



Clerk

# CITY OF CLEAR LAKE

15 North 6th Street • P.O. Box 185 • Clear Lake, IA 50428  
Phone (641) 357-5267 • Fax (641) 357-8711  
www.cityofclearlake.com

Mayor  
NELSON P.  
CRABB

September 16, 2011

City  
Administrator  
SCOTT  
FLORY

HONORABLE MAYOR & CITY COUNCIL MEMBERS:

The next meeting of the Clear Lake City Council is scheduled for Monday, **September 19, 2011**, at 6:30 p.m., in the Council Chambers, at City Hall. Please refer to the enclosed agenda for the items discussed below.

COUNCIL  
MEMBERS

SHANE W.  
COONEY  
Ward 1

**ITEM #6B 2010 Water Distribution System Project**. On March 1, 2010, the Council awarded the construction contract for the project to McKiness Excavating of Mason City, Iowa. The amount of the contract was \$949,171.50, which was later revised due to change orders to \$951,168.50.

TONY J.  
NELSON  
Ward 2

The contractor has completed work on the project and the engineer has now filed the Certificate of Completion with the City, indicating the project has been completed in conformance with the plans & specifications previously adopted by the Council. Enclosed in your packet is Pay Estimate #10, which serves as the "final" pay estimate for the project. In accordance with the Code of Iowa, payment of the 5% retainage amount cannot occur prior to 30 days having elapsed following the Council's acceptance of the project.

BEN  
FURLEIGH  
Ward 3

MIKE  
CALLANAN  
At Large

Again, the total value of the construction contract, as revised by change orders was \$951,168.50. The total value of work completed on the project was \$912,057.21, which is nearly \$40,000 less (4.1%) than the amount of the contract as revised.

TERRY  
UNSWORTH  
At Large

**ITEM #6D Annual Street Financial Report (2011)**. The Code of Iowa, Section 312.14, requires that cities receiving an allotment of Road Use Tax (RUT) Funds prepare and submit to the Iowa DOT a financial accounting of the use of the funds they receive. The RUT Report provides the Iowa DOT and Federal Highway Administration with a documented record of street receipts and expenditures of Iowa's cities. The Report must be completed and filed each year by September 30<sup>th</sup>.

The FY 11 Report includes the following major capital improvement projects completed during the fiscal year: "Record Plaza" and 2<sup>nd</sup> Avenue N. As noted in the Report, the RUT Fund had an ending balance of \$1,246,026. The "projected" ending cash balance following the most recent amendment was estimated at \$772,326. The difference primarily being due to certain capital projects not being



completed by June 30<sup>th</sup> and actual expenses being less than budgeted for certain activities. Total revenues associated with the FY 11 RUT Report were \$3,609,105 and expenses \$2,363,079.

**ITEM #6E 19 S. 3<sup>rd</sup> Street Parking Lot Project.** At its meeting on August 29<sup>th</sup>, the Council awarded the construction contract for the project to Dean Snyder Construction of Clear Lake. The amount of the contract \$139, 236.25. The City has now received the partially executed contract, bonds, and certificate of insurance from the Contractor. All these documents have been reviewed by City staff and the project engineer and have been determined to be in compliance with the Project's specifications. The Project completion date is November 4<sup>th</sup> and the pre-construction conference was held on September 9<sup>th</sup>.

Please feel free to contact me if you have questions about any of the agenda items.

Scott Flory  
City Administrator

Cc: Jennifer Larsen, City Clerk (with attachments)  
Joe Weigel, Public Works Director (with attachments)  
Linda Nelson, Finance Officer (with attachments)  
Greg Peterson, Chief of Police (with attachments)  
Charlie Biebesheimer, City Attorney (with attachments)  
Gary Bright, Director, CL Chamber (C/A only – via e-mail)  
Jim Boehnke, 3<sup>rd</sup> Ward candidate (with attachments) 1510 N. 23<sup>rd</sup> Street  
Dana Brant, 1<sup>st</sup> Ward candidate (with attachments) 1201 N. 5<sup>th</sup> Street

TENTATIVE AGENDA  
CLEAR LAKE CITY COUNCIL  
CITY HALL – 15 N. 6<sup>TH</sup> STREET  
MONDAY, SEPTEMBER 19, 2011  
CITY HALL – COUNCIL CHAMBERS  
6:30 P.M.

1. Call To Order by Mayor Nelson P. Crabb.
2. Approval of Agenda.
3. Consent Agenda:
  - A. Minutes – September 6, 2011.
  - B. Approval of the bills & claims.
  - C. Licenses & Permits:
    - Liquor License: Class C Liquor License with Sunday Sales, VFW Post #4868, (renewal); Class C Beer Permit with Sunday Sales, Pilot Travel Centers, (renewal).
    - Street Closing Request: Clear Lake Area Chamber of Commerce, Harvest Festival, October 1<sup>st</sup>.
4. Citizen's opportunity to address the Council on items not on the agenda:
  - In conformance with the City Council's Rules of Procedure, no action can occur on items presented during the Citizens Forum.
  - Please walk to the lectern, state your name (spell last name), address, and subject of your discussion.
  - Speakers are limited to a maximum of five (5) minutes per person.
5. Unfinished Business:
6. New Business:
  - A. CDBG Sanitary Sewer Collection System Improvement Project (Phase 1):
    - Update regarding construction progress and review of Pay Estimate #5, Jason Petersburg, P.E., Veenstra & Kimm.
    - **Motion** to approve Pay Estimate #5 by City Council.
    - Discussion and consideration of **Motion** by City Council.
    - **Motion** to set the date for a required public hearing (#2) for purposes of the CDBG project funding for October 3, 2011.
    - Discussion and consideration of **Motion** by City Council.

B. 2010 Water Distribution System Improvement Project:

- Introduction by Scott Flory, City Administrator.
- Review of Pay Estimate #10 (final), Jason Petersburg, P.E., Veenstra & Kimm.
- **Motion** to approve Pay Estimate #10 (final) by City Council.
- Discussion and consideration of **Motion** by City Council.
- **Motion** to approve **Resolution #11-78** "A Resolution Accepting the Work'."
- Discussion and consideration of **Motion** by City Council.

C. 2010 Fire Station Building Project:

- Review of Pay Application #10, Stan Owens, SEH.
- **Motion** to approve Pay Estimate #10 by City Council.
- Discussion and consideration of **Motion** by City Council.

D. Annual Street Financial Report (FY 2011):

- Review of proposal, Scott Flory, City Administrator.
- **Motion** to approve **Resolution #11-79** "A Resolution approving the FY 2011 City Street Financial Report."
- Discussion and consideration of **Motion** by City Council.

E. 19 S. 3<sup>rd</sup> Street Parking Lot Improvement Project:

- Review of proposal, Scott Flory, City Administrator.
- **Motion** to approve **Resolution #11-80** "A Resolution approving Contract & bonds."
- Discussion and consideration of **Motion** by City Council.
- Review of pre-construction conference (9/9/11), Joe Weigel, Public Works Director.

7. Chief of Police's Report:

8. Mayor's Report:

- Fire Station Building Inauguration Ceremony (9/17).

9. Public Works Director's Report:

- Update regarding the 2011 street resurfacing project.

10. City Administrator's Report:

- Update on City web site enhancement project.
- Update on 7<sup>th</sup> Ave N. & Willow Creek Outlet Storm Sewer Improvement Project.

11. City Attorney's Report:

12. Other Business:

- Report from the Veteran's Memorial Golf Club Foundation Inc., Tom Fey and Jay Barragy.

13. Adjournment.

NEXT REGULAR MEETING – October 3, 2011



# VEENSTRA & KIMM, INC.

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

**SANITARY SEWER COLLECTION SYSTEM IMPROVEMENT PROJECT - CONTRACT 1  
UNDERGROUND INFRASTRUCTURE IMPROVEMENTS  
CITY OF CLEAR LAKE**

MONTHLY CONSTRUCTION PROGRESS REPORT

Reporting Period: August 1 - August 31, 2011

Report #5  
August 2011  
#38379 / 38380  
#38381 / 38382

**A. Project Status**

	Share of Contract		Approximate % Complete	Weighted % Complete
	Approximate Dollar Value	Percent		
General	\$ 141,228.68	6.4%	95.6%	6.1%
Water System Improvements	\$ 465,949.55	21.1%	49.4%	10.4%
Sanitary Sewer System Improvements	\$ 1,053,349.36	47.6%	47.3%	22.5%
Storm Sewer System Improvements	\$ 255,591.92	11.6%	59.0%	6.8%
Street & Related Improvements	\$ 255,959.86	11.6%	34.2%	4.0%
Landscaping	\$ 25,904.09	1.2%	4.3%	0.1%
Change Order No. 1	\$ 512.00	0.0%	100%	0.0%
Change Order No. 2	\$ 13,250.69	0.6%	(A)	(A)
<b>TOTAL:</b>	<b>\$ 2,211,746.15</b>			<b>49.9%</b>

Approximate Contract Work Complete: 49.9%  
Stored Materials: 4.8%

(A) - percentage complete included in water system improvements

**B. Project Payment Status**

	Amount Paid This Period	Amount Cumulative Paid to Date	% Paid To Date	Approximate Amount of Contract Remaining
1. Pay Estimate No. 5 (Copy Enclosed)	\$273,841.00	\$1,150,183.81	54.7%	\$ 1,061,562.34

\* Note: Amount paid and percent paid to date includes approximately \$ 105,600 in stored materials.

**C. Key Work Activities Completed This Reporting Period**

1. Stage 5 & 6 Watermain
2. Stage 5 & 6 Storm Sewer
3. Stage 5 & 6 Sanitary Sewer
4. Stage 5 & 6 Subdrain
5. Stage 5 & 6 Temporary Surfacing

**D. Conflicts Addressed This Reporting Period**

1. None

**E. Key Work Activities for Next Reporting Period**

1. Stage 7 & B Sanitary Sewer Main
2. Stage 7 & B Water Main
3. Stage 7 & B Storm Sewer
4. Stage 7 & B Subdrain
5. Stage 7 & B Temporary Surfacing
6. Seeding

**F. Issues Requiring City Council Attention / Action**

1. None

Note: See Staging Map / Schedule on Back.





**VEENSTRA & KIMM, INC.**  
 2800 Fourth Street SW, Suite 9 • Mason City, Iowa 50401-1596  
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**PAY ESTIMATE NO. 5**

