

1. Agenda

Documents:

[AGENDA.PDF](#)

2. Supporting Meeting Documents

Documents:

[BILL LIST.PDF](#)

[EAGLE VIEW DEVELOPMENT AGREEMENT.PDF](#)

[EAGLE VIEW EXHIBIT A.PDF](#)

[MINUTES.PDF](#)

[PACKET.PDF](#)

[STORM WATER RATES.PDF](#)



COUNCIL AGENDA

CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET

September 26, 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:

15 years: Kevin Maring (Library) & Ramona Paris (Transit)

5 years: Jared Hoyt (Police Department)

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 September 12, 2016, special meeting minutes of September 13, 2016, September 15, 2016, and September 16, 2016.
2. Approve Bill List in the amount of \$1,340,104.47
3. Receipt of the August 2016 Building Report
4. Resolution 2016-181 Approving Renewal 28E Tobacco Agreement with State of Iowa.
5. Resolution 2016-182 Approving Street Financial Report for period ending June 30, 2016.
6. Resolution 2016-183 Approving Fiscal Year 2016 Interfund Transfers.
7. Renewal liquor licenses: Fiddle & Whistle Pub, Palm Beach Grill & Night Club, TC's, In & Out BP Travel Plaza, Haley's Deli, Casey's Store 1564, Casey's Store 1415, Casey's Store 3228.

(end of consent agenda items)

REPORT:

8. Alliant project update, Kenn Vinson.

MOTION:

9. Approve new liquor license, Hive Hospitality, LLC, aka Totem Bowl, Class C Liquor License.

RESOLUTIONS:

10. Resolution 2016-184 Approving Sewer Equipment Purchase Contract with TransIowa Equipment of Ankeny, Iowa, for an Environsight Sewer Rover and Camera System, \$204,338.12.
11. Resolution 2016-185 Approving 28E Agreement for Operation of a Municipal Band, through December 31, 2018.

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12. Urban Renewal Area No. 3 – Hawkeye Subdivision
 - a) Resolution 2016-186 Authorizing Loan to Tax Increment Fund for Marshalltown Urban Renewal Area No. 3, to cover administrative expenses up to \$5,000
 - b) Resolution 2016-187 Setting date for public hearing on 2016 amendment to urban renewal plan for Marshalltown Urban Renewal Area No. 3, being October 10, 2016.
13. Urban Renewal Area No. 5 – Eagle View at Wandering Creek
 - a) **PUBLIC HEARING** on Development Agreement
 - b) Resolution 2016-188 Approving Development Agreement with Red Earth Real Estate Holdings including economic development payments in an amount not to exceed \$1,300,000.
14. Fire Truck
 - a) **PUBLIC HEARING** on loan for fire truck
 - b) Resolution 2016-189 approving loan agreement for fire truck
 - c) Resolution 2016-190 approving purchase of 2017 Pierce light-duty Rescue Vehicle through HGAC Government Purchasing Program.
15. Resolution 2016-191 Approving Employment Agreement with Jessica Kinser and Appointing Kinser as City Administrator.
16. Resolution 2016-192 Approving Transit Federal Aid Agreement, 2016-2017, 85% reimbursement for financing the purchase of one heavy duty bus, up to \$349,350.
17. Resolution 2016-193 Approving Change Order 1, quantity adjustment decrease of \$1,752.75, Construct, Inc., for the Craig Circle project 76016005
18. Resolution 2016-194 Approve Engineering Services Agreement with Fox Engineering Associates, Inc., for design services not to exceed \$58,000 for the 2016 Manhole & Joint Repair project 59016002.
19. Resolution 2016-195 Approving Certificate of Completion, final projects costs of \$239,054.50 with Construct, Inc., for the 2015 Columbus & Crestview project 76015002
20. 2016 PCC Patch Repair project 76016006, Denco Highway Construction Corporation
 - a) Resolution 2016-197 Change Order 1, increase of \$17,305.56, increase of sealer material.
 - b) Resolution 2016-198 Approve Certificate of Completion, final costs of \$150,505.56.
21. 2016 PCC Crack & Joint Seal project 76016008A, Brycon, LLC.
 - a) Resolution 2016-199 Change Order 1, increase of \$15,579.20,, increase of material.
 - b) Resolution 2016-200 Approve Certificate of Completion, final costs of \$224,747.20.
22. Resolution 2016-201 Authorizing Acceptance of Grant Award Number 2016-09 from the Martha Ellen Tye Foundation, in the amount of \$25,000, to support the completion of a feasibility and assessment plan of the Veterans Memorial Coliseum.

ORDINANCES:

23. Ordinance Amending the Glenwood Place Planned Unit Development Located at 2907 S 6th Street, third reading.
24. Ordinance to Amend City Code Section 28-125 Rate Structure and Storm Water Rate, first reading. TABLED

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25. Ordinance Providing for the Division of Taxes Levied on Taxable Property in the Marshalltown Urban Renewal Area No. 5, Pursuant to Section 403.19 of the Code of Iowa, setting public hearing for October 10, 2016, second reading. (Eagle View at Wandering Creek project)

DISCUSSION:

1. Phone VoIP bid report

PUBLIC COMMENT:

CLOSED SESSION: union negotiation

26. Closed session pursuant to Section 20.17 subsection 3 of the Code of Iowa concerning strategy meetings of the public employer for collective bargaining purposes. The City of Marshalltown has an attorney-client relationship with Michael Galloway, Ahlers & Cooney, PC, pursuant to an engagement letter dated July 1, 2011.

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

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

ADJOURNMENT:

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COUNCIL DATE: September 26, 2016

VISA	\$0.00	VISA
ACH'S	\$477,345.84	ACH'S
CHECKS	\$317,082.18	CHECKS
PAYROLL#18	\$545,676.45	PERIODS ENDING 9/3/2016
\$1,340,104.47 TOTAL FOR COUNCIL		

101420.5340.010	AAA SEPTIC SERVICE INC	MHS TENNIS	85.00
247410.5132.000	ADLAND ENGRAVING CO INC	MILKWEED Tshirts	22.00
233410.5600.010	ADLAND ENGRAVING CO INC	SOFTBALL LE	50.00
283210.5600.000	ADLAND ENGRAVING CO INC	STAFF NAMETAGS	9.50
101420.5600.450	ADLAND ENGRAVING CO INC	ZUMBA CLOTHING	49.84
101850.5230.000	ADP, LLC	PAYROLL FEES	666.05
101860.5231.050	AHLERS & COONEY,PC	LEGAL FEES	175.00
520520.5600.030	AIRGAS USA, LLC	ACETYLENE/ARGON	301.25
206710.5600.000	AIRGAS USA, LLC	ARGON/OXYGEN	19.39
206710.5600.000	AIRGAS USA, LLC	OXYGEN	32.25
233410.5340.010	ALL AMERICAN TURF BEAUTY, INC	6TH ST COMPLEX	262.15
233410.5340.010	ALL AMERICAN TURF BEAUTY, INC	6TH ST COMPLEX	200.34
233410.5340.010	ALL AMERICAN TURF BEAUTY, INC	6TH ST COMPLEX	245.46
101440.5340.010	ALL AMERICAN TURF BEAUTY, INC	AQUATIC CENTER	201.76
101000.4870.110	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	(279.45)
101000.4870.110	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	(19.82)
101000.4870.140	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	(79.98)
101000.4870.310	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	(79.98)
101000.4870.410	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	(115.68)
101000.4870.440	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	(38.55)
101000.4870.480	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	(18.80)
101000.4870.560	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	(20.71)
101000.4870.561	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	(20.71)
101000.4870.581	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	(19.76)
101000.4870.770	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	(20.71)
101000.4870.820	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	(19.76)
101000.4870.830	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	(20.71)
101000.4870.831	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	(20.71)
101000.4870.840	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	(40.47)
101000.4870.850	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	(40.45)
101000.4870.870	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	(19.76)
101000.4870.890	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	(99.72)
101000.4870.891	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	(18.80)
101110.5450.000	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	439.90
101110.5450.000	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	31.20
101140.5450.000	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	125.90
101310.5450.000	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	125.90

101420.5450.000	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	182.10
101440.5450.000	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	60.69
101480.5450.000	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	29.60
101560.5450.000	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	32.60
101561.5450.000	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	32.60
101581.5450.000	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	31.10
101770.5450.000	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	32.60
101820.5450.000	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	31.10
101830.5450.000	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	32.60
101831.5450.000	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	32.60
101840.5450.000	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	63.70
101850.5450.000	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	63.70
101870.5450.000	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	31.10
101890.5450.000	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	156.98
101891.5450.000	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	29.60
152000.4870.451	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	(19.76)
152451.5450.000	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	31.10
206120.5450.000	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	31.10
206120.5450.000	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	(19.76)
206710.5450.000	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	93.30
206710.5450.000	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	(59.27)
206760.5450.000	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	32.60
206760.5450.000	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	(20.71)
233000.4870.410	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	(18.80)
233410.5450.000	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	29.60
278000.4870.000	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	(60.22)
278690.5450.000	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	94.80
283000.4870.210	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	(19.76)
283000.4870.210	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	(20.71)
283000.4870.210	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	(20.71)
283210.5450.000	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	31.10
283210.5450.000	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	32.60
283210.5450.000	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	32.60
290000.4870.113	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	(141.15)
290113.5450.000	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	222.20
510000.4870.531	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	(8.66)
510531.5450.000	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	13.64
520520.5450.000	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	102.30
520590.5450.000	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	20.46
521000.4870.520	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	(64.99)
521000.4870.590	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	(13.00)
550000.4870.780	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	(38.56)
550780.5450.000	ALLIANCE\AUREON	SEPTEMBER PHONE LINES	60.70
101770.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	607.29
281690.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	35.55
281690.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	11.11
206160.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	19.31
101170.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	19.48
281690.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	16.32

281690.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	10.13
520590.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	180.03
206120.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	35.13
101410.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	24.60
206160.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	175.77
101410.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	45.86
101410.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	35.64
206120.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	20.15
206120.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	20.15
206120.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	20.15
101480.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	98.20
206120.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	43.77
206120.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	33.83
206160.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	112.27
101310.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	4,358.50
101310.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	47.86
206160.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	91.59
520590.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	135.49
101410.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	19.13
530540.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	60.75
101410.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	171.33
520520.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	27,881.90
206120.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	30.56
206120.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	18.14
101410.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	2,263.18
101410.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	61.76
510531.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	7.98
520520.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	765.89
520590.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	11.96
206120.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	30.35
206160.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	18.73
510531.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	729.18
206120.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	34.23
206120.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	20.54
206120.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	39.92
206120.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	40.40
206120.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	36.39
206160.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	62.18
206710.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	1,364.79
206710.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	20.27
550780.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	909.85
550780.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	13.51
101820.5700.100	AMERICAN AED	AUTOMATED DEFIBRILLATOR	199.00
101890.5700.100	AMERICAN AED	AUTOMATED DEFIBRILLATOR	1,000.00
206760.5280.000	AMERICAN PUBLIC WORKS ASSOCIATION	9/16-8/17 ENGINEERING	930.00
101410.5340.010	ARAMARK UNIFORM SERVICES INC	PARK SHELTER SUPPLIES	35.84
101410.5340.010	ARAMARK UNIFORM SERVICES INC	PARK SHELTER SUPPLIES	35.84
101410.5340.010	ARAMARK UNIFORM SERVICES INC	PARKSHOP&COLISEUM	12.35
101410.5340.010	ARAMARK UNIFORM SERVICES INC	PARKSHOP&COLISEUM	11.00

101410.5340.010	ARAMARK UNIFORM SERVICES INC	PARKSHOP&COLISEUM	11.00
101410.5340.010	ARAMARK UNIFORM SERVICES INC	PARKSHOP&COLISEUM	12.35
101410.5340.010	ARAMARK UNIFORM SERVICES INC	PARKSHOP&COLISEUM	11.00
152451.5340.010	ARAMARK UNIFORM SERVICES INC	PARKSHOP&COLISEUM	2.50
152451.5340.010	ARAMARK UNIFORM SERVICES INC	PARKSHOP&COLISEUM	3.85
152451.5340.010	ARAMARK UNIFORM SERVICES INC	PARKSHOP&COLISEUM	3.85
152451.5340.010	ARAMARK UNIFORM SERVICES INC	PARKSHOP&COLISEUM	2.50
152451.5340.010	ARAMARK UNIFORM SERVICES INC	PARKSHOP&COLISEUM	3.85
101410.5570.000	ARNOLD MOTOR SUPPLY	#801 OIL&FILTER	14.54
101110.5570.000	ARNOLD MOTOR SUPPLY	AUTO POLY VBELT	16.59
206710.5600.000	ARNOLD MOTOR SUPPLY	BRAKE CLEAN	111.01
206710.5570.000	ARNOLD MOTOR SUPPLY	CALIPERS	(39.20)
206710.5570.000	ARNOLD MOTOR SUPPLY	DRAIN PLUG	2.51
206760.5570.000	ARNOLD MOTOR SUPPLY	DRUMBRAKE PARTS	246.40
101110.5570.000	ARNOLD MOTOR SUPPLY	ENGINE MOUNT	30.08
206760.5570.000	ARNOLD MOTOR SUPPLY	GASKET	6.29
206710.5570.000	ARNOLD MOTOR SUPPLY	HT PLUG	90.08
550780.5570.000	ARNOLD MOTOR SUPPLY	MISC LABOR	31.30
206710.5570.000	ARNOLD MOTOR SUPPLY	OIL DRAIN PAN	3.20
101110.5570.000	ARNOLD MOTOR SUPPLY	OIL FILTER	3.73
206710.5570.000	ARNOLD MOTOR SUPPLY	OIL FILTER	3.43
550780.5570.000	ARNOLD MOTOR SUPPLY	OIL/FUEL FILTER	156.49
206710.5570.000	ARNOLD MOTOR SUPPLY	OP PARTS	25.63
101110.5570.000	ARNOLD MOTOR SUPPLY	PART	67.75
206710.5600.000	ARNOLD MOTOR SUPPLY	PLUG REMOVER	97.99
206710.5410.000	ARNOLD MOTOR SUPPLY	TURN ROTOR	72.72
999.1125.000	AVESIS THIRD PARTY ADMINISTRATORS,INC	VISION PLAN	326.41
999.1131.000	AXA EQUITABLE	POLICE IRA	450.00
101310.5732.300	BAKER & TAYLOR ENTERTAINMENT	DVDS	21.83
101310.5732.300	BAKER & TAYLOR ENTERTAINMENT	DVDS	288.51
101310.5732.300	BAKER & TAYLOR ENTERTAINMENT	DVDS	218.14
101310.5732.300	BAKER & TAYLOR ENTERTAINMENT	DVDS	29.15
101310.5732.300	BAKER & TAYLOR ENTERTAINMENT	DVDS	14.57
101310.5732.300	BAKER & TAYLOR ENTERTAINMENT	DVDS	10.91
101310.5732.320	BAKER & TAYLOR ENTERTAINMENT	LOST&REPLACED BOOKS	5.10
101310.5732.300	BAKER & TAYLOR INCORP	ADULT AUDIO	5.49
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	4.79
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	15.11
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	89.01
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	47.86
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	33.90
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	28.95
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	5.98
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	51.27
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	47.58
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	106.53
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	129.80
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	15.67
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	50.60

101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	34.27
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	120.90
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	20.35
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	9.58
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	14.56
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	47.59
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	30.80
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	66.39
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	100.67
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	104.95
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	22.37
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	75.00
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	103.75
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	30.20
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	15.68
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	14.55
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	24.18
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	14.55
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	133.01
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	8.99
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	109.19
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	15.68
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	78.37
242310.5732.300	BAKER & TAYLOR INCORP	LARGE TYPE	51.00
101310.5732.320	BAKER & TAYLOR INCORP	LOST&REPLACED BOOKS	20.37
101310.5732.250	BAKER & TAYLOR INCORP	REFERENCE BOOK	14.41
101310.5600.100	BDH INFORMATION TECH	PCI CARD	28.60
150850.5703.000	BDH INFORMATION TECH	SERVERS/HARD DRIVE	2,451.38
684990.5230.000	BERNIE LOWE & ASSOC	INSURANCE CLAIMS	2,205.00
681110.5230.000	BERNIE LOWE & ASSOC	MEDICAL CLAIMS	9.39
681110.5339.000	BERNIE LOWE & ASSOC	MEDICAL CLAIMS	365.43
681140.5230.000	BERNIE LOWE & ASSOC	MEDICAL CLAIMS	16.77
681140.5230.000	BERNIE LOWE & ASSOC	MEDICAL CLAIMS	111.32
681140.5339.000	BERNIE LOWE & ASSOC	MEDICAL CLAIMS	194.95
681140.5339.000	BERNIE LOWE & ASSOC	MEDICAL CLAIMS	2,232.70
101110.5410.000	BLACK TIRE	BIKE MAINTENANCE	175.98
101310.5732.320	BRODART INC	LOST&REPLACED BOOKS	272.81
101310.5732.300	BRODART INC	JUVENILE BOOKS	40.61
101310.5732.300	BRODART INC	JUVENILE BOOKS	127.81
101310.5732.300	BRODART INC	JUVENILE BOOKS	17.42
101310.5732.300	BRODART INC	JUVENILE BOOKS	13.45
101310.5732.300	BRODART INC	JUVENILE BOOKS	83.13
101310.5732.320	BRODART INC	JUVENILE BOOKS	99.12
101310.5732.320	BRODART INC	JUVENILE BOOKS	43.35
242310.5732.320	BRODART INC	JUVENILE BOOKS	8.22
101310.5732.320	BRODART INC	LOST&REPLACED BOOKS	120.90
242310.5732.320	BRODART INC	MEMORIAL BOOKS	24.55
242310.5732.320	BRODART INC	MEMORIAL BOOKS	27.91
101310.5732.320	BRODART INC	REPLACED&MEMORIAL	40.65

242310.5732.320	BRODART INC	REPLACED&MEMORIAL	77.88
101110.5132.000	CARLENE ILLUM	REPLACE TWO PATCHES	20.00
101310.5732.300	CENGAGE LEARNING INC	BOOK	19.46
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE BOOKS	80.96
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE BOOKS	80.96
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE BOOKS	27.19
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE BOOKS	51.98
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE BOOKS	91.17
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE BOOKS	44.08
250660.5331.500	CENTRAL BUSINESS DISTRICT	QTRLY ALLOCATION	6,000.00
101310.5600.000	CENTRAL IOWA DISTRIBUTING INC	TISSUE	171.50
520520.5600.000	CENTRAL IOWA DISTRIBUTING INC	WPCP SUPPLIES	812.00
999.1160.000	CENTRAL OFFICE SUPPLY	35 BINDERS	75.95
550780.5600.000	CENTRAL OFFICE SUPPLY	WALL FILES	31.24
290113.5450.000	CENTURYLINK	SEPTEMBER POLICE LINES	418.00
290113.5450.000	CENTURYLINK	SEPTEMBER POLICE LINES	76.00
290113.5450.000	CENTURYLINK	SEPTEMBER POLICE LINES	20.37
290113.5450.000	CENTURYLINK	SEPTEMBER POLICE LINES	482.84
101310.5732.320	CHRIS SKIDMORE	RETURNED LOST BOOK	11.95
206710.5600.000	CINTAS CORPORATION	STREET DEPT MEDICAL	65.48
550780.5132.000	CITY LAUNDERING COMPANY	TRANSIT UNIFORMS	9.95
550780.5132.000	CITY LAUNDERING COMPANY	TRANSIT UNIFORMS	9.95
550780.5132.000	CITY LAUNDERING COMPANY	TRANSIT UNIFORMS	9.95
550780.5132.000	CITY LAUNDERING COMPANY	TRANSIT UNIFORMS	9.95
999.1129.000	COLONIAL LIFE	SHORT TERM INSURANCE	372.28
478710.5340.240	CONCRETE INC	BRENTWOOD TERR	524.28
206120.5480.010	CONSUMERS ENERGY CO-OP	8/1-8/31 MARSHALLTOWN	61.83
206160.5480.010	CONSUMERS ENERGY CO-OP	8/1-8/31 MARSHALLTOWN	370.76
101460.5331.500	CONVENTION & TOURISM BUREAU	HOTEL/MOTEL TAX SHARE	100,055.15
550780.5570.020	CROP PRODUCTION SERVICES	DELUXE 1300 OIL	619.00
101770.5570.000	CROP PRODUCTION SERVICES	SOY DIESEL	391.60
520520.5600.000	CROP RITE INC	LAWN CARE SERVICES	175.08
684990.5980.000	DARRELL P TEMPLETON	COVERAGE ENDED	260.40
101581.5261.000	DAVID PILLE	NUISANCE MOWINGS	130.00
101581.5261.760	DAVID PILLE	NUISANCE MOWINGS	60.00
101581.5261.760	DAVID PILLE	NUISANCE MOWINGS	110.00
101581.5261.760	DAVID PILLE	NUISANCE MOWINGS	90.00
101581.5261.760	DAVID PILLE	NUISANCE MOWINGS	260.00
101581.5261.760	DAVID PILLE	NUISANCE MOWINGS	110.00
101581.5261.760	DAVID PILLE	NUISANCE MOWINGS	75.00
101581.5261.760	DAVID PILLE	NUISANCE MOWINGS	125.00
101581.5261.000	DAVID PILLE	NUISANCE MOWINGS	220.00
101310.5600.000	DEMCO INCORP	OFFICE SUPPLIES	761.81
101581.5261.760	DEVIG SERVICES	NUISANCE MOWINGS	125.00
101581.5261.760	DEVIG SERVICES	NUISANCE MOWINGS	100.00
101581.5261.760	DEVIG SERVICES	NUISANCE MOWINGS	165.00
101581.5261.760	DEVIG SERVICES	NUISANCE MOWINGS	100.00
101581.5261.760	DEVIG SERVICES	NUISANCE MOWINGS	145.00
101581.5261.760	DEVIG SERVICES	NUISANCE MOWINGS	145.00

101581.5261.760	DEVIG SERVICES	NUISANCE MOWINGS	145.00
101581.5261.760	DEVIG SERVICES	NUISANCE MOWINGS	125.00
101310.5732.320	DIAMOND LAKE BOOK CO	LOST&REPLACED BOOKS	775.80
206710.5610.940	DIAMOND VOGEL PAINTS	BLUE STREET PAINT	152.30
206710.5610.940	DIAMOND VOGEL PAINTS	FRAME/COVER	10.66
206710.5610.940	DIAMOND VOGEL PAINTS	POLE W/METAL	5.20
150110.5749.000	ED STIVERS FORD INC.	2017 FORD EXPLORER	28,334.00
150110.5749.000	ED STIVERS FORD INC.	2017 FORD EXPLORER	(10,200.00)
520520.5600.000	ELECTRIC SUPPLY OF M'TOWN	EMERGENCY LIGHTING	1,512.14
520520.5718.000	ELECTRIC SUPPLY OF M'TOWN	VOLTAGE TRANSFORMER	1,540.00
150891.5230.000	ELERT & ASSOC	PREPARED RFP PHONES	1,125.00
101420.5340.640	EMILY GALE-HAZEN	9/4-9/17 ZUMBA CLASSES	105.00
283210.5600.031	ENVIRONMENTAL HAZARDS SERV	LEAD TESTS	84.00
283210.5600.032	ENVIRONMENTAL HAZARDS SERV	LEAD TESTS	12.00
283210.5600.032	ENVIRONMENTAL HAZARDS SERV	LEAD TESTS	6.00
283210.5600.032	ENVIRONMENTAL HAZARDS SERV	LEAD TESTS	12.00
283210.5600.032	ENVIRONMENTAL HAZARDS SERV	LEAD TESTS	12.00
283210.5600.031	ENVIRONMENTAL HAZARDS SERV	LEAD TESTS	66.00
283210.5600.032	ENVIRONMENTAL HAZARDS SERV	LEAD TESTS	66.00
283210.5600.031	ENVIRONMENTAL HAZARDS SERV	LEAD TESTS	84.00
283210.5600.031	ENVIRONMENTAL HAZARDS SERV	LEAD TESTS	94.25
101770.5410.000	FASTENAL COMPANY	HANGAR PARTS	79.95
206710.5600.000	FASTENAL COMPANY	STREET DEPT	48.47
206710.5600.000	FASTENAL COMPANY	STREET DEPT	101.72
206710.5600.000	FASTENAL COMPANY	STREET DEPT	21.08
999.1109.000	FIRE UNION DUES #61-401-7 LOCAL 16 IAFF	FIRE UNION DUES	1,140.00
528590.5230.030	FOX ENGINEERING ASSOCIATES INC	2014 SANITARY SEWER	11,060.46
520520.5230.030	FOX ENGINEERING ASSOCIATES INC	7/31-8/27 SERVICES	479.50
528590.5230.030	FOX ENGINEERING ASSOCIATES INC	IA RVR INTERCEPTOR	534.93
522590.5230.030	FOX ENGINEERING ASSOCIATES INC	MTOWN TELEVISIONING	6,600.00
528590.5230.030	FOX ENGINEERING ASSOCIATES INC	TURNER ST INTERCEPTOR	15,438.50
520520.5230.030	FOX ENGINEERING ASSOCIATES INC	WPCP BIO GAS GENERATOR	1,650.00
550780.5410.000	GILLIG LLC	FUEL SENDER	86.73
550780.5410.000	GILLIG LLC	HYDRA FAN DRIVE MOTOR	818.18
550780.5570.000	GILLIG LLC	SEAL KIT	54.82
520520.5980.000	GLEN SEDLACEK	WATER PIPE BROKE	17.15
101660.5231.000	GRIMES BUCK SCHOELL & BEACH	8/24-9/9 SERVICES	300.00
101860.5231.000	GRIMES BUCK SCHOELL & BEACH	8/24-9/9 SERVICES	2,452.50
471110.5231.000	GRIMES BUCK SCHOELL & BEACH	8/24-9/9 SERVICES	847.50
540430.5410.000	HANKE REFRIGERATION	UNHOOK ICE MACHINE	86.50
520520.5600.000	HD SUPPLY WATERWORKS, LTD	GASKET	15.82
520520.5600.000	HD SUPPLY WATERWORKS, LTD	GASKETS	108.10
290113.5450.000	HEART OF IOWA COMM	POLICE LINES	450.00
290113.5450.000	HEART OF IOWA COMM	SEPT E911 SERVICES	88.00
206710.5450.000	HEART OF IOWA COMM	STREET DEPT INTERNET	235.09
510531.5450.000	HEART OF IOWA COMM	SEWER DEPT INTERNET	47.02
520590.5450.000	HEART OF IOWA COMM	SEWER DEPT INTERNET	70.53
550780.5450.000	HEART OF IOWA COMM	TRANSIT DEPT INTERNET	117.54
520520.5600.000	HOH WATER TECHNOLOGY INC	902 BIO BUGS	1,800.00

283210.5433.000	HOME RENTAL CENTER	HOUSING TRAILER RENTAL	550.00
528590.5340.010	HYDRO-KLEAN LLC	2014 SANITARY SEWER	161,755.68
101421.5600.010	HY-VEE ACCOUNTS RECEIVABLE	AQUATIC RESALE ITEMS	10.37
540430.5600.055	HY-VEE ACCOUNTS RECEIVABLE	AQUATIC RESALE ITEMS	855.17
101140.5112.010	ICMA RETIREMENT 457	RETIREMENT	725.34
999.1130.000	ICMA RETIREMENT 457	RETIREMENT	3,319.00
999.1130.000	ICMA RETIREMENT 457	RETIREMENT	536.31
999.1130.000	ICMA RETIREMENT 457	RETIREMENT	285.00
999.1130.000	ICMA RETIREMENT 457	RETIREMENT	2,762.00
999.1130.000	ICMA RETIREMENT 457	RETIREMENT	745.00
101000.4520.000	IGNACIA BOYAS	PAID TICKET	25.00
150891.5340.150	IMAGETEK	MIGRATION TO HARDDRIVE	2,125.00
206712.5610.820	INDEPENDENT SALT	WINTER ROAD SUPPLIES	38,629.51
101310.5732.250	INGRAM LIBRARY SERVICES	REFERENCE BOOK	17.97
101310.5732.250	INGRAM LIBRARY SERVICES	REFERENCE BOOK	17.99
101310.5732.250	INGRAM LIBRARY SERVICES	REFERENCE BOOKS	80.75
101310.5732.250	INGRAM LIBRARY SERVICES	REFERENCE BOOKS	40.64
101310.5732.250	INGRAM LIBRARY SERVICES	REFERENCE BOOK	4.77
101140.5280.000	IOWA ASSOC PROF FIRE CHIEFS	ANNUAL DUES	50.00
101310.5340.010	IOWA HOMETOWN SECURITY	DIGITAL DISPLAY INSTALLED	1,199.06
101110.5600.000	IOWA OFFICE INTERIORS, INC	TONER	382.96
510531.5230.000	IOWA ONE CALL	UNGROUND LOCATOR	114.52
520590.5230.000	IOWA ONE CALL	UNGROUND LOCATOR	171.78
206710.5610.910	IOWA PRISON INDUSTRIES	CLEAR TRANS	146.25
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	RETIREMENT	33,335.73
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	RETIREMENT	33,147.81
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	RETIREMENT	(0.13)
101310.5732.320	JACQUELINE IBARRA	RETURNED LOST BOOK	9.99
101310.5732.320	JAMIE SANDVICK	RETURNED LOST BOOK	14.99
206710.5570.000	JENSEN INC	ANTIFREEZE	13.37
101310.5600.000	JOA M LAVILLE	SUPPLIES	71.76
101310.5600.010	JOA M LAVILLE	SUPPLIES	22.78
101310.5340.010	JONES LIBRARY SALES INC	MOVE SHELVING	1,050.00
101420.5340.640	KAREN GALE-HAZEN	9/4-9/17 ZUMBA CLASSES	172.50
101310.5460.000	KATHRYN FINK	MILEAGE/CONFERENCE	76.95
520520.5600.030	KEYSTONE LAB INC	MERCURY ANALYSIS	29.00
520520.5600.030	KEYSTONE LAB INC	PHOSPHATE	19.00
520520.5600.030	KEYSTONE LAB INC	PHOSPHATE	19.00
101410.5340.010	KIWANIS CLUB PM	CONTRACT MOWING	660.00
101110.5370.000	KOCH BROTHERS	FIRE DEPT COPIES	190.29
290113.5450.000	LANGUAGE LINE SERV INC	PHONE INTERPRETER	370.80
206710.5600.000	LAWSON PRODUCTS INC	STREET DEPT	77.15
101310.5340.010	LEROY DUANE LENZ	CONTRACT MOWING	320.00
101310.5340.010	LEROY DUANE LENZ	CONTRACT MOWING	320.00
283210.5320.000	LEROY DUANE LENZ	CONTRACT MOWING	60.00
283210.5320.000	LEROY DUANE LENZ	CONTRACT MOWING	80.00
283210.5320.000	LEROY DUANE LENZ	CONTRACT MOWING	60.00
283210.5320.000	LEROY DUANE LENZ	CONTRACT MOWING	80.00
101110.5600.000	L-TRON CORP	SCANNER KIT	359.42

