

1. Agenda

Documents:

[AGENDA.PDF](#)

2. Supporting Meeting Documents

Documents:

[VILLAGE COOP STREETLIGHT REQUEST.PDF](#)  
[BILL LIST.PDF](#)  
[EAGLEVIEW AT WANDERING CREEK.PDF](#)  
[MARCH FINANCIALS.PDF](#)  
[MINUTES.PDF](#)  
[PACKET.PDF](#)  
[STREET LIGHT POLICY AND LIST OF INSTALLATIONS.PDF](#)



**COUNCIL AGENDA**  
**CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET**  
**APRIL 25, 2016, at 5:30 PM**

**NOTICE TO PUBLIC:** The Mayor and City Council welcome comment from the public during discussion. You are required to step to the microphone, state your name and address for the record and to limit the time used to present your remarks in order that others may be given the opportunity to speak.

**CALL TO ORDER:** Mayor James L. Lowrance

**PLEDGE OF ALLEGIANCE:**

**ROLL CALL:** Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin.

**MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS:**

Years of Service:

5 years: Rhonda Allen, Kevin Pigors

25 years: Rick Lang

**APPROVAL OF AGENDA:**

**CONSENT AGENDA:** All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time Council votes on the motion.

1. Approve Council meeting Minutes of April 11, 2016.
2. Approve Bill List in the amount of \$ 1,003,742.48
3. Receipt of Building Report, March 2016.
4. Reappoint to Investment Advisory Committee: Norm Bach, term expires 4/1/2020; Kileen Rezac, term expires 4/1/2019; Sarah Hesmer, term expires 4/1/2018.
5. Resolution 2016-060 Accepting Bid and Authorizing the Award of Contract for Bio Gas Generator WPCP Project 52015014, Ziegler Power Systems, \$319,165.00.
6. Resolution 2016-061 Approving Contract and Bond for Construction of the Bio Gas Generator WPCP Project 52015014, Ziegler Power Systems, \$319,165.00
7. Resolution 2016-062 Approving Contract Change Order #1 for the Bio Gas Generator WPCP Project 52015014, Ziegler Power Systems, an increase of \$41,875.00.
8. Resolution 2016-063 Approve Contract and Bond 2015 Oil Mix Streets Overlay Project 76015005, OMG Midwest, \$425,460.00.
9. Tentative Resolution 2016-064 Setting public hearing for the sale of property, 612 W Church St.
10. Resolution 2016-065 Approving Preliminary Master Plan for Eagle View at Wandering Creek 1<sup>st</sup> Addition, and Final Master Plan for Eagle View at Wandering Creek 1<sup>st</sup> Addition.
11. Resolution 2016-066 Approving Preliminary Plat for Eagle View at Wandering Creek and Final Plat for Eagle View at Wandering Creek 1<sup>st</sup> Addition.

Visit [www.ci.marshalltown.ia.us](http://www.ci.marshalltown.ia.us)

Please refer to the previous Council packet for attachments not included with this agenda packet. Complete agenda packets are available for inspection for the public at the City Clerk's Office, the Marshalltown Public Library and the city's website.



12. Resolution 2016-067 Accepting Dedication of Eagle View at Wandering Creek 1<sup>st</sup> Addition to Marshalltown, Marshall County, Iowa.
13. Resolution 2016-068 Accepting Quit Claim Deed, relating to Eagle View at Wandering Creek 1<sup>st</sup> Addition, Sanitary and Storm Sewer Easement, Utility and Water main Easement.
14. Renewal liquor licenses: American Legion; Hy-Vee Gas; Abarrotes Villachuato, Goldenland, Zenos Pizza, Best Western Marshalltown, Elmwood Country Club, Tremont on Main, Center Street Station, Walgreens, East Side Liquor and Groceries, The Perfect Setting.

**(end of consent agenda items)**

**MOTION:**

15. Approve March 2016 financials.
16. Approve Liquor License Transfer for May 13, The Spot, to operate a beer garden in the 13th Street Area.
17. Regarding 2015 Microsurfacing Project 76015003, no bids received.

**RESOLUTIONS:**

18. Resolution 2016-069 of Support and Financial Commitment for the Main Street Iowa Program and approving Agreement through July 1, 2018, and providing annual financial support of \$24,000, paid from the Downtown TIF, Urban Renewal Area No 4 Tax Increment Revenue Fund.
19. Resolution 2016-070 Accepting Bid and Authorizing the Award of Contract for 2016 Mill and Overlay project 76016004, Cessford Construction, \$675,456.50.
20. Resolution 2016-071 Approving Contract and Bond for Construction of the 2016 Mill and Overlay project 76016004, Cessford Construction, \$675,456.50.
21. Resolution 2016-072 in Support of TSB Construction's Workforce Housing Tax Credit Application to Iowa Economic Development Authority

**DISCUSSION:**

22. Village Coop Street light request for the city to pay for installation.

**PUBLIC COMMENTS:**

**CLOSED SESSION**

23. Closed session pursuant to Section 21.5, subsection 1, paragraph c, of the Code of Iowa, to discuss strategy with counsel in matters where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the city in that litigation. The City of Marshalltown has an attorney-client relationship with Attorney Roger Schoell, appointed as City Attorney on May 5, 2014, by Council Resolution #2014-047.

**OPEN SESSION:**(If appropriate and recommended by legal counsel.)

24. Council to adopt recommendations of legal counsel proposed in closed session.

**ADJOURNMENT:**

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To: Marshalltown City Council  
Request: 2 New Street Lights  
Location: West Merle Hibbs Blvd.

By: Village Cooperative – 915 W. Merle Hibbs Blvd.

The Village will be 6 yrs. old this June. For some reason, street lights were put up at the corner of 8<sup>th</sup> St. and the dead end street, Knollway Drive. This leaves no lights on this public street owned by the city down to the Village.

At the Village, we have 50 units and 71 seniors 55+. The street is very dark and lights are needed for safety purposes plus driving.

Many folks from the Village walk Merle Hibbs Blvd. Some of the Village and area neighbors have dogs.

Town house units – 10. These units pay the city approximately \$60,000 in taxes while the Village pays \$105,534. That's a total of \$165,534.

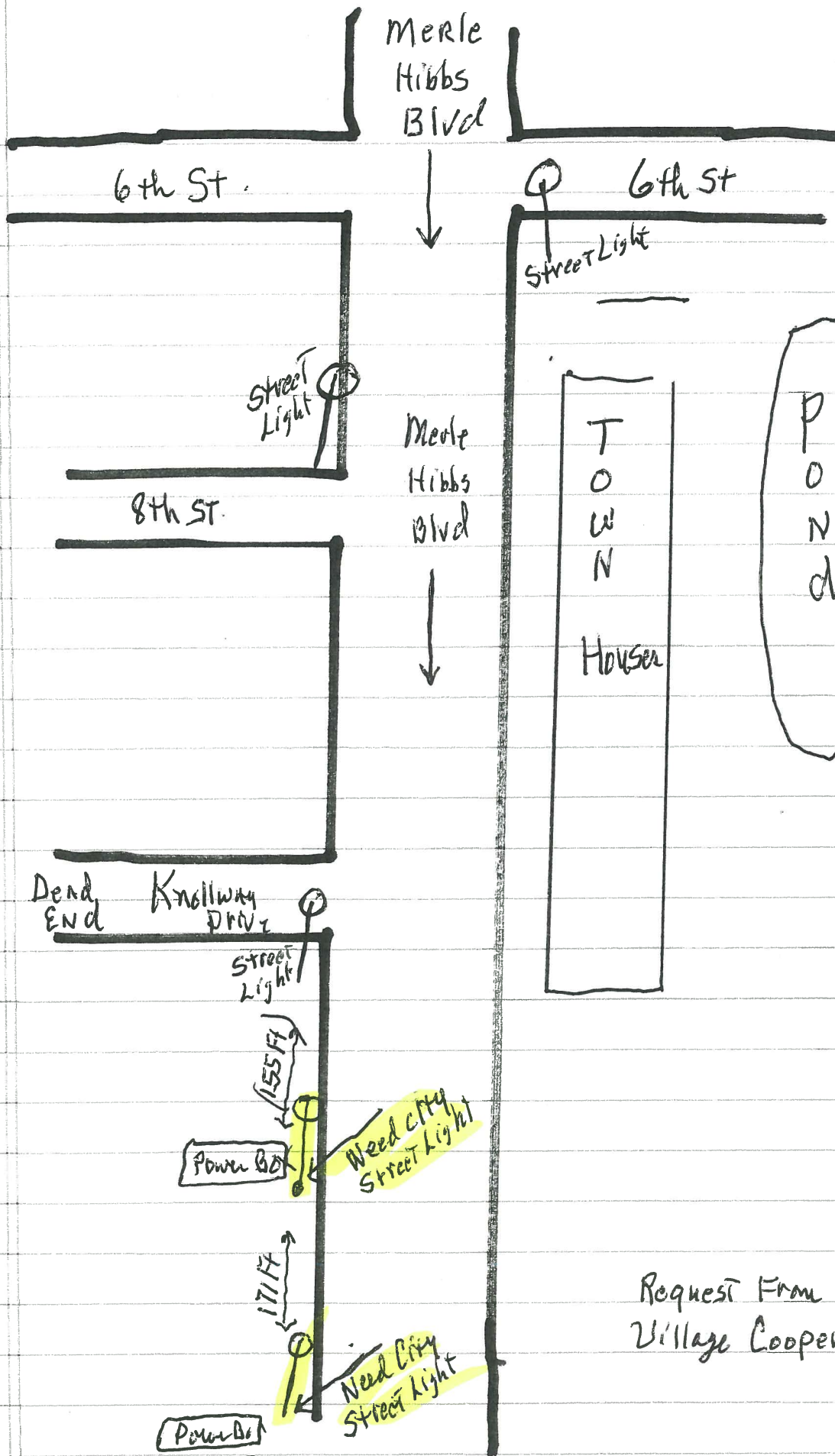
The city should install 2 new street lights with LED bulbs with no expense to residents or the Village.

Respectfully,

A handwritten signature in cursive script that reads 'John J. Reardon'.

John J. Reardon, Property Chairman  
Village Cooperative of Marshalltown  
Ph. – 641.752.5465  
Cell – 641.651.8209





Request From  
Village Cooperative

COUNCIL DATE: April 25, 2016

|                       |              |                          |
|-----------------------|--------------|--------------------------|
| VISA                  | \$26,657.81  | VISA                     |
| ACH'S                 | \$304,559.57 | ACH'S                    |
| CHECKS                | \$129,654.87 | CHECKS                   |
| PAYROLL#7             | \$542,870.23 | PERIOD ENDING 4/2/2016   |
| <hr/>                 |              |                          |
| <b>\$1,003,742.48</b> |              | <b>TOTAL FOR COUNCIL</b> |
| <hr/>                 |              |                          |

|                 |                            |                        |          |
|-----------------|----------------------------|------------------------|----------|
| 477580.5600.000 | A M LEONARD INC            | TREE RIGID MESH        | 80.80    |
| 477580.5600.000 | A M LEONARD INC            | TREE RIGID MESH        | 177.47   |
| 101310.5450.000 | A T & T                    | WIRELESS SERVICE-SARAH | 31.89    |
| 510531.5410.000 | A-1 PEST CONTROL           | SEWER BARN             | 24.00    |
| 520590.5410.000 | A-1 PEST CONTROL           | SEWER BARN             | 36.00    |
| 520520.5132.000 | ADLAND ENGRAVING CO INC    | 8 SHIRTS- WPCP         | 113.70   |
| 101850.5230.000 | ADP COMMERCIAL LEASING LLC | IMPLEMENTATION PAYROLL | 97.22    |
| 101110.5340.800 | ADRIAN FALCONER            | TOW CHARGE             | 181.90   |
| 230110.5600.000 | AERISOURCE FUNDING INC     | BIKE HELMET            | 501.40   |
| 101860.5231.820 | AHLERS & COONEY,PC         | LEGAL FEES             | 375.00   |
| 206710.5600.000 | AIRGAS USA, LLC            | HAZMAT CHARGE          | 79.14    |
| 520520.5718.000 | AIRGAS USA, LLC            | WELDER & SUPPLIES      | 1,927.47 |
| 520520.5410.000 | AIR-MACH INC               | COMPRESSOR             | 1,492.14 |
| 101820.5600.000 | ALL IN ONE POSTER          | SPANISH/ENGLISH POSTER | 170.10   |
| 101110.5450.000 | ALLIANCE CONNECT           | APRIL PHONE LINES      | 477.12   |
| 101110.5450.000 | ALLIANCE CONNECT           | APRIL PHONE LINES      | 33.80    |
| 101140.5450.000 | ALLIANCE CONNECT           | APRIL PHONE LINES      | 136.54   |
| 101310.5450.000 | ALLIANCE CONNECT           | APRIL PHONE LINES      | 136.54   |
| 101420.5450.000 | ALLIANCE CONNECT           | APRIL PHONE LINES      | 197.40   |
| 101440.5450.000 | ALLIANCE CONNECT           | APRIL PHONE LINES      | 64.14    |
| 101480.5450.000 | ALLIANCE CONNECT           | APRIL PHONE LINES      | 32.07    |
| 101560.5450.000 | ALLIANCE CONNECT           | APRIL PHONE LINES      | 35.37    |
| 101561.5450.000 | ALLIANCE CONNECT           | APRIL PHONE LINES      | 35.37    |
| 101581.5450.000 | ALLIANCE CONNECT           | APRIL PHONE LINES      | 33.73    |
| 101770.5450.000 | ALLIANCE CONNECT           | APRIL PHONE LINES      | 35.37    |
| 101820.5450.000 | ALLIANCE CONNECT           | APRIL PHONE LINES      | 33.73    |
| 101830.5450.000 | ALLIANCE CONNECT           | APRIL PHONE LINES      | 35.37    |
| 101831.5450.000 | ALLIANCE CONNECT           | APRIL PHONE LINES      | 35.37    |
| 101840.5450.000 | ALLIANCE CONNECT           | APRIL PHONE LINES      | 69.10    |
| 101850.5450.000 | ALLIANCE CONNECT           | APRIL PHONE LINES      | 69.10    |
| 101870.5450.000 | ALLIANCE CONNECT           | APRIL PHONE LINES      | 33.73    |
| 101890.5450.000 | ALLIANCE CONNECT           | APRIL PHONE LINES      | 170.25   |
| 101891.5450.000 | ALLIANCE CONNECT           | APRIL PHONE LINES      | 32.07    |
| 152451.5450.000 | ALLIANCE CONNECT           | APRIL PHONE LINES      | 33.73    |
| 206120.5450.000 | ALLIANCE CONNECT           | APRIL PHONE LINES      | 33.73    |
| 206710.5450.000 | ALLIANCE CONNECT           | APRIL PHONE LINES      | 101.17   |
| 206760.5450.000 | ALLIANCE CONNECT           | APRIL PHONE LINES      | 35.37    |
| 233410.5450.000 | ALLIANCE CONNECT           | APRIL PHONE LINES      | 32.07    |
| 278690.5450.000 | ALLIANCE CONNECT           | APRIL PHONE LINES      | 102.83   |
| 283210.5450.000 | ALLIANCE CONNECT           | APRIL PHONE LINES      | 33.73    |
| 283210.5450.000 | ALLIANCE CONNECT           | APRIL PHONE LINES      | 35.37    |

|                 |                                         |                    |           |
|-----------------|-----------------------------------------|--------------------|-----------|
| 283210.5450.000 | ALLIANCE CONNECT                        | APRIL PHONE LINES  | 35.37     |
| 290113.5450.000 | ALLIANCE CONNECT                        | APRIL PHONE LINES  | 241.03    |
| 510531.5450.000 | ALLIANCE CONNECT                        | APRIL PHONE LINES  | 14.81     |
| 520520.5450.000 | ALLIANCE CONNECT                        | APRIL PHONE LINES  | 110.65    |
| 520590.5450.000 | ALLIANCE CONNECT                        | APRIL PHONE LINES  | 22.22     |
| 550780.5450.000 | ALLIANCE CONNECT                        | APRIL PHONE LINES  | 65.80     |
| 101420.5280.000 | ALLIANCE MARSHALL COUNTY ARTS & CULTURE | PARK&REC-ANNEMARIE | 50.00     |
| 520590.5480.010 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 102.74    |
| 206120.5480.010 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 18.73     |
| 520590.5480.010 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 89.44     |
| 281690.5480.010 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 26.89     |
| 281690.5480.020 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 21.25     |
| 206120.5480.010 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 32.12     |
| 520520.5480.010 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 20.48     |
| 206120.5480.010 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 32.22     |
| 206160.5480.010 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 38.64     |
| 206120.5480.010 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 30.95     |
| 101410.5480.010 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 169.65    |
| 101410.5480.020 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 18.63     |
| 206120.5480.010 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 18.86     |
| 101410.5480.020 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 91.53     |
| 101410.5480.010 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 90.16     |
| 206120.5480.010 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 35.11     |
| 281690.5480.010 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 20.04     |
| 281690.5480.020 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 17.64     |
| 206120.5480.010 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 164.36    |
| 206160.5480.010 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 59.49     |
| 206710.5480.010 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 1,925.66  |
| 206710.5480.020 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 1,826.51  |
| 206120.5480.010 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 34.39     |
| 206120.5480.010 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 35.34     |
| 520590.5480.010 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 229.20    |
| 281690.5480.010 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 45.96     |
| 281690.5480.020 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 12.33     |
| 206120.5480.010 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 26.79     |
| 206160.5480.010 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 23.26     |
| 510531.5480.010 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 313.37    |
| 520520.5480.010 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 17.56     |
| 530540.5480.010 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 141.40    |
| 101410.5480.010 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 29.11     |
| 520590.5480.010 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 98.08     |
| 510531.5480.010 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 313.37    |
| 101410.5480.010 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 96.73     |
| 101410.5480.020 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 50.05     |
| 520520.5480.010 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 18,088.84 |
| 206120.5480.010 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 27.61     |
| 520590.5480.010 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 82.75     |
| 510531.5480.020 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 520.97    |
| 520590.5480.020 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 781.44    |
| 510531.5480.020 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 19.58     |
| 520590.5480.020 | ALLIANT UTILITIES IES                   | GAS& OR ELECTRIC   | 29.36     |
| 101310.5732.300 | AMAZON.COM                              | AUDIO BOOK         | 12.60     |
| 101310.5732.300 | AMAZON.COM                              | AUDIO BOOK         | 13.13     |

|                 |            |                       |        |
|-----------------|------------|-----------------------|--------|
| 206710.5600.000 | AMAZON.COM | OP PARTS              | 26.70  |
| 101310.5732.300 | AMAZON.COM | BOOK                  | 6.88   |
| 101310.5732.300 | AMAZON.COM | BOOK                  | 12.56  |
| 101310.5732.300 | AMAZON.COM | BOOK                  | 6.96   |
| 101310.5732.300 | AMAZON.COM | BOOK                  | 9.89   |
| 101310.5732.300 | AMAZON.COM | BOOK                  | 9.90   |
| 101310.5732.300 | AMAZON.COM | BOOK                  | 9.97   |
| 101310.5732.300 | AMAZON.COM | BOOK                  | 7.65   |
| 101310.5732.300 | AMAZON.COM | BOOK                  | 9.99   |
| 101310.5732.300 | AMAZON.COM | BOOK                  | 4.00   |
| 101310.5732.300 | AMAZON.COM | BOOK                  | 8.99   |
| 101310.5732.300 | AMAZON.COM | BOOK                  | 9.42   |
| 101310.5732.300 | AMAZON.COM | BOOK                  | 12.53  |
| 101310.5732.300 | AMAZON.COM | BOOK                  | 4.00   |
| 101310.5732.300 | AMAZON.COM | BOOK                  | 13.80  |
| 101310.5732.300 | AMAZON.COM | BOOK                  | 4.97   |
| 101310.5732.300 | AMAZON.COM | BOOK                  | 7.49   |
| 101310.5732.300 | AMAZON.COM | BOOK                  | 8.29   |
| 101310.5732.300 | AMAZON.COM | BOOK                  | 13.75  |
| 101310.5732.300 | AMAZON.COM | BOOK                  | 12.79  |
| 101310.5732.300 | AMAZON.COM | BOOK                  | 4.00   |
| 101310.5732.300 | AMAZON.COM | BOOK                  | 6.29   |
| 101310.5732.300 | AMAZON.COM | BOOK                  | 9.68   |
| 101310.5732.300 | AMAZON.COM | BOOK                  | 13.84  |
| 101310.5732.300 | AMAZON.COM | BOOK                  | 4.97   |
| 101310.5732.300 | AMAZON.COM | BOOK                  | 13.49  |
| 101310.5732.300 | AMAZON.COM | BOOK                  | 13.21  |
| 206710.5570.000 | AMAZON.COM | CLUTCH SLAVE CYLINDER | 44.30  |
| 520520.5600.100 | AMAZON.COM | COMPUTER CORDS        | 405.13 |
| 206120.5600.000 | AMAZON.COM | COMPUTER PARTS        | 5.65   |
| 101310.5732.300 | AMAZON.COM | DVD                   | 9.61   |
| 101310.5732.300 | AMAZON.COM | DVD                   | 4.32   |
| 101310.5732.300 | AMAZON.COM | DVD                   | 14.91  |
| 101310.5732.300 | AMAZON.COM | DVDS                  | 7.95   |
| 101310.5732.300 | AMAZON.COM | DVDS                  | 12.21  |
| 101310.5732.300 | AMAZON.COM | DVDS                  | 16.63  |
| 101310.5732.300 | AMAZON.COM | DVDS                  | 16.99  |
| 101310.5732.300 | AMAZON.COM | DVDS                  | 17.38  |
| 101310.5732.300 | AMAZON.COM | DVDS                  | 18.87  |
| 101310.5732.300 | AMAZON.COM | DVDS                  | 18.93  |
| 101310.5732.300 | AMAZON.COM | DVDS                  | 28.93  |
| 101310.5732.300 | AMAZON.COM | DVDS                  | 22.66  |
| 101310.5732.300 | AMAZON.COM | DVDS                  | 86.70  |
| 101310.5732.300 | AMAZON.COM | DVDS                  | 175.75 |
| 101310.5732.300 | AMAZON.COM | DVDS                  | 179.53 |
| 101310.5732.300 | AMAZON.COM | DVDS                  | 69.84  |
| 101310.5732.300 | AMAZON.COM | DVDS                  | 14.99  |
| 101310.5732.300 | AMAZON.COM | DVDS                  | 34.99  |
| 101310.5732.300 | AMAZON.COM | DVDS                  | 17.99  |
| 101310.5732.300 | AMAZON.COM | DVDS                  | 9.38   |
| 101310.5732.300 | AMAZON.COM | DVDS                  | 25.61  |
| 101310.5732.300 | AMAZON.COM | DVDS                  | 7.02   |
| 101310.5732.300 | AMAZON.COM | DVDS                  | 20.05  |

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|-----------------|-----------------------------------|------------------------|----------|
| 101310.5732.300 | AMAZON.COM                        | DVDS                   | 23.98    |
| 101310.5732.300 | AMAZON.COM                        | DVDS                   | 25.65    |
| 101310.5732.300 | AMAZON.COM                        | DVDS                   | 78.97    |
| 101310.5732.300 | AMAZON.COM                        | DVDS                   | 19.99    |
| 101310.5600.000 | AMAZON.COM                        | IMAGING DRUM           | 67.99    |
| 101310.5600.000 | AMAZON.COM                        | LEDGER                 | 9.99     |
| 101310.5732.320 | AMAZON.COM                        | LOST/MEMORIAL BOOKS    | 44.87    |
| 101310.5732.320 | AMAZON.COM                        | LOST/MEMORIAL BOOKS    | 31.15    |
| 520520.5600.100 | AMAZON.COM                        | MICROSOFT              | 48.23    |
| 101110.5600.000 | AMAZON.COM                        | POWER SUPPLY           | 24.88    |
| 242310.5600.010 | AMAZON.COM                        | PROGRAM SUPPLIES       | 36.30    |
| 242310.5600.010 | AMAZON.COM                        | PROGRAM SUPPLIES       | 22.50    |
| 206120.5600.000 | AMAZON.COM                        | RAPID CHARGER          | 7.02     |
| 101545.5600.000 | AMAZON.COM                        | RAPID CONNECTOR        | 20.99    |
| 101310.5732.250 | AMAZON.COM                        | REFERENCE BOOK         | 20.72    |
| 101310.5732.250 | AMAZON.COM                        | REFERENCE BOOK         | 26.58    |
| 101310.5732.250 | AMAZON.COM                        | REFERENCE BOOK         | 24.01    |
| 101310.5732.250 | AMAZON.COM                        | REFERENCE BOOK         | 23.49    |
| 101310.5732.300 | AMAZON.COM                        | REFUND                 | (5.00)   |
| 206710.5600.000 | AMAZON.COM                        | return                 | (83.73)  |
| 101310.5600.000 | AMAZON.COM                        | SUPPLIES               | 18.67    |
| 101110.5600.000 | AMAZON.COM                        | SWAT EQUIPMENT         | 99.00    |
| 206710.5570.000 | AMAZON.COM                        | TERMINAL               | 43.52    |
| 101110.5600.000 | AMAZON.COM                        | USB HUB, CA            | 70.95    |
| 206710.5600.000 | AMAZON.COM                        | WEATHER PAC            | 28.97    |
| 206760.5460.000 | AMERICAN PUBLIC WORKS ASSOCIATION | APWA/ISOSWO conference | 235.00   |
| 101240.5331.500 | ANIMAL RESCUE LEAGUE              | MONTHLY PAYMENT        | 4,000.00 |
| 290113.5280.000 | APCO INTL INC                     | LANG MEMBERSHIP        | 92.00    |
| 101310.5732.300 | APPLE ITUNES                      | ITUNES                 | 11.99    |
| 283210.5320.000 | AREA SANITATION                   | LEAD HOUSES            | 90.00    |
| 101410.5562.000 | ARNOLD MOTOR SUPPLY               | #1445 FILTER           | 44.78    |
| 101110.5570.000 | ARNOLD MOTOR SUPPLY               | AIR DOOR ACUATOR       | 117.83   |
| 206710.5570.000 | ARNOLD MOTOR SUPPLY               | AIR FILTER             | 13.03    |
| 206710.5570.000 | ARNOLD MOTOR SUPPLY               | AIR FILTER             | 47.88    |
| 206120.5570.000 | ARNOLD MOTOR SUPPLY               | air/oil fil            | 16.69    |
| 206710.5570.000 | ARNOLD MOTOR SUPPLY               | BATTERY                | 239.18   |
| 101110.5570.000 | ARNOLD MOTOR SUPPLY               | BRAKE ROTOR            | 139.86   |
| 101110.5570.000 | ARNOLD MOTOR SUPPLY               | BRAKE ROTOR            | 112.26   |
| 101110.5570.000 | ARNOLD MOTOR SUPPLY               | CALIPER COR            | (127.40) |
| 101110.5570.000 | ARNOLD MOTOR SUPPLY               | CALIPERS/BRAKE PADS    | 249.99   |
| 206710.5570.000 | ARNOLD MOTOR SUPPLY               | CORE RETURN            | (82.32)  |
| 206710.5600.000 | ARNOLD MOTOR SUPPLY               | DEGREASER              | 46.04    |
| 206710.5600.000 | ARNOLD MOTOR SUPPLY               | DEGREASER              | 90.12    |
| 206710.5570.000 | ARNOLD MOTOR SUPPLY               | FILTER                 | 63.04    |
| 101410.5562.000 | ARNOLD MOTOR SUPPLY               | FILTERS                | 54.15    |
| 101410.5562.000 | ARNOLD MOTOR SUPPLY               | FILTERS                | 4.18     |
| 206710.5570.000 | ARNOLD MOTOR SUPPLY               | FILTERS                | 15.24    |
| 550780.5570.000 | ARNOLD MOTOR SUPPLY               | FLAP WHEEL             | 16.82    |
| 206710.5570.000 | ARNOLD MOTOR SUPPLY               | FUEL FILTER            | 22.40    |
| 101110.5570.000 | ARNOLD MOTOR SUPPLY               | IDLER/PULLE            | 15.02    |
| 101410.5562.000 | ARNOLD MOTOR SUPPLY               | NEW HOLLAND            | 32.91    |
| 101410.5562.000 | ARNOLD MOTOR SUPPLY               | NEW HOLLAND            | 20.64    |
| 101110.5570.000 | ARNOLD MOTOR SUPPLY               | OIL FILTER             | 7.02     |

|                 |                                       |                       |        |
|-----------------|---------------------------------------|-----------------------|--------|
| 101710.5570.000 | ARNOLD MOTOR SUPPLY                   | OP PARTS              | 3.60   |
| 206710.5570.000 | ARNOLD MOTOR SUPPLY                   | OP PARTS              | 4.92   |
| 206710.5570.000 | ARNOLD MOTOR SUPPLY                   | OP PARTS              | 40.31  |
| 206710.5570.000 | ARNOLD MOTOR SUPPLY                   | OP PARTS              | 58.56  |
| 206710.5570.000 | ARNOLD MOTOR SUPPLY                   | OP PARTS              | 77.70  |
| 206710.5600.000 | ARNOLD MOTOR SUPPLY                   | OP SUPPLIES           | 12.73  |
| 206710.5600.000 | ARNOLD MOTOR SUPPLY                   | OP SUPPLIES           | 76.15  |
| 206710.5600.000 | ARNOLD MOTOR SUPPLY                   | OP SUPPLIES           | 39.98  |
| 206710.5600.000 | ARNOLD MOTOR SUPPLY                   | OP SUPPLIES           | 90.26  |
| 206710.5600.000 | ARNOLD MOTOR SUPPLY                   | OP SUPPLIES           | 44.48  |
| 206710.5600.000 | ARNOLD MOTOR SUPPLY                   | OP SUPPLIES           | 55.69  |
| 550780.5570.000 | ARNOLD MOTOR SUPPLY                   | PARTS & LAB           | 74.64  |
| 206710.5600.000 | ARNOLD MOTOR SUPPLY                   | PEN LITE              | 27.23  |
| 206710.5600.000 | ARNOLD MOTOR SUPPLY                   | RADIATOR PART         | 87.88  |
| 101110.5600.000 | ARROWHEAD SCIENTIFIC                  | EVIDENCE SUPPLIES     | 210.82 |
| 206760.5460.000 | ASPHALT PAVING ASSOCIATION OF IA      | APAIRS2016A           | 110.00 |
| 206710.5600.000 | ARAMARK                               | MAT SERVICE           | 38.00  |
| 101410.5340.010 | ARAMARK                               | PARK SHELTER SUPPLIES | 30.05  |
| 101410.5340.010 | ARAMARK                               | PARK SHELTER SUPPLIES | 30.05  |
| 101410.5340.010 | ARAMARK                               | PARKSHOP&COLISEUM     | 17.28  |
| 101410.5340.010 | ARAMARK                               | PARKSHOP&COLISEUM     | 11.53  |
| 101410.5340.010 | ARAMARK                               | PARKSHOP&COLISEUM     | 17.28  |
| 101410.5340.010 | ARAMARK                               | PARKSHOP&COLISEUM     | 11.53  |
| 101410.5340.010 | ARAMARK                               | PARKSHOP&COLISEUM     | 17.28  |
| 152451.5340.010 | ARAMARK                               | PARKSHOP&COLISEUM     | 3.53   |
| 152451.5340.010 | ARAMARK                               | PARKSHOP&COLISEUM     | 9.28   |
| 152451.5340.010 | ARAMARK                               | PARKSHOP&COLISEUM     | 3.53   |
| 152451.5340.010 | ARAMARK                               | PARKSHOP&COLISEUM     | 9.28   |
| 152451.5340.010 | ARAMARK                               | PARKSHOP&COLISEUM     | 3.53   |
| 101140.5600.000 | AUDIBLE LTD                           | FRAUDULENT CHARGE     | 11.33  |
| 999.1125.000    | AVESIS THIRD PARTY ADMINISTRATORS,INC | AVESIS VISION         | 327.27 |
| 999.1131.000    | AXA EQUITABLE                         | POLICE RETIREMENT     | 450.00 |
| 101310.5732.300 | BAKER & TAYLOR ENTERTAINMENT          | DVDS                  | 10.92  |
| 101310.5732.300 | BAKER & TAYLOR ENTERTAINMENT          | DVDS                  | 16.75  |
| 101310.5732.300 | BAKER & TAYLOR ENTERTAINMENT          | DVDS                  | 462.24 |
| 101310.5732.300 | BAKER & TAYLOR ENTERTAINMENT          | DVDS                  | 107.24 |
| 101310.5732.300 | BAKER & TAYLOR INCORP                 | BOOKS                 | 78.94  |
| 101310.5732.300 | BAKER & TAYLOR INCORP                 | BOOKS                 | 14.56  |
| 101310.5732.300 | BAKER & TAYLOR INCORP                 | BOOKS                 | 44.61  |
| 101310.5732.300 | BAKER & TAYLOR INCORP                 | BOOKS                 | 34.45  |
| 101310.5732.300 | BAKER & TAYLOR INCORP                 | BOOKS                 | 47.54  |
| 101310.5732.300 | BAKER & TAYLOR INCORP                 | BOOKS                 | 24.69  |
| 101310.5732.300 | BAKER & TAYLOR INCORP                 | BOOKS                 | 24.70  |
| 101310.5732.300 | BAKER & TAYLOR INCORP                 | BOOKS                 | 8.99   |
| 101310.5732.300 | BAKER & TAYLOR INCORP                 | BOOKS                 | 9.00   |
| 101310.5732.300 | BAKER & TAYLOR INCORP                 | BOOKS                 | 36.24  |
| 101310.5732.300 | BAKER & TAYLOR INCORP                 | BOOKS                 | 58.50  |
| 101310.5732.300 | BAKER & TAYLOR INCORP                 | BOOKS                 | 124.51 |
| 101310.5732.300 | BAKER & TAYLOR INCORP                 | BOOKS                 | 81.57  |
| 101310.5732.300 | BAKER & TAYLOR INCORP                 | BOOKS                 | 27.99  |
| 101310.5732.300 | BAKER & TAYLOR INCORP                 | BOOKS                 | 146.02 |
| 101310.5732.300 | BAKER & TAYLOR INCORP                 | BOOKS                 | 19.90  |
| 101310.5732.300 | BAKER & TAYLOR INCORP                 | BOOKS                 | 66.20  |

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|-----------------|-----------------------------------|----------------------------|----------|
| 101310.5732.300 | BAKER & TAYLOR INCORP             | BOOKS                      | 40.41    |
| 101310.5732.300 | BAKER & TAYLOR INCORP             | BOOKS                      | 73.38    |
| 101310.5732.300 | BAKER & TAYLOR INCORP             | BOOKS                      | 8.99     |
| 101310.5732.300 | BAKER & TAYLOR INCORP             | BOOKS                      | 4.79     |
| 101310.5732.300 | BAKER & TAYLOR INCORP             | BOOKS                      | 9.58     |
| 101310.5732.300 | BAKER & TAYLOR INCORP             | BOOKS                      | 13.97    |
| 101310.5732.300 | BAKER & TAYLOR INCORP             | BOOKS                      | 8.99     |
| 242310.5732.300 | BAKER & TAYLOR INCORP             | GENEALOGY BOOK             | 16.19    |
| 101310.5732.320 | BAKER & TAYLOR INCORP             | MEMORIAL BOOKS             | 59.28    |
| 101310.5732.320 | BAKER & TAYLOR INCORP             | MEMORIAL BOOKS             | 81.18    |
| 101310.5732.320 | BAKER & TAYLOR INCORP             | MEMORIAL BOOKS             | 78.37    |
| 101310.5732.320 | BAKER & TAYLOR INCORP             | MEMORIAL BOOKS             | 16.23    |
| 101310.5732.320 | BAKER & TAYLOR INCORP             | MEMORIAL BOOKS             | 10.19    |
| 101310.5732.320 | BAKER & TAYLOR INCORP             | MEMORIAL BOOKS             | 116.28   |
| 101310.5732.320 | BAKER & TAYLOR INCORP             | MEMORIAL BOOKS             | 10.77    |
| 101310.5732.320 | BAKER & TAYLOR INCORP             | MEMORIAL BOOKS             | 29.68    |
| 101310.5732.250 | BAKER & TAYLOR INCORP             | REFERENCE BOOKS            | 28.82    |
| 101310.5732.250 | BAKER & TAYLOR INCORP             | REFERENCE BOOKS            | 39.51    |
| 101310.5732.250 | BAKER & TAYLOR INCORP             | REFERENCE BOOKS            | 14.97    |
| 101310.5732.250 | BAKER & TAYLOR INCORP             | REFERENCE BOOKS            | 14.41    |
| 101310.5732.250 | BAKER & TAYLOR INCORP             | REFERENCE BOOKS            | 10.05    |
| 101310.5732.250 | BAKER & TAYLOR INCORP             | REFERENCE BOOKS            | 14.41    |
| 101310.5732.250 | BAKER & TAYLOR INCORP             | REFERENCE BOOKS            | 12.60    |
| 101770.5570.000 | BENS TIRE & AUTO                  | AIRPORT -MOWER             | 132.68   |
| 206710.5410.000 | BENS TIRE & AUTO                  | JOHN DEERE MOWER part      | 100.00   |
| 206710.5410.000 | BENS TIRE & AUTO                  | REPAIR JOHN DEERE          | 140.00   |
| 681110.5230.000 | BERNIE LOWE & ASSOC               | MEDICAL CLAIMS             | 218.19   |
| 681110.5339.000 | BERNIE LOWE & ASSOC               | MEDICAL CLAIMS             | 2,802.27 |
| 684990.5230.000 | BERNIE LOWE & ASSOCIATES, INC     | INSURANCE CONSULTING       | 2,205.00 |
| 801110.5114.000 | BETTY GOODING                     | MONTHLY PENSION            | 728.85   |
| 101310.5732.300 | BLACKSTONE AUDIO, INC.            | AUDIO BOOKS                | 36.75    |
| 101310.5732.300 | BLACKSTONE AUDIO, INC.            | AUDIO BOOKS                | 131.25   |
| 101310.5732.300 | BLACKSTONE AUDIO, INC.            | AUDIO BOOKS                | 270.00   |
| 520520.5600.000 | BLINK ELECTRIC MOTORS INC         | CAT ENG BELT               | 550.00   |
| 520520.5410.000 | BLINK ELECTRIC MOTORS INC         | PRIMARY DRIVER             | 110.00   |
| 206120.5570.000 | BLINK ELECTRIC MOTORS INC         | REPAIR MOTOR               | 53.00    |
| 101310.5732.300 | BRODART INC                       | GRAPHIC BOOK               | 19.88    |
| 101310.5732.300 | BRODART INC                       | GRAPHIC BOOKS              | 57.07    |
| 101310.5732.300 | BRODART INC                       | JUVENILE BOOKS             | 48.35    |
| 101310.5732.300 | BRODART INC                       | JUVENILE BOOKS             | 217.61   |
| 101310.5732.300 | BRODART INC                       | JUVENILE BOOKS             | 111.50   |
| 101310.5732.300 | BRODART INC                       | JUVENILE BOOKS             | 227.09   |
| 101310.5732.300 | BRODART INC                       | JUVENILE BOOKS             | 72.92    |
| 101310.5732.300 | BRODART INC                       | JUVENILE BOOKS             | 44.99    |
| 101310.5732.320 | BRODART INC                       | REPLACED LOST BOOK         | 8.24     |
| 101310.5732.320 | BRODART INC                       | REPLACED LOST BOOK         | 31.50    |
| 101310.5732.320 | BRODART INC                       | REPLACED LOST BOOK         | 18.81    |
| 101310.5732.320 | BRODART INC                       | REPLACED LOST BOOK         | 18.68    |
| 206120.5132.000 | BROWN'S SHOE FIT CO               | boots-DATERS               | 120.00   |
| 101410.5132.000 | BROWN'S SHOE FIT CO               | Steel Toe BOOTS P&R        | 121.50   |
| 206710.5570.000 | BUYCHARLYNN.COM                   | HYDRAULIC MOTOR SEAL KIT   | 86.61    |
| 206750.5340.220 | CALHOUN-BURNS AND ASSOCIATES, INC | 2013 BRIDGE RATING/INSPECT | 1,001.70 |
| 101310.5732.320 | CENGAGE LEARNING INC              | LARGE TYPE BOOKS           | 17.59    |

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|-----------------|--------------------------------|------------------------|----------|
| 101310.5732.320 | CENGAGE LEARNING INC           | LARGE TYPE BOOKS       | 32.43    |
| 101310.5732.320 | CENGAGE LEARNING INC           | LARGE TYPE BOOKS       | 80.26    |
| 101310.5732.320 | CENGAGE LEARNING INC           | LARGE TYPE BOOKS       | 51.67    |
| 242310.5732.300 | CENGAGE LEARNING INC           | LARGE TYPE BOOKS       | 42.33    |
| 242310.5732.300 | CENGAGE LEARNING INC           | LARGE TYPE BOOKS       | 19.46    |
| 242310.5732.300 | CENGAGE LEARNING INC           | LARGE TYPE BOOKS       | 218.15   |
| 242310.5732.300 | CENGAGE LEARNING INC           | LARGE TYPE BOOKS       | 80.96    |
| 242310.5732.300 | CENGAGE LEARNING INC           | LARGE TYPE BOOKS       | 542.57   |
| 242310.5732.300 | CENGAGE LEARNING INC           | LARGE TYPE BOOKS       | 102.25   |
| 242310.5732.300 | CENGAGE LEARNING INC           | MEMORIAL BOOKS         | 23.39    |
| 101310.5600.000 | CENTRAL IOWA DISTRIBUTING INC  | SWIVEL CUFF            | 9.96     |
| 101580.5562.000 | CENTRAL IOWA FARM STORE INC    | Hyd hose               | 79.90    |
| 520520.5410.000 | CENTRAL IOWA MACHINE SHOP INC  | SHARPEN GRINDING PLATE | 510.00   |
| 206760.5600.000 | CENTRAL OFFICE SUPPLY          | BINDER CLIPS           | 1.97     |
| 101110.5600.000 | CENTRAL OFFICE SUPPLY          | BINDERS/PEN            | 41.65    |
| 278690.5600.000 | CENTRAL OFFICE SUPPLY          | OFFICE SUPPLIES        | 8.74     |
| 278690.5600.000 | CENTRAL OFFICE SUPPLY          | OFFICE SUPPLIES        | 5.28     |
| 283210.5600.000 | CENTRAL OFFICE SUPPLY          | OFFICE SUPPLIES        | 5.95     |
| 283210.5600.000 | CENTRAL OFFICE SUPPLY          | OFFICE SUPPLIES        | 12.47    |
| 290113.5450.000 | CENTURYLINK                    | POLICE PHONES LINES    | 606.78   |
| 290113.5450.000 | CENTURYLINK                    | POLICE PHONES LINES    | 418.00   |
| 290113.5450.000 | CENTURYLINK                    | POLICE PHONES LINES    | 20.37    |
| 290113.5450.000 | CENTURYLINK                    | POLICE PHONES LINES    | 76.00    |
| 101410.5410.000 | CERTIFIED POWER INC CO         | CYLINDER RENT          | 50.00    |
| 206710.5610.510 | CESSFORD CONSTRUCTION COMPANY  | CLEAN STONE            | 204.00   |
| 206710.5610.600 | CESSFORD CONSTRUCTION COMPANY  | CLEAN STONE            | 88.87    |
| 206710.5610.510 | CESSFORD CONSTRUCTION COMPANY  | COLD MIX               | 448.80   |
| 206710.5610.510 | CESSFORD CONSTRUCTION COMPANY  | COLD MIX               | 675.60   |
| 206710.5610.510 | CESSFORD CONSTRUCTION COMPANY  | COLD MIX               | 211.20   |
| 206710.5610.600 | CESSFORD CONSTRUCTION COMPANY  | ROADSTONE              | 135.08   |
| 101310.5732.270 | CHICAGO TRIBUNE                | SUBSCRIPTION           | 435.24   |
| 101410.5600.000 | CINTAS CORPORATION             | P&R FIRST AID KIT      | 48.50    |
| 550780.5600.000 | CINTAS CORPORATION             | TRANSIT FIRST AID KIT  | 46.10    |
| 491750.5230.030 | CLAPSADDLE GARBER ASSOC INC    | SE SOUTH ST            | 2,849.30 |
| 999.1129.000    | COLONIAL LIFE                  | SHORT TERM INSURANCE   | 323.11   |
| 510531.5600.000 | CONCRETE INC                   | KESTER ROAD            | 393.21   |
| 510531.5600.000 | CONCRETE INC                   | KESTER ROAD            | 118.22   |
| 510531.5600.000 | CONCRETE INC                   | SEWER MAIN             | 118.22   |
| 206120.5480.010 | CONSUMERS ENERGY CO-OP         | 3/1-4/1 MARSHALLTOWN   | 62.35    |
| 206160.5480.010 | CONSUMERS ENERGY CO-OP         | 3/1-4/1 MARSHALLTOWN   | 400.79   |
| 101770.5600.000 | CRESCENT ELECTRIC SUPPLY CO    | op supplies            | 27.82    |
| 238410.5260.000 | CRESCENT ELECTRIC SUPPLY CO    | TIMBER CREEK           | 193.59   |
| 101310.5600.000 | CRESCENT ELECTRIC SUPPLY CO    | UNIVERSAL BALLAST      | 611.48   |
| 520520.5600.000 | CRESCENT ELECTRIC SUPPLY CO    | WIRE LABELS            | 59.16    |
| 550780.5570.020 | CROP PRODUCTION SERVICES       | DEF FLUID              | 157.00   |
| 520520.5600.000 | CROP PRODUCTION SERVICES       | DELUAC/ANALYSIS        | 394.00   |
| 550780.5570.020 | CROP PRODUCTION SERVICES       | OIL ANALYSIS           | 36.00    |
| 550780.5570.000 | CUMMINS CENTRAL POWER, LLC     | BALANCE ON INVOICE     | 270.00   |
| 550780.5570.000 | CUMMINS CENTRAL POWER, LLC     | DAMPER                 | 212.56   |
| 550780.5570.000 | CUMMINS CENTRAL POWER, LLC     | INSITE LITE            | 495.00   |
| 550780.5570.000 | CUMMINS CENTRAL POWER, LLC     | OP SUPPLIES            | 237.93   |
| 550780.5570.000 | CUMMINS CENTRAL POWER, LLC     | PRESSURE SENSOR        | 53.01    |
| 550780.5340.800 | DAVE'S CRANE & WRECKER SERVICE | LIFT UP BUS            | 350.00   |