Date: September 7, 2011		Project Title: Sanitary Sewer Collection System Improvement Project - Contract 1		Contractor: R & E Excavating, Inc. 1149 Highway 23 South Mutchinson, MN 55350		Pay Period: August 1 - September 1, 2011			
Original Contract Amount & Date: \$ 2,197,983.46		April 4, 2011							
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price	CRPG Eligible Quantity Complete	CRPG Eligible Value Complete	CRPG Non-Eligible Quantity Complete	CRPG Non-Eligible Value Complete
<b>BID ITEMS</b>									
1	General								
1.1	Mobilization	LS	1	\$ 81,040.78	\$ 81,040.78	100%	\$ 81,040.78	0	\$ 0.00
1.2	Demolition	LS	1	\$ 47,433.64	\$ 47,433.64	100%	\$ 47,433.64	0	\$ 0.00
1.3	Traffic Control	LS	1	\$ 11,872.72	\$ 11,872.72	50%	\$ 5,936.36	0	\$ 0.00
1.4	Exploratory Excavation (assumed quantity)	HR	6	\$ 148.59	\$ 891.54	4	\$ 594.36	0	\$ 0.00
2	Water				\$ 141,270.68		\$ 126,795.14	Subtotal	\$ 126,795.14
2.1	Gate Valve with Valve Box								
a. 12"		EA	4	\$ 2,379.01	\$ 9,516.04	0	\$ 0.00	0	\$ 0.00
b. 10"		EA	6	\$ 2,097.72	\$ 12,586.32	0	\$ 0.00	0	\$ 0.00
c. 8"		EA	13	\$ 1,582.34	\$ 20,570.42	0	\$ 0.00	11	\$ 17,407.94
d. 6"		EA	11	\$ 1,245.30	\$ 13,698.30	0	\$ 0.00	3	\$ 3,768.90
e. 4"		EA	2	\$ 1,194.43	\$ 2,388.86	0	\$ 0.00	1	\$ 1,194.43
2.2	Water Main Fittings								
a. 10"		EA	1	\$ 278.87	\$ 278.87	0	\$ 0.00	0	\$ 0.00
b. 8"		EA	4	\$ 162.32	\$ 650.36	0	\$ 0.00	3	\$ 487.27
c. 6"		EA	1	\$ 180.43	\$ 180.43	0	\$ 0.00	0	\$ 0.00
d. 4"		EA	6	\$ 145.36	\$ 872.16	0	\$ 0.00	3	\$ 436.08
2.4	Water Main Pipe, PVC								
a. 12"		LF	440	\$ 39.24	\$ 17,285.60	0	\$ 0.00	0	\$ 0.00
b. 10"		LF	875	\$ 35.22	\$ 30,837.72	0	\$ 0.00	0	\$ 0.00
c. 8"		LF	4,002	\$ 21.37	\$ 85,542.74	0	\$ 0.00	3,833	\$ 81,070.95
d. 6"		LF	33	\$ 48.89	\$ 1,611.47	0	\$ 0.00	4	\$ 194.36
e. 4"		LF	110	\$ 27.08	\$ 2,978.80	0	\$ 0.00	83	\$ 2,247.64
2.5	Water Main Pipe (DI) with Nipple Gasket								
a. 12"		LF	231	\$ 57.20	\$ 13,213.20	0	\$ 0.00	0	\$ 0.00
b. 10"		LF	250	\$ 60.06	\$ 15,015.00	0	\$ 0.00	0	\$ 0.00
c. 8"		LF	94	\$ 43.76	\$ 4,109.44	0	\$ 0.00	0	\$ 0.00
d. 6"		LF	4	\$ 88.37	\$ 354.20	0	\$ 0.00	0	\$ 0.00
e. 4"		LF	10	\$ 50.77	\$ 507.70	0	\$ 0.00	0	\$ 0.00
2.6	Fire Hydrant Assembly	EA	11	\$ 2,201.46	\$ 24,216.06	0	\$ 0.00	6	\$ 13,208.76
2.7	Concrete Backfill (assumed quantity)	TON	200	\$ 11.29	\$ 2,258.00	0	\$ 0.00	0	\$ 0.00
2.8	Water Main Service								
a. 3/4"		LF	215	\$ 4.90	\$ 1,053.50	0	\$ 0.00	875	\$ 4,287.50
b. 1"		LF	928	\$ 6.16	\$ 5,716.48	0	\$ 0.00	64	\$ 394.24
c. 1-1/2"		LF	10	\$ 59.76	\$ 597.60	0	\$ 0.00	0	\$ 0.00
d. 2"		LF	8	\$ 86.53	\$ 692.40	0	\$ 0.00	5	\$ 432.75
2.9	Cooperation								
a. 3/4"		EA	37	\$ 792.19	\$ 29,311.03	0	\$ 0.00	37	\$ 29,311.03
b. 1"		EA	35	\$ 299.97	\$ 10,498.95	0	\$ 0.00	4	\$ 1,199.88
c. 1-1/2"		EA	1	\$ 856.60	\$ 856.60	0	\$ 0.00	0	\$ 0.00
d. 2"		EA	1	\$ 947.58	\$ 947.58	0	\$ 0.00	1	\$ 947.58

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price	CDMG Eligible Quantity Complete	CDMG Non-Eligible Quantity Complete	CDMG Eligible Value Complete	CDMG Non-Eligible Value Complete
2.10	Curb Stop and Box								
a. 3/4"		EA	37	\$ 794.15	\$ 29,393.55	0	19	\$	\$ 15,028.93
b. 1"		EA	33	\$ 817.04	\$ 26,962.22	0	2	\$	\$ 1,634.08
c. 1.1/2"		EA	1	\$ 979.02	\$ 979.02	0	0	\$	\$
d. 2" (assumed quantity)		EA	1	\$ 987.96	\$ 987.96	0	0	\$	\$ 987.96
2.11	Fire Hydrant Removal								
a. 4" (assumed quantity)		EA	5	\$ 179.18	\$ 895.90	0	2	\$	\$ 358.36
2.12	Water Box Removal								
a. 4" (assumed quantity)		EA	10	\$ 70.80	\$ 708.00	0	2	\$	\$ 141.60
2.13	Water System Testing								
a. 40%		LS	1	\$ 13,218.31	\$ 13,218.31	0	40%	\$	\$ 5,287.32
					\$ 465,843.55		Subtotal	\$	\$ 230,334.74
3	Sanitary Sewer								
3.1	Sewer Flow Control	LS	1	\$ 27,486.26	\$ 27,486.26	0%	0	\$	\$
3.2	Sanitary Sewer Manhole Removal	EA	24	\$ 7,993.01	\$ 191,832.24	9	0	\$ 2,633.09	\$
3.3	Sanitary Sewer Main Abandonment in Place								
a. 24"		LF	84	\$ 24.02	\$ 2,017.68	0	0	\$	\$
b. 18"		LF	255	\$ 14.15	\$ 3,608.25	0	0	\$	\$
c. 15"		LF	666	\$ 9.32	\$ 6,211.92	0	0	\$	\$
d. 12"		LF	1,314	\$ 6.96	\$ 9,143.44	350	0	\$ 2,435.00	\$
e. 8"		LF	792	\$ 3.20	\$ 2,534.40	0	0	\$	\$
3.4	Connect to Existing Sanitary Sewer Manhole	EA	1	\$ 207.27	\$ 207.27	0	0	\$	\$
3.5	Circular Sanitary Sewer Manhole								
a. 24" Diameter		EA	2	\$ 5,282.67	\$ 10,565.34	0	0	\$	\$
b. 18" Diameter		EA	5	\$ 4,068.22	\$ 20,341.10	1	0	\$ 4,068.22	\$
c. 15" Diameter		EA	24	\$ 2,081.14	\$ 49,947.36	12	0	\$ 24,973.68	\$
3.6	Sanitary Sewer Drop								
a. 8" DI		EA	7	\$ 1,499.29	\$ 10,495.03	3	0	\$ 4,497.87	\$
b. 6" DI		EA	1	\$ 1,099.09	\$ 1,099.09	0	0	\$	\$
3.7	Sanitary Sewer Lampshade 8"								
a. 30"		LF	589	\$ 113.23	\$ 66,494.97	0	0	\$	\$
b. 24"		LF	1,746	\$ 73.20	\$ 127,799.20	0	0	\$	\$
c. 21"		LF	2,191	\$ 81.46	\$ 178,478.66	2,003	0	\$ 179,456.38	\$
d. 18"		LF	2,607	\$ 53.65	\$ 139,879.55	917	0	\$ 51,021.03	\$
e. 15"		LF	3,76	\$ 54.79	\$ 20,600.44	374	0	\$ 18,124.65	\$
f. 12"		LF	80	\$ 61.59	\$ 4,927.20	11	0	\$ 677.69	\$
h. 8"		LF	40	\$ 62.34	\$ 2,493.60	20	0	\$ 1,246.80	\$
i. 6"		LF	457	\$ 53.07	\$ 24,252.99	101	0	\$ 5,440.87	\$
3.8	Sanitary Sewer Man. 30" DI in Existing 42" Catch								
a. 30"		LF	167	\$ 177.62	\$ 29,662.54	0	0	\$	\$
b. 24"		LF	321	\$ 98.90	\$ 31,746.90	321	0	\$ 31,746.90	\$
c. 21"		LF	270	\$ 137.04	\$ 37,000.80	270	0	\$ 37,000.80	\$
d. 18"		LF	210	\$ 127.15	\$ 26,701.50	0	0	\$	\$
e. 15"		LF	300	\$ 11.29	\$ 3,387.00	0	0	\$	\$
3.9	Sanitary Sewer Man. 30" DI in Existing 42" Catch								
a. 30"		EA	1	\$ 1,228.64	\$ 1,228.64	0	0	\$	\$
b. 24"		EA	34	\$ 1,311.71	\$ 44,618.14	0	21	\$	\$ 41,933.01
c. 18"		EA	35	\$ 1,069.56	\$ 37,319.60	0	10	\$	\$ 10,695.60
d. 8"		EA	11	\$ 663.93	\$ 7,303.23	0	1	\$	\$ 663.93
3.15	Sanitary Sewer Service Pipe								
a. 6"		LF	2,290	\$ 21.64	\$ 49,555.60	0	1,219	\$	\$ 26,379.16
b. 8"		LF	104	\$ 39.13	\$ 4,069.52	0	27	\$	\$ 1,056.51
3.16	Sanitary Sewer Service Chamber (assumed quantity)	EA	4	\$ 180.86	\$ 723.44	0	1	\$	\$ 180.86
3.17	Television Inspection	LF	8,016	\$ 1.10	\$ 8,817.60	0	0	\$	\$
3.18	Sanitary Sewer System Section	LS	1	\$ 8,236.26	\$ 8,236.26	0%	0%	\$	\$
					\$ 1,023,843.26		Subtotal	\$	\$ 80,879.07

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price	CDMG Eligible Quantity Complete	CDMG Non-Eligible Quantity Complete	CDMG Eligible Value Complete	CDMG Non-Eligible Value Complete
4	Storm Sewer								
4.1	Storm Sewer Structure Removal	EA	26	136.16	3,540.16	0	17	0	2,314.72
4.2	Storm Sewer Pipe Removal	LF	658	41.28	27,168.24	0	271	0	11,248.32
4.3	Connect to Existing Storm Sewer Structure	EA	9	157.34	1,416.06	0	4	0	629.36
4.4	Circular Storm Sewer Manhole								
a	7' Diameter	EA	1	3,060.47	3,060.47	0	0	0	3,060.47
b	8' Diameter	EA	1	3,057.19	3,057.19	0	1	0	3,057.19
c	48" Diameter	EA	4	2,112.19	8,448.76	0	3	0	6,336.57
4.5	Storm Sewer Pipe - RCP								
a	7' Diameter	LF	376	46.02	17,303.52	0	133	0	13,487.60
b	7' Diameter	LF	215	41.66	8,956.90	0	213	0	8,906.58
c	21" Diameter	LF	311	41.28	12,838.08	0	293	0	12,168.24
d	18" Diameter	LF	1,337	39.13	52,328.71	0	896	0	35,060.48
e	15" Diameter	LF	30	37.14	1,114.20	0	0	0	0
f	12" Diameter (assumed quantity)	LF	170	36.92	6,276.40	0	10	0	369.20
4.6	Subdrain 6"	LF	9,000	7.31	65,790.00	0	4,222	0	30,852.82
4.7	Subdrain 8"	LF	64	17.77	1,137.28	0	26	0	461.02
4.8	Subdrain 10"	LF	191.01	5.81	1,109.87	0	15	0	2,907.15
4.9	Subdrain 12"	LF	12.71	12.71	162.51	0	0	0	0
4.10	Stabilizing Material (assumed quantity)	TON	100	11.75	1,175.00	0	0	0	0
4.11	Granular Backfill Material (assumed quantity)	TON	200	5.75	1,150.00	0	0	0	0
4.12	Flamed End Section - 18"	EA	2	68.70	137.40	0	0	0	0
4.13	C-Layer Connection	EA	2	55.49	110.98	0	0	0	0
4.14	Circular Single Crisp Inlets								
a	48" Diameter	EA	2	1,187.60	2,375.20	0	0	0	0
b	60" Diameter	EA	1	2,368.35	2,368.35	0	0	0	2,368.35
c	72" Diameter	EA	37	1,065.94	39,464.78	0	19	0	20,171.66
4.15	Double Crisp Inlets	EA	4	1,353.74	5,414.96	0	0	0	4,061.72
4.16	Double Crisp Inlets - 24" Diameter	EA	2	412.71	825.42	0	2	0	851.46
4.17	Circular Area Inlets - 24" Diameter	EA	4	136.75	547.00	0	0	0	0
4.18	Plain the Inlets - 2" to 18" (assumed quantity)	EA	3	32.84	98.52	0	0	0	0
4.19	Storm Sewer Pipe Plug	EA	1	0.01	0.01	0%	0%	0	0
4.20	Storm Sewer System Testing	LS	1	255,531.92	255,531.92	0%	0%	0	150,094.05
5	Street & Related Work								
5.1	Pavement Removal & Disposal	SY	7,553	8.27	62,463.11	816.17	0	6,746.94	0
5.2	Pavement Removal by Scarification	SY	11,250	3.15	35,437.50	8494	0	26,943.50	0
5.3	Subgrade Preparation	SY	1,605	3.12	5,007.60	0	0	0	0
5.4	Remove, Scarify & Re-spread Aggregate Base Course	TON	800	6.92	5,536.00	120	0	634.00	0
5.5	Aggregate Base Course, Formed & Installed	TON	1,350	15.14	20,442.00	1779.65	0	26,221.65	0
5.6	PCC Pavement Patch								
a	6" Thick	SY	310	61.43	19,243.30	0	0	0	0
b	6" Thick	SY	210	50.22	10,546.20	0	0	0	0
5.7	HMA Pavement 6" Thick - Patch	SY	156	35.09	5,474.04	0	0	0	0
5.8	Temporary HMA Pavement, 2" Thick	SY	1,415	9.31	13,220.25	0	0	0	0
5.9	PCC Sidewalk, 4" Thick (assumed quantity)	SY	200	5.78	1,156.00	0	0	0	0
5.10	Aggregate Surface Course	TON	1,270	14.04	17,830.80	400.41	0	5,622.04	0
5.11	Temporary RAP Surface Course, Subdrain RAP	TON	1,850	6.34	11,789.00	1235	0	7,879.90	0
5.12	Temporary RAP Surface Course, Formed & Installed	TON	750	21.51	16,132.50	162.11	0	12,009.99	0
5.13	Overlaid RAP Aggregate Base Course (Change Order No. 1)	TON	0	6.00	0.00	17.4	0	744.00	0
6	Landscaping								
6.1	Utility Protection	EA	87	18.29	1,591.43	14	0	1,103.06	0
6.2	Silt Fence	LF	1,153	1.84	2,121.52	0	0	0	0
6.3	Strip Removal	EA	7	182.87	1,280.09	0	0	0	0
6.4	Seeding & Mulching	ACRE	3	1,351.89	4,055.67	0	0	0	0
a	Urban	ACRE	2.5	1,575.00	3,937.50	0	0	0	0
b	Rural	ACRE	0.5	211.53	105.77	0	0	0	0
6.5	Topsoil (assumed quantity)	CY	100	21.53	2,153.00	0	0	0	0
					TOTAL	2,197,931.46		640,307.95	\$1,102,805.84