101410.5570.000	M GERVICH & SONS INC	#722 GARBAGE	12.00
247410.5331.500	MARSHALL COUNTY ARTS & CULTURE ALLIANCE	28E AGREEMENT FOR BAND	9,433.62
101110.5570.010	MARSHALL COUNTY ENGINEER	GAS & DIESEL	4,515.13
101140.5570.000	MARSHALL COUNTY ENGINEER	GAS & DIESEL	387.76
101410.5570.010	MARSHALL COUNTY ENGINEER	GAS & DIESEL	452.56
101410.5570.060	MARSHALL COUNTY ENGINEER	GAS & DIESEL	474.19
101560.5570.000	MARSHALL COUNTY ENGINEER	GAS & DIESEL	36.46
101561.5570.000	MARSHALL COUNTY ENGINEER	GAS & DIESEL	40.37
101581.5570.000	MARSHALL COUNTY ENGINEER	GAS & DIESEL	106.98
206120.5570.000	MARSHALL COUNTY ENGINEER	GAS & DIESEL	206.23
206710.5570.000	MARSHALL COUNTY ENGINEER	GAS & DIESEL	1,559.16
206760.5570.000	MARSHALL COUNTY ENGINEER	GAS & DIESEL	135.82
510531.5570.010	MARSHALL COUNTY ENGINEER	GAS & DIESEL	197.41
510531.5570.060	MARSHALL COUNTY ENGINEER	GAS & DIESEL	34.46
510532.5570.060	MARSHALL COUNTY ENGINEER	GAS & DIESEL	96.29
520520.5570.010	MARSHALL COUNTY ENGINEER	GAS & DIESEL	116.63
520520.5570.060	MARSHALL COUNTY ENGINEER	GAS & DIESEL	85.86
520590.5570.010	MARSHALL COUNTY ENGINEER	GAS & DIESEL	296.11
520590.5570.060	MARSHALL COUNTY ENGINEER	GAS & DIESEL	51.70
550780.5570.010	MARSHALL COUNTY ENGINEER	GAS & DIESEL	38.49
550780.5570.060	MARSHALL COUNTY ENGINEER	GAS & DIESEL	3,951.42
101581.5261.000	MARSHALL COUNTY LANDFILL	NUISANCE CLEANINGS	22.00
101581.5261.000	MARSHALL COUNTY LANDFILL	NUISANCE CLEANINGS	40.35
101581.5261.000	MARSHALL COUNTY LANDFILL	NUISANCE CLEANINGS	10.00
101410.5340.010	MARSHALL COUNTY LANDFILL	PARK BARRELS	59.40
101770.5440.000	MARSHALL COUNTY TREASURER	TAXES	73.00
520520.5440.000	MARSHALL COUNTY TREASURER	TAXES	714.00
520520.5440.000	MARSHALL COUNTY TREASURER	TAXES	699.00
520520.5440.000	MARSHALL COUNTY TREASURER	TAXES	351.00
520520.5440.000	MARSHALL COUNTY TREASURER	TAXES	154.00
520520.5440.000	MARSHALL COUNTY TREASURER	TAXES	245.00
520520.5440.000	MARSHALL COUNTY TREASURER	TAXES	623.00
520520.5440.000	MARSHALL COUNTY TREASURER	TAXES	471.00
520520.5440.000	MARSHALL COUNTY TREASURER	TAXES	685.00
520520.5440.000	MARSHALL COUNTY TREASURER	TAXES	661.00
520520.5440.000	MARSHALL COUNTY TREASURER	TAXES	261.00
101770.5440.000	MARSHALL COUNTY TREASURER	TAXES	96.00
247410.5331.500	MARSHALLTOWN MUNICIPAL BAND INC	FRIENDS OF THE BAND	971.68
283210.5480.030	MARSHALLTOWN WATER WORKS	7/5-9/2 110 W LINN ST	87.29
283210.5480.030	MARSHALLTOWN WATER WORKS	7/5-9/2 112 W LINN ST	87.29
281690.5480.030	MARSHALLTOWN WATER WORKS	7/5-9/2 612 W CHURCH	108.64
520520.5480.030	MARSHALLTOWN WATER WORKS	AUGUST WPCP WATER	1,126.15
999.1190.000	MARSHALLTOWN WATER WORKS	PASS THROUGH PAYMENT	404.82
101440.5331.500	MARSHALLTOWN YMCA-YWCA	SUMMER SERVICES	20,372.57
101110.5570.000	MCATEE TIRE SALES & SERVICE INC	2 TIRES&ALIGNMENT	340.74
101110.5570.000	MCATEE TIRE SALES & SERVICE INC	2 TIRES&ALIGNMENT	371.64
101110.5570.000	MCATEE TIRE SALES & SERVICE INC	TIRE REPAIR	22.50
101110.5151.000	MCFARLAND CLINIC PC	PRE EMPLOY/DOT TEST	964.92
101410.5151.000	MCFARLAND CLINIC PC	PRE EMPLOY/DOT TEST	125.84

290113.5151.000	MCFARLAND CLINIC PC	PRE EMPLOY/DOT TEST	116.64
520520.5450.000	MEDIACOM	9/15-10/14 INTERNET	44.84
681140.5338.000	MEDTRAK SERVICES LLP	PRESCRIPTIONS	1,030.05
206710.5340.290	MICHAEL LISKOWIAK	TREES REMOVALS	1,985.00
520520.5980.000	MICHAEL OR TISHA MCDOWELL	FILLED POOL	53.92
101420.5340.640	MICHAEL WICKHAM	9/12-10/20 TAEKWONDO	210.00
101310.5732.300	MICROMARKETING LLC	ADULT AUDIO BOOKS	34.95
101310.5732.300	MICROMARKETING LLC	ADULT AUDIO BOOKS	428.88
101310.5732.300	MICROMARKETING LLC	ADULT AUDIO BOOKS	289.96
101310.5732.300	MICROMARKETING LLC	ADULT AUDIO BOOKS	10.00
101310.5732.300	MICROMARKETING LLC	ADULT AUDIO BOOKS	39.99
101310.5732.300	MICROMARKETING LLC	ADULT AUDIO BOOKS	114.93
101310.5732.300	MICROMARKETING LLC	JUVENILE AUDIO BOOKS	84.98
101310.5732.300	MICROMARKETING LLC	JUVENILE AUDIO BOOKS	25.00
101310.5732.300	MICROMARKETING LLC	JUVENILE AUDIO BOOKS	156.99
101310.5732.300	MICROMARKETING LLC	JUVENILE AUDIO BOOKS	25.00
520520.5600.030	MIDLAND SCIENTIFIC INC	90 MM FILTERS	83.24
520520.5600.030	MIDLAND SCIENTIFIC INC	CARTRIDGES	125.65
520520.5600.030	MIDLAND SCIENTIFIC INC	FILTER TAPE	179.30
520520.5600.030	MIDLAND SCIENTIFIC INC	GLYCOL/AMMO	155.66
290113.5450.000	MINERVA VALLEY TELEPHONE	POLICE LINES	50.00
206710.5570.000	NAPA	BRAKE KIT	183.75
206710.5570.000	NAPA	HOSE/FITTING	78.79
101561.5570.000	NAPA	OIL FILTER	91.32
101561.5570.000	NAPA	BRAKE LIGHT	24.35
206710.5570.000	NAPA	STREET DEPT	(61.62)
550780.5570.000	NAPA	TRANSIT DEPT	102.17
550780.5570.000	NAPA	TRANSIT SUPPLIES	51.09
206710.5570.000	NAPA	WHEEL SEAL	42.34
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	FIRE&POLICE	55,397.50
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	FIRE&POLICE	55,366.62
101000.4472.000	NANCY GUTIERREZ	SHELTER REFUND	100.00
101310.5340.070	OCLC, INC	CATALOGING&SUBSCRIPTION	859.72
101110.5600.000	OMG NATIONAL	PROMOTIONAL SUPPLIES	563.76
101310.5216.000	ONE SOURCE	BACKGROUND CHECK	35.00
101410.5216.000	ONE SOURCE	BACKGROUND CHECK	30.00
206760.5230.000	ONE SOURCE	BACKGROUND CHECK	15.00
530540.5216.000	ONE SOURCE	BACKGROUND CHECK	15.00
101110.5570.000	O'REILLY AUTOMOTIVE INC	WIPER BLADES	62.61
101310.5732.300	OVERDRIVE, INC.	EBOOKS	154.94
101310.5732.300	OVERDRIVE, INC.	EBOOKS	25.99
101310.5732.300	OVERDRIVE, INC.	JUVENILE AUDIO BOOKS	107.98
242310.5732.320	OVERDRIVE, INC.	MEMORIAL BOOKS	235.96
278690.5240.510	PALISADE HOLDING CO	RENT ASSISTANCE	79.00
290113.5450.000	PARTNER COMMUNICATIONS CO-OP	SEPTEMBER PHONES	511.24
290113.5450.000	PARTNER COMMUNICATIONS CO-OP	SEPTEMBER PHONES	1,174.84
520520.5340.010	PETTY CASH - WPCP DEPARTMENT	DISPOSAL OF OLD FRIDGE	10.00
101310.5600.000	PLATICARDS INC	OPEN BOOK MARKERS	362.84
101310.5600.000	PREMIER OFFICE EQUIPMENT	INFO COPIER	63.45

101410.5340.070	PREMIER OFFICE EQUIPMENT	PARK&REC COPIES	12.37
206710.5340.070	PREMIER OFFICE EQUIPMENT	STREET DEPT COPIES	61.82
510531.5340.070	PREMIER OFFICE EQUIPMENT	SEWER DEPT COPIES	12.37
520590.5340.070	PREMIER OFFICE EQUIPMENT	SEWER DEPT COPIES	18.55
550780.5340.070	PREMIER OFFICE EQUIPMENT	TRANSIT COPIES	18.55
101310.5600.000	PREMIER OFFICE EQUIPMENT	LIBRARY COPIES	391.17
101310.5732.250	PROQUEST INFO & LEARNING CO	ANCESTRY LIBRARY	1,180.00
101310.5732.250	PROQUEST INFO & LEARNING CO	SUBSCRIPTION	902.00
510531.5600.000	QUILL CORPORATION	OFFICE SUPPLIES	75.19
520520.5600.000	QUILL CORPORATION	OFFICE SUPPLIES	34.97
520590.5600.000	QUILL CORPORATION	OFFICE SUPPLIES	112.79
520520.5600.000	R S STOVER	METH GAS REGULATOR PARTS	177.03
520520.5600.000	R S STOVER	METH GAS REGULATOR PARTS	87.03
101310.5732.300	RECORDED BOOKS LLC	ADULT AUDIO BOOKS	36.00
101310.5732.300	RECORDED BOOKS LLC	ADULT AUDIO BOOKS	31.49
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	31.50
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	40.50
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	31.50
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	35.09
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	430.00
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	49.50
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	36.00
520520.5980.000	ROBERT MCBRIDE	FILLED POOL	21.64
150110.5749.000	S&S AUTOBODY AND FRAME	#521 LETTER	350.00
101110.5570.010	SADIE WEEKLEY	FUEL	30.47
101110.5430.000	SAUNG SANDI	INTERPRETING	90.00
283210.5320.000	SCHENDEL PEST CONTROL COMPANY	112 W LINN ST	45.00
152451.5340.010	SCHENDEL PEST CONTROL COMPANY	BED BUG TREATMENT	60.00
101410.5340.070	SCHENDEL PEST CONTROL COMPANY	CITYHALL/POLICE/P&R	29.00
101880.5340.070	SCHENDEL PEST CONTROL COMPANY	CITYHALL/POLICE/P&R	29.00
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
101881.5340.070	SCHUMACHER ELEVATOR COMPANY	CARNEGIE BLDG	202.77
101880.5340.070	SCHUMACHER ELEVATOR COMPANY	CITY HALL	198.73
101480.5340.070	SCHUMACHER ELEVATOR COMPANY	SENIOR CITIZENS	187.82
520520.5340.010	SCOTT TENT & AWNING COMPANY	AUGUST CONTRACT MOWING	820.00
101310.5732.300	SENTIMENTAL PRODUCTIONS	DVDS	230.00
152451.5340.010	SERVICEMASTER OF M'TOWN INC	COLISEUM FLOORS	531.36
101310.5340.010	SERVICEMASTER OF M'TOWN INC	LIBRARY CLEANED	1,369.33
684990.5230.000	SHEAKLEY	ACA DASHBOARD	357.17
401410.5230.030	SNYDER & ASSOCIATES, INC.	IA RIVER TRAILS	15,093.52
401410.5230.030	SNYDER & ASSOCIATES, INC.	IA RIVER TRAILS	12,960.00
206710.5600.000	SPAHN & ROSE LUMBER CO	MASONITE SIDING	18.32
233410.5340.010	SPOTLESS CLEANING	SOFTBALL CMLPX RESTROOMS	210.00
101140.5340.070	STERLING FIRE & SAFETY INC	EXTINGUISHER CHECKUPS	197.50
233410.5340.010	STONE SANITATION	10/1/16-9/30/17 SERVICES	990.00
101580.5340.010	STONE SANITATION	AUGUST CITY TRASH	200.00
520520.5340.010	STONE SANITATION	AUGUST GRIT SCREENING	964.20

101140.5340.010	STONE SANITATION	FIRE DEPT	101.83
101480.5340.010	STONE SANITATION	SENIOR CITIZENS	101.83
101880.5340.010	STONE SANITATION	CITY HALL	155.49
206710.5340.010	STONE SANITATION	STREET DEPT	101.83
520520.5340.010	STONE SANITATION	WPCP BIO GAS GENERATOR	101.83
101310.5340.010	STONE SANITATION	LIBRARY	99.07
101110.5132.000	STREICHER'S	2 BATONS	190.00
101110.5600.070	STREICHER'S	AMMUNITION	1,995.00
101110.5132.000	STREICHER'S	BATON CARRIERS	84.00
101110.5132.000	STREICHER'S	BLACK POLICE SHOES	89.99
101110.5132.000	STREICHER'S	BLACK POLICE SHOES	139.99
101110.5132.000	STREICHER'S	POLICE COLLAR PIN	20.97
101890.5339.100	TASC	FLEX BENEFITS	379.20
510531.5339.100	TASC	FLEX BENEFITS	58.34
520520.5339.100	TASC	FLEX BENEFITS	145.85
999.1128.010	TASC	FLEX BENEFITS	4,899.89
999.1128.020	TASC	FLEX BENEFITS	1,874.59
999.1128.020	TASC	FLEX BENEFITS	(0.20)
101110.5718.000	TASER INTERNATIONAL	TASERS/HOLSTERS	1,030.79
150110.5718.000	TASER INTERNATIONAL	TASERS/HOLSTERS	5,000.00
206760.5450.000	TELE DIFFERENCE	ENGINEERING	100.00
101310.5600.000	THE LIBRARY STORE INC	CLASSIFICATION LABELS	616.24
101660.5210.000	TIMES-REPUBLICAN	AUGUST PUBLICATIONS	41.60
101840.5210.000	TIMES-REPUBLICAN	AUGUST PUBLICATIONS	835.83
101870.5210.000	TIMES-REPUBLICAN	AUGUST PUBLICATIONS	35.78
291530.5210.000	TIMES-REPUBLICAN	AUGUST PUBLICATIONS	13.31
101310.5210.000	TIMES-REPUBLICAN	EMPLOYMENT ADS	434.40
550780.5210.000	TIMES-REPUBLICAN	EMPLOYMENT ADS	191.00
283210.5410.000	TOM BLAKE	607 FOREST ST, TAMA	1,000.00
206711.5570.000	TRANS-IOWA EQUIPMENT LLC	SHOE DIRT SCRAPPERS	284.88
150850.5734.000	TYLER TECHNOLOGIES INC	A/R CONFIGUATIONS	312.50
150850.5734.000	TYLER TECHNOLOGIES INC	CONVERSION	500.00
150850.5734.000	TYLER TECHNOLOGIES INC	ENERGOV DISCUSSIONS	125.00
150850.5734.000	TYLER TECHNOLOGIES INC	SYSTEM CONFIGURATIONS	62.50
999.1117.000	U A W LOCAL 893	PARK&REC DUES	106.65
101310.5340.010	UNIQUE MANAGEMENT SERVICES, INC	OVERDUE COLLECTIONS	170.05
999.1112.000	UNITED WAY	WITHHOLDINGS	784.66
101310.5151.000	UNITY POINT-SIOUX CITY	DRUG&ALCOHOL TESTS	37.00
290113.5151.000	UNITY POINT-SIOUX CITY	DRUG&ALCOHOL TESTS	37.00
150310.5380.000	US BANK EQUIPMENT FINANCE	COPIER CONTRACT PAYMENT	341.25
101110.5450.100	VERIZON WIRELESS	7/26-8/25 POLICE DEPT	680.19
290113.5450.000	VERIZON WIRELESS	7/26-8/25 POLICE DEPT	32.18
684990.5339.000	WELLMARK INC	MEDICAL CLAIMS	29,819.04
101140.5210.000	WFCA- THE DAILY DISPATCH	FIRE DEPT ADS	385.00
290113.5151.000	WOLFE CLINIC P C	HEARING TEST	35.00
101140.5340.070	XEROX CORPORATION	FIRE DEPT COPIES	34.74
520520.5600.000	ZIEGLER INC	AIR FILTER	15.02
520520.5600.000	ZIEGLER INC	FILTER/ELEMENT	56.32
520520.5600.000	ZIEGLER INC	GASKET/WASHERS	174.31

101580.5600.000	ZIMCO SUPPLY COMPANY	TRIMEC	375.00
206710.5600.000	ZIMCO SUPPLY COMPANY	TRIMEC	125.00
101110.5340.070	ZUERCHER TECH	11/28/16-11/27/17	291.90
			794,428.02

RESOLUTION_____

Approving Development Agreement with Red Earth Real Estate Holdings,
Authorizing Tax Increment Payments and Pledging Certain Tax Increment
Revenues to the Payment of the Agreement

WHEREAS, the City of Marshalltown, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 5 (the “Urban Renewal Area”); and

WHEREAS, this Council has initiated the process which will result in the adoption of an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, an agreement between the City and Red Earth Real Estate Holdings has been prepared (the “Agreement”), pursuant to which the Developer would construct a project in the Urban Renewal Area to known as Eagle View at Wandering Creek (the “Eagle View Project”) and the City would provide tax increment payments in a total amount not exceeding \$1,300,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on September 26, 2016, and has otherwise complied with statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Marshalltown, Iowa, as follows:

Section 1. Pursuant to the factors listed in Chapter 15A, the Council hereby finds that:

(a) The Eagle View Project will add diversity and generate new opportunities for the Marshalltown and Iowa economies;

(b) The Eagle View Project will generate public gains and benefits, particularly in the creation of new jobs and in the provision of increased housing opportunities, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the property tax payments to Red Earth Real Estate Holdings.

Section 3. The Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property described as follows:

PARCEL "B" LOCATED ENTIRELY WITHIN PARCEL "A" IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 83 NORTH ,RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA.

FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 9, ALSO BEING THE NORTHWEST CORNER OF PARCEL "A" AS RECORDED ON INSTRUMENT #9903778 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA; THENCE, N88°11'08"E 50.00' ALONG THE NORTH LINE OF SAID PARCEL "A" TO THE POINT OF BEGINNING; THENCE, N88°11'08"E 940.00' CONTINUING ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE, S1°09'38"W 705.00' ALONG THE EAST LINE OF SAID PARCEL "A"; THENCE, S88°11'08"W 940.00'; THENCE, N1°09'38"E 705.00' TO THE POINT OF BEGINNING. PARCEL "B" CONTAINS 15.19 ACRES INCLUDING 0.71 ACRES OF PRESENTLY ESTABLISHED ROAD RIGHT OF WAY.

(the "Eagle View Subfund").

Section 5. The City hereby pledges to the payment of the Agreement the Eagle View Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Marshall County to evidence the continuing pledging of the Eagle View Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved this 26th day of September, 2016.

Mayor

Attest:

City Clerk

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Marshalltown, Iowa (the "City") and Red Earth Real Estate Holdings (the "Developer") as of the 26th day of September, 2016.

WHEREAS, the City has established the Marshalltown Urban Renewal Area No. 5 (the "Urban Renewal Area"), and will adopt a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Developer owns certain real property in the Urban Renewal Area upon which it will construct a housing development known as Eagle View at Wandering Creek (the "Project") which property is described as follows:

PARCEL "B" LOCATED ENTIRELY WITHIN PARCEL "A" IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA.

FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 9, ALSO BEING THE NORTHWEST CORNER OF PARCEL "A" AS RECORDED ON INSTRUMENT #9903778 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA; THENCE, N88°11'08"E 50.00' ALONG THE NORTH LINE OF SAID PARCEL "A" TO THE POINT OF BEGINNING; THENCE, N88°11'08"E 940.00' CONTINUING ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE, S1°09'38"W 705.00' ALONG THE EAST LINE OF SAID PARCEL "A"; THENCE, S88°11'08"W 940.00'; THENCE, N1°09'38"E 705.00' TO THE POINT OF BEGINNING. PARCEL "B" CONTAINS 15.19 ACRES INCLUDING 0.71 ACRES OF PRESENTLY ESTABLISHED ROAD RIGHT OF WAY.

(the "Property"); and

WHEREAS, as part of the development of the Project, the Developer will make certain infrastructure improvements related to the Project (the "Project Infrastructure") and additional infrastructure improvements on the west end of the Property (the "Public Infrastructure"), as shown on Exhibit A to this Agreement; and

WHEREAS, the Developer has requested tax increment financing assistance in recognition of the costs of providing infrastructure improvements for the Project; and

WHEREAS, Section 403.22 of the Code of Iowa requires that, in order for Incremental Property Tax Revenues (as hereinafter defined) to be made available to finance public improvements related to housing and residential development, a certain percentage of such revenues related to a project must be used to provide assistance to low and moderate income family housing; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Developer's Covenants

1. The Developer agrees that the Project will consist of 52 townhomes in 2-4 unit configurations, with an approximate market value of \$200,000 to \$225,000 for each townhome.
2. The Developer agrees to construct the Public Infrastructure on the Property, as described on Exhibit A to this Agreement. Prior to beginning construction of the Public Infrastructure, the Developer will provide copies of all engineering documents related to the Public Infrastructure to the City. The City may request reasonable changes in such documents, to insure compliance with any applicable City ordinances. Upon completion of the Public Infrastructure, and after the City confirms to the Developer in writing that such Public Infrastructure meets City requirements and the City accepts such Public Infrastructure, the Developer will dedicate such Public Infrastructure and related right-of-way to the City, which shall thereafter be maintained by the City.
3. The Developer agrees that no townhomes, whether owned by the Developer or a private owner, will be eligible to apply for benefits under the City's program of residential property tax abatement, and the Developer agrees to include this restriction in all documents related to the sale of any townhome.
4. The Developer agrees to make timely payment of all property taxes, or to make provisions for timely payment of all property taxes, as they come due throughout the term of this Agreement and to submit a receipt or cancelled check to the City Clerk in evidence of each such payment.

B. City's Obligations

1. In recognition of the Developer's obligations set out above, and subject to the Developer remaining in compliance with those obligations, the City agrees to make economic development tax increment payments (the "Payments") to the Developer in each fiscal year during the term of this Agreement, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments shall not exceed \$1,300,000.

The Payments will be made on June 1 and December 1 of each fiscal year, beginning on the first December 1 for which incremental property tax revenues with respect to an increase in the taxable valuation of the Property over the valuation shown on the Marshall County tax rolls as of January 1, 2016 (the "Incremental Property Tax Revenues"), and continuing for a total of ten fiscal years, or until such earlier time at which Payments equal to \$1,300,000 have been made. For example, if an increase in incremental valuation added by the Project is shown on the Marshall County tax rolls as of January 1, 2017, the first Payment will be made on December 1, 2018.

Each Payment shall be in an amount which represents the Incremental Property Tax Revenues received by the City with respect to the incremental value of the Property during the six months preceding such payment date, reduced by the minimum amount required by Section 403.22 of the Code of Iowa on such Payment date (the "Low and Moderate Set Aside Amount")

(as of the date of this Agreement, such minimum amount which is applicable to projects in Marshall County is 41.79%). The Low and Moderate Set Aside Amount shall be retained by the City for purposes of providing assistance to low and moderate income family housing, pursuant to Section 403.22 of the Code of Iowa. The Developer shall be eligible to apply to the City for allocations of the Low and Moderate Set Aside Amount..

Incremental Property Tax Revenues are produced by multiplying the consolidated property tax levy (city, county, school, township, area college) times the incremental valuation added to the Property by the Project, then subtracting (1) debt service levies of all taxing jurisdictions, (2) the school district physical plant and equipment levy, (3) the school district instructional support levy and (4) any other levies which are or may be exempted from such calculation by action of the Iowa General Assembly.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from incremental property taxes received by the City from the Marshall County Treasurer which are attributable to the incremental valuation added to the Property by the Project.

The City agrees to make the required certification to the Marshall County Auditor with respect to the qualification of the Payments as debt payable from incremental property tax revenues under this Agreement.

C. Administrative Provisions

1. This Agreement may not be amended or assigned by either party without the express permission of the other party. However, the City hereby gives its permission that the Developer's rights to receive the economic development tax increment payments hereunder may be assigned by the Developer to a lender, as security, without further action on the part of the City.

2. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Developer have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF MARSHALLTOWN, IOWA

By: _____
Mayor

Attest:

City Clerk

RED EARTH REAL ESTATE HOLDINGS

By: _____

Name: _____

Title: _____

EXHIBIT A
Description of Public Infrastructure to be constructed by Developer

EXHIBIT A
Description of Public Infrastructure to be constructed by Developer

**EAGLE VIEW AT WANDERING CREEK
LIST OF PUBLIC IMPROVEMENTS**

Meskwaki, Inc. shall build, or cause to be built, the following list of improvements to be deeded to the City of Marshalltown. Quantities of each improvement shall be in accordance with the designed plan set on file with the City and shall meet all applicable state and local requirements.

- Eagle Valley Drive Public Street
- Eagle Valley Drive Sidewalk
- Water Improvements
- Sanitary Sewer Improvements
- Storm Sewer Improvements
- Storm Drain Improvements
- Street Lights

COUNCIL PROCEEDINGS

September 26, 2016

The Marshalltown City Council met in regular session on September 26, 2016, at 5:30 PM, in the Council Chambers at City Hall. Mayor Lowrance called the meeting to order and led the Pledge of Allegiance. Present: Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin. Gowdy moved to approve the agenda, second by Greer. Motion approved 7-0.

CONSENT AGENDA:

Wirin moved to approve the Consent Agenda: Approve Council meeting Minutes of September 12, 2016, special meeting minutes of September 13, 2016, September 15, 2016, and September 16, 2016; Approve Bill List in the amount of \$1,340,104.47; Receipt of the August 2016 Building Report; Resolution 2016-181 Approving Renewal 28E Tobacco Agreement with State of Iowa; Resolution 2016-182 Approving Street Financial Report for period ending June 30, 2016; Resolution 2016-183 Approving Fiscal Year 2016 Interfund Transfers; Renewal liquor licenses: Fiddle & Whistle Pub, Palm Beach Grill & Night Club, TC's, In & Out BP Travel Plaza, Haley's Deli, Casey's Store 1564, Casey's Store 1415, Casey's Store 3228; second by Greer. Consent agenda adopted 7-0.

REPORT

Kenn Vinson updated the council on the Alliant project.

MOTION:

Lamer moved to approve Class C Liquor License for Hive Hospitality, LLC, aka Totem Bowl, second by Martin. Motion carried 6-1, with Greer abstaining due to his professional association with the licensee.

RESOLUTIONS:

Greer moved to adopt Resolution 2016-184 Approving Sewer Equipment Purchase Contract with TransIowa Equipment of Ankeny, Iowa, for an Environsight Sewer Rover and Camera System, \$204,338.12, second by Hoop. Resolution adopted 7-0.

Greer moved to adopt Resolution 2016-185 Approving 28E Agreement for Operation of a Municipal Band, through December 31, 2018, second by Schubert. Resolution adopted 7-0.