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| 101310.5600.000 | DEMCO INCORP                            | BOOKTRUCK                 | 1,024.51 |
| 242310.5600.000 | DEMCO INCORP                            | BOOKTRUCK                 | 2,162.98 |
| 101310.5732.300 | DIAMOND LAKE BOOK CO                    | JUVENILE BOOKS            | 420.00   |
| 206710.5600.000 | DIAMOND VOGEL PAINTS                    | STIFF PUTTY KNIFE         | 7.82     |
| 283210.5480.070 | DIRECTV                                 | DIRECT TV-LEAD HOUSES     | 46.99    |
| 283210.5480.070 | DIRECTV                                 | DIRECT TV-LEAD HOUSES     | 46.99    |
| 101770.5600.000 | ELECTRIC SUPPLY OF M'TOWN               | litetronics               | 121.62   |
| 520520.5600.000 | ELECTRIC SUPPLY OF M'TOWN               | OP SUPPLIES               | 196.44   |
| 101770.5600.000 | ELECTRIC SUPPLY OF M'TOWN               | op supplies               | 158.41   |
| 520520.5600.000 | ELECTRICAL ENGINEERING & EQPT CO        | SOLENOID VALVE            | 477.58   |
| 101420.5340.640 | EMILY GALE-HAZEN                        | 4/4-4/17 ZUMBA CLASSES    | 135.00   |
| 101110.5600.000 | ENDVIOLENCEAGAINSTWOMEN                 | EVAWI HANDOUTS            | 16.00    |
| 283210.5600.031 | ENVIRONMENTAL HAZARDS SERVICES, L.L.C   | 305 EDGEWOOD-LEAD TEST    | 94.25    |
| 283210.5600.031 | ENVIRONMENTAL HAZARDS SERVICES, L.L.C   | 511 W BOONE-LEAD TEST     | 84.00    |
| 283210.5600.032 | ENVIRONMENTAL HAZARDS SERVICES, L.L.C   | 511 W BOONE-LEAD TEST     | 12.00    |
| 520520.5600.030 | ENVIRONMENTAL RESOURCE ASSOC            | METALS IN SEWAGE SLUDGE   | 542.46   |
| 101140.5600.000 | ETRAILER                                | REPLACEMENT               | 10.77    |
| 230110.5600.000 | ETSY                                    | DISPATCH TUMBLERS         | 135.00   |
| 230110.5460.000 | FAREWAY STORES INC                      | HOSPITALITY-POLICE        | 17.95    |
| 101770.5600.000 | FASTENAL COMPANY                        | op supplies               | 11.66    |
| 206710.5600.000 | FASTENAL COMPANY                        | OP SUPPLIES               | 46.91    |
| 206710.5600.000 | FASTENAL COMPANY                        | OP SUPPLIES               | 1.98     |
| 206710.5600.000 | FASTENAL COMPANY                        | OP SUPPLIES               | 50.35    |
| 206710.5600.000 | FASTENAL COMPANY                        | OP SUPPLIES               | 21.08    |
| 206710.5600.000 | FASTENAL COMPANY                        | OP SUPPLIES               | 38.71    |
| 101880.5600.000 | FASTENAL COMPANY                        | tapcons                   | 91.73    |
| 206711.5570.000 | FIRE HOSE DIRECT                        | DOUBLE JACK               | 119.22   |
| 999.1109.000    | FIRE UNION DUES #61-401-7 LOCAL 16 IAFF | FIRE UNION                | 600.00   |
| 999.1109.000    | FIRE UNION DUES #61-401-7 LOCAL 16 IAFF | FIRE UNION                | 600.00   |
| 101340.5331.500 | FISHER COMMUNITY CENTER                 | MONTHLY APPROPRIATION     | 6,396.63 |
| 528590.5230.030 | FOX ENGINEERING ASSOCIATES INC          | 2014 SANITARY SEWER       | 3,332.00 |
| 522590.5230.030 | FOX ENGINEERING ASSOCIATES INC          | MTOWN TELEVISION          | 2,040.00 |
| 520520.5230.030 | FOX ENGINEERING ASSOCIATES INC          | NPDES EVALUATION          | 99.00    |
| 528590.5230.030 | FOX ENGINEERING ASSOCIATES INC          | W.IA RVR SEWER            | 225.00   |
| 101110.5460.000 | FRED PRYOR CAREER TRACK                 | FRONT DESK SECURITY CLASS | 298.00   |
| 283210.5410.000 | GARY BOWEN                              | 116 1/2 N 1ST             | 1,750.00 |
| 283210.5410.000 | GARY BOWEN                              | 118 N CENTER              | 3,420.00 |
| 101110.5600.000 | GO PRO                                  | SWAT EQUIPMENT            | 211.99   |
| 101561.5231.000 | GRIMES BUCK SCHOELL & BEACH             | 4/4-4/15 SERVICES         | 1,032.20 |
| 101860.5231.000 | GRIMES BUCK SCHOELL & BEACH             | 4/4-4/15 SERVICES         | 2,362.50 |
| 478581.5231.000 | GRIMES BUCK SCHOELL & BEACH             | 4/4-4/15 SERVICES         | 187.50   |
| 490110.5231.000 | GRIMES BUCK SCHOELL & BEACH             | 4/4-4/15 SERVICES         | 75.00    |
| 490140.5231.000 | GRIMES BUCK SCHOELL & BEACH             | 4/4-4/15 SERVICES         | 75.00    |
| 520590.5231.000 | GRIMES BUCK SCHOELL & BEACH             | 4/4-4/15 SERVICES         | 37.50    |
| 520520.5718.000 | HACH COMPANY                            | ASSY PROBE/CONTROLLER     | 3,692.00 |
| 520520.5600.000 | HACH COMPANY                            | DIGITAL SENSOR            | 1,060.47 |
| 283210.5433.000 | HAMPTON INN                             | HOUSING-LEAD PERSON       | 722.40   |
| 283210.5734.000 | HAPPY SOFTWARE INC                      | REHABPRO RENEWAL          | 1,512.00 |
| 206710.5450.000 | HEART OF IOWA COMMUNICATIONS CO-OP      | 4/1-4/30 PUBLIC WORKS     | 235.09   |
| 510531.5450.000 | HEART OF IOWA COMMUNICATIONS CO-OP      | 4/1-4/30 PUBLIC WORKS     | 47.02    |
| 520590.5450.000 | HEART OF IOWA COMMUNICATIONS CO-OP      | 4/1-4/30 PUBLIC WORKS     | 70.53    |
| 550780.5450.000 | HEART OF IOWA COMMUNICATIONS CO-OP      | 4/1-4/30 PUBLIC WORKS     | 117.54   |
| 101110.5460.000 | HILTON HOTELS                           | HOTEL, EVAW COURSE        | 202.28   |

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|-----------------|------------------------------------------|--------------------------|-----------|
| 220110.5460.000 | HILTON HOTELS                            | HOTEL, EVAW COURSE       | 574.03    |
| 206710.5570.000 | HOME RENTAL CENTER                       | PROPANE TANK             | 153.28    |
| 101410.5541.000 | HOME RENTAL CENTER                       | SAFETY EQUIPMENT         | 216.00    |
| 101410.5562.000 | HOME RENTAL CENTER                       | Tools                    | 202.00    |
| 101410.5562.000 | HOME RENTAL CENTER                       | Tools                    | (12.80)   |
| 152451.5600.450 | HY-VEE ACCOUNTS RECEIVABLE               | Concession               | 37.71     |
| 152451.5600.450 | HY-VEE ACCOUNTS RECEIVABLE               | Concession               | 27.49     |
| 152451.5600.450 | HY-VEE ACCOUNTS RECEIVABLE               | Concession               | 23.27     |
| 152451.5600.450 | HY-VEE ACCOUNTS RECEIVABLE               | Concession               | 16.60     |
| 101421.5600.010 | HY-VEE ACCOUNTS RECEIVABLE               | DANCE SUPPLIES-P&R       | 8.56      |
| 101421.5600.010 | HY-VEE ACCOUNTS RECEIVABLE               | DANCE SUPPLIES-P&R       | 27.93     |
| 101421.5600.010 | HY-VEE ACCOUNTS RECEIVABLE               | DANCE SUPPLIES-P&R       | 78.98     |
| 101421.5600.010 | HY-VEE ACCOUNTS RECEIVABLE               | DANCE SUPPLIES-P&R       | 112.00    |
| 101110.5600.000 | HY-VEE ACCOUNTS RECEIVABLE               | FIELD SOBRIETY FOOD      | 114.70    |
| 101110.5600.000 | HY-VEE ACCOUNTS RECEIVABLE               | HAND SANITIZER           | 22.50     |
| 101110.5600.000 | HY-VEE ACCOUNTS RECEIVABLE               | HOSPITALITY-POLICE       | 51.96     |
| 101110.5600.000 | HY-VEE ACCOUNTS RECEIVABLE               | HOSPITALITY-POLICE       | 14.99     |
| 230110.5460.000 | HY-VEE ACCOUNTS RECEIVABLE               | HOSPITALITY-POLICE       | 21.64     |
| 101310.5600.010 | HY-VEE ACCOUNTS RECEIVABLE               | PROGRAM SUPPLIES-library | 59.12     |
| 101310.5600.010 | HY-VEE ACCOUNTS RECEIVABLE               | PROGRAM SUPPLIES-library | 55.12     |
| 242310.5600.010 | HY-VEE ACCOUNTS RECEIVABLE               | supplies library         | 11.97     |
| 101310.5600.000 | HY-VEE ACCOUNTS RECEIVABLE               | supplies library         | 24.40     |
| 101140.5112.010 | ICMA RETIREMENT 457                      | RETIREMENT               | 707.71    |
| 999.1130.000    | ICMA RETIREMENT 457                      | RETIREMENT               | 3,473.98  |
| 999.1130.000    | ICMA RETIREMENT 457                      | RETIREMENT               | 509.79    |
| 999.1130.000    | ICMA RETIREMENT 457                      | RETIREMENT               | 1,978.93  |
| 101890.5290.000 | INDEPENDENT INSURANCE                    | Travelers Crime Policy   | 5,000.00  |
| 101310.5732.250 | INF*INK*CITY DIRECTORIES                 | city directories         | 235.00    |
| 206760.5600.000 | INF*INK*CITY DIRECTORIES                 | city directories         | 235.00    |
| 290113.5600.000 | INF*INK*CITY DIRECTORIES                 | city directories         | 235.00    |
| 101310.5732.250 | INGRAM LIBRARY SERVICES                  | REFERENCE Book           | 17.99     |
| 101140.5600.000 | INTL TRANS FEE                           | FRAUDULENT charge        | 0.11      |
| 101140.5280.000 | IOWA CHAPTER IAAI                        | ANNUAL DUES              | 30.00     |
| 101110.5340.070 | IOWA DEPT OF PUBLIC SAFETY               | 4/1-6/1 TERMINAL BILLING | 249.30    |
| 290113.5340.070 | IOWA DEPT OF PUBLIC SAFETY               | 4/1-6/1 TERMINAL BILLING | 2,243.70  |
| 271210.5460.000 | IOWA LEAD                                | REGISTRATION             | 450.00    |
| 206120.5340.070 | IOWA ONE CALL                            | UNDERGROUND LOCATOR      | 28.80     |
| 510531.5230.000 | IOWA ONE CALL                            | UNDERGROUND LOCATOR      | 84.16     |
| 520590.5230.000 | IOWA ONE CALL                            | UNDERGROUND LOCATOR      | 126.24    |
| 101110.5460.000 | IOWA POLICE CHIEFS                       | LECC CONFERERNC          | 125.00    |
| 206710.5610.910 | IOWA PRISON INDUSTRIES                   | SIGNS/LABOR              | 549.00    |
| 999.1106.000    | IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM | PUBLIC EMPL              | 31,307.75 |
| 999.1106.000    | IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM | PUBLIC EMPL              | 30,956.23 |
| 999.1106.000    | IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM | PUBLIC EMPL              | 0.01      |
| 101110.5460.000 | IOWA STATE UNIVERSITY                    | GTSB CONFERENCE-POLICE   | 150.00    |
| 101831.5460.000 | IOWA UTILITY ASSOCIATION                 | MAYOR&CITY ADMINISTRATOR | 130.00    |
| 101545.5010.080 | IOWA VALLEY COMM COLLEGE DIST            | CABLE AGREEMENT          | 5,244.24  |
| 101545.5010.080 | IOWA VALLEY COMM COLLEGE DIST            | CABLE AGREEMENT          | 1,520.00  |
| 101545.5199.080 | IOWA VALLEY COMM COLLEGE DIST            | CABLE AGREEMENT          | 2,142.31  |
| 101545.5230.000 | IOWA VALLEY COMM COLLEGE DIST            | MANAGING CHANNEL FEE     | 1,875.00  |
| 101421.5210.000 | IOWA VALLEY CONTINUING EDUCTION          | Job Fair                 | 80.00     |
| 101421.5210.000 | IOWA VALLEY CONTINUING EDUCTION          | Job Fair                 | 80.00     |
| 152451.5410.000 | IOWA WHOLESALE SUPPLY                    | PIPE SEALANT             | 20.65     |

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| 101881.5340.070 | IOWA WORKFORCE DEVELOPMENT     | 2016 PERMIT                   | 175.00   |
| 101880.5340.070 | IOWA WORKFORCE DEVELOPMENT     | PERMIT/INSPECTION FEE         | 175.00   |
| 101410.5192.070 | IOWA WORKFORCE DEVELOPMENT     | UNEMPLOYMENT                  | 4,425.67 |
| 101850.5192.010 | IOWA WORKFORCE DEVELOPMENT     | UNEMPLOYMENT                  | 1,344.00 |
| 101140.5600.000 | IOWA-DES MOINES SUPPLY, INC    | CLEANER/MOP                   | 265.87   |
| 101140.5251.000 | JASON JOHNSTON                 | DRIVERS LICENSE               | 20.00    |
| 101410.5132.000 | JONATHAN LECHNIR               | CLOTHING ALLOWANCE            | 173.09   |
| 101880.5410.000 | JORDAN STUCKY                  | CARPET CLEANED-main floor     | 203.05   |
| 101881.5410.000 | JORDAN STUCKY                  | CARPET CLEANED-main floor     | 137.02   |
| 101310.5732.250 | JOSTENS PRODUCT LINE           | REFERENCE                     | 55.00    |
| 206760.5460.000 | JUSTIN NICKEL                  | APWA IA SPRING CONFERENCE     | 110.19   |
| 101420.5340.640 | KAREN GALE-HAZEN               | 4/4-4/17 ZUMBA CLASSES        | 195.00   |
| 101421.5340.640 | KAREN GALE-HAZEN               | 4/4-4/17 ZUMBA CLASSES        | 30.00    |
| 101310.5460.000 | KATHRYN FINK                   | CONFERENCE MILES              | 200.07   |
| 101110.5570.000 | KEN WISE CHRYSLER, DODGE, JEEP | CABLES                        | 48.15    |
| 101110.5570.000 | KEN WISE CHRYSLER, DODGE, JEEP | NOZZLE                        | 122.00   |
| 101110.5570.000 | KEN WISE CHRYSLER, DODGE, JEEP | PLATE                         | 25.50    |
| 528590.5781.250 | KENNY & RENEE BRYNGELSON       | DRIVEWAY REIMBURSEMENT        | 5,200.00 |
| 520520.5600.030 | KEYSTONE LAB INC               | MERCURY ANALYSIS              | 292.00   |
| 278690.5340.070 | KOCH BROTHERS                  | 1/6/16-4/5/16 COPIER -HOUSING | 867.66   |
| 290113.5450.000 | LANGUAGE LINE SERV INC         | PHONE INTERPRETATION          | 107.25   |
| 101410.5410.000 | LARRY'S TOWING & TIRE SERVICE  | Tube                          | 12.00    |
| 101410.5410.000 | LARRY'S TOWING & TIRE SERVICE  | Tube installation             | 10.00    |
| 206710.5600.000 | LAWSON PRODUCTS INC            | OP SUPPLIES                   | 14.83    |
| 101310.5732.320 | LINDA LOHSE                    | RETURNED LOST BOOK            | 26.95    |
| 101310.5600.010 | LITTLE CAESARS PIZZA           | PROGRAM SUPPLIES-library      | 55.00    |
| 101310.5732.270 | LONELY PLANET                  | SUBSCRIPTION                  | 12.00    |
| 101880.5600.000 | M GERVICH & SONS INC           | angle iron                    | 15.31    |
| 101410.5570.000 | M GERVICH & SONS INC           | MATERIALS                     | 62.80    |
| 206710.5600.000 | M GERVICH & SONS INC           | STEEL                         | 10.00    |
| 510531.5600.000 | M GERVICH & SONS INC           | steel                         | 60.00    |
| 206710.5610.910 | M GERVICH & SONS INC           | WELCOME SIGN-HWYS14/30        | 19.00    |
| 101840.5360.000 | MAIL SERVICES                  | CITY ADMINISTRATION           | 85.86    |
| 283210.5360.000 | MAIL SERVICES                  | LEAD ABATEMENT                | 17.08    |
| 278690.5360.000 | MAIL SERVICES                  | RENT ASSIST                   | 75.99    |
| 278690.5360.000 | MAIL SERVICES                  | RENT ASSIST                   | 1.72     |
| 101561.5360.000 | MAIL SERVICES                  | RENTAL INSP                   | 236.35   |
| 101110.5570.010 | MARSHALL COUNTY ENGINEER       | MARCH GAS&DIESEL              | 3,219.48 |
| 101140.5570.000 | MARSHALL COUNTY ENGINEER       | MARCH GAS&DIESEL              | 399.74   |
| 101410.5570.000 | MARSHALL COUNTY ENGINEER       | MARCH GAS&DIESEL              | 309.69   |
| 101410.5570.000 | MARSHALL COUNTY ENGINEER       | MARCH GAS&DIESEL              | 152.20   |
| 101560.5570.000 | MARSHALL COUNTY ENGINEER       | MARCH GAS&DIESEL              | 37.59    |
| 101561.5570.000 | MARSHALL COUNTY ENGINEER       | MARCH GAS&DIESEL              | 21.24    |
| 101581.5570.000 | MARSHALL COUNTY ENGINEER       | MARCH GAS&DIESEL              | 30.64    |
| 206120.5570.000 | MARSHALL COUNTY ENGINEER       | MARCH GAS&DIESEL              | 207.00   |
| 206710.5570.000 | MARSHALL COUNTY ENGINEER       | MARCH GAS&DIESEL              | 1,443.28 |
| 206760.5570.000 | MARSHALL COUNTY ENGINEER       | MARCH GAS&DIESEL              | 40.90    |
| 218110.5570.000 | MARSHALL COUNTY ENGINEER       | MARCH GAS&DIESEL              | 12.32    |
| 510532.5570.000 | MARSHALL COUNTY ENGINEER       | MARCH GAS&DIESEL              | 25.94    |
| 520520.5570.000 | MARSHALL COUNTY ENGINEER       | MARCH GAS&DIESEL              | 61.97    |
| 520590.5570.000 | MARSHALL COUNTY ENGINEER       | MARCH GAS&DIESEL              | 425.24   |
| 550780.5570.000 | MARSHALL COUNTY ENGINEER       | MARCH GAS&DIESEL              | 32.34    |
| 550780.5570.000 | MARSHALL COUNTY ENGINEER       | MARCH GAS&DIESEL              | 2,773.66 |

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| 101410.5340.010 | MARSHALL COUNTY LANDFILL           | PARKS                      | 20.90    |
| 101170.5331.500 | MARSHALL CTY EMERGENCY MGMT AGENCY | MONTHLY PAYMENT            | 2,325.42 |
| 101770.5570.000 | MARSHALLTOWN AVIATION INC          | AMAZON REIMBURSEMENT       | 124.24   |
| 101770.5570.000 | MARSHALLTOWN AVIATION INC          | ARNOLD MOTOR REIMBURSEMENT | 34.96    |
| 101770.5410.000 | MARSHALLTOWN AVIATION INC          | GROUND MAINTENANCE         | 1,689.98 |
| 101770.5600.000 | MARSHALLTOWN AVIATION INC          | INTERNET REIMBURSEMENT     | 30.05    |
| 101770.5340.070 | MARSHALLTOWN AVIATION INC          | MANAGERS FEE               | 642.00   |
| 520520.5480.030 | MARSHALLTOWN WATER WORKS           | MARCH WPC PLANT WATER      | 1,483.55 |
| 101440.5600.080 | MARTIN MARIETTA MATERIALS          | GRAVEL                     | 314.24   |
| 101310.5732.320 | MAYRA GARCIA                       | RETURNED LOST BOOK         | 11.99    |
| 152451.5600.000 | MCMMASTER-CARR SUPPLY COMPANY      | FIRE EQUIPMENT             | 32.91    |
| 520520.5410.000 | MEAD O'BRIEN INC                   | REPAIR LIMITORQUE          | 2,007.60 |
| 520520.5450.000 | MEDIACOM                           | 4/15-5/14 WPCP             | 44.84    |
| 101310.5450.000 | MEDIACOM                           | INTERNET                   | 75.90    |
| 247410.5450.000 | MEDIACOM                           | Riverview Internet         | 69.95    |
| 681110.5338.000 | MEDTRAK SERVICES LLP               | PRESCRIPTION MEDS          | 280.66   |
| 681140.5338.000 | MEDTRAK SERVICES LLP               | PRESCRIPTION MEDS          | 53.62    |
| 206710.5600.000 | MENARDS                            | adhesive, tape             | 16.44    |
| 101410.5600.080 | MENARDS                            | Bulbs                      | 59.28    |
| 206710.5600.000 | MENARDS                            | chair/casters              | 59.87    |
| 206710.5600.000 | MENARDS                            | cleaning supplies          | 13.93    |
| 152451.5410.000 | MENARDS                            | couplings                  | 13.10    |
| 101140.5600.000 | MENARDS                            | FLEXZILLA Hose             | 69.99    |
| 206710.5600.000 | MENARDS                            | GRINDER                    | 80.98    |
| 101410.5600.080 | MENARDS                            | hardware                   | 78.57    |
| 510531.5600.000 | MENARDS                            | loop ties                  | 9.59     |
| 520590.5600.000 | MENARDS                            | loop ties                  | 14.38    |
| 101140.5600.000 | MENARDS                            | MERCHANDISE                | (59.00)  |
| 152451.5600.000 | MENARDS                            | op supplies                | 67.27    |
| 520520.5600.000 | MENARDS                            | op supplies                | 50.22    |
| 520520.5600.000 | MENARDS                            | op supplies                | 9.12     |
| 206710.5600.000 | MENARDS                            | paint                      | 44.93    |
| 206710.5600.000 | MENARDS                            | performax 2                | 99.99    |
| 101410.5600.060 | MENARDS                            | Preen                      | 128.81   |
| 510531.5600.000 | MENARDS                            | screws/laundry soap        | 9.26     |
| 520590.5600.000 | MENARDS                            | screws/laundry soap        | 13.88    |
| 101140.5600.000 | MENARDS                            | SLING BELT                 | 21.20    |
| 101880.5600.080 | MENARDS                            | storage trunk              | 33.24    |
| 101140.5600.000 | MENARDS                            | SUPPLIES                   | 73.97    |
| 101140.5600.000 | MENARDS                            | SUPPLIES                   | 5.48     |
| 238410.5260.000 | MENARDS                            | timber cree                | 131.01   |
| 101140.5600.000 | MENARDS                            | TWIST LOCK                 | 23.36    |
| 520520.5600.000 | MENARDS                            | WALL ANCHOR                | 5.29     |
| 101310.5732.300 | MICROMARKETING LLC                 | ADULT AUDIO                | 99.97    |
| 101310.5732.300 | MICROMARKETING LLC                 | AUDIO BOOKS                | 39.99    |
| 101310.5732.300 | MICROMARKETING LLC                 | AUDIO BOOKS                | 109.95   |
| 101310.5732.300 | MICROMARKETING LLC                 | AUDIO BOOKS                | 40.00    |
| 101310.5732.300 | MICROMARKETING LLC                 | AUDIO BOOKS                | 239.98   |
| 101310.5732.300 | MICROMARKETING LLC                 | JUVENILE AUDIO BOOKS       | 44.95    |
| 101310.5732.300 | MICROMARKETING LLC                 | JUVENILE AUDIO BOOKS       | 39.99    |
| 101310.5732.300 | MICROMARKETING LLC                 | JUVENILE AUDIO BOOKS       | 32.99    |
| 520520.5703.000 | MICROSOFT                          | MICROSOFT SURFACE PRO4     | 2,224.94 |
| 520520.5703.000 | MICROSOFT                          | SALES TAX CREDITED         | (133.50) |

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| 283210.5331.501 | MID IOWA COMMUNITY ACTION INC            | 1/1-3/31 COMM OUTREACH    | 1,543.29  |
| 101410.5570.000 | MID-IOWA SOLID WASTE EQUIPMENT CO., INC. | GARBAGE TRUCK SERVICED    | 768.48    |
| 101880.5340.070 | MIDWEST BASEMENT SYSTEMS                 | POLICE DEPT               | 134.00    |
| 101410.5132.000 | MINUTEMAN INC                            | 12 t-shirts P&R           | 141.48    |
| 101140.5600.000 | MINUTEMAN INC                            | ENVELOPES                 | 14.00     |
| 206120.5600.000 | MINUTEMAN INC                            | fed ex ship               | 10.05     |
| 290113.5600.000 | MINUTEMAN INC                            | MAP LAMINATED             | 20.00     |
| 550780.5360.000 | MINUTEMAN INC                            | MOBIL SERV FED EX         | 9.36      |
| 550780.5360.000 | MINUTEMAN INC                            | SIGNUM LABS FED EX        | 9.39      |
| 550780.5703.000 | MINUTEMAN INC                            | SIGNUM LABS FED EX        | 10.17     |
| 101421.5280.000 | MOTION PICTURE LICENSE                   | LICENSES-SUMMER MOVIES    | 105.00    |
| 520520.5600.000 | NAPA                                     | ADAPTERS                  | 5.49      |
| 520520.5600.000 | NAPA                                     | AIR HOSE,                 | 77.71     |
| 520520.5600.000 | NAPA                                     | ANTIFREEZE                | 33.98     |
| 101140.5570.000 | NAPA                                     | BULB                      | 8.23      |
| 520520.5600.000 | NAPA                                     | CABLE TIES                | 31.34     |
| 550780.5570.000 | NAPA                                     | CORE DEPOSIT              | (68.60)   |
| 206710.5570.000 | NAPA                                     | CYLINDER ST               | 16.65     |
| 550780.5570.000 | NAPA                                     | DEPOSIT/GRI               | 100.12    |
| 206710.5570.000 | NAPA                                     | FILTERS                   | 57.27     |
| 101410.5570.000 | NAPA                                     | GRABAGE TRUCK PART        | 12.70     |
| 206120.5600.000 | NAPA                                     | lamp bulb                 | 15.17     |
| 520520.5600.000 | NAPA                                     | OP SUPPLIES               | 22.32     |
| 206710.5570.000 | NAPA                                     | REP/BULB                  | 47.63     |
| 520520.5570.000 | NAPA                                     | TRAVERSE OIL              | 66.19     |
| 550780.5570.000 | NAPA                                     | TURBO                     | 53.63     |
| 550780.5210.000 | MULTIMEDIA SALES & MARKETING INC         | MILITARY TRIBUTE          | 390.00    |
| 999.1105.000    | MUNICIPAL FIRE & POLICE RETIREMENT       | FIRE&POLICE               | 60,241.91 |
| 999.1105.000    | MUNICIPAL FIRE & POLICE RETIREMENT       | FIRE&POLICE               | 59,255.35 |
| 101110.5600.000 | N A S R O                                | BASIC SRO COURSE          | 495.00    |
| 101110.5600.000 | NEWEGG INC                               | BATTERY                   | 16.50     |
| 290113.5600.000 | NEWEGG INC                               | CABLES                    | 61.17     |
| 206120.5600.000 | NORTH POINTE INDUSTRIES                  | TRAFFIC SIGNAL MOTOR      | 667.48    |
| 101310.5340.070 | OCLC, INC                                | CATALOGING-LIBRARY        | 832.10    |
| 101850.5340.100 | ORACLE CORPORATION                       | SOFTWARE SUPPORT          | 4,407.82  |
| 101310.5732.300 | OVERDRIVE, INC.                          | eBOOK                     | 7.99      |
| 101310.5732.300 | OVERDRIVE, INC.                          | JUVENILE Ebook            | 78.90     |
| 101310.5732.300 | OVERDRIVE, INC.                          | JUVENILE Ebook            | 172.68    |
| 290113.5450.000 | PARTNER COMMUNICATIONS CO-OP             | 4/1-4/30 County 911       | 1,033.43  |
| 290113.5450.000 | PARTNER COMMUNICATIONS CO-OP             | 4/1-4/30 MARSHALLTOWN     | 452.40    |
| 520520.5460.000 | PAYPAL                                   | 2016 ELECTRIC MEETING     | 350.00    |
| 520520.5460.000 | PAYPAL                                   | 2016 ELECTRIC MEETING     | 350.00    |
| 101550.5460.000 | PAYPAL                                   | 2016 IAEIA MEETING        | 250.00    |
| 220110.5460.000 | PAYPAL                                   | AGRESSION REPLACEMENT TRG | 240.00    |
| 206710.5600.000 | PAYPAL                                   | CONNECTORS                | 57.65     |
| 520520.5460.000 | PAYPAL                                   | IOWA IAEI SPRING MEETING  | 350.00    |
| 520520.5216.000 | PAYPAL                                   | Management CONSULTING     | 15.00     |
| 101310.5732.300 | PBS                                      | DVDS                      | 150.00    |
| 283210.5410.000 | PETTENGILL CONSTRUCTION                  | 207 S 7TH ST              | 1,510.00  |
| 283210.5410.000 | PETTENGILL CONSTRUCTION                  | 305 EDGEWOOD              | 13,575.00 |
| 283210.5410.000 | PETTENGILL CONSTRUCTION                  | 31929 PP AV               | 1,100.00  |
| 283210.5410.000 | PRECISION BUILDERS                       | 307 W NEVADA              | 3,137.00  |
| 283210.5410.000 | PRECISION BUILDERS                       | 806 W MAIN                | 15,280.00 |

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| 101310.5600.000 | PREMIER OFFICE EQUIPMENT       | 2/29-3/29 COPIES           | 46.29    |
| 206760.5340.070 | PREMIER OFFICE EQUIPMENT       | 3/11-5/10 BILLING          | 88.01    |
| 471110.5230.030 | PROCHASKA & ASSOC INC          | ARCHITECT SERVICES         | 8,849.20 |
| 101141.5460.000 | PROFESSIONAL RESCUE            | RESCUE WATER CLASS         | 750.00   |
| 101840.5600.000 | PROMOTE SOURCE                 | stamp pads                 | 79.75    |
| 206710.5570.000 | QUALITY SERVICES CORPORATION   | STARTER                    | 536.10   |
| 520520.5600.000 | QUILL CORPORATION              | OFFICE SUPPLIES            | 5.49     |
| 520520.5600.000 | QUILL CORPORATION              | OFFICE SUPPLIES            | 121.65   |
| 101110.5132.000 | RACOM CORPORATION              | SPEAKER MIC                | 135.00   |
| 101310.5460.000 | RADISSON                       | HOTEL ROOM                 | 246.68   |
| 101831.5057.100 | RANDY WETMORE                  | MONTHLY PHONE ALLOWANCE    | 62.50    |
| 101310.5732.300 | RECORDED BOOKS LLC             | ADULT AUDIO                | 35.99    |
| 101310.5732.300 | RECORDED BOOKS LLC             | AUDIO BOOKS                | 260.20   |
| 101310.5732.300 | RECORDED BOOKS LLC             | AUDIO BOOKS                | 35.99    |
| 101310.5732.300 | RECORDED BOOKS LLC             | AUDIO BOOKS                | 36.00    |
| 101310.5732.300 | RECORDED BOOKS LLC             | AUDIO BOOKS                | 17.99    |
| 550780.5331.500 | REGION SIX PLANNING COMMISSION | FEBRUARY PARATRANSIT RIDES | 3,399.00 |
| 101140.5570.000 | RELIANT FIRE APPARATUS         | LIGHT MARKER               | 23.28    |
| 101110.5460.000 | RHONDA ALLEN                   | CONFERENCE LUNCH           | 8.00     |
| 101110.5460.000 | RHONDA ALLEN                   | CONFERENCE LUNCH           | 8.00     |
| 550780.5340.010 | RIDE SYSTEMS                   | GPS TRACKER                | 300.00   |
| 550780.5340.010 | RIDE SYSTEMS                   | MARCH GPS SUBSCRIPTION     | 850.00   |
| 550780.5570.000 | SAFECART.COM                   | op supply                  | 14.95    |
| 242310.5600.010 | SANDRA J GOWDY                 | PAID FOR PROGRAMS          | 105.00   |
| 101110.5460.000 | SARAH LEWIS                    | CONFERENCE LUNCH           | 7.40     |
| 101110.5460.000 | SARAH LEWIS                    | CONFERENCE LUNCH           | 8.00     |
| 101880.5410.000 | SCHENDEL PEST CONTROL COMPANY  | CITYHALL/POLICE/P&R        | 58.00    |
| 152451.5340.010 | SCHENDEL PEST CONTROL COMPANY  | COLISEUM                   | 22.50    |
| 101310.5340.010 | SCHENDEL PEST CONTROL COMPANY  | LIBRARY                    | 57.00    |
| 101410.5340.010 | SCHENDEL PEST CONTROL COMPANY  | REUNION HALL               | 40.00    |
| 242310.5600.010 | SCIENCE CENTER OF IOWA         | VISITS 6/23&7/20/2016      | 800.00   |
| 206710.5600.000 | SEARS                          | 20V MAX                    | 119.99   |
| 520520.5600.000 | SEARS                          | VACUUM&FRIDGE              | 319.98   |
| 101310.5340.010 | SERVICEMASTER OF M'TOWN INC    | CLEANING SERVICE-LIBRARY   | 1,369.33 |
| 101110.5460.000 | SKILLPATH SEMINARS             | LEADERSHIP COURSE-POLICE   | 199.00   |
| 206710.5718.000 | SNAP ON                        | 13PC IMPACT                | 435.00   |
| 206710.5718.000 | SNAP ON                        | 16MM SWIVEL                | 60.50    |
| 101410.5600.080 | SPAHN & ROSE LUMBER CO         | Hemfir select lumber       | 116.08   |
| 247410.5600.080 | SPAHN & ROSE LUMBER CO         | Nails                      | 240.89   |
| 247410.5600.080 | SPAHN & ROSE LUMBER CO         | treated lumber             | 141.76   |
| 247410.5600.080 | SPAHN & ROSE LUMBER CO         | treated lumber             | 225.60   |
| 101110.5600.000 | STAPLES                        | 3-PART PAPER               | 228.91   |
| 101110.5600.000 | STAPLES                        | COPY PAPER                 | 198.98   |
| 101110.5600.000 | STAPLES                        | FILE FOLDER                | 62.99    |
| 101110.5600.000 | STAPLES                        | INK CARTRIDGE              | 30.64    |
| 101310.5600.000 | STAPLES                        | OFFICE SUPPLIES            | 141.16   |
| 101420.5600.000 | STAPLES                        | Paper & sci                | 56.16    |
| 101110.5600.000 | STAPLES                        | TOILET PAPER               | 53.99    |
| 290113.5600.000 | STAPLES                        | TRACKBALLS                 | 415.60   |
| 101310.5732.320 | STEFFANIE MASON                | RETURNED LOST BOOK         | 6.99     |
| 101880.5340.070 | STERLING FIRE & SAFETY INC     | CITY HALL                  | 25.00    |
| 101881.5340.070 | STERLING FIRE & SAFETY INC     | CITY HALL                  | 30.00    |
| 510531.5410.000 | STERLING FIRE & SAFETY INC     | SEWER                      | 29.00    |

|                 |                             |                              |           |
|-----------------|-----------------------------|------------------------------|-----------|
| 520590.5410.000 | STERLING FIRE & SAFETY INC  | SEWER                        | 43.50     |
| 101140.5340.010 | STONE SANITATION            | APRIL GARBAGE                | 101.83    |
| 101480.5340.010 | STONE SANITATION            | APRIL GARBAGE                | 101.83    |
| 101880.5340.010 | STONE SANITATION            | APRIL GARBAGE                | 155.49    |
| 206710.5340.010 | STONE SANITATION            | APRIL GARBAGE                | 101.83    |
| 520520.5340.010 | STONE SANITATION            | APRIL GARBAGE                | 101.83    |
| 101881.5600.080 | STUCKYS VACUUM STORE        | HOOVER VACUUM-CITY HALL      | 179.95    |
| 101310.5600.000 | STUCKYS VACUUM STORE        | VACUUM BAGS                  | 40.51     |
| 230110.5460.000 | SUB CITY                    | CITIZENS ACADEMY             | 96.00     |
| 206711.5570.000 | SWEeper PARTS SALES         | PRESSURE GAUGE               | 511.60    |
| 520520.5718.000 | TELEDYNE ISCO               | REFRIG ASSY SAMPLER          | 1,295.00  |
| 520520.5600.000 | TELEDYNE ISCO               | ASSEMBLY SAMPLER             | 722.00    |
| 290113.5460.000 | TERESA L LANG               | CONFERENCE LUNCH             | 8.00      |
| 101140.5132.000 | THE GRAPHIC EDGE            | FIRE DEPT SHIRTS             | 192.05    |
| 684990.5337.000 | THE HARTFORD-PRIORITY ACCTS | MAY LTD/LIFE                 | 6,353.17  |
| 520520.5600.000 | THEISEN'S                   | CAULK                        | 35.88     |
| 101410.5132.000 | THEISEN'S                   | Clothing P&R                 | 228.97    |
| 101410.5132.000 | THEISEN'S                   | Clothing P&R                 | 24.30     |
| 520520.5600.000 | THEISEN'S                   | DAF AIR DRY                  | 21.93     |
| 520520.5132.000 | THEISEN'S                   | DANIEL - 2PR PANTS           | 74.98     |
| 101410.5600.080 | THEISEN'S                   | Hardware                     | 12.99     |
| 206710.5132.000 | THEISEN'S                   | FLORESCENT HOODED SWEATSHIRT | 33.99     |
| 520520.5600.000 | THEISEN'S                   | HOOKS, CHAIR                 | 84.90     |
| 101140.5600.000 | THEISEN'S                   | OIL DRY, MOP                 | 54.41     |
| 520520.5600.000 | THEISEN'S                   | RETURN BLADE                 | (16.98)   |
| 520520.5600.000 | THEISEN'S                   | RETURNED CABLE PULLEY        | (59.98)   |
| 101410.5541.000 | THEISEN'S                   | SAFETY EQUIPMENT             | 39.98     |
| 520520.5600.000 | THEISEN'S                   | TIDE, DISTILLED WATER        | 25.94     |
| 101410.5600.080 | THEISEN'S                   | Tools                        | 97.97     |
| 230110.5460.000 | THOMAS M WATSON             | CONFERENCE LUNCHES           | 17.10     |
| 206710.5600.000 | THOMPSON'S TRUE VALUE       | KEY TAGS                     | 20.33     |
| 520520.5600.000 | THOMPSON'S TRUE VALUE       | OP SUPPLIES                  | 65.59     |
| 101840.5210.000 | TIMES-REPUBLICAN            | MARCH PUBLICATIONS           | 896.65    |
| 101870.5210.000 | TIMES-REPUBLICAN            | MARCH PUBLICATIONS           | 56.45     |
| 283210.5210.000 | TIMES-REPUBLICAN            | MARCH PUBLICATIONS           | 169.33    |
| 473710.5210.000 | TIMES-REPUBLICAN            | MARCH PUBLICATIONS           | 137.20    |
| 473710.5210.000 | TIMES-REPUBLICAN            | MARCH PUBLICATIONS           | 135.96    |
| 510531.5210.000 | TIMES-REPUBLICAN            | MARCH PUBLICATIONS           | 21.84     |
| 520520.5210.000 | TIMES-REPUBLICAN            | MARCH PUBLICATIONS           | 37.90     |
| 522590.5210.000 | TIMES-REPUBLICAN            | MARCH PUBLICATIONS           | 97.23     |
| 550780.5210.000 | TIMES-REPUBLICAN            | MARCH PUBLICATIONS           | 19.78     |
| 278690.5240.510 | TIMOTHY NICHOLS             | RENT ASST                    | 667.00    |
| 101110.5230.000 | TLO TRANSUNION              | FEB INTEL                    | 25.00     |
| 000844.1520.010 | TREASURER ST OF IOWA        | 1/1-3/31/16 SALES TAX        | 68.00     |
| 000844.1520.020 | TREASURER ST OF IOWA        | 1/1-3/31/16 SALES TAX        | 10.00     |
| 520520.5440.000 | TREASURER ST OF IOWA        | 1/1-3/31/16 SALES TAX        | 11,422.00 |
| 520520.5441.000 | TREASURER ST OF IOWA        | 1/1-3/31/16 SALES TAX        | 1,904.00  |
| 101141.5460.000 | TREASURERS OFFICE           | FIRE CHIEF CONFERENCE        | 20.00     |
| 101141.5460.000 | TREASURERS OFFICE           | CLASS/CERTIFICATION          | 300.00    |
| 101141.5460.000 | TREASURERS OFFICE           | FIRE SCHOOL                  | 610.00    |
| 999.1117.000    | U A W LOCAL 893             | PARK & REC                   | 138.13    |
| 206760.5360.000 | U S POST OFFICE             | mailing                      | 13.45     |
| 206760.5360.000 | U S POST OFFICE             | mailing                      | 6.80      |

|                 |                                 |                             |          |
|-----------------|---------------------------------|-----------------------------|----------|
| 520520.5360.000 | U S POST OFFICE                 | SHIP SAMPLE                 | 8.30     |
| 101310.5340.010 | UNIQUE MANAGEMENT SERVICES, INC | OVERDUE LIBRARY COLLECTIONS | 161.10   |
| 999.1112.000    | UNITED WAY                      | #7&#8 CONTRIBUTIONS         | 393.33   |
| 999.1112.000    | UNITED WAY                      | #7&#8 CONTRIBUTIONS         | 393.33   |
| 550780.5151.000 | UNITY POINT-SIOUX CITY          | DOT DRUG &ALCOHOL TEST      | 37.00    |
| 101850.5360.000 | UPS STORE #5089                 | 509A MAILING                | 8.93     |
| 101110.5360.000 | UPS STORE #5089                 | SHIPPING                    | 9.63     |
| 150310.5380.000 | US BANK EQUIPMENT FINANCE       | COPY MACHINE PAYMENT        | 336.50   |
| 101110.5450.100 | VERIZON WIRELESS                | 2/26-3/24 POLICE            | 680.19   |
| 290113.5450.000 | VERIZON WIRELESS                | 2/26-3/24 POLICE            | 32.17    |
| 510531.5450.000 | VERIZON WIRELESS                | 3/11-4/10 SEWER             | 32.01    |
| 520590.5450.000 | VERIZON WIRELESS                | 3/11-4/10 SEWER             | 48.01    |
| 101140.5600.000 | WAL MART STORES INC             | BUSINESS CARDS              | 8.88     |
| 230110.5460.000 | WAL MART STORES INC             | CITIZEN'S ACADEMY           | 63.14    |
| 101421.5600.010 | WAL MART STORES INC             | Concession                  | 73.14    |
| 152451.5600.450 | WAL MART STORES INC             | DANCE SUPPLIES-P&R          | 36.60    |
| 101110.5600.000 | WAL MART STORES INC             | DRY ERASE BOARD             | 31.64    |
| 101820.5600.000 | WAL MART STORES INC             | frames                      | 16.60    |
| 101140.5600.000 | WAL MART STORES INC             | FURNACE FILTERS             | 26.64    |
| 101110.5600.000 | WAL MART STORES INC             | KEYBOARD -                  | 29.88    |
| 101140.5132.000 | WAL MART STORES INC             | SHORTS-FIRE DEPT            | 23.20    |
| 101310.5732.300 | WESTON WOODS                    | SPANISH BOOK                | 18.95    |
| 101310.5410.000 | WOODMAN CONTROLS                | RTU2&CONTROLS               | 3,200.00 |
| 153310.5410.000 | WOODMAN CONTROLS                | RTU2&CONTROLS               | 2,500.00 |
| 101310.5410.000 | WOODMAN CONTROLS                | SERVICE CALL-LIBRARY        | 442.05   |
| 101310.5732.250 | WORLD BOOK INC                  | ENCYCLOPEDIAS               | 1,068.93 |
| 520520.5600.000 | WW GRAINGER                     | ASCO SOLENO                 | 118.70   |
| 520520.5600.000 | WW GRAINGER                     | BOILER #3 PART              | 23.20    |
| 101880.5600.000 | WW GRAINGER                     | OP SUPPLIES                 | 237.96   |
| 101880.5600.000 | WW GRAINGER                     | PLEATED FILTERS             | 189.00   |
| 520520.5600.000 | WW GRAINGER                     | SAFETY SUPPLIES             | 105.05   |
| 520520.5600.000 | WW GRAINGER                     | WELDING SUPLIES             | 196.14   |
| 101140.5340.070 | XEROX CORPORATION               | CONTRACT CONTRACT-FIRE      | 43.22    |

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**460,872.25**



# **EAGLE VIEW AT WANDERING CREEK**

MARSHALLTOWN, IOWA

**PRELIMINARY MASTERPLAN**

**FIRST ADDITION FINAL MASTERPLAN**

MARCH 2016

## Eagle View at Wandering Creek

### Owner & Developer

Red Earth Real Estate Holdings

349 Meskwaki Rd

Tama, IA 52339

### General Contractor

Woodlands Construction

1496 Highway 30 #300

Tama, IA 52339

### Land Surveying / Site Design

CGA Engineers, Inc.