SUMMARY					
		Contract Price	CDBG Eligible Value Completed	Non-CDBG Eligible Value Completed	Total Value Completed
Original Contract Price		\$ 2,197,983.46	\$ 640,907.95	\$ 461,897.89	\$ 1,102,805.84
Approved Change Orders (list each)	Change Order 1	\$ 512.00		\$ 2,340.00	\$ 2,340.00
	Change Order 2	\$ 13,250.69			
Revised Contract Price		\$ 2,211,746.15			\$ 1,105,145.84
Materials Stored			\$ 94,057.02	\$ 11,516.94	\$ 105,573.96
Value of Completed Work and Materials Stored			\$ 734,964.97	\$ 475,754.83	\$ 1,210,719.80
Less Retained Percentage (5%)			\$ 36,748.25	\$ 23,787.74	\$ 60,535.99
Net Amount Due This Estimate			\$ 698,216.72	\$ 451,967.09	\$ 1,150,183.81
Less Estimate(s) Previously Approved	No.1		\$ 159,744.97	\$ 34,289.30	\$ 194,034.27
	No.2		\$ 99,071.28	\$ 85,724.94	\$ 184,796.22
	No.3		\$ 214,841.02	\$ 121,801.12	\$ 336,642.14
	No.4		\$ 52,859.57	\$ 108,010.61	\$ 160,870.18
	No.5				
	No.6				
Total Previously Approved			\$ 526,516.84	\$ 349,825.97	\$ 876,342.81
Percent Complete	54.7%	Amount Due This Estimate	\$ 171,699.88	\$ 102,141.12	\$ 273,841.00

The amount \$ 273,841.00 is recommended for approval for payment in accordance with the terms of the contract.

Quantities Complete Submitted By: R & R Excavating, Inc.	Recommended By: Veenstra & Kimm, Inc.	Approved By: City of Clear Lake
Signature 	Signature 	Signature 
Gunnar Smith Project Manager	Jason Petersburg, P.E. Project Engineer	Nelson Crabb / Scott Flory Mayor / City Administrator
Title	Title	Title
Date 9-13-11	Date 9/13/11	Date 9-14-11
Date	Date	Date

## **PUBLIC HEARING ANNOUNCEMENTS**

1. Explain what the project is, as well as progress and accomplishments to date.
2. Announce changes made (if any) to the scope, budget, or project beneficiaries as compared to the project as proposed in the Community Development Block Grant application.
3. Summarize expenditures made to date.
4. Inform the group of what activities remain to be completed.

## M E M O

To: Scott Flory, City of Clear Lake  
From: Marsha Cory, Simmering-Cory, Inc.  
Subject: Notification of Requirement for 2nd Public Hearing  
Date: September 7, 2011

Now that you have started the construction phase of your CDBG sanitary sewer improvement project, it is required that you hold a public hearing to update residents of the City about the status of your activities. The procedure to be used is as follows:

1. At your next City Council meeting, have the Council set a date for the public hearing.
2. Once the hearing is set, publish the notice of public hearing 4 - 20 days before the date of the hearing. (Sample form enclosed)
3. Please send us one proof of publication.
4. At the public hearing, please make the required announcements. (A sample list of announcements is enclosed.) Once you decide on a date for the hearing, let me know and I will prepare a more detailed summary of these announcements.
5. Make sure the meeting minutes show that the required announcements were made and then send us a copy of the minutes.

Please call if you have any questions.

## **PUBLIC HEARING NOTICE**

The City of Clear Lake is hereby serving as Public Notice that on \_\_\_\_\_, 2011, at \_\_\_\_\_ o'clock \_\_\_\_\_.m., the City Council will hold a public hearing at City Hall to update residents of the community on a project involving improvements to the sanitary sewer collection system.

This meeting will be held to provide residents with information concerning the progress, scope, and budget of the project, which is funded in part by a Community Development Block Grant. Citizens are encouraged to attend and provide their input about the project. Anyone having questions about the project or anyone requiring special accommodations to attend the hearing such as handicapped accessibility or translation services, may call the City Administrator at 641-357-5267.

RESOLUTION No. \_\_\_\_\_

A RESOLUTION ACCEPTING WORK

WHEREAS, on March 1, 2010 the City of Clear Lake, Iowa, entered into a contract with McKiness Excavating, Inc., of Mason City, Iowa, for the 2010 Water Distribution System Improvement Project, within the City, as therein described; and

WHEREAS, said contractor has fully completed the construction of said improvements, known as the 2010 Water Distribution System Improvement Project, in accordance with the terms and conditions of said contract and plans and specifications, as shown on the certificate of the Engineer filed with the Clerk on September 13, 2011:

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

Section 1. That said report of the Engineer be and the same is hereby approved and adopted and said improvements are hereby accepted as having been fully completed in accordance with the said plans, specifications and contract. The total contract cost of the improvements payable under said contract is hereby determined to be \$912,057.21.

PASSED AND APPROVED this 19<sup>th</sup> day of September, 2011.

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

ATTEST:

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



**CERTIFICATE OF COMPLETION**

**CITY OF CLEAR LAKE  
2010 WATER DISTRIBUTION SYSTEM IMPROVEMENT PROJECT**

October 29, 2010 – Substantial (1)  
June 30, 2011 – Final (2)

Veenstra & Kimm, Inc. hereby certifies that an on-site review of the completed construction of the 2010 Water Distribution System Improvement Project as performed by McKiness Excavating, Inc. has been performed.

As engineers for the project, it is Veenstra & Kimm, Inc.'s opinion that the work performed is in substantial accordance with the plans, specifications, and that the final amount of the Contract is Nine Hundred Twelve Thousand Fifty Seven and 21/100 Dollars (\$912,057.21).

**VEENSTRA & KIMM, INC.**

**Accepted: CITY OF CLEAR LAKE**

By:   
Jason Petersburg, P.E.

By:   
Scott Flory

Title: Project Engineer

Title: City Administrator

Date: 9/13/11

Date: 9-19-11

(1) – Substantial completion when the water main improvements turned over to the City of Clear Lake and became functional.

(2) – Final completion when all seeding work completed.



# VEENSTRA & KIMM, INC.

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

## City of Clear Lake

## PAYMENT APPLICATION NO. 10 - FINAL

Date: September 14, 2011

Project Title	2010 Water Distribution System Improvements Project Clear Lake, Iowa		Contractor	McKinney Excavating, Inc. 12 North Taft Avenue Mason City, IA 50401
Original Contract Amount & Date	\$ 949,171.50	3/1/2010	Pay Period	July 1 - September 13, 2011

BID ITEMS							
Specification Section / Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed	
<b>Division 1 - South End Water Main Loop</b>							
1.1 Mobilization	LS	1	xxxx	\$ 2,000.00	100.0%	\$ 2,000.00	
1.2 Traffic Control	LS	1	xxxx	\$ 1,000.00	100.0%	\$ 1,000.00	
1.3 Silt Fence	LF	2,800	\$ 1.80	\$ 5,040.00	1,791.0	\$ 3,223.80	
1.4 Pavement Removal	SY	74	\$ 5.00	\$ 370.00	-	\$ -	
1.5 Water Main							
1.5a 12" PVC	LF	8,984	\$ 21.50	\$ 193,156.00	9,016.0	\$ 193,844.00	
1.5b 8" PVC	LF	20	\$ 20.50	\$ 410.00	-	\$ -	
1.6 Connect to Existing Water Main	EA	2	\$ 800.00	\$ 1,600.00	2.0	\$ 1,600.00	
1.7 Water Main Fittings	LB	696	\$ 6.00	\$ 4,176.00	1,156.0	\$ 6,936.00	
1.8 Fire Hydrant Assemblies	EA	6	\$ 3,200.00	\$ 19,200.00	7.0	\$ 22,400.00	
1.9 Gate Valve & Box							
1.9a 12"	EA	8	\$ 1,700.00	\$ 13,600.00	9.0	\$ 15,300.00	
1.10 Stabilizing Material (assumed quantity)	TON	350	\$ 11.00	\$ 3,850.00	-	\$ -	
1.11 Granular Backfill Material (assumed quantity)	TON	300	\$ 6.00	\$ 1,800.00	306.70	\$ 1,840.20	
1.12 Culvert							
1.12a 18" CMP	LF	372	\$ 33.75	\$ 12,555.00	152.0	\$ 5,130.00	
1.12b 24"	LF	12	\$ 40.00	\$ 480.00	18.0	\$ 720.00	
1.13 Flared End Section							
1.13a 18" CMP	EA	14	\$ 180.00	\$ 2,520.00	6.0	\$ 1,080.00	
1.13b 24" CMP	EA	2	\$ 220.00	\$ 440.00	1.0	\$ 220.00	
1.14 Drain Tile Repair							
1.14a 4" to 10"	EA	2	\$ 200.00	\$ 400.00	5.0	\$ 1,000.00	
1.14b 10" to 15"	EA	3	\$ 400.00	\$ 1,200.00	3.0	\$ 1,200.00	
1.14c 15" to 21" (Assumed Quantity)	EA	1	\$ 500.00	\$ 500.00	-	\$ -	
1.15 PCC Pavement, 8"	SY	-	\$ 56.00	\$ -	-	\$ -	
1.16 HMA Pavement, 8"	SY	-	\$ 62.50	\$ -	-	\$ -	
1.17 Aggregate Surface Course	TON	500	\$ 16.00	\$ 8,000.00	247.26	\$ 3,956.16	
1.18 Topsoil	TON	150	\$ 20.00	\$ 3,000.00	-	\$ -	
1.19 Seeding, Fertilizing, Mulching	ACRE	5.6	\$ 1,600.00	\$ 8,960.00	3.56	\$ 5,696.00	
1.20 Testing	LS	1	xxxx	\$ 2,500.00	50.0%	\$ 1,250.00	
<b>TOTAL BID (Items 1.1 - 1.20)</b>				<b>\$ 286,757.00</b>			
<b>Division 1 - Alternate 1</b>							
1.21 Directional Drilled 12" Water Main (See Article, 1.06, Section 01019 - Contract Considerations for Schedule of Alternates)	LF	100	\$ 110.00	\$ 11,000.00	80.0	\$ 8,800.00	
<b>TOTAL DIVISION 1 W/ALTERNATE (ITEMS 1.1 - 1.21)</b>				<b>\$ 297,757.00</b>		<b>\$ 277,196.16</b>	

