COMMITTEE OF THE WHOLE

City of Davenport, Iowa

Wednesday, December 2, 2015; 5:30 PM

City Hall, 226 West Fourth Street

I. Moment of Silence

II. Pledge of Allegiance

III. Roll Call

IV. Meeting Protocol and Decorum

V. City Administrator Update

VI. Public Hearings

A. Community Development

1. Public Hearing for the purpose of amending the Downtown Urban Renewal Area Plan [Ward 3].

2. Public Hearing on the proposed conveyance of vacated Pleasant Street lying east of Clark Street to the eastern boundary of Ramirez 1st Addition.[Ward 4]

3. Public Hearing for the purpose of considering the approval of an economic development agreement for assistance with Putnam Landlord, LLC. [Ward 3]

VII. Presentations

VIII. Petitions and Communications from Council Members and the Mayor

IX. Action items for Discussion

COMMUNITY DEVELOPMENT

Bill Boom, Chairman; Jason Gordon, Vice Chairman

I. 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].

II. Motion recommending discussion or consent for Community Development items

PUBLIC SAFETY

Mike Matson, Chairman; Kerri Tompkins, Vice Chairman

III. PUBLIC SAFETY

1. 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]

2. 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]

3. 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]*

4. 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]*

5. 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

6. 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

IV. Motion recommending discussion or consent for Public Safety items

PUBLIC WORKS

Ray Ambrose, Chairman; Rick Dunn, Vice Chairman

V. 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]

VI. Motion recommending discussion or consent for Public Works items

FINANCE

Jeff Justin, Chairman; Bill Edmond, Vice Chairman

VII. 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]

VIII. Motion recommending discussion or consent for Finance items

X. PURCHASES OF $10,000 TO $50,000 (For Information Only)

1. Tri-City Electric Co. - Traffic signal relocation from Parker Bldg. - Amount: $44,940
2. Carpenter Uniform Products - Police body armor - Amount: $23,016
3. Mountain Productions, Inc. - Slings and rigging for Adler Theatre - Amount: $15,779

4. Quick Supply - Rolled concrete erosion control for stabilization @ Red Hawk Golf Course - Amount: $15,200

XI. Other Ordinances, Resolutions and Motions

XII. Public with Business

XIII. Reports of City Officials

XIV. Adjourn

City of Davenport

Agenda Group: Community Development	**Action / Date**
Department: Community Planning & Economic Development	**CD12/2/2015**
Contact Info: Bruce Berger, 326-7769	
Wards: 3	

Subject:
Public Hearing for the purpose of amending the Downtown Urban Renewal Area Plan [Ward 3].

Recommendation:
Hold the public hearing.

Relationship to Goals:
Added emphasis on economic development.

Background:
The City of Davenport is seeking to amend the Downtown Urban Renewal Area Plan and add the following projects:

The Dock Demolition: Cost $150,000
Modern Woodmen Infrastructure: Cost $25,000
Putnam City Square (Phase 2): Cost $15,108,333

In accordance with State of Iowa Code, the public hearing notice was published in the Quad City Times on November 27 2015.

ATTACHMENTS:

Type	Description
Exhibit	Downtown Urban Renewal Area Plan
Exhibit	Public Notice

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	11/24/2015 - 11:17 AM
Community Development Committee	Berger, Bruce	Approved	11/24/2015 - 11:17 AM
City Clerk	Admin, Default	Approved	11/24/2015 - 11:19 AM

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

NOTICE OF PUBLIC HEARING ON PROPOSED DOWNTOWN URBAN RENEWAL PLAN AMENDMENT, ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DAVENPORT AND PUTNAM LANDLORD, LLC AND AUTHORIZING TAX INCREMENT PAYMENTS

The City Council of the City of Davenport, Iowa will meet as the Committee-of-the-Whole in the Council Chambers on the 2nd day of December, 2015 at 5:30 P.M., at which time and place proceedings will be instituted and action taken pursuant to approving an Economic Development Agreement between the City of Davenport, Iowa and Putnam Landlord, LLC, with respect to the redevelopment of the historic Putnam building in Downtown Davenport and related improvements in the City, which agreement will provide for certain property tax incentives in the form of incremental property tax reimbursement payments totaling approximately $15,100,000 as authorized by Section 403.9 of the Code of Iowa.