16 East Main Street

Marshalltown, IA 50158

## **Introduction**

This informational packet will serve as a narrative to the technical plans and plats submitted to the City of Marshalltown.

In 2015 Red Earth Real Estate Holdings purchased the property adjacent to Wandering Creek golf course with the intent to develop a 52 unit townhome Planned Unit Development built over two phases. The first phase will be finishing 23 townhome units along the existing Eagle Ridge Road and the second phase will be constructing a new street and 29 townhomes as the market allows.

The project's ranch-style townhomes will have 2, 3, and 4 unit per building configurations. Each unit will be approximately 1,600 sq. ft. with upgraded standard amenities. Additionally, there will be a single building of the same architecture to house the HOA, rental, and sales offices, as well as maintenance equipment storage. These homes will be primarily for sale but a few units may be available for lease if the need arises.

The site will be served by exiting utilities along 233<sup>rd</sup> St with construction of new public utilities along the new Eagle Valley Drive. The existing cul-de-sac will remain private and under control of the HOA while the new road will be public.

## **General Project Description**

Eagle View at Wandering Creek will consist of 52 single-family townhomes and one office/maintenance building on approximately 10.15 acres. An additional 1.17 acres will house a retention pond. The units will all front two cul-de-sacs (one private and one public) and will share one retention pond.

Surrounding the site is a private farm to the east and a golf course to the south and west. Across the street is a planned assisted-living facility. The townhomes and site have been designed to meet the housing needs of Marshalltown and quality of the surrounding neighborhood. Setbacks for each building have been set at five feet internally and an average of twenty feet around the perimeter.

Due to the grading, some units will feature walk-out basements while others will be slab-on-grade.

Access to the site is off of 233<sup>rd</sup> Street and traffic count research suggests the capacity of this street is more than adequate for the increased traffic of this project.

## **Utilities and Site Grading**

The project is being served by existing utilities on the current cul-sac and new public utilities on the future cul-de-sac. The utilities will meet all City of Marshalltown and State of Iowa regulations in terms of size and placement. A central retention pond will serve the site.

**Landscaping**

Each lot will be owned by an association which, when combined, will itself be governed by a larger Homeowner's Association which will maintain the grounds and private cul-de-sac. Landscaping will be the responsibility of the HOA and will be common throughout the property. The retention pond will have a mix of native plantings. Specific trees and bushes have not been determined due to the slope of the site and will be identified as the grading and earthwork is complete.

There is considerable elevation change on the site so the project will require retaining walls and these walls will be owned and maintained by the HOA.

**Project Phasing**

Eagle View at Wandering Creek will be built in two phases. The first phase is a final plat of the existing cul-de-sac and construction of the associated buildings. Phase two will be construction and installation of the public street and utilities and subsequent construction of the associated buildings.

**Summary**

Eagle View at Wandering Creek is targeted for professionals in the Marshalltown area. The site and buildings have been designed with this group in mind. The 52 units will bring needed capacity to the area and we are pleased to work with the City and related entities on this exciting project.

\*The layouts included in this packet represent the overall site design. More detailed sheets and plans are included in the building permit packet

**Development Data**

- Total Project Area: 11.32 acres
- Private Road/Driveway Areas: .89 acres  
\*includes existing cul-de-sac\*
- Public Road Area: .5 acres
- Dwelling Unit Total Area: 2.82 acres
- Non-residential Building Total Area: .08 acres
- Common Space Area: 7.29 acres
- Retention Pond Lot Area: 1.17 acres
- Dry Stormwater Detention Area: .56 acres
- Off-Street Parking Spaces: 10 + 2/unit on driveways
- Gross Density: 5.1 units/acre
- Net Density (less road right-of-way): 5.94

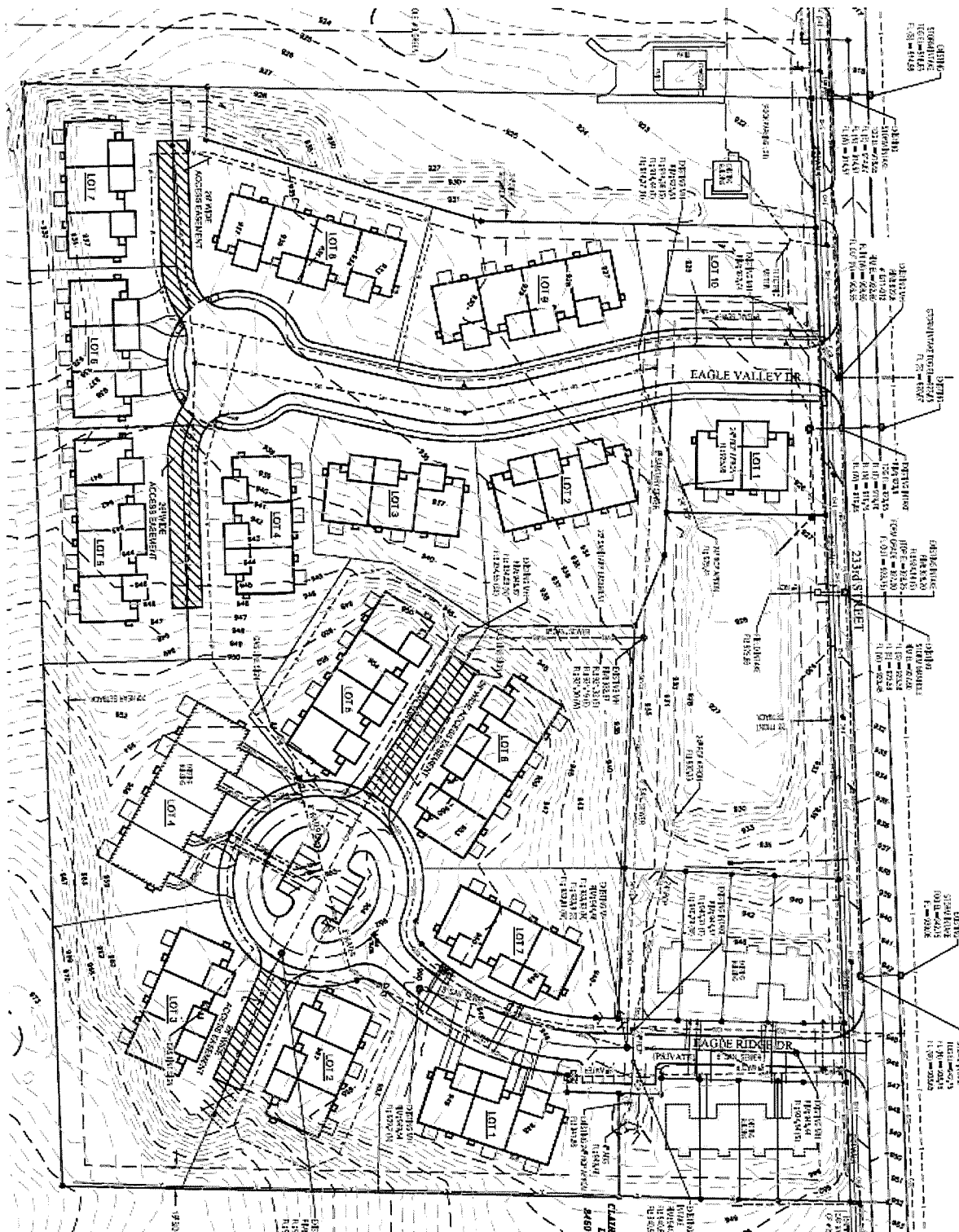
Site Masterplan

→ N





→ N



## Site Renderings

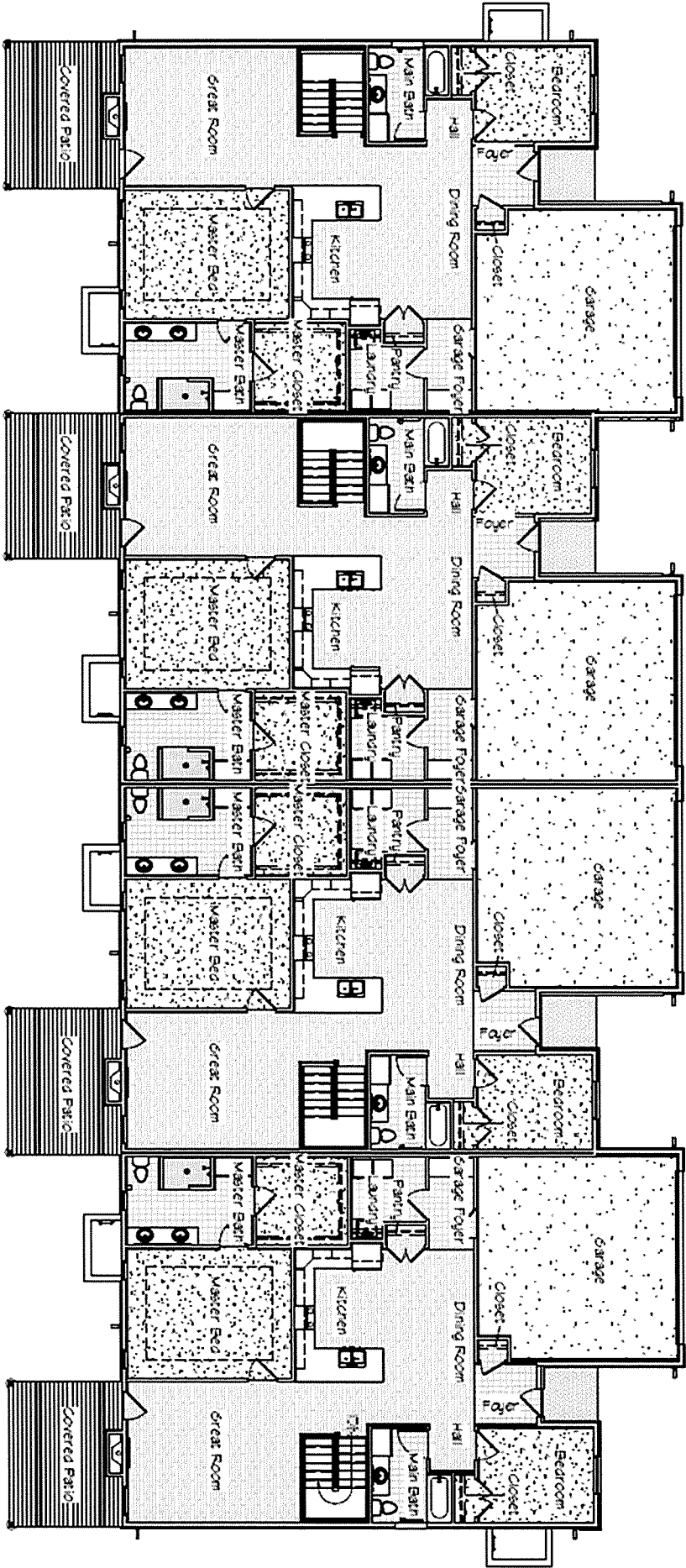


## View from 233<sup>rd</sup> Street

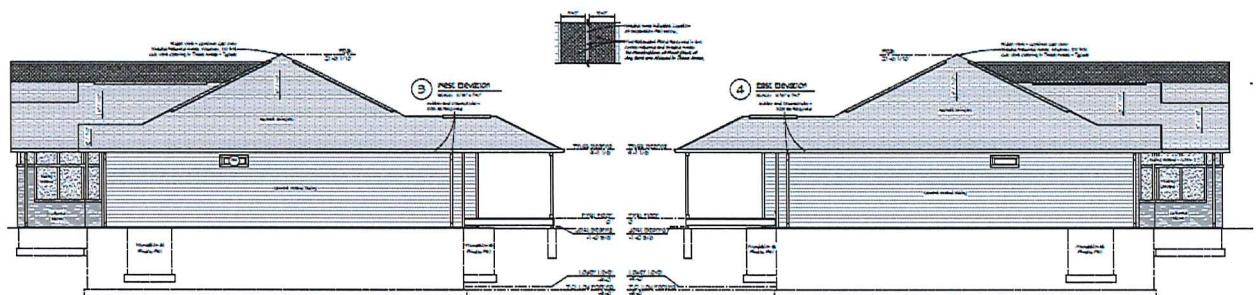
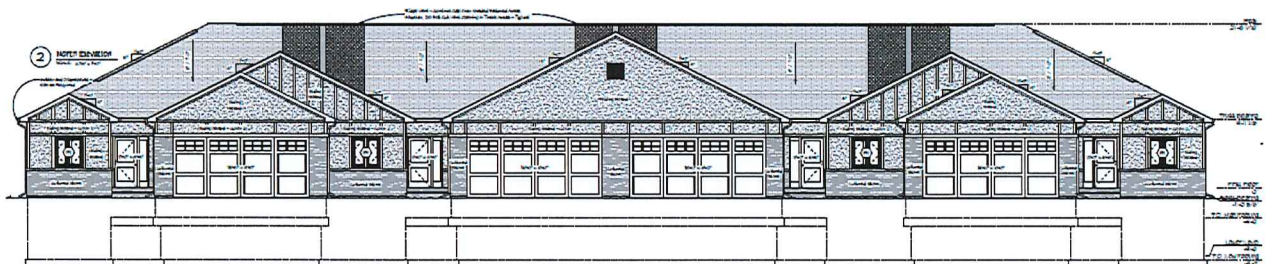
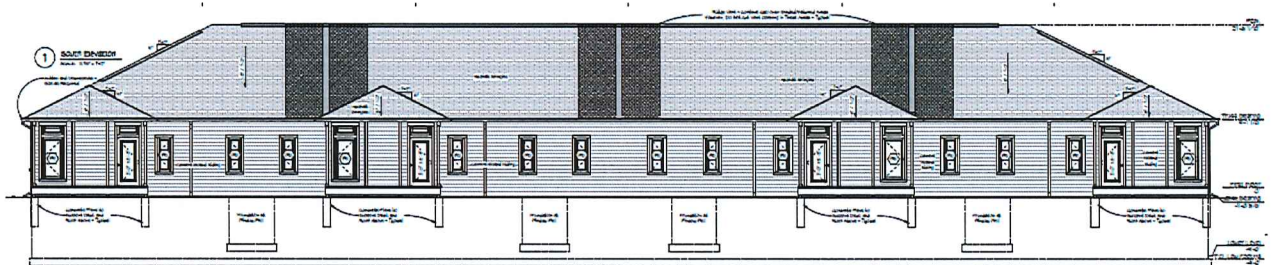




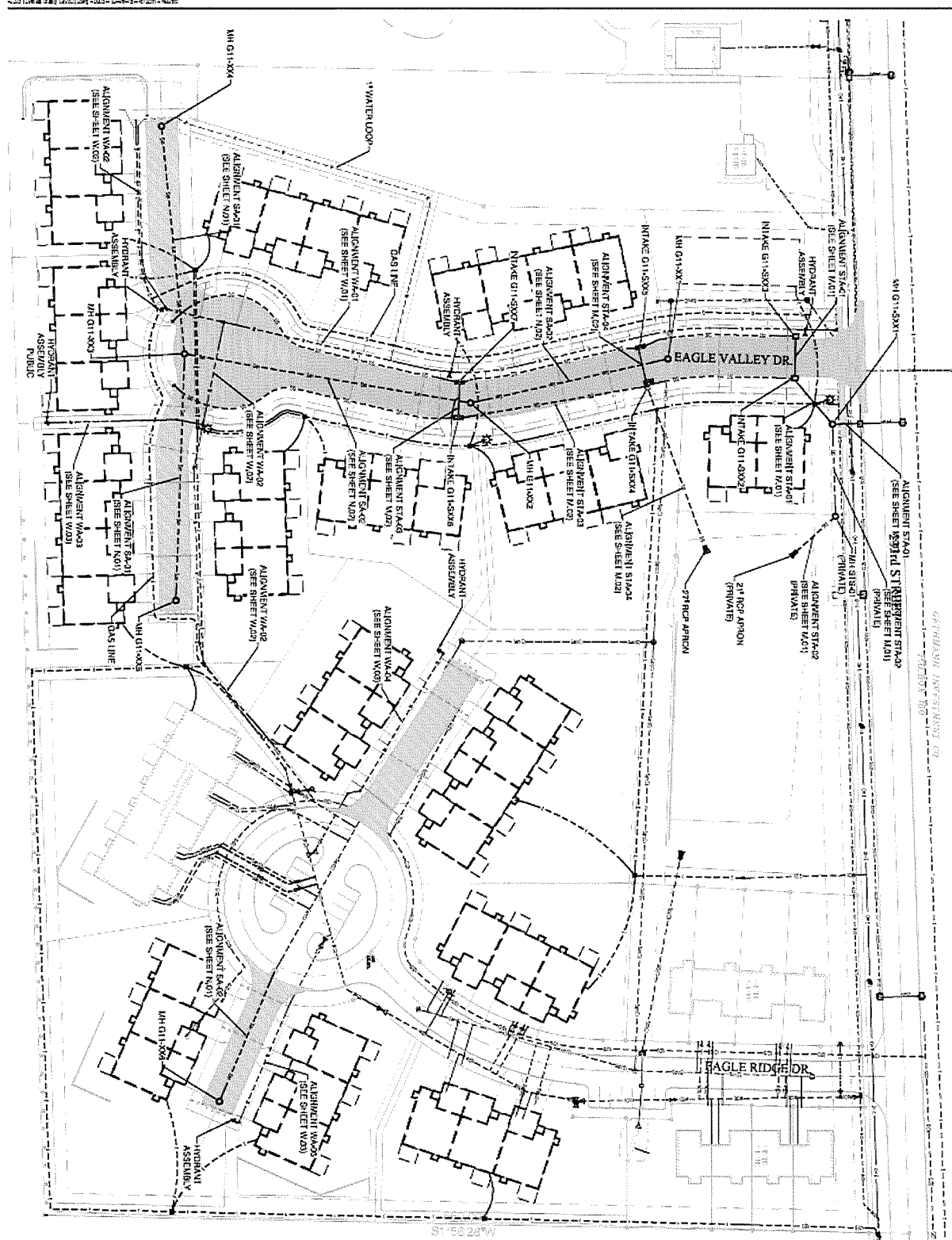
Typical  
Building  
Floorplans

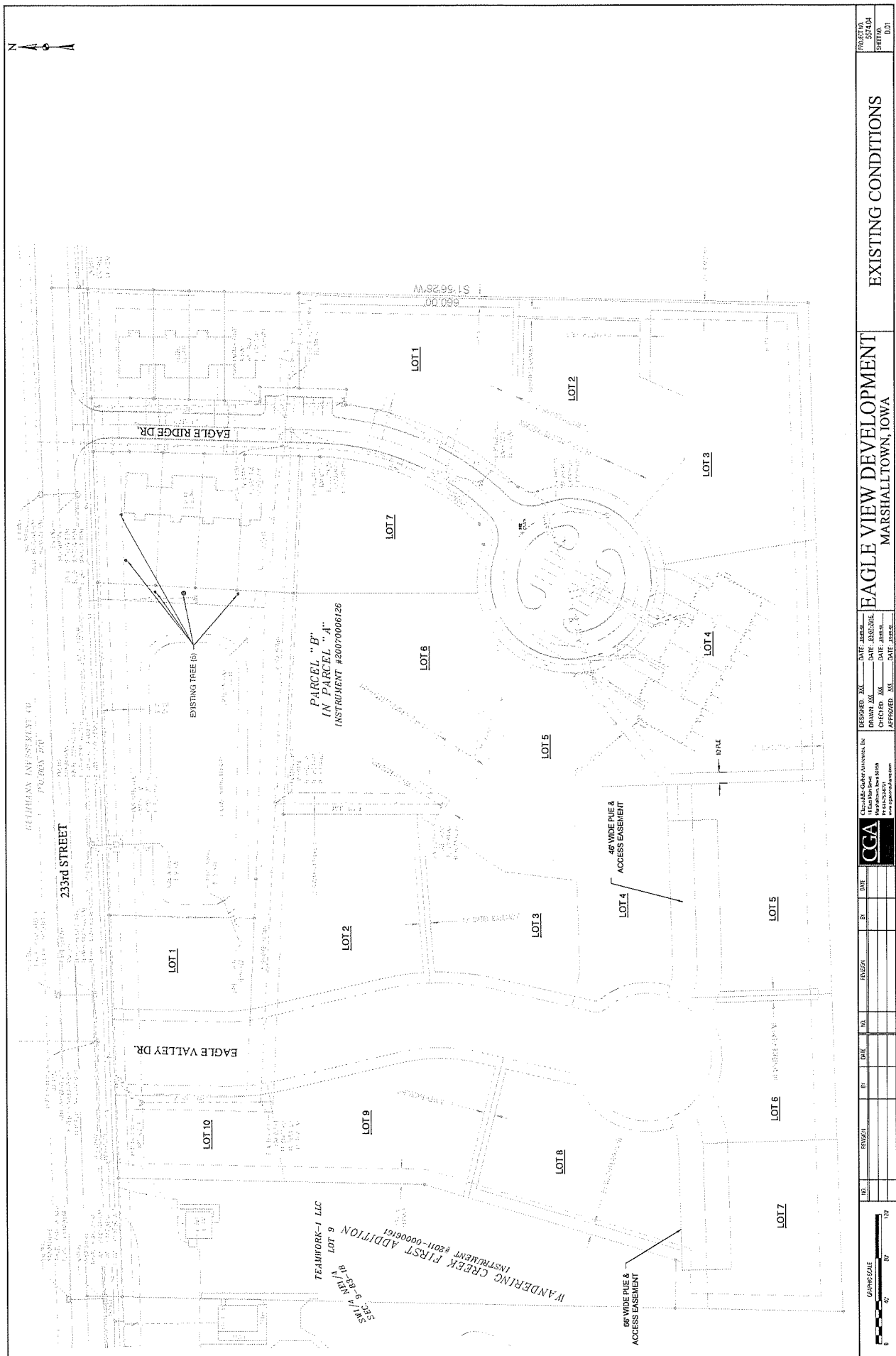


## Typical Elevations



2001/02/28 14:00:00 -0500 - 2001/02/28 14:00:00 -0500















## POLLUTION PREVENTION PLAN

AND PREVENTS SEGMENTS FROM LEAVING THE TOLLAGE CONTROL OF THE STATE. THIS POLLUTION PREVENTION PLAN (PPP) FOR THE TOLLAGE CONTROL OF THE STATE. THIS RESPONSIBILITY SHALL BE FURTHER SHARED WITH SUBCONTRACTORS WHOSE WORK IS A SOURCE OF POTENTIAL POLLUTION AS DEFINED IN THIS PPP.

THIS POLLUTION PREVENTION PLAN (PPP) IS FOR THE CONSTRUCTION OF EAGLE VIEW DEVELOPMENT IN MARSHALLTOWN, IOWA INCLUDING GRADING, PAVING, & UTILITIES.

THE PPP IS LOCATED IN AN AREA OF TAMA-DOWNS-ADAIR SOIL ASSOCIATION. THE ESTIMATED AVERAGE CURVE

REFER TO THIS SHEET, AND THE GRADING SHEETS FOR LOCATIONS OF TYPICAL SLOPES, DITCH GRADES, AND MAJOR

## 2. POTENTIAL SOURCES OF POLLUTION

RURAL AGRICULTURAL ACTIVITIES - RUNOFF FROM AGRICULTURAL LAND USE CAN POTENTIALLY CONTAIN CHEMICALS INCLUDING HERBICIDES, PESTICIDES, FUNGICIDES, AND FERTILIZERS.

[illegible]

AS THE WORK PROGRESSES, ADDITIONAL EROSION CONTROL ITEMS SUCH AS STRAW BALE BARRIER, SEDIMENT TRAPS, AND OTHER APPROPRIATE MEASURES SHALL BE INSTALLED BY THE PRIME OR SUBCONTRACTOR AS DETERMINED BY THE ENGINEER AFTER FIELD INVESTIGATION. THE CONSTRUCTION WILL BE COMPLETED WITH THE ESTABLISHMENT OF PERMANENT PERENNIAL VEGETATION OF ALL DISTURBED AREAS.

CONTRACTOR DISPOSAL OF UNUSED CONSTRUCTION MATERIALS AND CONSTRUCTION MATERIAL WASTES SHALL COMPLY WITH APPLICABLE STATE AND LOCAL WASTE DISPOSAL, SANITARY SEWER, OR SEPTIC SYSTEM REGULATIONS. IN THE EVENT OF A CONFLICT WITH OTHER GOVERNMENTAL LAWS, RULES AND REGULATIONS, THE MORE RESTRICTIVE LAWS, RULES OR REGULATIONS SHALL APPLY.

ACCORDING TO ALL FEDERAL, STATE AND LOCAL REGULATIONS IN EFFECT AT THE TIME.

ORDER, INCLUDING CLEANING, REPAIRING, OR REPLACING THEM THROUGHOUT THE CONTRACT PERIOD. CLEANING OF SILT CONTROL DEVICES SHALL BEGIN WHEN THE FEATURES HAVE LOST 50% OF THEIR CAPACITY.

INSPECTIONS SHALL BE MADE JOINTLY BY THE CONTRACTOR AND THE CONTRACTING AUTHORITY (IT APPLICABLE). EVERY SEVEN CALENDAR DAYS, THE CONTRACTOR SHALL IMMEDIATELY BEGIN CORRECTIVE ACTION ON ALL DEFICIENCIES FOUND. THE FINDINGS OF THIS INSPECTION SHALL BE RECORDED IN THE SWPPP BOOKLET OR PROJECT DIARY. THIS PPP MAY BE REVISED BASED ON THE FINDINGS OF THE INSPECTION. THE CONTRACTOR SHALL IMPLEMENT ALL REVISIONS. ALL CORRECTIVE ACTIONS SHALL BE COMPLETED WITHIN 3 CALENDAR DAYS OF THE INSPECTION.

THIS INCLUDES SUBSURFACE DRAINS (I.E. LONGITUDINAL AND STANDARD SUBDRAINS), SLOPE DRAINS AND BRIDGE END DRAINS. THE VELOCITY OF THE DISCHARGE FROM THESE FEATURES MAY BE CONTROLLED BY THE USE OF PATIO BLOCKS, CLASS A STONE OR EROSION STONE.

A. THE ABOVE PLAN IS NOT THE COMPLETE STORM WATER PREVENTION PLAN (SWPPP), BUT RATHER A PART OF THE SWPPP THAT IS TO BE UPDATED REGULARLY BY THE CONTRACTOR. IT IS PRIME CONTRACTOR'S RESPONSIBILITY TO DEVELOP AND UPDATE THE SWPPP PLAN AS NEED AS WELL AS CONDUCT ANY NECESSARY INSPECTIONS IN ACCORDANCE WITH IOWA DNR, EAP, AND JURISDICTION GUIDELINES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ANY DEFICIENCIES, CORRECTING THOSE DEFICIENCIES IMMEDIATELY AND DOCUMENTING SUCH WITH THE SWPPP. ALL EROSION CONTROL ITEMS EXCEPT THE TURF REINFORCEMENT MAT SHALL BE REMOVED AT THE END OF THE PROJECT.

c. THE GENERAL CONTRACTOR SHALL PROVIDE CONTAINMENT OF ALL SOURCES OF POTENTIAL POLLUTION INCLUDING FUELING STATIONS, WASH AREAS, WASTE OIL STORAGE, UNWASHED CONCRETE TRUCKS, UNWASHED LOADS, AND OTHER POLLUTION SOURCES. ALL AREAS WHERE CONCRETE TRUCKS ARE WASHED OUT SHALL BE DEFINED AND CONTAINED ON SITE. CONCRETE WASHOUT AREA SHALL BE CLEARLY MARKED AND THE CONTRACTOR SHALL CLEAN OUT THIS AREA PRIOR TO FINALIZING THE PROJECT (INCIDENTAL). ALL EROSION CONTROL DEVICES MUST BE MAINTAINED AS STATED IN THE POLLUTION PREVENTION PLAN.

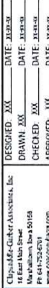
E. THE CONTRACTOR SHALL PREVENT ACCUMULATION OF EARTH, SILTATION, OR DEBRIS ON ADJOINING PUBLIC OR PRIVATE PROPERTY FROM THE PROJECT SITE. REMOVE ANY ACCUMULATION OF EARTH OR DEBRIS IMMEDIATELY AT NO COST TO THE OWNER. TAKE REMEDIAL ACTIONS FOR PREVENTION, REPAIR, REPLACE, AND/OR RETURN TO ORIGINAL CONDITION, WITHOUT ADDITIONAL COMPENSATION.

10. CONSTRUCTION NOTES:

OF THE PROJECT.

## THE PROJECT.

**ENTER STANLEY'S CONSTRUCTION ESTIMATOR**



## MARSHALLTOWN, IOWA

## PREVENTION PLAN

[illegible]











James L. Lowrance, Mayor  
Randy Wetmore, Administrator  
Diana Steiner, Finance Director  
24 North Center Street  
Marshalltown, IA 50158-4911  
Tel - (641) 754-5760  
Fax - (641) 754-5781

## FINANCE DEPARTMENT

April 21, 2016

**To: Mayor James L. Lowrance  
Members of the City Council**

From: Finance Department

Re: March 2016 Monthly Financial Statements

**Policy Issue:** N/A

**Recommendation:** Staff recommends approving the March 2016 monthly financial statements.

**Background:** The Finance department has prepared and reconciled the March 2016 financial statements for your review. Quarterly transfers were recorded. Specifically, the City transferred \$216,613 to the general fund from road use tax to cover road use tax wages paid out of the general fund. To date, we have transferred \$750,353 of the \$850,000 road use tax transfer budget amount.

**Budget Impact:** N/A

**Attachment:** March 2016 FS

cc: Randy Wetmore, City Administrator

City Council  
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop  
Bill Martin, Robert Schubert, Bethany Wirin



CITY OF MARSHALLTOWN  
MONTHLY BALANCE SHEET  
FOR THE MAYOR AND CITY COUNCIL  
As of March 31, 20161  
04/19/16  
13:04:41

| DESCRIPTION                    | -----                   |                        | -----           |                                | NET<br>(INCOME) /<br>EXPENSE |
|--------------------------------|-------------------------|------------------------|-----------------|--------------------------------|------------------------------|
|                                | CASH AND<br>INVESTMENTS | ACCOUNTS<br>RECEIVABLE | FIXED<br>ASSETS | LIABILITIES<br>& NET<br>ASSETS |                              |
| FUND NUMBER & NAME             |                         |                        |                 |                                |                              |
| 101 - GENERAL                  | <254,192.84>            | 284,574.74             | .00             | <1,509,383.05>                 | 1,479,001.15                 |
| 150 - CAPITAL RESERVE FUND     | 158,241.73              | .00                    | .00             | <157,973.65>                   | <268.08>                     |
| 151 - CASH FLOW RESERVE FUND   | 1,836,491.50            | .00                    | .00             | <1,832,069.64>                 | <4,421.86>                   |
| 152 - COLISEUM ACTIVITY        | 10,181.17               | .00                    | .00             | <25,755.19>                    | 15,574.02                    |
| 153 - BLDG MAINT FUND          | 460,554.26              | .00                    | .00             | <479,721.78>                   | 19,167.52                    |
| 201 - GRANTS FRM STATE AGENCY  | 3,750.80                | .00                    | .00             | <3,742.98>                     | <7.82>                       |
| 204 - HERSHEY RECREATION       | 7,177.16                | .00                    | .00             | <7,199.96>                     | 22.80                        |
| 206 - ROAD USE TAX             | 3,020,113.47            | .00                    | .00             | <2,360,097.78>                 | <660,015.69>                 |
| 218 - COPS FAST GRANT          | <4,215.12>              | .00                    | .00             | 3,550.00                       | 665.12                       |
| 219 - DEPT OF JUSTICE GRANTS   | <2,379.21>              | 2,724.40               | .00             | 2,462.95                       | <2,808.14>                   |
| 220 - POLICE UNDESNTD GRANTS   | <17,434.40>             | 6,916.80               | .00             | 2,156.16                       | 8,361.44                     |
| 221 - EMPLOYEE BENEFIT FUND    | 2,170,433.71            | .00                    | .00             | <1,781,247.69>                 | <389,186.02>                 |
| 223 - POLICE/FIRE RETIREMENT   | 212,196.04              | .00                    | .00             | <363,156.10>                   | 150,960.06                   |
| 230 - POLICE DONATION FUND     | 41,665.16               | .00                    | .00             | <32,540.19>                    | <9,124.97>                   |
| 233 - SOFTBALL ASSOCIATION     | 21,839.50               | .00                    | .00             | <38,887.48>                    | 17,047.98                    |
| 235 - FIRE DEPT DONATION FUND  | 49.07                   | .00                    | .00             | <3,379.15>                     | 3,330.08                     |
| 236 - M'TOWN TENNIS ASSOC      | 1,654.61                | .00                    | .00             | <1,820.11>                     | 165.50                       |
| 238 - CITY TORT LIABILITY      | 126,748.12              | 177.80                 | .00             | <127,458.74>                   | 532.82                       |
| 242 - LIBRARY DONATION FUND    | 66,960.74               | .00                    | .00             | <68,097.06>                    | 1,136.32                     |
| 246 - SEIZED ASSETS FUND       | 24,311.44               | .00                    | .00             | <33,063.27>                    | 8,751.83                     |
| 247 - P & R DONATION FUND      | 56,782.04               | .00                    | .00             | <50,880.86>                    | <5,901.18>                   |
| 248 - ECONOMIC DEVELOPMENT     | 49,067.84               | .00                    | .00             | <48,964.52>                    | <103.32>                     |
| 249 - SUBDIVIDER ESCROW        | 10,236.85               | .00                    | .00             | <10,215.26>                    | <21.59>                      |
| 250 - TAX INCRMNT FINANCING    | 914,389.08              | .00                    | .00             | <227,900.97>                   | <686,488.11>                 |
| 271 - HOUSING GRANTS           | 37,041.25               | .00                    | .00             | <35,992.28>                    | <1,048.97>                   |
| 276 - LEAD GRANT #4            | 9,267.11                | 1,043.95               | .00             | 86,239.80                      | <96,550.86>                  |
| 277 - HUD EDI GRANTS           | <10,355.20>             | .00                    | .00             | 9,016.50                       | 1,338.70                     |
| 278 - LOW RENT VOUCHER PROGRAM | 59,271.80               | 97,029.80              | .00             | <206,941.92>                   | 50,640.32                    |
| 281 - CBDG NSP HSG             | <98,049.11>             | .00                    | .00             | 92,033.16                      | 6,015.95                     |
| 282 - HUD LEAD MATCH           | 40,262.42               | .00                    | .00             | <40,262.42>                    | .00                          |
| 283 - LEAD GRANT #5            | <99,975.27>             | .00                    | .00             | 53,716.05                      | 46,259.22                    |
| 290 - E911 SURCHARGE           | 261,650.00              | .00                    | .00             | <291,919.60>                   | 30,269.60                    |
| 291 - LOCAL OPTION SALES TAX   | 2,811,765.39            | .00                    | .00             | <2,470,384.26>                 | <341,381.13>                 |
| 311 - GO BONDS DEBT FUND       | 1,360,584.03            | .00                    | .00             | <22,040.74>                    | <1,338,543.29>               |
| 401 - BIKE PATH - PHASE II     | 55,184.58               | .00                    | .00             | <97,727.04>                    | 42,542.46                    |
| 416 - FEDERAL STREET GRANTS    | <29,171.50>             | .00                    | .00             | 18,437.11                      | 10,734.39                    |
| 417 - RISE STREET GRANTS       | <156,233.26>            | .00                    | .00             | .00                            | 156,233.26                   |
| 450 - CIP COLLECTION FUND      | 519,013.47              | .00                    | .00             | <539,457.38>                   | 20,443.91                    |
| 460 - AIRPORT PROJECT          | <56,316.74>             | .00                    | .00             | <423.04>                       | 56,739.78                    |
| 462 - SPEC ASSMNT PROJECTS     | <60,473.95>             | 49,422.50              | .00             | 27,432.45                      | <16,381.00>                  |
| 471 - POLICE AND FIRE BUILD    | 55,373.63               | .00                    | .00             | <109,429.67>                   | 54,056.04                    |
| 473 - 2014 GO BONDS            | 955,059.64              | .00                    | .00             | <1,996,772.64>                 | 1,041,713.00                 |
| 477 - TREES FOREVER PROJECT    | 3,223.46                | .00                    | .00             | <3,415.42>                     | 191.96                       |
| 478 - 2015 GO BONDS            | 2,042,441.77            | .00                    | .00             | .00                            | <2,042,441.77>               |
| 489 - CAPITAL STREET PROJECTS  | .00                     | .00                    | .00             | <178,440.15>                   | 178,440.15                   |
| 490 - GO BOND CAPITAL PRJS     | 6,804.00                | 3,690.00               | .00             | <7,367.00>                     | <3,127.00>                   |

CITY OF MARSHALLTOWN  
MONTHLY BALANCE SHEET  
FOR THE MAYOR AND CITY COUNCIL  
As of March 31, 2016

2  
04/19/16  
13:04:41

| DESCRIPTION                   | --ASSETS--              |                        | LIABILITIES<br>& NET<br>ASSETS | NET<br>(INCOME) /<br>EXPENSE |
|-------------------------------|-------------------------|------------------------|--------------------------------|------------------------------|
|                               | CASH AND<br>INVESTMENTS | ACCOUNTS<br>RECEIVABLE |                                |                              |
| 491 - TIF DISTRICT II CAP PRJ | <76,357.87>             | .00                    | 444,707.26                     | <368,349.39>                 |
| 492 - TIF DISTRICT 3 CAP PRJS | 3,253.51                | .00                    | <7,798.45>                     | 4,544.94                     |
| 494 - PUBLIC WORKS FACILITY   | 9,716.39                | .00                    | <17,741.30>                    | 8,024.91                     |
| 510 - STORM SEWER             | 934,519.93              | 41,004.00              | 12,225,299.30                  | <429,402.44>                 |
| 520 - WPCP OPERATING FUND     | <2,253.90>              | .00                    | <30,538,465.91>                | <2,110.21>                   |
| 521 - WPCP REVENUE FUND       | 8,514,241.64            | 348,407.49             | <7,011,615.23>                 | <1,851,033.90>               |
| 522 - WPCP SEW REV FUND       | 5,897,271.22            | .00                    | .00                            | <5,897,271.22>               |
| 526 - WPCP CAP IMPR RESERVE   | 1,001,077.47            | .00                    | <1,134,665.04>                 | 133,587.57                   |
| 527 - WPCP PLANT & IMPROVE    | <199.25>                | .00                    | .00                            | 199.25                       |
| 528 - SANITARY SEWER REHAB    | <728,296.75>            | .00                    | <574,472.41>                   | 1,302,769.16                 |
| 529 - SEWER NEW CONSTRUCTION  | 27,723.61               | .00                    | <12,800.00>                    | <14,923.61>                  |
| 530 - COMPOSTING              | 164,723.36              | 1,389.08               | <250,073.58>                   | <311.44>                     |
| 540 - P&R CONCESSIONS         | 11,708.57               | .00                    | <25,949.09>                    | 14,240.52                    |
| 550 - TRANSIT OPERATING       | 203,895.11              | .00                    | <1,739,557.67>                 | <13,647.86>                  |
| 681 - OCCUP INSUR ESCROW      | 122,801.15              | .00                    | <146,858.03>                   | 24,056.88                    |
| 684 - GRP HEALTH INS ESCROW   | 2,609,202.22            | 27,066.95              | <2,774,567.58>                 | 138,298.41                   |
| 686 - W.C. DEDUCTIBLE         | 37,600.96               | .00                    | <37,545.61>                    | <55.35>                      |
| 844 - SALES TAX               | 146.13                  | .00                    | <146.13>                       | .00                          |
| 870 - SURETY BONDS/DEPOSITS   | 1,200.74                | .00                    | <1,200.74>                     | .00                          |
| 871 - IA STATE SLEUTH         | 14,888.97               | .00                    | <14,888.97>                    | .00                          |
| 991 - CAPITAL ASSET FUND      | .00                     | .00                    | <44,865,056.30>                | .00                          |
| 999 - PAYROLL LIABILITY ACCTS | 153,396.32              | .00                    | <153,396.32>                   | .00                          |
| GRAND TOTAL                   | 35,521,249.77           | 863,447.51             | <116,502,596.70>               | <9,148,869.20>               |

Enter Information to Graph for Council  
As of March 31, 2016

| DESCRIPTION                                     | INVESTMENTS       |
|-------------------------------------------------|-------------------|
| 0214.000 WELLS FARGO MONEY MARKET               |                   |
| 00999 CITY-MARSHALLTWN POOLED CASH              | .15 10,555,331.23 |
| 0214.000 WELLS FARGO MONEY MARKET               | 10,555,331.23     |
| 0215.000 IPAIT MONEY MARKET                     |                   |
| 00478 2015 GO BONDS                             |                   |
| 00031134 2015B GO BONDS - STREET, DIP/DANG BUIL | .033 2,094,547.55 |
| 00522 (D) WPCP REVENUE BOND FUND                |                   |
| 00059007 2015 SEWER REVENUE BONDS               | .033 3,000,332.09 |
| 0215.000 IPAIT MONEY MARKET                     | 5,094,879.64      |
| 0228.000 HOME FED CD(0-90 DAYS)                 |                   |
| 00059007 2015 SEWER REVENUE BONDS               | .10 1,000,369.86  |
| 0228.000 HOME FED CD(0-90 DAYS)                 | 1,000,369.86      |
| 0247.000 FRMRS SVGS BK CD (91-365)              |                   |
| 00059007 2015 SEWER REVENUE BONDS               | .44 1,001,447.36  |
| 0247.000 FRMRS SVGS BK CD (91-365)              | 1,001,447.36      |
| 0248.000 HOME FEDERAL CD (91-365DY              |                   |
| 00059007 2015 SEWER REVENUE BONDS               | .25 1,000,616.44  |
| 0248.000 HOME FEDERAL CD (91-365DY              | 1,000,616.44      |
| 0261.000 USBANK CD (> 1 YR)                     |                   |
| 00999 CITY-MARSHALLTWN POOLED CASH              | .75 1,000,000.00  |
| 0261.000 USBANK CD (> 1 YR)                     | 1,000,000.00      |
| 0265.000 IPAIT CD (> 1 YR)                      |                   |
| 00521 WPCP REVENUE                              | .43 1,000,000.00  |
| 0265.000 IPAIT CD (> 1 YR)                      | 1,000,000.00      |
| 0266.000 CENTRAL STATE BANK CD (> 1 YR)         |                   |
| 00291 LOCAL OPTION SALES TAX                    |                   |
| 89099012 LOST - Storm Sewer/Street Improvements | .45 1,002,268.49  |
| 0266.000 CENTRAL STATE BANK CD (> 1 YR)         | 1,002,268.49      |



