Coordinator

Re: 6th Street Sidewalk & Curb Improvements Retaining Wall

We hereby confirm our verbal unit prices for additional work associated with the retaining wall construction. They are as follows:

Item	Unit Price
1) Hydro-Seeding (By Bush 2.00)	2.20/s.y.
2) County Mac. Include over-excavation	60.00/c.y.
3) Erosion Rock (Bush 100.00)	110.00/t.
a) IF NEEDED	

Respectfully Submitted,
Langman Construction, Inc.

By: _____
Charles H. Langman – Chairman