The Economic Development Agreement and the obligation to make the incremental property tax reimbursement payments will not be a general obligation of the City, but will be payable solely and only from the incremental property tax revenues generated by the construction of the new commercial facilities and related improvements within the Downtown Urban Renewal Area.

The City Council will be conducted a public hearing on the question of amending the Downtown Urban Renewal Area Plan.

Downtown Urban Renewal Plan Amendment
The projects described below are also being considered for the North Urban Renewal Plan:

1) The Dock Demolition: $150,000
2) Modern Woodmen Infrastructure Expansion: $25,000
3) Putnam City Square (Phase 2): $15,108,333

At the public hearing, the Council will receive oral and written objections from any resident or property owner of the City, after which objections will be referred to the Council at its regular meeting to be held on December 2, 2015 in the Council Chambers, at 5:30 P.M., at which time the Council proposes to take additional action for approval of the Economic Development Agreement.

This notice is given by order of the City Council of the City of Davenport, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Jackie Holecek
Deputy City Clerk

City of Davenport

Agenda Group: Community Development | **Action / Date**

Department: Legal | **CD12/2/2015**

Contact Info: Brian Heyer, 563-326-6156

Wards: 4

Subject:
Public Hearing on the proposed conveyance of vacated Pleasant Street lying east of Clark Street to the eastern boundary of Ramirez 1st Addition.[Ward 4]

Recommendation:
Hold the public hearing.

Relationship to Goals:

Background:
Recently the city vacated a portion of Pleasant Street. Prior to conveying its interest in this land the city is required to hold a public hearing.

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Warner, Tom	Approved	11/9/2015 - 4:55 PM
Finance Committee	Watson-Arnould, Kathe	Approved	11/24/2015 - 11:17 AM
City Clerk	Admin, Default	Approved	11/24/2015 - 11:19 AM

City of Davenport

Agenda Group: Community Development | **Action / Date**
Department: CPED | **CD12/2/2015**
Contact Info: Bruce Berger, 326-7769
Wards: 3

Subject:
Public Hearing for the purpose of considering the approval of an economic development agreement for assistance with Putnam Landlord, LLC. [Ward 3]

Recommendation:
Hold the hearing.

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.

As required by Iowa Code, a public hearing is required prior to the 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 approximately totaling $15.1 million over a 20 year period. The rebate would come through the use of tax increment financing applied to the assessed value of the improved properties listed above. The details of this financial assistance will be established in the economic development agreement between the company and the City. The economic development agreement will be attached to the public hearing notice and available on the City's website.

ATTACHMENTS:

Type	Description
Cover Memo	Notice of Public Hearing

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	11/24/2015 - 11:17 AM
Community Development Committee	Berger, Bruce	Approved	11/24/2015 - 11:17 AM
City Clerk	Admin, Default	Approved	11/24/2015 - 11:19 AM

NOTICE OF PUBLIC HEARING ON PROPOSED DOWNTOWN URBAN RENEWAL PLAN AMENDMENT, ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DAVENPORT AND PUTNAM LANDLORD, LLC AND AUTHORIZING TAX INCREMENT PAYMENTS

The City Council of the City of Davenport, Iowa will meet as the Committee-of-the-Whole in the Council Chambers on the 2nd day of December, 2015 at 5:30 P.M., at which time and place proceedings will be instituted and action taken pursuant to approving an Economic Development Agreement between the City of Davenport, Iowa and Putnam Landlord, LLC, with respect to the redevelopment of the historic Putnam building in Downtown Davenport and related improvements in the City, which agreement will provide for certain property tax incentives in the form of incremental property tax reimbursement payments totaling approximately $15,100,000 as authorized by Section 403.9 of the Code of Iowa.

The Economic Development Agreement and the obligation to make the incremental property tax reimbursement payments will not be a general obligation of the City, but will be payable solely and only from the incremental property tax revenues generated by the construction of the new commercial facilities and related improvements within the Downtown Urban Renewal Area.

The City Council will be conducted a public hearing on the question of amending the Downtown Urban Renewal Area Plan.

Downtown Urban Renewal Plan Amendment

The projects described below are also being considered for the North Urban Renewal Plan:

1) The Dock Demolition: $150,000
2) Modern Woodmen Infrastructure Expansion: $25,000
3) Putnam City Square (Phase 2): $15,108,333

At the public hearing, the Council will receive oral and written objections from any resident or property owner of the City, after which objections will be referred to the Council at it's regular meeting to be held on December 2, 2015 in the Council Chambers, at 5:30 P.M., at which time the Council proposes to take additional action for approval of the Economic Development Agreement.