Enter Information to Graph for Council  
As of March 31, 2016

| DESCRIPTION                           | INVESTMNTS       |
|---------------------------------------|------------------|
| -----                                 |                  |
| 0267.000 FARMERS CD (> 1 YR)          |                  |
| 00151 CASH FLOW RESERVE FUND          |                  |
|                                       | .36 1,002,666.17 |
| 00684 GROUP HEALTH INSURANCE ESCROW   |                  |
|                                       | .36 1,002,666.17 |
| 00999 CITY-MARSHALLTWN POOLED CASH    |                  |
|                                       | .52 1,000,000.00 |
| -----                                 |                  |
| 0267.000 FRMRS SVGS BANK CD (GRT 1YR) | 3,005,332.34     |
| 0268.000 PINNACLE CD (> 1 YR)         |                  |
| 00684 GROUP HEALTH INSURANCE ESCROW   |                  |
|                                       | .58 1,000,000.00 |
| -----                                 |                  |
| 0268.000 PINNACLE CD (> 1 YR)         | 1,000,000.00     |
| 0273.000 IPAIT GOV SEC(> 1 YR)        |                  |
| 00521 WPCP REVENUE                    |                  |
|                                       | .41 1,005,004.00 |
| -----                                 |                  |
| 0273.000 IPAIT GOV SEC(> 1 YR)        | 1,005,004.00     |
| -----                                 |                  |
|                                       | 26,665,249.36    |

COUNCIL  
CNCLRVEXPBBUDGET REPORT BY CATEGORY  
EXCLUDES NON-BUDGETED FUNDS 681-686,  
801-878 and 99904/19/16  
13:26:01

For the Nine Months Ending March 31, 2016

| DESCRIPTION                    | THIS MONTH<br>ACTUAL | ORIGINAL<br>BUDGET | Y-T-D<br>ACTUAL | REMAINING<br>BUDGET | %<br>USED |
|--------------------------------|----------------------|--------------------|-----------------|---------------------|-----------|
| REVENUES                       |                      |                    |                 |                     |           |
| 4010 PROPERTY TAXES            | 168,182.29           | 10,329,114         | 5,374,770.28    | 4,954,343.72        | 47.96 %   |
| 4090 TIF TAXES                 | 12,299.02            | 1,408,940          | 713,990.90      | 694,949.10          | 49.32 %   |
| 4100 OTHER CITY TAXES          | 350,837.24           | 4,601,695          | 3,786,388.10    | 815,306.90          | 17.72 %   |
| 4200 LICENSES & PERMITS        | 29,391.17            | 242,350            | 225,620.09      | 16,729.91           | 6.90 %    |
| 4600 USE OF MONEY & PROPERTY   | 83,486.90            | 152,120            | 179,149.84      | <27,029.84>         | 17.77-%   |
| 4300 INTERGOVERNMENTAL REVENUE | 630,805.21           | 8,165,205          | 5,953,643.98    | 2,211,561.02        | 27.09 %   |
| 4400 CHARGES FOR SERVICES      | 915,870.48           | 8,503,124          | 6,164,064.41    | 2,339,059.59        | 27.51 %   |
| 4500 FINES & FORFEITURES       | 7,893.67             | 168,500            | 86,669.56       | 81,830.44           | 48.56 %   |
| 4700 SPECIAL ASSESSMENTS       | .00                  | 26,678             | 12,883.00       | 13,795.00           | 51.71 %   |
| 4800 MISCELLANEOUS REVENUES    | 40,726.62            | 748,100            | 770,179.34      | <22,079.34>         | 2.95-%    |
| 4900 OTHER FINANCING SOURCES   | .00                  | 22,500,000         | 8,094,421.75    | 14,405,578.25       | 64.02 %   |
| -----                          |                      |                    |                 |                     |           |
| **TOTAL REVENUES               | 2,239,492.60         | 56,845,826         | 31,361,781.25   | 25,484,044.75       | 44.83 %   |
|                                |                      |                    |                 |                     |           |
| EXPENDITURES                   |                      |                    |                 |                     |           |
| PUBLIC SAFETY                  |                      |                    |                 |                     |           |
| 5005 SALARIES                  | 419,126.60           | 5,636,071          | 4,139,374.34    | 1,496,696.66        | 73.44 %   |
| 5100 BENEFITS                  | 194,041.19           | 2,609,600          | 1,863,068.68    | 746,531.32          | 71.39 %   |
| 5205 OPERATING                 | 122,350.41           | 767,878            | 689,153.73      | 78,724.27           | 89.75 %   |
| 5700 CAPITAL OUTLAY            | 90,480.56            | 481,791            | 487,782.56      | <5,991.56>          | 101.24 %  |
| -----                          |                      |                    |                 |                     |           |
| **TOTAL PUBLIC SAFETY          | 825,998.76           | 9,495,340          | 7,179,379.31    | 2,315,960.69        | 75.61 %   |
|                                |                      |                    |                 |                     |           |
| PUBLIC WORKS                   |                      |                    |                 |                     |           |
| 5005 SALARIES                  | 64,208.95            | 1,095,095          | 809,654.06      | 285,440.94          | 73.93 %   |
| 5100 BENEFITS                  | 28,232.96            | 506,312            | 334,781.20      | 171,530.80          | 66.12 %   |
| 5205 OPERATING                 | 175,886.39           | 1,895,212          | 991,174.88      | 904,037.12          | 52.30 %   |
| 5700 CAPITAL OUTLAY            | 5,620.00             | 488,000            | 494,213.54      | <6,213.54>          | 101.27 %  |
| 5800 DEBT SERVICE              | .00                  | 0                  | 187.50          | <187.50>            | .00 %     |
| -----                          |                      |                    |                 |                     |           |
| **TOTAL PUBLIC WORKS           | 273,948.30           | 3,984,619          | 2,630,011.18    | 1,354,607.82        | 66.00 %   |
|                                |                      |                    |                 |                     |           |
| HEALTH AND SOCIAL SERVICES     |                      |                    |                 |                     |           |
| 5005 SALARIES                  | 36,175.85            | 492,860            | 356,263.36      | 136,596.64          | 72.28 %   |
| 5100 BENEFITS                  | 11,230.26            | 155,608            | 104,767.09      | 50,840.91           | 67.33 %   |
| 5205 OPERATING                 | 64,948.32            | 1,058,532          | 529,703.01      | 528,828.99          | 50.04 %   |
| 5700 CAPITAL OUTLAY            | .00                  | 150                | 25.96           | 124.04              | 17.31 %   |
| -----                          |                      |                    |                 |                     |           |
| **TOTAL HEALTH & SOCIAL SERVS  | 112,354.43           | 1,707,150          | 990,759.42      | 716,390.58          | 58.04 %   |

CITY OF MARSHALLTOWN  
BUDGET REPORT BY CATEGORY  
EXCLUDES NON-BUDGETED FUNDS 681-686,  
801-878 and 999  
For the Nine Months Ending March 31, 2016

| DESCRIPTION                   | THIS MONTH<br>ACTUAL | ORIGINAL<br>BUDGET | Y-T-D<br>ACTUAL | REMAINING<br>BUDGET | %<br>USED |
|-------------------------------|----------------------|--------------------|-----------------|---------------------|-----------|
| -----                         |                      |                    |                 |                     |           |
| CULTURE AND RECREATION        |                      |                    |                 |                     |           |
| 5005 SALARIES                 | 67,733.93            | 1,208,557          | 870,014.86      | 338,542.14          | 71.99 %   |
| 5100 BENEFITS                 | 24,401.45            | 410,118            | 260,853.35      | 149,264.65          | 63.60 %   |
| 5205 OPERATING                | 134,993.14           | 1,081,910          | 737,515.99      | 344,394.01          | 68.17 %   |
| 5700 CAPITAL OUTLAY           | 8,100.54             | 194,378            | 138,880.04      | 55,497.96           | 71.45 %   |
| 5865 OTHER EXPENDITURES       | 40.97                | 0                  | 101.03          | <101.03>            | .00 %     |
| -----                         |                      |                    |                 |                     |           |
| **TOTAL CULTURE & RECREATION  | 235,270.03           | 2,894,963          | 2,007,365.27    | 887,597.73          | 69.34 %   |
| COMMUNITY & ECONOMIC DEVELMNT |                      |                    |                 |                     |           |
| 5005 SALARIES                 | 14,779.32            | 246,688            | 134,320.29      | 112,367.71          | 54.45 %   |
| 5100 BENEFITS                 | 5,301.00             | 79,548             | 43,640.80       | 35,907.20           | 54.86 %   |
| 5205 OPERATING                | 97,668.45            | 1,136,343          | 879,887.06      | 256,455.94          | 77.43 %   |
| 5700 CAPITAL OUTLAY           | .00                  | 2,000              | .00             | 2,000.00            | .00 %     |
| 5800 DEBT SERVICE PAYMENTS    | .00                  | 0                  | 62.50           | <62.50>             | .00 %     |
| -----                         |                      |                    |                 |                     |           |
| **TOTAL COMM & ECONOMIC DV    | 117,748.77           | 1,464,579          | 1,057,910.65    | 406,668.35          | 72.23 %   |
| GENERAL GOVERNMENT            |                      |                    |                 |                     |           |
| 5005 SALARIES                 | 44,617.85            | 835,638            | 427,371.17      | 408,266.83          | 51.14 %   |
| 5100 BENEFITS                 | 15,391.02            | 224,914            | 192,171.41      | 32,742.59           | 85.44 %   |
| 5205 OPERATING                | 35,212.99            | 349,648            | 301,084.14      | 48,563.86           | 86.11 %   |
| 5700 CAPITAL OUTLAY           | 31,059.87            | 236,665            | 39,737.95       | 196,927.05          | 16.79 %   |
| 5865 OTHER EXPENDITURES       | <183.05>             | 0                  | 1,142.03        | <1,142.03>          | .00 %     |
| -----                         |                      |                    |                 |                     |           |
| **TOTAL GENERAL GOVERNMENT    | 126,098.68           | 1,646,865          | 961,506.70      | 685,358.30          | 58.38 %   |
| ENTERPRISES                   |                      |                    |                 |                     |           |
| 5005 SALARIES                 | 155,092.78           | 1,779,582          | 1,256,007.56    | 523,574.44          | 70.58 %   |
| 5100 BENEFITS                 | 49,521.57            | 635,238            | 419,159.59      | 216,078.41          | 65.98 %   |
| 5205 OPERATING                | 442,193.10           | 4,120,603          | 3,053,284.49    | 1,067,318.51        | 74.10 %   |
| 5700 CAPITAL OUTLAY           | 6,171.35             | 5,885,300          | 115,345.05      | 5,769,954.95        | 1.96 %    |
| 5800 DEBT SERVICE PAYMENTS    | 8,707.57             | 1,842,640          | 512,582.43      | 1,330,057.57        | 27.82 %   |
| 5865 OTHER EXPENDITURES       | 109.00               | 4,000              | 1,757.94        | 2,242.06            | 43.95 %   |
| -----                         |                      |                    |                 |                     |           |
| **TOTAL ENTERPRISES           | 661,795.37           | 14,267,363         | 5,358,137.06    | 8,909,225.94        | 37.56 %   |
| -----                         |                      |                    |                 |                     |           |
| 5000 **DEBT SERVICE           | .00                  | 3,467,146          | 205,940.00      | 3,261,206.00        | 5.94 %    |
| -----                         |                      |                    |                 |                     |           |

CITY OF MARSHALLTOWN  
BUDGET REPORT BY CATEGORY  
EXCLUDES NON-BUDGETED FUNDS 681-686,  
801-878 and 999  
For the Nine Months Ending March 31, 2016

| DESCRIPTION                                     | THIS MONTH<br>ACTUAL | ORIGINAL<br>BUDGET | Y-T-D<br>ACTUAL | REMAINING<br>BUDGET | %<br>USED   |
|-------------------------------------------------|----------------------|--------------------|-----------------|---------------------|-------------|
| 5000      **CAPITAL PROJECTS                    | 51,547.22            | 17,985,051         | 1,659,602.52    | 16,325,448.48       | 9.23 %      |
| ***TOTAL EXPENDITURES                           | 2,404,761.56         | 56,913,076         | 22,050,612.11   | 34,862,463.89       | 38.74 %     |
| EXCESS OF REVENUES OVER<br>(UNDER) EXPENDITURES | <165,268.96>         | <67,250>           | 9,311,169.14    | <9,378,419.14>      | 13,845.60 % |

COUNCIL  
CNLCCLBYCABBUDGET REPORT BY PROGRAM/DEPARTMENT  
EXCLUDES NON-BUDGETED FUNDS 681-686, 801

04/19/16

13:26:04

844, 999

For the Nine Months Ending March 31, 2016

|      | DESCRIPTION           | PERSONAL<br>SERVICES | OPERATING | CAPITAL<br>OUTLAY | DEBT/OTHER<br>COSTS | TOTAL<br>EXPENSES | ORIGINAL<br>BUDGET | % USED      |
|------|-----------------------|----------------------|-----------|-------------------|---------------------|-------------------|--------------------|-------------|
| 2015 |                       |                      |           |                   |                     |                   |                    |             |
| 100  | PUBLIC SAFETY         |                      |           |                   |                     |                   |                    |             |
| 110  | Police Administratio  | 3,278,483            | 313,857   | 161,391           | 0                   | 3,753,731         | 5,255,242          | 71.43 %     |
| 113  | Police Dispatch       | 669,608              | 151,525   | 83,863            | 0                   | 904,996           | 1,218,494          | 74.27 %     |
| 140  | Fire Protection       | 1,961,438            | 66,648    | 242,529           | 0                   | 2,270,615         | 2,797,006          | 81.18 %     |
| 141  | Fire Training Divisi  | 92,913               | 4,855     | 0                 | 0                   | 97,768            | 138,124            | 70.78 %     |
| 142  | Fire Prevention Bure  | 0                    | 3,558     | 0                 | 0                   | 3,558             | 4,500              | 79.07 %     |
| 170  | Civil Defense         | 0                    | 22,705    | 0                 | 0                   | 22,705            | 29,580             | 76.76 %     |
| 180  | Flood Control         | 0                    | 90,005    | 0                 | 0                   | 90,005            | 394                | 22,843.91 % |
| 240  | Animal Control        | 0                    | 36,000    | 0                 | 0                   | 36,000            | 52,000             | 69.23 %     |
| 100  | PUBLIC SAFETY         | 6,002,442            | 689,153   | 487,783           | 0                   | 7,179,378         | 9,495,340          | 75.61 %     |
| 200  | PUBLIC WORKS          |                      |           |                   |                     |                   |                    |             |
| 120  | Traffic Safety        | 107,486              | 46,686    | 0                 | 0                   | 154,172           | 237,158            | 65.01 %     |
| 160  | Street Lighting       | 17,618               | 152,904   | 0                 | 0                   | 170,522           | 250,972            | 67.94 %     |
| 540  | Solid Waste           | 0                    | 57,795    | 0                 | 0                   | 57,795            | 113,708            | 50.83 %     |
| 710  | Street Maintenance    | 616,536              | 337,383   | 322,337           | 188                 | 1,276,444         | 1,737,509          | 73.46 %     |
| 711  | Street Cleaning       | 0                    | 1,650     | 160,720           | 0                   | 162,370           | 7,500              | 2,164.93 %  |
| 712  | Snow Removal          | 89,672               | 122,312   | 0                 | 0                   | 211,984           | 250,728            | 84.55 %     |
| 740  | Sidewalks             | 0                    | 89,326    | 0                 | 0                   | 89,326            | 55,000             | 162.41 %    |
| 750  | Street Construction   | 0                    | 77,777    | 0                 | 0                   | 77,777            | 711,000            | 10.94 %     |
| 760  | Engineering           | 281,275              | 30,102    | 11,157            | 0                   | 322,534           | 490,437            | 65.76 %     |
| 770  | Airport               | 0                    | 67,919    | 0                 | 0                   | 67,919            | 70,490             | 96.35 %     |
| 790  | Parking System        | 31,848               | 7,321     | 0                 | 0                   | 39,169            | 60,117             | 65.15 %     |
| 200  | PUBLIC WORKS          | 1,144,435            | 991,175   | 494,214           | 188                 | 2,630,012         | 3,984,619          | 66.00 %     |
| 300  | HEALTH AND SOCIAL SER |                      |           |                   |                     |                   |                    |             |
| 210  | Community Health      | 201,808              | 482,671   | 0                 | 0                   | 684,479           | 1,167,344          | 58.64 %     |
| 480  | Senior Citizens Prog  | 0                    | 26,646    | 0                 | 0                   | 26,646            | 137,732            | 19.35 %     |
| 550  | Electrical Inspectio  | 52,869               | 349       | 26                | 0                   | 53,244            | 76,174             | 69.90 %     |
| 560  | Building Inspection   | 133,752              | 2,996     | 0                 | 0                   | 136,748           | 188,728            | 72.46 %     |
| 561  | Rental Inspection     | 72,602               | 8,274     | 0                 | 0                   | 80,876            | 93,877             | 86.15 %     |
| 581  | Nuisance Cleanup      | 0                    | 8,767     | 0                 | 0                   | 8,767             | 43,295             | 20.25 %     |
| 300  | HEALTH AND SOCIAL SER | 461,031              | 529,703   | 26                | 0                   | 990,760           | 1,707,150          | 58.04 %     |
| 400  | CULTURE AND RECREATIO |                      |           |                   |                     |                   |                    |             |
| 310  | Library               | 559,591              | 124,769   | 111,609           | 101                 | 796,070           | 1,039,050          | 76.62 %     |
| 330  | City Band             | 6,253                | 441       | 0                 | 0                   | 6,694             | 9,688              | 69.10 %     |
| 340  | Fisher Community Cen  | 0                    | 57,570    | 0                 | 0                   | 57,570            | 76,760             | 75.00 %     |
| 410  | Parks                 | 363,659              | 114,133   | 27,091            | 0                   | 504,883           | 827,476            | 61.01 %     |
| 420  | Recreation            | 27,998               | 26,578    | 0                 | 0                   | 54,576            | 171,154            | 31.89 %     |
| 421  | Playgrounds/School    | 108,989              | 21,302    | 0                 | 0                   | 130,291           | 189,440            | 68.78 %     |
| 440  | Swimming Pools        | 20,813               | 98,130    | 0                 | 0                   | 118,943           | 219,183            | 54.27 %     |
| 451  | Coliseum              | 15,553               | 19,417    | 180               | 0                   | 35,150            | 50,202             | 70.02 %     |
| 460  | Convention & Tourism  | 0                    | 264,381   | 0                 | 0                   | 264,381           | 260,390            | 101.53 %    |
| 545  | Cable TV              | 28,013               | 10,795    | 0                 | 0                   | 38,808            | 51,620             | 75.18 %     |



| DESCRIPTION               | PERSONAL<br>SERVICES | OPERATING | CAPITAL<br>OUTLAY | DEBT/OTHER<br>COSTS | TOTAL<br>EXPENSES | ORIGINAL<br>BUDGET | % USED   |
|---------------------------|----------------------|-----------|-------------------|---------------------|-------------------|--------------------|----------|
| 400 CULTURE AND RECREATIO |                      |           |                   |                     |                   |                    |          |
| 400 CULTURE AND RECREATIO | 1,130,869            | 737,516   | 138,880           | 101                 | 2,007,366         | 2,894,963          | 69.34 %  |
| 580 Community Beautifica  | 5,145                | 7,725     | 0                 | 0                   | 12,870            | 20,796             | 61.89 %  |
| 581 Nuisance Cleanup      | 0                    | 15,022    | 0                 | 63                  | 15,085            | 0                  | .00 %    |
| 660 Economic Development  | 0                    | 98,755    | 0                 | 0                   | 98,755            | 94,000             | 105.06 % |
| 690 Housing               | 131,115              | 744,688   | 0                 | 0                   | 875,803           | 1,146,769          | 76.37 %  |
| 715 Tree Removal/Maint    | 8,810                | 0         | 0                 | 0                   | 8,810             | 0                  | .00 %    |
| 870 Planning & Zoning     | 32,891               | 13,697    | 0                 | 0                   | 46,588            | 203,014            | 22.95 %  |
| 500 COMMUNITY AND ECONOMI | 177,961              | 879,887   | 0                 | 63                  | 1,057,911         | 1,464,579          | 72.23 %  |
| 600 GENERAL GOVERNMENT    |                      |           |                   |                     |                   |                    |          |
| 810 City Council          | 17,772               | 309       | 0                 | 0                   | 18,081            | 25,407             | 71.17 %  |
| 820 Technical Services    | 80,370               | 2,120     | 0                 | 0                   | 82,490            | 115,622            | 71.34 %  |
| 830 Mayor                 | 6,380                | 376       | 0                 | 0                   | 6,756             | 13,867             | 48.72 %  |
| 831 City Administrator    | 91,404               | 2,102     | 0                 | 0                   | 93,506            | 132,532            | 70.55 %  |
| 840 City Clerk            | 69,980               | 22,861    | 5,620             | 18                  | 98,479            | 147,906            | 66.58 %  |
| 850 Finance               | 322,234              | 81,185    | 22,295            | 441                 | 426,155           | 675,826            | 63.06 %  |
| 860 Legal                 | 0                    | 75,344    | 0                 | 0                   | 75,344            | 90,000             | 83.72 %  |
| 880 City Hall             | 8,502                | 46,706    | 0                 | 0                   | 55,208            | 56,400             | 97.89 %  |
| 889 Elections             | 0                    | 7,779     | 0                 | 0                   | 7,779             | 8,900              | 87.40 %  |
| 890 General Government    | 0                    | 9,602     | 0                 | 684                 | 10,286            | 168,063            | 6.12 %   |
| 891 Data Processing       | 22,900               | 52,702    | 11,823            | 0                   | 87,425            | 212,342            | 41.17 %  |
| 600 GENERAL GOVERNMENT    | 619,542              | 301,086   | 39,738            | 1,143               | 961,509           | 1,646,865          | 58.38 %  |
| 700 BUSINESS TYPE         |                      |           |                   |                     |                   |                    |          |
| 180 Flood Control         | 0                    | 0         | 0                 | 0                   | 0                 | 1,380,000          | .00 %    |
| 430 Pool Concessions      | 10,698               | 9,585     | 200               | 0                   | 20,483            | 42,656             | 48.02 %  |
| 440 Swimming Pools        | 0                    | 10,520    | 0                 | 0                   | 10,520            | 0                  | .00 %    |
| 520 Sewage Treatment      | 872,213              | 1,087,205 | 66,028            | 200,243             | 2,225,689         | 4,536,169          | 49.07 %  |
| 531 Storm Sewer - WPCP    | 173,975              | 51,176    | 14,269            | 444                 | 239,864           | 616,965            | 38.88 %  |
| 532 Dike Maintenance      | 12,320               | 10,015    | 0                 | 0                   | 22,335            | 42,643             | 52.38 %  |
| 533 Storm Sewer - Permit  | 0                    | 0         | 0                 | 0                   | 0                 | 8,000              | .00 %    |
| 540 Solid Waste           | 37,885               | 8,936     | 0                 | 100                 | 46,921            | 55,561             | 84.45 %  |
| 590 Sanitary Sewers       | 231,036              | 1,724,835 | 24,655            | 313,553             | 2,294,079         | 6,811,865          | 33.68 %  |
| 780 Bus                   | 337,041              | 151,012   | 10,193            | 0                   | 498,246           | 773,504            | 64.41 %  |
| 700 BUSINESS TYPE         | 1,675,168            | 3,053,284 | 115,345           | 514,340             | 5,358,137         | 14,267,363         | 37.56 %  |
| 800 DEBT SERVICE          |                      |           |                   |                     |                   |                    |          |
| 990 Intragovernmental Se  | 0                    | 0         | 0                 | 205,940             | 205,940           | 3,467,146          | 5.94 %   |
| 800 DEBT SERVICE          | 0                    | 0         | 0                 | 205,940             | 205,940           | 3,467,146          | 5.94 %   |

COUNCIL

BUDGET REPORT BY PROGRAM/DEPARTMENT

04/19/16

CNLCCLBYCAB

EXCLUDES NON-BUDGETED FUNDS 681-686, 801

13:26:04

844, 999

For the Nine Months Ending March 31, 2016

| DESCRIPTION              | PERSONAL<br>SERVICES | OPERATING | CAPITAL<br>OUTLAY | DEBT/OTHER<br>COSTS | TOTAL<br>EXPENSES | ORIGINAL<br>BUDGET | % USED     |
|--------------------------|----------------------|-----------|-------------------|---------------------|-------------------|--------------------|------------|
| 900 CAPITAL PROJECTS     | 0                    | 5,213     | 0                 | 0                   | 5,213             | 0                  | .00 %      |
| 110 Police Administratio | 0                    | 54,198    | 0                 | 0                   | 54,198            | 16,500,000         | .33 %      |
| 140 Fire Protection      | 0                    | 46        | 0                 | 0                   | 46                | 0                  | .00 %      |
| 410 Parks                | 0                    | 42,720    | 0                 | 0                   | 42,720            | 427,051            | 10.00 %    |
| 530 Storm Sewer - Engine | 0                    | 1,722     | 911               | 0                   | 2,633             | 550,000            | .48 %      |
| 580 Community Beautifica | 0                    | 199       | 799               | 0                   | 998               | 3,000              | 33.27 %    |
| 710 Street Maintenance   | 0                    | 1,161,062 | 0                 | 0                   | 1,161,062         | 0                  | .00 %      |
| 750 Street Construction  | 0                    | 308,342   | 0                 | 0                   | 308,342           | 500,000            | 61.67 %    |
| 770 Airport              | 0                    | 81,551    | 0                 | 0                   | 81,551            | 5,000              | 1,631.02 % |
| 990 Intragovernmental Se | 0                    | 0         | 2,840             | 0                   | 2,840             | 0                  | .00 %      |
| 900 CAPITAL PROJECTS     | 0                    | 1,655,053 | 4,550             | 0                   | 1,659,603         | 17,985,051         | 9.23 %     |
| 2015                     | 11,211,448           | 8,836,857 | 1,280,536         | 721,775             | 22,050,616        | 56,913,076         | 38.74 %    |

For the Period Ending March 31, 2016

| DESCRIPTION                   | REVENUE | EXPENSES  |
|-------------------------------|---------|-----------|
| 101 - GENERAL                 | 380,991 | 1,169,317 |
| 150 - CAPITAL RESERVE FUND    | 45      | 45,422    |
| 151 - CASH FLOW RESERVE FUND  | 238     | 0         |
| 152 - COLISEUM ACTIVITY       | 2,830   | 3,634     |
| 153 - BLDG MAINT FUND         | 132     | 2,500     |
| 201 - GRANTS FRM STATE AGENCY | 1       | 0         |
| 204 - HERSHEY RECREATION      | 2       | 0         |
| 205 - EMERGENCY FUND          | 3,058   | 0         |
| 206 - ROAD USE TAX            | 292,150 | 99,277    |
| 218 - COPS FAST GRANT         | 3,533   | 4,367     |
| 219 - DEPT OF JUSTICE GRANTS  | 0       | 0         |
| 220 - POLICE UNDESGNTD GRANTS | 41      | 4,339     |
| 221 - EMPLOYEE BENEFIT FUND   | 3,187   | 0         |
| 223 - POLICE/FIRE RETIREMENT  | 17,301  | 1,458     |
| 230 - POLICE DONATION FUND    | 5,228   | 445       |
| 233 - SOFTBALL ASSOCIATION    | 6       | 159       |
| 235 - FIRE DEPT DONATION FUND | 0       | 2,192     |
| 236 - M'TOWN TENNIS ASSOC     | 0       | 0         |
| 238 - CITY TORT LIABILITY     | 36      | 1,020     |
| 240 - FIRE DEPT GRANTS        | 0       | 0         |
| 242 - LIBRARY DONATION FUND   | 132     | 15,267    |
| 246 - SEIZED ASSETS FUND      | 24      | 0         |
| 247 - P & R DONATION FUND     | 1,409   | 70        |
| 248 - ECONOMIC DEVELOPMENT    | 14      | 0         |
| 249 - SUBDIVIDER ESCROW       | 3       | 0         |
| 250 - TAX INCREMNT FINANCING  | 12,560  | 2,584     |
| 271 - HOUSING GRANTS          | 344     | 0         |
| 276 - LEAD GRANT #4           | 0       | 0         |
| 277 - HUD EDI GRANTS          | 0       | 339       |
| 278 - LOW RENT VOUCHER PROGRM | 103,322 | 105,531   |
| 281 - CDBG NSP HSNG           | 0       | 1,158     |
| 282 - HUD LEAD MATCH          | 0       | 0         |
| 283 - LEAD GRANT #5           | 60,616  | 79,076    |
| 290 - E911 SURCHARGE          | 75      | 97,692    |
| 291 - LOCAL OPTION SALES TAX  | 232,544 | 44,905    |
| 311 - GO BONDS DEBT FUND      | 39,911  | 0         |
| 401 - BIKE PATH - PHASE II    | 16      | 11,989    |
| 416 - FEDERAL STREET GRANTS   | 0       | 6,744     |
| 417 - RISE STREET GRANTS      | 0       | 0         |
| 450 - CIP COLLECTION FUND     | 7,191   | 0         |
| 460 - AIRPORT PROJECT         | 0       | 2,776     |
| 462 - SPEC ASSMNT PROJECTS    | 0       | 0         |
| 471 - POLICE AND FIRE BUILD   | 16      | 19,994    |
| 473 - 2014 GO BONDS           | 273     | 7,541     |
| 477 - TREES FOREVER PROJECT   | 1       | 88        |
| 478 - 2015 GO BONDS           | 60      | 12,784    |
| 484 - 2013 BOND PROJECTS      | 0       | 0         |
| 489 - CAPITAL STREET PROJECTS | 0       | 0         |
| 490 - GO BOND CAPITAL PRJS    | 0       | 0         |
| 491 - TIF DISTRICT II CAP PRJ | 0       | 300       |
| 492 - TIF DISTRICT 3 CAP PRJS | 1       | 0         |

For the Period Ending March 31, 2016

| DESCRIPTION                   | REVENUE      | EXPENSES     |
|-------------------------------|--------------|--------------|
| 494 - PUBLIC WORKS FACILITY   | 3            | 0            |
| 510 - STORM SEWER             | 97,240       | 30,561       |
| 520 - WPCP OPERATING FUND     | 0            | 290,114      |
| 521 - WPCP REVENUE FUND       | 811,141      | 0            |
| 522 - WPCP SEW REV FUND       | 448          | 4,932        |
| 526 - WPCP CAP IMPR RESERVE   | 286          | 0            |
| 527 - WPCP PLANT IMPR         | 0            | 199          |
| 528 - SANITARY SEWER REHAB    | 0            | 255,515      |
| 529 - SEWER NEW CONSTRUCTION  | 0            | 0            |
| 530 - COMPOSTING              | 2,381        | 21,247       |
| 540 - P&R CONCESSIONS         | 3            | 454          |
| 550 - TRANSIT OPERATING       | 160,700      | 58,772       |
| 681 - OCCUP INSUR ESCROW      | 35           | 3,539        |
| 684 - GRP HEALTH INS ESCROW   | 212,204      | 247,233      |
| 686 - W.C. DEDUCTIBLE         | 11           | 24           |
| 801 - POLICE PENSION          | 1,458        | 0            |
| 844 - SALES TAX               | 0            | 0            |
| 870 - SURETY BONDS/DEPOSITS   | 0            | 0            |
| 871 - IA STATE SLEUTH         | 0            | 0            |
| 991 - CAPITAL ASSET FUND      | 0            | 0            |
| 999 - PAYROLL LIABILITY ACCTS | 0            | 0            |
| GRAND TOTAL                   | 2,453,201.00 | 2,655,558.00 |

COUNCIL PROCEEDINGS  
April 25, 2016

The Marshalltown City Council met in regular session on April 25, 2016, at 5:30 PM, in the Council Chambers at City Hall. Mayor Pro Tempore Wirin called the meeting to order and led the Pledge of Allegiance. Mayor Pro Tempore Wirin recognized Rhonda Allen and Kevin Pigors for five years of service and Rick Lang for twenty five years. Present: Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin. Schubert moved to approve the agenda, removing item #21, regarding the TSB Construction's Workforce Housing Tax Credit Application, second by Greer. Motion approved 7-0.

**CONSENT AGENDA:**

Lamer moved to approve the Consent Agenda: Approve Council meeting Minutes of April 11, 2016; Approve Bill List in the amount of \$ 1,003,742.48; Receipt of Building Report, March 2016; Reappoint to Investment Advisory Committee: Norm Bach, term expires 4/1/2020; Kileen Rezac, term expires 4/1/2019; Sarah Hesmer, term expires 4/1/2018; Resolution 2016-063 Approve Contract and Bond 2015 Oil Mix Streets Overlay Project 76015005, OMG Midwest, \$425,460.00; Tentative Resolution 2016-064 Setting public hearing for the sale of property, 612 W Church St; Resolution 2016-065 Approving Preliminary Master Plan for Eagle View at Wandering Creek 1st Addition, and Final Master Plan for Eagle View at Wandering Creek 1st Addition; Resolution 2016-066 Approving Preliminary Plat for Eagle View at Wandering Creek and Final Plat for Eagle View at Wandering Creek 1st Addition; Resolution 2016-067 Accepting Dedication of Eagle View at Wandering Creek 1st Addition to Marshalltown, Marshall County, Iowa; Resolution 2016-068 Accepting Quit Claim Deed, relating to Eagle View at Wandering Creek 1st Addition, Sanitary and Storm Sewer Easement, Utility and Water main Easement; Renewal liquor licenses: American Legion; Hy-Vee Gas; Abarrotes Villachuato, Goldenland, Zenos Pizza, Best Western Marshalltown, Elmwood Country Club, Tremont on Main, Center Street Station, Walgreens, East Side Liquor and Groceries, The Perfect Setting; second by Martin. Consent agenda adopted 7-0.

Lamer moved to adopt Resolution 2016-060, second by Martin. Lamer amended his motion to adopt Resolution 2016-060 Accepting Bid and Authorizing the Award of Contract for Bio Gas Generator WPCP Project 52015014, Ziegler Power Systems, \$319,165.00; Resolution 2016-061 Approving Contract and Bond for Construction of the Bio Gas Generator WPCP Project 52015014, Ziegler Power Systems, \$319,165.00; Resolution 2016-062 Approving Contract Change Order #1 for the Bio Gas Generator WPCP Project 52015014, Ziegler Power Systems, an increase of \$41,875.00, second by Greer. Resolutions adopted 7-0.

**MOTIONS:**

Greer moved to approve March 2016 financials, second by Schubert. Motion carried 7-0.

Schubert moved to approve Liquor License Transfer for May 13, The Spot, to operate a beer garden in the 13th Street Area, second by Greer. Motion carried 7-0.

Public Works Director Nickel informed the council no bids were received for the second year in a row regarding the 2015 Microsurfacing Project 76015003, resurfacing of South 6<sup>th</sup> Street. A new treatment option is available, which may cost 10% more, but may last twice as long, and may be applied by local asphalt contractors.

**RESOLUTIONS:**

Martin moved to adopt Resolution 2016-069 of Support and Financial Commitment for the Main Street Iowa Program and approving Agreement through July 1, 2018, and providing annual financial support of \$24,000, paid from the Downtown TIF, Urban Renewal Area No 4 Tax Increment Revenue Fund, second by Lamer. Resolution adopted 6-0, with Greer abstaining due to being on the Board of the Main Street Iowa Program.

Hoop moved to adopt Resolution 2016-070 Accepting Bid and Authorizing the Award of Contract for 2016 Mill and Overlay project 76016004, Cessford Construction, \$675,456.50, second by Greer. Resolution adopted 7-0.

Lamer moved to adopt Resolution 2016-071 Approving Contract and Bond for Construction of the 2016 Mill and Overlay project 76016004, Cessford Construction, \$675,456.50, second by Greer. Resolution adopted 7-0.

**DISCUSSION**

Individuals were present from Village Coop, requesting the city install two street lights along the currently undeveloped street. The estimated cost of installing two lights is \$1928, with annual city expense of \$144 for electricity for each street light. The residents of Village Coop reported the developer is not willing to pay for the installation. The residents amended their offer to pay for one of the two lights if the city would pay for the second. Council Minutes of October 24, 2011, were mentioned, "*Grabenbauer moved to add two street lights to the electric bill as requested by Village Cooperative, with requestors paying for the street light installation, second by Schubert. Motion approved 7-0.*" The minutes from 2011 will be reviewed and the council will discuss this item at the next council meeting, with possible action, on May 9.

COUNCIL PROCEEDINGS  
April 25, 2016

**PUBLIC COMMENT**

Paul Alman, 1906 Bailey Drive, encouraged individuals to participate in Bike to Work Week, May 16 – 20. Bill Egleston, 509 Brentwood Road, suggested the hump at the railroad on Boone Street be removed. Fire Chief Rierson reported the fire department won the American Lung Association's Fight for Air Climb competition seven years in a row. Chief Rierson announced a partnership with Crimestoppers to offer cash award to assist in identifying the individual responsible for setting fires.

**CLOSED SESSION:**

Lamer moved to enter into closed session pursuant to Section 21.5, subsection 1, paragraph c, of the Code of Iowa, to discuss strategy with counsel in matters where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the city in that litigation, second by Martin. Motion adopted 7-0. The City of Marshalltown has an attorney-client relationship with Attorney Roger Schoell, appointed as City Attorney on May 5, 2014, by Council Resolution #2014-047.

**OPEN SESSION:**

Schubert moved to go into open session, second by Greer. Motion carried 7-0.

Greer moved to direct staff to proceed as directed in closed session, second by Schubert. Motion carried 7-0.

**ADJOURNMENT**

The meeting adjourned at 6:52 PM.

Respectfully submitted,

\_\_\_\_\_  
Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

\_\_\_\_\_  
Bethany R. Wirin, Mayor Pro Tempore

\_\_\_\_\_  
Shari L. Coughenour, CMC, City Clerk





**COUNCIL AGENDA**  
**CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET**  
**APRIL 25, 2016, at 5:30 PM**

**NOTICE TO PUBLIC:** The Mayor and City Council welcome comment from the public during discussion. You are required to step to the microphone, state your name and address for the record and to limit the time used to present your remarks in order that others may be given the opportunity to speak.

**CALL TO ORDER:** Mayor James L. Lowrance

**PLEDGE OF ALLEGIANCE:**

**ROLL CALL:** Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin.

**MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS:**

Years of Service:

5 years: Rhonda Allen, Kevin Pigors

25 years: Rick Lang

**APPROVAL OF AGENDA:**

**CONSENT AGENDA:** All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time Council votes on the motion.

1. Approve Council meeting Minutes of April 11, 2016.
2. Approve Bill List in the amount of \$ 1,003,742.48
3. Receipt of Building Report, March 2016.
4. Reappoint to Investment Advisory Committee: Norm Bach, term expires 4/1/2020; Kileen Rezac, term expires 4/1/2019; Sarah Hesmer, term expires 4/1/2018.
5. Resolution 2016-060 Accepting Bid and Authorizing the Award of Contract for Bio Gas Generator WPCP Project 52015014, Ziegler Power Systems, \$319,165.00.
6. Resolution 2016-061 Approving Contract and Bond for Construction of the Bio Gas Generator WPCP Project 52015014, Ziegler Power Systems, \$319,165.00
7. Resolution 2016-062 Approving Contract Change Order #1 for the Bio Gas Generator WPCP Project 52015014, Ziegler Power Systems, an increase of \$41,875.00.
8. Resolution 2016-063 Approve Contract and Bond 2015 Oil Mix Streets Overlay Project 76015005, OMG Midwest, \$425,460.00.
9. Tentative Resolution 2016-064 Setting public hearing for the sale of property, 612 W Church St.
10. Resolution 2016-065 Approving Preliminary Master Plan for Eagle View at Wandering Creek 1<sup>st</sup> Addition, and Final Master Plan for Eagle View at Wandering Creek 1<sup>st</sup> Addition.
11. Resolution 2016-066 Approving Preliminary Plat for Eagle View at Wandering Creek and Final Plat for Eagle View at Wandering Creek 1<sup>st</sup> Addition.

Visit [www.ci.marshalltown.ia.us](http://www.ci.marshalltown.ia.us)

Please refer to the previous Council packet for attachments not included with this agenda packet. Complete agenda packets are available for inspection for the public at the City Clerk's Office, the Marshalltown Public Library and the city's website.

Marshalltown



12. Resolution 2016-067 Accepting Dedication of Eagle View at Wandering Creek 1<sup>st</sup> Addition to Marshalltown, Marshall County, Iowa.
13. Resolution 2016-068 Accepting Quit Claim Deed, relating to Eagle View at Wandering Creek 1<sup>st</sup> Addition, Sanitary and Storm Sewer Easement, Utility and Water main Easement.
14. Renewal liquor licenses: American Legion; Hy-Vee Gas; Abarrotes Villachuato, Goldenland, Zenos Pizza, Best Western Marshalltown, Elmwood Country Club, Tremont on Main, Center Street Station, Walgreens, East Side Liquor and Groceries, The Perfect Setting.

**(end of consent agenda items)**

**MOTION:**

15. Approve March 2016 financials.
16. Approve Liquor License Transfer for May 13, The Spot, to operate a beer garden in the 13th Street Area.
17. Regarding 2015 Microsurfacing Project 76015003, no bids received.

**RESOLUTIONS:**

18. Resolution 2016-069 of Support and Financial Commitment for the Main Street Iowa Program and approving Agreement through July 1, 2018, and providing annual financial support of \$24,000, paid from the Downtown TIF, Urban Renewal Area No 4 Tax Increment Revenue Fund.
19. Resolution 2016-070 Accepting Bid and Authorizing the Award of Contract for 2016 Mill and Overlay project 76016004, Cessford Construction, \$675,456.50.
20. Resolution 2016-071 Approving Contract and Bond for Construction of the 2016 Mill and Overlay project 76016004, Cessford Construction, \$675,456.50.
21. Resolution 2016-072 in Support of TSB Construction's Workforce Housing Tax Credit Application to Iowa Economic Development Authority

**DISCUSSION:**

22. Village Coop Street light request for the city to pay for installation.

**PUBLIC COMMENTS:**

**CLOSED SESSION**

23. Closed session pursuant to Section 21.5, subsection 1, paragraph c, of the Code of Iowa, to discuss strategy with counsel in matters where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the city in that litigation. The City of Marshalltown has an attorney-client relationship with Attorney Roger Schoell, appointed as City Attorney on May 5, 2014, by Council Resolution #2014-047.

**OPEN SESSION:**(If appropriate and recommended by legal counsel.)

24. Council to adopt recommendations of legal counsel proposed in closed session.

**ADJOURNMENT:**

Visit [www.ci.marshalltown.ia.us](http://www.ci.marshalltown.ia.us)

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Marshalltown



COUNCIL PROCEEDINGS  
April 11, 2016

The Marshalltown City Council met in regular session on April 11, 2016, at 5:30 PM, in the Council Chambers at City Hall. Mayor Pro Tempore Wirin called the meeting to order and led the Pledge of Allegiance. Mayor Pro Tempore Wirin recognized Patrick Cornwell for fifteen years of service. Present: Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin. Police and Fire building appraisals may be available for council review on May 9. Service Line Warranties are sending out letters in the middle of May. This independent company is soliciting for sewer line coverage for homeowners. The solicitation letter from Sewer Line Warranties [www.slwofa.com](http://www.slwofa.com) has the city logo and is signed by Mayor Lowrance. Schubert moved to approve the agenda, second by Greer. Motion approved 7-0.