Hoop moved to adopt two Resolutions, Resolution 2016-186 Authorizing Loan to Tax Increment Fund for Marshalltown Urban Renewal Area No. 3, to cover administrative expenses up to \$5,000 and Resolution 2016-187 Setting date for public hearing on 2016 amendment to urban renewal plan for Marshalltown Urban Renewal Area No. 3, being October 10, 2016, second by Greer. These relate to adopt Urban Renewal Area No. 3 – Hawkeye Subdivision. Resolutions adopted 7-0.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open regarding the development agreement with Red Earth Real Estate holdings regarding Eagle View at Wandering Creek, located within Urban Renewal Area No. 5. Tom Deimerly, Executive Director of MEDIC reviewed the proposed improvements. Due to conflicting provisions within the development agreement, tax abatement will not be allowed for those parcels. There were no public or written comments. Mayor Lowrance declared the public hearing closed.

Lamer moved to adopt Resolution 2016-188 Approving Development Agreement with Red Earth Real Estate Holdings including economic development payments in an amount not to exceed \$1,300,000, second by Martin. Resolution adopted 7-0.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open regarding the no interest loan for a Pierce light duty rescue vehicle. There were no public or written comments. Mayor Lowrance declared the public hearing closed.

Schubert moved to adopt two Resolutions, Resolution 2016-189 approving loan agreement for fire truck, and Resolution 2016-190 approving purchase of 2017 Pierce light-duty Rescue Vehicle through HGAC Government Purchasing Program, second by Greer. Resolution adopted 7-0..

Lamer moved to adopt Resolution 2016-191 Approving Employment Agreement with Jessica Kinser and Appointing Kinser as City Administrator, second by Greer. Resolution adopted 6-1, with Schubert dissenting.

COUNCIL PROCEEDINGS

September 26, 2016

Schubert moved to adopt Resolution 2016-192 Approving Transit Federal Aid Agreement, 2016-2017, 85% reimbursement for financing the purchase of one heavy duty bus, up to \$349,350, second by Wirin. Resolution adopted 5-2, Hoop and Lamer dissenting.

Wirin moved to adopt Resolution 2016-193 Approving Change Order 1, quantity adjustment decrease of \$1,752.75, Con-Struct, Inc., for the Craig Circle project 76016005, second by Martin. Resolution adopted 7-0.

Hoop moved to adopt Resolution 2016-194 Approve Engineering Services Agreement with Fox Engineering Associates, Inc., for design services not to exceed \$58,000 for the 2016 Manhole & Joint Repair project 59016002, second by Schubert. Resolution adopted 6-1, Lamer dissenting.

Greer moved to adopt Resolution 2016-195 Approving Certificate of Completion, final projects costs of \$239,054.50 with Con-Struct, Inc., for the 2015 Columbus & Crestview project 76015002, second by Wirin. Resolution adopted 7-0.

Wirin moved to adopt two Resolutions, Resolution 2016-197 Change Order 1, increase of \$17,305.56, increase of sealer material and Resolution 2016-198 Approve Certificate of Completion, final costs of \$150,505.56, relating to the 2016 PCC Crack & Joint Seal project 76016008A, Denco Highway Construction Corporation, second by Greer. Resolutions adopted 7-0.

Wirin moved to adopt two Resolutions, Resolution 2016-199 Change Order 1, increase of \$15,579.20, increase of material and Resolution 2016-200 Approve Certificate of Completion, final costs of \$224,747.20, relating to the 2016 PCC Patch Repair project 76016006A, Brycon, LLC, second by Hoop. Resolution adopted 7-0.

Gowdy moved to adopt Resolution 2016-201 Authorizing Acceptance of Grant Award Number 2016-09 from the Martha Ellen Tye Foundation, in the amount of \$25,000, to support the completion of a feasibility and assessment plan of the Veterans Memorial Coliseum, second by Schubert. Resolution adopted 7-0.

ORDINANCES:

Wirin moved to adopt the third reading of and Ordinance 14950 Amending the Glenwood Place Planned Unit Development Located at 2907 S 6th Street, second by Greer. Third reading and Ordinance adopted 7-0.

Martin moved to remove from the table the first reading of Ordinance to Amend City Code Section 28-125 Rate Structure and Storm Water Rate, second by Schubert. Motion carried 7-0.

Martin moved to approve an amended first reading of Ordinance 14952 to Amend City Code Section 28-125 Rate Structure and Storm Water Rate, modifying the rates by stopping the increase for fiscal year ending June 30, 2017, and reverting back to the prior year, as an incentive for council to proceed with a study regarding project financing, second by Wirin. First reading adopted 6-1, Lamer dissenting. Hoop moved to waive the second reading, second by Greer. Second reading waived 6-1, Lamer dissenting. Greer moved to set a public hearing on the increase for October 10, second by Gowdy. Motion carried 7-0.

Hoop moved to adopt the second reading of Ordinance Providing for the Division of Taxes Levied on Taxable Property in the Marshalltown Urban Renewal Area No. 5, Pursuant to Section 403.19 of the Code of Iowa, setting public hearing for October 10, 2016, second by Gowdy. Relating to Eagle View at Wandering Creek. Second reading adopted 7-0.

DISCUSSION:

One bid was received for Voice over Internet Protocol phone equipment on Friday, September 23, 2016, and far exceeded the budgeted amount. Staff will review the bid and come back with a recommendation.

COUNCIL PROCEEDINGS

September 26, 2016

PUBLIC COMMENT

CLOSED SESSION: union negotiation

Schubert moved to enter into closed session pursuant to Section 20.17 subsection 3 of the Code of Iowa concerning strategy meetings of the public employer for collective bargaining purposes. The City of Marshalltown has an attorney-client relationship with Michael Galloway, Ahlers & Cooney, PC, pursuant to an engagement letter dated July 1, 2011, second by Gowdy. Motion carried 7-0.

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

Schubert moved to enter into open session, second by Greer. Motion carried 7-0. There were no additional motions.

ADJOURNMENT

The meeting adjourned at 7:01 PM.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

James L. Lowrance, Mayor

Shari L. Coughenour, CMC, City Clerk



COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET

September 26, 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:

15 years: Kevin Maring (Library) & Ramona Paris (Transit)

5 years: Jared Hoyt (Police Department)

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 September 12, 2016, special meeting minutes of September 13, 2016, September 15, 2016, and September 16, 2016.
2. Approve Bill List in the amount of \$1,340,104.47
3. Receipt of the August 2016 Building Report
4. Resolution 2016-181 Approving Renewal 28E Tobacco Agreement with State of Iowa.
5. Resolution 2016-182 Approving Street Financial Report for period ending June 30, 2016.
6. Resolution 2016-183 Approving Fiscal Year 2016 Interfund Transfers.
7. Renewal liquor licenses: Fiddle & Whistle Pub, Palm Beach Grill & Night Club, TC's, In & Out BP Travel Plaza, Haley's Deli, Casey's Store 1564, Casey's Store 1415, Casey's Store 3228.

(end of consent agenda items)

REPORT:

8. Alliant project update, Kenn Vinson.

MOTION:

9. Approve new liquor license, Hive Hospitality, LLC, aka Totem Bowl, Class C Liquor License.

RESOLUTIONS:

10. Resolution 2016-184 Approving Sewer Equipment Purchase Contract with TransIowa Equipment of Ankeny, Iowa, for an Environsight Sewer Rover and Camera System, \$204,338.12.
11. Resolution 2016-185 Approving 28E Agreement for Operation of a Municipal Band, through December 31, 2018.

Visit 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. Urban Renewal Area No. 3 – Hawkeye Subdivision
 - a) Resolution 2016-186 Authorizing Loan to Tax Increment Fund for Marshalltown Urban Renewal Area No. 3, to cover administrative expenses up to \$5,000
 - b) Resolution 2016-187 Setting date for public hearing on 2016 amendment to urban renewal plan for Marshalltown Urban Renewal Area No. 3, being October 10, 2016.
13. Urban Renewal Area No. 5 – Eagle View at Wandering Creek
 - a) **PUBLIC HEARING** on Development Agreement
 - b) Resolution 2016-188 Approving Development Agreement with Red Earth Real Estate Holdings including economic development payments in an amount not to exceed \$1,300,000.
14. Fire Truck
 - a) **PUBLIC HEARING** on loan for fire truck
 - b) Resolution 2016-189 approving loan agreement for fire truck
 - c) Resolution 2016-190 approving purchase of 2017 Pierce light-duty Rescue Vehicle through HGAC Government Purchasing Program.
15. Resolution 2016-191 Approving Employment Agreement with Jessica Kinser and Appointing Kinser as City Administrator.
16. Resolution 2016-192 Approving Transit Federal Aid Agreement, 2016-2017, 85% reimbursement for financing the purchase of one heavy duty bus, up to \$349,350.
17. Resolution 2016-193 Approving Change Order 1, quantity adjustment decrease of \$1,752.75, Construct, Inc., for the Craig Circle project 76016005
18. Resolution 2016-194 Approve Engineering Services Agreement with Fox Engineering Associates, Inc., for design services not to exceed \$58,000 for the 2016 Manhole & Joint Repair project 59016002.
19. Resolution 2016-195 Approving Certificate of Completion, final projects costs of \$239,054.50 with Construct, Inc., for the 2015 Columbus & Crestview project 76015002
20. 2016 PCC Patch Repair project 76016006, Denco Highway Construction Corporation
 - a) Resolution 2016-197 Change Order 1, increase of \$17,305.56, increase of sealer material.
 - b) Resolution 2016-198 Approve Certificate of Completion, final costs of \$150,505.56.
21. 2016 PCC Crack & Joint Seal project 76016008A, Brycon, LLC.
 - a) Resolution 2016-199 Change Order 1, increase of \$15,579.20, increase of material.
 - b) Resolution 2016-200 Approve Certificate of Completion, final costs of \$224,747.20.
22. Resolution 2016-201 Authorizing Acceptance of Grant Award Number 2016-09 from the Martha Ellen Tye Foundation, in the amount of \$25,000, to support the completion of a feasibility and assessment plan of the Veterans Memorial Coliseum.

ORDINANCES:

23. Ordinance Amending the Glenwood Place Planned Unit Development Located at 2907 S 6th Street, third reading.
24. Ordinance to Amend City Code Section 28-125 Rate Structure and Storm Water Rate, first reading. TABLED

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25. Ordinance Providing for the Division of Taxes Levied on Taxable Property in the Marshalltown Urban Renewal Area No. 5, Pursuant to Section 403.19 of the Code of Iowa, setting public hearing for October 10, 2016, second reading. (Eagle View at Wandering Creek project)

DISCUSSION:

1. Phone VoIP bid report

PUBLIC COMMENT:

CLOSED SESSION: union negotiation

26. Closed session pursuant to Section 20.17 subsection 3 of the Code of Iowa concerning strategy meetings of the public employer for collective bargaining purposes. The City of Marshalltown has an attorney-client relationship with Michael Galloway, Ahlers & Cooney, PC, pursuant to an engagement letter dated July 1, 2011.

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

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

ADJOURNMENT:

Visit 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.



COUNCIL PROCEEDINGS

September 12, 2016

The Marshalltown City Council met in regular session on September 12, 2016, at 5:30 PM, in the Council Chambers at City Hall. Mayor Lowrance called the meeting to order and led the Pledge of Allegiance. Present: Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin. Greer fully participated by speakerphone. Mayor Lowrance introduced Mark Stevens, serving as interim City Administrator, and congratulated Parks and Recreation Director Selness on the Monarchs and Milkweed project, as well as partnering with the Marshall County Conservation Board on that and other projects. Mayor Lowrance thanked the UAW Local 893 for their hospitality at the picnic. Schubert moved to approve the agenda, second by Wirin. Motion approved 7-0.

CONSENT AGENDA:

Gowdy moved to approve the Consent Agenda: Approve Council meeting Minutes of August 22, 2016, special meeting minutes of August 31, 2016, and September 1, 2016; Receipt of List of Purchases and Vertical Public Improvements between \$10,000 and \$35,000 approved by City Administrator: Water Pollution Control Plant Purchase Concrete Pavement Repair \$19,710, from Day Construction Services, paid by WPCP fund; Approve Bill List in the amount of \$1,293,601.86; Receipt of the July Building Report; Receipt of the Civil Service New Hire List, full time Transit Operator; Resolution 2016-179 Approving Settlement Agreement with the Iowa Economic Development Authority, Fisher Controls International, LLC, and the City of Marshalltown, relating to Enterprise Zone Program Tax Credits; Renewal liquor licenses: Zamora Fresh Market, Kwik Star #394, Aldi #43, Old Timers Tavern, Dave's; second by Martin. Consent agenda adopted 7-0.

REPORT

Members from the United Food & Commercial Workers International Union, Local 1149, presented a donation of \$2,000 for mosquito spraying.

Executive Director of the Main Street program, Jenny Etter, updated the council on activities and encouraged members of the public to participate in Art Walk, Sept 30 and the Treasure's Tour, Oct 1. The Holiday Stroll is scheduled for November 19.

MOTION:

Wirin moved to approve 5 day Class C liquor license, Olde Main Brewing Company, Sept 22.- @ Tallcorn, second by Greer. Motion carried 7-0.

Lamer moved to approve 5 day Class B Beer Sept 22 – for Oktoberfest, Oktoberfest Foundation, second by Martin. Motion carried 7-0.

Schubert moved to approve Class C Beer and Tobacco permit for GS Convenience & Petroleum, Inc., 229 N 13th St, second by Gowdy. Motion carried 7-0.

Wirin moved to approve Class C Liquor License, El Puente Mexican, 101 N Center Street, second by Martin. Motion carried 7-0.

Wirin moved to receive notice of ownership change of corporation holding a liquor license, ZAR Inc., Liquor and Grocery Depot, 114 N Center Street, second by Schubert. Motion carried 7-0.

Martin moved to authorize city staff to proceed with request for proposal for construction manager services relating to the Police and Fire Department building project, second by Lamer. Motion carried 7-0.

RESOLUTIONS:

Lamer moved to adopt the following resolutions relating to Land Acquisition, Police and Fire Department building project: Resolution 2016-166A Authorizing the Extension of Real Estate Purchase Option with the Marshalltown YMCA-YWCA, through 12/23/2016; Resolution 2016-166B Authorizing the Purchase of Property, from Marshalltown Columbus Hall, Inc., 201 W High Street, \$165,000; Resolution 2016-168 Authorizing Loan from the Water Pollution Control Fund to advance up to \$300,000 to the Police and Fire Building Fund to pay expenses of the police and fire building project; second by Schubert. Resolutions adopted 7-0.

COUNCIL PROCEEDINGS

September 12, 2016

Schubert moved to adopt Resolution 2016-169 Approving 28E/28D Agreement Renewal for Joint Exercise of Governmental Powers with the Mid-Iowa Drug Task Force, second by Wirin. Resolution adopted 7-0.

Wirin moved to adopt Resolution 2016-170 Authorizing Grant application related to the Swim, Bike, Hike for Community Art Program to the Wellmark Foundation, second by Gowdy. Resolution adopted 7-0.

Wirin moved to adopt Resolution 2016-171 Approving purchase of additional hardware and licensing for the Tyler Technologies software implementation project from BDH Technology, \$2,451.38, second by Lamer. Resolution adopted 7-0.

Gowdy moved to adopt Resolution 2016-172 Set Date for Hearing on General Obligation Fire Equipment Loan, being September 26, 2016, for the purpose of acquiring a light-rescue fire vehicle, with funds acquired from the Iowa Department of Public Safety Firefighting Equipment Revolving Loan Fund, in the amount of \$142,430, and to ratify Resolution 2016-132, second by Schubert. Resolution adopted 7-0.

Lamer moved to adopt Resolution 2016-173 Authorizing of Support and Acceptance of E911 Grant in the amount of \$62,823 to purchase 800 MHZ Radios, with a \$62,823 match from the State of Iowa E911 Commission, second by Wirin. Resolution adopted 7-0.

Wirin moved to adopt Resolution 2016-174 Appointing Assistant City Attorney Jeffrey Hazen, second by Lamer. Resolution adopted 7-0.

Gowdy moved to adopt the following resolutions relating to Urban Renewal Area No. 3 – Hawkeye Subdivision: Resolution 2016-175 Approving the Preliminary and Final Plat for the Hawkeye Subdivision, Marshalltown, Iowa; and Resolution 2016-180 Setting Date for Public Hearing on 2016 Urban Renewal Plan Amendment for Marshalltown Urban Renewal Area No. 3, for October 10, 2016; second by Greer. Resolutions adopted 7-0.

Greer moved to adopt the following resolutions relating to Urban Renewal Area No. 5 – Eagle View at Wandering Creek: Resolution 2016-176 Authorizing Loan to Tax Increment Fund for Marshalltown Urban Renewal Area No. 5, to cover administrative expenses up to \$5,000; and Resolution 2016-177 Setting Date for Public Hearing on a Development Agreement with Red Earth Real Estate Holdings including economic development payments in an amount not to exceed \$1,300,000, for September 26, 2016; second by Schubert. Resolutions adopted 7-0.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open regarding the declaration of necessity of establishing Marshalltown Urban Renewal Area and Plan, Marshalltown Urban Renewal Area No. 5. Tom Deimerly, Executive Director of MEDIC reviewed the proposed improvements. There were no public or written comments. Mayor Lowrance declared the public hearing closed.

Hoop moved to adopt Resolution 2016-178 to Declare Necessity and Establish an Urban Renewal Area. Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 5, second by Wirin. Resolution adopted 7-0.

ORDINANCES:

Gowdy moved to adopt the second reading of Ordinance Amending the Glenwood Place Planned Unit Development Located at 2907 S 6th Street, second by Greer. Second reading adopted 7-0.

Martin moved to table the first reading of Ordinance to Amend City Code Section 28-125 Rate Structure and Storm Water Rate, second by Wirin. Motion carried 5-2 with Greer and Hoop dissenting.

Wirin moved to adopt the first reading of Ordinance Providing for the Division of Taxes Levied on Taxable Property in the Marshalltown Urban Renewal Area No. 5, Pursuant to Section 403.19 of the Code of Iowa, setting public hearing for October 10, 2016, second by Hoop. Relating to Eagle View at Wandering Creek. First reading adopted 7-0.

COUNCIL PROCEEDINGS

September 12, 2016

DISCUSSION:

A request for proposal was prepared and distributed for a new phone system utilizing internet, bids are due September 23. The council will receive additional information after bids are reviewed. Funds are budgeted in the capital improvement plan.

Public Works Director Nickel updated the council on street projects.

PUBLIC COMMENT

A member of the public complained about the rental housing regulations.

ADJOURNMENT

The meeting adjourned at 7:12 PM.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

James L. Lowrance, Mayor

Shari L. Coughenour, CMC, City Clerk

Council Proceedings
Special Council Meeting
September 13, 2016

A Special meeting of the Marshalltown City Council was convened on September 13, 2016, at 9:00 AM, in the Council Chambers at City Hall, according to posted notices. Mayor Lowrance called the meeting to order. ROLL CALL: Present – Gowdy, Hoop, Lamer, Martin, Schubert, Wirin. Absent: Greer.

Wirin moved to go into closed session pursuant to Section 21.5, Subsection (1) Paragraph (i) OF THE CODE OF IOWA to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session, second by Lamer. 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. Motion carried 6-0.

At 10:35 AM, Lamer moved to enter into open session, second by Gowdy. Motion carried 6-0. Roll call: Present: Gowdy, Hoop, Lamer, Martin, Schubert, Wirin. Absent: Greer.

Meeting adjourned at 10:36 AM.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, City Clerk

Council Proceedings
Special Council Meeting
September 15, 2016

A Special meeting of the Marshalltown City Council was convened on September 15, 2016, at 9:01 AM, in the Council Chambers at City Hall, according to posted notices. Mayor Lowrance called the meeting to order. ROLL CALL: Present – Gowdy, Hoop, Lamer, Martin, Schubert, Wirin. Absent: Greer.

Gowdy moved to go into closed session pursuant to Section 21.5, Subsection (1) Paragraph (i) OF THE CODE OF IOWA to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session, second by Lamer. 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. Motion carried 6-0.

At 10:35 AM, Lamer left the closed session.

At 11:09 AM, Schubert moved to enter into open session, second by Gowdy. Motion carried 5-0. Roll call: Present: Gowdy, Hoop, Martin, Schubert, Wirin. Absent: Greer, Lamer.

Meeting adjourned at 11:09 AM.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, City Clerk

Council Proceedings
Special Council Meeting
September 16, 2016

A Special meeting of the Marshalltown City Council was convened on September 16, 2016, at 1:30 pm, in the Council Chambers at City Hall, according to posted notices. Mayor Lowrance called the meeting to order. ROLL CALL: Present – Gowdy, Greer, Lamer, Martin, Schubert, Wirin. Absent: Hoop.

Schubert moved to go into closed session pursuant to Section 21.5, Subsection (1) Paragraph (i) OF THE CODE OF IOWA to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session, second by Greer. 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. Motion carried 6-0.

At 2:44 pm, Schubert left the closed session.

At 2:44 pm, Greer moved to enter into open session, second by Lamer. Motion carried 5-0. Roll call: Present: Gowdy, Greer, Lamer, Martin, Schubert, Wirin. Absent: Hoop, Schubert

Greer moved to extend offer to City Administrator candidate #3, second by Wirin. Motion carried 5-0.

Meeting adjourned at 2:50 pm.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, City Clerk

the City of
Marshalltown

[illegible]

Building Division Improvement Value & Fee Summary - Aug. 2016

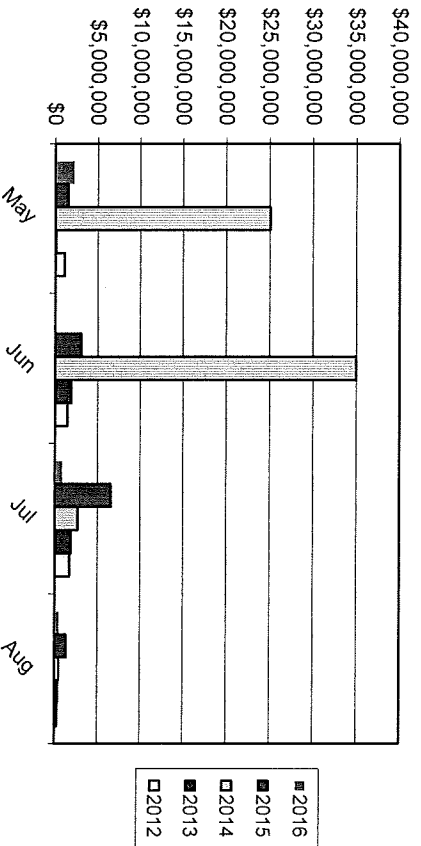
Total Improvement Value Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2016	\$479,000	\$1,034,000	\$2,977,000	\$1,699,000	\$2,257,000	\$113,000	\$945,000	\$555,000					\$10,059,000
2015	\$0	\$57,000	\$941,000	\$3,671,000	\$1,516,000	\$3,067,000	\$6,572,000	\$1,391,000					\$17,215,000
2014	\$311,000	\$206,000	\$4,457,000	\$4,101,000	\$25,076,000	\$35,000,000	\$2,712,000	\$470,000					\$72,333,000
2013	\$1,470,000	\$101,000	\$953,000	\$2,413,000	\$91,000	\$1,952,000	\$1,922,000	\$373,000					\$9,275,000
2012	\$489,000	\$449,000	\$178,000	\$292,000	\$1,105,000	\$1,500,000	\$1,732,000	\$316,000					\$6,061,000

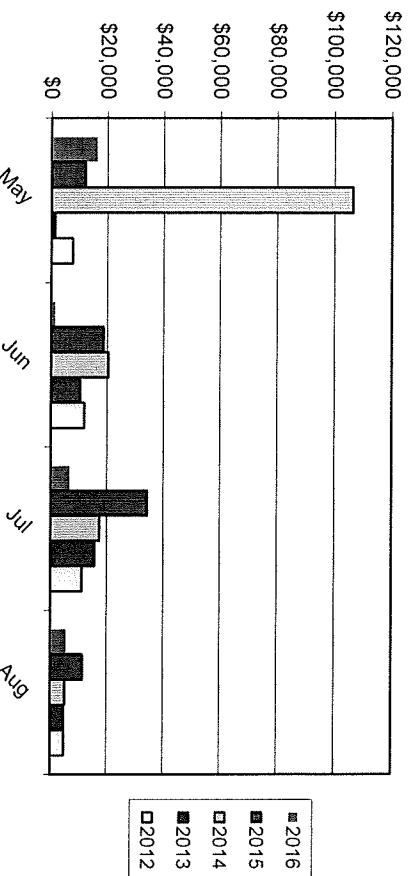
Total Fees Received Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2016	\$3,860	\$7,490	\$18,014	\$12,229	\$16,500	\$1,553	\$6,946	\$5,912					\$72,504
2015	\$0	\$762	\$8,610	\$24,464	\$12,214	\$18,787	\$34,441	\$11,625					\$110,903
2014	\$2,414	\$1,980	\$21,811	\$22,054	\$106,382	\$20,451	\$17,496	\$5,278					\$197,866
2013	\$9,824	\$1,416	\$7,030	\$15,486	\$1,408	\$10,443	\$15,753	\$4,939					\$66,299
2012	\$4,789	\$4,470	\$2,640	\$4,259	\$7,811	\$12,060	\$11,267	\$4,962					\$52,258

Total Improvement Value Comparison



Total Fees Received Comparison



RESOLUTION APPROVING A CONTRACT
FOR TOBACCO ENFORCEMENT SERVICES

BETWEEN

THE CITY OF MARSHALLTOWN, IOWA,

AND

THE IOWA ALCOHOLIC BEVERAGES DIVISION, STATE OF IOWA,
CREATED PURSUANT TO CHAPTER 28E.12 OF THE IOWA CODE

WHEREAS the City of Marshalltown, Iowa, has negotiated a Contract for Tobacco Enforcement Services pursuant to Chapter 28E of the Iowa Code, with the Iowa Alcoholic Beverages Division, State of Iowa; and

WHEREAS the City Council of Marshalltown finds that this Contract for Services is in the best interest of the City.

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

Section 1. That the attached Contract for Services is hereby approved in all respects and particulars.

Section 2. The Contract for Services shall begin on July 1, 2016, and continue through June 30, 2017, and remain in effect until the Contract is terminated by either party by written notice at least 30 days prior to the date of cancellation.

Section 3. That the Mayor and City Clerk are hereby authorized and directed to execute said Contract for Services on behalf of the City of Marshalltown, and the City Clerk is authorized and directed to file this Contract for Services with the Secretary of State, as required by law.

Passed this 26th day of September, 2016, and signed this _____ day of September, 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



POLICE DEPARTMENT

James L. Lowrance, Mayor
Randy A. Wetmore, City Administrator
Michael W. Tupper, Chief of Police
22 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5725
Fax - (641) 752-1211

TO: Mayor James L. Lowrance
Members of the City Council
Mark Stevens, City Administrator

FROM: Michael W. Tupper
Chief of Police

DATE: September 16, 2016

RE: 28E Agreement with Iowa ABD for Tobacco, Alternative Nicotine & Vapor Product Enforcement
FY 2016-2017

Policy Issue: City policy requires governing body approval of agreements and contracts.

Recommendation: Staff recommends that the City Council approve the FY 2016-2017 28E Agreement with the Iowa Alcoholic Beverages Division (ABD) for the enforcement of Iowa's tobacco, alternative nicotine and vapor product laws. Staff also recommends that the City Council authorize the Chief of Police to sign this agreement.

Background: The City of Marshalltown and the Marshalltown Police Department have a long standing relationship with the Iowa ABD for the enforcement of tobacco laws and public education connected to tobacco regulations in Iowa. Historically, the police department has partnered with Iowa ABD to conduct tobacco compliance checks at all licensed tobacco retail outlets in the city limits of Marshalltown. The attached agreement would require that the police department conduct compliance checks on all Marshalltown tobacco retailers before December 15, 2016. Non-compliant establishments would need to be re-checked before March 15, 2017. The Iowa ABD will pay the police department \$75.00 per reported compliance check. The police department believes this is an important public health and public policy initiative. Staff recommends approval of this agreement.

Budget Impact: Not Applicable

Attachment: 28E Agreement with Iowa ABD for Tobacco, Alternative Nicotine & Vapor Product Enforcement for FY 2016-2017

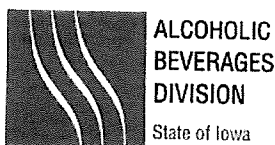
Marshalltown



CITY COUNCIL

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

2012



Terry E. Branstad *Governor of Iowa*
Kim Reynolds *Lieutenant Governor*
Stephen Larson *Administrator ABD*

September 7, 2016

Dear I-PLEDGE Partner,

The Iowa Alcoholic Beverages Division (ABD) invites your department to participate in the **I-PLEDGE** program for fiscal year 2017 (July 1, 2016 – June 30, 2017). The benefit of a partnership between ABD and law enforcement agencies is evidenced by the **91%** statewide compliance rate obtained by tobacco retailers in FY2016.

In order to be an **I-PLEDGE** partner in fiscal year 2017, you must sign and return the enclosed **28E Agreement**. After reviewing the agreement and verifying the contact information for your department, please sign the agreement with a witness on the last page and return it in the self-addressed envelope provided. A copy of the executed agreement will be returned to your office.

It is important to remember that ABD is required to conduct **one (1) compliance check** of each tobacco, alternative nicotine and vapor product retailer during FY2017, **with a repeat check of any business that fails the first compliance check**. Section 5.1.2 of the 28E Agreement details the dates by which compliance checks need to be performed.