This notice is given by order of the City Council of the City of Davenport, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Jackie Holecek
Deputy City Clerk

City of Davenport

Agenda Group: Community Development | **Action / Date**
Department: Community Planning & Economic Development | **CD12/2/2015**
Contact Info: Bruce Berger, 326-7769
Wards: 3

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	Berger, Bruce	Approved	11/24/2015 - 11:18 AM
Community Development Committee	Berger, Bruce	Approved	11/24/2015 - 11:18 AM
City Clerk	Admin, Default	Approved	11/24/2015 - 11:19 AM

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

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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: Community Development | **Action / Date**
Department: CPED | **CD12/2/2015**
Contact Info: Bruce Berger, 326-7769
Wards: 3

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	Berger, Bruce	Approved	11/24/2015 - 11:20 AM
Community Development Committee	Berger, Bruce	Approved	11/24/2015 - 11:20 AM
City Clerk	Admin, Default	Approved	11/24/2015 - 11:21 AM

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 "<u>Maximum TIF Amount</u>"). 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 "<u>Parker Maximum TIF Amount</u>"), 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 "<u>Putnam Maximum TIF Amount</u>").

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 "<u>Putnam</u>

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 "<u>Contingency</u>") on or before September 30, 2016 (the "<u>Contingency Date</u>"); 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: Community Development | **Action / Date**
Department: Community Planning and Economic Development | **COW11/18/2015**
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
Cover Memo	Resolution
Backup Material	Notice

Backup Material	Annexation Petition

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	11/24/2015 - 10:42 AM

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 2655.58 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

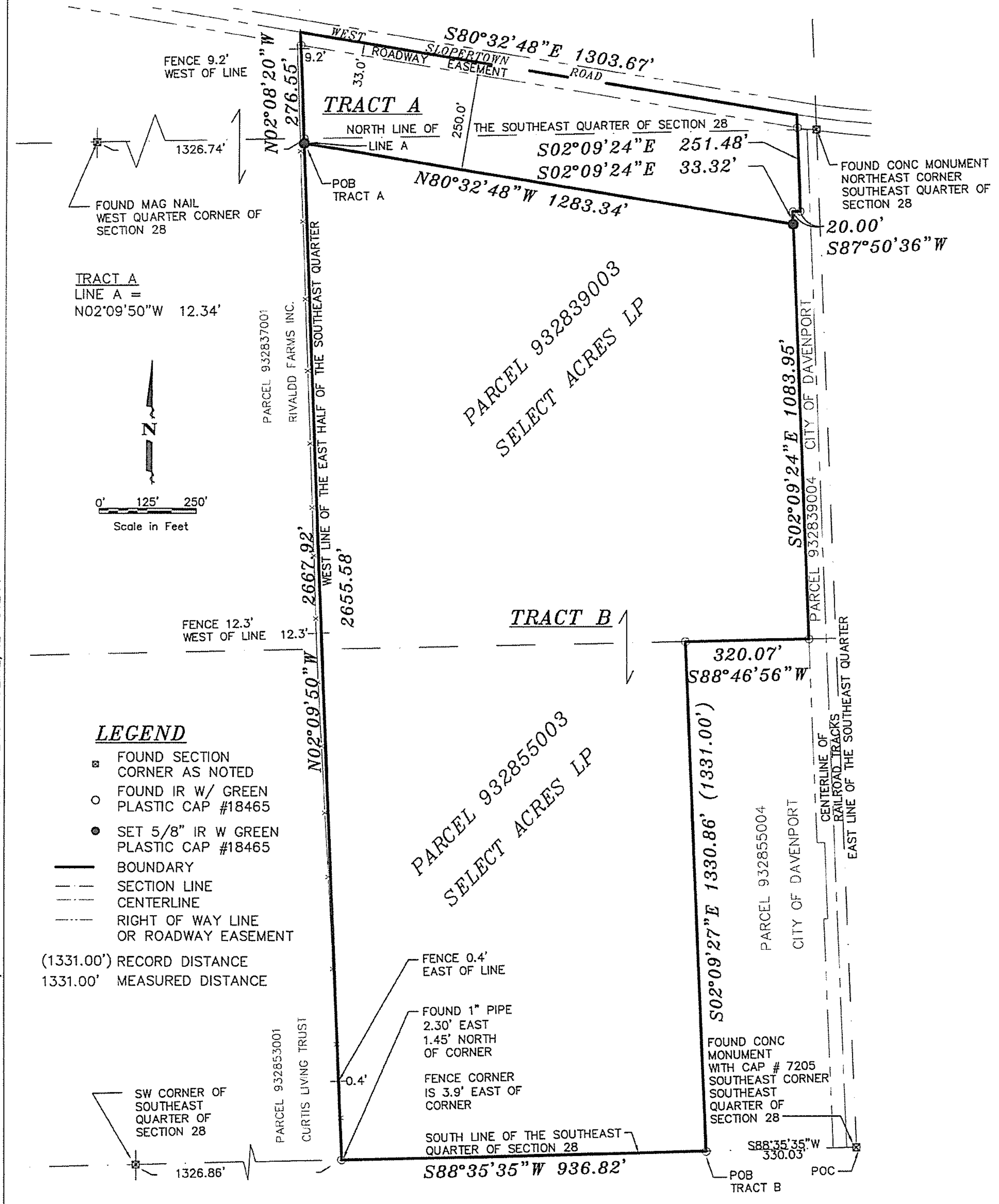
On this 2nd day of November, 20 15, before me, a Notary Public in and for Scott County, Iowa, personally appeared Brock Earnhardt, to me personally known, who being by me duly sworn, did say that that person is President of said corporation, that the seal affixed to said instrument is the seal of said 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