**CONSENT AGENDA:**

Gowdy moved to approve the Consent Agenda: Approve Council meeting Minutes of March 28, 2016; Approve Bill List in the amount of \$ 1,452,037.18; Approve Purchases between \$10,000 and \$35,000 and Vertical Public Improvements below \$36,000 Approved by City Administrator: Service Master, Police janitorial services, \$12,000; BDH Technologies, server and install, \$10,069.66; RICOH LLC, two copiers (city clerk & public works department), \$11,420; Appoint Judith Lindholm to the Library Board, replacing Barbara Burt as county representative; Resolution 2016-054 Approving Contract and Bond for the 2016 Sanitary Sewer Televising project 59015011A, HydroKlean, LLC, \$71,327.93; second by Greer. Consent agenda adopted 7-0.

**REPORT:**

Public Works Director Justin Nickel reminded individuals to keep from putting leaves and grass out of the street. The council passed an ordinance prohibiting placing materials in the street, including leaves and grass. Penalties have been enhanced for violating municipal ordinances. It is important to protect the storm water intakes. Excessive organic material in the storm water has a toxic effect on our waterways.

**RESOLUTIONS:**

Martin moved to adopt Resolution 2016-055 Authorizing an Agreement with Eide Bailly to provide Audit Services for fiscal years ending June 30, 2016, June 30, 2017, and June 30, 2018, second by Lamer. Resolution adopted 7-0.

**PUBLIC HEARING**

Mayor Pro Tempore Wirin declared the public hearing open for the transit funding application. There were no public or written comments. Mayor Pro Tempore Wirin closed the public hearing. Schubert moved to adopt Resolution 2016-056 IDOT Authorizing Resolution-Authorizing Financial Assistance Application and approving contracts with the Iowa Department of Transportation for the State Transit Assistance Program, Federal Funds and Statewide Federal Capital Assistance, second by Greer. Resolution adopted 7-0.

**PUBLIC HEARING**

Mayor Pro Tempore Wirin declared the public hearing open for the 2016 PCC Patch Repair Project 76016006A. There were no public or written comments. Mayor Pro Tempore Wirin closed the public hearing. Greer moved to adopt Resolution 2016-057 Approving Plans & Specifications, Form of Contract and Cost for the 2016 PCC Patch Repair Project 76016006A, second by Gowdy. Resolution adopted 7-0.

**PUBLIC HEARING**

Mayor Pro Tempore Wirin declared the public hearing open for the Plans & Specifications, 2016 Craig Circle Rebuild Project 76016005A. David Thomas, 507 Craig Circle spoke in favor of the project. There were no written comments. Mayor Pro Tempore Wirin closed the public hearing. Greer moved to adopt Resolution 2016-058 Approving Plans & Specifications, Form of Contract and Cost for the 2016 Craig Circle Rebuild Project 76016005A, second by Lamer. Resolution adopted 7-0.

**PUBLIC HEARING**

Mayor Pro Tempore Wirin declared the public hearing open for the Easement Agreement to Downtown Leases & Lofts, LLC, for the Purpose of Constructing a Storm Water Detention Project - relating to Kibbey Building / Parking Lot O. There were no public or written comments. Mayor Pro Tempore Wirin closed the public hearing. Greer moved to adopt Resolution 2016-059 Adopting Tentative Resolution (2016-053) Providing for the Easement Agreement to Downtown Leases & Lofts, LLC, for the Purpose of Constructing a Storm Water Detention Project - relating to Kibbey Building / Parking Lot O, second by Schubert. Resolution adopted 6-1, Lamer dissenting.

**DISCUSSION**

There were no items for discussion on the agenda.

**PUBLIC COMMENT**

Individuals from Village Coop requested installation of two street lights at city expense for ease of individuals walking in the street. Adding two street lights at city expense conflicts with established policy. The estimated cost of installing two lights is \$1928, with annual city expense of \$144 for electricity for each street light. Councilor Lamer asked the residents of Village Coop to check with the developer of the project to see if he would pay for the cost of the lights.

COUNCIL PROCEEDINGS  
April 11, 2016

**CLOSED SESSION:**

Lamer moved to enter into closed session pursuant to Section 21.5 subsection (1) paragraph (j) OF THE CODE OF IOWA to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property, second by Greer. Motion carried 7-0. The City of Marshalltown has an attorney-client relationship with Attorney Roger Schoell, appointed as City Attorney on May 5, 2014, by Council Resolution #2014-047.

**OPEN SESSION:**

Martin moved to go into open session, second by Schubert. Motion carried 7-0.

Gowdy moved to direct staff to proceed with offer as proposed in closed session, second by Greer. Motion carried 7-0.

**ADJOURNMENT**

The meeting adjourned at 6:20 PM.

Respectfully submitted,

\_\_\_\_\_  
Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

\_\_\_\_\_  
Bethany R. Wirin, Mayor Pro Tempore

\_\_\_\_\_  
Shari L. Coughenour, CMC, City Clerk



the City of  
**Marshalltown**

  
Scott A. Riemenschneider, Chief Building Official

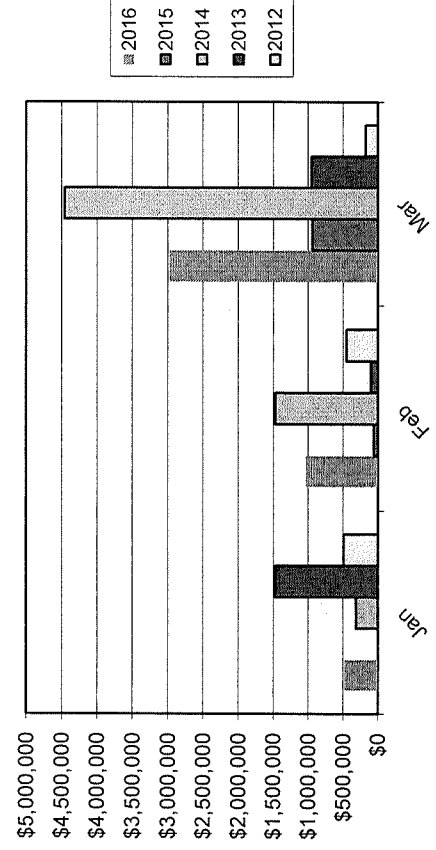
## Total Improvement Value Comparison

|      | Jan         | Feb         | Mar         | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | YTD         |
|------|-------------|-------------|-------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|
| 2016 | \$479,000   | \$1,034,000 | \$2,977,000 |     |     |     |     |     |     |     |     |     | \$4,490,000 |
| 2015 | \$0         | \$57,000    | \$941,000   |     |     |     |     |     |     |     |     |     | \$998,000   |
| 2014 | \$311,000   | \$1,470,000 | \$4,457,000 |     |     |     |     |     |     |     |     |     | \$6,238,000 |
| 2013 | \$1,470,000 | \$101,000   | \$953,000   |     |     |     |     |     |     |     |     |     | \$2,524,000 |
| 2012 | \$489,000   | \$449,000   | \$178,000   |     |     |     |     |     |     |     |     |     | \$1,116,000 |

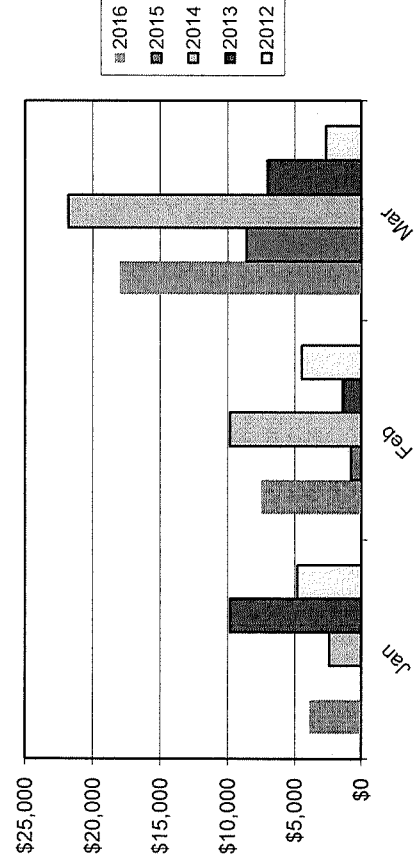
## Total Fees Received Comparison

|      | Jan     | Feb     | Mar      | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | YTD      |
|------|---------|---------|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|----------|
| 2016 | \$3,860 | \$7,490 | \$18,014 |     |     |     |     |     |     |     |     |     | \$29,364 |
| 2015 | \$0     | \$762   | \$8,610  |     |     |     |     |     |     |     |     |     | \$9,372  |
| 2014 | \$2,414 | \$9,824 | \$21,811 |     |     |     |     |     |     |     |     |     | \$34,049 |
| 2013 | \$9,824 | \$1,416 | \$7,030  |     |     |     |     |     |     |     |     |     | \$18,270 |
| 2012 | \$4,789 | \$4,470 | \$2,640  |     |     |     |     |     |     |     |     |     | \$11,399 |

Total Improvement Value Comparison



Total Fees Received Comparison



Row

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT  
FOR BIO GAS GENERATOR WPCP IN THE CITY OF MARSHALLTOWN, IOWA BEING  
PROJECT NO. 52015014  
IN THE AMOUNT OF \$319,165.00

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the Bio Gas Generator WPCP, being Project No.52015014, in the City of Marshalltown, as described in the plans and specifications therefore, and

WHEREAS, there has been filed with the City Clerk in response to the published notice to the bidders referred to above, certain proposals for the construction of the above designated improvement with the required certified checks or bid bond accompanying each proposal from the following bidders, to-wit:

| <u>Name and Address of Bidders</u>                                               | <u>Amount of Bid</u> |
|----------------------------------------------------------------------------------|----------------------|
| ZIEGLER POWER SYSTEMS<br>901 W 94 <sup>TH</sup> ST<br>BLOOMINGTON MN 55420       | \$319,165.00         |
| INTERSTATE POWER SYSTEMS INC.<br>2601 AMERICAN BLVD. E.<br>MINNEAPOLIS, MN 55425 | \$536,500.00         |

After consideration of all bids filed, there was determined by the Council that the bid of Ziegler Power Systems is the best and lowest responsible bid for the public improvement as is herein outlined.

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

Section 1. That the bid of Ziegler Power Systems , and the same is hereby accepted for the construction of the improvement as described in the plans and specifications therefore, as previously ordered by the Council, and that the contract for the construction of same is now awarded to said contractor in the total amount Three hundred nineteen thousand one hundred sixty five and 00/100=====\$319,165.00) Dollars.

Section 2. The Mayor and Clerk of the City of Marshalltown, Iowa are hereby authorized and directed to execute the contract with the contractor for the public improvement as is herein referred to, and that upon the contractor filing the required bond that the said bond and contract be then submitted to this Council for final approval as provided by law.

Section 3. The final settlement upon the contract, as referred to herein with said contractor, shall be upon the basis of the unit prices as are set forth in the bid of said contractor and for the actual quantities for each item of materials furnished or work performed in the



construction of this public improvement. The said contract is subject to all of the conditions as are contained in the resolution ordering construction of this improvement, the notice to bidders as published, the terms of the bidders written proposal, the plans and specifications as are provided therefore, all of which are made a part of this resolution and the said bidders contract by reference as though the same were set out herein verbatim and in specific detail.

Section 4. This resolution as now adopted shall be in full force and binding effect upon the City of Marshalltown, Iowa, upon the final approval of the completed contract with the successful bidder and the approval of the contractor's surety bond by resolution of this Council.

Passed this 11<sup>th</sup> day of April 2016, and signed this \_\_\_\_\_ day of April 2016.

CITY OF MARSHALLTOWN, IOWA

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James L. Lowrance, Mayor

ATTEST:

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Shari L. Coughenour, CMC, City Clerk

# Notice of Award

|                                                                            |                                         |
|----------------------------------------------------------------------------|-----------------------------------------|
| Project: <b>Procurement of Biogas Generator and Gas Cleaning Equipment</b> | Date of Award: <b>April 11, 2016</b>    |
| Owner: <b>City of Marshalltown, Iowa</b>                                   | Owner's Contract No.: <b>52015014</b>   |
| Engineer: <b>FOX Engineering</b>                                           | Engineer's Project No.: <b>2407-14A</b> |
| Bidder: <b>Zeigler Power Systems</b>                                       |                                         |

You are notified that your Bid dated March 08, 2016 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Biogas Generator component of the Procurement of Biogas Generator and Gas Cleaning Equipment, Marshalltown Water Pollution Control Plant.

The Contract Price of your Contract is Three Hundred Nineteen Thousand One Hundred Sixty Five Dollars and No/100 (\$319,165.00).

3 copies of each of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner 3 fully executed counterparts of the Procurement Agreement including all Contract Documents. Each of the Contract Documents must bear a signature where indicated.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Advertisement for Bids and Instructions to Bidders.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Procurement Agreement with the Contract Documents.

Owner: City of Marshalltown, Iowa

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

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

Copy to Engineer, Owner & Contractor

April 1, 2016

Justin Nickel  
Director of Public Works  
City of Marshalltown  
24 North Center St  
Marshalltown, IA 50158

**Re: Recommendation of Award**  
**Procurement of Biogas Generator and Gas Cleaning Equipment 52015014**  
**Water Pollution Control Plant**  
FOX PN 2407-14A.440

Dear Justin:

Bids were received on March 08, 2016 for the Procurement of a Biogas Generator and Gas Cleaning Equipment for the Marshalltown Water Pollution Control Plant. Bids were accepted for either the Biogas Generator or the Gas Cleaning Equipment or as a combined package. A Bid Tabulation Summary is enclosed for your reference.

### **Biogas Generator**

Bids were to be evaluated on the basis of the lowest 20-Year Present Worth Value (PWV). The PWV for the Biogas Generator is a sum of the Lump Sum Base Bid Price (capital cost and two years of maintenance) plus the 20-Year Net Present Value Cost Adjustment as calculated from Table A, Attachment A of the Bid Form. Three bids were received; Ziegler Power Systems (Supplier A1), Interstate Power Systems, Inc. (Supplier A2), and Engineered Equipment Solutions (Supplier A3). Supplier A1 submitted a Lump Sum Base Bid Price (LSBBP) of \$319,165 and had a PWV of \$774,122. Supplier A2 submitted a LSBBP of \$536,500 with a PWV of \$887,312. Supplier A3 took exception to the bonding requirements and was considered non-responsive; therefore, the bid was not read. Supplier A1 submitted the lowest LSBBP and lowest PWV. Although bids were evaluated and awarded based on the 20-Year PWV, the contract amount will be based on the LSBBP.

To evaluate their Bid, we reviewed the calculations in Table A, Attachment A and reviewed the required bid attachments. We have found the maintenance costs submitted to be reasonable and acceptable. Based upon the evaluation, Supplier A1 is the apparent low bidder.

The Bidders were required to submit a list of qualifications to reflect project experience and the list was reviewed for adequacy for this project. Based on our review, we believe that Supplier A1 has adequate experience and expertise to complete this project.

Based on these investigations, we believe Zeigler Power Systems has the experience, expertise and resources necessary to complete the work. Therefore, we recommend that the Procurement of Biogas Generator for the Marshalltown Water Pollution Control Plant be awarded to Ziegler Power Systems for their Total Lump Sum Base Bid Price of \$319,165. We believe this represents the lowest responsive, responsible bid for the project.

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## Gas Cleaning Equipment

Bids for the Gas Cleaning Equipment were to be evaluated on the basis of the lowest 20-Year PWV in a similar manner as for the Biogas Generator. The PWV for the Gas Cleaning Equipment includes the LSBBP plus the 20-Year Net Present Value Cost Adjustment as calculated from Table B, Attachment A of the Bid Form. Only one bid was received for Gas Cleaning Equipment; which was from Varec Biogas (Supplier B1). Supplier B1 submitted a LSBBP of \$273,777.50 and had a PWV of \$519,532.20.

Post bid Zeigler Power Systems proposed substituting an engine that can accommodate lower quality gas. This would eliminate the need for the Gas Cleaning Equipment. To withstand the more corrosive gas, the engine will require upgrading some parts and more frequent oil changes resulting in an increase of price of \$41,875; thus, increasing the base bid amount to \$361,040.00. This figure remains below the base bid submitted by Supplier A2.

The annual operations and maintenance cost will also increase by a nominal amount. The anticipated increase of \$7,778.00 per year is significantly less than the \$25,976.61 per year that would be required for the Gas Cleaning Equipment.

For these reasons we are recommending that the bid for Gas Cleaning System be rejected. The modifications required to upgrade the Biogas Generator to accommodate lower quality gas will be addressed by Change Order subsequent to the Award.

We have enclosed three copies of the Notice of Award based on the above recommendations for your use. Please sign and return two original copies to me after Council action. We will then forward to Zeigler Power Systems along with the conformed Contract Documents for their acceptance.

Please contact us with any questions or comments regarding this recommendation. We will prepare the contract documents for execution by the contract parties.

Very truly yours,  
FOX Engineering Associates, Inc.

Lance Aldrich, P.E.  
Project Manager

Enclosures

cc: Bob Ranson, Marshalltown WPCP

BID TABULATION

**Procurement of Biogas Generator & Gas Cleaning Equipment**  
**52015014**  
**Marshalltown, Iowa**

BID DATE: March 8, 2016 at 10:00AM  
 FOX PN: 2407-14A.440

| CHECK OR BID BOND<br>Addendum No. 1 | ENGINEER'S ESTIMATE | Varec Biogas<br>6101 Ball Road #201<br>Cypress, CA 90630 | Ziegler Power Systems<br>901 W 94th Street<br>Bloomington, MN 55420 | Interstate Power Systems, Inc.<br>2601 American Blvd E<br>Minneapolis, MN 55425 | EES, Inc.<br>203 E. Main St<br>State Center, IA 50247 |
|-------------------------------------|---------------------|----------------------------------------------------------|---------------------------------------------------------------------|---------------------------------------------------------------------------------|-------------------------------------------------------|
|                                     |                     | Check                                                    | 10%                                                                 | 10%                                                                             | No Bid Bond                                           |
| DESCRIPTION                         |                     | X<br>TOTAL<br>PRICE                                      | TOTAL<br>PRICE                                                      | X<br>TOTAL<br>PRICE                                                             | TOTAL<br>PRICE                                        |
| 4.01                                | \$501,000.00        | No bid                                                   | \$ 319,165.00                                                       | \$438,000.00 & \$98,500.00 for<br>Maintenance = \$536,500.00                    |                                                       |
| 4.02                                | \$120,000.00        | \$ 273,777.50                                            | No bid                                                              | No bid                                                                          |                                                       |
| 4.03                                | \$621,000.00        | No bid                                                   | No bid                                                              | Missing (no bid)                                                                |                                                       |
|                                     |                     |                                                          |                                                                     |                                                                                 |                                                       |

PREPARED BY:  
 FOX ENGINEERING ASSOCIATES, INC.  
 AMES, IOWA



James L. Lowrance, Mayor  
Randy Wetmore, Administrator  
Justin Nickel, Public Works Director  
24 North Center Street  
Marshalltown, IA 50158-4911  
Tel - (641) 754-5734  
Fax - (641) 754-5793

## DEPARTMENT OF PUBLIC WORKS

April 19, 2016

**To: Mayor James L. Lowrance  
Members of the City Council**

**From:** Justin Nickel  
Director of Public Works

**Re:** Accept Bids and Award Contract – Ziegler Power Systems for the Procurement of Biogas Generator (52015014) amount of \$319,165.00.

**Policy Issue:** City policy requires Governing Body approval of Agreements when consideration exceeds \$36,000.

**Recommendation:** Staff recommends awarding the procurement contract to Ziegler Power Systems for the Procurement of Biogas Generator (52015014) amount of \$319,165.00. The Engineers Estimate of probable cost was \$501,000.00.

**Background:** Bids were opened on March 8, 2016 for the biogas generator replacement at the WPCP. Three bidding options were included: biogas generator, gas cleaning system, and bid for both. The need for gas cleaning was due to high hydrogen sulfide content of the biogas produced. Ziegler did not provide a bid for gas cleaning equipment. In exchange, Ziegler has proposed a change order to the engine specified, requiring substituting more robust parts for specific parts exposed to the corrosive gases and increase the frequency of oil changes, and other maintenance tasks as needed, during the first two years of service.

**Budget Impact:** The price of the bid received and the additional equipment is less than accepting the bid for the engine and the gas cleaning system combined. This project will be funded with bond sale proceeds.

**Attachment:** Bid Tab.

cc: Randy Wetmore, City Administrator

**City Council**  
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop  
Bill Martin, Robert Schubert, Bethany Wirin



RW

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT  
FOR BIO GAS GENERATOR WPCP IN THE CITY OF MARSHALLTOWN, IOWA BEING  
PROJECT NO. 52015014  
IN THE AMOUNT OF \$319,165.00

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the Bio Gas Generator WPCP, being Project No.52015014, in the City of Marshalltown, as described in the plans and specifications therefore, and

WHEREAS, there has been filed with the City Clerk in response to the published notice to the bidders referred to above, certain proposals for the construction of the above designated improvement with the required certified checks or bid bond accompanying each proposal from the following bidders, to-wit:

| <u>Name and Address of Bidders</u>                                               | <u>Amount of Bid</u> |
|----------------------------------------------------------------------------------|----------------------|
| ZIEGLER POWER SYSTEMS<br>901 W 94 <sup>TH</sup> ST<br>BLOOMINGTON MN 55420       | \$319,165.00         |
| INTERSTATE POWER SYSTEMS INC.<br>2601 AMERICAN BLVD. E.<br>MINNEAPOLIS, MN 55425 | \$536,500.00         |

After consideration of all bids filed, there was determined by the Council that the bid of Ziegler Power Systems is the best and lowest responsible bid for the public improvement as is herein outlined.

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

Section 1. That the bid of Ziegler Power Systems , and the same is hereby accepted for the construction of the improvement as described in the plans and specifications therefore, as previously ordered by the Council, and that the contract for the construction of same is now awarded to said contractor in the total amount Three hundred nineteen thousand one hundred sixty five and 00/100=====(\$319,165.00) Dollars.

Section 2. The Mayor and Clerk of the City of Marshalltown, Iowa are hereby authorized and directed to execute the contract with the contractor for the public improvement as is herein referred to, and that upon the contractor filing the required bond that the said bond and contract be then submitted to this Council for final approval as provided by law.

Section 3. The final settlement upon the contract, as referred to herein with said contractor, shall be upon the basis of the unit prices as are set forth in the bid of said contractor and for the actual quantities for each item of materials furnished or work performed in the



construction of this public improvement. The said contract is subject to all of the conditions as are contained in the resolution ordering construction of this improvement, the notice to bidders as published, the terms of the bidders written proposal, the plans and specifications as are provided therefore, all of which are made a part of this resolution and the said bidders contract by reference as though the same were set out herein verbatim and in specific detail.

Section 4. This resolution as now adopted shall be in full force and binding effect upon the City of Marshalltown, Iowa, upon the final approval of the completed contract with the successful bidder and the approval of the contractor's surety bond by resolution of this Council.

Passed this 25<sup>th</sup> day of April 2016, and signed this \_\_\_\_\_ day of April 2016.

CITY OF MARSHALLTOWN, IOWA

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James L. Lowrance, Mayor

ATTEST:

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Shari L. Coughenour, CMC, City Clerk

BID TABULATION

Procurement of Biogas Generator & Gas Cleaning Equipment  
52015014  
Marshalltown, Iowa

BID DATE: March 8, 2016 at 10:00AM

FOX PN: 2407-14A.440

| CHECK OR BID BOND<br>Addendum No. 1 | ENGINEER'S ESTIMATE | Varec Biogas<br>6101 Ball Road #201<br>Cypress, CA 90630 | Ziegler Power Systems<br>901 W 94th Street<br>Bloomington, MN 55420 | Interstate Power Systems, Inc.<br>2801 American Blvd E<br>Minneapolis, MN 55425 | EES, Inc.<br>203 E. Main St<br>State Center, IA 50247 |
|-------------------------------------|---------------------|----------------------------------------------------------|---------------------------------------------------------------------|---------------------------------------------------------------------------------|-------------------------------------------------------|
|                                     |                     | Check<br>X                                               | 10%                                                                 | 10%                                                                             | No Bid Bond                                           |
| DESCRIPTION                         |                     | TOTAL<br>PRICE                                           | TOTAL<br>PRICE                                                      | TOTAL<br>PRICE                                                                  | TOTAL<br>PRICE                                        |
| 4.01                                | \$501,000.00        | No bid                                                   | \$ 319,165.00                                                       | \$438,000.00 & \$98,500.00 for<br>Maintenance = \$536,500.00                    |                                                       |
| 4.02                                | \$120,000.00        | \$ 273,777.50                                            | No bid                                                              | No bid                                                                          |                                                       |
| 4.03                                | \$621,000.00        | No bid                                                   | No bid                                                              | Missing (no bid)                                                                |                                                       |

PREPARED BY:  
FOX ENGINEERING ASSOCIATES, INC.  
AMES, IOWA



April 18, 2016

Justin Nickel  
Director of Public Works  
City of Marshalltown  
24 North Center St  
Marshalltown, IA 50158

**Re: Recommendation of Award and Contract**  
**Procurement of Biogas Generator and Gas Cleaning Equipment 52015014**  
**Water Pollution Control Plant**  
FOX PN 2407-14A.440

Dear Justin:

Bids were received on March 08, 2016 for the Procurement of a Biogas Generator and Gas Cleaning Equipment for the Marshalltown Water Pollution Control Plant. Bids were accepted for either the Biogas Generator or the Gas Cleaning Equipment or as a combined package. A Bid Tabulation Summary is enclosed for your reference.

#### **Biogas Generator**

Bids were to be evaluated on the basis of the lowest 20-Year Present Worth Value (PWV). The PWV for the Biogas Generator is a sum of the Lump Sum Base Bid Price (capital cost and two years of maintenance) plus the 20-Year Net Present Value Cost Adjustment as calculated from Table A, Attachment A of the Bid Form. Three bids were received; Ziegler Power Systems (Supplier A1), Interstate Power Systems, Inc. (Supplier A2), and Engineered Equipment Solutions (Supplier A3). Supplier A1 submitted a Lump Sum Base Bid Price (LSBBP) of \$319,165 and had a PWV of \$774,122. Supplier A2 submitted a LSBBP of \$536,500 with a PWV of \$887,312. Supplier A3 took exception to the bonding requirements and was considered non-responsive; therefore, the bid was not read. Supplier A1 submitted the lowest LSBBP and lowest PWV. Although bids were evaluated and awarded based on the 20-Year PWV, the contract amount will be based on the LSBBP.

To evaluate their Bid, we reviewed the calculations in Table A, Attachment A and reviewed the required bid attachments. We have found the maintenance costs submitted to be reasonable and acceptable. Based upon the evaluation, Supplier A1 is the apparent low bidder.

The Bidders were required to submit a list of qualifications to reflect project experience and the list was reviewed for adequacy for this project. Based on our review, we believe that Supplier A1 has adequate experience and expertise to complete this project.

Based on these investigations, we believe Ziegler Power Systems has the experience, expertise and resources necessary to complete the work. Therefore, we recommend that the Procurement of Biogas Generator for the Marshalltown Water Pollution Control Plant be awarded to Ziegler Power Systems for their Total Lump Sum Base Bid Price of \$319,165. We believe this represents the lowest responsive, responsible bid for the project.

---

### Gas Cleaning Equipment

Bids for the Gas Cleaning Equipment were to be evaluated on the basis of the lowest 20-Year PWV in a similar manner as for the Biogas Generator. The PWV for the Gas Cleaning Equipment includes the LSBBP plus the 20-Year Net Present Value Cost Adjustment as calculated from Table B, Attachment A of the Bid Form. Only one bid was received for Gas Cleaning Equipment; which was from Varec Biogas (Supplier B1). Supplier B1 submitted a LSBBP of \$273,777.50 and had a PWV of \$519,532.20.

Post bid, Zeigler Power Systems proposed substituting an engine that can accommodate lower quality gas. This would eliminate the need for the Gas Cleaning Equipment. To withstand the more corrosive gas, the engine will require upgrading some parts and more frequent oil changes resulting in an increase of price of \$41,875; thus, increasing the base bid amount to \$361,040.00. This figure remains below the base bid submitted by Supplier A2.

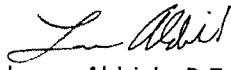
The annual operations and maintenance cost will also increase by a nominal amount. The anticipated increase of \$7,778.00 per year is significantly less than the \$25,976.61 per year that would be required for the Gas Cleaning Equipment.

For these reasons we are recommending that the bid for Gas Cleaning System be rejected. The modifications required to upgrade the Biogas Generator to accommodate lower quality gas will be addressed by Change Order subsequent to the approval of the Contract Documents.

We have enclosed three copies of the Contract Documents on the above recommendations for your use. Please sign and return two copies to me after Council action. We will then forward to Zeigler Power Systems.

Please contact us with any questions or comments regarding this recommendation.

Very truly yours,  
FOX Engineering Associates, Inc.

  
Lance Aldrich, P.E.  
Project Manager

Enclosures

cc: Bob Ranson, Marshalltown WPCP

Rev

RESOLUTION APPROVING CONTRACT AND BOND FOR CONSTRUCTION OF THE  
BIO GAS GENERATOR WPCP IN THE CITY OF MARSHALLTOWN, IOWA,  
BEING PROJECT NO. 52015014 IN THE AMOUNT OF \$319,165.00

WHEREAS the City of Marshalltown, Iowa, did by resolution duly adopted by the Council, accept the bid of Ziegler Power Systems of Bloomington, MN, for construction of the Bio Gas Generator WPCP as required by plans and specifications therefore and in the City of Marshalltown, Iowa, as covered by resolution ordering said construction, and,

WHEREAS the said Ziegler Power Systems of Bloomington, MN, has executed a contract for the construction of said improvement and has filed its construction bond covering the full amount of said improvement with adequate sureties thereon, and that the said contract is now before this Council for final approval.

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

That the contract of Ziegler Power Systems duly executed by said company and the surety bond for the performance of said contract, duly executed by said company, together with the surety, are now filed with the City Clerk for the construction of the public improvement as fully set forth in the plans and specifications for Project No. 52015014, the Bio Gas Generator WPCP, in the City of Marshalltown, Iowa, and therein specifically described, be and the same are hereby accepted and approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be authorized and directed to execute the contract for and on behalf of the City of Marshalltown, Iowa.

Passed this 25<sup>th</sup> day of April, 2016, and signed this \_\_\_\_\_ day of April 2016.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
James L. Lowrance, Mayor

ATTEST:

\_\_\_\_\_  
Shari L. Coughenour, CMC, City Clerk

**CONTRACT DOCUMENTS  
FOR**

**PROCUREMENT OF  
BIOGAS GENERATOR & GAS  
CLEANING EQUIPMENT  
52015014**

***Marshalltown Water Pollution Control Plant  
City of Marshalltown, Iowa***

**2016**



**FOX Engineering, Inc.  
414 South 17th Street, St. 107  
Ames, Iowa 50010  
(515) 233-0000  
(800) 433-3469**

FOX Project Number 2407-14A

## **AGREEMENT BETWEEN BUYER AND SELLER**

THIS AGREEMENT is between the City of Marshalltown ("Buyer") and Ziegler Power Systems ("Seller").

Buyer and Seller, in consideration of the mutual covenants set forth herein, agree as follows:

### **ARTICLE 1 - GOODS AND SPECIAL SERVICES**

1.01 Seller shall furnish the Goods and Special Services as specified or indicated in the Contract Documents. The Goods and Special Services to be furnished are described in Section 01100 – Project Requirements.

### **ARTICLE 2 - THE PROJECT**

2.01 The Project for which the Goods and Special Services to be provided under the Contract Documents may be the whole or only a part is generally described as follows:

**Procurement of Biogas Generator and Gas Cleaning Equipment 52015014, Marshalltown Water Pollution Control Plant (WPCP), City of Marshalltown, Iowa.** Supply a biogas generator and/or gas cleaning equipment (to be installed under a separate construction contract) for the generation of electricity from biogas or natural gas for the City of Marshalltown WPCP.

### **ARTICLE 3 - ENGINEER**

3.01 The Contract Documents for the Goods and Special Services have been prepared by FOX Engineering Associates, Inc. who is hereinafter called Engineer and who is to assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the furnishing of Goods and Special Services.

### **ARTICLE 4 - POINT OF DESTINATION**

4.01 The place where the Goods are to be delivered is defined in the General Conditions as the Point of Destination and is designated as:

Water Pollution Control Plant, Marshalltown, Iowa

### **ARTICLE 5 - CONTRACT TIMES**

#### *5.01 Time of the Essence*

A. All time limits for Milestones, if any, the delivery of Goods and the furnishing of Special Services as stated in the Contract Documents are of the essence of the Contract. The Contract Times shall extend until all associated project bond periods have expired.

#### *5.02 Days for Submittal of Shop Drawings*

A. All Shop Drawings and Samples required by the Contract Documents will be submitted to the Engineer for Engineer's review and approval within 50 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions. Any shop drawing resubmittal (if required) shall be submitted to the Engineer for Engineer's review and approval within 21 days after the date of receipt of the reviewed shop drawings.



### 5.03 Date for Delivery of Goods

A. The Goods are to be delivered to the Point of Destination and ready for Buyer's receipt of delivery on (or within a period of 30 days prior to) of the following dates. The Buyer will not accept any delivered Goods prior to the dates as set forth without prior written authorization.

Biogas Generator and Associated Equipment  
Gas Cleaning Plant and Associated Equipment

December 15, 2016  
December 20, 2016

### 5.04 Liquidated Damages

A. Buyer and Seller recognize that Buyer will suffer financial loss if the submittals are not received and Goods are not delivered at the Point of Destination and ready for receipt of delivery by Buyer within the times specified in Paragraphs 5.02 and 5.03 above, plus any extensions thereof allowed in accordance with Article 7 of the General Conditions. The parties also recognize that the timely performance of services by others involved in the Project are materially dependent upon Seller's specific compliance with the requirements of Paragraphs 5.02 and 5.03. Further, they recognize the delays, expense and difficulties involved in proving the actual loss suffered by Buyer if complete acceptable Goods are not delivered on time. Accordingly, instead of requiring such proof, Buyer and Seller agree that as liquidated damages, for delay attributable to Seller, (but not as a penalty) Seller shall pay Buyer for each day that expires after the time specified in Paragraphs 5.02 and 5.03 for delivery of submittals and/or acceptable Goods as follows:

| <u>Milestone</u>                       | <u>Liquidated Damages Per Day</u> |
|----------------------------------------|-----------------------------------|
| Shop Drawing Submittals                | \$250                             |
| Shop Drawing Resubmittal (if required) | \$250                             |
| Equipment Delivery                     | \$1,000                           |

B. The liquidated damages set forth in this Article 5 shall constitute the Buyer's sole and exclusive remedy for delay by Seller in achieving completion of the work (furnishing Goods and Special Services) within the time specified in the Agreement. Seller's obligation to pay liquidated damages pursuant to this Article 5 shall be limited to an amount equal to ten percent (10%) of the price for the Goods and Special Services set forth in the Agreement.

## ARTICLE 6 - CONTRACT PRICE

6.01 Buyer shall pay Seller for furnishing the Goods and Special Services in accordance with the Contract Documents in current funds as follows:

A. The prices stated in Seller's Bid, attached hereto as an exhibit.

## ARTICLE 7 - PAYMENT PROCEDURES

### 7.01 Submittal and Processing of Payments.

A. Seller shall submit Applications for Payment in accordance with Article 10 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 7.02 Progress Payments.

A. Buyer shall make progress payments on account of the Contract Price in accordance with Article 10 of the General Conditions on the basis of Seller's Applications for Payment as follows:

| <u>Milestone</u>                                                                                                        | <u>Percentage of Contract Price</u> |
|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| Acceptable Shop Drawing Review per Response "A" or "B" per Section 01300                                                | 20%                                 |
| After Delivery of All Equipment                                                                                         | 70%                                 |
| After Start-up, Field Commissioning, Performance Testing and award of Substantial Completion to Construction Contractor | 10%                                 |

B. Progress payments will be made in an amount equal to the percentage indicated above but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the General Conditions:

- i. Ninety-five percent (95%) of Work completed (with the balance being retainage)

#### **7.03 Final Payment**

A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 10.06 of the General Conditions, Buyer shall pay the remainder of the Contract Price as recommended by Engineer.

### **ARTICLE 8 - INTEREST**

8.01 All monies not paid when due as provided in Article 10 of the General Conditions shall bear interest at the maximum legal rate under Iowa law.

### **ARTICLE 9 - SELLER'S REPRESENTATIONS**

9.01 In order to induce Buyer to enter into this Agreement, Seller makes the following representations:

A. Seller has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. If specified or if, in Seller's judgment, any local condition may affect cost, progress or the furnishing of the Goods and Special Services, Seller has visited the Point of Destination and become familiar with and is satisfied as to the local conditions that may affect cost, progress or the furnishing of the Goods and Special Services.

C. Seller is familiar with and is satisfied as to all local federal, state and local Laws and Regulations that may affect cost, progress and the furnishing of the Goods and Special Services.

D. Seller has carefully studied and correlated the information known to Seller, and information and observations obtained from Seller's visits, if any, to the Point of Destination, with the Contract Documents.

E. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Seller.

F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

### **ARTICLE 10 - CONTRACT DOCUMENTS**

#### **10.01 Contents**

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 2, inclusive);
2. Performance Bond (pages 1 to 2, inclusive), Payment Bond (pages 1 to 2, inclusive), and Maintenance Bond (pages 1 to 3, inclusive)
3. Other bonds

a. \_\_\_\_\_ (pages \_\_\_\_ to \_\_\_\_, inclusive);

- b. \_\_\_\_\_ (pages \_\_\_\_ to \_\_\_\_, inclusive);
- c. \_\_\_\_\_ (pages \_\_\_\_ to \_\_\_\_, inclusive);
- 4. General Conditions (pages 1 to 18, inclusive);
- 5. Supplementary Conditions (pages 1 to 9, inclusive);
- 6. Drawings and specifications as listed in table of contents of the Project Manual.
- 7. Addenda (Numbers 1, inclusive);
- 8. Exhibits to this Agreement (enumerated as follows):
  - a. Exhibit A-1 to Agreement between Buyer and Seller dated \_\_\_\_\_, Assignment of Contract; Consent to Assignment; and Acceptance of Assignment.
  - b. Exhibit A-2 to Agreement between Buyer and Seller dated \_\_\_\_\_, Agreement to Assignment by Seller's Surety.
  - c. Seller's Bid (pages 1 to 76, inclusive);
  - d. Documentation submitted by Seller prior to Notice of Award (pages 1, inclusive);
- 9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed (pages 1, inclusive);
  - b. Written Amendment(s);
  - c. Change Order(s);
  - d. Field Order(s);
  - e. Engineer's Written Interpretation(s).
- B. The documents listed in paragraph 10.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 10.
- D. The Contract Documents may only be amended, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## ARTICLE 11 - MISCELLANEOUS

### 11.01 *Defined Terms*

A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

### 11.02 *Assignment*

A. Buyer has the right to assign the Contract for furnishing Goods and Special Services hereunder and Seller shall accept such assignment. Forms documenting the assignment of the Contract, and consent of Seller's surety to the assignment are attached as exhibits to this Agreement.

1. The Contract will be executed in the name of Buyer initially, and will be assigned to a construction contractor designated by Buyer. The assignment will occur on the effective date of the agreement between Buyer and the construction contractor, which is expected to occur on or about **January 02, 2017**. As of the date of acceptance of assignment by the construction contractor, all references in the Contract Documents to Buyer shall mean the designated construction contractor whose responsibilities will include the installation, erection, and incorporation of the Goods.

2. The assignment of the Contract shall relieve Buyer from all further obligations and liabilities under the Contract. After assignment, Seller shall become a subcontractor or supplier to the assignee and, except as noted herein, all rights, duties, and obligations of Buyer under the Contract shall become the rights, duties and obligations of the assignee.

3. After assignment:

a. All performances warranties and guarantees required by the Contract Documents will continue to run for the benefit of Buyer and, in addition, for the benefit of the assignee.

b. Except as provided in this Paragraph 11.02.A.3.b, all rights, duties and obligations of Engineer to assignee and Seller under this Contract will cease.

1) Engineer will review Seller's Applications for Payment and make recommendations to assignee for payments as provided in Paragraphs 10.02 and 10.06 of the General Conditions.

2) Upon the written request of either the assignee or Seller, Engineer will issue with reasonable promptness such clarifications or interpretations of the Contract Documents, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Such written clarifications and interpretations will be final and binding on assignee and Seller unless:

a) an appeal from Engineer's clarification or interpretation is made within the time limits and in accordance with the dispute resolution procedures set forth in Article 13 of the General Conditions; or

b) if no such dispute resolution procedures have been set forth, a written notice of intention to appeal is delivered by assignee or Seller to the other within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision (unless otherwise agreed to in writing by assignee and Seller), to exercise such rights or remedies as the appealing party may have with respect to such clarification or interpretation in accordance with applicable Laws and Regulations.

3) When rendering a clarification or interpretation under Paragraph 11.02.A.3.b.2, Engineer will not show partiality to assignee or Seller and will not be liable in connection with any clarification or interpretation rendered in good faith.

B. No other 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. 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). 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.

#### 11.03 *Successors and Assigns*

A. Buyer and Seller 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.

11.04 *Severability*

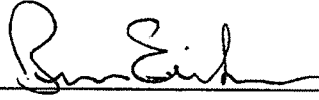
A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Buyer and Seller. The Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

(remainder of this page left blank intentionally)

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

This Agreement will be effective on \_\_\_\_\_.

Executed for Seller:

By:   
\_\_\_\_\_  
(Title) **Bruce Erickson**  
**Vice President**  
**General Manager**

ATTEST: (Witness)

\_\_\_\_\_  
7-Apr-2016  
Date Signed

Bonds and Insurance Approved By:

\_\_\_\_\_  
City Attorney:

Non Discrimination in Employment  
Clause Compliance

**Not Applicable for this Procurement Contract.**  
Approved By: Human Relations Department

Executed by Buyer (City):

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

ATTEST: (Witness)

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
City Clerk: Shari L. Coughenour

ASSIGNMENT OF CONTRACT; CONSENT TO ASSIGNMENT; AND ACCEPTANCE OF ASSIGNMENT

This assignment will be effective on the Effective Date of the Agreement between Buyer and Construction Contractor.

The Contract between City of Marshalltown ("Buyer") and Ziegler Power Systems ("Seller")  
for furnishing Goods and Special Services under the Contract Documents entitled Procurement of Biogas Generator & Gas  
Cleaning Equipment - Project No. 52015014  
is hereby assigned, transferred, and set over to \_\_\_\_\_ ("Construction Contractor").  
Construction Contractor shall be totally responsible for the performance of Seller and for the duties, rights and obligations of  
Buyer, not otherwise retained by Buyer, under the terms of the Contract between Buyer and Seller.

ASSIGNMENT DIRECTED BY:

\_\_\_\_\_  
Buyer  
By: \_\_\_\_\_  
(Signature) (Title)

ASSIGNMENT

ACKNOWLEDGED AND ACCEPTED BY:

(If Seller is a corporation, attach  
evidence of authority to sign.)

\_\_\_\_\_  
Seller  
By: B. Erickson Bruce Erickson  
(Signature) Vice President (Title)  
General Manager

ASSIGNMENT ACCEPTED BY:

(If Construction Contractor is a  
corporation, attach evidence of authority  
to sign.)

\_\_\_\_\_  
Construction Contractor  
By: \_\_\_\_\_

# PERFORMANCE BOND FOR PROCUREMENT CONTRACTS

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

**SELLER (Name and Address):**

Ziegler Power Systems  
901 West 94<sup>th</sup> Street  
Bloomington, MN 55420

**SURETY (Name and Address of Principal Place of Business):**

Western Surety Company  
333 S. Wabash  
Chicago, IL 60604

**BUYER (Name and Address):**

City of Marshalltown  
Public Works Department  
24 N. Center Street  
Marshalltown, Iowa 50158

**CONTRACT**

Date: April 11, 2016

Amount: \$319,165.00

Description (Name and Location): Procurement of Biogas Generator & Gas Cleaning Equipment – Project No. 52015014  
Marshalltown, Iowa

**BOND**

Date (Not earlier than Contract Date): April 11, 2016

Bond Number: 929564947

Amount: \$319,165.00

Modifications to this Bond Form: None

Surety and Seller, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

**Seller as Principal**

Company: Ziegler Power Systems (Corp. Seal)

Signature:

Name and Title:

**Bruce Erickson**  
Vice President  
General Manager

**Surety**

Company: Western Surety Company (Corp. Seal)

Signature:

Name and Title: Sandra M. Nowak, Attorney-in-Fact  
(Attach Power of Attorney)

Address: 200 E. Randolph Street, Chicago, IL 60601

Telephone Number: 312-381-4468

(Space is provided below for signatures of additional parties, if required.)