BID ITEMS							
	Specification Section / Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
<b>Division 2 - West End Water Main Loop</b>							
2.1	Mobilization	LS	1	XXXX	\$ 9,000.00	100.0%	\$ 9,000.00
2.2	Traffic Control	LS	1	XXXX	\$ 1,000.00	100.0%	\$ 1,000.00
2.3	Silt Fence	LF	1,700	\$ 1.80	\$ 3,060.00	1,459.0	\$ 2,626.20
2.4	Clearing and Grubbing	LS	1	XXXX	\$ 2,500.00	100.0%	\$ 2,500.00
2.5	Pavement Removal	SY	70	\$ 5.00	\$ 350.00	145.7	\$ 728.50
2.6	Water Main						
2.6a	12" PVC	LF	8,574	\$ 21.50	\$ 184,341.00	8,580.0	\$ 184,470.00
2.6b	8" PVC	LF	70	\$ 20.50	\$ 1,435.00	37.0	\$ 758.50
2.7	Water Main In 24" Casing Pipe						
2.7a	Bored or Augered In Place	LF	260	\$ 240.00	\$ 62,400.00	260.0	\$ 62,400.00
2.7b	Open Cut	LF	-	\$ 150.00	\$ -	-	\$ -
2.8	Connect to Existing Water Main	EA	4	\$ 800.00	\$ 3,200.00	4.0	\$ 3,200.00
2.9	Water Main Fittings	LB	1,499	\$ 6.00	\$ 8,994.00	1,558.0	\$ 9,348.00
2.10	Fire Hydrant Assemblies	EA	10	\$ 3,200.00	\$ 32,000.00	9.0	\$ 28,800.00
2.11	Gate Valve & Box						
2.11a	12"	EA	15	\$ 1,700.00	\$ 25,500.00	14.0	\$ 23,800.00
2.11b	8"	EA	3	\$ 1,250.00	\$ 3,750.00	2.0	\$ 2,500.00
2.12	Stabilizing Material (assumed quantity)	TON	200	\$ 11.00	\$ 2,200.00	-	\$ -
2.13	Granular Backfill Material (assumed quantity)	TON	250	\$ 6.00	\$ 1,500.00	1,887.41	\$ 11,324.46
2.14	Culvert						
2.14a	15" CMP	LF	52	\$ 30.50	\$ 1,586.00	52.0	\$ 1,586.00
2.14b	18" CMP	LF	283	\$ 33.50	\$ 9,480.50	152.0	\$ 5,092.00
2.15	Flared End Section						
2.15a	15" CMP	EA	2	\$ 170.00	\$ 340.00	2.0	\$ 340.00
2.15b	18" CMP	EA	8	\$ 180.00	\$ 1,440.00	4.0	\$ 720.00
2.16	Drain Tile Repair						
2.16a	4" to 10"	EA	5	\$ 200.00	\$ 1,000.00	14.0	\$ 2,800.00
2.16b	10" to 15" (Assumed Quantity)	EA	2	\$ 400.00	\$ 800.00	-	\$ -
2.16c	15" to 21" (Assumed Quantity)	EA	1	\$ 500.00	\$ 500.00	-	\$ -
2.17	PCC Pavement, 8"	SY	48	\$ 56.00	\$ 2,688.00	26.9	\$ 1,506.40
2.18	HMA Pavement						
2.18a	6" HMA	SY	64	\$ 48.75	\$ 3,120.00	139.9	\$ 6,820.13
2.18b	8" HMA	SY	-	\$ 62.50	\$ -	24.6	\$ 1,537.50
2.19	Aggregate Surface Course	TON	700	\$ 16.00	\$ 11,200.00	339.22	\$ 5,427.52
2.20	Erosion Stone	TON	15	\$ 35.00	\$ 525.00	-	\$ -
2.21	Topsoil	TON	150	\$ 20.00	\$ 3,000.00	180.08	\$ 3,601.60
2.22	Seeding, Fertilizing, Mulching	ACRE	6.5	\$ 1,600.00	\$ 10,400.00	2.31	\$ 3,696.00
2.23	Testing	LS	1	XXXX	\$ 2,500.00	50.0%	\$ 1,250.00
C.O. #2	12" HMA Pavement	SY	36	\$ 92.00	\$ 3,312.00	32.0	\$ 2,944.00
<b>TOTAL BID (Items 2.1 - 2.23)</b>					<b>\$ 389,809.50</b>		
<b>Division 2 - Alternate 2</b>							
2.24	Water Main In 24" Casing - Bored or Augered in Place (See Article, 1.06, Section 01019 - Contract Considerations for Schedule of Alternates)	LF	60	\$ 150.00	\$ 9,000.00	50.0	\$ 7,500.00
<b>TOTAL DIVISION 2 W/ALTERNATE (ITEMS 2.1 - 2.24)</b>					<b>\$ 398,809.50</b>		<b>\$ 387,276.81</b>

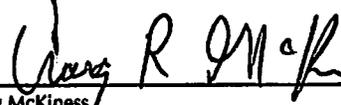
BID ITEMS							
	Specification Section / Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
<b>Division 3 - Alternate Water Main Improvements From North Water Tower to Foreway</b>							
3.1	Mobilization	LS	1	XXXX	\$ 10,000.00	100.0%	\$ 10,000.00
3.2	Traffic Control	LS	1	XXXX	\$ 15,000.00	100.0%	\$ 15,000.00
3.3	Silt Fence	LF	500	\$ 1.80	\$ 900.00	482.0	\$ 867.60
3.4	Clearing and Grubbing	LS	1	XXXX	\$ 6,500.00	100.0%	\$ 6,500.00
3.5	Pavement Removal	SY	-	\$ 5.00	\$ -	204.0	\$ 1,020.00
3.6	Fire Hydrant Removal	EA	1	\$ 400.00	\$ 400.00	1.0	\$ 400.00
3.7	Water Main						
	3.7a 12" PVC	LF	3,600	\$ 31.50	\$ 113,400.00	3,499.0	\$ 110,218.50
	3.7b 8" PVC	LF	30	\$ 30.50	\$ 915.00	44.0	\$ 1,342.00
3.8	Connect to Existing Water Main	EA	2	\$ 800.00	\$ 1,600.00	3.0	\$ 2,400.00
3.9	Water Main Fittings	LB	625	\$ 6.00	\$ 3,750.00	1,466.0	\$ 8,796.00
3.10	Fire Hydrant Assemblies	EA	6	\$ 3,200.00	\$ 19,200.00	6.0	\$ 19,200.00
3.11	Gate Valve & Box						
	3.11a 12"	EA	7	\$ 1,700.00	\$ 11,900.00	8.0	\$ 13,600.00
3.12	Corporation Stop						
	3.12a 3/4"	EA	2	\$ 220.00	\$ 440.00	-	\$ -
	3.12b 1"	EA	2	\$ 230.00	\$ 460.00	4.0	\$ 920.00
3.13	Curb Stop & Box						
	3.13a 3/4"	EA	2	\$ 320.00	\$ 640.00	-	\$ -
	3.13b 1"	EA	2	\$ 330.00	\$ 660.00	4.0	\$ 1,320.00
3.14	Water Service Pipe						
	3.14a 3/4"	LF	40	\$ 20.00	\$ 800.00	-	\$ -
	3.14b 1"	LF	40	\$ 20.00	\$ 800.00	16.0	\$ 320.00
3.15	Stabilizing Material (Assumed Quantity)	TON	200	\$ 11.00	\$ 2,200.00	-	\$ -
3.16	Granular Backfill Material	TON	750	\$ 6.00	\$ 4,500.00	409.56	\$ 2,457.36
3.17	Culvert						
	3.17a 18" CMP (Assumed Quantity)	LF	40	\$ 33.75	\$ 1,350.00	-	\$ -
	3.17b 24" CMP	LF	76	\$ 40.00	\$ 3,040.00	-	\$ -
3.18	Flared End Section						
	3.18a 18" CMP (Assumed Quantity)	EA	2	\$ 180.00	\$ 360.00	-	\$ -
	3.18b 24" CMP	EA	2	\$ 220.00	\$ 440.00	-	\$ -
3.19	Drain Tile Repair						
	3.19a 4" to 10"	EA	3	\$ 200.00	\$ 600.00	8.0	\$ 1,600.00
	3.19b 10" to 15" (Assumed Quantity)	EA	1	\$ 400.00	\$ 400.00	-	\$ -
	3.19c 15" to 21" (Assumed Quantity)	EA	1	\$ 500.00	\$ 500.00	-	\$ -
3.20	PCC Pavement, 8"	SY	50	\$ 56.00	\$ 2,800.00	106.2	\$ 5,947.20
3.21	HMA Pavement						
	3.21b 8" HMA (Assumed Quantity)	SY	-	\$ 62.50	\$ -	21.4	\$ 1,337.50
3.22	Aggregate Surface Course	TON	200	\$ 16.00	\$ 3,200.00	79.28	\$ 1,268.48
3.23	Topsail	TON	150	\$ 20.00	\$ 3,000.00	719.63	\$ 14,392.60
3.24	Seeding, Fertilizing, Mulching	ACRE	1.7	\$ 1,600.00	\$ 2,720.00	0.37	\$ 592.00
3.25	Testing	LS	1	XXXX	\$ 1,500.00	50.0%	\$ 750.00
3.26	Water Main in 24" Casing						
	3.26a Open Cut	LF	-	\$ 150.00	\$ -	-	\$ -
C.O. #1	Restocking Charge	LS	1.0	\$ 1,182.00		1.0	\$ 1,182.00
C.O. #1	12" Water Main Unit Price Adjustment	LF	750.0	\$ (7.00)		750.0	\$ (5,250.00)
C.O. #4	Hydroseeding	ACRE	3.8	\$ 2,750.00		4.06	\$ 11,165.00
					TOTAL BID (Items 3.1 - 3.26)		\$ 213,975.00
	<b>Division 3 - Alternate 3</b>						
3.27	Water Main in 24" Casing - Bored or Augered in Place (See Article, 1.06, Section 01019 - Contract Considerations for Schedule of Alternates)	LF	260	\$ 150.00	\$ 39,000.00	120.0	\$ 18,000.00
					TOTAL DIVISION 3 W/ALTERNATE (ITEMS 3.1 - 3.27)		\$ 252,975.00
					TOTAL CONTRACT (DIVISIONS 1 TO 3)		\$ 949,541.50

MATERIALS STORED SUMMARY			
Description	Number of Units	Unit Price	Extended Cost
<b>Construction Materials Stored</b>			
<b>Pay Estimate No. 1</b>			
Brown Supply (#21188) - Water Main Fittings			\$ 12,345.50
Brown Supply (#21288) - Water Main Fittings / Tracer Wire			\$ 520.08
Brown Supply (#21339) - Culvert Pipe & End Sections			\$ 4,297.35
Brown Supply (#21043) - Water Main Pipe, Fire Hydrants, & Fittings			\$ 59,096.65
Brown Supply (#21016) - Casing Spacers & Seals			\$ 8,337.04
Brown Supply (#21014) - Water Main Pipe			\$ 143,057.46
Brown Supply (#21391) - Water Service Fittings			\$ 953.48
Brown Supply (#21389) - Water Main Fittings			\$ 13,609.74
Brown Supply (#21388) - Water Main Fittings			\$ 5,794.76
			\$ 248,012.06
<b>Pay Estimate No. 2</b>			
Brown Supply (#21880) - Water Main Fittings			\$ 32,935.44
Brown Supply (#21932) - Water Main Pipe			\$ 23,842.91
Brown Supply (#21933) - Water Main Pipe			\$ 95,371.64
			\$ 152,149.99
<b>Pay Estimate No. 3</b>			
Brown Supply (#22461) - Water Main Fittings			\$ 18,180.14
Brown Supply (#22462) - Water Main Fittings			\$ 1,481.44
Brown Supply (#22130) Fire Hydrants			\$ (9,150.00)
			\$ 10,511.58
<b>Pay Estimate No. 4</b>			
Brown Supply (#22701) - Culvert Materials			\$ 4,765.63
			\$ 4,765.63
<b>Pay Estimate No. 5</b>			
Brown Supply (#22704) - Water Main Fittings			\$ 203.89
Brown Supply (#23453) - Water Main Fittings			\$ 298.00
Brown Supply (#23900) - Water Main Fittings			\$ 1,126.84
Brown Supply (#23979) - Water Main Fittings			\$ 1,561.00
			\$ 3,189.73
<b>Less Stored Materials Installed</b>			
Pay Estimate No. 2			\$ (93,578.12)
Pay Estimate No. 3			\$ (91,560.68)
Pay Estimate No. 4			\$ (20,754.65)
Pay Estimate No. 5			\$ (51,203.20)
Pay Estimate No. 6			\$ (212,735.54)
<b>TOTAL MATERIALS STORED</b>			\$ -