Keep in mind that alternative nicotine and vapor products are age-restricted according to Iowa Code § 453A.2, and therefore included as part of the I-PLEDGE program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products. Details and examples of these age-restricted products will be included in the enforcement handbook.

The necessary materials to carry out the agreement will be sent to the contact person specified in Section 13.10 of the 28E Agreement. In the meantime, contact Investigator Bill Missman at 515.314.3654 or myself at 515.281.7434, with questions regarding the enclosed agreement. If you prefer, you may also email iapledge@iowaabd.com.

Sincerely,

Jessica Ekman
Tobacco Program Coordinator

**28E AGREEMENT FOR
TOBACCO, ALTERNATIVE NICOTINE AND
VAPOR PRODUCT ENFORCEMENT**

SCHEDULE 1

THIS AGREEMENT is made and entered into on this ____ day of _____, 2016 by and between the Iowa Alcoholic Beverages Division ("ABD"), and the Marshalltown Police Department (The "Department"). The parties agree as follows:

SECTION 1. IDENTITY OF THE PARTIES.

1.1 Iowa ABD. The ABD is authorized pursuant to Iowa Code Chapter 142A and a Memorandum of Understanding with the Iowa Department of Public Health to provide enforcement for Iowa's tobacco, alternative nicotine and vapor product laws. The ABD's address is: 1918 SE Hulsizer Road, Ankeny, Iowa 50021.

1.2 Department. The Department operates a duly recognized Iowa law enforcement agency. The Department's address is:

Marshalltown Police Department
22 N. Center Street, Marshalltown, Iowa 50158

SECTION 2. PURPOSE. The parties have entered into this Agreement for the purpose of providing and funding tobacco, alternative nicotine and vapor product enforcement activities in compliance with Iowa Code § 453A.2.

SECTION 3. TERM. The term of the Agreement shall be from the aforementioned date through June 30, 2017, unless earlier terminated in accordance with the terms of the Agreement.

SECTION 4. FILING. Pursuant to Iowa Code § 28E.8, the ABD shall electronically file the Agreement with the Iowa Secretary of State, after the parties have executed the agreement.

SECTION 5. RESPONSIBILITIES OF THE PARTIES.

5.1 Responsibilities of the Department.

5.1.1 Local Tobacco, Alternative Nicotine and Vapor Product Enforcement. The Department shall provide tobacco, alternative nicotine and vapor product enforcement of Iowa Code Chapter 453A.

5.1.2 Compliance Checks. "Compliance checks" mean activity to enforce Iowa Code § 453A.2 within the jurisdiction of the Department. Compliance checks also may include enforcement of § 453A.2 within additional jurisdictions upon agreement of the Parties. ABD shall make available to the Department the location of each

tobacco, alternative nicotine and vapor product permit holder subject to a compliance check by the Department at <https://tobacco.iowaabd.com/>.

The Department shall perform one (1) compliance check of each tobacco, alternative nicotine and vapor product permit holder within the jurisdiction of the Department during the term of the Agreement. Please note that alternative nicotine and vapor products are age-restricted pursuant to Iowa Code § 453A.2, and are therefore included in the I-PLEDGE program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products.

The Department shall not begin to conduct any retailer compliance checks until October 1, 2016.

The compliance check shall be completed and submitted for reimbursement to ABD by **December 15, 2016**. The Department should try to complete a compliance check of all seasonal businesses such as golf courses, marinas and bait shops before the businesses close for the 2016 business year, but not before October 1, 2016.

The Department shall conduct a second compliance check on any retailer that is found to be non-compliant during the first inspection. The second compliance check on the non-compliant retailer shall be completed and entered no later than **March 15, 2017**.

Clerks that fail compliance checks shall be ticketed criminally.

The Department shall, within seven (7) business days, notify the retail owner or manager of any violation. Within seventy-two (72) hours of the Department issuing a citation for a violation of Iowa Code § 453A.2(1) to a permit-holder or employee of a permit-holder, the Department must notify the local permit-issuing authority that issued the tobacco, alternative nicotine and vapor product permit to the retailer where the offense was committed.

If the Department fails to complete and submit reimbursement for compliance checks to ABD by **December 15, 2016**, ABD will consult with the Department to establish a plan for completing the remaining compliance checks. In the event that the Department fails to execute the agreed upon plan, the Department agrees that ABD may authorize the Iowa State Patrol or other law enforcement agency to conduct any remaining compliance checks.

- 5.1.3 Youth Volunteers.** Utilization of youth volunteers is strongly encouraged where feasible. The Department may compensate the youth involved in the compliance checks in a manner consistent with Section 6. Keep in mind that the federal government (SYNAR) **will not allow minors under the age of sixteen (16)** to be used to conduct compliance checks. Please ensure that the officers assigned to conduct the compliance checks do not work with a youth younger than age 16.

5.1.4 Routine Enforcement. In addition to conducting compliance checks, the Department agrees to regularly enforce youth tobacco, alternative nicotine and vapor product laws by ticketing youth offenders.

5.1.5 Civil Proceedings. The Department shall cooperate with city, county and state prosecutors if civil permit proceedings are initiated against a tobacco, alternative nicotine and vapor product permit holder. The Department shall also cooperate in proceedings against cited clerks and minors. Cooperation shall include, but not be limited to, sharing investigative reports and copies of issued citations, as well as providing witness statements and testimony.

5.1.6 Compliance Reports. The Department shall provide monthly reports to the ABD in the manner prescribed by the ABD.

5.1.7 Miscellaneous. The Department shall be responsible for the day-to-day administration of its tobacco, alternative nicotine and vapor product enforcement activities. The Department shall provide all office space, equipment and personnel necessary to conduct tobacco, alternative nicotine and vapor product enforcement activities under the Agreement. The Department is solely responsible for the selection, hiring, disciplining, firing and compensation of its officers.

5.2 Responsibilities of the ABD.

5.2.1 Enforcement Guidance. The ABD shall provide guidance on tobacco, alternative nicotine and vapor product enforcement to the Department, if needed, and cooperate with the Department in the performance of the Agreement.

5.2.4 Payment. The ABD shall pay the Department in the manner described in Section 6.

5.2.5 Cooperation. If ABD believes that any officer of the Department fails to perform duties in a manner that is consistent with the Agreement, the ABD shall notify the Department. The Department shall then take such action as necessary to investigate and, if appropriate, discipline or reassign the officer away from tobacco, alternative nicotine and vapor product enforcement activities. The ABD shall have no authority to discipline or reassign an officer, except that the ABD shall have the authority to stipulate that a particular officer not be assigned to provide services under the Agreement.

5.2.6 Insurance, Benefits and Compensation. The ABD shall not provide for, nor pay, any employment costs of the Department's officers including, but not limited to, worker's compensation, unemployment insurance, health insurance, life insurance and any other benefits or compensation, nor make any payroll payments with respect to the Department's officers. The ABD shall have no liability whatsoever for all such employment costs or other expenses relating to, or for the benefit of, the Department's officers.

SECTION 6. PAYMENT TO DEPARTMENT.

- 6.1 Method of Payment.** In consideration for providing the services required by the Agreement, the Department shall be paid on a flat fee basis of seventy-five dollars (\$75) per reported compliance check. The flat fee payment for each compliance check constitutes the full and exclusive remuneration for the compliance checks. For example, compensation of youth participants is the sole responsibility of the Department and is to be paid from the flat fee payment.
- 6.2 Eligible Claims.** Compliance checks that are conducted on or after **October 1, 2016** are eligible for payment provided that the results are reported in accordance with Section 5. Any compliance checks that were funded by a non-departmental entity are not eligible for payment.
- 6.3 Allocations.** The costs of the services referred to in Section 6.1 shall be allocated as follows:
- 6.3.1 Sole Activity.** Money paid to the Department, pursuant to the Agreement, shall be used to fund overtime of full- or part-time peace officer positions solely for tobacco, alternative nicotine and vapor product enforcement activities described in the Agreement. Money also shall be used for compensation, if any, of youth participants. In addition, the Department may use money paid pursuant to the Agreement for reasonable Department expenditures, including, but not limited to, officer training and equipment, provided that such expenditures do not impair the Department's ability to perform tobacco, alternative nicotine and vapor product enforcement activities.
- 6.3.2 Payment in Arrears.** The ABD may pay all approved invoices in arrears and in conformance with Iowa Code § 8A.514. The ABD, consistent with Iowa Code § 8A.514, may pay in less than the specified time period. Payment by the ABD in fewer than sixty (60) days, however, does not constitute an implied waiver of that Code section.

SECTION 7. ADMINISTRATION OF AGREEMENT. The ABD and the Department shall jointly administer the Agreement.

SECTION 8. NO SEPARATE ADMINISTRATIVE ENTITY. No new or separate legal or administrative entity is created by the Agreement.

SECTION 9. NO PROPERTY ACQUIRED. The ABD and the Department, in connection with the performance of the Agreement, shall acquire no real or personal property.

SECTION 10. TERMINATION.

10.1 Termination For Convenience. Following thirty (30) days written notice, either party may terminate the Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination for convenience, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under the Agreement to the terminating party up to and including the date of termination.

10.2 Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for any party to declare another party in default of its obligations under the Agreement:

10.2.1 Failure to observe and perform any covenant, condition or obligation created by the Agreement;

10.2.2 Failure to make substantial and timely progress toward performance of the Agreement;

10.2.3 Failure of the party's work product and services to conform with any specifications noted herein;

10.2.4 Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right.

10.3 Notice of Default. If there occurs a default event under Section 10.2, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:

10.3.1 Immediately terminate the Agreement without additional written notice; or,

10.3.2 Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

SECTION 11. INDEMNIFICATION.

11.1 By ABD. Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, ABD agrees to defend and indemnify the Department and hold it harmless against any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorney's fees of counsel required to defend the Department,

related to or arising out of ABD's negligent or wrongful acts or omissions in the performance of the Agreement.

- 11.2 **By the Department.** Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 670, the Department agrees to defend and indemnify and hold the State of Iowa and ABD harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable governmental attorney's fees and the costs and expenses of attorney fees of other counsel required to defend the ABD, related to or arising from any negligent or wrongful acts or omissions of the Department in the performance of this Agreement.

SECTION 12. CONTACT PERSON.

- 12.1 **Contact Person.** At the time of execution of the Agreement, each party shall designate, in writing, a Contact Person to serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of the Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement.

SECTION 13. CONTRACT ADMINISTRATION.

- 13.1 **Amendments.** The Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to the Agreement must be fully executed by the parties.
- 13.2 **Third Party Beneficiaries.** There are no third party beneficiaries to the Agreement. The Agreement is intended only to benefit ABD and the Department.
- 13.3 **Choice of Law and Forum.** The terms and provisions of the Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with the Agreement shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the State of Iowa, ABD or the Department.
- 13.4 **Assignment and Delegation.** The Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.
- 13.5 **Integration.** The Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in the Agreement.
- 13.6 **Headings or Captions.** The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.

- 13.7 Not a Joint Venture.** Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, association of any kind or agent and principal relationship between the parties. Each party shall be deemed an independent contractor acting toward the expected mutual benefits. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party to the Agreement.
- 13.8 Supersedes Former Agreements.** The Agreement supersedes all prior Agreements between ABD and the Department for the services provided in connection with the Agreement.
- 13.9 Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of ABD and the Department, failure by any party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.
- 13.10 Notices.** Notices under the Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice here under. This person shall be the Contact Person. The effective date for any notice under the Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS. Failure to accept "receipt" shall constitute delivery.

If to ABD:

Jessica Ekman
Tobacco Program Coordinator
Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road
Ankeny, Iowa 50021
515-281-7434
Email: Ekman@IowaABD.com

If to Department:

Chief Michael Tupper
Marshalltown Police Department
22 N. Center Street
Marshalltown, Iowa 50158
Email:

- 13.11 Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed

any party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way un-remedied, unsatisfied or un-discharged.

- 13.12 **Severability.** If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.
- 13.13 **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Agreement.
- 13.14 **Authorization.** Each party to the Agreement represents and warrants to the other that:
- 13.14.1 It has the right, power and authority to enter into and perform its obligations under the Agreement.
- 13.14.2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Agreement, and the Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 13.15 **Successors in Interest.** All the terms, provisions and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 13.16 **Record Retention and Access.** The Department shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to ABD throughout the term of the Agreement for a period of at least three (3) years following the date of final payment or completion of any required audit, whichever is later. The Department shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Department relating to orders, invoices, or payments or any other documentation or materials pertaining to the Agreement. The Department shall not impose a charge for audit or examination of the books and records.
- 13.17 **Additional Provisions.** The parties agree that any Addendum, Rider or Exhibit, attached hereto by the parties, shall be deemed incorporated herein by reference.
- 13.18 **Further Assurances and Corrective Instruments.** The parties agree that they shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Agreement.

SECTION 14. EXECUTION.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

By Alcoholic Beverages Division

Stephen Larson, Administrator

Date

By Law Enforcement Agency

Department Official

Date

Department Witness

Date



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

FINANCE DEPARTMENT

September 19, 2016

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

From: Diana Steiner, Finance Director

A handwritten signature in blue ink, likely belonging to Diana Steiner, is placed next to the "From:" line.

Re: Street Financial Report (SFR) to Iowa Department of Transportation (DOT)

Policy Issue: Iowa Code section 312.14 requires all cities to submit the SFR to the Iowa DOT by September 30 of each year.

Recommendation: The SFR annual report has been prepared by the Finance staff and City Council approval is required. The report is filed electronically.

Background: This report outlines all activity as reported in the Road Use Tax (RUT) fund and also shows other activity associated with streets including debt payments, capital projects and street-related equipment purchases. On page 2 of this report, it shows the city received \$3,404,856 for RUT in fiscal year 2016 (\$3.3 million was budgeted). Expenses from RUT were \$2,417,723. Since there was a beginning balance of \$2,360,098, this leaves an ending balance at June 30, 2016 of \$3,347,231. Other funding for streets is also shown on this report, which includes property tax, special assessments, bond proceeds, and miscellaneous revenues. The detail for the miscellaneous revenue is on page 3. Page 4 reflects the principal and interest payments on bonds related to street improvements. Page 5 indicates the projects completed during the fiscal year with costs greater than \$44,100. Column 2 is the Engineer's estimate of the General Contractor's costs before bidding. Column 7 shows the General Contractor's original contract price and column 8 reflects any change orders. On page 6, the first five pieces of equipment listed were purchased during FY16.

Budget Impact: If the report is not submitted by the due date, the state can withhold RUT payments to the city.

Attachment: Resolution and report.

cc: Mark Stevens, Interim City Administrator

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





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Office of Local Systems
Ames, IA 50010

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Cover Sheet

Now therefore let it be resolved that the city council MARSHALLTOWN, Iowa
(City Name)

On 09/26/2016 did hereby approve and adopt the annual
(month/day/year)

City Street Financial Report from July 1, 2015 to June 30, 2016
(Year) (Year)

Contact Information

Name	E-mail Address	Street Address	city	ZIP Code
Diana Steiner	dsteiner@ci.marshalltown.ia.us	24 N Center St	Marshalltown	50158-4911
Hours	Phone	Extension	Phone(Alternative)	
8:30 am - 5 pm	641-754-5760		641-754-5702	

Preparer Information

Name	E-mail Address	Phone	Extension
Diana Steiner	dsteiner@ci.marshalltown.ia.us	641-754-5760	

Mayor Information

Name	E-mail Address	Street Address	city	ZIP Code
James L. Lowrance	jlowrance@ci.marshalltown.ia.us	24 N Center St	Marshalltown	50158-4911
Phone	Extension			
641-754-5700				

Resolution Number _____

James L Lowrance
Signature Mayor

Shari Coughenour
Signature City Clerk



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Summary Statement Sheet

Column 1 Column 2 Column 3 Column 4
Road use Other Steeet Street Debt Totals
Tax Fund Monies

Round Figures to Nearest Dollars

A. BEGINNING BALANCE				
1. July 1 Balance	\$2,360,098	\$2,151,807	\$0	\$4,511,905
2. Adjustments (Note on Explanation Sheet)	\$0	\$0	\$0	\$0
3. Adjusted Balance	\$2,360,098	\$2,151,807	\$0	\$4,511,905
B. REVENUES				
1. Road Use Tax	\$3,404,856			\$3,404,856
2. Property Taxes		\$507,810	\$1,568,091	\$2,075,901
3. Special Assessments		\$12,999	\$0	\$12,999
4. Miscellaneous		\$1,902,632	\$608,332	\$2,510,964
5. Proceeds from Bonds, Notes, and Loans		\$1,500,000	\$0	\$1,500,000
6. Interest Earned		\$12,057	\$0	\$12,057
7. Total Revenues (Lines B1 thru B6)	\$3,404,856	\$3,935,498	\$2,176,423	\$9,516,777
C. Total Funds Available (Line A3 + Line B7)				
	\$5,764,954	\$6,087,305	\$2,176,423	\$14,028,682

Column 1 Column 2 Column 3 Column 4
Road use Other Steeet Street Debt Totals
Tax Fund Monies

Round Figures to Nearest Dollars

EXPENSES				
D. Maintenance				
1. RoadWay Maintenance	\$844,135	\$2,498,834	\$0	\$3,342,969
2. Snow and Ice Removal	\$222,071	\$27,681	\$0	\$249,752
E. Construction, Reconstruction and Improvements				
1. Engineering	\$114,809	\$318,744	\$0	\$433,553
2. Right of Way Purchased	\$0	\$4,911	\$0	\$4,911
3. Street/Bridge Construction	\$80,602	\$412,937	\$0	\$493,539
4. Traffic Services	\$350,690	\$61,420	\$0	\$412,110
F. Administration	\$191,918	\$30,513	\$0	\$222,431
G. Equipment	\$613,498	\$0	\$0	\$613,498
H. Miscellaneous				
		\$0	\$0	\$0
J. street Debt				
1. Bonds, Notes and Loans -Principal Paid	\$0	\$0	\$1,853,430	\$1,853,430
2. Bonds, Notes and Loans - Interest Paid	\$0	\$0	\$322,993	\$322,993
TOTALS				
K. Total Expenses (Lines D thru J)	\$2,417,723	\$3,355,040	\$2,176,423	\$7,949,186
L. Ending Balance (Line C-K)	\$3,347,231	\$2,732,265	\$0	\$6,079,496
M. Total Funds Accounted For (K + L = C)	\$5,764,954	\$6,087,305	\$2,176,423	\$14,028,682



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Miscellaneous Revenues and Expenses Sheet

Code Number and Itemization of Miscellaneous Revenues (Line B4 on the Summary Statement Sheet)(See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
112---Utility Revenue	\$921,315.00	\$0.00
124---Iowa DOT	\$40,907.00	\$0.00
174---Sales Tax / Local Option	\$415,303.00	\$0.00
170---Reimbursements (misc.)	\$446,631.00	\$0.00
191---Licenses and Permits	\$3,129.00	\$0.00
193---Fines & Fees	\$1,579.00	\$0.00
195---Tax Increment Financing (TIF)	\$0.00	\$608,332.00
190---Other Miscellaneous	\$73,768.00	\$0.00
Line B4 Totals	\$1,902,632.00	\$608,332.00

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

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Bonds, Notes and Loans Sheet

New Bond ?	Debt Type	Debt Purpose	DOT Use Only	Issue Date	Issue Amount	% Related to Street	Year Due	Principal Balance as of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance as of 6/30
☐	General Obligation	Street Improvements	101	05/28/2009	\$2,881,550	100	2018	\$810,950	\$275,806	\$22,649	\$275,806	\$22,649	\$535,144
☐	General Obligation	Street Improvements	103	04/01/2008	\$4,135,400	100	2017	\$1,035,000	\$529,000	\$36,225	\$529,000	\$36,225	\$506,000
☐	General Obligation	Street Improvements	105	04/01/2011	\$1,524,000	100	2026	\$315,000	\$315,000	\$5,512	\$315,000	\$5,512	\$0
☐	General Obligation	Street Improvements	106	10/26/2011	\$2,380,000	100	2027	\$1,970,000	\$140,000	\$41,317	\$140,000	\$41,317	\$1,830,000
☐	General Obligation	Street Improvements	107	04/12/2012	\$5,000,000	100	2027	\$4,650,000	\$175,000	\$83,687	\$175,000	\$83,687	\$4,475,000
☐	General Obligation	Street Improvements	108	03/12/2013	\$5,000,000	100	2022	\$4,828,568	\$63,568	\$76,923	\$63,568	\$76,923	\$4,765,000
☐	General Obligation	Street Improvements	109	12/30/2014	\$2,000,000	100	2023	\$1,874,157	\$355,056	\$38,764	\$355,056	\$38,764	\$1,519,101
☒	General Obligation	Street Improvements	110	11/24/2015	\$1,500,000	100	2024	\$1,500,000	\$0	\$17,916	\$0	\$17,916	\$1,500,000
New Bond Totals					\$1,500,000	\$1,500,000	Totals	\$16,983,675	\$1,853,430	\$322,993	\$1,853,430	\$322,993	\$15,130,245

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Project Final Costs Sheet

For construction, reconstruction, and improvement projects with costs equal to or greater than 90% of the bid threshold in effect as the beginning of the fiscal year.

Check here if there are no entities for this year ☐

Project Final Costs Sheet (Section A)

1. Project Number	2. Estimated Cost	3. Project Type	4. Public Letting?	5. Location/Project Description (limits, length, size of structure)
76015011	\$138,921	RDWY	Yes	S. 18th Ave. Improvements
76015002	\$236,815	SURF	Yes	Columbus Drive & Crestview Drive
66013014	\$1,171,615	RDWY	Yes	E. Nevada Street east of 18th Ave.
76011013	\$1,509,999	SURF	Yes	W. Main / 13th St. Tie Rmvl
76012020	\$3,875,975	SURF	Yes	2013 Mill & Overlay Project
76015007	\$120,060	MISC	Yes	2015 Sidewalk Repair Projects
76015004	\$579,856	SURF	Yes	2015 Mill & Overlay
76015013	\$178,992	RDWY	Yes	S. 7th Ave. & Henry Drive

Project Final Costs Sheet (Section B)

1. Project Number	6. Contractor Name	7. Contract Price	8. Additions/ Deductions	9. Labor	10. Equipment	11. Materials	12. Overhead	13. Total
76015011	Boulder Contracting	\$148,884	-\$2,175	\$274	\$0	\$0	\$0	\$146,983
76015002	Con-Struct Inc.	\$231,663	\$7,392	\$5,207	\$0	\$0	\$0	\$244,262
66013014	Blommers Construction	\$1,078,919	-\$1,672	\$3,947	\$0	\$0	\$0	\$1,081,194
76011013	Cessford Construction	\$1,404,106	-\$72,445	\$35,444	\$0	\$0	\$0	\$1,367,105
76012020	Cessford Construction	\$3,690,668	-\$130,981	\$28,067	\$0	\$0	\$0	\$3,587,754
76015007	Brycon Corporation	\$87,839	-\$259	\$7,369	\$0	\$0	\$0	\$94,949
76015004	Cessford Construction	\$530,712	-\$34,277	\$19,756	\$0	\$0	\$0	\$516,191
76015013	Con-Struct Inc.	\$58,100	\$1,810	\$561	\$0	\$0	\$0	\$60,471



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Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
6991	2015	Tiger Bengal Extendable Boom Mower - Side Mount	\$28,500	\$0		\$0		No	NEW
6997	2016	International 7300 SFA4X2 Dump Truck	\$129,866	\$0		\$0		No	NEW
7008	2015	Street Sweeper	\$160,720	\$0		\$0		No	NEW
7009	2015	Case End Loader Model 721F	\$164,426	\$0		\$0		No	NEW
7010	2016	International 7400 Dump Truck with Plow Attachments	\$132,166	\$0		\$0		No	NEW
5260	1986	Wisconsin Tagalong Trailer	\$14,923	\$0		\$0		No	NOCH
5204	1987	Dresser 515B Endloader	\$81,133	\$0		\$0		No	NOCH
5126	1995	Chevy S-10 Pickup #53627	\$11,092	\$0		\$0		No	NOCH
6212	1987	Chev Basket Truck #110497	\$69,842	\$0		\$0		No	NOCH
4991	2011	O'Halloran Dump truck & plow #33339	\$30,646	\$0		\$0		No	NOCH
4989	1994	Gaillion Motor Grader #200888	\$94,975	\$0		\$0		No	NOCH
4988	1991	Ford 3/4 Ton 4x4 Pickup #B00649	\$13,743	\$0		\$0		No	NOCH
4510	1997	Chev Truck w/Plow #106206	\$62,285	\$0		\$0		No	NOCH
4489	1998	Road LaserPaint Line Striper BA207	\$35,660	\$0		\$0		No	NOCH
4358	1984	Ford 2 1/2 Ton Dump Truck #07011	\$7,000	\$0		\$0		No	NOCH
3234	1998	Chev Truck w/Plow #109893	\$92,586	\$0		\$0		No	NOCH
4235	1999	Chev Dump Truck #100422	\$75,959	\$0		\$0		No	NOCH
3889	1990	Compost Read Screen All (Sifter) #1134	\$49,000	\$0		\$0		No	NOCH
3360	1999	Chev Dump Truck #105864	\$73,008	\$0		\$0		No	NOCH



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Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
3770	1999	Chev Dump Truck #105957	\$75,213	\$0		\$0		No	NOCH
6666	1990	JF Disc Mower #1902	\$5,600	\$0		\$0		No	NOCH
3351	2004	NewHolland Skid loader/trencher	\$45,980	\$0		\$0		No	NOCH
2774	2000	Chev 1 Ton Pickup #452706	\$29,566	\$0		\$0		No	NOCH
3354	2000	Gallion Motor Grader #404671	\$105,591	\$0		\$0		No	TRAD
3345	1990	CAT 9386 Wheel Endloader #05926	\$120,160	\$0		\$0		No	NOCH
3344	2000	Chev 4x4 Pickup #179194	\$20,630	\$0		\$0		No	NOCH
3334	2000	Chevy 1/2 Ton Pickup #07041	\$16,194	\$0		\$0		No	NOCH
5430	2000	Chev Dump Truck #525874	\$73,177	\$0		\$0		No	NOCH
3324	1999	Ford 1 Ton F350 Truck #63282	\$18,941	\$0		\$0		No	NOCH
3319	2001	Johnston Street Sweeper #172051	\$110,969	\$0		\$0		No	NOCH
3316	2002	Chev Dump Truck #500826	\$77,608	\$0		\$0		No	NOCH
3305	2002	Chev Dump Truck #501009	\$77,608	\$0		\$0		No	NOCH
3298	2003	Chev 1/2 Ton Pickup #287190	\$19,835	\$0		\$0		No	NOCH
3278	2003	International Dump Truck #069944	\$71,823	\$0		\$0		No	NOCH
3277	1994	Ford LTA 9000 Heavy Truck #37705	\$15,000	\$0		\$0		No	NOCH
3274	2007	Dura Patcher #14108	\$54,500	\$0		\$0		No	NOCH
3267	2008	Medium duty truck & snow equip MDL L7500	\$80,664	\$0		\$0		No	NOCH
3259	2008	Kubota Utility Tractor #52600	\$24,950	\$0		\$0		No	NOCH
3257	2008	GPS System Trimble R8 (design survey equip)	\$24,878	\$0		\$0		No	NOCH



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Office of Local Systems
Ames, IA 50010

City Name
MARSHALLTOWN
City Number
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Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
3253	2010	DuraPatch 6000 gallon oil tank	\$47,585	\$0		\$0		No	NOCH
6225	2012	Falcon 4 ton hot patcher	\$34,622	\$0		\$0		No	NOCH
6255	2011	Elgin Pelican Sweeper	\$163,594	\$0		\$0		No	NOCH
6264	2011	Snogo MP-3D snow blower	\$139,938	\$0		\$0		No	NOCH
6265	2013	International 7300 SFA 4x2 dump truck	\$114,616	\$0		\$0		No	NOCH
6256	2012	Ford Expedition 4 x 4	\$32,316	\$0		\$0		No	NOCH
6263	2000	Chevy dump truck & snow equip #25692	\$73,177	\$0		\$0		No	NOCH
6417	2000	Ford F450 Aerial Ladder truck (utility)	\$43,335	\$0		\$0		No	NOCH
6419	2006	Fork lift (street)	\$15,600	\$0		\$0		No	NOCH
6421	2012	JD Excavator-Model 200CLC s/nFF200CX507 (Street)	\$99,500	\$0		\$0		No	NOCH
6422	2012	Eager Beaver Lowboy Trailer sn/ 112SLZ433 (street)	\$41,500	\$0		\$0		No	NOCH
6423	2013	Xerox Printer X7545 XKP545157 (street)	\$10,812	\$0		\$0		No	NOCH
6424	2012	Contex scanner and color printer (Engineering)	\$16,354	\$0		\$0		No	NOCH
6515	2012	Concrete Breaker (Engineering)	\$7,531	\$0		\$0		No	NOCH
6514	2012	Garden Tractor (Street)	\$12,000	\$0		\$0		No	NOCH
6509	2014	Intl 7300 4x2 Dump Truck (Street)	\$129,071	\$0		\$0		No	NOCH
6508	2014	Ford Explorer 4x4 (Engineering)	\$21,771	\$0		\$0		No	NOCH
6614	1111	Hydraulic breaker (Sewer)	\$7,890	\$0		\$0		No	NOCH
6724	2015	Ford F250 SD (Sewer)	\$6,894	\$0		\$0		No	NOCH
6757	2014	Landpride RC 5020 Mower (Sewer/Dike)	\$6,889	\$0		\$0		No	NOCH



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Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
6941	2014	Bobcat Toolcat	\$30,998	\$0		\$0		No	NOCH
6949	2015	Speed Trailer	\$16,864	\$0		\$0		No	NOCH
6889	2010	Vactor 2100 plus (storm sewer portion)	\$123,006	\$0		\$0		No	NOCH
6894	2011	Ford 3/4 ton pickup #15049	\$21,635	\$0		\$0		No	NOCH
6904	2009	Int'l Dump Truck & Snow Plow	\$100,912	\$0		\$0		No	NOCH
6888	1990	Used Scissor Lift (Utility)	\$9,750	\$0		\$0		No	NOCH
6897	1990	MOHAWK LIFT	\$9,950	\$0		\$0		No	NOCH
6833	1999	Hyster Forklift #1587W	\$16,000	\$0		\$0		No	NOCH
6858	2006	Chevy Colorado #9404 (Utility)	\$13,819	\$0		\$0		No	NOCH
6859	2005	Graco Line Lazer & Driver #BA2768	\$9,397	\$0		\$0		No	NOCH
6856	2005	Crafco 125 Super Shot - crack sealer #418327	\$20,900	\$0		\$0		No	NOCH
6854	2005	Woods 15' Batwing Mower #1011192	\$11,825	\$0		\$0		No	NOCH
6853	2005	Land Pride 37 Series Disc Mower #441337	\$5,372	\$0		\$0		No	NOCH
6482	2005	Dump Truck & Snow Plow #306718	\$79,683	\$0		\$0		No	NOCH
5422	2005	Johnston Str Sweeper #172002	\$115,929	\$0		\$0		No	NOCH
5430	1989	ford C8000 cab & Chassisw/Pitman Polecat (Utility)	\$19,299	\$0		\$0		No	NOCH
6804	2005	Ford Ranger XLT (Utility)	\$14,870	\$0		\$0		No	NOCH
6812	2005	John Deere Front End Loader #595830	\$94,120	\$0		\$0		No	NOCH
6802	2005	Intrnl Dump Truck #151371	\$72,259	\$0		\$0		No	NOCH
6803	2004	GMC Dump Truck w/ snow plow #520664	\$72,414	\$0		\$0		No	NOCH



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Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
6816	2004	Chev Silverado-white w/ snow plow #363651	\$23,622	\$0		\$0		No	NOCH
6684	1977	Koering Bantam #206705	\$80,000	\$0		\$0		No	NOCH
6554	1982	Seaman Pulverisor #1088004	\$66,969	\$0		\$0		No	NOCH
6551	1977	Gallion Steel Roller #812162	\$18,000	\$0		\$0		No	NOCH
6549	1973	Catepillar Motor Grader #89J2186	\$15,000	\$0		\$0		No	NOCH
6544	1969	IHC Crawler Tractor #26263	\$18,000	\$0		\$0		No	NOCH
6195	1985	Case Tractor #11490096	\$10,657	\$0		\$0		No	NOCH
5952	1111	IHC End Loader #32286	\$59,000	\$0		\$0		No	NOCH
5951	1988	Turner 48" Flail Mower #22308	\$21,900	\$0		\$0		No	NOCH
5776	1989	Leeboy Ashalt Paver #L1000 T-959	\$34,052	\$0		\$0		No	NOCH
5777	1111	6 Tailgate Spreaders/Vibrators	\$12,078	\$0		\$0		No	NOCH
5746	1111	Humpback Trailer Pump #13955	\$7,884	\$0		\$0		No	NOCH
5728	1995	Trailer Mounted Hot Box	\$14,875	\$0		\$0		No	NOCH
5429	2000	Chev Dump Truck w/ snow equip #25692	\$73,177	\$0		\$0		No	NOCH
5412	1959	Load King Trailer #8154	\$20,000	\$0		\$0		No	NOCH
5410	1986	Chev Dump Truck #100222	\$20,720	\$0		\$0		No	NOCH

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Explanation Sheet

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Monthly Payment Sheet

Month	Road Use tax Payments
July	\$283,300.04
August	\$381,636.65
September	\$338,500.79
October	\$258,924.18
November	\$294,528.48
December	\$297,291.94
January	\$247,781.81
February	\$284,778.40
March	\$292,150.01
April	\$202,621.45
May	\$218,072.83
June	\$305,269.20
Totals	\$3,404,855.78



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

FINANCE DEPARTMENT

September 19, 2016

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

From: Diana Steiner, Finance Director 

Re: Approval of FY 2016 Final Transfer resolution

Policy Issue: Council is required to approve all interfund transfers.