**Seller as Principal**

Company: (Corp. Seal)

Signature:

Name and Title:

**Surety**

Company: (Corp. Seal)

Signature:

Name and Title:

Address:

Telephone Number:



1. Seller and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Buyer for the performance of the Contract, which is incorporated herein by reference. For purposes of this bond, Buyer means Buyer's assigns, if and when Buyer has assigned the Contract.

2. If Seller performs the Contract, Surety and Seller have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

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

3.1. Buyer has notified Seller and Surety pursuant to paragraph 10 that Buyer is considering declaring a Seller Default and has requested and attempted to arrange a conference with Seller and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. (If Buyer, Seller and Surety agree, Seller shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Buyer's right, if any, subsequently to declare a Seller Default); and

3.2. Buyer has declared a Seller Default and formally terminated Seller's right to complete the Contract. Such Seller Default shall not be declared earlier than 20 days after Seller and Surety have received notice as provided in paragraph 3.1; and

3.3. Buyer has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;
2. Another seller selected pursuant to paragraph 4.3 to perform the Contract.

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

4.1. Arrange for Seller, with consent of Buyer, to perform and complete the Contract; or

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

4.3. Obtain bids or negotiated proposals from qualified sellers acceptable to Buyer for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Buyer and Seller selected with Buyer's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to Buyer the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by Buyer resulting from Seller Default; or

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

1. Determine the amount for which it may be liable to Buyer and, as soon as practicable after the amount is determined, tender payment therefor to Buyer; or
2. Deny liability in whole or in part and notify Buyer citing reasons therefor.

5. If Surety does not proceed as provided in paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Buyer to Surety demanding that Surety perform its obligations under this Bond, and Buyer shall be entitled to enforce any remedy available to Buyer. If Surety proceeds as provided in paragraph 4.4, and Buyer refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Buyer shall be entitled to enforce any remedy available to Buyer.

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

6.1. The responsibilities of Seller for correction or replacement of defective Goods and Special Services and completion of the Contract;

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

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

7. Surety shall not be liable to Buyer or others for obligations of Seller that are unrelated to the 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 Buyer or its heirs, executors, administrators, successors, or assigns.

8. Surety hereby waives notice of any change, including changes of time, to the 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 Goods and Services are located and shall be instituted within two years after Seller Default or within two years after Seller ceased working or within two years after 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 Surety, Buyer or Seller 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 Goods were to be delivered and the Special Services were 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 Buyer to Seller under the Contract after all proper adjustments have been made, including allowance to Seller of any amounts received or to be received by Buyer in settlement of insurance or other Claims for damages to which Seller is entitled, reduced by all valid and proper payments made to or on behalf of Seller under the Contract.

12.2. Contract: The agreement between Buyer and Seller identified on the signature page, including all Contract Documents and changes thereto.

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

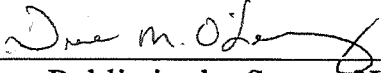
12.4. Buyer Default: Failure of Buyer, which has neither been remedied nor waived, to pay Seller as required by the Contract or to perform and complete or comply with the other terms thereof.

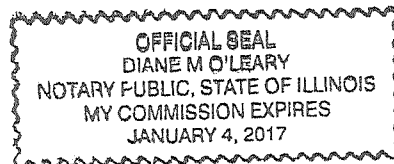
ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS  
COUNTY OF COOK

On this 11th day of April, 2016, before me, Diane M. O'Leary, a Notary Public, within and for said County and State, personally appeared Sandra M. Nowak to me personally known to be the Attorney-in-Fact of and for Western Surety Company and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

  
\_\_\_\_\_  
Notary Public in the State of Illinois  
County of Cook



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Marcia K Cesafsky, Linda M Napolillo, Sandra M Winsted, Jennifer L Jakaitis, Christopher P Troha, Debra J Doyle, Sandra M Nowak, Melissa L Fortier, Derek J Elston, Susan A Welsh, Christina L Sandoval, Individually**

of Chicago, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 12th day of June, 2015.



WESTERN SURETY COMPANY

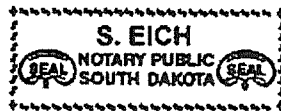
Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 12th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich  
S. Eich, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of APRIL, 2016.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

# PAYMENT BOND FOR PROCUREMENT CONTRACTS

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

**SELLER (Name and Address):**

Ziegler Power Systems  
901 West 94<sup>th</sup> Street  
Bloomington, MN 55420

**SURETY (Name and Address of Principal Place  
of Business):**

Western Surety Company  
333 S. Wabash  
Chicago, IL 60604

**BUYER (Name and Address):**

City of Marshalltown  
Public Works Department  
24 N. Center Street  
Marshalltown, Iowa 50158

**CONTRACT**

Date: April 11, 2016

Amount: \$319,165.00

Description (Name and Location): Procurement of Biogas Generator & Gas Cleaning Equipment –  
Project No. 52015014, Marshalltown, Iowa

**BOND**

Date (Not earlier than Contract Date): April 11, 2106

Bond Number: 929564947

Amount: \$319,165.00

Modifications to this Bond Form: None

Surety and Seller, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative.

**Seller as Principal**

Company: Ziegler Power Systems (Corp. Seal)

Signature:

Name and Title:

**Bruce Erickson  
Vice President  
General Manager**

**Surety**

Company: Western Surety Company (Corp. Seal)

Signature:

Name and Title: Sandra M. Nowak, Attorney-in-Fact

(Attach Power of Attorney)

Address: 200 E. Randolph Street, Chicago, IL 60601

Telephone Number: 312-381-4468

(Space is provided below for signatures of additional parties, if required.)

**Seller as Principal**

Company: (Corp. Seal)

Signature:

Name and Title:

**Surety**

Company: (Corp. Seal)

Signature:

Name and Title:

Address:

Telephone Number:

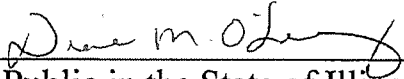
1. Seller and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Buyer to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference. For purposes of this bond, Buyer means Buyer's assigns, if and when Buyer has assigned the Contract.
2. With respect to Buyer, this obligation shall be null and void if Seller:
  - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2. Defends, indemnifies and holds harmless Buyer 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 Contract, provided Buyer has promptly notified Seller and Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to Seller and Surety, and provided there is no Buyer Default.
3. With respect to Claimants, this obligation shall be null and void if Seller promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
  - 4.1. Claimants who are employed by or have a direct contract with Seller have given notice to Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to Buyer 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 Seller:
    1. Have furnished written notice to Seller and sent a copy, or notice thereof, to Buyer, 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 Seller or not received within 30 days of furnishing the above notice any communication from Seller by which Seller had 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 Surety and sent a copy, or notice thereof, to Buyer stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Seller.
5. If a notice required by paragraph 4 is given by Buyer to Seller or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of paragraph 4, Surety shall promptly and at Surety's expense take the following actions:
  - 6.1. Send an answer to the Claimant, with a copy to Buyer, 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. 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 Surety.
8. Amounts owed by Buyer to Seller under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By Seller furnishing and Buyer accepting this Bond, they agree that all funds earned by Seller in the performance of the Contract are dedicated to satisfy obligations of Seller and Surety under this Bond, subject to Buyer's priority to use the funds for the completion of the furnishing the Goods and Special Services.
9. Surety shall not be liable to Buyer, Claimants or others for obligations of Seller that are unrelated to the Contract. Buyer shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the 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 Goods relevant to the claim are located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or paragraph 4.2.3, 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 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 Surety, Buyer or Seller shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Buyer or Seller, 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 Contract 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 of any person or entity appearing to be a potential beneficiary of this Bond, Seller 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 Seller or with a Subcontractor of Seller 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 Contract, architectural and engineering services required for furnishing the Goods and Special Services by Seller and Seller'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. Contract: The agreement between Buyer and Seller identified on the signature page, including all Contract Documents and changes thereto.
  - 15.3. Buyer Default: Failure of Buyer, which has neither been remedied nor waived, to pay Seller as required by the Contract or to perform and complete or comply with the other terms thereof.

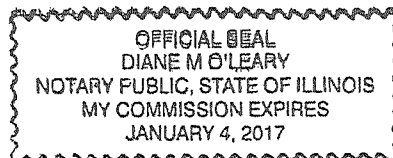
ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS  
COUNTY OF COOK

On this 11th day of April, 2016, before me, Diane M. O'Leary, a Notary Public, within and for said County and State, personally appeared Sandra M. Nowak to me personally known to be the Attorney-in-Fact of and for Western Surety Company and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

  
\_\_\_\_\_  
Notary Public in the State of Illinois  
County of Cook



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Marcia K Cesafsky, Linda M Napolillo, Sandra M Winsted, Jennifer L Jakaitis, Christopher P Troha, Debra J Doyle, Sandra M Nowak, Melissa L Fortier, Derek J Elston, Susan A Welsh, Christina L Sandoval, Individually**

of Chicago, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 12th day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 12th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich

S. Eich, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of APRIL, 2016.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

## MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Ziegler Power Systems, as Principal (hereinafter the "Contractor" or "Principal" and Western Surety Company, as Surety are held and firmly bound unto the City of Marshalltown, Marshalltown, Iowa (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Three hundred nineteen thousand, one hundred sixty-five DOLLARS and 00/100 (\$319,165.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the 11th day of April, 2016, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

*Procurement of Biogas Generator and Gas Cleaning Equipment 52015014*

Supply of Biogas Generator for installation in the generator room and/or Gas Cleaning Equipment for installation adjacent to Digester No. 3 at the Marshalltown Water Pollution Control Plant. Equipment includes generator and/or gas cleaning equipment and ancillary instrumentation, controls and miscellaneous related equipment and spare parts.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
  - A. To remedy any and all defects that may develop in or result from Goods supplied under the Contract within the period of two (2) years from the date of Substantial Completion under the Contract, by reason of defects in workmanship or materials used in construction of said work, failure of equipment to perform as outlined in the specifications or failure to meet effluent bacterial limits as set forth in the specifications.
  - B. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted

2. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
  - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
  - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and



- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Marshall County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly and severally, to pay the Owner all outlay and expense incurred therefore by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action or actions or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this 11th day of April, 2016.

**Surety Countersigned By:**

N/A

Signature of Iowa Resident Commission Agent as Prescribed by Chapter 515.52-57, Iowa Code. (Require only if Attorney-in-Fact is not also an Iowa Resident Commission Agent).

\_\_\_\_\_  
Name of Resident Commission Agent

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Company Telephone Number

**PRINCIPAL:**

Ziegler Power Systems

Contractor

By: Bruce Erickson

Signature

Bruce Erickson  
Vice President  
General Manager

**SURETY:**

Western Surety Company

Surety Company

By: Sandra M. Nowak

Signature Attorney-in-Fact Officer

Sandra M. Nowak, Attorney-in-Fact

Name of Attorney-in-Fact Officer

Western Surety Company

Company Name

333 S. Wabash

Company Address

Chicago, IL 60604

City, State, Zip Code

312-381-4468

Company Telephone Number

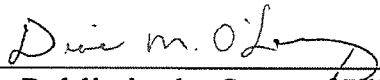
**NOTE: All signatures on this maintenance bond must be original signatures in ink; copies or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.**

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS  
COUNTY OF COOK

On this 11th day of April, 2016, before me, Diane M. O'Leary, a Notary Public, within and for said County and State, personally appeared Sandra M. Nowak to me personally known to be the Attorney-in-Fact of and for Western Surety Company and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

  
\_\_\_\_\_  
Notary Public in the State of Illinois  
County of Cook



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Marcia K Cesafsky, Linda M Napolillo, Sandra M Winsted, Jennifer L Jakaitis, Christopher P Troha, Debra J Doyle, Sandra M Nowak, Melissa L Fortier, Derek J Elston, Susan A Welsh, Christina L Sandoval, Individually**

of Chicago, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 12th day of June, 2015.



WESTERN SURETY COMPANY

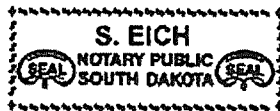
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 12th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of APRIL, 2016.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/07/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                          |  |                                                                                                                                                                                        |  |               |
|----------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------|
| <b>PRODUCER</b><br>FEDERATED MUTUAL INSURANCE COMPANY<br>HOME OFFICE: P.O. BOX 328<br>OWATONNA, MN 55060 |  | <b>CONTACT NAME:</b> CLIENT CONTACT CENTER<br><b>PHONE (A/C, No, Ext):</b> 888-333-4949<br><b>FAX (A/C, No):</b> 507-446-4664<br><b>E-MAIL ADDRESS:</b> CLIENTCONTACTCENTER@FEDINS.COM |  |               |
| <b>INSURED</b><br>ZIEGLER INC<br>901 W 94TH ST<br>BLOOMINGTON, MN 55420<br>218-038-8                     |  | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                                                                                   |  | <b>NAIC #</b> |
|                                                                                                          |  | INSURER A: FEDERATED MUTUAL INSURANCE COMPANY                                                                                                                                          |  | 13935         |
|                                                                                                          |  | INSURER B:                                                                                                                                                                             |  |               |
|                                                                                                          |  | INSURER C:                                                                                                                                                                             |  |               |
|                                                                                                          |  | INSURER D:                                                                                                                                                                             |  |               |
|                                                                                                          |  | INSURER E:                                                                                                                                                                             |  |               |
| INSURER F:                                                                                               |  |                                                                                                                                                                                        |  |               |

COVERAGES      CERTIFICATE NUMBER: 660      REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                  | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                         |              |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|--------------------------------------------------------------------------------|--------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | N         | N        | 9166100       | 11/01/2015              | 11/01/2016              | EACH OCCURRENCE                                                                | \$1,000,000  |
|          | DAMAGE TO RENTED PREMISES (Ea occurrence)                                                                                                                                                                                                                                                                          |           |          |               |                         |                         | \$100,000                                                                      |              |
|          | MED EXP (Any one person)                                                                                                                                                                                                                                                                                           |           |          |               |                         |                         | EXCLUDED                                                                       |              |
|          | PERSONAL & ADV INJURY                                                                                                                                                                                                                                                                                              |           |          |               |                         |                         | \$1,000,000                                                                    |              |
|          |                                                                                                                                                                                                                                                                                                                    |           |          |               |                         |                         | GENERAL AGGREGATE                                                              | \$2,000,000  |
|          |                                                                                                                                                                                                                                                                                                                    |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG                                                         | \$2,000,000  |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS                                     | N         | N        | 9166100       | 11/01/2015              | 11/01/2016              | COMBINED SINGLE LIMIT (Ea accident)                                            | \$1,000,000  |
|          | BODILY INJURY (Per person)                                                                                                                                                                                                                                                                                         |           |          |               |                         |                         |                                                                                |              |
|          | BODILY INJURY (Per accident)                                                                                                                                                                                                                                                                                       |           |          |               |                         |                         |                                                                                |              |
|          | PROPERTY DAMAGE (Per accident)                                                                                                                                                                                                                                                                                     |           |          |               |                         |                         |                                                                                |              |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION                                                                                                                          | N         | N        | 9166101       | 11/01/2015              | 11/01/2016              | EACH OCCURRENCE                                                                | \$50,000,000 |
|          | AGGREGATE                                                                                                                                                                                                                                                                                                          |           |          |               |                         |                         | \$50,000,000                                                                   |              |
|          |                                                                                                                                                                                                                                                                                                                    |           |          |               |                         |                         |                                                                                |              |
|          |                                                                                                                                                                                                                                                                                                                    |           |          |               |                         |                         |                                                                                |              |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                             | N/A       | N        | 0096379       | 11/01/2015              | 11/01/2016              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER |              |
|          | E.L. EACH ACCIDENT                                                                                                                                                                                                                                                                                                 |           |          |               |                         |                         | \$500,000                                                                      |              |
|          | E.L. DISEASE - EA EMPLOYEE                                                                                                                                                                                                                                                                                         |           |          |               |                         |                         | \$500,000                                                                      |              |
|          | E.L. DISEASE - POLICY LIMIT                                                                                                                                                                                                                                                                                        |           |          |               |                         |                         | \$500,000                                                                      |              |
|          |                                                                                                                                                                                                                                                                                                                    |           |          |               |                         |                         |                                                                                |              |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
PROCUREMENT OF BIOGAS GENERATOR AND GAS CLEANING EQUIPMENT #52015014  
WORK COMP POLICY APPLIES ONLY TO ZIEGLER INC, ZIEGLER RENTAL LLC AND ZFC INC AS THEY ARE THE ONLY NAMED INSURED ON POLICY WITH EMPLOYEES

**CERTIFICATE HOLDER**218-038-8  
CITY OF MARSHALLTOWN  
24 N CENTER ST  
MARSHALLTOWN, IA 50158-4911

660 0

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Dear Policyholder,

Thank you for choosing Federated Insurance to handle your insurance and risk management needs. The attached certificate document(s) have been issued or updated.

Please feel free to contact us with any additional changes, additions or deletions that may be needed by contacting the Federated Client Contact Center at:

Phone: 1-888-333-4949

Fax: 507-446-4664

E-mail: [clientcontactcenter@fedins.com](mailto:clientcontactcenter@fedins.com)

Thank you for your business!

Client Contact Center

Enclosed:

Certificate Document(s)



James L. Lowrance, Mayor  
Randy Wetmore, Administrator  
Justin Nickel, Public Works Director  
24 North Center Street  
Marshalltown, IA 50158-4911  
Tel - (641) 754-5734  
Fax - (641) 754-5793

## DEPARTMENT OF PUBLIC WORKS

April 19, 2016

**To: Mayor James L. Lowrance  
Members of the City Council**

**From:** Justin Nickel  
Director of Public Works

**Re:** CO #1 - Procurement of Biogas Generator (52015014) amount of \$41,875.00.

**Policy Issue:** City policy requires all change orders be approved and reported in the same manner as the original contract

**Recommendation:** Staff recommends approving the change order in the amount of \$41,875.00.

**Background:** Bids were opened on March 8, 2016 for the biogas generator replacement at the WPCP. Three bidding options were included: biogas generator, gas cleaning system, and bid for both. The need for gas cleaning was due to high hydrogen sulfide content of the biogas produced. Ziegler did not provide a bid for gas cleaning equipment. In exchange, Ziegler has proposed a change order to the engine specified, requiring substituting more robust parts for specific parts exposed to the corrosive gases and increase the frequency of oil changes, and other maintenance tasks as needed, during the first two years of service.

**Budget Impact:** The price of the bid received and the additional equipment is less than accepting the bid for the engine and the gas cleaning system combined. This project will be funded with bond sale proceeds.

**Attachment:** CO #1 and supporting documentation

cc: Randy Wetmore, City Administrator

**City Council**  
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop  
Bill Martin, Robert Schubert, Bethany Wirin



Reed

RESOLUTION APPROVING CONTRACT CHANGE ORDER #1 FOR  
THE BIO GAS GENERATOR WPCP PROJECT  
BEING PROJECT NUMBER 52015014  
AN INCREASE OF \$41,875.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Ziegler Power Systems, for the labor and material for the Bio Gas Generator WPCP Project Number 52015014; and

WHEREAS an increase of price adjustment for more robust parts for exposure to corrosive gases is necessary to the original project quantities.

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

Section1. That the contract Change Order #1 for the Bio Gas Generator WPCP , Project Number 52015014, in the increased amount of \$41,875.00, is hereby accepted and approved.

Passed this 25<sup>th</sup> day of April 2016 and signed this \_\_\_\_ day of April 2016.

CITY OF MARSHALLTOWN, IOWA

---

James L. Lowrance, Mayor

ATTEST:

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Shari L. Coughenour, CMC, City Clerk



# Change Order

## No. 1

|                                                                            |                                         |
|----------------------------------------------------------------------------|-----------------------------------------|
| Project: <b>Procurement of Biogas Generator and Gas Cleaning Equipment</b> | Date of Contract: <b>May 9, 2016</b>    |
| Owner: <b>City of Marshalltown</b>                                         | Owner's Contract No.: <b>52015014</b>   |
| Engineer: <b>FOX Engineering</b>                                           | Engineer's Project No.: <b>2407-14A</b> |
| Contractor: <b>Ziegler Power Systems</b>                                   | Date of Issuance: <b>April 25, 2016</b> |

**The Contract Documents are modified as follows upon execution of this Change Order:**

### DESCRIPTIONS:

Item 1 Modify the Biogas Generator to be supplied under the above referenced procurement to accommodate biogas of lower quality (i.e. Hydrogen sulfide concentrations greater than 1000 ppm). The modifications include substituting more robust parts for specific parts exposed to the corrosive gases and increase the frequency of oil changes, and other maintenance tasks as needed, during the first two years of service.

Attachments: March 21, 2016 email from Steve Steenhoek, Ziegler Cat

| <b>CHANGE IN CONTRACT PRICE:</b>                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>CHANGE IN CONTRACT TIMES:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Original Contract Price:<br><br>\$319,165.00<br><br><input type="checkbox"/> Increase <input type="checkbox"/> Decrease from previously approved Change Orders:<br><br>\$0.00<br><br>Contract Price prior to this Change Order:<br><br>\$319,165.00<br><br><input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease of this Change Order:<br><br>\$41,875.00<br><br>Contract Price incorporating this Change Order:<br><br>\$361,040.00 | Original Contract <input type="checkbox"/> Working <input checked="" type="checkbox"/> Calendar<br>Shop Drawing Submittals: July 14, 2016<br>Equipment Delivery: December 15, 2016<br><br><input type="checkbox"/> Increase <input type="checkbox"/> Decrease from previously approved Change Orders:<br>Shop Drawing Submittals:<br>Delivery of Equipment:<br><br>Contract Times prior to this Change Order:<br>Shop Drawing Submittals: July 14, 2016<br>Delivery of Equipment: December 15, 2016<br><br><input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease of this Change Order:<br>Shop Drawing Submittals (days):<br>Delivery of Equipment (days): 19<br><br>Contract Times with all approved Change Orders:<br>Shop Drawing Submittals: July 14, 2016<br>Delivery of Equipment: January 03, 2017 |

|                                              |                                           |                                                |
|----------------------------------------------|-------------------------------------------|------------------------------------------------|
| RECOMMENDED:                                 | ACCEPTED:                                 | ACCEPTED:                                      |
| By: _____<br>Engineer (Authorized Signature) | By: _____<br>Owner (Authorized Signature) | By: _____<br>Contractor (Authorized Signature) |
| Date: _____                                  | Date: _____                               | Date: _____                                    |

Zimbra

lja@foxeng.com

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**RE: Marshalltown Biogas Engine - low quality gas update**

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**From :** Steve Steenhoek <Steve.Steenhoek@zieglercat.com> Mon, Mar 21, 2016 11:22 AM  
**Subject :** RE: Marshalltown Biogas Engine - low quality gas update 1 attachment  
**To :** Lance Aldrich <lja@foxeng.com>  
**Cc :** Mark C. Cramer <mcc@foxeng.com>, Brian Riesberg  
<brian@riesberg-engr.com>, Bob Ranson  
<branson@ci.marshalltown.ia.us>, Paul Meyer  
<Paul.Meyer@zieglercat.com>, Marc Kocina  
<Marc.Kocina@zieglercat.com>

Lance

We got our first information back on Friday.

To summarize there will be some minor modifications to the equipment and the operations of the unit.

We will need to add a crankcase blower/filter and slight modification to the engine package.

The oil changes will need to be upgrade to about 1500 hours or by oil samples.

Our service costs that were allowed for the project was for clean gas and so that cost will go up according to the oil samples.

We budgeted \$33,418.00 for the two year of services which included the initial fill of oil and 3 oil changes, 2- service type 1(CAT level 30) and 1 service type 2 (CAT Level 40).

The service will go to 1500 hours instead of 2000 hours for an estimated cost of \$48,974.00 for two years of service.

This will include initial oil fill of oil and 4 oil changes 2- service type 1(CAT level 30) and 2 service type 2 (CAT Level 40)

#### Summary

|                        |              |
|------------------------|--------------|
| Base price             | \$319,165.00 |
| Modification           | \$26,319.00  |
| Additional maintenance | \$15,556.00  |
| Total                  | \$361,040.00 |

We will need to add three different tests to the oil sampling

TAN, TBN, PH which will allow us to look at the quality of the oil to keep the corrosion down inside of the engine.

The spark plugs will likely need to be changed on a more frequent basis and that will be determined by performance of the engine.

The crankcase vents will need to be modified as with clean gas the blow by is ingested into the engine and with the higher sulfur content will need to add a blower and a CCV so the blow by is discharged outside of the building

**Thank you**

**Steven Steenhoek**

Sr. Sales Engineer | Ziegler CAT  
1500 Ziegler Drive NW | Altoona, IA 50009  
515.957.3838 Office  
515.249.5507 Mobile  
515.957.3879 Fax  
[www.zieglercat.com](http://www.zieglercat.com)



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**From:** Lance Aldrich [mailto:lja@foxeng.com]  
**Sent:** Monday, March 21, 2016 8:56 AM  
**To:** Steve Steenhoek  
**Cc:** Mark C. Cramer; Brian Riesberg; Bob Ranson  
**Subject:** Marshalltown Biogas Engine - low quality gas update

Steve,

Any information on this? Thought you might have last week.

Thanks.

**Lance Aldrich, P.E.**

**FOX Engineering Associates, Inc.**  
414 South 17th Street | Suite 107 | Ames, IA 50010  
Office | 515.233.0000 | Cell | 515.290.6404  
[www.foxeng.com](http://www.foxeng.com)



**image001.jpg**  
6 KB



James L. Lowrance, Mayor  
Randy Wetmore, Administrator  
Justin Nickel, Public Works Director  
24 North Center Street  
Marshalltown, IA 50158-4911  
Tel - (641) 754-5734  
Fax - (641) 754-5793

## DEPARTMENT OF PUBLIC WORKS

April 19, 2016

**To: Mayor James L. Lowrance  
Members of the City Council**

**From:** Justin Nickel  
Director of Public Works

**Re:** Award Construction Contract – OMG Midwest dba Cessford Construction for 2016 Mill & Overlay Project (760160004) amount of \$675,456.50.

**Policy Issue:** City policy requires Governing Body approval of Agreements when consideration exceeds \$36,000.

**Recommendation:** Staff recommends awarding the construction contract to Cessford for the 2016 Mill & Overlay project for an amount equal to \$675,456.50. The Engineers Estimate of probable cost was \$980,526.25.

**Background:** Construction includes mill and overlay coat to four areas in Marshalltown. North of Lincoln Way, East of Highland Acres, Brentwood Road area, surrounding Rolling Meadows Rd, and Merle Hibbs Boulevard adjacent to Wal Mart.

**Budget Impact:** This project will be funded with general obligation bond revenues.

**Attachment:** Bid tabulation and Agreement.

cc: Randy Wetmore, City Administrator

**City Council**  
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop  
Bill Martin, Robert Schubert, Bethany Wirin



Row



James L. Lowrance, Mayor  
Randy A. Wetmore, City Administrator  
36 North Center Street  
Marshalltown, IA 50158-4911  
Tel - (641) 754-5756  
Fax - (641) 754-5742

April 25, 2016

To: Mayor James L. Lowrance  
Members of the City Council

From: Michelle Spohnheimer  
Housing & Community Development Director

Re: Sale of 612 W. Church Street – Neighborhood Stabilization Program

**Policy Issue:** The sale of City property requires Council approval through a tentative resolution, final resolution and public hearing. Staff received a purchase offer for the property at 612 W. Church Street.

**Recommendation:** Staff recommends accepting the offer of \$50,000 from Leticia Ramirez for the property at 612 W. Church Street.

**Background:** The City of Marshalltown was awarded a Neighborhood Stabilization Program grant in 2009. Under the conditions of that grant we were to purchase foreclosed properties, rehab them and then sell them to low-income first-time homebuyers. These properties required significant updates to meet the rehab standards. As you are aware we faced barriers due to the housing market and lending changes.

Wells Fargo participated with one property but last summer chose to discontinue participation. The past couple months I have been working with Farmers Savings Bank to join us as a participating lender. Mrs. Ramirez and her family have been patiently waiting since last summer for a lender to agree to participate. They have met with the bank and have been approved for a loan.

The appraised value of the home when we completed rehab was \$77,500. The offer submitted is for \$50,000. A final appraisal will be required by the bank and the difference between the purchase price and the appraisal will be the assistance to the family and will be provided in the form of a forgivable loan and a lien will be filed. If the difference is between \$15,000 and \$40,000 the term of the lien will be 10 years. This is what I anticipate to be the case. Each year 10% will be forgiven should they choose to sell during that time a prorated portion is returned following repayment of the mortgage.

**Budget Impact:** The grant program covered the acquisition of the house and the majority of the rehab expenses. The City has covered a portion of the rehab and ongoing maintenance of the

City Council  
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop,  
Robert Schubert, Bill Martin, Bethany Wirin

Marshalltown



property which has exceeded the grant funds available. The receipt of payment from purchase would reimburse the City for the additional expenses incurred.

**Attachment:** Purchase offer.

cc: Randy Wetmore, City Administrator

City Council  
Leon Lamer, Marla Grabenbauer, Joel Greer, Al Hoop,  
Robert Schubert, Robert Wenner, Bethany Wirin

Marshalltown





## OFFER TO BUY REAL ESTATE AND ACCEPTANCE

TO: City of Marshalltown, Sellers:

1. **REAL ESTATE DESCRIPTION.** The Buyers offer to buy real estate in Marshall County, Iowa, described as follows:

612 W. Church Street  
Marshalltown, IA 50158

with any easements and appurtenant servient estates, but subject to the following: a. any zoning and other ordinances; b. any covenants of record; c. any easements of record for public utilities, roads and highways, and d. (consider: liens, mineral rights; other easements; interests of others.) -

designated the Real Estate; provided Buyers, on possession, are permitted to make the following use of the Real Estate: -

2. **PRICE.** The purchase price shall be \$ 50,0000, payable at Marshall County, Iowa, as follows:

within 45 days of approval.

3. **REAL ESTATE TAXES.** Sellers shall pay

and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes. Any proration of real estate taxes on the Real Estate shall be based upon such taxes for the year currently payable unless the parties state otherwise.

4. **SPECIAL ASSESSMENTS.**

- A. Sellers shall pay all special assessments which are a lien on the Real Estate as of the date of acceptance of this offer.
- B. If A. IS STRICKEN, then Sellers shall pay all installments of special assessments which are a lien on the Real Estate and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.
- C. All other special assessments shall be paid by Buyers.

5. **RISK OF LOSS AND INSURANCE.** Risk of loss prior to Seller's delivery of possession of the Real Estate to Buyers shall be as follows:

- A. All risk of loss shall remain with Sellers until possession of the Real Estate shall be delivered to Buyers.
- B. IF A. IS STRICKEN, Sellers shall maintain \$ - of fire, windstorm and extended coverage insurance on the Real Estate until possession is given to Buyers and shall promptly secure endorsements to the appropriate insurance policies naming Buyers as additional insureds as their interests may appear. Risk of loss from such insured hazards shall be on Buyers after Sellers have performed under this paragraph and notified Buyers of such performance. Buyers, if they desire, may obtain additional insurance to cover such risk.

6. **CARE AND MAINTENANCE.** The Real Estate shall be preserved in its present condition and delivered intact at the time possession is delivered to Buyers, provided, however, if 5.a. is stricken and there is loss or destruction of all or any part of the Real Estate from causes covered by the insurance maintained by Sellers, Buyers agree to accept such damaged or destroyed Real Estate together with such insurance proceeds in lieu of the Real Estate in its present condition and Sellers shall not be required to repair or replace same.

7. **POSSESSION.** If Buyers timely perform all obligations, possession of the Real Estate shall be delivered to Buyers on or about 5/16/2016, with any adjustments of rent, insurance, and interest to be made as of the date of transfer of possession.

8. **FIXTURES.** All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale except: (consider: rental items.)

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9. **USE OF PURCHASE PRICE.** At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

10. **ABSTRACT AND TITLE.** Sellers, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of acceptance of this offer, and deliver it to Buyers for examination. It shall show merchantable title in Sellers in conformity with this agreement, Iowa law and Title Standards of the Iowa State Bar Association. The abstract shall become the property of the Buyers when the purchase price is paid in full. Sellers shall pay the costs of any additional abstracting and title work due to any act or omission of Sellers, including transfers by or the death of Sellers or their assignees.

11. **DEED.** Upon payment of the purchase price, Sellers shall convey the Real Estate to Buyers or their assignees, by warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in 1 a. through 1 d. Any general warranties of title shall extend only to the time of acceptance of this offer, with special warranties as to acts of Sellers continuing up to time of delivery of the deed.

12. **JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.** If Sellers, immediately preceding acceptance of this offer, hold title to the Real Estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the Sellers, then the proceeds of this sale, and any continuing or recaptured rights of Sellers in the Real Estate, shall belong to Sellers as joint tenants with full rights of survivorship and not as tenants in common; and Buyers, in the event of the death of either Seller, agree to pay any balance of the price due Sellers under this contract to the surviving Seller and to accept a deed from the surviving Seller consistent with paragraph 11.

13. **JOINDER BY SELLER'S SPOUSE.** Seller's spouse, if not a titleholder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing all rights of dower, homestead and distributive shares or in compliance with Section 561.13 of the Iowa Code and agrees to execute the deed or real estate contract for this purpose.

14. **TIME IS OF THE ESSENCE.** Time is of the essence in this contract.

15. **REMEDIES OF THE PARTIES**

- A. If Buyers fail to timely perform this contract, Sellers may forfeit it as provided in the Iowa Code, and all payments made shall be forfeited or, at Seller's option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of such failure (during which thirty days such failure is not corrected) Sellers may declare the entire balance immediately due and payable. Thereafter this contract may be foreclosed in equity and the Court may appoint a receiver.
- B. If Sellers fail to timely perform this contract, Buyers have the right to have all payments made returned to them.
- C. Buyers and Sellers also are entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

16. **STATEMENT AS TO LIENS.** If Buyers intend to assume or take subject to a lien on the Real Estate, Sellers shall furnish Buyers with a written statement from the holder of such lien, showing the correct balance due.

17. **SUBSEQUENT CONTRACT.** Any real estate contract executed in performance of this contract shall be on a form of the Iowa State Bar Association.

18. **APPROVAL OF COURT.** If the sale of the Real Estate is subject to Court approval, the fiduciary shall promptly submit this contract for such approval. If this contract is not so approved, it shall be void.

19. **CONTRACT BINDING ON SUCCESSORS IN INTEREST.** This contract shall apply to and bind the successors in interest of the parties.



20. **CONSTRUCTION.** Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

21. **CERTIFICATION.** Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

22. **TIME FOR ACCEPTANCE.** If this offer is not accepted by Sellers on or before \_\_\_\_\_ it shall become void and all payments shall be repaid to the Buyers.

23. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** Delete inappropriate alternatives below. If no deletions are made, the provisions set forth in Paragraph A shall be deemed selected.

- A. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.
- B. The Property is served by a private sewage disposal system, or there is a private sewage disposal system on the Property. Seller and Buyer agree to the provision selected in the attached Addendum for Inspection of Private Sewage Disposal System.
- C. Seller and Buyer agree that this transaction IS exempt from the time of transfer inspection requirements by reason that \_\_\_\_\_.

24. **OTHER PROVISIONS.**

Final sale pending approval with NSP program.

Purchase price shall not exceed final appraisal.

Approval pending City Council approval.

Dated: 4-7-16

Leticia Ramirez  
Buyer

\_\_\_\_\_  
Buyer

THIS OFFER IS ACCEPTED \_\_\_\_\_

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Spouse

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Spouse

TENTATIVE RESOLUTION PROVIDING FOR THE  
CONVEYANCE AND TRANSFER OF TITLE  
TO THE PROPERTY HEREIN DESCRIBED  
FROM THE CITY OF MARSHALLTOWN, IOWA  
TO LETICIA RAMIREZ

WHEREAS the Council of the City of Marshalltown, Iowa finds it is in the best interest of the City and proposes to transfer property set out and described in Section 1 hereof to the adjacent property owners, Leticia Ramirez; and

WHEREAS the consideration for the transfer of the real estate to Leticia Ramirez, as set forth in Section 1, is the full sum of \$ 50,000.00 (fifty thousand and 00/100) Dollars including costs of transfer and publication, said sum payable to the City of Marshalltown; and

WHEREAS the property being transferred by the City of Marshalltown, Iowa to Leticia Ramirez is real estate which is not being used to the full advantage of the City, and is not required for any other public purpose, and no rights of private persons will be adversely affected; and

WHEREAS the City of Marshalltown hereby proposes the transfer of said property, subject to easements being retained and rights of way of utilities, and access to and maintenance of said utilities. Said easements, rights of way and access will be retained until such time as the utility no longer utilizes or needs facilities in this location.

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

Section 1. The City of Marshalltown, Iowa, by this Tentative Resolution, proposes to transfer and convey title by Warranty Deed to the following described property Leticia Ramirez and said property is described as follows, to-wit:

612 W Church Street, legally described as follows:

Lot 2 of Lot 6 of Lot 5 of the Northeast Quarter of the Northeast Quarter of Section 34, Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa, and driveway rights over and across Lot 1 of Lot 6 of Lot 5 of the Northeast Quarter of the Northeast Quarter of said Section 34 as shown in Deed recorded in Book 436, Page 434 of the records of the Recorder's Office of Marshall County, Iowa.

Section 2. That the consideration for the above-referred to real estate being transferred in Section 1 to Leticia Ramirez, shall be the sum of \$ 50,000.00 (fifty thousand and 00/100) Dollars, including costs of transfer and publication, payable to the City of Marshalltown, Iowa.

Section 3. The City of Marshalltown hereby proposes the transfer of said property, subject to easements being retained and rights of way of utilities, and access to and maintenance of said utilities. Said easements, rights of way and access will be retained until such time as the utility no longer utilizes or needs facilities in this location.

Section 4. The City Clerk shall cause to be published the notice required by law, by publication once in the Marshalltown Times-Republican, a newspaper having general circulation in the City of Marshalltown, Iowa, the publication to be not less than four (4) days nor more than twenty (20) days prior to the date hereinafter fixed in the City Hall, 10 W State Street, Marshalltown, Iowa, on May 9, 2016, to consider any and all comments filed with the City Clerk or made in open council to the proposal for conveyance as herein contained and to take final action thereon.

Passed this 25th day of April, 2016, and signed this \_\_\_ day of April, 2016.

CITY OF MARSHALLTOWN, IOWA

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James L. Lowrance

ATTEST:

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Shari L. Coughenour, CMC, City Clerk

## **NOTICE OF PUBLIC HEARING**

PUBLIC NOTICE is hereby given that there is now on file in the Office of the Clerk of the CITY OF MARSHALLTOWN, IOWA, a Tentative Resolution wherein it is proposed to convey and transfer by Warranty Deed the following described properties in Marshalltown, Marshall County, Iowa, legally described as:

Lot 2 of Lot 6 of Lot 5 of the Northeast Quarter of the Northeast Quarter of Section 34, Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa, and driveway rights over and across Lot 1 of Lot 6 of Lot 5 of the Northeast Quarter of the Northeast Quarter of said Section 34 as shown in Deed recorded in Book 436, Page 434 of the records of the Recorder's Office of Marshall County, Iowa.;

from the City of Marshalltown to Leticia Ramirez. The consideration for such conveyance shall be the sum of \$ 50,000.00 (fifty thousand and 00/100) Dollars, plus other good and valuable consideration, and costs of transfer and publication.

The final action on the Tentative Resolution now on file will be taken at a meeting of the City Council to be held in the City Council Chambers, City Hall, 10 W State Street, on May 9, 2016, at 5:30 PM, Central Standard Time, at which time and place hearing will be had on any bids or comments made in writing or orally at said hearing to the proposed conveyance and the Council will take final action on the resolution now on file.

This notice is given as required by Section 364.7 of the Code of Iowa.

Shari L. Coughenour, City Clerk of Marshalltown Iowa.

RESOLUTION ADOPTING TENTATIVE RESOLUTION  
PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE  
BY THE CITY OF MARSHALLTOWN, IOWA  
TO LETICIA RAMIREZ  
TO THE PROPERTY DESCRIBED HEREIN AND  
AUTHORIZING EXECUTION AND DELIVERY OF WARRANTY DEED

WHEREAS the Council of the City of Marshalltown, Iowa did, on the 25th day of April, 2016, place on file a Tentative Resolution whereby it proposed to sell, dispose of and convey the title of the CITY OF MARSHALLTOWN, IOWA to LETICIA RAMIREZ, the property, located in Marshalltown, Iowa, herein after described; and

WHEREAS published notice as required by law of the intended conveyance by the CITY OF MARSHALLTOWN, IOWA, of the real estate owned by it and described hereinafter has all been duly published and no other bids or objections to the proposed conveyance have been filed in writing with the City Clerk and no objections thereto are made in open Council meeting to the proposed conveyance for the consideration as therein described and as heretofore set forth and that this is the time and place provided for in said Tentative Resolution and in the published notice for this Council to take final action upon said Tentative Resolution; and

WHEREAS the purpose of this Resolution is to authorize the conveyance by the CITY OF MARSHALLTOWN, IOWA, to LETICIA RAMIREZ, of the real estate hereinafter described subject to easements, rights of way and access for public utilities and sewers,

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

Section 1. The Tentative Resolution placed on file in the office of the Clerk of the CITY OF MARSHALLTOWN, IOWA, on the 25th day of April, 2016, whereby it is proposed to sell and dispose of and convey title of the CITY MARSHALLTOWN, IOWA, subject to easements, rights of way and access for public utilities and sewers as set out in Section 2, to the real estate located in the City of Marshalltown described as:

612 W Church Street, legally described as follows:

Lot 2 of Lot 6 of Lot 5 of the Northeast Quarter of the Northeast Quarter of Section 34, Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa, and driveway rights over and across Lot 1 of Lot 6 of Lot 5 of the Northeast Quarter of the Northeast Quarter of said Section 34 as shown in Deed recorded in Book 436, Page 434 of the records of the Recorder's Office of Marshall County, Iowa., subject to reservation by the City for easements, rights of ways and access being retained for said property for utilities, access and maintenance of utilities, and for such other municipal easement as presently exists,

to Leticia Ramirez, is hereby approved and adopted.

Section 2. The conveyance of the real estate as is described in Section 1 of this Resolution shall be by Warranty Deed, from the CITY OF MARSHALLTOWN, subject to easements, rights of ways and access being retained for said property for utilities, access and maintenance of utilities, and for such other municipal easement as presently exists. Said easements, rights of way and access will be retained until such time as their retention is no longer desired by the City of Marshalltown, Iowa.

Section 3. The Mayor and Clerk are hereby authorized to execute the Warranty Deed, as referred to herein and upon receipt of the consideration therein, deliver the deed to the Buyer and to do all things necessary to carry out said sale.

Passed this 9th day of May, 2016, and signed this \_\_\_\_ day of May, 2016.

CITY OF MARSHALLTOWN, IOWA

---

James L. Lowrance, Mayor  
ATTEST:

---

Shari L. Coughenour, CMC, City Clerk



James L. Lowrance, Mayor  
Randy A. Wetmore, City Administrator  
36 North Center Street  
Marshalltown, IA 50158-4911  
Tel - (641) 754-5756  
Fax - (641) 754-5742

April 25, 2016

To: Mayor James L. Lowrance  
Members of the City Council

From: Michelle Spohnheimer  
Housing & Community Development Director

Re: Eagle View at Wandering Creek, Plat and Master Plan

**Policy Issue:** The property known as Eagle View at Wandering Creek is zoned Planned Unit Development. The developer has prepared and submitted a Preliminary Plat and Final Plat for the 1<sup>st</sup> Addition as well as a Preliminary and Final Master Plan for the 1<sup>st</sup> Addition. These items were reviewed by the Plan Zoning Commission on March 10, 2016.

**Recommendation:** The Plan Zoning Commission recommended approval of the documents on March 10, 2016.

**Background:** As previously discussed with the Council this development will be very similar in nature to the original plan back in 2007. There have been many meetings to discuss the conditions and details of the plans. The owners would like to continue construction of units in the 1<sup>st</sup> Addition which is on the existing private road.