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:

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) 792-9350 Fax (309) 792-8874
Design Firm License: Illinois184-000815

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

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

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			
DRAWN BY: JWA	NO.	ITEM	DATE	
CHECKED BY: JWA				
DATE: 10/30/15				

McClure Engineering Associates, Inc.
4700 Kennedy Drive East Moline, Illinois 61244
(309) 792-9300 Fax (309) 792-0874
Design Firm License: Illinois/184-000818

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

City of Davenport

Agenda Group: Public Works | **Action / Date**
Department: Public Works | **PW11/18/2015**
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]

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 Committee	Admin, Default	Approved	11/24/2015 - 9:34 AM

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: Public Safety | **Action / Date**
Department: Public Works | **PS12/2/2015**
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]

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 - Engineering	Lechvar, Gina	Approved	11/24/2015 - 10:57 AM
Public Works Committee	Lechvar, Gina	Approved	11/24/2015 - 10:59 AM
City Clerk	Admin, Default	Approved	11/24/2015 - 11:20 AM

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: Public Safety
Department: Public Works
Contact Info: Gary Statz (563) 326-7754
Wards: 4

Action / Date
PS12/2/2015

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 - Engineering	Lechvar, Gina	Approved	11/24/2015 - 10:59 AM
Public Works Committee	Lechvar, Gina	Approved	11/24/2015 - 10:59 AM
City Clerk	Admin, Default	Approved	11/24/2015 - 11:20 AM

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: Public Safety
Department: Public Works
Contact Info: Gary Statz (563) 326-7754
Wards: 1

Action / Date
PS12/2/2015

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 - Engineering	Admin, Default	Approved	11/24/2015 - 3:27 PM
Public Works Committee	Admin, Default	Approved	11/24/2015 - 3:27 PM
City Clerk	Admin, Default	Approved	11/24/2015 - 3:28 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: Public Works	**Action / Date**
Department: Public Works/Fire Dept	**PW12/2/2015**
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
Finance	Lechvar, Gina	Approved	11/24/2015 - 10:57 AM
Finance Committee	Watson-Arnould, Kathe	Approved	11/24/2015 - 11:16 AM
City Clerk	Admin, Default	Approved	11/24/2015 - 11:20 AM

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 Fire Chief Lynn Washington 11/23/15
PW Director Date Fire Chief Date

Approved By BW
Budget/CIP

Approved By BW
Finance Director

City of Davenport

Agenda Group: Finance **Action / Date**
Department: Finance **FIN12/2/2015**
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	Watson-Arnould, Kathe	Approved	11/25/2015 - 4:38 PM
Finance Committee	Watson-Arnould, Kathe	Approved	11/25/2015 - 4:38 PM
City Clerk	Admin, Default	Approved	11/25/2015 - 4:39 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: Tony T Baxter

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 T 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:
ELMORE AVENUE EXTENSION I

OWNER:
BAXTER CONSTRUCTION COMPANY

CONTRACTOR/CONSTRUCTION MANAGER:
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 T Baxter

Tony Baxter, Manager

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

Notary Public: Teresa Guzman 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

PERIOD TO: FINAL/RETAINAGE

Distribution to:
OWNER
ARCHITECT
CM

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		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
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

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.