Recommendation: Approval of the 2016 Final Transfer Resolution.

Background: During the budget process the City Council approves various transfers between funds. The transfers cover various expenses in one fund that are covered by a revenue in a different fund. For example, each year we transfer funds from the employee benefits fund to the general fund to cover employee benefit expenses in the general fund. The attached document gives a listing of each transfer, including interfund transfers, with an explanation for each transfer.

Budget Impact: Total transfers for the year are under the total budgeted transfers, net of interfund transfers.

Attachment: Detailed listing of FY 2016 Transfers

cc: Mark Stevens, Interim City Administrator

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



RESOLUTION TRANSFERRING FUNDS FOR FISCAL YEAR 2015-16

WHEREAS the fiscal year 2016 budget provides for certain transfers between funds and, whereas the

books should now indicate appropriate transfers;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA that the Finance Director

be directed to make said transfers as follows:

Transferred From	Transferred To	Explanation of activity	Per Original Budget	Amendment	Final Budget Amount	Total Cash Transfers	Remaining Budget Available
Cash Transfers							
2014 GO Bonds	GO Cap Projects	Move cash amongst capital projects to close individual projects	-	-	-	61,599	(61,599)
Capital Street Projects - Fund 489	GO Cap Projects	Close out Capital Street Projects Fund	-	-	-	684	(684)
Capital Street Projects - Fund 489	2013 GO Bonds	Close out GO Debt Capital project fund	-	177,984	177,984	177,984	-
Capital Street Projects - Fund 489	2014 GO Bonds	Move cash amongst capital projects to close individual projects	-	-	-	97	(97)
CIP Tax Collection Fund	Capital Improvement Reserve Fund	Capital expenditures paid from governmental capital reserve fund. Cash is transferred from the capital improvement levy funds where the property taxes were	670,869	(119,208)	551,661	337,354	214,307
CIP Tax Collection Fund	Airport capital project fund	City portion of airport capital projects	5,000	(5,000)	-	-	-
CIP Tax Collection Fund	Building reserve fund	Capital expenditures for governmental funds in relation to capital building maintenance	50,000	(50,000)	-	-	-
Emergency Levy Fund	General	Property taxes collected in Emergency fund with the cash being transferred to the general fund	210,936	(262)	210,674	210,312	362
Employee benefits fund	General	Reimbursement to general fund for employee benefits - FICA, IPERS, group health insurance, workman's comp, retirees health savings contributions (non-union payout in lieu of sick and vacation based upon guidelines for	2,701,310	42,500	2,743,810	2,296,146	447,664
Employee benefits fund	Coliseum Activity Fund	Reimbursement to Coliseum Activity Fund for employee benefits	5,233	-	5,233	3,050	2,183

Transferred From	Transferred To	Explanation of activity	Per Original Budget	Amendment	Final Budget Amount	Total Cash Transfers	Remaining Budget Available
General fund	Transit	Property taxes collected in the General Fund (as required) with the cash being transferred to the transit enterprise fund	170,000	-	170,000	176,832	(6,832)
General fund	Police grants	Close out unreimbursed expenses with police grants and transfers amongst three funds	-	-	-	30	(30)
Library Donation Fund	General	Cover Wages paid by General fund.	-	-	-	4,648	(4,648)
Local Option Sales Tax	General	Council designated funds from local option sales tax (LOST) collected	140,960	34,040	175,000	175,000	-
Local Option Sales Tax	Employee benefit fund	Property tax relief from local option sales tax (LOST) collected	2,125,000	100,000	2,225,000	2,225,000	-
Police & fire retirement	General	Reimbursement to general fund for civil service retirement payments to Municipal Fire & Police Retirement System of Iowa (MFPRSI)	1,241,825	-	1,241,825	1,092,949	148,876
Road use tax fund	General	Reimbursement to general fund for employee wages associated with the public works department	850,000	-	850,000	850,000	-
Road use tax fund	Federal Street Grants	City portion of Federal street grants	195,000	(195,000)	-	-	-
Softball Association	General	Cover part of park and rec employee wages associated with the softball complex	8,000	(8,000)	-	-	-
Storm Sewer Utility	General	Reimbursement of Wages paid by General fund.	10,000	-	10,000	-	10,000
TIF District II Cap Projects	Sanitary Sewer Rehab Projects	To move expenses associated with Alliant gas fired plant sewer project	-	-	-	264,489	(264,489)

Transferred From	Transferred To	Explanation of activity	Per Original Budget	Amendment	Final Budget Amount	Total Cash Transfers	Remaining Budget Available
TIF tax collection fund	Debt Service	Portion of 2008A & 2011 A & B refunding bond & 2012A issue paid with tax increment financing property taxes	755,146	-	755,146	755,146	-
TIF tax collection fund	Uptown TIF #4 Capital Projects Fund	Move TIF revenues to capital project funds, for expenses related to TIF capital projects	-	50,000	50,000	-	50,000
TIF tax collection fund	General	To cover legal expenses associated with TIF	5,000	-	5,000	-	5,000
TIF tax collection fund	General	To cover Façade and building code upgrade expenses	-	-	-	53,769	(53,769)
WPCP funds	WPCP funds	Cover consolidation of project funds within WPCP series and move dollars from WPCP revenue fund to WPCP expenditure fund	-	-	-	5,535,819	(5,535,819)
WPCP funds	General	Reimbursement of Wages paid by General fund.	10,000	-	10,000	-	10,000
WPCP funds	Sanitary Sewer Rehab Projects	Move cash amongst capital projects to close individual projects	-	-	-	202,130	(202,130)
WPCP Cap Imprv Reserve	Sanitary Sewer Rehab Projects	Move cash amongst capital projects to close individual projects	-	-	-	135,835	(135,835)
WPCP Revenue Bond Fund	WPCP Plant Improvements	Move cash amongst capital projects to close individual projects	-	-	-	199	(199)
WPCP Revenue Bond Fund	Sanitary Sewer Rehab Projects	Move cash amongst capitals projects to close individual projects	-	-	-	714,087	(714,087)
Total amount of budgeted transfers between funds			9,154,279	27,054	9,181,333	15,273,159	(6,091,826)

Passed, approved and adopted this 26th day of Sept 2016 by Resolution # _____

Mayor

Attest: City Clerk

Applicant License Application ()

Name of Applicant: <u>Hive Hospitality LLC</u>		
Name of Business (DBA): <u>Totem Bowl</u>		
Address of Premises: <u>1101 S 6th Street</u>		
City <u>Marshalltown</u>	County: <u>Marshall</u>	Zip: <u>50158</u>
Business <u>(641) 752-4269</u>		
Mailing <u>123 West Main Street #2B</u>		
City <u>Marshalltown</u>	State <u>IA</u>	Zip: <u>50158</u>

Contact Person

Name <u>Aaron Buzbee</u>	
Phone: <u>(641) 751-6198</u>	Email <u>aaronbuzbee@yahoo.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 09/30/2016

Expiration Date: 01/01/1900

Privileges:

Class C Liquor License (LC) (Commercial)

Sunday Sales

Status of Business

BusinessType: <u>Limited Liability Company</u>	
Corporate ID Number: <u>1</u>	Federal Employer ID

Ownership

Aaron Buzbee

First Name: Aaron

Last Name: Buzbee

City: Marshalltown

State: Iowa

Zip: 50158

Position: Owner

% of Ownership: 100.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: <u>Illinois Casualty Co</u>	
Policy Effective Date:	Policy Expiration
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:



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

September 7, 2016

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

From: Justin Nickel
Director of Public Works

Re: Purchase of Envirosight Sewer Rover and Camera system in the amount of \$204,338.12 from Translowa Equipment in Ankeny.

Policy Issue: City policy requires Governing Body approval of equipment purchases when consideration exceeds \$5,000.

Recommendation: Staff recommends approving the purchase of the Envirosight Sewer Rover and Camera system based on the NJPA equipment purchase contract pricing.

Background: Purchase of the new sewer investigative equipment will allow crews to investigate both storm and sanitary sewers for issues in need of correction. In 2015, the Army Corp of Engineers classified the Marshalltown Iowa River levee as non-compliant because of the Sewer department's inability to properly inspect the sewer pipes running through the levee.

Budget Impact: The Capital Improvements Program has \$210,000 budgeted in FY 2016 for the purchase of this sewer tv inspection unit.

Attachment: Pricing Summary

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



RESOLUTION APPROVING SEWER EQUIPMENT PURCHASE CONTRACT BY AND
BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND TRANS IOWA EQUIPMENT OF
ANKENY, IOWA FOR AN ENVROSIGHT SEWER ROVER AND CAMERA SYSTEM THE
AMOUNT OF \$204,338.12

WHEREAS there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed Sewer Department equipment purchase contract by and between the City of Marshalltown, Iowa, and TransIowa Equipment of Marshalltown, Iowa, for an EnviroSight Sewer Rover and Camera System.

WHEREAS the TransIowa Equipment bid consists of an EnviroSight Sewer Rover and Camera System.

WHEREAS the Council has fully examined same and has found same to be in the best interests of the City of Marshalltown, Iowa, and that same should now be approved and accepted.

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

Section 1. That the purchase agreement by and between the City of Marshalltown, and TransIowa Equipment of Ankeny, Iowa, for an EnviroSight Sewer Rover and Camera System in the amount of \$204,338.12, is hereby fully approved in all respects and particulars.

Passed this 12th day of September 2016, and signed this _____ day of September 2016.

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

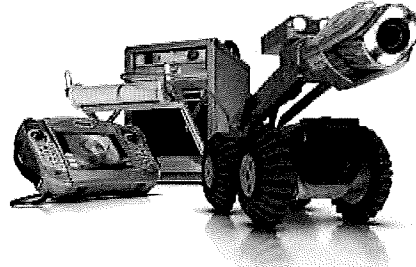


DISTRIBUTOR OF MUNICIPAL & CONTRACTOR EQUIPMENT

June 29th, 2015

Steve Simons
Sewer Superintendent
City of Marshalltown

Steve,



Per your request, a proposal has been generated based off of the National Joint Powers Alliance Contract #: 022014-EVS Bid for an Envirosight Rovver X camera with the enhancements that your department has deemed necessary. As you know the City of Marshalltown- Public Works is a member of the NJPA, Membership #: 48764. NJPA provides equipment prices at a nationally bid price that will meet/satisfy your city's bid process. Included in below is a proposal for (1) One New 2016 Envirosight Rovver X with buildout and vehicle per the NJPA Contract #: 022014-EVS.

Envirosight Rovver X: Pricing including the city required enhancements listed below priced at the NJPA Bid Price:

Description	Qty	Price	Subtotal
Rovver X Base System Incl. 6 Wheel Steerable Crawler, 1000' Fully Automatic Cable Reel, Pendant Controller, Wheel Package, etc.	1	69,305.60	\$69,305.60
RX95 4" Crawler	1	12,740	\$12,740.00
Automated Remote Lift Accessory to Raise Camera	1	12,230.40	\$12,230.40
Large Diameter Carriage Accessory	1	10,192	\$10,192.00
5.31" Large Diameter Grease Wheels	4	417.87	\$1,671.48
3.33" Diameter Grease Wheel	6	290.47	\$1,742.82
4.33" Diameter Grease Wheel	4	366.91	\$1,467.64
3.33" Diameter Super Aggressive Blue Spike Wheel	6	316.97	\$1,901.82
4.33" Diameter Super Aggressive Blue Spike Wheel	4	332.72	\$1,330.88
Large Rubber Wheel	4	335.32	\$1,341.28
Aux Rear View Camera and LED Lamps	1	4,586.40	\$4,586.40
Top Manhole Roller-Aluminum	1	333.35	\$333.35
Flexible Guide Pulley	1	649.23	\$649.23
Tiger Tail Cable Guide	1	67.90	\$67.90
Cable Re-Termination Kit	1	807.41	\$807.41
Software & Related Equipment			
WinCan Rack Mount Computer	1	2,935.30	\$2,935.30
Vitec Video Card	1	2,038.40	\$2,038.40
Two Day On-Site Software Training	1	3,393.94	\$3,393.94
Bronze Service Package 1-Year	1	1,528.80	\$1,528.80
Pricing Summary			
Envirosight Rovver X Camera & Software Equipment	1		\$131,736.37

www.transiowaeg.com

4607 SE Rio Ct, Ankeny, IA 50021 . Bus: 515.289.9994 Toll Free: 800.933.1190 Fax: 515.289.9995

We are an Affirmative Action, Equal Opportunity Employer



Envirosight Ford Transit and Buildout: Pricing including the city required enhancements listed below priced at the State Bid Price:

Description	Qty	Price	Subtotal
Base Ford Transit Buildout w/ Standard Equipment	1	16,027	\$16,027.00
Roof Mounted A/C	1	1,323	\$1,323.00
Wall mounted heater	1	254	\$254.00
6.3 Kw Power Unit- Underhood-Generator	1	11,904	\$11,904.00
Sunlight Viewing Monitor Installed (In Addition to 2 Std.)	1	1,246	\$1,246.00
Multi- Monitor Mount	1	453	\$453.00
Roof Mounted LED Flood Lights	1	226	\$226.00
Tool Package (hook, pry bar, sledge, shovel)	1	237	\$237.00
2-Drawer Filing Cabinet	1	170	\$170.00
Front Strobe	1	148	\$148.00
Rear Mounted Arrow Stick	1	1,042	\$1,042.00
4-Corner LED Strobes	1	566	\$566.00
Back-up Camera	1	510	\$510.00
Back-up Alarm	1	290	\$290.00
Ford Transit 2016 Ford Transit Cargo Van R3X T-250 148" WB Hi-Roof 9,000 GVWR Sliding RH Door- Diesel	1	40,205.75	\$40,205.75
Non-Contract Items			
Factory Delivery	1	2,000	\$2,000.00
Dealer Preparation & On-Site Training	1	1,000	\$1,000.00
Pricing Summary			
Combined Price- Ford Transit & Buildout	1		\$77,601.75
COMBINED TOTAL- Pricing Summary			
Combined Price- Rovver X and WinCan Software	1		\$131,736.37
Combined Price- Ford Transit & Buildout	1		\$77,601.75
COMBINED NJPA BID PURCHASE PRICE	1		\$209,338.12
-MINUS TRADE IN <u>OPTION</u> 1991 GMC Vandura 3500 VIN #: 2GTGG39K2M4513369 w/ Aries Camera System	1		-\$5,000.00
NET NJPA BID PURCHASE PRICE:	1		\$204,338.12

Pricing Includes: Installation of New System in New Up-fitted Ford Transit per specifications. Trans Iowa will deliver completed unit to Customer Location.

Training: Up to (2) Days of Operator/Maintenance Training on the Rovver X. (2) Two Days of WinCan

Software Support: Included in quote for 1st year. Optional to be annually renewed at \$1,500 per year.

Leadtime: 90 Days Dependent Upon Factory/Chassis Availability

Terms: Invoice due 30 Days after Delivery

Warranty: 1 Year Parts/Labor.

If you should have questions on any of this please call.

Mike Osler- Trans Iowa Equipment- 515-864-8171

www.transiowaeg.com

4607 SE Rio Ct, Ankeny, IA 50021 . Bus: 515.289.9994 Toll Free: 800.933.1190 Fax: 515.289.9995

We are an Affirmative Action, Equal Opportunity Employer

2016-

RESOLUTION APPROVING AN AGREEMENT FOR THE OPERATION OF A MUNICIPAL
BAND, BETWEEN THE CITY OF MARSHALLTOWN AND MARSHALLTOWN
MUNICIPAL BAND, INC.,
CREATED PURSUANT TO CHAPTER 28E.12 OF THE IOWA CODE

WHEREAS the City of Marshalltown, Iowa, has negotiated An agreement for operation of a municipal band pursuant to Chapter 28E of the Iowa Code, with the Marshalltown Municipal Band, Inc.; and

WHEREAS the City Council of Marshalltown finds that this agreement is in the best interest of the City.

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

Section 1. That the attached agreement is hereby approved in all respects and particulars.

Section 2. The agreement shall begin on January 1, 2017, and continue through December 30, 2018, and remain in effect until the Contract is terminated by either party by written notice at least 30 days prior to the date of cancellation.

Section 3. That the Mayor and City Clerk are hereby authorized and directed to execute said agreement on behalf of the City of Marshalltown, and the City Clerk is authorized and directed to file this Contract for Services with the Secretary of State, as required by law.

Passed this 26th day of September, 2016, and signed this _____ day of September, 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

**28E AGREEMENT FOR OPERATION OF A MUNICIPAL BAND IN THE
CITY OF MARSHALLTOWN, IOWA**

This Agreement is made and entered into this day of September, 2016 (the Agreement) by and between the City of Marshalltown, Iowa (City) and Marshalltown Municipal Band, Inc. (BAND), as follows:

WHEREAS, the City has previously operated a municipal band with funding provided pursuant to a band tax levy, and

WHEREAS, BAND is a public charity and recognized as exempt from taxes under Section 501(c)(3) of the Internal Revenue Code, and

WHEREAS, the City desires to have BAND receipt and disburse the funds derived from the current band levy for the continued operation of a band without city involvement, and

WHEREAS, such an arrangement is authorized by Section 384.12 and Chapter 28E of the Code of Iowa.

IT IS THEREFORE AGREE AS FOLLOWS:

1. Operation of Band. BAND agrees to receipt and disburse the (band levy) funds from the City for the continuing operation of a municipal band.
2. Funding by City. The City shall provide the accumulated funds derived from the band levy in January 2017 and future funds from its band levy as requested to BAND for a period of two years beginning January 1, 2017 and continuing for a period ending December 31, 2018, for the operation of a municipal band and expenses within the City.
3. Not City Employees. Members of the municipal band shall not be considered City employees.
4. Accounting. An accounting of expenditures of band funds shall be made by BAND to the City at periodic intervals of at least every three months.
5. Duration. This Agreement may be terminated in writing by any party giving a 30-day written notice of termination. In the event of termination, any unspent funds remaining from the band levy funds shall be returned to the City. The terms of this agreement shall automatically renew on an annual basis unless one of the parties notifies the other in writing 30 days prior to the ending date this agreement that said party wishes to modify or terminate the terms and conditions of this agreement.
6. Indemnification. BAND shall indemnify, save harmless and defend City, its agents and employees, from and against any and all claims, demands, damages, expenses, fees, costs, suits, proceedings or cause of action, of any kind or nature, arising out of its operation of the band and the band's performances.
7. Notices. Any notice, demand or communication to be given pursuant to this Agreement shall be in writing and mailed by certified mail, postage prepaid and properly addresses to the parties as follows:

City of Marshalltown
City Clerk
24 North Center Street
Marshalltown, IA 50158

Marshalltown Municipal Band, Inc.
c/o its registered office and agent at the address as
shown on the most recent Biennial Report on file
with the Iowa Secretary of State.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year written above.

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

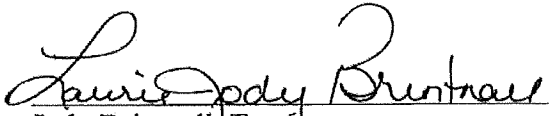
ATTEST:

Shari Coughenour, City Clerk

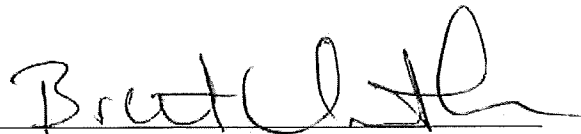
MARSHALLTOWN MUNICIPAL BAND, INC.



Matthew Herrick, President



Jody Brintnall, Treasurer



Brett Umthun, Director

RESOLUTION 2016-____
AUTHORIZING LOAN TO TAX INCREMENT FUND, URBAN RENEWAL AREA
NO 3

WHEREAS the City of Marshalltown, Iowa, has established an urban renewal area in the City known as the Marshalltown Urban Renewal Area No. 3 (the "Urban Renewal Area"); and

WHEREAS the City Council has created the Marshalltown Urban Renewal Area No. 3 Tax Increment Revenue Fund (the "Tax Increment Revenue Fund"), into which all incremental property tax revenues received from the Urban Renewal Area shall be deposited; and

WHEREAS each year the City incurs administrative expenses related to projects in the Urban Renewal Area that would be eligible under state law to be reimbursed from incremental property tax revenues (the "Administrative Expenses"); and

WHEREAS in order to make the Administrative Expenses for the current fiscal year eligible to be paid from future incremental property tax revenues, it is necessary to create an internal debt;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Marshalltown, Iowa, as follows:

Section 1. It is hereby directed that \$5,000 be advanced to the Tax Increment Revenue Fund from the General Fund, in order to pay the Administrative Expenses in the current fiscal year. This advance shall be treated as a loan (the "Loan") to the Tax Increment Revenue Fund and shall be repaid to the General Fund out of incremental tax revenues received with respect to the Urban Renewal Area. Payments on the Loan are subject to annual appropriation by the City Council and subject to the Council's determination that there are incremental tax revenues available for such purpose which have been allocated to or accrued in the Tax Increment Revenue Fund. Once appropriated, payments shall be made on the Loan on June 1 of each year to the extent there are incremental tax revenues available for such purpose which have been allocated to or accrued in the Tax Increment Revenue Fund. The right is hereby reserved to issue additional obligations, or to enter into additional loans, payable from the Tax Increment Revenue Fund, which may either rank on a parity with the Loan or may have a priority over the Loan with respect to the revenues in the Tax Increment Revenue Fund.

Section 2. The Tax Increment Revenue Fund is hereby pledged to the repayment of the Loan, and a copy of this Resolution shall be filed in the office of the Marshall County Auditor to evidence this pledge. Pursuant to Section 403.19 of the Code of Iowa, the City Clerk is hereby directed to certify to the Marshall County Auditor, no later than December 1, 2016, the original amount of the Loan as an obligation that is eligible to be repaid from future incremental property tax revenues, and to certify no later than December 1 of each succeeding year, any remaining outstanding balance of the Loan

Section 3. All resolutions or parts thereof in conflict herewith, are hereby repealed, to the extent of such conflict.

Passed this ____ day of September, 2016, and signed this ____ day of September, 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION NO. _____

Setting date for public hearing on 2016 amendment to urban renewal plan for Marshalltown Urban Renewal Area No. 3

WHEREAS, the City Council of the City of Marshalltown, Iowa (the “City”) has created the Marshalltown Urban Renewal Area No. 3 (the “Urban Renewal Area”) and has approved an urban renewal plan for the Urban Renewal Area; and

WHEREAS, Chapter 403 of the Code of Iowa requires that, before a city approves any new urban renewal project, a city must amend the existing urban renewal plan to include that new project; and

WHEREAS, an amendment to the urban renewal plan for the Urban Renewal Area has been prepared which describes a proposed economic development agreement between the City and Hawkeye Hotels, LLC (the “Developer”), in connection with the development of a hotel facility in the Urban Renewal Area, pursuant to which the City would rebate a portion of the incremental property taxes to be paid by the Developer, for a period of fifteen years, in an amount not to exceed \$1,000,000, and it is now necessary that a date be set for a public hearing on that plan amendment;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Marshalltown, Iowa, as follows:

Section 1. This City Council will meet at the Council Chambers, Marshalltown, Iowa, on the 10th day of October, 2016, at 5:30 o’clock p.m., at which time and place it will hold a public hearing on the proposed urban renewal plan amendment for the Urban Renewal Area.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the form attached hereto, which publication shall be made in a legal newspaper of general circulation in Marshalltown, which publication shall be not less than four (4) nor more than twenty (20) days before the date set for hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City shall hold the consultation process which is required under that section of the urban renewal law.

Passed and approved the 12th day of September, 2016.

Mayor

Attest:

City Clerk

NOTICE OF HEARING ON 2016 AMENDMENT TO URBAN RENEWAL
PLAN FOR MARSHALLTOWN URBAN RENEWAL AREA NO. 3

Notice Is Hereby Given: That at 5:30 o'clock p.m., at the Council Chambers, Marshalltown, Iowa, on the 10th day of October, 2016, the City Council of the City of Marshalltown, Iowa, will hold a public hearing on the question of amending the urban renewal plan for the Marshalltown Urban Renewal Area No. 3 to include a new urban renewal project related to a proposed economic development agreement between the City and Hawkeye Hotels, LLC related to the construction of a hotel facility, pursuant to which the City would rebate a portion of the incremental property taxes to be paid for a period of fifteen years, in a maximum amount not to exceed \$1,000,000.

A copy of the amendment is on file for public inspection in the office of the City Clerk.

At the hearing any interested person may file written objections or comments and may be heard with respect to the subject matter of the hearing.

Shari Coughenour
City Clerk

RESOLUTION NO. _____

Approving general obligation fire equipment loan in the amount of \$142,430

WHEREAS, the City of Marshalltown (the “City”), in Marshall County, State of Iowa, has previously received approval from the Iowa Department of Public Safety Firefighting Equipment Revolving Loan Fund for a loan in the amount of \$142,430 for the purpose of acquiring a light-rescue fire vehicle (the “Department of Public Safety Loan”); and

WHEREAS, the City Council adopted Resolution No. 2016-132 on July 11, 2016, for the purpose of approving the Department of Public Safety Loan; and

WHEREAS, it has been determined that the City must comply with the provisions of Section 384.24A of the Code of Iowa, which require that the City give notice and hold a public hearing on the Department of Public Safety Loan; and

WHEREAS, the City has published notice of the proposed action and has held a hearing thereon;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Marshalltown, Iowa, as follows:

Section 1. The Council hereby approves the Department of Public Safety Loan and hereby ratifies the adoption of Resolution No. 2016-132.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved September 26, 2016.