**Budget Impact:** There is not a budget impact for this proposal.

**Attachment:** Platting documents and plans.

cc: Randy Wetmore, City Administrator

City Council  
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop,  
Robert Schubert, Bill Martin, Bethany Wirin



RESOLUTION APPROVING PRELIMINARY MASTER PLAN FOR EAGLE VIEW AT  
WANDERING CREEK AND FINAL MASTER PLAN FOR EAGLE VIEW AT WANDERING  
CREEK 1<sup>ST</sup> ADDITION

WHEREAS the Preliminary Master Plan for Eagle View at Wandering Creek and the Final Master Plan for Eagle View at Wandering Creek 1st Addition, has been filed for review and approval; and

WHEREAS the Plan Zoning Commission reviewed and recommended approval of the Preliminary Master Plan for Eagle View at Wandering Creek and the Final Master Plan for Eagle View at Wandering Creek 1st Addition at a meeting on March 10, 2016; and

WHEREAS the City Council has reviewed the Preliminary Master Plan for Eagle View at Wandering Creek and the Final Master Plan for Eagle View at Wandering Creek 1st Addition.

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

Section 1. This Council hereby approves the Preliminary Master Plan for Eagle View at Wandering Creek and the Final Master Plan for Eagle View at Wandering Creek 1st Addition under the conditions as set forth therein.

Passed this \_\_\_\_ day of April 2016 and signed this \_\_\_\_ day of April 2016.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
James L. Lowrance, Mayor

ATTEST:

\_\_\_\_\_  
Shari L. Coughenour, CMC, City Clerk



RESOLUTION APPROVING PRELIMINARY PLAT for EAGLE VIEW AT WANDERING CREEK  
AND FINAL PLAT FOR EAGLE VIEW AT WANDERING CREEK 1<sup>ST</sup> ADDITION

WHEREAS the Preliminary Plat for Eagle View at Wandering Creek and the Final Plat for Eagle View at Wandering Creek 1st Addition, has been filed for review and approval; and

WHEREAS the Plan Zoning Commission reviewed and recommended approval of the Preliminary Plat for Eagle View at Wandering Creek and the Final Plat for Eagle View at Wandering Creek 1st Addition at a meeting on March 10, 2016; and

WHEREAS the City Council has reviewed the Preliminary Plat for Eagle View at Wandering Creek and the Final Plat for Eagle View at Wandering Creek 1st Addition.

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

Section 1. This Council hereby approves the Preliminary Plat for Eagle View at Wandering Creek and the Final Plat for Eagle View at Wandering Creek 1st Addition under the conditions as set forth therein.

Passed this \_\_\_\_ day of April 2016 and signed this \_\_\_\_ day of April 2016.

CITY OF MARSHALLTOWN, IOWA

---

James L. Lowrance, Mayor

ATTEST:

---

Shari L. Coughenour, CMC, City Clerk

# MOORE, McKIBBEN, GOODMAN & LORENZ, LLP

JAMES R. MOORE  
LARRY E. McKIBBEN  
JAMES L. GOODMAN  
WILLIAM J. LORENZ  
DOUGLAS W. BEALS  
MICHAEL R. HORN  
NORMA J. MEADE  
SEAN K. HEITMANN  
BRANDON W. RUOPP  
BRANDON J. BUCK

OF COUNSEL  
ALLEN E. BRENNECKE

RETIRED  
JAMES E. ROAN  
JAMES A. SCHWIEBERT

ATTORNEYS AND COUNSELORS AT LAW  
FOUNDED IN 1885

26 S. FIRST AVENUE  
P.O. BOX 618  
MARSHALLTOWN, IA 50158  
641-752-4271  
FAX 641-752-5266  
[www.marshalltownlaw.com](http://www.marshalltownlaw.com)

MONTEZUMA OFFICE  
401 E. Washington  
P.O. Box 38  
Montezuma, IA 50171  
641-623-5964  
FAX 641-623-5929

TOLEDO OFFICE  
120 East High Street  
P.O. Box 249  
Toledo, IA 52342  
641-484-2320  
FAX 641-484-3056  
Formerly  
Mickelson, Roan & Appelgate

April 6, 2016

Honorable James L. Lowrance, Mayor  
Honorable Members of the City Council  
City of Marshalltown, Iowa

Dear Ladies and Gentlemen:

This is to certify that I have examined the Abstract of Title in one part last continued by Marshall County Abstract Company of Marshalltown, Iowa and last certified to March 31, 2016 at 8:00 a.m. covering the following described real estate:

Lots B and C in Wandering Creek First Addition to the City of Marshalltown, Marshall County, Iowa; And Parcel "B" located entirely within Parcel "A" in the Southwest Quarter of the Northeast Quarter of Section 9, Township 83 North, Range 18 West of the 5<sup>th</sup> P.M., Marshall County, Iowa, as shown in Plat of Survey recorded in Document No. 2007-00006126, except Wandering Creek First Addition to the City of Marshalltown, as shown in Plat of Survey recorded in Document No. 2011-00006161, all of the records of the Recorder/Auditor's Office of Marshall County, Iowa.

The abstract is certified from and includes the dates of Root of Title, the same being the deed recorded in Book B-17 at Page 563..

I further certify that I know of my own knowledge that the addition to be platted by Red Earth Real Estate Holdings Co., proprietor and owner of the above described real estate to be known as follows, to wit:

Eagle View at Wandering Creek 1<sup>st</sup> Addition located within Parcel "B" located entirely within Parcel "A" in the Southwest Quarter of the Northeast Quarter of Section 9, Township 83 North Range 18 West of the 5<sup>th</sup> P.M., City of Marshalltown, Marshall County, Iowa.

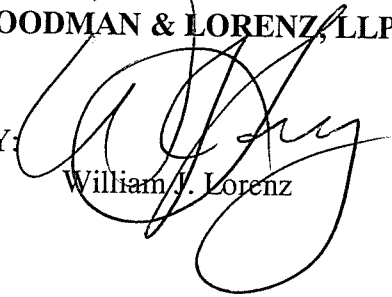
Honorable Gene Beach, Mayor  
Honorable Members of the City Council  
City of Marshalltown, Iowa  
April 6, 2016  
Page 2

I further certify that according to said abstract of title the fee simple ownership to the real estate described above is in the proprietor and owner Red Earth Real Estate Holdings Co. and that the real estate upon which said addition is laid out and platted is free and clear of any and all liens and encumbrances.

I certify that this opinion of title is made pursuant to and in compliance with Section 354.4 and related sections of the 2015 Code of Iowa, as amended.

**MOORE, McKIBBEN  
GOODMAN & LORENZ, LLP**

BY:

  
William J. Lorenz

WJL/js

Prepared by William J. Lorenz, P. O. Box 618, Marshalltown, IA 50158, 641-752-4271

**DEDICATION**

STATE OF IOWA                    )  
                                              )  
COUNTY OF MARSHALL        )        ss:

Red Earth Real Estate Holdings Co., the undersigned owner of record in fee simple of the following described real estate, to wit:

Lots B and C in Wandering Creek First Addition to the City of Marshalltown, Marshall County, Iowa; And Parcel "B" located entirely within Parcel "A" in the Southwest Quarter of the Northeast Quarter of Section 9, Township 83 North, Range 18 West of the 5<sup>th</sup> P.M., Marshall County, Iowa, as shown in Plat of Survey recorded in Document No. 2007-00006126, except Wandering Creek First Addition to the City of Marshalltown, as shown in Plat of Survey recorded in Document No. 2011-00006161, all of the records of the Recorder/Auditor's Office of Marshall County, Iowa,

being the real estate upon which the following-described platted

addition, to wit:

Eagle View at Wandering Creek 1<sup>st</sup> Addition located within Parcel "B" located entirely within Parcel "A" in the Southwest Quarter of the Northeast Quarter of Section 9, Township 83 North Range 18 West of the 5<sup>th</sup> P.M., City of Marshalltown, Marshall County, Iowa,

as laid out into lots as shown by the annexed plat drawing and plat, hereby certify that Red Earth Real Estate Holdings Co., caused said addition to be laid out and platted in lots and streets and that the disposition of the real estate as shown by the said plat is with the owner's free consent and in

accordance with the owner's desires and conforming to the established requirements for the platting and development under the ordinances of the City of Marshalltown, Marshall County, Iowa.

That the measurements of the lots contained in said addition are as indicated on the attached plat drawing. That this plat drawing conforms to the preliminary plat as previously approved by this Council.

That easements for utilities designed, designated and shown upon said plat drawing are hereby dedicated to the City of Marshalltown for the use of its franchise holders, and of Marshalltown, Marshall County, Iowa, and any right, title or interest that the undersigned could have or might claim are hereby relinquished and released for said purpose.

Dated this 8<sup>th</sup> day of April, 2016.

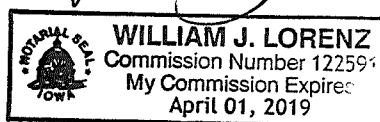
Red Earth Real Estate Holdings Co.

BY: Jeff Denniston  
Jeff Denniston, CEO

STATE OF IOWA, COUNTY OF MARSHALL, ss:

On this 8<sup>th</sup> day of April, 2016, before me, a Notary Public in and for the said State, personally appeared Jeff Denniston, to me personally known, who being by me duly sworn did say that he is the CEO of said company, and that said instrument was signed on behalf of the said company by authority of its managers and the said Jeff Denniston acknowledged the execution of said instrument to be the voluntary act and deed of said company by it voluntarily executed.

William J. Lorenz  
Notary Public in and for said State.



Prepared by William J. Lorenz, P. O. Box 618, Marshalltown, IA 50158, 641-752-4271

RESOLUTION ACCEPTING DEDICATION OF  
EAGLE VIEW AT WANDERING CREEK 1<sup>ST</sup> ADDITION TO  
MARSHALLTOWN, MARSHALL COUNTY, IOWA

WHEREAS, a plat of proposed addition within the corporate limits of the City of Marshalltown, Marshall County, Iowa, laid out upon the following described real estate, to wit:

Lots B and C in Wandering Creek First Addition to the City of Marshalltown, Marshall County, Iowa; And Parcel "B" located entirely within Parcel "A" in the Southwest Quarter of the Northeast Quarter of Section 9, Township 83 North, Range 18 West of the 5<sup>th</sup> P.M., Marshall County, Iowa, as shown in Plat of Survey recorded in Document No. 2007-00006126, except Wandering Creek First Addition to the City of Marshalltown, as shown in Plat of Survey recorded in Document No. 2011-00006161, all of the records of the Recorder/Auditor's Office of Marshall County, Iowa

has been filed with the City Clerk, said proposed addition to be known as:

Eagle View at Wandering Creek 1<sup>st</sup> Addition located within Parcel  
"B" located entirely within Parcel "A" in the Southwest Quarter of  
the Northeast Quarter of Section 9, Township 83 North Range 18  
West of the 5<sup>th</sup> P.M., City of Marshalltown, Marshall County,  
Iowa;

and

WHEREAS, the same has been submitted to the City Attorney and City Engineer and the Marshalltown Planning Commission, as by law provided, and that they have approved the same after examination thereof, and each found same to be in conformity with the established requirements for the platting and development under the ordinance of the City of Marshalltown, Marshall County, Iowa, and in conformity with the preliminary plat and the law governing the same; and

WHEREAS, the preliminary plat was approved in conformity with the ordinances of the City of Marshalltown, Iowa; and

WHEREAS, the City Council has given due consideration to the same and finds that said plat conforms to the applicable and governing provisions of Chapter 354 and other related statutes to the Code of Iowa (2015) and to the City Ordinances of the City of Marshalltown, Iowa;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Marshalltown, Iowa:

That said plat of Eagle View at Wandering Creek 1<sup>st</sup> Addition to Marshall, Marshall County, Iowa, as above described and as filed with the City Clerk, be and the same is hereby approved and accepted and any procedural discrepancies of the Platting Ordinance are waived and the Mayor and Clerk are hereby directed to certify this Resolution which shall be affixed to said plat and delivered the same to the grantors hereof. All of which is hereby authorized and approved by this Council.

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
James L. Lowrance, Mayor  
City of Marshalltown, Iowa

ATTEST:

\_\_\_\_\_  
Shari L. Coughenour, Clerk  
City of Marshalltown, Iowa

MAYOR'S AND CLERK'S CERTIFICATE

STATE OF IOWA                    )  
                                          )  
COUNTY OF MARSHALL        )       ss:

This is to certify that the above and foregoing Resolution entitled "Resolution Accepting Dedication of Eagle View at Wandering Creek 1<sup>st</sup> Addition to Marshalltown, Marshall County, Iowa," was duly passed and adopted by the Council of the City of Marshalltown, Iowa, duly and legally assembled at a Regular meeting of the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, all as appears by the official records of the City of Marshalltown, Iowa, in the office of the City Clerk of Marshalltown, Iowa.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the seal fo the City of Marshalltown, Iowa, on this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 2016.

\_\_\_\_\_  
James L. Lowrance, Mayor  
City of Marshalltown, Iowa

\_\_\_\_\_  
Shari L. Coughenour, Clerk  
City of Marshalltown, Iowa



Prepared by William J. Lorenz, P. O. Box 618, Marshalltown, IA 50158, 641-752-4271

### **QUIT CLAIM DEED**

KNOW ALL MEN BY THESE PRESENTS:

That Red Earth Real Estate Holdings Co., the legal titleholder and owner of record of Eagle View at Wandering Creek 1<sup>st</sup> Addition to Marshalltown, Marshall County, Iowa, in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand paid, does hereby Quit Claim to the CITY OF MARSHALLTOWN, IOWA, for use by it and its franchise holders, a right of easement for erection, installation and maintenance of public utilities and services in, under or across the following described real estate, but not including a right of usage for or as a public street or alley:

#### **SANITARY AND STORM SEWER EASEMENT:**

The West 20 feet of Lot 6

ALL AS DEPICTED ON THE FINAL PLAT OF EAGLE VIEW AT WANDERING CREEK 1<sup>ST</sup> ADDITION AS RECORDED AT THE MARSHALL COUNTY RECORDER'S OFFICE.

#### **UTILITY AND WATERMAIN EASEMENT:**

The South 5 feet of Lot 1 and the East 10 feet of Lot 1;

The North 5 feet of Lot 2, the East 20 feet of Lot 2, the South 23 feet of Lot 2 and 10 feet Southeasterly portion of Lot 2;

The North 23 feet of Lot 3, the East 10 feet of Lot 3 and the South 10 feet of Lot 3;

The South 10 feet of Lot 4, the West 10 feet of Lot 4 the North 5 feet Northwesterly of the 72.59 feet of Lot 4 and the Northwesterly 10 feet of Lot 4;

The Southeasterly 5 feet of Lot 5, the Northeasterly 10 feet of Lot 5 and the Northeasterly 28 feet of Lot 5; and

The Southwesterly 23 feet of Lot 6,

ALL AS DEPICTED ON THE FINAL PLAT OF EAGLE VIEW AT WANDERING CREEK 1<sup>ST</sup> ADDITION AS RECORDED AT THE MARSHALL COUNTY RECORDER'S OFFICE.

All in EAGLE VIEW AT WANDERING CREEK 1<sup>st</sup> Addition to Marshall, Marshall County, Iowa

The easement rights herein granted and conveyed include the right of ingress and egress for the erection, installation, and maintenance of public utilities and services.

Dated this 8<sup>th</sup> day of April, 2016.

Red Earth Real Estate Holdings Co.

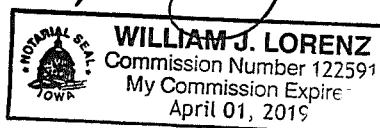
BY: Jeff Denniston  
Jeff Denniston, CEO

STATE OF IOWA, COUNTY OF MARSHALL, ss:

STATE OF IOWA, COUNTY OF MARSHALL, ss:

On this 8<sup>th</sup> day of April, 2016, before me, a Notary Public in and for the said State, personally appeared Jeff Denniston, to me personally known, who being by me duly sworn did say that he is the CEO of said company, and that said instrument was signed on behalf of the said company by authority of its managers and the said Jeff Denniston acknowledged the execution of said instrument to be the voluntary act and deed of said company by it voluntarily executed.

William J. Lorenz  
Notary Public in and for said State.



Prepared by William J. Lorenz, P. O. Box 618, Marshalltown, IA 50158, 641-752-4271

### RESOLUTION ACCEPTING QUIT CLAIM DEED

WHEREAS, Red Earth Real Estate Holdings Co the legal titleholder and owner of record of Eagle View at Wandering Creek 1<sup>st</sup> Addition to Marshall, Marshall County, Iowa, have conveyed to the CITY OF MARSHALLTOWN, IOWA, for its use and use by its franchise holders, a right of easement for erection, installation and maintenance of public utilities and services in, under or across the following described real estate, but not including a right of usage for or as a public street or alley:

#### SANITARY AND STORM SEWER EASEMENT:

The West 20 feet of Lot 6

ALL AS DEPICTED ON THE FINAL PLAT OF EAGLE VIEW AT WANDERING CREEK 1<sup>ST</sup> ADDITION AS RECORDED AT THE MARSHALL COUNTY RECORDER'S OFFICE.

#### UTILITY AND WATERMAIN EASEMENT:

The South 5 feet of Lot 1 and the East 10 feet of Lot 1;

The North 5 feet of Lot 2, the East 20 feet of Lot 2, the South 23 feet of Lot 2 and 10 feet Southeasterly portion of Lot 2;

The North 23 feet of Lot 3, the East 10 feet of Lot 3 and the South 10 feet of Lot 3;

The South 10 feet of Lot 4, the West 10 feet of Lot 4 the North 5 feet Northwesterly of the 72.59 feet of Lot 4 and the Northwesterly 10 feet of Lot 4;

The Southeasterly 5 feet of Lot 5, the Northeasterly 10 feet of Lot 5 and the Northeasterly 28 feet of Lot 5; and

The Southwesterly 23 feet of Lot 6,

ALL AS DEPICTED ON THE FINAL PLAT OF EAGLE VIEW AT WANDERING CREEK 1<sup>ST</sup> ADDITION AS RECORDED AT THE MARSHALL COUNTY RECORDER'S OFFICE.

All in EAGLE VIEW AT WANDERING CREEK 1<sup>st</sup> Addition to Marshall, Marshall County, Iowa

WHEREAS, the easement rights herein granted and conveyed include the right of ingress and egress for the erection, installation and maintenance of public utilities and services; and

WHEREAS, the City Council has given due consideration to same and finds that said Quit Claim Deed should be accepted subject to and on the conditions contained therein.

NOW THEREFORE BE IT RESOLVED by the Council of the CITY OF MARSHALLTOWN:

That said Quit Claim Deed of the above and foregoing real estate for easement purposes and under the conditions therein contained, be approved, and the same is hereby approved and accepted.

ALL OF WHICH IS hereby authorized and approved by this Council.

Councilman \_\_\_\_\_ moved the adoption of the foregoing Resolution and seconded by Councilman \_\_\_\_\_ and upon Roll Call the members of the Council voted as follows:

YEA: \_\_\_\_\_

NAY: \_\_\_\_\_

ABSENT: \_\_\_\_\_

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
James L. Lowrance, Mayor  
City of Marshalltown, Iowa

ATTEST:

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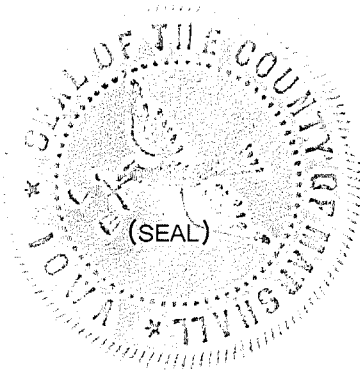
Shari L. Coughenour, Clerk  
City of Marshalltown, Iowa

AUDITOR'S APPROVAL OF SUBDIVISION NAME

STATE OF IOWA, MARSHALL COUNTY, ss:

I, Deanne Raymond, being Auditor of Marshall County, Iowa, do hereby approve, pursuant to Iowa Code §354.6(2) and §354.11(6), the subdivision name EAGLE VIEW AT WANDERING CREEK FIRST ADDITION on the annexed plat and find the same to be succinct and unique in Marshall County, Iowa.

Witness my hand and seal this 7<sup>th</sup> day of March, 2016.



Deanne Raymond

Deanne Raymond, Auditor

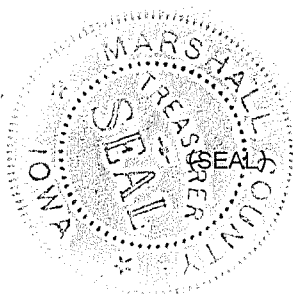
Marshall County, Iowa

TREASURER'S CERTIFICATE

STATE OF IOWA, MARSHALL COUNTY, ss:

I, Jarret Heil, being Treasurer of Marshall County, Iowa, do hereby certify that land on which EAGLE VIEW AT WANDERING CREEK FIRST ADDITION, Marshall County, Iowa, is laid out and platted as shown by the annexed plat is free from property taxes.

Witness my hand and seal this 7<sup>th</sup> day of March, 2016.



Jarret Heil  
Jarret Heil, Treasurer  
Marshall County, Iowa

**REAL ESTATE TRANSFER - GROUNDWATER HAZARD STATEMENT**  
TO BE COMPLETED BY TRANSFEROR

**TRANSFEROR:**

Name Red Earth Real Estate Holdings Co.

Address 349 Meskwaki Road, Tama, IA 52339

Number and Street or RR

City, Town or P.O.

State

Zip

**TRANSFeree:**

Name Eagle View at Wandering Creek 1st Addition

Address \_\_\_\_\_

Number and Street or RR

City, Town or P.O.

State

Zip

Address of Property Transferred:

Eagle View at Wandering Creek 1st Addition

Number and Street or RR

City, Town or P.O.

State

Zip

Legal Description of Property: (Attach if necessary) Eagle View at Wandering Creek 1st Addition, City of Marshalltown, Marshall County, Iowa

**1. Wells (check one)**

☒ There are no known wells situated on this property.

☐ There is a well or wells situated on this property. The type(s), location(s) and legal status are stated below or set forth on an attached separate sheet, as necessary.

**2. Solid Waste Disposal (check one)**

☒ There is no known solid waste disposal site on this property.

☐ There is a solid waste disposal site on this property and information related thereto is provided in Attachment #1, attached to this document.

**3. Hazardous Wastes (check one)**

☒ There is no known hazardous waste on this property.

☐ There is hazardous waste on this property and information related thereto is provided in Attachment #1, attached to this document.

**4. Underground Storage Tanks (check one)**

☒ There are no known underground storage tanks on this property. (Note exclusions such as small farm and residential motor fuel tanks, most heating oil tanks, cisterns and septic tanks, in instructions.)

☐ There is an underground storage tank on this property. The type(s), size(s) and any known substance(s) contained are listed below or on an attached separate sheet, as necessary.

**5. Private Burial Site (check one)**

- ☒ There are no known private burial sites on this property.  
☐ There is a private burial site on this property. The location(s) of the site(s) and known identifying information of the decedent(s) is stated below or on an attached separate sheet, as necessary.

**6. Private Sewage Disposal System (check one)**

- ☒ All buildings on this property are served by a public or semi-public sewage disposal system.  
☐ This transaction does not involve the transfer of any building which has or is required by law to have a sewage disposal system.  
☐ There is a building served by private sewage disposal system on this property or a building without any lawful sewage disposal system. A certified inspector's report is attached which documents the condition of the private sewage disposal system and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. A certified inspection report must be accompanied by this form when recording.  
☐ There is a building served by private sewage disposal system on this property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. The buyer has executed a binding acknowledgment with the county board of health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. A copy of the binding acknowledgment is attached to this form.  
☐ There is a building served by private sewage disposal system on this property. The buyer has executed a binding acknowledgment with the county board of health to install a new private sewage disposal system on this property within an agreed upon time period. A copy of the binding acknowledgment is provided with this form.  
☐ There is a building served by private sewage disposal system on this property. The building to which the sewage disposal system is connected will be demolished without being occupied. The buyer has executed a binding acknowledgment with the county board of health to demolish the building within an agreed upon time period. A copy of the binding acknowledgment is provided with this form. [Exemption #9]  
☐ This property is exempt from the private sewage disposal inspection requirements pursuant to the following exemption [Note: for exemption #9 use prior check box]: \_\_\_\_\_  
☐ The private sewage disposal system has been installed within the past two years pursuant to permit number \_\_\_\_\_.

**Information required by statements checked above should be provided here or on separate sheets attached hereto:**

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**I HEREBY DECLARE THAT I HAVE REVIEWED THE INSTRUCTIONS FOR THIS FORM  
AND THAT THE INFORMATION STATED ABOVE IS TRUE AND CORRECT.**

Signature: by: Jeff D. Smithy CEO Telephone No.: 641-484-2638  
(Transfer of Agent)



## GROUNDWATER HAZARD STATEMENT

### ATTACHMENT #1

#### NOTICE OF WASTE DISPOSAL SITE

**a. Solid Waste Disposal (check one)**

- ☐ There is a solid waste disposal site on this property, but no notice has been received from the Department of Natural Resources that the site is deemed to be potentially hazardous.
- ☐ There is a solid waste disposal site on this property which has been deemed to be potentially hazardous by the Department of Natural Resources. The location(s) of the site(s) is stated below or on an attached separate sheet, as necessary.

**b.. Hazardous Wastes (check one)**

- ☐ There is hazardous waste on this property and it is being managed in accordance with Department of Natural Resources rules.
- ☐ There is hazardous waste on this property and the appropriate response or remediation actions, or the need therefore, have not yet been determined.

Further descriptive information:

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**I HEREBY DECLARE THAT I HAVE REVIEWED THE INSTRUCTIONS FOR THIS FORM  
AND THAT THE INFORMATION STATED ABOVE IS TRUE AND CORRECT.**

Signature: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
(Transferor or Agent)

[illegible]

MOORE PARTICULARLY DESCRIBED AS FOLLOWS:  
EAGLE VIEW AT ANDERSON CREEK 1ST ADDITION LOCATED WITHIN PARCEL 7, LOCATED BRIEFLY  
WITHIN PARCEL 4, IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8,  
TOWNSHIP 23 NORTH, RANGE 13 WEST OF THE 5TH P.M., CITY OF MARSHALLTOWN MARSHALL COUNTY,  
IOWA.

[illegible]

- ALL SUBDIVISION BOUNDARIES ARE WITHIN THE 1:10,000 ERROR OF CLOSURE REQUIREMENT
- ALL LOTS ARE WITHIN THE 1,5000 ERROR OF CLOSURE REQUIREMENT

ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS  
 USING TRIMBLE DATA COLLECTOR 4000/2000



Pages or sheets covered by this note: 142

CORNER MONUMENT FOUNDATION  
CORNER MONUMENT SET  
CORNERS W/O RANGING PLASTIC ID CAP  
CORNERS W/O RANGING PLASTIC  
UNLESS NOTED OTHERWISE  
REPAIR W/O RANGING PLASTIC

9

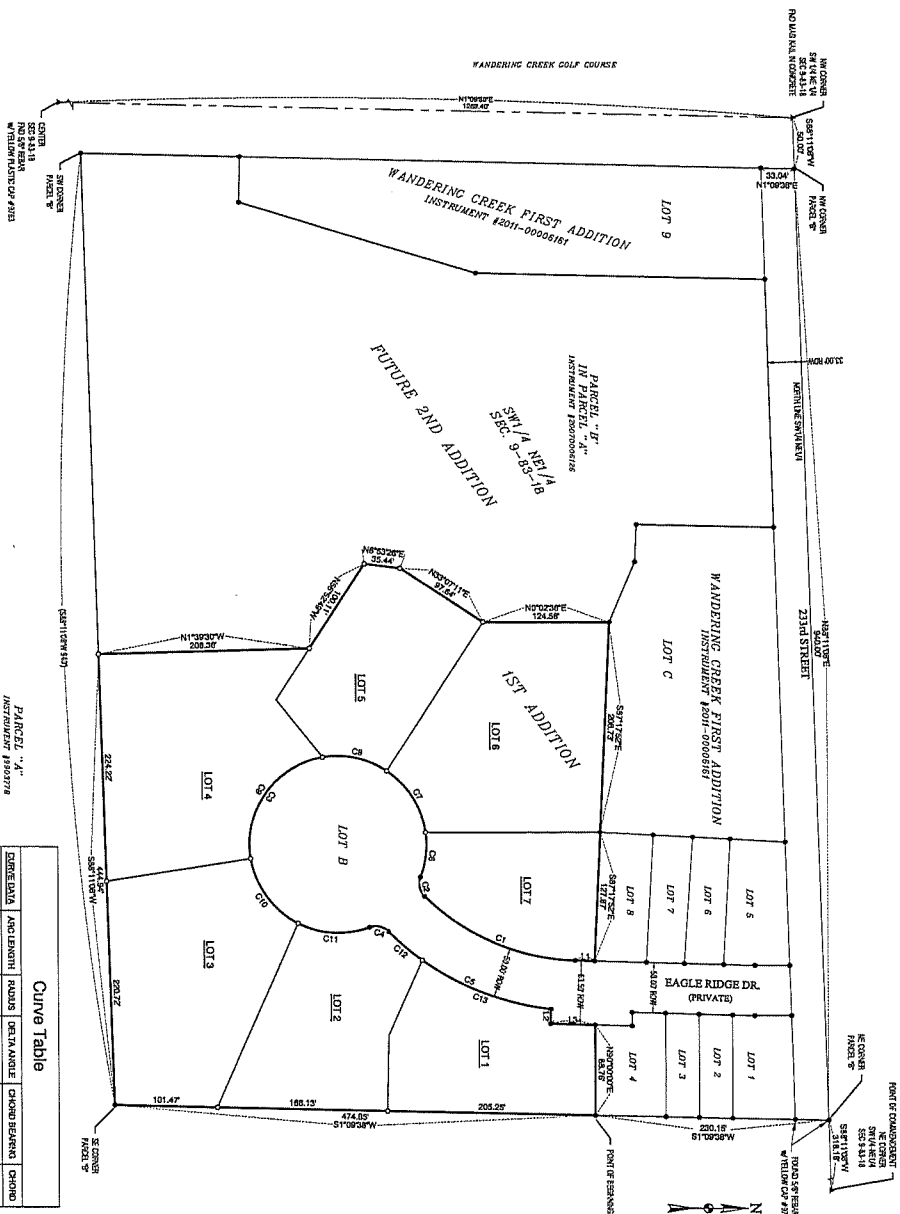
TRANS R STEWART, P.L.S.  
ADAM DAIERS, P.E.  
CLAPSIDDLE GARDEN ASSOCIATES  
P.O. BOX 754 -16 E MAIN STREET  
MARSHALL TOWN, IOWA 50154  
(641) 752-6701

**PLANNED UNIT DEVELOPMENT**  
**UNIFORM SETBACK 5 FEET**  
**MAXIMUM DENSITY: 4 UNITS PER PARCEL**

4

|        |        |        |
|--------|--------|--------|
| 62.90  | 81.50  | 53.53  |
| 72.70  | 87.50  | 47.35  |
| 43.74  | 270.00 | 916.35 |
| 137.23 | 270.00 | 29.07  |

|      |      |      |      |
|------|------|------|------|
| 1.50 | 1.63 | 1.69 | 5.78 |
|------|------|------|------|

PARREL A  
INSTRUMENT 19903771

| Curve Table |              |       |             |             |         |
|-------------|--------------|-------|-------------|-------------|---------|
| DISTANCE    | ACCELERATION | ROADS | CRUISE MODE | DRIVE MODES | DRIVING |
| 01          | 16.17        | 25.00 | 47.97/47.97 | 57.97/12.00 | 16.25   |
| 02          | 20.49        | 17.50 | 67.00/4.7   | 67.00/3.00  | 19.45   |
| 03          | 47.85        | 17.50 | 51.71/15.04 | 54.00/20.00 | 18.82   |
| 04          | 14.89        | 17.50 | 62.50/4.42  | 64.75/20.00 | 18.82   |
| 05          | 16.87        | 27.00 | 50.17/10.00 | 60.25/19.00 | 17.00   |
| 06          | 45.62        | 27.00 | 57.97/23.71 | 58.57/19.00 | 45.11   |
| 07          | 73.47        | 17.50 | 47.97/26.51 | 57.97/19.00 | 71.33   |
| 08          | 65.82        | 17.50 | 47.94/3.57  | 51.11/19.19 | 64.72   |
| 09          | 103.47       | 17.50 | 67.21/19.00 | 53.97/19.00 | 73.00   |
| 10          | 82.97        | 17.50 | 57.57/50.00 | 58.57/34.00 | 70.85   |
| 11          | 72.17        | 17.50 | 47.97/50.00 | 51.11/19.00 | 70.85   |
| 12          | 43.17        | 27.00 | 47.97/51.71 | 54.00/20.00 | 45.11   |
| 13          | 137.25       | 27.00 | 50.07/19.00 | 60.25/19.00 | 136.78  |

GRAPHIC SCALE

0 20 40 60 80 100

NO.

REVISION

BY

DATE

NO.

REVISION

BY

DATE

CGA

Charles G. Galt, Architect, Inc.  
11144 14th Street, Suite 200  
Des Moines, Iowa 50315  
www.charlesgalt.com

DRAWN BY

DATE 2-2-16

CHECKED BY

DATE 2-2-16

APPROVED BY

DATE 2-2-16

EAGLE VIEW AT WANDERING CREEK 1ST ADDITION

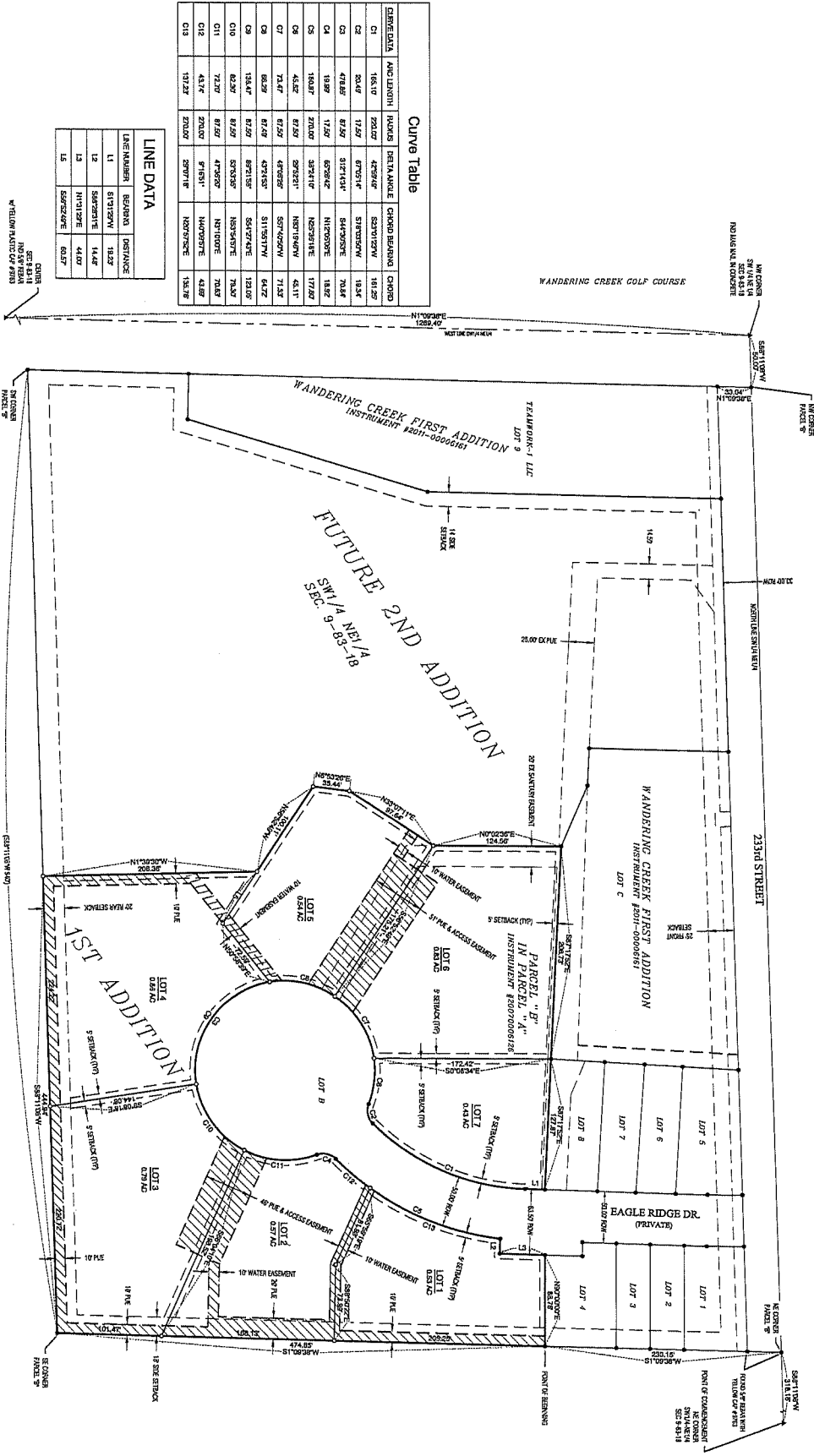
MARSHALSTOWN, IOWA

FINAL PLAT

5574.05

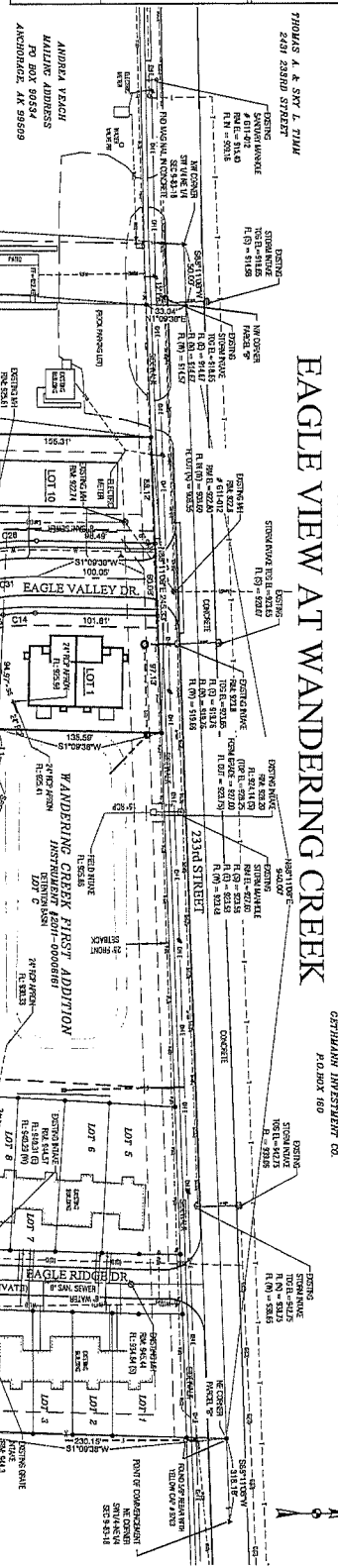
SHEET NO.

2 OF 2



| LINE DATA   |             |          |  |
|-------------|-------------|----------|--|
| LINE NUMBER | BEARING     | DISTANCE |  |
| L1          | S71°12'29"N | 13.22    |  |
| L2          | S64°25'16"E | 14.48    |  |
| L3          | N1°11'29"E  | 44.03    |  |
| L5          | S64°25'16"E | 60.27    |  |

| Curve Table |            |               |           |                    |
|-------------|------------|---------------|-----------|--------------------|
| CURVE DATA  | ARC LENGTH | CHORD BEARING | CHORD     |                    |
| C1          | 16.10      | P20.02        | 42°59'46" | S23°01'22"W 18.25  |
| C2          | 30.48      | 17.25         | 87°03'14" | S74°02'07"W 18.84  |
| C3          | 47.85      | 87.25         | 51°14'14" | S44°02'05"E 70.84  |
| C4          | 19.89      | 17.25         | 82°28'42" | N12°02'02"E 18.82  |
| C5          | 16.87      | 20.02         | 35°24'14" | N25°25'18"E 17.82  |
| C6          | 45.82      | 87.25         | 29°32'21" | N57°18'47"W 43.17  |
| C7          | 71.47      | 87.25         | 4°09'55"  | S57°46'25"W 71.52  |
| C8          | 88.29      | 87.25         | 4°21'53"  | S11°51'17"W 64.22  |
| C9          | 134.47     | 87.25         | 8°07'15"  | S64°27'42"E 132.05 |
| C10         | 82.37      | 87.25         | 57°03'37" | N25°25'18"E 78.82  |
| C11         | 72.20      | 87.25         | 47°25'07" | N1°10'01"E 70.84   |
| C12         | 43.74      | 20.02         | 8°15'31"  | N40°05'16"E 42.82  |
| C13         | 137.22     | 20.02         | 29°07'18" | N0°05'16"E 132.78  |



EAGLE VIEW AT WANDERING CREEK LOCATED WITHIN PARCEL 7<sup>th</sup> LOCATED ENTIRELY WITHIN PARCEL 4<sup>th</sup>. IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 63 NORTH, RANGE 18 WEST OF THE 5TH P.M. CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA.

[illegible]

**NOTE:**  
SEE SHEET 3 OF 3 FOR DETAILS AND LINE/COFFICE TABBLES

## SOLUTIONS

ALL SHEDDING BOUNDARIES ARE WITHIN THE 110,000 ERROR OF  
CLOSURE REQUIREMENT  
ALL LOTS ARE WITHIN THE 1,5000 ERROR OF CLOSURE REQUIREMENT.