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					
	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

PERIOD TO: Retainage

ARCHITECT'S PROJECT NO.: 14-010

Distribution to:
OWNER
ARCHITECT
CM

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

CM: Baxter Construction Co., LLC

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

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
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	

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: A J Nelson
My Commission expires: 6/20/17

AMY J NELSON
Notarial Seal - IOWA
Commission No. 768484
My Commission Expires June 20, 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: 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 # 14012
04P
Cost Code 02-8233
Initialed R

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. All work is complete. An electronic copy of the report was delivered 9/11/2014	2,800.00
• Credit on account due to absence of one of the several buildings anticipated to be included in the inspection.	-400.00

Thank you for choosing EnviroNET! We appreciate your business.

	Total	$2,400.00

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

ARCHITECT'S PROJECT NO.: 14-010

Distribution to:
OWNER
ARCHITECT
CM

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

CM:

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

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

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: 11/5/15

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

2/13/16

$2,542,794.30

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: ____________

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

By Quick Auto LLC. Mgr

Date: 6-11-15

Date: 06/11/15

APPLICATION AND CERTIFICATE FOR PAYMENT

Lines 7 + 8

(Instructions on reverse side)

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

FROM: Soil-Tek

Contract for: 14010-06S ~ SWPPP & Landscaping

PROJECT: Elmore Avenue Extension

CM: Baxter Construction Co., LLC

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

APPLICATION NO.: 8

PERIOD TO: 10/31/2015

ARCHITECT'S PROJECT NO.: 14-010

Contract Date:

Distribution to:
OWNER
ARCHITECT
CM

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: [signature] Date: 11/17/2015

State Of Iowa
County Of Polk
Notary Public: [signature]
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 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%
	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: 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

NOTARIAL SEAL IOWA

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 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%
	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) Page 1 of 2 Pages

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 Kawn Date: 11-4-15

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

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

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.

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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 - 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.
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 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 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 - 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	$329,613.46		$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.

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

ENGINEER: 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

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
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	$81,063.86	$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

==========

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 Kaiser Date: 11-5-15

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

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

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

$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.

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 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

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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 - 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 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 - 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.

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%
	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			

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

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	

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: 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

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

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

PERIOD TO: 11/3/2015

Distribution to:
OWNER
ARCHITECT
CM

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		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
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. Mafsell 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

Moving the Earth Today for a Better Tomorrow

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

Job # 14010
PO/Contract# CO
Cost Code 01-3050/G/6152
Initialed R

CHANGE ORDER

DATE: 1/15/2015
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. MJR 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/E/6156
Initialed JL

POSTED

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

14010/6/01-3030/6156
n

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

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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
8 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

Meter No: S98527086

Rate: GE General Energy		Winter
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 14-010
OBSESSIVELY. RELENTLESSLY AT YOUR SERVICE.

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

Invoice Number: 610020415 Date: 04/20/15
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
$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
01 30030 / 6 / 61516
R

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 888-427-5632. 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 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

IDF5014000257201010C110

***************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: ____________ Date: 1/19/15

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

NICOLE M. MESICK
Commission Number 786366
My Commission Expires
9/23/15

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 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 Out 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 01304016/6154
Initialed JL

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

Subtotal NonTaxed:	$0.00
Subtotal Taxable:	$26.43
Subtotal Tax:	$0.00
Current Invoice Total:	$26.43
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**

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
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

Last Payment Date
23-Dec-2013

Job Number:
Accounting ID:

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

Payment 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
66048	01-Feb-2015	$74.00
	Please Pay:	**$74.00**

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

Credit Card Number
Cd
Date Expires
Sec

Signature
Check to enroll in auto-pay
Amount to Pay or leave blank to pay in full

To:

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

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

14010-14P
01-3040-616156
R 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
30-Day:	$0.00				
60-Day:	$0.00	$0.00		$0.00	No Tax on Service
90-Day+:	$0.00				
Total:	$74.00	Terms: Upon Receipt	+/- Chrg or Pymt:	$0.00	

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

Thank you for your business!