SUMMARY			
		Contract Price	Value Completed
Original Contract Price		\$ 949,541.50	\$ 909,819.21
Approved Change Orders (list each)	Change Order 1	\$ (8,293.00)	Based on Unit Prices
	Change Order 2	\$ 3,312.00	Based on Unit Prices
	Change Order 3	\$ 2,238.00	\$ 2,238.00
	Change Order 4	\$ 4,370.00	Based on Unit Prices
Revised Contract Price		\$ 951,168.50	\$ 912,057.21
Materials Stored		\$	\$ -
Value of Completed Work and Materials Stored		\$	\$ 912,057.21
Retained Percentage (5%)		\$	\$ 45,602.86
Released Retainage for work completed and already being utilized		\$	\$ 41,045.41
Less Net Retainage		\$	\$ 4,557.45
Net Amount Due This Estimate		\$	\$ 907,499.76
Less Estimate(s) Previously Approved			
Pay Estimate No. 1		\$ 254,725.46	
Pay Estimate No. 2		\$ 214,543.31	
Pay Estimate No. 3		\$ 85,037.49	
Pay Estimate No. 4		\$ 75,255.03	
Pay Estimate No. 5		\$ 90,654.25	
Pay Estimate No. 6		\$ 72,512.42	
Pay Estimate No. 7		\$ 53,634.84	
Pay Estimate No. 8		\$ 41,045.41	
Pay Estimate No. 9		\$ 20,091.55	
		Total Previously Approved	\$ 907,499.76
Percent Complete	95.9%	Amount Due This Estimate	\$ -

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

The retainage amount \$ 4,557.45 is recommended for payment 31 days after Owner acceptance of the work in accordance with the terms of the contract, providing lien waivers and tax statements have been received and all punchlist items have been completed.

Quantities Complete Submitted By: McKiness Excavating, Inc.	Recommended By: Veenstra & Kimm, Inc.	Approved By: City of Clear Lake
Signature  Craig McKiness	Signature  Jason Petersburg, P.E.	Signature  Mayor Nelson Crabb / Administrator Flory
Project Manager Title E.O.	Title Project Engineer	Title Mayor / City Administrator
Date 8/14/11	Date 9/13/11	Date 9-19-11

# AIA Document G702™ - 1992

## Application and Certificate for Payment

<b>TO OWNER:</b> City of Clear Lake 15 North Sixth Street P.O. Box 185 Clear Lake, IA 50428	<b>PROJECT:</b> Clear Lake Fire Station and EMS	<b>APPLICATION NO:</b> 010 <b>PERIOD TO:</b> August 31, 2011	<b>Distribution to:</b> OWNER:
<b>FROM CONTRACTOR:</b> Henkel Construction Company 208 East State Street P.O. Box 920 Mason City, IA 50402-0920	<b>VIA ARCHITECT:</b> SEH, Inc. 100 North Sixth Street, Suite 710C Minneapolis, MN 55403	<b>CONTRACT FOR:</b> General Construction <b>CONTRACT DATE:</b> October 19, 2010 <b>PROJECT NOS:</b> / /	<b>ARCHITECT:</b> <b>CONTRACTOR:</b> <b>FIELD:</b> <b>OTHER:</b>

### 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 .....	\$ 1,922,052.00
2. NET CHANGE BY CHANGE ORDERS .....	\$ 16,628.56
3. CONTRACT SUM TO DATE (Line 1 + 2) .....	\$ 1,938,680.56
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) .....	\$ 1,938,680.56
5. RETAINAGE:	
a. 5% of Completed Work (Column D + E on G703)	\$ 96,934.03
b. 5% of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703) .....	\$ 96,934.03
6. TOTAL EARNED LESS RETAINAGE .....	\$ 1,841,746.53 (Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....	\$ 1,808,395.15 (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE .....	\$ 33,351.38
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 96,934.03

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 13,687.29	\$ 0.00
Total approved this Month	\$ 2,941.27	\$ 0.00
<b>TOTALS</b>	<b>\$ 16,628.56</b>	<b>\$ 0.00</b>
<b>NET CHANGES by Change Order</b>	<b>\$</b>	<b>16,628.56</b>

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: Timothy M. Sautter Date: August 29, 2011  
State of Iowa Timothy M. Sautter, C.F.O.

County of: Cerro Gordo  
Subscribed and sworn to before  
me this 29th day of August, 2011

Notary Public: Ana Seaman  
My Commission expires: December 12, 2011



### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this 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 .....

\$33,351.38

(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: Jimmy O'Neil Date: 9.9.2011

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.

Stimly 9.9.2011

CONTINUATION SHEET

APPLICATION NUMBER: 10

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT containing Contractor's Signed Certification is Attached

APPLICATION DATE: AUGUST 27, 2011  
PERIOD TO: AUGUST 31, 2011

DIV. NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATION	WORK COMPLETED THIS APPLICATION WORK IN PLACE	STORED MAT	TOTAL COMP. AND STORED TO DATE	% COMP	BALANCE TO FINISH	RETAINAGE
01000	<b>GENERAL CONDITIONS</b>								
	Superintendent	65,000.00	63,700.00	1,300.00	0.00	65,000.00	100.0%	0.00	3,250.00
	GC Mobilization	25,000.00	25,000.00	0.00	0.00	25,000.00	100.0%	0.00	1,250.00
	Temporary Facilities	20,000.00	20,000.00	0.00	0.00	20,000.00	100.0%	0.00	1,000.00
	Clean up	10,000.00	9,800.00	200.00	0.00	10,000.00	100.0%	0.00	500.00
	Performance Bond/Builders Risk	13,550.00	13,550.00	0.00	0.00	13,550.00	100.0%	0.00	677.50
	Testing Services	3,148.00	3,148.00	0.00	0.00	3,148.00	100.0%	0.00	157.45
	Survey	2,500.00	2,500.00	0.00	0.00	2,500.00	100.0%	0.00	125.00
02000	<b>SITework</b>								
	Site Grading	20,000.00	18,000.00	2,000.00	0.00	20,000.00	100.0%	0.00	1,000.00
	Excavation	12,000.00	12,000.00	0.00	0.00	12,000.00	100.0%	0.00	600.00
	Backfill	16,555.00	16,555.00	0.00	0.00	16,555.00	100.0%	0.00	827.76
	Fiberglass Tank	34,318.00	34,318.00	0.00	0.00	34,318.00	100.0%	0.00	1,718.80
	Exterior Concrete	87,305.00	87,305.00	0.00	0.00	87,305.00	100.0%	0.00	4,365.25
	Storm Sewer	3,000.00	3,000.00	0.00	0.00	3,000.00	100.0%	0.00	150.00
	Landscape/Sod	20,155.00	0.00	20,155.00	0.00	20,155.00	100.0%	0.00	1,007.75
	Parking Lines	300.00	0.00	300.00	0.00	300.00	100.0%	0.00	15.00
03000	<b>CONCRETE</b>								
	Footing Concrete	60,000.00	60,000.00	0.00	0.00	60,000.00	100.0%	0.00	3,000.00
	SOG Concrete	52,000.00	52,000.00	0.00	0.00	52,000.00	100.0%	0.00	2,600.00
	Topping Concrete	10,000.00	10,000.00	0.00	0.00	10,000.00	100.0%	0.00	500.00
	Precast Cored Slab	15,000.00	15,000.00	0.00	0.00	15,000.00	100.0%	0.00	750.00
04000	<b>MASONRY</b>								
	Masonry	354,244.00	354,244.00	0.00	0.00	354,244.00	100.0%	0.00	17,712.20
05000	<b>STEEL</b>								
	Structural Steel, Joists, & Deck	128,000.00	128,000.00	0.00	0.00	128,000.00	100.0%	0.00	6,400.00
	Stairs, Rail, & Balards	6,500.00	6,500.00	0.00	0.00	6,500.00	100.0%	0.00	325.00
06000	<b>WOOD AND PLASTICS</b>								
	Rough Carpentry	10,000.00	10,000.00	0.00	0.00	10,000.00	100.0%	0.00	500.00
	Milwork	14,000.00	14,000.00	0.00	0.00	14,000.00	100.0%	0.00	700.00
07000	<b>THERMAL-MOISTURE PROTECTION</b>								
	Under slab & Foundation Insulation	16,000.00	16,000.00	0.00	0.00	16,000.00	100.0%	0.00	800.00
	Single Ply Roofing	145,602.00	145,602.00	0.00	0.00	145,602.00	100.0%	0.00	7,280.10
	Caulk & Sealants	10,000.00	9,800.00	200.00	0.00	10,000.00	100.0%	0.00	500.00
08000	<b>DOORS &amp; WINDOWS</b>								
	HM Doors, Frames & Hardware	50,243.00	50,243.00	0.00	0.00	50,243.00	100.0%	0.00	2,512.15
	Overhead Doors	41,955.00	41,955.00	0.00	0.00	41,955.00	100.0%	0.00	2,097.75
	Coiling Door	2,380.00	2,380.00	0.00	0.00	2,380.00	100.0%	0.00	119.00
	Glass & Glazing	22,770.00	22,770.00	0.00	0.00	22,770.00	100.0%	0.00	1,138.50
09000	<b>FINISHES</b>								
	Drywall	57,469.00	57,469.00	0.00	0.00	57,469.00	100.0%	0.00	2,873.45
	Ceramic Tile	13,400.00	13,400.00	0.00	0.00	13,400.00	100.0%	0.00	670.00
	Acoustical Ceiling	5,800.00	5,800.00	0.00	0.00	5,800.00	100.0%	0.00	290.00
	Resistant Flooring/Carpet	17,220.00	17,220.00	0.00	0.00	17,220.00	100.0%	0.00	861.00
	Painting	39,809.00	37,818.55	1,990.45	0.00	39,809.00	100.0%	0.00	1,980.45
10000	<b>SPECIAL CONDITIONS</b>								
	Marker Boards, Fire Ext., Signage	3,173.00	3,173.00	0.00	0.00	3,173.00	100.0%	0.00	158.65
	Entrance Mats	689.00	689.00	0.00	0.00	689.00	100.0%	0.00	34.45
	Operable Partitions	9,125.00	9,125.00	0.00	0.00	9,125.00	100.0%	0.00	456.25
	Toilet and Bath Accessories	2,732.00	2,732.00	0.00	0.00	2,732.00	100.0%	0.00	136.60
11000	<b>EQUIPMENT</b>								
	Lockers and Toilet Partitions	25,493.00	25,493.00	0.00	0.00	25,493.00	100.0%	0.00	1,274.85
	Blinds	2,075.00	2,075.00	0.00	0.00	2,075.00	100.0%	0.00	103.75
14000	<b>CONVEYING SYSTEMS</b>								
	Elevator	35,500.00	35,500.00	0.00	0.00	35,500.00	100.0%	0.00	1,775.00

*Smily 0007* 9.9.2011

CONTINUATION SHEET

APPLICATION NUMBER: 10

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT containing Contractor's Signed Certification is Attached