## SURVEY LEGEND

**TRAVIS R. STEVART, P.L.S.**

| PLANNED UNIT DEVELOPMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | MESQUITE INC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. <b>Project Name:</b> Mesquite Creek Water Treatment Plant</p> <p>2. <b>Location:</b> 1000 Mesquite Lane, Suite 100, Mesquite, TX 75049</p> <p>3. <b>Project Description:</b> The project involves the construction of a new water treatment plant with a capacity of 10 million gallons per day. The plant will include a raw water intake, aeration tank, clarifier, and distribution system. The total project cost is estimated at \$10 million.</p> <p>4. <b>Project Objectives:</b> The primary objective is to provide a reliable and safe water supply for the community. Other objectives include reducing water loss and improving water quality.</p> <p>5. <b>Project Scope:</b> The project scope includes the design, construction, and operation of the water treatment plant. It also includes the installation of a new distribution system and the implementation of a water conservation program.</p> <p>6. <b>Project Risks:</b> The project risks include delays in construction, cost overruns, and potential environmental impacts. The project team has identified these risks and has developed mitigation strategies to minimize their impact.</p> <p>7. <b>Project Schedule:</b> The project is scheduled to start in January 2024 and is expected to be completed by December 2025. The project team has developed a detailed project schedule and is monitoring progress regularly.</p> <p>8. <b>Project Budget:</b> The project budget is \$10 million. The project team has developed a detailed budget and is monitoring costs closely.</p> <p>9. <b>Project Team:</b> The project team consists of Mesquite Creek Water Treatment Plant, Mesquite Creek Water Treatment Plant, and Mesquite Creek Water Treatment Plant. The project team is working closely together to ensure the successful completion of the project.</p> <p>10. <b>Project Status:</b> The project is currently in the planning phase. The project team is working on the final design and is preparing to start construction.</p> | <p>1. <b>Project Name:</b> Mesquite Creek Water Treatment Plant</p> <p>2. <b>Location:</b> 1000 Mesquite Lane, Suite 100, Mesquite, TX 75049</p> <p>3. <b>Project Description:</b> The project involves the construction of a new water treatment plant with a capacity of 10 million gallons per day. The plant will include a raw water intake, aeration tank, clarifier, and distribution system. The total project cost is estimated at \$10 million.</p> <p>4. <b>Project Objectives:</b> The primary objective is to provide a reliable and safe water supply for the community. Other objectives include reducing water loss and improving water quality.</p> <p>5. <b>Project Scope:</b> The project scope includes the design, construction, and operation of the water treatment plant. It also includes the installation of a new distribution system and the implementation of a water conservation program.</p> <p>6. <b>Project Risks:</b> The project risks include delays in construction, cost overruns, and potential environmental impacts. The project team has identified these risks and has developed mitigation strategies to minimize their impact.</p> <p>7. <b>Project Schedule:</b> The project is scheduled to start in January 2024 and is expected to be completed by December 2025. The project team has developed a detailed project schedule and is monitoring progress regularly.</p> <p>8. <b>Project Budget:</b> The project budget is \$10 million. The project team has developed a detailed budget and is monitoring costs closely.</p> <p>9. <b>Project Team:</b> The project team consists of Mesquite Creek Water Treatment Plant, Mesquite Creek Water Treatment Plant, and Mesquite Creek Water Treatment Plant. The project team is working closely together to ensure the successful completion of the project.</p> <p>10. <b>Project Status:</b> The project is currently in the planning phase. The project team is working on the final design and is preparing to start construction.</p> |

HOLE #6 E-23N

PRELIMINARY PLAT

**CEITHRANH INVESTMENT CO**

## EAGLE VIEW AT WANDERING CREEK

PRELIMINARY PLAT

CEITHANN INVESTMENT CO  
PO BOX 160

**DIS**

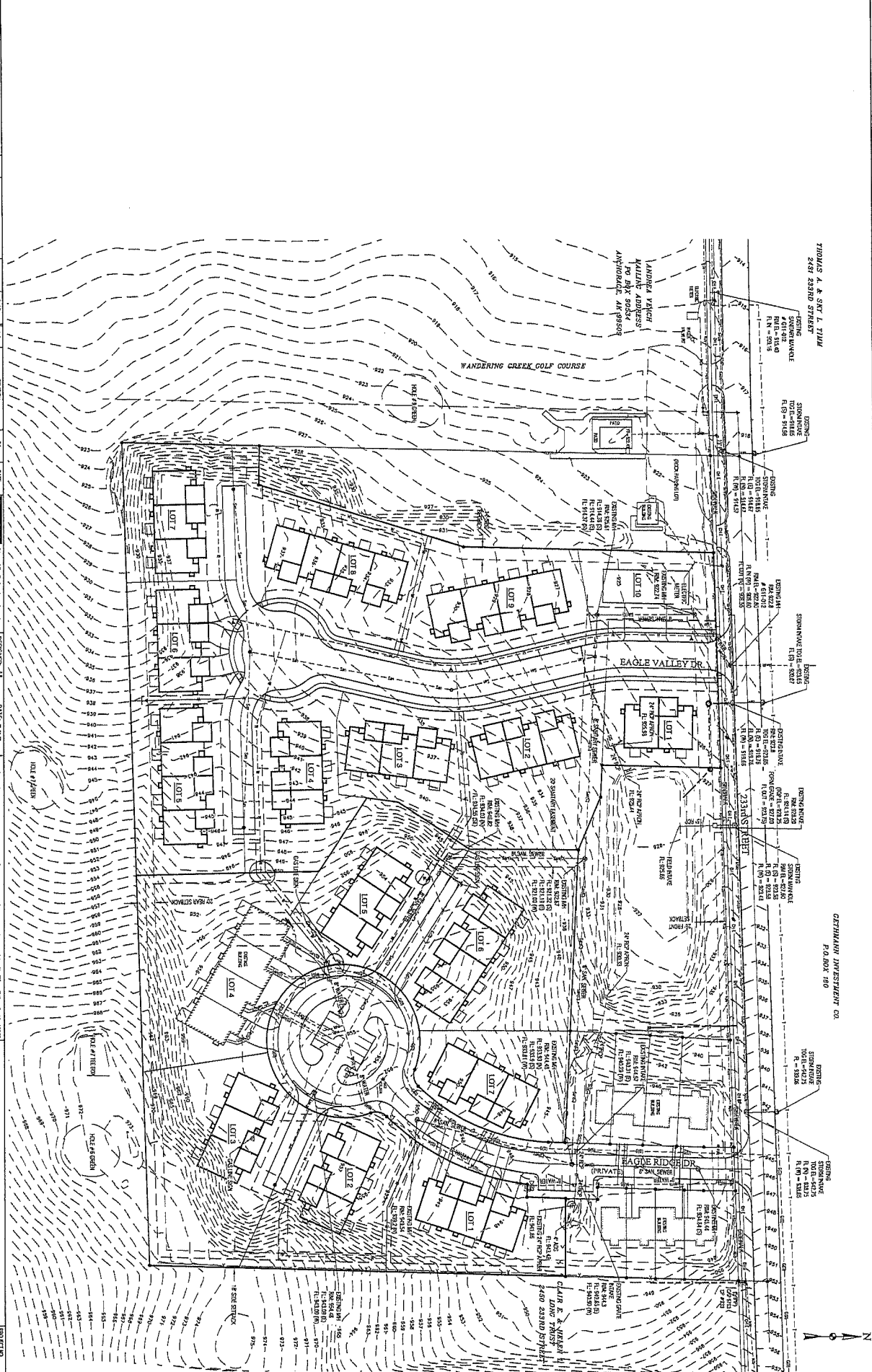
— 92 —

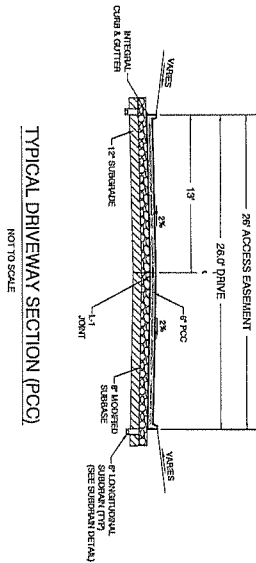
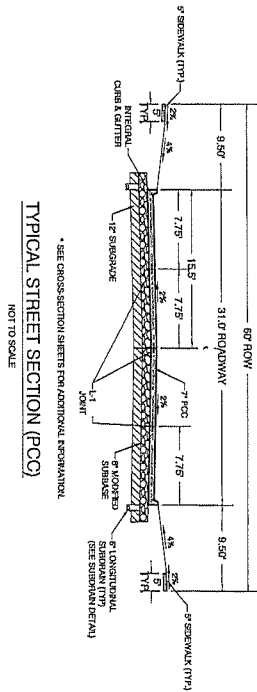
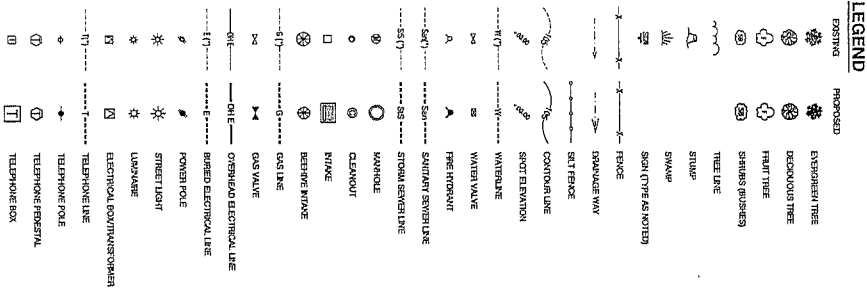
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|            |      |             |      |
|------------|------|-------------|------|
| DRAWN BY   | DATE | DESIGNED BY | DATE |
| CHECKED BY | DATE | APPROVED BY | DATE |

EAGLE VIEW AT WANDERING CREEK  
MARSHALLTOWN, IOWA

PRELIMINARY PLAT





Curve Table

| GRADE DATA | NO. LENGTH | PIKING | DELTA ANGLE | CURVE BEARING | CURVE   |
|------------|------------|--------|-------------|---------------|---------|
| C1         | 165.10     | 220.00 | 42°34'49"   | S89°12'21"W   | 101.25' |
| C2         | 30.49      | 17.50  | 87°03'14"   | S89°05'21"W   | 18.48'  |
| C3         | 478.85     | 87.50  | 318°14'34"  | S41°30'32"E   | 70.84'  |
| C4         | 10.89      | 17.50  | 60°26'42"   | N47°00'00"E   | 18.82'  |
| C5         | 100.37     | 270.00 | 39°24'19"   | N62°31'19"E   | 177.82' |
| C6         | 45.82      | 87.50  | 23°22'21"   | N67°16'49"W   | 45.11'  |
| C7         | 78.47      | 87.50  | 40°06'55"   | S67°46'21"W   | 71.52'  |
| C8         | 66.89      | 87.49  | 47°24'52"   | S11°30'17"W   | 64.72'  |
| C9         | 76.49      | 87.50  | 89°21'34"   | S6°27'11"E    | 123.00' |
| C10        | 82.57      | 87.50  | 53°25'25"   | N53°45'17"E   | 78.32'  |
| C11        | 72.70      | 87.50  | 47°26'20"   | N67°30'00"E   | 70.62'  |
| C12        | 43.14      | 270.00 | 8°18'11"    | N40°09'57"E   | 43.82'  |
| C13        | 172.23     | 270.00 | 59°07'18"   | N60°37'22"E   | 158.18' |
| C14        | 78.51      | 170.00 | 8°58'02"    | S7°18'27"E    | 28.48'  |
| C15        | 16.57      | 170.00 | 5°29'41"    | S10°31'19"E   | 16.57'  |
| C16        | 44.87      | 260.00 | 10°09'00"   | N7°14'21"W    | 43.87'  |
| C17        | 60.87      | 260.00 | 15°10'00"   | N67°10'46"E   | 60.71'  |
| C18        | 14.57      | 15.50  | 62°39'04"   | S13°27'09"E   | 13.25'  |
| C19        | 80.17      | 95.50  | 77°40'11"   | N43°34'21"W   | 74.71'  |
| C20        | 104.89     | 95.50  | 101°00'22"  | N68°29'42"E   | 91.83'  |
| C21        | 258.39     | 95.50  | 285°18'58"  | S77°07'54"E   | 72.19'  |
| C22        | 110.82     | 95.50  | 106°31'14"  | S12°13'33"W   | 82.39'  |
| C23        | 14.57      | 15.50  | 62°39'04"   | N67°11'39"E   | 13.25'  |
| C24        | 77.59      | 170.00 | 8°08'12"    | N67°10'41"W   | 74.88'  |
| C25        | 14.65      | 200.00 | 3°30'57"    | S11°13'10"W   | 14.65'  |
| C26        | 43.85      | 200.00 | 10°39'38"   | S41°18'11"E   | 43.85'  |
| C27        | 31.47      | 75.00  | 8°31'58"    | N67°04'47"E   | 31.47'  |
| C28        | 37.58      | 75.00  | 29°02'48"   | N70°06'47"E   | 37.57'  |
| C29        | 31.11      | 75.00  | 8°31'42"    | S67°04'47"E   | 31.11'  |
| C30        | 32.17      | 75.00  | 24°22'52"   | S77°04'47"E   | 31.69'  |
| C31        | 50.37      | 200.00 | 14°29'45"   | S69°14'47"E   | 50.37'  |
| C32        | 91.23      | 200.00 | 89°19'12"   | N67°00'00"W   | 80.44'  |

LINE DATA

| LINE NUMBER | BEARING     | DISTANCE |
|-------------|-------------|----------|
| L1          | S89°18'27"E | 38.82'   |
| L2          | S10°29'01"W | 19.22'   |
| L3          | S89°23'17"E | 14.48'   |
| L4          | N1°31'59"E  | 44.02'   |



James L. Lowrance, Mayor  
Randy Wetmore, Administrator  
Justin Nickel, Public Works Director  
24 North Center Street  
Marshalltown, IA 50158-4911  
Tel - (641) 754-5734  
Fax - (641) 754-5793

## DEPARTMENT OF PUBLIC WORKS

April 19, 2016

**To: Mayor James L. Lowrance  
Members of the City Council**

**From:** Justin Nickel  
Director of Public Works

**Re:** Award Construction Contract – 2015 Microsurfacing Project (760150003) No bids received

**Policy Issue:** None

**Recommendation:** None

**Background:** Bids were due April 12, 2016 at 10 a.m. No bids were received.

**Budget Impact:** This project will be funded with bond revenues.

**Attachment:** None

cc: Randy Wetmore, City Administrator

**City Council**  
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop  
Bill Martin, Robert Schubert, Bethany Wirin

Marshalltown



2012

Row

2016-\_\_

RESOLUTION OF SUPPORT AND FINANCIAL COMMITMENT FOR THE MAIN STREET PROGRAM IN MARSHALLTOWN, IOWA, AND APPROVING AGREEMENT, PURSUANT TO CHAPTER 28E.12 OF THE IOWA CODE, WITH THE IOWA ECONOMIC DEVELOPMENT AUTHORITY AND THE MARSHALLTOWN CENTRAL BUSINESS DISTRICT, THROUGH JULY 1, 2018, PROVIDING ANNUAL SUPPORT OF \$24,000, PAID FROM THE DOWNTOWN TIF, URBAN RENEWAL AREA NO. 4 TAX INCREMENT REVENUE FUND

WHEREAS an Agreement between the Iowa Economic Development Authority, the Marshalltown Central Business District and the City of Marshalltown, Iowa, for the purpose of continuing the Main Street Iowa Program in Marshalltown, Iowa, has been submitted for review and approval; and

WHEREAS this Agreement is pursuant to contractual agreements between the National Main Street Center, Inc., and the Iowa Economic Development Authority to assist in the revitalization of the designated Main Street project area of Marshalltown, Iowa; and

WHEREAS the City Council of Marshalltown, Iowa, endorses the goal of economic revitalization of the Downtown within the context of preservation and rehabilitation of its historic buildings and supports the continuation of the Main Street Approach® as developed by the National Main Street Center and espoused by Main Street Iowa; and

WHEREAS the City Council has supported the funding of the Main Street Program by Resolution 2009-178 through June 30, 2013; Resolution 2012-157 through June 30, 2014; Resolution 2013-133 through June 30, 2015; and by Resolution 2014-132 through June 30, 2016; and

WHEREAS the City Council finds the approval of the Agreement and continued funding is in the best interest of the City of Marshalltown.

THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA AS FOLLOWS:

Section 1. The City Council of City of Marshalltown, Iowa, agrees to support both financially and philosophically the work of the Marshalltown Central Business District and designates the Main Street Board to supervise the Executive Director, and extend the agreement through June 30, 2018. Annual Program support of \$24,000 for the Marshalltown Central Business District will be paid from Downtown (TIF) Urban Renewal Area No. 4 Tax Increment Revenue Fund.

Section 2. The Mayor is hereby authorized and directed to execute said Agreement on behalf of the City of Marshalltown.

CITY OF MARSHALLTOWN, IOWA

---

James L. Lowrance, Mayor  
ATTEST:

---

Shari L. Coughenour, CMC, City Clerk



## **Main Street Iowa Program Agreement**

Agreement # PS2016 -G300-35

Agreement between the Iowa Economic Development Authority, the City of Marshalltown and Marshalltown Central Business District for the purpose of continuing the Main Street Program in Marshalltown.

THIS AGREEMENT is entered into and executed by the Iowa Economic Development Authority herein referred to as the "IEDA", the City of Marshalltown and Marshalltown Central Business District hereinafter referred to as the "Community or Local Main Street Program".

WHEREAS, Marshalltown Central Business District established a partnership with the Iowa Economic Development Authority in 2002 and desires that the program continue; and

WHEREAS, the Iowa Economic Development Authority desires to continue the relationship which has been established with Marshalltown Central Business District;

NOW THEREFORE, in consideration of the foregoing and mutual covenants and agreements contained herein, the parties have agreed to do as follows:

### **SECTION I. The Local Main Street Program agrees to:**

1. Maintain the local program's focus on the revitalization of the historic commercial district utilizing the Main Street Approach®. This should be reflected in the programs annual action plans, goals and objectives, vision, and mission statement.
2. Employ a paid full-time Executive Director for the Local Main Street Program who will be responsible for the day-to-day administration of the Main Street program in the Community. Full-time employment is defined as 40 hours per week dedicated to the Local Main Street Program work. Part time employment is 25 hours per week dedicated to the Local Main Street Program work. In the event this position is vacated during the time of this agreement, the Local Main Street Program agrees to fill this position in a reasonable time and provide a written timeline to fill this position to the Main Street Iowa State Coordinator.
3. Develop an accurate position description, which includes the rate of compensation, describing the administrative activities for which the program director is responsible. A copy of which is to be provided to Main Street Iowa annually.
4. Maintain worker's compensation insurance for the Executive Director and staff.
5. Maintain an office within the designated boundaries of the local Main Street district.
6. Submit monthly performance reports to the IEDA by established deadlines. The reports will document the progress of the Local Main Street Program's activities. Should a Local Main Street Program become three months tardy on submission of monthly reports, program services available through Main Street Iowa will be suspended until the Local Main Street Program has submitted all late reports to become current.
7. Provide Main Street Iowa examples of local best practices and information demonstrating local success stories (e.g. action plans, marketing materials, quality images, programmatic documents, etc.)
8. Achieve National Main Street Center accreditation at a minimum once every three years. Not achieving National Main Street Center accreditation at a minimum once every three years will result in termination of this agreement and loss of recognition as a Main Street Program Community.
9. Participate, as required by the State Main Street Coordinator, in training sessions as scheduled throughout the year. To remain in compliance and to be eligible for National Main Street accreditation, the Local Main Street Program must have representation at both days, in their entirety, of the three (3) training sessions held annually, indicated as mandatory on the program calendar. In addition, any newly hired program director will be required to participate in Main Street Orientation, as soon after the hire date as feasible. Registration and all related travel expenses for training will be paid by the Community.
10. Have a Resolution of Support passed by the City Council. This resolution must stipulate sources of funding for the program, a commitment to appoint a city official to represent the City on the local Main Street governing

board of directors, and that the Local Main Street Program will continue to follow the Main Street Approach® as developed by the National Main Street Center, Inc. and espoused by Main Street Iowa.

11. Have a Resolution of Support passed by the Local Main Street Program Board of Directors. This resolution must stipulate a commitment to continue to follow the Main Street Approach® as developed by the National Main Street Center, Inc.
12. Maintain a "Designated Main Street Network" membership with the National Main Street Center.
13. Use the words "Main Street" when referring to and marketing the local program, either as an official part of the organization's name or as a tagline such as... "A Main Street Iowa Program". As a designated Main Street Iowa community, the Local Main Street Program is required to include the National Main Street Center/Main Street America and the Main Street Iowa logos on local program websites.
14. Not assign this agreement to another organization without obtaining prior written approval of the IEDA.
15. Remain in compliance with the requirements of this program as outlined in this agreement. If the IEDA finds that the Local Main Street Program is not in compliance with the requirements of this program agreement, the Local Main Street Program will be notified of non-compliance and given a 90-day probationary period in which to return to compliance. Continued non-compliance will result in termination of this agreement and loss of recognition as a Main Street Program Community.
16. Submit with this signed Program Agreement, one (1) copy the City's Resolution of Support, one (1) copy of the Local Main Street Program Board of Director's Resolution of Support, and one (1) completed W-9 of the Local Main Street Program.

## **SECTION II. The IEDA agrees to:**

1. Designate a Main Street State Coordinator to handle communication between the Community, the Main Street Iowa Program, and state government agencies.
2. Coordinate up to three (3) statewide training sessions annually for program directors and local Main Street volunteers based on the combined needs of all Iowa Main Street Communities.
3. Conduct three one-day (1) Main Street orientations for all new program directors, board members and volunteers. The Orientation will introduce the Executive Director to the Main Street Program and to their immediate responsibilities. Orientation meetings will be held in a central Iowa location.
4. Conduct an on-site program visit annually.
5. Provide continuing advice and information to the Local Main Street Program.
6. Include the Community in the Main Street Iowa network.
7. Provide, as requested and can be scheduled, on-site technical assistance visits to the Local Main Street Program with Main Street Iowa personnel in the areas of design, economic vitality, promotion, organization, committee training, board planning retreat facilitation, action planning.
8. Offer additional optional, regionally hosted trainings throughout the year.

**SECTION III. The PARTIES hereto otherwise agree as follows:**

1. The term of this agreement shall be for a period of two years, beginning July 1, 2016, and ending June 30, 2018. It may be extended or revised by a written amendment signed by both parties.
2. This agreement shall be binding upon and shall insure to the benefit of the parties and their successors.
3. Not to discriminate against any employee or applicant for employment because of race, color, sex, age, disability, creed, religion, sexual orientation, marital status, or national origin. The parties further agree to take affirmative action to assure that employees are treated without regard to their race, color, region, sex, age, disability, creed, religion, sexual orientation, marital status, or national origin during employment.
4. Either party may terminate this agreement without cause after 30 days written notice to the other party.
5. This document memorializes all elements of this agreement, and both incorporates and supersedes any previous agreements or negotiations, whether oral or written.
6. The IEDA is limited to furnishing its technical services to the Community and thus nothing contained herein shall create any employer-employee relationship.

IN WITNESS WHEREOF, the parties have executed this agreement.

BY:

\_\_\_\_\_  
(Mayor Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Mayor Printed Name)

\_\_\_\_\_  
Marshalltown, Iowa  
(City)

BY:

Fauna Nord  
(Board President Signature)

4-19-16  
(Date)

Fauna Nord  
(Board President Printed Name)

\_\_\_\_\_  
Marshalltown Central Business District  
(Local Main Street Program)

BY:

\_\_\_\_\_  
Deborah V. Durham, Director  
Iowa Economic Development Authority

\_\_\_\_\_  
(Date)

*Review*

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT  
FOR 2016 MILL AND OVERLAY IN THE CITY OF MARSHALLTOWN, IOWA BEING  
PROJECT NO. 76016004  
IN THE AMOUNT OF \$675,456.50

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the 2016 Mill and Overlay, being Project No.76016004, in the City of Marshalltown, as described in the plans and specifications therefore, and

WHEREAS, there has been filed with the City Clerk in response to the published notice to the bidders referred to above, certain proposals for the construction of the above designated improvement with the required certified checks or bid bond accompanying each proposal from the following bidders, to-wit:

| <u>Name and Address of Bidders</u>                          | <u>Amount of Bid</u> |
|-------------------------------------------------------------|----------------------|
| OMG MIDWEST INC.<br>DBA CESSFORD CONSTRUCTION<br>LEGRAND IA | \$675,456.50         |
| MANATTS INC.<br>NEWTON IA                                   | \$831,741.25         |

After consideration of all bids filed, there was determined by the Council that the bid of OMG Midwest Inc., is the best and lowest responsible bid for the public improvement as is herein outlined.

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

Section 1. That the bid of OMG Midwest Inc. , and the same is hereby accepted for the construction of the improvement as described in the plans and specifications therefore, as previously ordered by the Council, and that the contract for the construction of same is now awarded to said contractor in the total amount six hundred seventy five thousand four hundred fifty six and .50/100=====\$675,456.50) Dollars.

Section 2. The Mayor and Clerk of the City of Marshalltown, Iowa are hereby authorized and directed to execute the contract with the contractor for the public improvement as is herein referred to, and that upon the contractor filing the required bond that the said bond and contract be then submitted to this Council for final approval as provided by law.

Section 3. The final settlement upon the contract, as referred to herein with said contractor, shall be upon the basis of the unit prices as are set forth in the bid of said contractor and for the actual quantities for each item of materials furnished or work performed in the construction of this public improvement. The said contract is subject to all of the conditions as

are contained in the resolution ordering construction of this improvement, the notice to bidders as published, the terms of the bidders written proposal, the plans and specifications as are provided therefore, all of which are made a part of this resolution and the said bidders contract by reference as though the same were set out herein verbatim and in specific detail.

Section 4. This resolution as now adopted shall be in full force and binding effect upon the City of Marshalltown, Iowa, upon the final approval of the completed contract with the successful bidder and the approval of the contractor's surety bond by resolution of this Council.

Passed this 25<sup>th</sup> day of April 2016, and signed this \_\_\_\_ day of April 2016.

CITY OF MARSHALLTOWN, IOWA

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James L. Lowrance, Mayor

ATTEST:

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Shari L. Coughenour, CMC, City Clerk

| BID TABULATION                       |                                                       |      |          |             |              |             | Bidder - OMG Midwest |              | Bidder - Manatts, Inc. |              |
|--------------------------------------|-------------------------------------------------------|------|----------|-------------|--------------|-------------|----------------------|--------------|------------------------|--------------|
| 2016 G.O. BONDING - MILL AND OVERLAY |                                                       |      |          |             |              |             |                      |              |                        |              |
| PRJ # 76016004                       |                                                       |      |          |             |              |             |                      |              |                        |              |
| ITEM NO.                             | ITEM                                                  | UNIT | QUANTITY | UNIT PRICE  | COST         | UNIT PRICE  | COST                 | UNIT PRICE   | COST                   |              |
| 1                                    | Pavement Scarification                                | SY   | 36,865.0 | \$2.50      | \$92,162.50  | \$2.50      | \$92,162.50          | \$3.25       | \$119,811.25           |              |
| 2                                    | Cleaning and Preparation of Base                      | MILE | 3.4      | \$12,000.00 | \$40,800.00  | \$4,000.00  | \$13,600.00          | \$3,000.00   | \$10,200.00            |              |
| 3                                    | HMA Surface Course, 1/2" Mix (1,000,000 ESAL, Type A) | TON  | 6,930.0  | \$65.00     | \$450,450.00 | \$55.00     | \$381,150.00         | \$66.00      | \$457,380.00           |              |
| 4                                    | HMA Leveling and Strengthening Course, 1/2" Mix       | TON  | 300.0    | \$65.00     | \$19,500.00  | \$60.00     | \$18,000.00          | \$85.00      | \$25,500.00            |              |
| 5                                    | Asphalt Binder, PG-64-22                              | TON  | 416.0    | \$600.00    | \$249,600.00 | \$309.00    | \$128,544.00         | \$350.00     | \$145,600.00           |              |
| 6                                    | HMA Patch, 3/4" Mix, 6" Depth, includes Binder        | TON  | 75.0     | \$85.00     | \$6,375.00   | \$300.00    | \$22,500.00          | \$150.00     | \$11,250.00            |              |
| 7                                    | Painted Pavement Markings & Symbols                   | LS   | 1.0      | \$2,500.00  | \$2,500.00   | \$1,500.00  | \$1,500.00           | \$5,000.00   | \$5,000.00             |              |
| 8                                    | Traffic Control                                       | LS   | 1.0      | \$10,000.00 | \$10,000.00  | \$8,000.00  | \$8,000.00           | \$10,000.00  | \$10,000.00            |              |
| 9                                    | Mobilization                                          | LS   | 1.0      | \$20,000.00 | \$20,000.00  | \$10,000.00 | \$10,000.00          | \$47,000.00  | \$47,000.00            |              |
| Totals                               |                                                       |      |          |             | \$891,387.50 |             |                      |              |                        |              |
| 10% Contingency                      |                                                       |      |          |             | \$89,138.75  |             |                      |              |                        |              |
| Engineers Est. Total                 |                                                       |      |          |             | \$980,526.25 | Bid Total   |                      | \$675,456.50 | Bid Total              |              |
|                                      |                                                       |      |          |             |              |             |                      |              |                        | \$831,741.25 |

RDU

RESOLUTION APPROVING CONTRACT AND BOND FOR CONSTRUCTION OF THE  
2016 MILL AND OVERLAY IN THE CITY OF MARSHALLTOWN, IOWA,  
BEING PROJECT NO. 76016004 IN THE AMOUNT OF \$675,456.50

WHEREAS the City of Marshalltown, Iowa, did by resolution duly adopted by the Council, accept the bid of OMG Midwest Inc. DBA Cessford Construction of Le Grand IA, for construction of the 2016 Mill and Overlay as required by plans and specifications therefore and in the City of Marshalltown, Iowa, as covered by resolution ordering said construction, and,

WHEREAS the said OMG Midwest Inc., DBA Cessford Construction of LeGrand IA has executed a contract for the construction of said improvement and has filed its construction bond covering the full amount of said improvement with adequate sureties thereon, and that the said contract is now before this Council for final approval.

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

That the contract of OMG Midwest Inc., DBA Cessford Construction, duly executed by said company and the surety bond for the performance of said contract, duly executed by said company, together with the surety, are now filed with the City Clerk for the construction of the public improvement as fully set forth in the plans and specifications for Project No. 76016004, the 2016 Mill and Overlay in the City of Marshalltown, Iowa, and therein specifically described, be and the same are hereby accepted and approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be authorized and directed to execute the contract for and on behalf of the City of Marshalltown, Iowa.

Passed this 25<sup>th</sup> day of April 2016, and signed this \_\_\_\_\_ day of April 2016.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
James L. Lowrance, Mayor

ATTEST:

\_\_\_\_\_  
Shari L. Coughenour, CMC, City Clerk

**CITY OF MARSHALLTOWN, IOWA  
C O N T R A C T**

**2016 MILL AND OVERLAY PROJECT**

**PROJECT NO. 76016004**

THIS AGREEMENT, made and entered into by and between the City of Marshalltown, Marshall County, Iowa, hereinafter referred to as the "Owner", and OMG Midwest, Inc. dba Cessford Construction hereinafter referred to as the "Contractor":

WITNESSETH: That the Contractor for and in consideration of the sum of Six Hundred Seventy Five Thousand Four Hundred Fifty Six and .50/100 (\$675,456.50 ) Dollars.

Payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders, the various items of work as follows:

| ITEM NO. | DESCRIPTION                                           | UNIT | QUANTITY | UNIT PRICE  | TOTAL BID    |
|----------|-------------------------------------------------------|------|----------|-------------|--------------|
| 1        | Pavement Scarification                                | SY   | 36,865.0 | \$2.50      | \$92,162.50  |
| 2        | Cleaning and Preparation of Base                      | MILE | 3.4      | \$4,000.00  | \$13,600.00  |
| 3        | HMA Surface Course, 1/2" Mix (1,000,000 ESAL, Type A) | TON  | 6,930.0  | \$55.00     | \$381,150.00 |
| 4        | HMA Leveling and Strengthening Course, 1/2" Mix       | TON  | 300.0    | \$60.00     | \$18,000.00  |
| 5        | Asphalt Binder, PG-64-22                              | TON  | 416.0    | \$309.00    | \$128,544.00 |
| 6        | HMA Patch, 3/4" Mix, 6" Depth, includes Binder        | TON  | 75.0     | \$300.00    | \$22,500.00  |
| 7        | Painted Pavement Markings & Symbols                   | LS   | 1        | \$1,500.00  | \$1,500.00   |
| 8        | Traffic Control                                       | LS   | 1        | \$8,000.00  | \$8,000.00   |
| 9        | Mobilization                                          | LS   | 1        | \$10,000.00 | \$10,000.00  |
| Total:   |                                                       |      |          |             | \$675,456.50 |

Said agreement and a true copy of said plans and specifications are now on file in the office of the City Clerk of Marshalltown, Iowa.

That in consideration of the foregoing, the Owner hereby agrees to pay the Contractor promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications and subject to State Law.

That it is mutually understood and agreed by the parties hereto that the Notice to Bidders, Proposal, the Special Provisions, the within Contract, the Contractors Bond and the General and Detailed Plans and the Standard Specifications, City of Marshalltown, are and constitute the basis of Contract between the parties hereto and are by this reference made a part hereof.

Prior to final acceptance of the work the Contractor shall file with the City Clerk a maintenance bond guaranteeing suitable repairs of any defects or failures due to deficiencies in materials or inadequacies in workmanship for a period of four (4) years for street improvements following completion of construction. The bond shall be for a sum equal to the total amount of the project.

That it is further understood and agreed by the parties of this contract that the above work will be completed on **August 31st, 2016** that time is the essence of this contract. For each calendar day that any work shall remain uncompleted beyond the final completion date specified in the Proposal form, liquidated damages will be assessed according to the following schedule:



|                                        |
|----------------------------------------|
| Final Completion<br>Liquidated Damages |
| \$1,200.00                             |

The Contractor shall perform all work in a workmanlike manner.

That in the event any surety upon any bond furnished in connection with this contract becomes unacceptable to the Owner, if any such surety shall fail to furnish reports as to his financial condition from time to time as requested by the Owner, the Contractor agrees to furnish promptly such additional security as may be required from time to time to protect the interests of the Owner or of persons supplying labor or materials in the prosecution of the work contemplated by the Contract.

That the Contractor shall not commence any work to be performed under this contract until he has obtained from responsible insurance companies all insurance required, as set forth in the General Clauses and that the Contractor shall maintain this insurance in full force and effect until the work to be performed under this contract has been accepted by the Owner.

It is further understood that any action in court against the Contractor or sureties on his bond, because of damages to property or individuals by said Contractor or his workmen, or because of the violation of any provisions of the specifications, or on account of the failure of said Contractor to fully comply with these provisions, shall be brought in the District Court of the State of Iowa, in and for Marshall County.

The party executing this agreement on behalf of the Contractor warrants that he has the legal authority to execute the same for and on behalf of the Contractor and to bind the Contractor hereto.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CITY OF MARSHALLTOWN, IOWA

By \_\_\_\_\_

ATTEST: \_\_\_\_\_

CONTRACTOR

OMG Midwest, Inc. dba Cessford Construction

By *Jeffrey A. Chapman*

P.O. Box 3365, Des Moines, IA 50316

Business Address

**PERFORMANCE, PAYMENT AND MAINTENANCE BOND**

KNOW ALL BY THESE PRESENTS:

That we, OMG Midwest, Inc. dba Cessford Construction, as  
Principal (hereinafter the "Contractor" or "Principal" and Fidelity and Deposit Company of Maryland, as  
        , as Surety are held and firmly bound unto the City of Marshalltown, Iowa, as Obligee (hereinafter referred  
to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the  
penal sum of:  
**Six Hundred Seventy Five Thousand Four Hundred Fifty Six and 50/100**  
DOLLARS (\$ 675,456.50), lawful money of the United States, for the payment of which sum, well and  
truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these  
presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner,  
bearing date the      day of                         , 20    , hereinafter the "Contract" wherein said Contractor  
undertakes and agrees to construct the following described improvements:

**Mill and Overlay - Project No. 76016004**

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a  
part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill and abide by each  
and every covenant, condition and part of said Contract and Contract Documents, by reference made a  
part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner  
from all outlay and expense incurred by the Owner by reason of the Contractor's default of failure to  
perform as required. The Contractor shall also be responsible for the default or failure to perform as  
required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or  
employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond are hereby agreed to pay all just claims  
submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing  
labor in the performance of the Contract on account of which this Bond is given, including but not  
limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on  
machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the  
same are not satisfied out of the portion of the contract price which the Owner is required to retain until  
completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms,  
or corporations unless the claims of said claimants against said portion of the contract price shall have  
been established as provided by law. The Contractor and Surety hereby bind themselves to the  
obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a  
part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
  - A. To remedy any and all defects that may develop in or result from work to be performed under the  
contract within the period of four (4) years from the date of acceptance of the work under the  
Contract, by reason of defects in workmanship or materials used in construction of said work.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or  
known to the Owner at the time such work was accepted.

1. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
  - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
  - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and
  - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Marshall County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly and severally, to pay the Owner all outlay and expense incurred therefore by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action or actions or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it

shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

(The Remainder of Page Left Bland Intentionally)

Witness our hands, in triplicate, this 18th day of April, 2016

Surety Countersigned By:

N/A

Signature of Iowa Resident Commission Agent as  
Prescribed by Chapter 515.52-57, Iowa Code.  
(Require only if Attorney-in-Fact is not also an  
Iowa Resident Commission Agent).

\_\_\_\_\_  
Name of Resident Commission Agent

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Company Telephone Number

FORM APPROVED BY:

\_\_\_\_\_  
Attorney for Owner

PRINCIPAL:

OMG Midwest, Inc. dba Cessford Construction

\_\_\_\_\_  
Contractor

By: [Signature]

Signature

General Manager  
Title

SURETY:

Fidelity and Deposit Company of Maryland

\_\_\_\_\_  
Surety Company

By: [Signature]

Signature Attorney-in-Fact Officer

Tina Davis, IA License No. 3384494

\_\_\_\_\_  
Name of Attorney-in-Fact Officer

Marsh USA Inc.

\_\_\_\_\_  
Company Name

15 W. South Temple, Ste. 700

\_\_\_\_\_  
Company Address

Salt Lake City, UT 84101

\_\_\_\_\_  
City, State, Zip Code

801-533-3624

\_\_\_\_\_  
Company Telephone Number

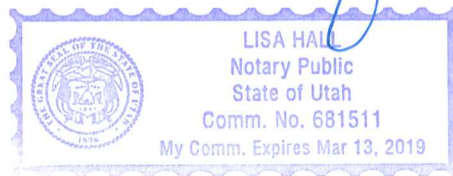
**NOTE:** All signatures on this performance, maintenance & payment bond must be original signatures in ink; copies or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.

## SURETY ACKNOWLEDGMENT

STATE OF UTAH                    }  
COUNTY OF SALT LAKE        } SS

On this 18<sup>TH</sup> day of APRIL 2016, before me personally came TINA DAVIS to me known, who, being by me duly sworn, did depose and say that she is an Attorney-In-Fact of FIDELITY AND DEPOSIT COMPANY OF MARYLAND the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

  
\_\_\_\_\_  
Notary Public



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Tina DAVIS, Lisa HALL, Lindsey PLATTNER and Linda NIPPER, all of Salt Lake City, Utah, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

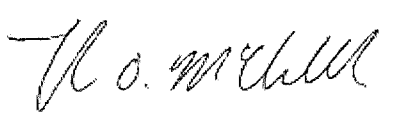
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24th day of November, A.D. 2015.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



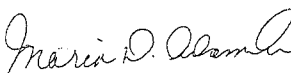
By:   
Secretary  
Michael McKibben

  
Vice President  
Thomas O. McClellan

State of Maryland  
County of Baltimore

On this 24th day of November, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and MICHAEL MCKIBBEN, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2019





James L. Lowrance, Mayor  
Randy Wetmore, Administrator  
Shari L. Coughenour, City Clerk  
24 North Center Street  
Marshalltown, IA 50158-4911  
Tel - (641) 754-5734  
Fax - (641) 754-5793

April 22, 2016

To: Mayor James L. Lowrance  
Members of the City Council

From: Tom Deimerly  
Executive Director, Marshall Economic Development

**Re:** Resolution in Support of TSB Construction's Workforce Housing Tax Credit Application to Iowa Economic Development Authority

**Policy Issue:** Resolution in support of the project.

**Recommendation:** Staff recommends approval.

**Background:** TSB Construction is considering 48 market rate workforce style multi-family townhomes targeting rents of \$1000-\$1200. Estimated project costs are \$5,200,000. The units will be a combination of 2-3 bedroom units. The property under consideration is an undeveloped parcel adjacent to 7<sup>th</sup> Ave along Olive Street. The property is currently being worked through planning and zoning for a density change from R3-R4 density. The council will have the ability to review and analyze the requested zoning changes in future meetings.

The Workforce Housing Tax Credit will fill a development gap to ensure adequate returns to potential outside project investors. The community is currently working through obtaining "distressed" designation from the Iowa Economic Development Authority to become eligible for the program. The basis of that designation will come from the housing study completed by MEDIC in October of 2014. An actual application will not be submitted until this designation has been obtained which typically takes 2-3 weeks.

A description of the program requirements can be found below:

#### **Developing Affordable Housing Options**

Developers building or rehabilitating housing in Iowa may be eligible to receive certain state tax incentives.

#### **Program Status**

House File 2448 repealed the Housing Enterprise Zone (HEZ) program and established the Workforce Housing Tax Credit Program (WHTC).

**City Council**  
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop  
Bill Martin, Robert Schubert, Bethany Wirin





## **Eligibility Requirements**

- Projects must meet one of four criteria:
  - Housing development located on a grayfield or brownfield site
  - Repair or rehabilitation of dilapidated housing stock
  - Upper story housing development
  - New construction in a greenfield (community with demonstrated workforce housing needs)
- The developer must build or rehabilitate at least four single-family homes or at least one multi-family building containing three or more units or at least two upper story units.
- Total project costs may not exceed \$200,000 per unit for new construction or \$250,000 per unit for historic rehabilitation.
- Total program benefits are limited to a maximum of \$1 million per recipient.
- The housing project must be completed within three years of award.
- IEDA must approve the developer's application for Workforce Housing Tax Credit prior to project initiation.

## **Tax Incentives**

- A refund of state sales, service or use taxes paid during construction.
- An investment tax credit of up to a maximum of 10% of the investment directly related to the construction or rehabilitation of the housing.\* The tax credit is based on the new investment used for the first \$150,000 of value for each home or unit. This tax credit is earned when the home or unit is certified for occupancy and can be carried forward for up to five additional years or until depleted, whichever occurs first.
- Investment tax credits are fully transferable.

**Budget Impact:** The economic development/housing project intends to utilize the tax abatement schedule updated and implemented by council in October of 2015.

cc: Randy Wetmore, City Administrator

**City Council**  
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop  
Bill Martin, Robert Schubert, Bethany Wirin

Marshalltown



**RESOLUTION NO. 2016-072**

**RESOLUTION IN SUPPORT OF A WORKFORCE HOUSING TAX INCENTIVE  
PROGRAM APPLICATION TO BE SUBMITTED TO THE IOWA ECONOMIC  
DEVELOPMENT AUTHORITY (IEDA) BY TSB CONSTRUCTION FOR A HOUSING  
PROJECT ON THE NORTH SEVEN ACRES OF THE HUNT PROPERTY ALONG  
OLIVE STREET FOR 48 WORKFORCE STYLE MULTI FAMILY HOUSING UNITS**

**WHEREAS** TSB Construction is submitting an application to the Iowa Economic Development Authority (IEDA) for a housing project on the north 7 acres of the Hunt Property along Olive Street for 48 workforce style multi family housing units in Marshalltown; and

**WHEREAS** the City Council finds this application to be in the best interest of the city and supports this project.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF  
MARSHALLTOWN IOWA:**

Section 1: The City of Marshalltown hereby supports the application of TSB Construction to the Iowa Economic Development Authority (IEDA) for a housing project on the north 7 acres of the Hunt Property along Olive Street for 48 workforce style multi family housing units.

Passed this 25<sup>th</sup> day of April, 2016, and signed this \_\_\_ day of April, 2016.

CITY OF MARSHALLTOWN, IOWA

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James L. Lowrance, Mayor  
ATTEST:

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Shari L. Coughenour, CMC, City Clerk

Rev

## **STREET LIGHTING POLICY**

The following is adopted by the Council of the City of Marshalltown, Iowa, as the official policy of the said City in regard to street lighting installation and all departments concerned are hereby ordered to comply with same.

1. Street light requests in platted areas of the City existing before July 26, 1973 must be made in writing to the City Electrician, and all wiring shall be underground unless it is difficult or impossible, in the judgment of the utility committee to accomplish same. The City Electrician shall estimate the cost of the underground installation based on current costs and including pole conduit and the requesting party shall agree to pay said sum in advance after approval of the installation by the City Council. Only one person may make the written request per pole installation and if it is a joint request the obligation to arrange contribution among the several parties will be a private matter to be handled by the requesting party. All additional expenses over those agreed to shall be borne by the City and any excess will be refunded.
2. In areas platted under the subdivision Ordinance of July 26, 1973, the final plat shall indicate the location of street lights and an indication of when same shall be installed. It is declared the policy of the Council that intersections be lighted as soon as practical after energy becomes available as well as mid-block if the distance between intersections is greater than 550 feet, and that further lighting commence with the development of homes in the subdivision.

The Council may require that a bond, equal to the total expense of installing all the street lights as indicated on the plat be posted with the City Clerk by the subdivider, providing for the installation aforesaid, to insure said installation as needed. After every light is either properly installed or its necessity waived by Council action, the bond may be released.

- A. If, the resident or developer of the area desire not to have a designated light or lights, in a new development they shall petition the Council to have the light requirement waived. The petition shall state the names of the parties requesting the removal of the light or lights from the plat designation, prior to installation, as well as the complete legal description of their respective properties and shall be accompanied by payment in an amount equal to recording the petition in the County Recorder's Office. This will allow subsequent purchaser to be aware that the light was waived. Any request for lighting subsequent to the waiver shall be treated as set forth in paragraph 1, except the requesting party will pay all costs of labor and material in installing the entire light.
3. Lighting in areas where pre-platting ordinance property adjoin post-platting ordinance property will be handled by the utility committee upon approval by the Council on an individual basis. The utility committee shall consider all relevant factors involved, apportion the costs in a fair manner and report same to the Council.
4. Areas that are developed and annexed to the City shall be handled under the provisions of paragraph 1 unless the area was platted under the July 26, 1973 platting ordinance in which event paragraph 2 shall apply.

April 13, 2016

Subject: City of Marshalltown Street Lights

| Location                   | Date | Who paid to install    |
|----------------------------|------|------------------------|
| South Fairway Dr.          | 2012 | Requesting party       |
| Greenfield Dr              | 2010 | Developer              |
| East Nevada St             | 2007 | Requesting party       |
| South 5 <sup>th</sup> Ave. | 2003 | Developer              |
| South 2 <sup>nd</sup> St.  | 2002 | Developer              |
| Country Club Lane          | 2000 | Alliant                |
| South 2 <sup>nd</sup> St.  | 2000 | Developer ( 3 lights ) |
| Glenda Drive               | 2000 | Developer              |
| Baily Drive                | 2000 | Developer              |
| Thunderbird Dr.            | 2000 | Developer              |
| Wilson Circle              | 1999 | Alliant                |
| Cross Country Estates      | 1999 | Developer ( 6 lights ) |
| Knollway Dr.               | 1998 | Developer              |

The City did not pay any installation costs for any of the above installs.

The City does pay for the maintenance and the energy costs for these lights.

Information provided by the City of Marshalltown Public Works Department Utility Division

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