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

Baxter Construction
3225 Avenue N
Fort Madison, IA 52627

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

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
Amount to Pay or leave blank to pay in full

☐ Check to enroll in auto-pay

PS3 Enterprises, Inc — The Outhouse

14010

PO Box 396
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
30-Day:	$0.00				
60-Day:	$0.00	$0.00		$0.00	No Tax on Service
90-Day+:	$0.00				
Total:	$317.00				

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

Subtotal NonTaxed:	$0.00
Subtotal Taxable:	$243.00
Subtotal Tax:	$0.00
Current Invoice Total:	$243.00
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**

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

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

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

Last Payment Date
07-Apr-2015

Job Number: Accounting ID:

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

Signature
Amount to Pay or leave blank to pay in full

☐ Check to enroll in auto-pay

Thank you for your business!

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

Last Payment Date
07-Apr-2015

Job Number:
Accounting ID:

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

POSTED

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:

Credit Card Number Cd   Date Expires   Sec

Signature   Amount to Pay or leave blank to pay in full

☐ Check to enroll in auto-pay

To:

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

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

Last Payment Date
17-Jun-2015

Job Number: Accounting ID:

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 ____ Amount to Pay or leave blank to pay in full ____

☐ Check to enroll in auto-pay

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
R 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
Alt: / /

ORDER/INVOICE# 0158691174
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

INVOICE

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

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
Valuation:
Parcel #:
Legal Description:

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 PROJECT IDENTIFICATION: ELMORE AVE EXTENSION PHASE 2 **$100 Fee enclosed** [X]	32-3202 POSTED 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

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 signature	☐ Returned for corrections
☐ For review and comment	☐ Approved as submitted	☒ For your use
☐ For approval	☐ Approved as noted	☐ 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

POSTED

IOWA DNR AUTHORIZATION NUMBER: IA - 25880-25643

- ☑ 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
01-77606 | 6158
N 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
Valuation:
Parcel #:
Legal Description:

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 3/86 (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	1,421,600.0[illegible]
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	1,421,600.0[illegible]
500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
501. Excess Deposit (See Instructions)	
502. Settlement Charges to Seller (Line 1400)	4,649.4[illegible]
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	4,649.4[illegible]
600. CASH AT SETTLEMENT TO/FROM SELLER:	
601. Gross Amount Due To Seller (Line 420)	1,421,600.0
602. Less Reductions Due Seller (Line 520)	(4,649.4
603. CASH (X TO) (FROM) SELLER	1,416,950.6[illegible]

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: Tony J. [signature]

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.	B. TYPE OF LOAN:
U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT	1. ☐ FHA 2. ☐ FmHA 3. ☐ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS.
SETTLEMENT STATEMENT	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 3/98 (14088871.PFD/14088871/37)

D. NAME AND ADDRESS OF BORROWER:	E. NAME AND ADDRESS OF SELLER:	F. NAME AND ADDRESS OF LENDER:
Baxter Construction Company, LLC	Quick Fix Auto, L.L.C.	

G. PROPERTY LOCATION:	H. SETTLEMENT AGENT:	I. SETTLEMENT DATE:
Parcels J Scott County, Iowa	Meridian Title Company PLACE OF SETTLEMENT 423 17th Street Rock Island, Il 61201	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	232,000.0
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	232,000.0
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 Fohseke, 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.

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: Tony T. Baxter

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
$12,200,000.00 Available to Advance	
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
$61,000.00 Origination Fee	
Other Charges Paid in Cash:	$1,844,525.00
$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/Fehseke	
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