APPLICATION DATE: AUGUST 27, 2011  
PERIOD TO: AUGUST 31, 2011

DIV. NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATION	WORK COMPLETED THIS APPLICATION WORK IN PLACE	STORED MAT	TOTAL COMP. AND STORED TO DATE	% COMP	BALANCE TO FINISH	RETAINAGE
<b>CLEAR LAKE FIRE STATION &amp; EMS/1035</b>									
22000	<b>MECHANICAL</b>								
	Water-Sanitary Service - Materials	2,038.00	2,038.00	0.00	0.00	2,038.00	100.0%	0.00	101.90
	Water-Sanitary Service - Labor	850.00	850.00	0.00	0.00	850.00	100.0%	0.00	32.50
	PVC Rough In - Materials	3,410.00	3,410.00	0.00	0.00	3,410.00	100.0%	0.00	170.50
	PVC Rough In - Labor	7,850.00	7,850.00	0.00	0.00	7,850.00	100.0%	0.00	382.50
	Sand Traps, Trench Drains, Sump-Materials	14,800.00	14,800.00	0.00	0.00	14,800.00	100.0%	0.00	740.00
	Sand Traps, Trench Drains, Sump-Labor	8,410.00	8,410.00	0.00	0.00	8,410.00	100.0%	0.00	420.50
	Above,Below Floor Water - Material	12,400.00	12,400.00	0.00	0.00	12,400.00	100.0%	0.00	620.00
	Above,Below Floor Water - Labor	10,500.00	10,500.00	0.00	0.00	10,500.00	100.0%	0.00	525.00
	Gas Piping - Material	1,200.00	1,200.00	0.00	0.00	1,200.00	100.0%	0.00	80.00
	Gas Piping - Labor	2,100.00	2,100.00	0.00	0.00	2,100.00	100.0%	0.00	105.00
	Air Piping - Materials	2,800.00	2,800.00	0.00	0.00	2,800.00	100.0%	0.00	140.00
	Air Piping - Labor	3,900.00	3,900.00	0.00	0.00	3,900.00	100.0%	0.00	195.00
	Storm Sewer-Roof Drains - Materials	4,300.00	4,300.00	0.00	0.00	4,300.00	100.0%	0.00	215.00
	Storm Sewer-Roof Drains - Labor	3,300.00	3,300.00	0.00	0.00	3,300.00	100.0%	0.00	165.00
	Hotsy -Piping - Materials	10,850.00	10,850.00	0.00	0.00	10,850.00	100.0%	0.00	542.50
	Hotsy -Piping - Labor	1,120.00	1,120.00	0.00	0.00	1,120.00	100.0%	0.00	56.00
	Fidures - Material	895.00	895.00	0.00	0.00	895.00	100.0%	0.00	44.75
	Fidures - Labor	2,200.00	2,200.00	0.00	0.00	2,200.00	100.0%	0.00	110.00
	Pipe Insulation - Material	4,000.00	4,000.00	0.00	0.00	4,000.00	100.0%	0.00	200.00
	Pipe Insulation - Labor	7,000.00	7,000.00	0.00	0.00	7,000.00	100.0%	0.00	350.00
	Test and Balance	3,020.00	0.00	3,020.00	0.00	3,020.00	100.0%	0.00	151.00
	Pipe Identification - Materials	400.00	400.00	0.00	0.00	400.00	100.0%	0.00	20.00
	Pipe Identification - Labor	200.00	200.00	0.00	0.00	200.00	100.0%	0.00	10.00
	In Floor Heat - Materials	14,300.00	14,300.00	0.00	0.00	14,300.00	100.0%	0.00	715.00
	In Floor Heat - Labor	6,830.00	6,830.00	0.00	0.00	6,830.00	100.0%	0.00	341.50
	Fire Suppression Sprinklers	31,770.00	31,770.00	0.00	0.00	31,770.00	100.0%	0.00	1,588.50
23000	<b>HVAC</b>								
	Materials	29,200.00	29,200.00	0.00	0.00	29,200.00	100.0%	0.00	1,460.00
	Labor	20,800.00	20,800.00	0.00	0.00	20,800.00	100.0%	0.00	1,040.00
26000	<b>ELECTRICAL</b>								
	Light Fidures	40,000.00	39,000.00	1,000.00	0.00	40,000.00	100.0%	0.00	2,000.00
	Devices	32,000.00	32,000.00	0.00	0.00	32,000.00	100.0%	0.00	1,600.00
	Panels & Service	18,000.00	19,000.00	0.00	0.00	16,000.00	100.0%	0.00	800.00
	Conduit	5,000.00	5,000.00	0.00	0.00	5,000.00	100.0%	0.00	250.00
	Wire	18,000.00	18,000.00	0.00	0.00	18,000.00	100.0%	0.00	900.00
	Air Vac	57,000.00	55,000.00	2,000.00	0.00	57,000.00	100.0%	0.00	2,850.00
	Data	5,000.00	5,000.00	0.00	0.00	5,000.00	100.0%	0.00	250.00
	Fire Alarm	11,000.00	11,000.00	0.00	0.00	11,000.00	100.0%	0.00	550.00
	Generator	44,000.00	44,000.00	0.00	0.00	44,000.00	100.0%	0.00	2,200.00
CO #1	Changes to overhead door openings per PR 001	16,678.11	16,678.11	0.00	0.00	16,678.11	100.0%	0.00	833.91
	Change air filtration system per PR 004	-2,900.00	-2,900.00	0.00	0.00	-2,800.00	100.0%	0.00	-145.00
	Electrical changes per PR 005	1,409.18	1,409.18	0.00	0.00	1,409.18	100.0%	0.00	70.48
	Deduction per PR 002	-1,500.00	-1,500.00	0.00	0.00	-1,500.00	100.0%	0.00	-75.00
COR #5	Add conduit for future telephone PR 006	1,520.28	0.00	1,520.28	0.00	1,520.28	100.0%	0.00	76.01
COR #6	Add 18' concrete pad for lockers PR 008	426.98	0.00	426.98	0.00	426.98	100.0%	0.00	21.35
COR #8	Furnish elect and air intake for compr PR 009	894.03	0.00	894.03	0.00	894.03	100.0%	0.00	49.70
<b>TOTAL</b>		<b>1,838,880.58</b>	<b>1,803,573.84</b>	<b>35,108.72</b>	<b>0.00</b>	<b>1,838,880.58</b>	<b>100.0%</b>	<b>0.00</b>	<b>93,934.03</b>

**RESOLUTION No. \_\_\_\_\_**

**A RESOLUTION APPROVING THE  
FY 2011 CITY STREET FINANCIAL REPORT**

WHEREAS, the City Finance Officer has completed and submitted the FY 2011 road use report for the Clear Lake City Council's review; and

WHEREAS, upon approval of the council, this report will be submitted to the Iowa Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Clear Lake, Iowa that the Finance Officer is hereby authorized to submit the FY 2011 road use report.

ADOPTED this 19<sup>th</sup> day of September, 2011.

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

ATTEST:

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

September 8, 2011

To: Scott Flory, City Administrator

From: Linda Nelson, Finance Officer

Re: FY 2011 Street Finance Report

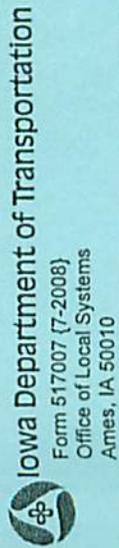
Attached is the Street Finance Report the City must complete each year and submit to the Iowa Department of Transportation by September 30. Please place the report on the September 19, 2011 council agenda for approval.

The Project Final Costs Sheet page includes the following projects completed during the fiscal year: Buddy Holly Circle Park, and 2<sup>nd</sup> Avenue North Street Improvement Project. The 2<sup>nd</sup> Avenue North project was included because construction was completed at June 30, even though the project was not accepted.

Per the report the Road Use Tax Fund had an ending balance of \$1,246,026. The projected ending cash balance after the last amendment was \$772,326. The difference is due to 4 major factors:

- 1) The Road Use Tax fund is reported on the cash basis, which means any checks the City wrote after June 30<sup>th</sup> for invoice related to fy 11 expenditures are not included. Also, the Road Use Tax Allocation received in July is not included. The payables are \$25,395 and receivables \$60,435.
- 2) Revenues over budget \$47,000.
- 3) Cash Transfers to Capital Projects and Storm Sewer not done due to projects not completed \$170,000.
- 4) Actual expenditures less than budgeted: Snow Removal \$28,000; Overlay Project not completed \$209,000; Street Signs \$24,000; St Lighting Utilities \$10,000; Preliminary engineering \$20,000.

If you have any questions, please let me know.



Iowa Department of Transportation

Form 517007 (7-2008)  
Office of Local Systems  
Ames, IA 50010

## City Street Financial Report

City Name	City Number	City Population	Fiscal Year
CLEAR LAKE	1372	7,777	2011

Welcome to the Iowa Department of Transportation, Office of Local Systems, City Street Financial Report (SFR)

Complete the City SFR according to the instructions that are available on the Iowa DOT SFR website located [here](#).

Please direct all questions, comments, and feedback about the City SFR and the on-line process, to: Tammi Bell at [tammi.bell@dot.iowa.gov](mailto:tammi.bell@dot.iowa.gov), 515-239-1529.

Thank you for using the City SFR on-line process.



## City Street Financial Report (Cover Sheet)

City Name	City Number	City Population	Fiscal Year
CLEAR LAKE	1372	7,777	2011

Now therefore let it be resolved that the city council of CLEAR LAKE, Iowa  
(city name)

on 09/19/2011 did hereby approve and adopt the annual  
(month/day/year)

City Street Financial Report from July 1, 2010 to June 30, 2011.  
(year) (year)

### Contact Information

Name	E-mail Address	Street Address	City	ZIP Code
Linda Nelson	<a href="mailto:linda@cityofclearlake.com">linda@cityofclearlake.com</a>	PO Box 185	Clear Lake	50428-0000
Hours	Phone	Extension	Alternate Phone	
8 a.m. to 5 p.m.	(641) 357-5267		(641) 357-5267	

### Preparer Information

Name	E-mail Address	Phone	Extension
Linda Nelson	<a href="mailto:linda@cityofclearlake.com">linda@cityofclearlake.com</a>	(641) 357-5267	

### Mayor Information

Name	E-mail Address	Street Address	City	ZIP Code
Nelson Crabb	<a href="mailto:clmayor@netins.net">clmayor@netins.net</a>	PO Box 185	Clear Lake	50428-0000
Phone	Extension			
(641) 357-5267				

Resolution Number \_\_\_\_\_

\_\_\_\_\_  
Signature Mayor

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



## City Street Financial Report (Summary Statement Sheet)

City Name	City Number	City Population	Fiscal Year
CLEAR LAKE	1372	7,777	2011

**Column 1**   **Column 2**   **Column 3**   **Column 4**  
**Road Use**   **Other Street**   **Street Debt**   **Totals**  
**Tax Fund**   **Monies**

**Column 1**   **Column 2**   **Column 3**   **Column 4**  
**Road Use**   **Other Street**   **Street Debt**   **Totals**  
**Tax Fund**   **Monies**

Round Figures to Nearest Dollar

Round Figures to Nearest Dollar

A. BEGINNING BALANCE				
1. July 1 Balance	716,487	0	0	716,487
2. Adjustments (Note on Explanation Sheet)				
3. Adjusted Balance	716,487	0	0	716,487

B. REVENUES				
1. Road Use Tax	732,491			732,491
2. Transfer of Jurisdictions Fund				
3. Property Taxes		688,668	120,787	809,455
4. Special Assessments		93,278	55,000	148,278
5. Miscellaneous		827,181	369,278	1,196,459
6. Proceeds from Bonds, Notes, and Loans				0
7. Interest Earned		5,935		5,935
8. Total Revenues (Lines B1 thru B7)	732,491	1,615,062	545,065	2,892,618

C. Total Funds Available (Line A3 + Line B8)	1,448,978	1,615,062	545,065	3,609,105
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EXPENSES				
D. Maintenance				
1. Roadway Maintenance	117,694	564,225		681,919
2. Snow and Ice Removal	30,708	68,067		98,775

E. Construction, Reconstruction and Improvements				
1. Engineering	19,550	257,966		277,516
2. Right of Way Purchased				
3. Street/Bridge Construction	35,000	617,995		652,995
4. Traffic Services				

F. Administration		99,823		99,823
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G. Equipment (Purchased or Leased)		6,986		6,986
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H. Miscellaneous				
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J. Street Debt				
1. Bonds, Notes, and Loans - Principal Paid			470,950	470,950
2. Bonds, Notes and Loans - Interest Paid			74,115	74,115

TOTALS				
K. Total Expenses (Lines D thru J)	202,952	1,615,062	545,065	2,363,079
L. Ending Balance (Line C-K)	1,246,026	0	0	1,246,026
M. Total Funds Accounted For (K + L = C)	1,448,978	1,615,062	545,065	3,609,105



Iowa Department of Transportation

Form 517007 (7-2008)  
Office of Local Systems  
Ames, IA 50010

## City Street Financial Report

### (Miscellaneous Revenues and Expenses Sheet)

City Name	City Number	City Population	Fiscal Year
CLEAR LAKE	1372	7,777	2011

Code Number and Itemization of Miscellaneous Revenues (Line B5 on the Summary Statement Sheet) (See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt	
144 FHWA Participation (Fed. Hwy. Admin.)	43,370		X
141 Community Development Block Grant	178,373		X
112 Utility Revenue	110,644		X
172 Labor & Services	850		X
181 Junk and Old	1,444		X
195 Tax Increment Financing (TIF)	362,500	369,278	X
174 Sales Tax / Local Option	130,000		X
Line B5 Totals	827,181	369,278	