Mayor

Attest:

City Clerk

Affidavit of Publication

STATE OF IOWA,
Marshall County, ss.

City of Marshalltown

Notice of Public Hearing on Loan in the Principal Amount
of \$142,430 (General Obligation Fire Rescue Equipment)

I, LeAnn Siemens, being first duly sworn, on oath depose
and say that Marshalltown Newspaper, LLC is a
corporation for pecuniary profit organization under the law
of the State of Iowa, with its principal place of business in
Marshalltown, Iowa; that the "Times-Republican" is a daily
newspaper of general circulation printed wholly in the
English language and published by said corporation at the
city of Marshalltown, in Marshall County, Iowa; that I am
the Accounting Manager of said corporation
and a full time employee of the said newspaper, and have
personal knowledge of the facts stated herein; that the
Notice hereto attached in the above entitled action was
published in the regular daily edition of the said "Times-
Republican" once each week for:

One

consecutive weeks on the days and dates as follows, to-wit:
September 13, 2016

Statutory fees for publishing said notice are:

17.47

LeAnn Siemens

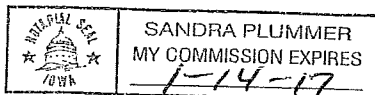
Sworn to before me and subscribed in my
presence by the said LeAnn Siemens this
Thirteenth Day of September, 2016

Sandra Plummer

Sandra Plummer, Notary Public
Marshall County, Iowa
Commission No. 766297
Commission Expires January 14, 2017

Account No. and Account Name

L02000 City of Marshalltown



Legals

PUBLIC NOTICE

NOTICE OF PUBLIC HEARING
ON LOAN IN THE PRINCIPAL
AMOUNT OF \$142,430
(GENERAL OBLIGATION FIRE
RESCUE EQUIPMENT)

The City Council of the City of
Marshalltown, Iowa, will meet on
the 26th day of September, 2016,
at the Council Chambers,
Marshalltown, Iowa, at 5:30
o'clock p.m., for the purpose of
holding a hearing and taking
action to approve a loan from the
Iowa Department of Public Safety
Firefighting Equipment Revolving
Loan Fund in the principal
amount of \$142,430, (the "Loan")
for the purpose of acquiring a
light-rescue fire vehicle.

The Loan is proposed to be
entered into pursuant to authority
contained in Section 384.24A of
the Code of Iowa and will
constitute a general obligation of
the City.

At that time and place, oral or
written objections may be filed or
made to the proposal to approve
the Loan. After receiving
objections, the City Council may
determine to approve the Loan,
in which case, the decision will
be final unless appealed to the
District Court within fifteen (15)
days thereafter.

By order of the City Council of
the City of Marshalltown, Iowa.
Shari Coughenour
City Clerk

-----21851-----



Marshalltown Fire Department
David Rierson, Fire Chief
107 South First Avenue
Marshalltown, IA 50158
Tel - (641) 754-5751
Fax - (641) 754-5722

To: Mayor and City Council
From: David Rierson
Date: 09-12-2016
RE: Vehicle Purchase

Background: The 2017 CIP Plan includes the purchase of a light-rescue vehicle for the Fire Department. On February 24, 2016, the City Council approved a resolution allowing the use of the HGAC Government Purchasing Contract for the specification and purchase of said vehicle. Additionally, the Fire Department applied for and received an interest-free loan through the Iowa Department of Public Safety "Firefighting Equipment Loan Program", which the City Council accepted through resolution on July 11, 2016. Working with Reliant Fire Apparatus and HGAC the Fire Department completed specifications for this vehicle, which totaled \$158,255.00.

Recommendation: It is the recommendation of the Fire Chief that the City accepted this proposal and purchases the vehicle at the negotiated price of \$158,255.00.

Budget Impact: If approved, all monies are accounted for and available as follows:

Loan with Iowa DPS: \$141,005.70

CIP Funding: \$17,249.30

Repayment: 10 payments of \$14,243.00 (\$28,486 annually)

RESOLUTION APPROVING THE PURCHASE OF A 2017 PIERCE
LIGHT-DUTY RESCUE VEHICLE THROUGH HGAC

WHEREAS the City of Marshalltown approved the purchase of a light-duty rescue vehicle; and

WHEREAS the City of Marshalltown approved the use of the HGAC Government Purchasing Program; and

WHEREAS, the Fire Department has completed specifications for said vehicle with Reliant Fire Apparatus and HGAC at a negotiated price of \$158,255.00; and

WHEREAS, the Council has found this agreement to be in the best interests of the City of Marshalltown, Iowa, and that same should now be approved and accepted

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

Section 1. The City of Marshalltown, Iowa authorizes the purchase of a 2017 Pierce Light-Duty Rescue vehicle through the HGAC Government Purchasing Program at a price of \$158,255.00.

Section 2. This Resolution is in full force and effect from and after its passage.

Passed this 12th day of September, 2016, and signed this ____ day of September, 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING EMPLOYMENT AGREEMENT
WITH JESSICA KINSER AND
APPOINTING JESSICA KINSER AS CITY ADMINISTRATOR

WHEREAS, the City of Marshalltown has negotiated certain terms and conditions of an Employment Agreement with Jessica Kinser; and

WHEREAS, it is in the best interest of the City that said Employment Agreement should be approved by the Council of the City of Marshalltown, Iowa.

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

Section 1. There is attached hereto an Employment Agreement for Jessica Kinser, which Agreement is hereby approved and ratified by the Council of the City of Marshalltown, Iowa.

Section 2. Jessica Kinser is appointed City Administrator as of November 14, 2016, or sooner, if employee enters employment before said date.

Section 3. The Mayor and City Clerk are hereby authorized and directed to execute said Employment Agreement on behalf of the City of Marshalltown, Iowa.

Section 4. This Employment Agreement shall be in full force and effect from and after its execution by all parties, as required by law.

Passed this 26th day of September, 2016, and signed this _____ day of September, 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

EMPLOYMENT AGREEMENT WITH JESSICA KINSER

This Agreement, made and entered into this 26th day of September, 2016, by and between the CITY OF MARSHALLTOWN, IOWA, a municipal corporation organized and existing under the laws of the State of Iowa, hereinafter referred to as "Employer" and Jessica Kinser, hereinafter referred to as "Employee," and both hereinafter referred to as a "Party" or "Parties" as follows:

1. Employer agrees to hire Employee as the City Administrator for the City of Marshalltown, Iowa, and Employee agrees to become so employed upon the terms and conditions set forth herein.

2. Employee will perform the functions and duties of City Administrator as set forth in the City of Marshalltown's City Administrator job description and its applicable ordinances, which Employee has seen and reviewed, and to perform other legally permissible and proper duties and functions as the Mayor or City Council may from time to time assign. The Administrator shall be responsible to the City Council for the proper administration of all affairs of the city.

3. **BASE RATE OF PAY.** Employee's annual salary shall be \$142,000 and will be paid on the same periodic basis as used to compensate other employees generally. Employee's salary will adjust on each July 1 in the same manner as all non-union employees with the cost of living increase.

4. PERFORMANCE.

A. Employee agrees that during the term of her employment that she will faithfully, diligently and to the utmost of her ability, perform her duties and responsibilities as required by Employer; and Employee further agrees that she will not engage in or become interested in any other business calling; nor shall Employee engage in any non-employee connected business which will require her personal attention during business hours, and will not engage in any enterprise which is contrary to the welfare, interests, or benefits of Employer.

B. The Mayor and Council shall review and evaluate the performance of the Employee after six months of employment, and then on the employee's anniversary date thereafter. Said review and evaluation shall be in accordance with specific criteria and goals which may be added to or deleted from as the Mayor and City Council may from time to time determine, in consultation with the Employee. Further, the Mayor shall provide the Employee with a summary written statement of the findings of the Council and provide an adequate opportunity for the Employee to discuss her evaluation with the Mayor and City Council. Upon this review, the Parties hereto may mutually agree to an amount of additional compensation. Such an agreement represents a discretionary function under section 670.4, subsection 3, Code of Iowa.

C. Annually, at the Employee's evaluation, the Council and Employee shall define goals and performance objectives, which they determine necessary for the proper operation of the Employer and for the attainment of the Council's policy objectives, and shall establish a relative priority among those various goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

5. TERM OF EMPLOYMENT.

A. Employee shall serve an initial six-month probationary period during which time the Employee may be removed by the body making the appointment (City Council), but in accordance with section 372.15, Code of Iowa, the removal shall be by written order. The order shall give the reasons, be filed in the office of the city clerk, and a copy shall be sent by certified mail to the person removed, who, upon request filed with the clerk within thirty days of the date of mailing the copy, shall be granted a public hearing before the Council on all issues connected with the removal. The hearing shall be held within thirty days of the date the request is filed, unless the person removed requests a later date.

B. Employer shall employ Employee for a period of five years which period shall commence the 14th day of November, 2016, or sooner if Employee enters employment before said date.

C. The Employee agrees to remain in the exclusive employment of Employer and to neither accept other employment nor become employed by any other employer.

D. The term “employed” shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on Employee’s time off.

E. Negotiations to renew this Agreement shall commence 12 months prior to its expiration. Whether to renew represents a discretionary function under section 670.4 subsection 3, Code of Iowa. If the Agreement is not renewed and is allowed to expire, no severance pay will be due Employee.

6. TERMINATIONS AND SEVERANCE PAY.

A. Employer may only terminate Employee based upon good cause. In the event Employee is terminated by the Council during employment and during such time that Employee is willing and able to perform her duties under this Agreement, then in that event Employer agrees to pay Employee a maximum payment equal to six months’ salary, as severance pay, payable on regular salary payment dates, and to continue all contractual benefits contained herein during this period; provided, however, that in the event Employee is terminated because of her conviction of any illegal act involving personal gain to her, for gross misconduct, serious violations of instructions by Employee, or for gross or intentional failure of Employee to perform the terms of this Agreement, then, in any of these events, Employer shall have no obligation to pay the severance sum designated in this paragraph.

B. If Employer at any time during the employment term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than across-the-board reduction for all non-union employees, or if Employer refuses, following written notice to comply with any other provisions of this Agreement benefiting Employee, or Employee resigns following a suggestion, either formal or informal by the City Council that she resign, then in that event, Employee may, at her option, be deemed to be terminated as of the date of such reduction or such refusal to comply, and the Employee shall be entitled to receive termination benefits set forth above.

C. If Employee voluntarily resigns her position with Employer during the term of her employment, then Employee shall give Employer 45 days written notice in advance, unless the Parties otherwise agree. No severance pay will be due Employee.

D. Notice of termination of employment of Employee by Employer shall be in writing at least 30 days prior to the effective date of said termination. In the event of termination for cause as set out in paragraph 6A above, written notice shall be sent 7 days prior to the effective date of termination.

E. Upon termination of this Agreement for any reason, Employee shall deliver to Employer all documents, papers, letters, contracts, agreements, computer files, computers, cell phones, credit cards, or other things relating to her employment, as a prerequisite to a final settlement between the Parties hereto.

7. VEHICLE AND CELL PHONE.

A. It is recognized that the Employee’s duties require that she shall need a vehicle for business purposes. The Employer shall pay an annual vehicle allowance of \$3,600.00 to the Employee for use of her personal vehicle for Employer business within Marshall County. The Employee is responsible for purchase, operation, maintenance, repair, insurance, and replacement costs of said vehicle. If Employee uses her own vehicle for Employer business outside of Marshall County, then Employer shall reimburse Employee for the business use of her personal vehicle as set forth in the IRS regulations.

B. Employer shall pay an annual cell phone allowance of \$480.00 to the Employee for use of her personal cell phone for Employer business.

8. VACATIONS, SICK LEAVE, HOLIDAY PAY, AND MILITARY LEAVE.

A. As an inducement to Employee to become City Administrator, Employee shall be credited with 4 calendar weeks of vacation leave to be used during her first anniversary year of employment. Employee vacation for subsequent anniversary years shall accrue each pay period at the rate of 1/26th of 4 weeks, credited on her anniversary date. Employee may carry over a maximum of five days of vacation time into the next anniversary year.

B. Upon hire, the Employee shall be credited with 15 days (120 hours) of paid sick leave. Employee shall accrue 4 hours of sick leave each pay period to a maximum accumulation of 1,040 hours. Employee shall not be paid for any unused sick leave at the termination of his employment.

C. Employee shall be entitled to 9 Employer recognized paid holidays; New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, and the Mayor-designated Floating Holiday.

D. Employee shall be entitled to a military leave of absence pursuant to federal law, state law, and City policy. During military leave, the Employee shall receive Employee's salary for the first 30 days and other benefits as detailed in section 29A.28, Code of Iowa.

E. Upon separation of employment, any accrued and unused vacation time shall be deferred into an established Retirement Health Savings Plan administered by ICMA-RC.

9. DISABILITY, HEALTH, ACCIDENT, AND LIFE INSURANCE.

A. Employer agrees to put into force and make required premium payments for insurance policies for Long Term Disability and Accidental Death and Dismemberment covering Employee on a cost share at the same rate as other general employees of Employer.

B. Employer shall provide the same group health, medical, and dental insurance coverage as other general employees of Employer for Employee and her eligible dependents on a cost share at the same rate as other general employees of Employer.

C. If requested, Employee agrees to submit once per calendar year to an employer-paid complete physical examination by a qualified physician selected by the Employer.

D. Employer shall provide Employee with term life insurance coverage equal to one times her annual base salary without cost to the employee up to the maximum allowed by the policy, which may be less than the City Administrators annual salary. Reductions in the volume of the employee's life insurance shall be made at age 65 and at age 70 at the same rate of reduction as other general employees of Employer.

10. RETIREMENT. Employee shall be a participant in the Iowa Public Employees Retirement System (IPERS). The Employer and Employee shall contribute to the fund in the same manner as required by law for all other similarly situated municipal employees and employers participating in IPERS.

11. DUES AND SUBSCRIPTIONS. Employer shall budget and pay the professional dues and subscriptions for Employee, which are necessary for Employee's continued participation in national, regional, state, and local associations, and desirable for her continued professional participation, growth, and advancement and for the good of the Employer. Such payments shall be approved by the City Council as part of the annual budget process.

12. INDEMNIFICATION. Employer shall defend, save harmless and indemnify Employee against any tort or demand as provided in section 670.8, Code of Iowa.

13. BONDING. Employer shall bear the full costs of any fidelity or other bonds required of the Employee under any law, if any.

14. OTHER TERMS AND CONDITIONS OF EMPLOYMENT. The Mayor and City Council in consultation with the City Administrator shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, or any other law.

15. MOVING EXPENSES. Employer will pay up to \$3,000 of the Employee's moving expenses from Employee's principal residence, to Marshalltown. The Employee agrees that if she voluntarily terminates her employment within the next three years, she will reimburse the Employer 1/3 of the expense for each year left in the 3-year period. If upon voluntary termination of employment, these expenses are not paid, Employer will have the right to set off against any severance pay or unpaid salary existing or to be paid to the Employee before the actual effective date of termination. In

the event that less than one year remains the reimbursement shall be prorated based upon the remaining number of months.

16. NOTICES. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage pre-paid, addressed as follows:

A. Employer: Mayor, City of Marshalltown, City Hall,
24 North Center Street, Marshalltown, IA 50158

B. Employee: Jessica Kinser, via current address provided by Employee

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

17. GENERAL PROVISIONS.

A. The text herein shall constitute the entire agreement between the Parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.

C. This Agreement shall become effective November 14, 2016 or sooner if Employee enters employment before said date.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

E. In the event Employee ceases being employed by Employer it is understood that employees and officers of Employer may answer and respond to inquiries about Employee. However, it is understood between Employer and Employee that any such other communications or contracts are beyond the scope of the service or employment of such officers or employees and they shall be individually liable for any claim for damages resulting there from.

IN WITNESS WHEREOF, the City of Marshalltown, Iowa, has caused this Agreement to be signed by its Mayor and attested by its City Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

Employer:

Employee:

JAMES LOWRANCE, MAYOR

JESSICA KINSER

DATE: _____

DATE: _____

ATTEST:

Shari L. Coughenour, City Clerk



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

September 20, 2016

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

From: Justin Nickel
Director of Public Works

Re: State Transit Assistance Agreement 2016-2017 – Iowa DOT for Marshalltown
Municipal Transit purchase of one heavy duty bus

Policy Issue: City policy requires approval of Intergovernmental Agreements

Recommendation: Staff recommends approving the agreement with the Iowa DOT.

Background: This agreement with the Iowa DOT is for the purpose of financing the purchase of one heavy duty bus. The State will pay 85% of the cost, up to \$349,350. The agreement is valid from October 1, 2015 until September 30, 2018. Currently, the purchase of the new bus is included in the CIP for FY 2018.

Budget Impact: The City shall receive reimbursement of eligible costs up to \$349,350. The City's anticipated share may be \$61,650.

Attachment: State Transit Assistance Agreement

cc: Randy Wetmore, City Administrator

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



**TRANSIT JOINT PARTICIPATION AGREEMENT
TO IMPLEMENT A FEDERAL TRANSIT ADMINISTRATION (FTA)
BUS AND BUS FACILITIES PROJECT [CFDA 20.526]**

WHEREAS, the Iowa Department of Transportation (hereinafter called the DEPARTMENT) has, in accordance with Chapter 324A of the Code of Iowa, secured a grant under 49 U.S.C. 5339 from the Federal Transit Administration on behalf of Iowa public transit systems, and

WHEREAS, the **City of Marshalltown (Marshalltown Municipal Transit)** (hereinafter called the AGENCY) has been duly designated as a public transit system by local officials, in accordance with Chapter 324A of the Code, and

WHEREAS, Grant IA-2016-019 includes the project detailed below, programmed for the AGENCY:

Description of Project Element	FTA Code	Federal Funds Ceiling	% Federal Participation
1. One heavy duty bus (repl 922)	11.12.15	\$ 349,350	85%
Total Federal Ceiling:		\$ 349,350	

NOW, THEREFORE, THE DEPARTMENT AND THE AGENCY HAVE AGREED THAT THE AGENCY shall proceed with implementation of the above-described project, subject to all terms, conditions and obligations connected with the federal grant, and also subject to such policies, procedures and conditions as have been established by the DEPARTMENT and which are documented in Part II of this AGREEMENT (found at http://www.iowadot.gov/transit/joint_participation.html).

BE IT FURTHER AGREED THAT THE DEPARTMENT shall reimburse the AGENCY for eligible costs of implementing each element of said project at the participation rate(s) and subject to the funding ceiling(s) delineated above.

THIS AGREEMENT TO BE IN EFFECT from **October 1, 2015** through **September 30, 2018**. [Any project element not obligated twelve months prior to the original expiration date of this AGREEMENT will be forfeited, unless prior written approval of other arrangements is received from the DEPARTMENT.]

IN WITNESS WHEREOF, the parties hereunto have caused this AGREEMENT to be executed by their proper officials thereunto duly authorized as of the dates below indicated, in consideration of the mutual covenants, promises and representations herein.

For The AGENCY:

James L. Lowrance, Mayor
City of Marshalltown

For the DEPARTMENT:



Stuart Anderson, Director
Planning, Programing and Modal Division
Iowa Department of Transportation



James L. Lowrance, Mayor
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

September 21st, 2016

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

From: Justin Nickel
Director of Public Works

Re: Prj # 76016005 Change Order #1 – Con-Struct, for the Craig Circle Rebuild Project in the City of Marshalltown.

Policy Issue: City policy requires all Change Orders to be approved and reported in the same manner as the original contract.

Recommendation: Staff recommends approving Change Order #1 which decreases the contract total by \$1,752.75.

Background: Change Order #1 includes an increase in 4" Choke Stone subbase quantity, a decrease in Storm Sewer Intake Lid Reconstruction, an increase in Mating and Extra Seeding.

Budget Impact: None.

Attachment: Change Order #1

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



RESOLUTION APPROVING CONTRACT CHANGE ORDER #1
FOR THE CRAIG CIRCLE REBUILD PROJECT
PROJECT NUMBER 76016005
A DECREASE OF \$1,752.75

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Construct, Inc., of Marshalltown, IA, for the labor and material for the Craig Circle Rebuild Project 76016005; and

WHEREAS A decrease is requested for adjust for final quantities to successfully complete the project for the Craig Circle Rebuild Project in the amount of \$1,752.75.

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

Section1. That the contract Change Order #1 for the Craig Circle Rebuild Project 76016005, in the decreased amount of \$1,752.75 is hereby accepted and approved.

Passed this 26th day of September 2016, and signed this _____ day of _____ 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

CHANGE ORDER #1

OWNER: CITY OF MARSHALLTOWN, IOWA
DEPARTMENT OF PUBLIC WORKS

CONTRACTOR: CON-STRUCT
1710 E. MAIN ST.
MARSHALLTOWN, IOWA 50158
SUBJECT: CHANGE ORDER #1

PROJECT: CRAIG CIRCLE REBUILD PROJECT

PROJECT NUMBER: 76016005

DATE: SEPTEMBER 21ST, 2016

You are hereby ordered to make the following changes from the plans or do the following work on your contract for the above referenced project.

A) DESCRIPTION OF CHANGES TO BE MADE OR EXTRA WORK TO BE DONE:

CONTRACT ITEMS:

- 7001) Decrease the amount of **Pavement Removal** by **144.6** square yards
- 7002) Decrease the amount of **Excavation, Class 13** by **1.4** cubic yards
- 7003) Decrease the amount of **7" PCC w/Integral Curb, Class C & M, w/Manhole Adjustment** by **2.5** square yards
- 7004) Increase the amount of **4" Choke Stone Subbase** by **107.5** square yards
- 7005) Decrease the amount of **6" Macadam Stone Base** by **13.9** square yards
- 7006) Decrease the amount of **Triax Geo Grid Fabric** by **13.9** square yards
- 7007) Decrease the amount of **6" PCC Driveway, Removal & Replace, Class M, 2% CACL** by **4.8** square yards
- 7008) Decrease the amount of **Storm Sewer Intake Lid Reconstruction** by **2.0** each

NON-CONTRACT ITEMS (EXTRA WORK ORDER)

- 8001) Mating and Extra Seeding

B) REASON FOR ORDERING CHANGES OR EXTRA WORK:

CONTRACT ITEMS:

- 7001) The decrease in the amount of Pavement Removal is due to the balancing out of final quantities
- 7002) The decrease in the amount of Excavation, Class 13 is due to the balancing out of final quantities
- 7003) The decrease in the amount of 7" PCC w/ Integral Curb, Class C & M, w/ Manhole Adjustment is due to the balancing out of final quantities
- 7004) The increase in the amount of 4" Choke Stone Subbase was due to areas of poor subbase conditions
- 7005) The decrease in the amount of 6" Macadam Stone Base is due to the balancing out of final quantities
- 7006) The decrease in the amount of Triax Geo Grid Fabric is due to the balancing out of final quantities
- 7007) The decrease in the amount of 6" PCC Driveway, Removal & Replace, Class M, 2% CACL is due to the balancing out of final quantities
- 7008) The decrease in the amount of Storm Sewer Intake Lid Reconstruction is due to the balancing out of final quantities

NON-CONTRACT ITEMS (EXTRA WORK ORDER)

- 8001) The addition of Mating and Extra Seeding was due to erosion problems encountered in areas adjacent to the paving

Original Contract Price:	\$286,762.00
Change Order #1:	<u>\$ (1,752.75)</u>
Final Contract Price:	\$285,009.25

Receipt is acknowledged of this change order and terms of settlement are hereby agreed to.

CONTRACTOR: CON-STRUCT

CITY ENGR:

BY:

DATE:

DATE:

PROJECT ENGR:

DATE:



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

September 21, 2016

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

From: Justin Nickel
Director of Public Works

Re: Agreement – Fox Engineering Associates, Inc. for engineering services for 2016 Manhole and Point Repair Project

Policy Issue: City policy requires Governing Body approval of engineering services agreements.

Recommendation: Staff recommends approving the Agreement with Fox for design of the 2016 Manhole and Point Repair Project for a fee not to exceed \$58,000.

Background: Fox's services include planning, engineering design, construction documents and bidding phase services for point repairs, lamp hole replacements with manholes, and manhole replacement in preparation for the 2016 CIPP project. These repairs are required as part of the Consent Decree mandated by the Iowa Department of Natural Resources.

Budget Impact: The Sanitary Sewer budget has sufficient funds included for design of this project.

Attachment: Agreement.

cc: Randy Wetmore, City Administrator

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



RESOLUTION APPROVING ENGINEERING SERVICES CONTRACT WITH FOX
ENGINEERING ASSOCIATES INC., AND THE CITY OF MARSHALLTOWN FOR
THE 2016 MANHOLE AND POINT REPAIR PROJECT IN THE CITY OF
MARSHALLTOWN, IOWA, BEING PROJECT NUMBER 59016002 IN THE
AMOUNT OF \$58,000.00

WHEREAS Engineering Services are required for project design and construction
and;

WHEREAS FOX Engineering Associates, Inc., of Ames, IA, has executed a contract for
Engineering Services and has filed its insurance certificate covering the full amount of
said engineering services 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:

Section 1. That the contract for Engineering Services for the 2016 Manhole and Point
Repair Project in the amount of \$58,000.00, be accepted and approved.

Passed this 26th day of September 2016, and signed this ____ day of September 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN, IOWA

PUBLIC WORKS DEPARTMENT

**STANDARD AGREEMENT
FOR
ENGINEERING SERVICES**

THIS AGREEMENT, is between the City Council, City of Marshalltown, Iowa (Owner) and FOX Engineering Associates, Inc. (Engineer) (the parties);

WITNESSETH:

WHEREAS, the Owner wishes to employ the Engineer to perform professional engineering services on The **2016 Manhole and Point Repair Project – Number 59016002**. These services include providing planning, preliminary and final engineering design, bidding, and construction phase services services for point repairs, lamp hole replacements with manholes, and manhole replacement in preparation for the 2016 CIPP project. Manholes are necessary to gain access to the lines for televising, cleaning and for the 2016 cured-in-place-pipe (CIPP) project. WHEREAS, the Owner requires certain engineering services in connection with the Project (the Services); and, WHEREAS, the Engineer is prepared to provide the Services; NOW THEREFORE, in consideration of the promises contained in this Agreement, the Owner and Engineer agree to the following:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be _____, 2016.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Iowa and the codes of the City of Marshalltown, Iowa.

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform the Services described in Exhibit A, Scope of Services, in accordance with applicable sections of the City of Marshalltown Storm and Sanitary Sewer Specifications, the Iowa Statewide Urban

Standard Specifications for Public Improvements, the Iowa Statewide Urban Design Standards for Public Improvements, which attachment is made part of this Agreement.

ARTICLE 4 - COMPENSATION

Owner shall pay Engineer in accordance with the Exhibit B, Compensation which attachment is made part of this Agreement.

ARTICLE 5 – OWNER’S RESPONSIBILITIES

Owner shall be responsible for all matters described in Exhibit C, Owner's Responsibilities which attachment is made part of this Agreement.

ARTICLE 6 - SUPPLEMENTAL AGREEMENTS

The provisions set forth in Exhibit D, Supplemental Agreements shall be incorporated into this Agreement and made part of this Agreement.

ARTICLE 7 - PROJECT SCHEDULE

The provisions set forth in the Exhibit E, Project Schedule shall be incorporated into this Agreement and made part of this Agreement.

ARTICLE 8 - STANDARD OF CARE

Engineer shall exercise the same degree of care, skill, and diligence in the performance of Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances.

ARTICLE 9 - INDEMNIFICATION AND INSURANCE

Engineer hereby agrees to indemnify and hold harmless Owner and any of its departments, divisions, agencies, officers, and employees and elected officials from all loss, damage, cost, or expenses specifically including attorneys' fees and other expenses of litigation incurred by or on behalf of the Owner and any of its officers, employees or elected officials arising out of Engineer's negligent performance of Services under this Agreement.

Engineer specifically agrees that this duty to indemnify and hold harmless will apply to the following:

- a. Injury or damages received or sustained by any party because of the negligent acts, errors, or omissions of the Engineer, its employees, agents, or subcontractors.

Engineer shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure him against claims and liabilities which arise because of the execution of this Agreement.

The insurance coverages are as follows:

- (1) Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- (2) Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
- (3) Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
- (4) Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.

Prior to issuance of the Notice to Proceed by Owner, Engineer shall have on file with Owner certificates of insurance acceptable to Owner. Said certificates of insurance shall be filed with Owner in January of each year or may be submitted with each Agreement.

Engineer shall also maintain valuable papers insurance to assure the restoration of any plans, drawings, field notes or other similar data relating to the work covered by this Agreement, in the event of their loss or destruction, until such time as the work has been delivered to the Owner.

Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project, (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to the Owner or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Exhibit A, Scope of Services.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project construction schedules, Engineer's opinion of probable construction costs and of construction schedules shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project construction costs will not vary from Engineer's cost estimates or that actual construction schedules will not vary from Engineer's projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to the Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Any verification or adaptation requested by Owner shall entitle Engineer to compensation at rates to be agreed upon by Owner and Engineer.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the sole property of Owner, however, that both Owner and Engineer shall have the unrestricted right to their use. Engineer shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property protected under the copyright laws

of the United States. Rights to intellectual property developed, utilized, or modified in the performance of services shall remain the property of Engineer. Owner shall have the unlimited right to the use of intellectual property developed, utilized, or modified in the performance of the Services at no additional cost to the Owner.