...EASE 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
HECK ATE 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
SAVANNA & THOMSON, ILLINOIS
70-1622
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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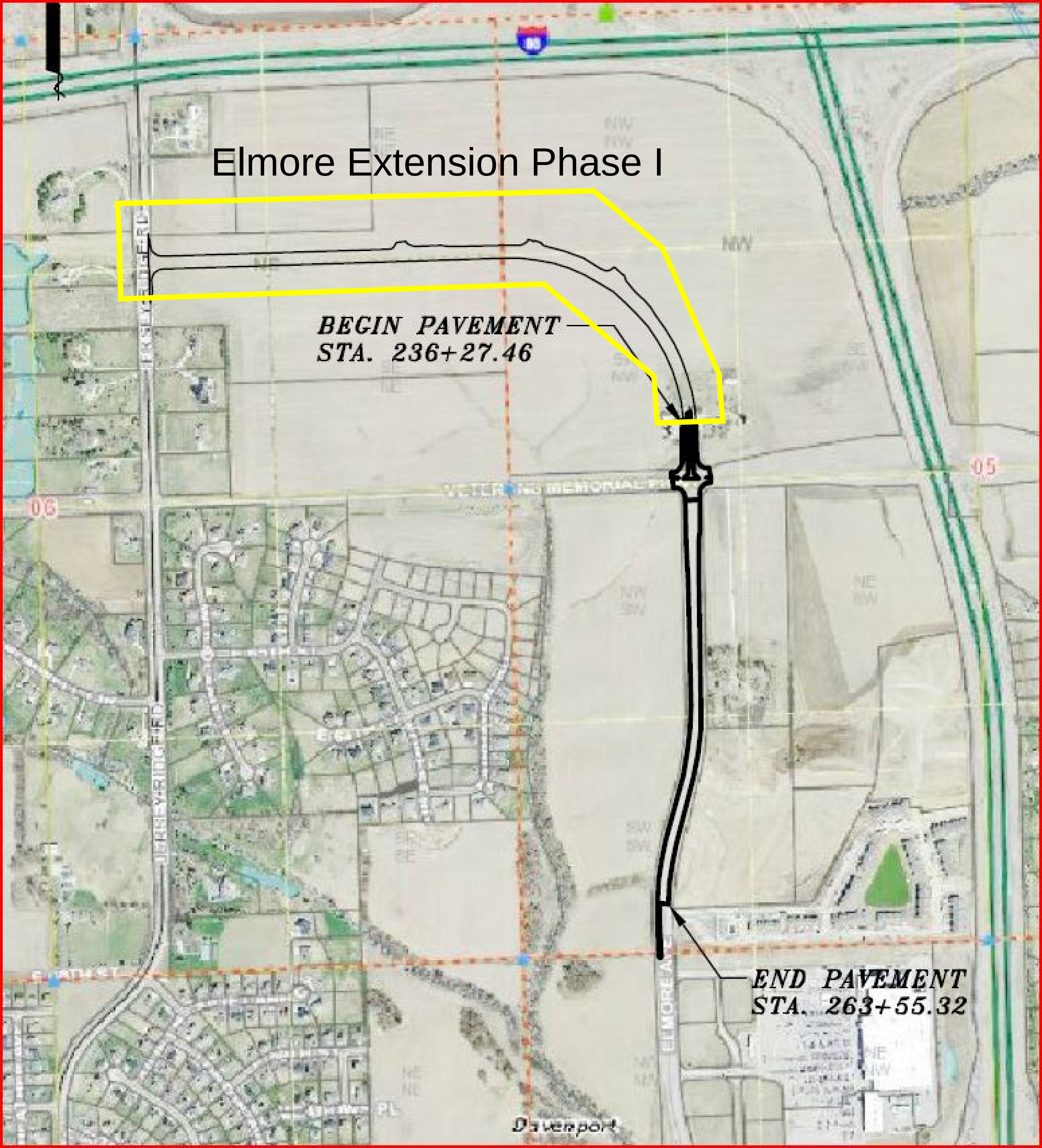
Elmore Extension Phase I
BEGIN PAVEMENT
STA. 236+27.46
END PAVEMENT
STA. 263+55.32
VETERANS MEMORIAL PKWY
ELMORE AVE
Davenport

City of Davenport

Agenda Group: Finance
Department: Fire
Contact Info: Lynn Washburn - 326-7942
Wards: 3

Action / Date
FIN12/2/2015

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	Watson-Arnould, Kathe	Approved	11/24/2015 - 4:17 PM
Finance Committee	Watson-Arnould, Kathe	Approved	11/24/2015 - 4:18 PM
City Clerk	Admin, Default	Approved	11/24/2015 - 4:42 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. Washburn-Livingston
Department Director

Approved By Brandi Conger
Budget/CIP

Approved By BW
Finance Director

City of Davenport

Agenda Group: Finance	**Action / Date**
Department: Public Works - Fleet	**FIN12/2/2015**
Contact Info: Jon Meeks - 326-7922	
Wards: All	

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	Watson-Arnould, Kathe	Approved	11/23/2015 - 5:20 PM
Finance Committee	Watson-Arnould, Kathe	Approved	11/23/2015 - 5:21 PM
City Clerk	Admin, Default	Approved	11/24/2015 - 9:05 AM

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