Code Number and Itemization of Miscellaneous Expenses (Line H on the Summary Statement Sheet) "On street" parking expenses, street maintenance, buildings, insurance, administrative costs for printing, legal fees, bond fees etc. (See instructions)	Column 2 Other Street Monies	Column 3 Street Debt	
			X
Line H Totals			



Iowa Department of Transportation

Form 517007 (7-2008)  
Office of Local Systems  
Ames, IA 50010

## City Street Financial Report (Bonds, Notes, and Loans Sheet)

City Name	City Number	City Population	Fiscal Year
CLEAR LAKE	1372	7,777	2011

New Bond ?	Debt Type	Debt Purpose	DOT Use Only	Issue Date	Issue Amount	% Related to Street	Year Due	Principal Balance as of 7/1 or after	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance as of 6/30	
<input type="checkbox"/>	General Obligation	Street Improvements	103	06/15/2007	850,000	100%	2017	626,700	80,850	24,611	80,850	24,611	545,850	X
<input type="checkbox"/>	General Obligation	Street Improvements	104	05/27/2010	787,200	100%	2015	787,200	255,300	12,924	255,300	12,924	531,900	X
<input type="checkbox"/>	General Obligation	Paving & Construction	302	06/15/2006	1,200,000	100%	2016	770,000	115,000	31,353	115,000	31,353	655,000	X
<input type="checkbox"/>	General Obligation	Sidewalk	801	09/12/2006	200,000	100%	2016	120,800	19,800	5,227	19,800	5,227	101,000	X
<b>New Bond Totals</b>					<b>0</b>	<b>0</b>	<b>Totals</b>	<b>2,304,700</b>	<b>470,950</b>	<b>74,115</b>	<b>470,950</b>	<b>74,115</b>	<b>1,833,750</b>	

**City Street Financial Report  
 (Project Final Costs Sheet)**

City Name	City Number	City Population	Fiscal Year
CLEAR LAKE	1372	7,777	2011

For construction, reconstruction, and improvement projects with costs equal to or greater than 90% of the bid threshold in effect as the beginning of the fiscal year.  
 Check here if there are no entries for this year

**Section A**

Line No.	1. Project Number	2. Estimated Cost	3. Project Type	4. Public Letting?	5. Location/Project Description (limits, length, size of structure)	
1	2nd Ave N	336,775	Roadway Construction	Yes	Reconstruct 2nd Ave N from N 6th St to N 8th St including Storm Sewer	X
2	Buddy Holly Circle	108,453	Roadway Construction	Yes	Create Beach Dr on-street parking, and sidewalk improvement	X

**Section B**

Line No.	1. Project Number	6. Contractor Name	Contract Work		City Labor			13. Total
			7. Contract Price	8. Additions/Deductions	9. Labor	10. Equipment	11. Materials	
1	2nd Ave N	Yohn Co	280,649	-8,393				272,256
2	Buddy Holly Circle	Dean Snyder Construction Co	123,127	6,987				130,114

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND", and moved its adoption, Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION No. \_\_\_\_\_

A RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BONDS FOR THE 19 S. 3<sup>rd</sup> STREET PARKING LOT IMPROVEMENT PROJECT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLEAR LAKE, IOWA; that the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as construction of the 19 S 3<sup>rd</sup> Street Parking Lot Improvement Project, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: Dean Snyder Construction, Clear Lake, Iowa

Date of contract: September 19, 2011

Bond surety: Merchants Bonding Company

Date of Bond: September 19, 2011

Portion of project: All construction work.

PASSED AND APPROVED, this 19<sup>th</sup> day of September, 2011.

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

ATTEST:

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

SECTION 00500

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the 21<sup>st</sup> day of September, 2011, by and between

City of Clear Lake, Iowa

\_\_\_\_\_  
(hereinafter called OWNER) and

Dean Snyder Construction

\_\_\_\_\_  
(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. WORK.**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as the Clear Lake VFW Parking Lot Project, Clear Lake, Iowa.

**Article 2. ENGINEER.**

The Project has been designed by Yaggy Colby Associates who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**Article 3. CONTRACT TIME.**

3.1 Work under the proposed contract shall be completed and ready for final acceptance by November 4, 2011.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$500 for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

**Article 4. CONTRACT PRICE.**

4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows: Unit Price.

4.2 The OWNER agrees to pay and the CONTRACTOR agrees to accept payment in accordance with the prices bid for the unit items as submitted in the CONTRACTOR'S Proposal as shown on attached Exhibit A, the aggregate of which prices, based on the approximate schedule of quantities, is estimated to be One Hundred Thirty Nine Thousand, Two Hundred Thirty-six Dollars and Twenty-five cents (\$139,236.25). Quantities shown are approximate only and are solely for the purpose of facilitating the comparison of bids. CONTRACTOR'S compensation will be computed upon the basis of the actual quantities in the completed Work, whether they be more or less than those shown. OWNER reserves the right to change quantities to be furnished. Unit prices bid control, regardless of actual quantities required.

**Article 5. PAYMENT PROCEDURES.**

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 1st day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1 Prior to Substantial Completion, progress payments will be made in amounts equal to payment to CONTRACTOR of 95% of the Contract Price, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

5.2 Final Payment. No sooner than 30 days following final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

**Article 6. CONTRACTOR'S REPRESENTATIONS.**

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

6.2 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

6.3 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

#### **Article 7. CONTRACT DOCUMENTS.**

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1 This Agreement ( pages 1 to 7, inclusive).
- 7.2 Exhibits to this Agreement (page 1, inclusive).
- 7.3 Performance, Payment, and other Bonds.
- 7.4 Notice of Award.
- 7.5 Standard General Conditions (pages 1 to 42, inclusive).

7.6 Modifications to General Conditions (pages 1 to 7, inclusive).

7.7 Specifications bearing the title "Clear Lake VFW Parking Lot Project, Clear Lake, Iowa" and consisting of divisions as listed in Construction Documents table of contents.

7.8 Drawings, consisting of Drawings as listed in Drawing list.

7.9 Addenda number 1, inclusive.

7.10 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

**Article 8. MISCELLANEOUS.**

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

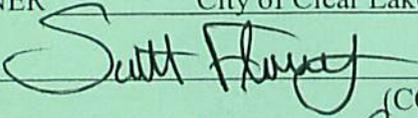
8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

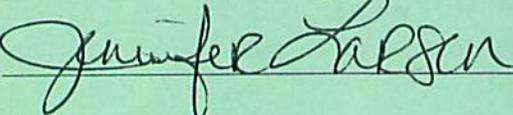
8.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on September 2, 2011.

OWNER City of Clear Lake, Iowa

BY   
(CORPORATE SEAL)

Attest 

Address for giving notices

City Hall, 15 N. 6<sup>th</sup> Street, P.O. Box 185

Clear Lake, Iowa 50428

(If OWNER is a public body attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

Signature entities shall match entities on Bid Form.

If CONTRACTOR is:

An Individual

By \_\_\_\_\_  
(Individual's Name) (SEAL)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

A Partnership

By \_\_\_\_\_  
(Firm Name) (SEAL)

By \_\_\_\_\_  
(general partner)

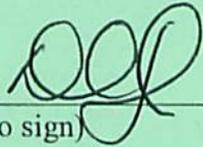
Business address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_

A Corporation

By Dean Snyder Construction  
(Corporation Name)

Iowa  
(state of incorporation)

By Dale Snyder   
(name of person authorized to sign)

CEO  
(title)

(Corporate Seal)

Attest Jodie W Waage  
(Secretary)

Business address: 913 N 14th St  
Clear Lake IA 50423  
\_\_\_\_\_

Phone No.: 641-357-2283

Exhibit A  
 CLEAR LAKE VFW PARKING LOT PROJECT  
 CLEAR LAKE , IOWA  
 11397-11

ALTERNATE A - PCC PAVING

ITEM					
<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1	Remove Pavement	305	SY	6.00	1,830.00
2	Remove Sidewalk	75	SY	4.40	330.00
3	Excavation, Cl.10	750	CY	10.50	7,875.00
4	Below Grade Excavation	50	CY	10.50	525.00
5	Pervious Concrete Pavement 6"	316	SY	40.00	12,640.00
6	PCC Pavement, 6", Cl. C	1,640	SY	36.50	59,860.00
7	PCC Vertical Curb, 6" x 12", Cl. C	215	LF	22.75	4,891.25
8	Stone Recharge Bed	325	TON	21.40	6,955.00
9	Engineering Fabric	780	SY	2.60	2,028.00
10	PCC Driveway, 6", Cl. C	50	SY	36.50	1,825.00
11	PCC Sidewalk, 4", Cl. C	1,165	SF	3.35	3,902.75
12	PCC Sidewalk, 6", Cl. C	125	SF	6.00	750.00
13	Detectable Warning Panel	24	SF	36.00	864.00
14	PCC Drainage Flume	2	EA	50.00	100.00
15	Storm Sewer Intake, SW-512	1	EA	1,819.00	1,819.00
16	Storm Sewer, 12" RCP, Cl. 3	20	LF	53.50	1,070.00
17	Connect to Existing Storm Sewer Intake	1	EA	535.00	535.00
18	Longitudinal Subdrain, 6"	260	LF	19.95	5,187.00
19	Subdrain Cleanout, 6"	2	EA	210.00	420.00
20	Subdrain Outlet (RF-19C)	2	EA	315.00	630.00
21	Topsoil, Furnish and Place	50	TON	42.00	2,100.00
22	PCC Paver Base, 4"	1,205	SF	3.00	3,615.00
23	Sidewalk Pavers, Install Only	1,205	SF	3.00	3,615.00
24	Remove & Salvage Pavers	135	SY	6.75	911.25
25	Decorative Street Light, Remove and Re-install	2	EA	1,000.00	2,000.00
26	Mulching and Landscape Fabric	145	SY	10.00	1,450.00
27	Shrubs, Furnished & Installed with Warranty	37	EA	34.00	1,258.00
28	Trees, Furnished & Installed with Warranty, Balled and Burlap, 2"-2 1/2"	3	EA	245.00	735.00
29	Rain Garden	1	LS	1,885.00	1,885.00
30	Disconnect Water Service	1	EA	630.00	630.00
31	Parking Lot Striping, Symbols and Signage	1	LS	2,000.00	2,000.00
32	Traffic Control	1	LS	1,500.00	1,500.00
33	Mobilization	1	LS	3,500.00	3,500.00
<b>TOTAL PROJECT - ALTERNATE A - PCC PAVEMENT</b>					<b>139,236.25</b>

A Joint Venture

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

Each joint venturer must sign. Manner of signing for each individual, partnership, and corporation that is a party to joint venture should be in manner indicated.

License No. \_\_\_\_\_

Agent for service of process: \_\_\_\_\_

**END OF SECTION**

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No: IAC 113710

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Dean Snyder Construction Co.
913 North 14th Street
Clear Lake, Iowa 50428

SURETY (Name and Principal Place of Business):
Merchants Bonding Company (Mutual)
2100 Fleur Drive
Des Moines, Iowa 50321

OWNER (Name and Address):
City of Clear Lake, Iowa
City Hall
15 N. 6th Street, P.O. Box 185
Clear Lake, Iowa 50428

CONSTRUCTION CONTRACT

Date: September 2, 2011

Amount: \$139,236.25

Description (Name and Location): Clear Lake VFW Parking Lot, Clear Lake, Iowa

BOND

Date (Not earlier than Construction Contract Date): September 2, 2011

Amount: \$139,236.25

Modifications to this Bond:

[X] None

[ ] See Page 3

CONTRACTOR AS PRINCIPAL

Company: Dean Snyder Construction Co., 913 North 14th Street Clear Lake, Iowa 50428

Signature: Dale A. Snyder
Name and Title: Dale A. Snyder - CEO/SEC/TREAS.