ARTICLE 14 - TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all Services performed prior to the date of the termination notice. Upon restart, an adjustment acceptable to Owner and Engineer shall be made to Engineer's compensation.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither Owner nor Engineer shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; sabotage, judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

Should such circumstances occur, the nonconforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement

For delays in performance by Engineer, as set forth in Attachment E, Project Schedule, which are caused by circumstances which are within its control, such delays shall be documented on the Engineer's Project Performance Evaluation form. Said form shall be completed at the conclusion of Project and acknowledged by

both Owner and Engineer. Completed form shall be retained by Owner for a period of five years and reviewed prior to consultant selection for City projects.

In the event Engineer is delayed in the performance of Services because of delays caused by Owner, Engineer shall have no claim against Owner for damages or contract adjustment other than an extension of time.

ARTICLE 16 - COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the address specified below:

Engineer: FOX Engineering, Associates, Inc.
Steven Soupir, Project Manager
414 S. 17th St, Suite 107
Ames, Iowa 50010
(515) 233-0000

Owner: Justin Nickel, P.E.
Public Works Director/City Engineer
24 N. Center Street
Marshalltown, Iowa 50158
(641)754-5734

Nothing contained in the Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

ARTICLE 17 - WAIVER

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 19 - INTEGRATION

This Agreement represents the entire and integrated Agreement between Owner and Engineer. All prior and contemporaneous communications, representations, and Agreements by Engineer, whether oral or written, relating to the subject matter of this Agreement, and as set forth in Attachment D, and Supplemental Agreements are hereby incorporated into and shall become a part of this Agreement.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

Owner and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

ARTICLE 21 - ASSIGNMENT

Neither Owner nor Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services; however, other Agreements to the contrary notwithstanding, in the event Engineer employs independent consultants, associates, and subcontractors to assist in performance of the Services, Engineer shall be solely responsible for the negligent performance of the independent consultants, associates, and subcontractors so employed.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

ARTICLE 23 – RELATIONSHIP OF PARTIES

Nothing contained herein shall be construed to hold or to make the Owner a partner, joint venturer, or associate of Engineer, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties hereto is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

Contract No. _____
Project No. 59016002

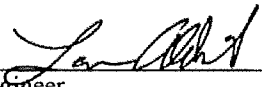
IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement.

James Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Date



Engineer

By: Lance Aldrich, P.E., Principal
FOX Engineering Associates, Inc.

**EXHIBIT A
TO
AGREEMENT FOR ENGINEERING SERVICES**

Engineer's Scope of Services

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Not included.

A1.02 Preliminary Design Phase – Not Applicable

A1.03 Final Design Phase

A. Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute.

2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.

3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.

4. Perform or provide the following additional Final Design Phase tasks or deliverables:

a. Prepare IDNR construction permit application documents and assist OWNER in obtaining necessary permit(s).

b. A Storm Water Pollution Prevention Permit is not anticipated to be necessary on this project.

5. Prepare Bidding Documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Furnish five (5) review copies of the Bidding Documents and any other deliverables to Owner.

6. Revise the Bidding Documents in accordance with comments and instructions from the Owner, as appropriate, and submit five final copies of the Bidding Documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner.

B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A1.03.A.6 have been delivered to Owner.

A1.04 Bidding or Negotiating Phase

A. After acceptance by Owner of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process contractor deposits or charges for the Bidding Documents.

2. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.

3. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

A1.05 Construction Phase – Not Applicable

PART 2 -- ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A1.01.A.4.

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

6. Providing Construction Phase services beyond the original date for final completion of the Work.

A2.02 Additional Services Not Requiring Owner's Written Authorization

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

3. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

4. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.

(End of Exhibit A)

**EXHIBIT B
TO
AGREEMENT FOR ENGINEERING SERVICES**

COMPENSATION - Payments to ENGINEER for Services and Reimbursable Expenses

For the services covered by this Agreement, the Owner agrees to pay the Engineer as follows:

B1.01 Compensation For Basic Services -- Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A as follows:

1. A Lump Sum amount of \$58,000 on the following assumed distribution of compensation as included in the Agreement for Engineering Services scope of services dated August 18, 2016:

a. Final Design (Fixed Fee)	\$49,500
b. IDNR Permits (Fixed Fee)	\$2,500
c. Bidding Services (Fixed Fee)	\$6,000
2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
3. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B1.02 Compensation For Basic Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A as follows:

1. None

B1.03 Compensation For Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.
2. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.
3. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in paragraph B1.02.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer's Consultant's charges.
4. The amounts billed for Engineer's services under paragraph B1.02 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultant's charges.
5. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of December 2016) to reflect equitable changes in the compensation payable to Engineer.

B. Compensation For Reimbursable Expenses

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under paragraph B1.01 and are directly related to the provision of Additional Services.
2. Reimbursable Expenses include the following categories: transportation; and, if authorized in advance by Owner, overtime work requiring higher than regular rates. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to Additional Services, the latter multiplied by a factor of 1.0.

B1.04 Compensation Procedures

- A. Payments shall be made monthly in amounts which are consistent with the amount of engineering services provided, as determined by the Engineer.
- B. The entire amount of each statement shall be due and payable upon receipt by the Owner.
- C. It is understood and agreed:
 - a. That the Engineer shall start the performance of the Services within 10 days of receipt of a notice to proceed and shall complete the work in accordance with the contract times set forth in the Exhibit E, Project Schedule.
 - b. That the Engineer shall keep records on the basis of generally accepted accounting practice of costs and expenses which records shall be available for inspection at all reasonable times.

(End of Exhibit B)

**EXHIBIT C
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner's Responsibilities

C1.01 Owner will furnish, as required by the Work and not at the expense of the Engineer, the following items:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project.

B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Property, boundary, easement, right-of-way, and other special surveys or data.
4. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
5. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

E. Arrange for access to and make provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

F. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer and render in writing timely decisions pertaining thereto.

G. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

H. Provide, as required for the Project:

1. Placement and payment for advertisement for Bids in appropriate publications.

I. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

J. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

K. Designate one City of Marshalltown employee as the Owner representative with respect to all services to be rendered under this Agreement. This individual shall have the authority to transmit instructions, receive information and to interpret and define Owner's policies and decisions pertinent to the Engineer's services.

(End of Exhibit C)

**EXHIBIT D
TO
AGREEMENT FOR ENGINEERING SERVICES**

Supplemental

Agreements

Owner and Engineer agree that the following communications, representations, and Agreements by Engineer, whether oral or written, relating to the subject matter of the Agreement are hereby incorporated into and shall become a part of the Agreement as set forth in ARTICLE 19 – INTEGRATION.

1. *Engineer's Liability Limited to Amount of Insurance Proceeds.* Engineer shall procure and maintain insurance as required by and set forth in this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$1,000,000.00

2. *Delays.* The ENGINEER is not responsible for delays caused by factors beyond the ENGINEER's reasonable control.

**EXHIBIT E
TO
AGREEMENT FOR ENGINEERING SERVICES**

Project Schedule

Owner and Engineer recognize that the schedule is critical to the completion of the project and that Owner may suffer financial loss if the work is not completed within the times stipulated herein, plus any extensions thereof. Accordingly, Engineer has established time intervals, in calendar days, for submittals at various stages of the project as detailed below.

As each actual submittal date occurs, Engineer shall meet with Owner to discuss the progress of the work and the actual submittal date shall be documented. If project is behind schedule, the reason shall be recorded. Engineer shall not be responsible for the time required by Owner's representative to review Engineer's submittal. When review is complete, Owner shall, in writing, authorize Engineer to proceed to the next submittal date. After final submittal date, Engineer and Owner shall meet to evaluate Engineer's performance with regard to design schedule. An Engineer's Project Performance Evaluation form shall be completed and acknowledged by both Owner and Engineer. Completed form shall be retained by Owner for a period of five years and reviewed prior to consultant selection for City projects. Past performance shall be accounted for on the evaluation sheet used to rank consultants during the interview process.

If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

Engineer will submit to the City progress reports at weekly intervals in conformity with the official project schedule.

1. Engineer will make submissions to Owner based on the following schedule.
 - a. Final Design – February 24, 2017
 - b. IDNR Permits and Bidding Services – April 28, 2017



AGREEMENT FOR ENGINEERING SERVICES

Aspen Business Park | 414 South 17th Street, Suite 107 | Ames, Iowa 50010

August 18, 2016

Justin Nickel, P.E.
Public Works Director
City Hall
36 N. Center Street
Marshalltown, Iowa 50158

RE: Proposal/Agreement for Engineering Services
Marshalltown Manhole Rehabilitation Project Phase I Scope of Services
FOX File No. 2407-15A
City Pro. No. 59016002

Dear Mr. Nickel:

Thank you for contacting FOX Engineering Associates, Inc. regarding your need for engineering services related to the **Marshalltown Manhole Rehabilitation Project**, hereafter referred to as the Project. Based on our discussions, the following scope of services will be included in the attached Agreement for Engineering Services for the sanitary sewer project:

- Design Phase Services
- Bidding Phase Services

In response to your request, we are pleased to submit our scope of services to the attached Engineering Agreement for your consideration.

Scope of Services

Items included in this task series are those that FOX has identified as likely required for completion of the project. Our Basic Services will consist of the following work items:

DESIGN PHASE SERVICES

Task 420 – Final Design

This task will include final design including construction plans and specifications for the Marshalltown Manhole and Point Repair project, Phase I. This task will include the following:

- a. Review of previously completed project information including televising data.
- b. Drawings and specifications
- c. Opinion of probable construction costs
- d. Coordination of design with the city staff

This project includes completing design for Phase I of the manhole rehabilitation project. The remaining project Phases II and III will be completed under separate agreements for engineering services as requested by the City.

Task 430 – IDNR Construction Permit

This task will include submitting for the necessary construction permits from the IDNR wastewater section.

BIDDING PHASE SERVICES

Task Series 440– Bidding Services

FOX Engineering will complete bidding services including the following:

- Assist the city with bid advertising
- Distribute bid documents
- Respond to bidder inquiries
- Attend bid opening
- Evaluate bids

Fees and Schedule

The fees for the Project shall be as follows:

- Final Design - \$49,500 - Fixed Fee
- IDNR Permits \$2,500 - Fixed Fee
- Bidding Services - \$6,000 – Fixed Fee

The total for engineering design and bidding phase services is \$58,000.

We will be able to start work on the Project within 10 days of our receipt of a signed agreement from you. The approximate benchmark dates for this project are:

- Final Design – February 24, 2017
- IDNR Permits and Bidding Services – April 28, 2017

If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of the fees and schedule, taking into consideration the impact of such delay.

Special Notes

1. If you have special contact or communication requirements, you will need to advise us accordingly.
2. You will need to make available to us all pertinent existing data as well as full information as to your requirements, including any special or extraordinary services.
3. It is necessary that you advise us in writing at an early date if you have budgetary limitations for the project. FOX will endeavor to work within the budget limitations provided. If you request, we will submit to you at milestones in the project, our opinion as to the probability of completing the project within your budget, and, where appropriate, request an adjustment in the budget or a revision in the extent of the project.

-
4. The fees presented do not include any additional environmental assessments. FOX Engineering will provide assistance to the City of Marshalltown for completion of these services.

This Agreement and the referenced City of Marshalltown Public Works Department Standard Agreement for Engineering consisting of eight (8) pages, with exhibits and appendix, represents the entire understanding between the City of Marshalltown and FOX Engineering Associates, Inc. in respect to the Project, and may only be modified in writing signed by both parties. If this Agreement satisfactorily sets forth your understanding of the Project, our services, and your responsibilities, please execute each of two (2) copies in the space provided in the attached Agreement.

Respectfully Submitted,
FOX Engineering Associates, Inc.


Project Manager
Steven Soupir, P.E., CFM


Principal
Lance Aldrich, P.E.

(This Proposal is open for acceptance for 30 days from the date of issuance, unless extended in writing by us.)

Attachments: City of Marshalltown Public Works Department Standard Agreement for Engineering - 8 pages
with Exhibits and Appendix



James L. Lowrance, Mayor
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

September 20, 2016

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

From: Justin Nickel
Director of Public Works

Re: Project # 76015002 Statement of Completion – Con-Struct, Inc. for the Columbus and Crestview Repair Project in the City of Marshalltown.

Policy Issue: City policy requires all Certificates of Completion to be approved and reported in the same manner as the original contract.

Recommendation: Staff recommends approving the Certificate of Completion.

Background: Work was completed to satisfaction with the contract. The Statement of Completion is being recommended for approval.

Budget Impact: None.

Attachment: Statement of Completion

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



RESOLUTION APPROVING CERTIFICATE OF COMPLETION
AND FINAL PROJECT COSTS WITH CON-STRUCT, INC., IN THE AMOUNT OF
\$239,054.50 FOR CONSTRUCTION OF THE 2015 COLUMBUS DR. AND
CRESTVIEW DR. REPAIR PROJECT
IN THE CITY OF MARSHALLTOWN, IOWA,
BEING PROJECT NO. 76015002

WHEREAS, the City of Marshalltown, Iowa has heretofore entered into a contract for labor and material for the Project.

WHEREAS, said project has been completed by CON-STRUCT, INC. of Marshalltown, Iowa, pursuant to the plans and specifications covering said project.

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

That the labor and material for the 2015 Columbus Dr. and Crestview Dr. Repair Project, being project number 76015002, is hereby accepted pursuant to the Engineer's Statement of Completion for the final project cost of \$239,054.50.

BE IT FURTHER RESOLVED that the Mayor and City Clerk is hereby authorized and directed to do all things necessary to complete the contract with CON-STRUCT, INC. including the payment of the items called for in said contract and approved for final payment.

Passed this 26th day of September, 2016 and signed this _____ day of September, 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN, IOWA

CERTIFICATE OF COMPLETION AND FINAL ACCEPTANCE WORK

CONTRACTOR: CON-STRUCT, INC. PROJECT NO.: 76015002

ADDRESS: 1710 E. Main Street, Marshalltown, IA. 50158

SURETY: Merchants Bonding Company

ADDRESS: 2100 Fleur Dr. Des Moines, IA. 50321

KIND OF WORK: Asphalt Street Repair

CONTRACT COMPLETION DATE: August 14th, 2015

This is to certify that the work covered by the contract with Con-Struct, Inc.

On the above project, let April 30th, 2015 and dated June 3rd, 2015 with an original contract amount of \$231,662.50 consisting of 2015 Columbus Dr. and Crestview Dr. Repair Project and located in the City of Marshalltown was completed on the 5th day of August, 2015 and that the materials listed on the attached final estimate were delivered and placed by the Contractor.

Final Contract Amount: \$239,054.50 Liquidated Damages: None

Retainage less the liquidated damages: None

Tax Form ST-172 Rec'd X Lien Waivers Received: None I hereby further certify that this report was prepared by me or under my direct personal supervision and that I am a duly registered Professional Engineer under the laws of the State of Iowa and I hereby recommend acceptance of this work.

Signed: Justin E. Nickel Iowa Reg. No. 18950 Date: 8/23/16

Justin E. Nickel, PE, City Engineer

APPROVED AND WORK ACCEPTED BY THE CITY OF MARSHALLTOWN, IOWA

By: _____
James L. Lowrance, Mayor

Attest: _____
Shari L. Coughenour, CMC, City Clerk



James L. Lowrance, Mayor
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

September 20, 2016

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

From: Justin Nickel
Director of Public Works

Re: Prj # 76016008 - Change Order #1 and Statement of Completion – Denco Highway Const. Corp. for construction services for the 2016 PCC Crack & Joint Sealing Project in the City of Marshalltown.

Policy Issue: City policy requires Governing Body approval of all Change Orders and Certificates of Completion.

Recommendation: Staff recommends approving Change Order #1 and the Statement of Completion with Denco Highway Const. Corp. for construction services for the 2016 PCC Crack & Joint Sealing Project in the City of Marshalltown.

Background: Work was completed to satisfaction with the contract. This Change Order #1 and the Statement of Completion are being recommended for approval.

Budget Impact: The 2016 G.O. Bond has sufficient funds included for the improvements of this project.

Attachment: Change Order #1 and Statement of Completion

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



RESOLUTION APPROVING CONTRACT CHANGE ORDER #1 FOR
2016 PCC CRACK AND JOINT SEAL PROJECT NUMBER 76016008
AN INCREASE OF \$17,305.56

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Denco Highway Construction Corp., of Mingo, IA, for the labor and material for the 2016 PCC Crack and Joint Seal Project 76016008; and

WHEREAS an increase is requested for final quantity adjustment for the 2016 PCC Crack and Joint Seal Project in the amount of \$17,305.56.

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

Section 1. That the contract Change Order #1 for the 2016 PCC Crack and Joint Seal Project 76016008, in the increased amount of \$17,305.56 is hereby accepted and approved.

Passed this 26th day of September 2016, and signed this _____ day of _____ 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

CHANGE ORDER #1

OWNER: CITY OF MARSHALLTOWN, IOWA
DEPARTMENT OF PUBLIC WORKS

CONTRACTOR: DENCO Highway Const. Corp.
416 E. Main St.
Mingo Iowa 50168

PROJECT: 2016 PCC CRACK & JOINT SEAL PROJECT

SUBJECT: CHANGE ORDER #1

PROJECT NUMBER 76016008

DATE: September 20th, 2016

You are hereby ordered to make the following changes from the plans or do the following work on your contract for the above referenced project.

A) DESCRIPTION OF CHANGES TO BE MADE OR EXTRA WORK TO BE DONE:

CONTRACT ITEMS:

- 7001) Decrease the amount of Crack and Joint Cleaning & Filling by 7,393.0 linear feet.
- 7002) Increase the amount of Sealer Material by 25,290 lbs.

B) REASON FOR ORDERING CHANGES OR EXTRA WORK:

CONTRACT ITEMS:

- 7001) The decrease in the amount of Crack and Joint Cleaning & Filling was due to the deletion of streets to be sealed due to deterioration of the street.
- 7002) The increase in the amount of Sealer Material was due to having large cracks after work began.

Original Contract Price:	\$133,200.00
Change Order #1:	\$ 17,305.56
Final Contract Price:	\$150,505.56

Receipt is acknowledged of this change order and terms of settlement are hereby agreed to.

CONTRACTOR: DENCO Highway Const. Corp.

CITY ENGR:

BY:

DATE:

DATE:

PROJECT ENGR:

DATE:

RESOLUTION APPROVING CERTIFICATE OF COMPLETION
AND FINAL PROJECT COSTS WITH DENCO HIGHWAY CONSTRUCTION CORP.
IN THE AMOUNT OF \$150,505.56 FOR CONSTRUCTION OF THE
2016 PCC CRACK AND JOINT SEAL PROJECT IN THE CITY OF
MARSHALLTOWN, IOWA,
BEING PROJECT NO. 76016008

WHEREAS, the City of Marshalltown, Iowa has heretofore entered into a contract for labor and material for the 2016 PCC Crack and Joint Seal Project.

WHEREAS, said project has been completed by DENCO Highway Construction Corp., of Mingo, Iowa, pursuant to the plans and specifications covering said project.

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

That the labor and material for the 2016 PCC Crack and Joint Seal Project, being project number 76016008, is hereby accepted pursuant to the Engineer's Statement of Completion for the final project cost of \$150,505.56.

BE IT FURTHER RESOLVED that the Mayor and City Clerk is hereby authorized and directed to do all things necessary to complete the contract with DENCO Highway Construction Corp., including the payment of the items called for in said contract and approved for final payment.

Passed this 26th day of September 2016, and signed this ____ day of September 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN, IOWA

CERTIFICATE OF COMPLETION AND
FINAL ACCEPTANCE WORK

CONTRACTOR: Denco Highway Const. Corp. PROJECT NO.: 76016008

ADDRESS: 416 E. Main St., Mingo Iowa 50168

SURETY: Merchants Bonding Company ADDRESS: 2100 Fleur Dr. Des Moines, IA 50321

KIND OF WORK: 2016 PCC Crack & Joint Sealing Project

CONTRACT COMPLETION DATE: September 30th, 2016

This is to certify that the work covered by the contract with Highway Const. Corp. on the above project, let May 31, 2016 and dated June 13th, 2016, with original contract amount of \$133,200.00 consisting of 2016 PCC Crack & Joint Sealing Project and located in Marshalltown, IA was completed on the 24th day of August, 2016, and that the materials listed on the attached final estimate were delivered and placed by the Contractor.

Final Contract Amount: \$150,505.56 Retainage: \$7,525.28

I hereby further certify that this report was prepared by me or under my direct personal supervision and that I am a duly registered Professional Engineer under the laws of the State of Iowa and I hereby recommend acceptance of this work.

Signed:  Iowa Reg. No. 14722
Justin E. Nickel, P.E. City Engineer
Date: 9/21/16

APPROVED AND WORK ACCEPTED BY THE CITY OF MARSHALLTOWN, IOWA

By: _____
James L. Lowrance, Mayor

Attest: _____
Shari L. Coughenour, CMC, City Clerk



James L. Lowrance, Mayor
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

September 7, 2016

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

From: Justin Nickel
Director of Public Works

Re: Prj # 76016006 Change Order #1 – Brycon LLC, for the 2016 PCC Repair Project in the City of Marshalltown.

Policy Issue: City policy requires all Change Orders to be approved and reported in the same manner as the original contract.

Recommendation: Staff recommends approving Change Order #1 which increases the contract total by \$15,579.20.

Background: Change Order #1 includes an increase in full depth patch quantity, increase in the manhole ring and cover.

Budget Impact: This project has sufficient Road Use funds

Attachment: Change Order #1

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



RESOLUTION APPROVING CONTRACT CHANGE ORDER #1
FOR THE 2016 PCC PATCH REPAIR PROJECT
PROJECT NUMBER 76016006
AN INCREASE OF \$ 15,579.20

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Brycon, LLC., of Marshalltown, IA, for the labor and material for the 2016 PCC Patch Repair Project 76016006; and

WHEREAS An increase is requested for adjust for final quantities to successfully complete the project for the 2016 PCC Patch Repair Project in the amount of \$15,579.20

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

Section1. That the contract Change Order #1 for the 2016 PCC Patch Repair Project 76016006, in the increased amount of \$15,579.20 is hereby accepted and approved.

Passed this 26th day of September 2016, and signed this _____ day of _____ 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

CHANGE ORDER #1

OWNER: CITY OF MARSHALLTOWN, IOWA
DEPARTMENT OF PUBLIC WORKS

CONTRACTOR: BRYCON, LLC
911 N. CENTER ST.
MARSHALLTOWN IOWA 50158

PROJECT: 2016 PCC PATCH REPAIR PROJECT

SUBJECT: CHANGE ORDER #1

PROJECT NUMBER 76016006

DATE: August 24th, 2016

You are hereby ordered to make the following changes from the plans or do the following work on your contract for the above referenced project.

A) DESCRIPTION OF CHANGES TO BE MADE OR EXTRA WORK TO BE DONE:

CONTRACT ITEMS:

7001) Increase the amount of **Full Depth Patch, w/6" Choke Stone Base** by 188.6 square yards.

7002) Increase the amount of the **Manhole Ring and Cover Replacement w/Wrapid Seal** by 1.0 each.

B) REASON FOR ORDERING CHANGES OR EXTRA WORK:

CONTRACT ITEMS:

7001) The increase in the amount of Full Depth Patch, w/6" Choke Stone Base was due in part to finding additional deteriorated pavement adjacent to patches spelled out in the contract.

7002) The increase in the number of Manhole Ring and Cover Replacement w/Wrapid Seal was due to having a manhole in a deteriorated portion of pavement that was included in the project after work began.

Original Contract Price:	\$209,168.00
Change Order #1:	<u>\$ 15,579.20</u>
Final Contract Price:	\$224,747.20

Receipt is acknowledged of this change order and terms of settlement are hereby agreed to.

CONTRACTOR: BRYCON, LLC

CITY ENGR: _____

BY: _____

DATE: _____

DATE: _____

PROJECT ENGR: _____

DATE: _____

CITY OF MARSHALLTOWN
PROJECT NO. 76016006
2016 PCC PATCH REPAIR PROJECT

CHANGE ORDER #1
(FINAL QUANTITIES)

CONTRACTOR: BRYCON, LLC

CONTRACT AMOUNT: \$209,168.00

ITEM NO.	ITEM	QUANTITY	UNIT	CONTRACT PRICE	COMPLETE TO DATE	DOLLAR AMOUNT
1	FULL DEPTH PATCH, 8" PCC, w/6" CHOKE STONE BASE	2,419.0	SY	\$72.00	2,607.6	\$187,747.20
2	MANHOLE RING & COVER REPLACEMENT w/WRAPID SEAL	5.0	EA	\$2,000.00	6.0	\$12,000.00
3	TRAFFIC CONTROL	1.0	LS	\$7,000.00	1.0	\$7,000.00
4	SEED, FERTILIZE, AND MULCH	1.0	LS	\$1,000.00	1.0	\$1,000.00
5	MOBILIZATION	1.0	LS	\$17,000.00	1.0	\$17,000.00

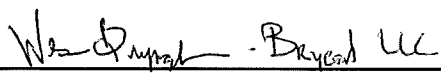
Total Items 1-5 \$224,747.20

Total Cost: \$224,747.20

Original Contract Amount: \$209,168.00

Final Quantities Cost Adjustment: \$15,579.20

NEW CONTRACT AMOUNT \$224,747.20


APPROVED BY
CONTRACTOR

Justin Nickel, P.E.
Public Works Director/City Engineer



James L. Lowrance, Mayor
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

September 20th, 2016

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

From: Justin Nickel
Director of Public Works

Re: Prj # 76016006 – Statement of Completion – Brycon, LLC for construction services for the 2016 PCC Repair Project in the City of Marshalltown.

Policy Issue: City policy requires Governing Body approval of all Change Orders and Certificates of Completion.

Recommendation: Staff recommends approving the Statement of Completion with Brycon, LLC for construction services for the 2016 PCC Repair Project in the City of Marshalltown.

Background: Work was completed to satisfaction with the contract. The Statement of Completion is being recommended for approval.

Budget Impact: The Road Use Tax has sufficient funds for the improvements of this project.

Attachment: Statement of Completion

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



RESOLUTION APPROVING CERTIFICATE OF COMPLETION
AND FINAL PROJECT COSTS WITH BRYCON, LLC.,
IN THE AMOUNT OF \$224,747.20 FOR CONSTRUCTION OF THE
2016 PCC PATCH REPAIR PROJECT IN THE CITY OF
MARSHALLTOWN, IOWA,
BEING PROJECT NO. 76016006

WHEREAS, the City of Marshalltown, Iowa has heretofore entered into a contract for labor and material for the 2016 PCC Patch Repair Project.

WHEREAS, said project has been completed Brycon , LLC., of Marshalltown, Iowa, pursuant to the plans and specifications covering said project.

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

That the labor and material for the 2016 PCC Patch Repair Project, being project number 76016006, is hereby accepted pursuant to the Engineer's Statement of Completion for the final project cost of \$224,747.20.

BE IT FURTHER RESOLVED that the Mayor and City Clerk is hereby authorized and directed to do all things necessary to complete the contract with Brycon, LLC., including the payment of the items called for in said contract and approved for final payment.

Passed this 26th day of September 2016, and signed this ____ day of September 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN, IOWA

CERTIFICATE OF COMPLETION AND FINAL ACCEPTANCE WORK

CONTRACTOR: Brycon, LLC PROJECT NO.: 76016006

ADDRESS: 911 N. Center St., Marshalltown, IA. 50158

SURETY: Merchants National Bonding Inc.

ADDRESS: P.O. Box 14498, Des Moines, IA. 50306

KIND OF WORK: Concrete Street Repair

CONTRACT COMPLETION DATE: August 24th, 2016

This is to certify that the work covered by the contract with Brycon, LLC

On the above project, let April 19th, 2016 and dated May 12, 2016 with an original contract amount of \$209,168.00 consisting of 2016 PCC Patch Repair Project and located in the City of Marshalltown was completed on the 24th day of August, 2016 and that the materials listed on the attached final estimate were delivered and placed by the Contractor.

Final Contract Amount: \$224,747.20 Liquidated Damages: None Retainage: \$11,237.36

Tax Form ST-172 Rec'd X Lien Waivers Received: None I hereby further certify that this report was prepared by me or under my direct personal supervision and that I am a duly registered Professional Engineer under the laws of the State of Iowa and I hereby recommend acceptance of this work.

Signed: Justin E. Nickel Iowa Reg. No. 18950 Date: 9/21/16

Justin E. Nickel, PE, City Engineer

APPROVED AND WORK ACCEPTED BY THE CITY OF MARSHALLTOWN, IOWA

By: _____
James L. Lowrance, Mayor

Attest: _____
Shari L. Coughenour, CMC, City Clerk

RESOLUTION AUTHORIZING ACCEPTANCE OF GRANT AWARD NUMBER 2016-09
FROM THE MARTHA-ELLEN TYE FOUNDATION

WHEREAS the City of Marshalltown (hereinafter referred to as the “City”), State of Iowa, is a political subdivision organized and existing under the law and the Constitution of the State of Iowa (the “State”); and

WHEREAS the Marshalltown Parks and Recreation Department applied for a grant from the Martha-Ellen Tye Foundation, to support the completion of an feasibility and assessment plan of the Veterans Memorial Coliseum; and

WHEREAS the Martha-Ellen Tye Foundation has awarded the city a \$25,000 Grant.

WHEREAS the Council has fully examined the request and has found acceptance of the award to be in the best interests of the City of Marshalltown, Iowa, and that the same should now be approved and accepted.

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

Section 1. The City of Marshalltown, Iowa accepts the \$25,000 in grant funds for the following Veterans Memorial Coliseum Planning Project from the Martha-Ellen Tye Foundation.