SURETY

Company: Merchants Bonding Company (Mutual), 2100 Fleur Drive Des Moines, Iowa 50321

Signature: Roger J. Ritter
Name and Title: Roger J. Ritter - Attorney-In-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY — Name, Address and Telephone)

AGENT or BROKER: Roger J. Ritter
First Gabrielson Agency
815 4th Avenue South
Clear Lake, Iowa 50428

OWNER'S REPRESENTATIVE (Architect, Engineer or other party): Yaggy Colby Associates
215 North Adams
Mason City, Iowa 50401

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the

minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

## 12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Con-

struction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL  
Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: \_\_\_\_\_

Name and Title:

Address:

Signature: \_\_\_\_\_

Name and Title:

Address:

MERCHANTS  
BONDING COMPANY  
POWER OF ATTORNEY

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Roger J. Ritter, Jay Lefevre

of Clear Lake and State of Iowa its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**FIFTY MILLION (\$50,000,000.00) DOLLARS**

and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 4th day of January, 2011.



MERCHANTS BONDING COMPANY (MUTUAL)

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 4th day of January, 2011, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



*Cindy Smyth*  
Notary Public, Polk County, Iowa

STATE OF IOWA  
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 2nd day of September, 2011



*William Warner Jr.*  
Secretary

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No: IAC 113710

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Dean Snyder Construction Co.
913 North 14th Street
Clear Lake, Iowa 50428

SURETY (Name and Principal Place of Business):
Merchants Bonding Company (Mutual)
2100 Fleur Drive
Des Moines, Iowa 50321

OWNER (Name and Address):
City of Clear Lake, Iowa
City Hall
15 N. 6th Street, P.O. Box 185
Clear Lake, Iowa 50428

CONSTRUCTION CONTRACT
Date: September 2, 2011
Amount: \$139,236.25
Description (Name and Location): Clear Lake VFW Parking Lot, Clear Lake, Iowa

BOND
Date (Not earlier than Construction Contract Date): September 2, 2011
Amount: \$139,236.25
Modifications to this Bond: [X] None [ ] See Page 6

CONTRACTOR AS PRINCIPAL
Company: Dean Snyder Construction Co., 913 North 14th Street
Clear Lake, Iowa 50428
Signature: [Signature]
Name and Title: Dale A. Snyder-CEO/SEC/TREAS.

SURETY
Company: Merchants Bonding Company (Mutual), 2100 Fleur Drive
Des Moines, Iowa 50321
Signature: [Signature]
Name and Title: Roger J. Ritter-Attorney-In-Fac

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER: Roger J. Ritter
First Gabrielson Agency
815 4th Avenue South
Clear Lake, Iowa 50428

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):
Yaggy Colby Associates
215 North Adams
Mason City, Iowa 50401

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be

deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms

"labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

#### MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL  
Company:

(Corporate Seal)

SURETY  
Company:

(Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title:  
Address:

Signature: \_\_\_\_\_  
Name and Title:  
Address:

**MERCHANTS**  
**BONDING COMPANY**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Roger J. Ritter, Jay Lefevre

of Clear Lake and State of Iowa its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**FIFTY MILLION (\$50,000,000.00) DOLLARS**

and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 4th day of January, 2011.



MERCHANTS BONDING COMPANY (MUTUAL)

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 4th day of January, 2011, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



*Cindy Smyth*  
Notary Public, Polk County, Iowa

STATE OF IOWA  
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 2nd day of September, 2011



*William Warner Jr.*  
Secretary

**MERCHANTS**  
**BONDING COMPANY**

2100 FLEUR DRIVE • DES MOINES, IOWA 50321-1158  
(515) 243-8171 • (515) 243-3854 FAX

**MAINTENANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. IAC 113710

That Dean Snyder Construction Co  
913 North 14th Street of Clear Lake, Iowa 50428  
as Principal, and the MERCHANTS BONDING COMPANY (MUTUAL) of Des Moines, Iowa as Surety are held and firmly bound unto the City of Clear Lake, Iowa, City Hall, 15 North 6th Street, P.O. Box 185, Clear Lake, Iowa 50428 in the penal sum of One hundred thirty nine thousand two hundred thirty six & 25/100 (\$139,236.25) DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this 2nd day of September 2011.

WHEREAS, the Principal entered into a certain contract, dated the 2nd day of September, 2011, with the City of Clear Lake, Iowa, City Hall, 15 North 6th Street, P.O. Box 185, Clear Lake, Iowa 50428, to furnish all the material and labor necessary for the construction of Clear Lake VFW Parking Lot Project, Clear Lake, Iowa

in conformity with certain specifications; and

WHEREAS, a further condition of said contract is that the Principal should furnish a bond of indemnity, guaranteeing to remedy any defects in workmanship or materials that may develop in said work within a period of four (4) years from the date of acceptance of the work under said contract; and

WHEREAS, the above work has been completed and accepted and if not accepted will be automatically accepted upon the filing of this maintenance bond; and

WHEREAS, the MERCHANTS BONDING COMPANY (MUTUAL) of Des Moines, Iowa for valuable consideration, has agreed to join with said Principal in such bond or guarantee, indemnifying said City of Clear Lake, Iowa as aforesaid;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said work, within the period of four (4) years from the date of acceptance of the work under said contract, by reason of bad workmanship or poor material used in the construction of said work, and shall keep all work in continuous good repair during said period, and shall in all other respects, comply with all the terms and conditions of said contract with respect to maintenance and repair of said work, then this obligation to be null and void; otherwise to be and remain in full force and virtue in law.

It is agreed that while the Principal shall be and remain liable for failure to adhere to the specifications which form the basis for the work, the Surety, inasmuch as the original work was not bonded, shall be obligated only to assure the maintenance of the work in the condition in which it existed at the time the work was accepted. Any obligation beyond this shall be that of only the Principal.

Dean Snyder Construction Co.

Principal

By

Dale A. Snyder - CEO/SEC/TREAS.

Approved \_\_\_\_\_

By \_\_\_\_\_

MERCHANTS BONDING COMPANY (MUTUAL)

By

Roger J. Ritter - Attorney-In-Fact

CON 0304 (7/10)

**MERCHANTS**  
**BONDING COMPANY**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Roger J. Ritter, Jay Lefevre

of Clear Lake and State of Iowa its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**FIFTY MILLION (\$50,000,000.00) DOLLARS**

and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

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In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 4th day of January, 2011.



MERCHANTS BONDING COMPANY (MUTUAL)

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 4th day of January, 2011, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



*Cindy Smyth*  
Notary Public, Polk County, Iowa

STATE OF IOWA  
COUNTY OF POLK ss.

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In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 2nd day of September, 2011



*William Warner Jr.*  
Secretary



**VETERANS MEMORIAL GOLF CLUB**  
**Balance Sheet**  
As of August 31, 2011

	<u>Aug 31, 11</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
Checking Acct	84,865.50
<b>Total Checking/Savings</b>	<u>84,865.50</u>
<b>Other Current Assets</b>	
Honor Flight Receivable	300.00
Undeposited Funds	3,770.70
Cash on Hand	920.50
<b>Total Other Current Assets</b>	<u>4,991.20</u>
<b>Total Current Assets</b>	<u>89,856.70</u>
<b>Fixed Assets</b>	
Equipment	37,862.00
A/D - Equipment	-1,352.25
<b>Total Fixed Assets</b>	<u>36,509.75</u>
<b>TOTAL ASSETS</b>	<u><u>126,366.45</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Other Current Liabilities	
Men's League Fund	2,690.00
Sales Tax Payable-	3,238.87
Payroll Liabilities	5,084.44
<b>Total Other Current Liabilities</b>	<u>11,013.31</u>
<b>Total Current Liabilities</b>	<u>11,013.31</u>
<b>Total Liabilities</b>	11,013.31
<b>Equity</b>	
Net Income	115,353.14
<b>Total Equity</b>	<u>115,353.14</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>126,366.45</u></u>

**VETERANS MEMORIAL GOLF CLUB**  
**Profit & Loss**  
**August 2011**

	Aug 11	Jan - Aug 11
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
<b>Season Passes</b>		
Family	0.00	38,925.23
Single	0.00	38,679.95
Junlor	0.00	1,537.39
<b>Total Season Passes</b>	0.00	79,142.57
<b>Revenues</b>		
<b>Golf Carts</b>		
Electric Storage	0.00	6,682.25
Gas Storage	0.00	10,673.83
Ext Unlimited Lease	0.00	1,822.43
Weekday Unlimited Lease	0.00	2,158.89
Trall Fee	366.62	6,191.08
Cart Card	210.28	3,049.06
<b>Total Golf Carts</b>	576.80	30,577.54
USGA Handicap Cards	20.00	2,460.00
Merchandise Sales	3,575.79	16,424.70
<b>Clubhouse Sales</b>		
Food Sales	3,020.13	9,713.92
Beverage Sales	14,473.08	45,263.75
<b>Total Clubhouse Sales</b>	17,493.21	54,977.67
<b>Golf Sales (Fees, etc.)</b>		
Punch Card - 10 rds	560.75	1,962.62
Golf Sales Misc.	65.45	84.15
Green Fees	18,867.69	55,000.32
Cart Rentals - Daily	5,094.29	16,942.21
Golf Sales (Fees, etc.) - Other	0.00	65.45
<b>Total Golf Sales (Fees, etc.)</b>	24,588.18	74,054.75
Revenues - Other	0.00	18,299.11
<b>Total Revenues</b>	46,253.98	196,793.77
Friends of	0.00	7,700.00
<b>Total Income</b>	46,253.98	283,636.34
<b>Cost of Goods Sold</b>		
<b>Cost of Goods Sold</b>		
Food Cost	1,681.97	8,799.32
Beverage Cost	3,377.37	22,372.38
Merchandise Cost	1,434.40	13,059.87
Golf Cart Rental	336.00	386.00
Cost of Goods Sold - Other	432.00	2,896.00
<b>Total Cost of Goods Sold</b>	7,261.74	47,513.57
<b>Total COGS</b>	7,261.74	47,513.57
<b>Gross Profit</b>	38,992.24	236,122.77
<b>Expense</b>		
<b>Clubhouse Expenses</b>		
Miscellaneous - C	50.00	467.22
Office - C	161.29	5,564.96
Payroll - C	8,064.84	34,966.73
Payroll Taxes - C	790.86	3,503.11
Permits - C	0.00	114.50
Repairs/Maint - C	779.52	4,947.22
Supplies - C	141.46	2,752.66
<b>Total Clubhouse Expenses</b>	9,987.97	52,316.40
<b>Grounds Expenses</b>		
Chem, Fert, Seed, Etc. - G	772.70	5,459.91
Fuel - G	2,449.32	3,392.67

**VETERANS MEMORIAL GOLF CLUB**  
**Profit & Loss**  
**August 2011**

	Aug 11	Jan - Aug 11
Equipment - G	800.00	2,046.22
Miscellaneous - G	0.00	485.43
Payroll - G	7,030.51	28,853.99
Payroll Taxes - G	691.00	2,863.24
Repairs/Maint - G	2,179.13	8,666.92
Supplies - G	1,206.62	4,722.42
<b>Total Grounds Expenses</b>	<b>15,129.28</b>	<b>56,490.80</b>
<b>Overhead</b>		
Professional Fees - O	0.00	850.00
Advertising - O	15.00	2,202.39
Bank Service Charges - O	0.00	16.05
Credit Card Fees - O	671.23	2,240.65
Dues and Subscriptions - O	0.00	550.00
Insurance - O	0.00	2,011.54
Telephone - O	512.03	2,972.20
Utilities - O	1,301.59	4,327.74
<b>Total Overhead</b>	<b>2,499.85</b>	<b>15,170.57</b>
<b>Other Expenses</b>		
Depreciation Expense	450.75	1,352.25
Payroll Expenses	0.00	0.00
Payroll Taxes	0.00	0.00
<b>Total Other Expenses</b>	<b>450.75</b>	<b>1,352.25</b>
<b>Total Expense</b>	<b>28,067.85</b>	<b>125,330.02</b>
<b>Net Ordinary Income</b>	<b>10,924.39</b>	<b>110,792.75</b>
<b>Other Income/Expense</b>		
Other Income		
Honor Flight Tourney	8,875.00	8,875.00
<b>Total Other Income</b>	<b>8,875.00</b>	<b>8,875.00</b>
Other Expense		
Honor Flight Tourney Exp	4,314.61	4,314.61
<b>Total Other Expense</b>	<b>4,314.61</b>	<b>4,314.61</b>
<b>Net Other Income</b>	<b>4,560.39</b>	<b>4,560.39</b>
<b>Net Income</b>	<b>15,484.78</b>	<b>115,353.14</b>