Section 2. The contract for the grant is hereby approved and ratified by the Council of the City of Marshalltown, Iowa.

Section 3. The Mayor is hereby authorized to execute any and all documents required concerning this matter.

Section 4. This Resolution shall be in full force and effect from and after its passage and adoption as by law required.

Passed this _____ day of September 2016, and signed this ____ day of September 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



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

September 23, 2016

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

From: Anne Selness
Parks and Recreation Director

Michelle Spohnheimer
Housing & Community Development Director

Re: Martha-Ellen Tye Foundation Grant Award for Veterans Memorial Coliseum Planning Project

Policy Issue: The City applied for a grant from the Martha-Ellen Tye Foundation to assist in the planning process allowing a feasibility and assessment plan to be completed related to the use of the Veterans Memorial Coliseum. The application request was for \$25,000. The Foundation selected the City to receive an award in the full amount and has submitted the contract for approval.

Recommendation: Staff recommends acceptance of the award.

Background: The Veterans Memorial Coliseum has served as a prominent historic community building that is in need of improvement and revitalization. There are many opportunities that could be considered and a study of the building and potential redevelopment options will allow the community to make informed decisions about the buildings future.

Budget Impact: The grant amount is for \$25,000 and does not have a matching requirement.

Attachment: Grant award letter and contract.

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



Martha-Ellen Tye FOUNDATION

September 19, 2016

Anne Selness
Director, Parks & Recreation Dept.
City of Marshalltown
24 N Center St.
Marshalltown, IA 50158

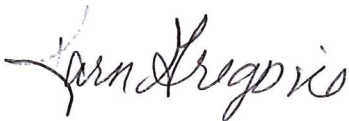
Dear Anne:

It is my pleasure on behalf of the Martha-Ellen Tye Foundation Gifts and Grants Committee to send the contract for payment of \$25,000 to City of Marshalltown for your project. The check will be mailed to you when the contract has been signed and returned to the Martha-Ellen Tye Foundation.

We look forward to hearing of your progress with Veterans Memorial Coliseum Planning Project. Attached you will find the grant contract and information on the required report. We use the report to communicate your successes to the board. We also appreciate pictures.

Again, it is our pleasure to help fund your worthy project.

Sincerely,



Karn Gregoire
Executive Director

MARTHA-ELLEN TYE FOUNDATION

16 East Main Street, Suite 260
Phone: 641.752.8340

Marshalltown, Iowa 50158
info@marthaellentiefoundation.org

ACCEPTANCE OF GRANT: the grant to City of Marshalltown from the Martha-Ellen Tye Foundation is for the explicit purpose(s) described below, and is subject to your acceptance of the following terms. It also affirms that all information in the grant application is correct, including tax status, if applicable. Please read carefully.

Grantee: **City of Marshalltown**

Project Start Date: **10/1/2016**

Amount Authorized: **\$25,000**

Grant Reference Number: **2016-09**

1. The Martha-Ellen Tye Foundation grants to the City of Marshalltown for the purpose of: Veterans Memorial Coliseum Planning Project.
2. Evaluation: the City of Marshalltown will provide a final report explaining your effective use of these funds. The report must include the information on the next sheet, but we encourage you to use pictures to help us see the effect of your program.
3. Accounting: City of Marshalltown is responsible for the expenditure of the funds and for maintaining adequate supporting records consistent with generally accepted accounting procedures.
4. Public Reporting: Grantees are welcome to share information with the media, but if reference is made to the Foundation, we ask that you submit the materials to us for prior review.
5. Reversion of Grant Funds: The grantee must return to the Martha-Ellen Tye Foundation any unexpended funds at the close of the grant period. Funds must also be promptly returned
 - a. If the Martha-Ellen Tye Foundation determines that the grantee has not performed in accordance with the terms of the grant or met specific grant conditions of the approved program and its supporting budget.
 - b. If the Grantee's tax status changes:
 1. If the grantee loses an existing exemption from federal income taxation as provided for under Section 501 (C) 3.
6. Limit of Commitment: Unless otherwise stipulated in writing, this grant is made with the understanding that the Martha-Ellen Tye Foundation has no obligation to provide other or additional support to the grantee.

The forgoing conditions are hereby accepted and agreed to as of the date indicated.

Please sign and return to the address above within 1 week of receipt. Your award check will be processed once the signed contract is returned.

Authorized Signature

Printed Name, Title and Date.

Report Form for Grant Recipients

Recipient Organization Name: **City of Marshalltown**

Project Name: **Veterans Memorial Coliseum Planning Project**

Project Director: **Anne Selness, Parks & Recreation Director**

Grant amount: **\$25,000**

Project start date: **10/1/2016**

Project End Date: **10/1/2017**

Grant Reference Number: **2016-09**

Reporting Requirements:

Final Report: **10/1/2017**

Please provide the following information on a separate sheet, complete the blanks below and return all materials by the report due date indicated.

1. Overview of the project funded by the Martha-Ellen Tye Foundation.
2. Project objectives. Also include any variances in original objectives with explanations for change.
3. Extent to which objectives have been realized, with evidence to support your conclusions.
4. Factors which contributed to or impeded project's success.
5. Financial report to include: schedule of budgeted amounts per original proposal; actual expenditures and variances; accounting of the use of Martha-Ellen Tye Foundation funds.
6. If applicable, please provide copies of any press releases, media stories or other materials that have been published regarding this particular project. We enjoy seeing pictures of your work and they help us to communicate your successes to the Board.
7. Any comments or suggestions about working with the Martha-Ellen Tye Foundation to help us improve our procedures and practices.

Person completing this report:

Print name and title

Signature and date

This information may also be transmitted digitally to info@marthaellenttyefoundation.org.
Please contact Heidi Dalal, Manager of Community & Grantee Relations if you have any questions.

the City of
Marshalltown
Housing & Community Development

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

August 22, 2016

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

From: Michelle Spohnheimer
Housing & Community Development Director

Re: Glenwood Place PUD Amendment

Policy Issue: The City of Marshalltown requires the when a Planned Unit Development requests an amendment that will increase the overall density by more than 10% the City must go through the rezoning process which includes review and public hearing by the Plan Zoning Commission and three readings and a public hearing with the Council. Glenwood Place is requesting an amendment that will increase the density by approximately 21% in adding 20 additional assisted living units to their current facility.

Recommendation: Staff has reviewed the plans and worked with the various departments related to the building layout and design. The Commission reviewed the amendment and held a public hearing. Several neighboring property owners spoke at the public hearing with questions and concerns specifically related to access, parking and landscaping. The plan includes connections to S. 8th Street and Prairie Lane which were required by the City in order to provide emergency services to the development. The street layout was approved several years ago.

The Plan Zoning Commission recommended approval on August 11, 2016 with the condition that a landscape plan be submitted to the Council for part of their review prior to final adoption. There will be a public hearing held on August 22nd with the Council then followed by an additional three readings.

Background: The proposed addition will include assisted living units for independent residents and memory care units.

Budget Impact: None

Attachment: Glenwood Place PUD Amendment packet

cc: Randy Wetmore, City Administrator

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



Revised

ORDINANCE NO _____

AN ORDINANCE AMENDING THE MARSHALLTOWN ZONING ORDINANCE AMENDING THE GLENWOOD PLACE PLANNED UNIT DEVELOPMENT LOCATED AT 2907 S. 6TH STREET, MARSHALLTOWN

WHEREAS the Glenwood Place PUD was previously approved by the City Council; and

WHEREAS an amendment has been submitted to the Plan Zoning Commission requesting a change to allow an increase in density by adding a new building; and

WHEREAS the Plan Zoning Commission reviewed the request July 14, 2016, held a public hearing on August 11, 2016 and recommended approval to the City Council at their meeting on August 11, 2016 with the condition that a landscaping plan be submitted to the Council; and

WHEREAS the Council has fully examined the request and has found it to be in the best interests of the City of Marshalltown, Iowa, and that the same should now be approved and accepted.

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

Section 1. The Glenwood Place PUD amendment has been reviewed and is in the best interest of the City.

Section 2. The public hearing required on this zoning amendment shall be held in the Council Chambers at 10 W. State Street, Marshalltown, Iowa at 5:30 P.M., local time on the 22nd day of August 2016 and the City Clerk is directed to cause a publication of the notice of the public hearing in one issue of the Marshalltown Times-Republican, a newspaper published in Marshalltown, Marshall County, Iowa, not less than 7 days nor more than 20 days prior to the date of the public hearing fixed herein.

Section 3. This Ordinance shall be in full force and effect from and after public notice of hearing on this Amendment to the Zoning Ordinance of the City of Marshalltown, Iowa has been duly given as required by the said Zoning Ordinance and the statutes of the State of Iowa and said public hearing has been duly held and after passage by this Council and publication as is provided by law.

Passed this _____ day of _____, 2016, and signed this _____ day of _____, 2016.

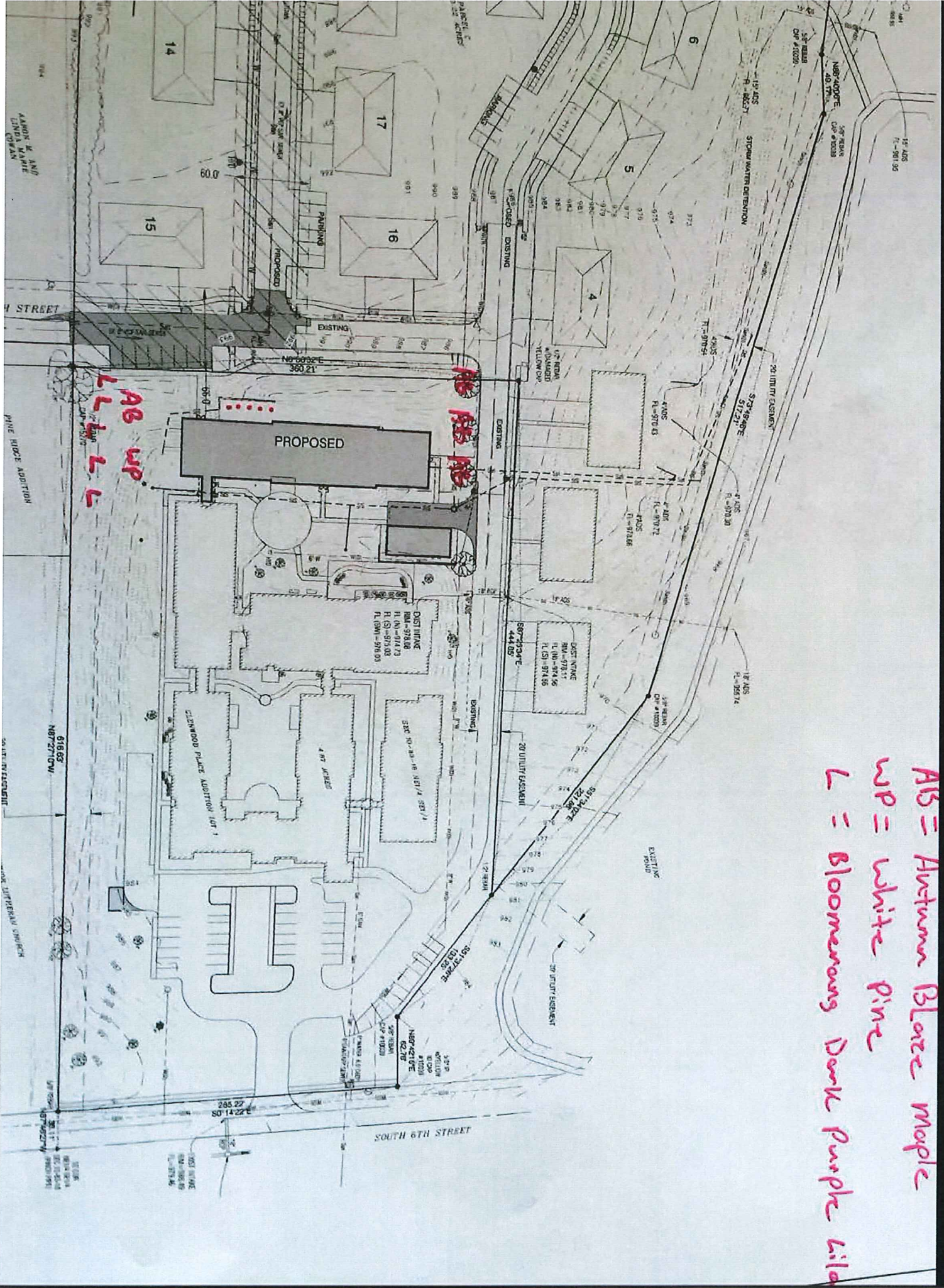
CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

AB = Autumn Blaze maple
 WP = white pine
 L = Blooming Dark Purple lila



AB WP
 L L L L L



James L. Lowrance, Mayor
Mark Stevens, 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

September 6, 2016

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

**From: Justin Nickel, Director of Public Works
Mark Stevens, Interim City Administrator**

Re: Proposed Three Year Storm Water Utility Rate Renewal and Increase

Policy Issue: Changes to City code require Council approval

Recommendation: Approve the increase of stormwater rates for FY 2017 as attached.

Background: At the September 12th Council meeting, Council members expressed concerns about the proposed rate increases. These concerns included:

- The proportion paid by residential vs. non-residential property owners
- The size of the increase
- An interest in having a tiered structure for residential rate payers
- Concerns about application to agricultural properties

Staff was directed to review the storm water rate structure for residential and non-residential parcels. Our rate consultant indicates it could take 4-6 weeks to change the rate structure due to the need to identify individual parcels and reassign. Staff is not clear that the majority the Council supports all of these changes. In addition, we are concerned that further delay in the rate change for the current year will continue damaging the fiscal condition of the Storm Water Fund.

Maintaining the current rates will not cause an immediate problem, however, the large debt service payment in June 2017 will reduce the fund balance by 33%. Further delays in implementing a rate increase or reducing the rate increase will reduce fund balances. A weaker fiscal position will reduce the scope and number of storm water projects that the City will be able to undertake in future years.

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



While some modifications can be made to the rate structure with little delay in implementation, others could take two months or more to study and implement. For example, the Council could approve a different rate than proposed and we simply move forward. This can be done by a motion to amend the proposed rate applied to the current rate structure.

Other possible changes, such as creating new tiers or otherwise reclassifying properties will take time to analyze the assignment of parcels into new categories, and estimating the fiscal impact.

To avoid further reduction in planned revenue, we propose that the Council approve the recommended rate change for FY 2016/2017. The Consultant would be directed to study possible changes and the fiscal impact of those changes for consideration by the Council. Any further changes can be implemented in the coming fiscal year(s).

Budget Impact: To date, the storm water fund has collected ~\$40,000 less than if proposed rates had been initiated on July 1. Every month, the current rates collect ~\$13,250 less than proposed rates.

Attachment:

1. Proposed rate increase table for residential and tiered rate properties
2. Operating results with proposed rates
3. Typical residential customer bills with rate increases
4. Comparison of proposed rates with other Iowa municipalities.

ORDINANCE TO AMEND THE CODE OF ORDINANCES,
CITY OF MARSHALLTOWN, IOWA BY AMENDING CITY CODE
SECTION 28-125 "RATE STRUCTURE AND STORM WATER RATE"

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by repealing Section 28-125 and enacting the following as a substitute:

Sec. 28-125. Rate Structure and Storm Water Rate.

Any property, lot, parcel of land, building or premises that is tributary directly or indirectly to the storm water system of the city, shall be subject to a rate based upon the quantity of impervious area situated thereon. This charge is not related to the water and/or sewer service and does not rely on occupancy of the premises to be in effect. All properties having impervious area of at least 150 square feet within the corporate limits of the City of Marshalltown will be assigned the rate.

Establishment of Storm Water Utility Rate

- a) The storm water utility rate for single-family residential properties with gross area less than or equal to 2 acres shall be based on the following schedule:

Fiscal Year 2016-2017 = \$4.90/month

Fiscal Year 2017-2018 = \$5.63/month

Fiscal Year 2018-2019 = \$6.48/month

- b) The storm water utility rate structure for nonresidential properties shall be a tiered rate structure utilizing ranges of impervious area. All properties shall pay the rate for the tier that their measured impervious area falls within. The tiered rates are based the following schedule:

Tier	Property Impervious Area	FY 2016-2017	FY 2017-2018	FY2018-2019
			Rate/Month	
1	150 - 10,000 ft ²	\$12.62	\$14.57	\$16.68
2	10,000.1 - 50,000 ft ²	\$25.23	\$29.02	\$33.07
3	50,000.1 - 100,000 ft ²	\$50.46	\$58.03	\$66.74
4	100,000.1 - 250,000 ft ²	\$100.92	\$116.06	\$133.47
5	250,000.1 - 500,000 ft ²	\$201.85	\$232.13	\$266.94
6	500,000.1 - 1,000,000 ft ²	\$403.70	\$464.25	\$533.89
7	1,000,000.1 - Max	\$807.39	\$928.50	\$1,067.78

The impervious area on each property shall be determined by the storm water utility.

- c) The rates shall become effective on the first day of July in each year, with the exception for fiscal year 2016-2017, with rates being effective upon publication of the ordinance as required by law.

Section 2. That this ordinance shall be in full force and effect after its passage and publication as by law.

Passed this ___ day of _____, 2016, and signed this ___ day of _____, 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Table D1
Proposed Rates
Storm Water Rate Study
City of Marshalltown, Iowa
September 2016

		Fiscal Year Ending June 30				Multiplier
Description		Present 2016	Proposed 2017	Proposed 2018	Proposed 2019	
1.1	Unit Rates					
1.1.1	Residential Rate (< 2 acres)	\$4.26	\$4.90	\$5.63	\$6.48	
1.1.2	Tiered Rates					
1.1.2.1	150 - 10,000 sq ft	\$10.97	\$12.62	\$14.51	\$16.68	1
1.1.2.2	10,000.1 - 50,000 sq ft	\$21.94	\$25.23	\$29.02	\$33.37	2
1.1.2.3	50,000.1 - 100,000 sq ft	\$43.88	\$50.46	\$58.03	\$66.74	4
1.1.2.4	100,000.1 - 250,000 sq ft	\$87.76	\$100.92	\$116.06	\$133.47	8
1.1.2.5	250,000.1 - 500,000 sq ft	\$175.52	\$201.85	\$232.13	\$266.94	16
1.1.2.6	500,000.1 - 1,000,000 sq ft	\$351.04	\$403.70	\$464.25	\$533.89	32
1.1.2.7	1,000,000.1 sq ft - Max	\$702.08	\$807.39	\$928.50	\$1,067.78	64

- Notes (1)
(2)
(3)
(4)
(5)

Table D2
Revenues From Proposed Rates
Storm Water Rate Study
City of Marshalltown, Iowa
September 2016

Description	Fiscal Year Ending June 30					
	Actual 2014	Actual 2015	Budget 2016	Requested Budget 2017	Projected 2018	Projected 2019
2.1 Storm Water Charges Revenue						
2.1.1 Residential Billing Units				\$468,439	\$538,705	\$619,510
2.1.2 Other Billing Units				\$590,430	\$678,994	\$780,843
2.1.3 Total Revenue	\$619,157	\$744,695	\$850,000	\$1,058,869	\$1,217,699	\$1,400,354
						\$1,400,354

Notes (1)
(2)
(3)
(4)
(5)

Corrected

9-12-16
Conway

Table D3
Operating Results With Proposed Rates
Storm Water Rate Study
City of Marshalltown, Iowa
September 2016

Description	Actual 2014	Actual 2015	Budget 2016	Fiscal Year Ending June 30				Projected 2019	Projected 2020	Projected 2021
				Budget Requested	Budget	2017	2018			
3.1 Billing Quantities										
3.1.1 Residential Billing Units						7,968	7,968	7,968	7,968	7,968
3.1.2 Other Billing Units						3,900	3,900	3,900	3,900	3,900
3.2 Revenues										
3.2.1 Storm Water Charges	\$619,157	\$744,695	\$850,000	\$1,058,869	\$1,217,699	\$1,400,354	\$1,400,354	\$1,400,354	\$1,400,354	\$1,400,354
3.2.2 Other Revenues	\$39,761	\$3,289	\$3,832	(\$7,000)	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
3.2.3 Total Revenues	\$658,918	\$747,984	\$853,832	\$1,051,869	\$1,220,699	\$1,403,354	\$1,403,354	\$1,403,354	\$1,403,354	\$1,403,354
3.3 Operating Expenses										
	\$469,829	\$371,892	\$261,380	\$726,837	\$784,628	\$801,994	\$819,793	\$819,793	\$819,793	\$819,793
3.4 Capital Financing										
3.4.1 Debt Service	\$0	\$0	\$0	\$459,289	\$495,373	\$579,460	\$579,460	\$578,685	\$578,685	\$578,685
3.4.2 Other Disbursements	\$0	\$0	\$147,600	\$287,200	\$301,000	\$57,800	\$57,800	\$105,000	\$105,000	\$175,000
3.4.3 Total Capital Financing	\$0	\$0	\$147,600	\$746,489	\$796,373	\$637,260	\$637,260	\$683,685	\$683,685	\$751,685
3.5 Total Expenditures	\$469,829	\$371,892	\$408,980	\$1,473,326	\$1,581,000	\$1,439,254	\$1,503,478	\$1,503,478	\$1,503,478	\$1,589,723
3.6 Cash Balance (Deficit)										
3.6.1 Net Revenue ⁽³⁾			\$444,852	(\$421,457)	(\$360,301)	(\$35,900)	(\$100,125)	(\$100,125)	(\$186,369)	(\$186,369)
3.6.2 Reserve			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.7 Ending Fund Balance ^(2, 3)				\$997,566	\$637,265	\$601,365	\$501,241	\$501,241	\$314,871	\$314,871

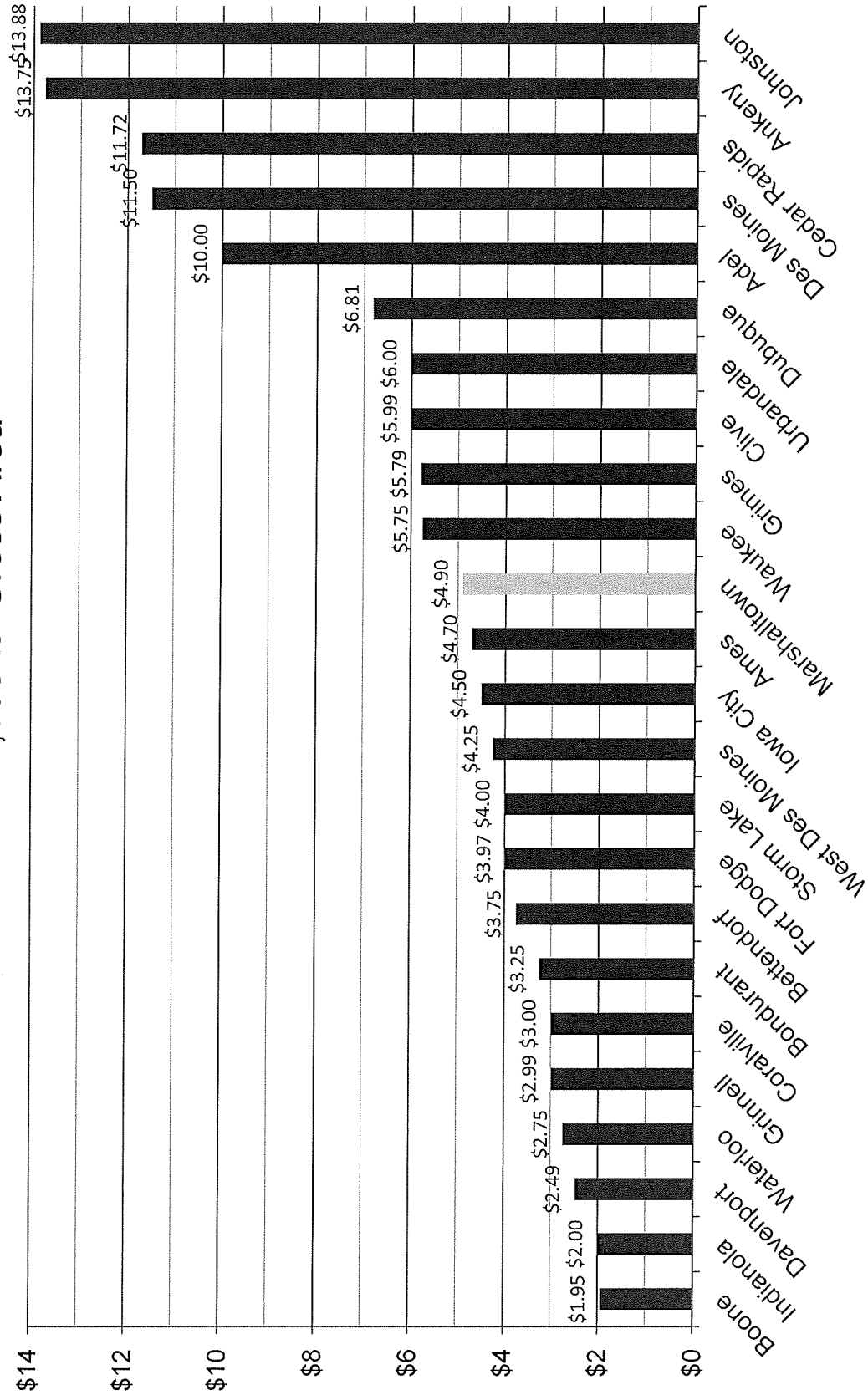
- Notes
- (1) Revenues - Expenses
 - (2) Fund Balance goal is \$500,000
 - (3) 2017 balance is as of April 30, 2017
 - (4)
 - (5)

Table D4
Typical Customer Bills
Storm Water Rate Study
City of Marshalltown, Iowa
September 2016

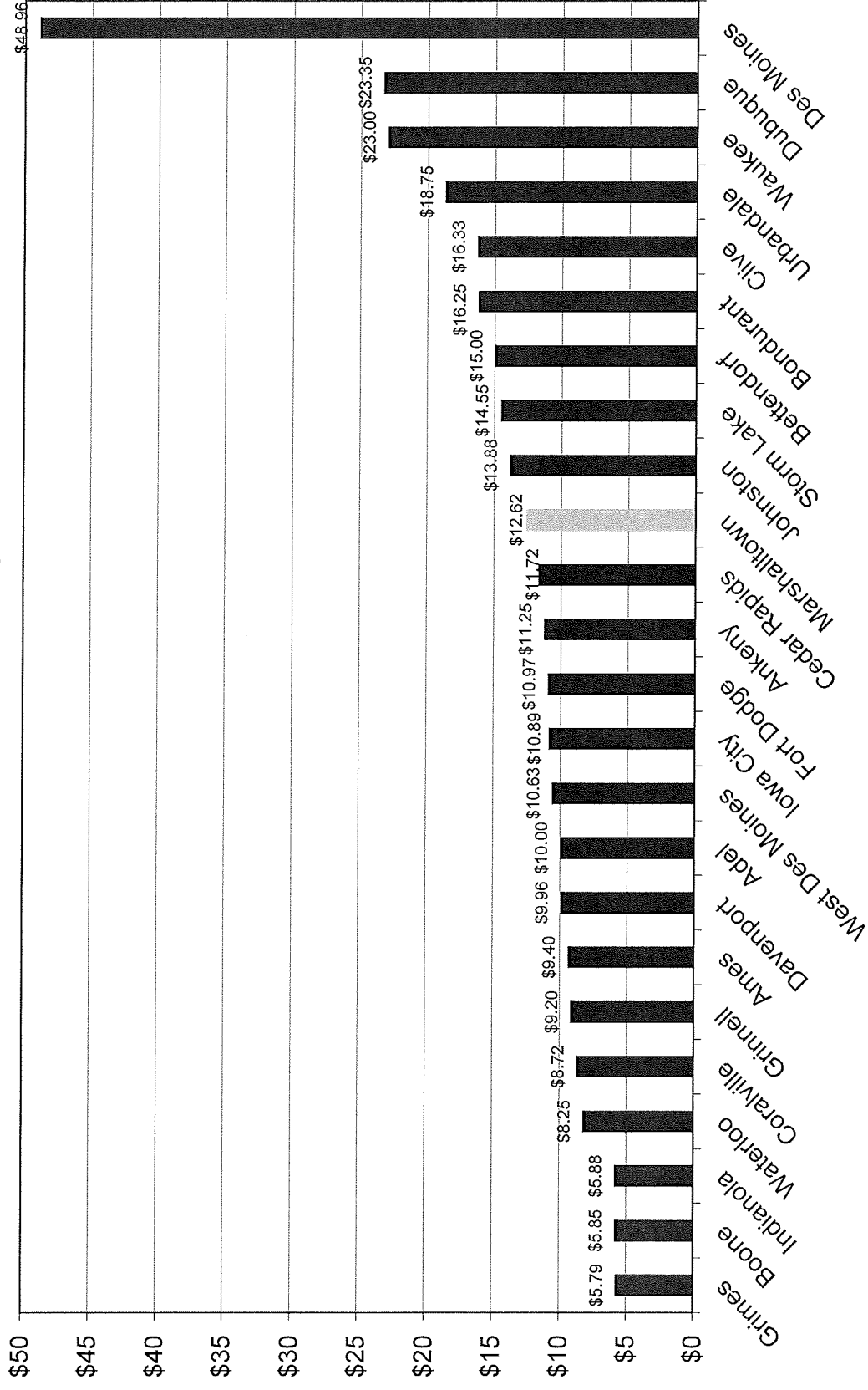
Description		Present 2016	Budget 2017	Change \$	Projected 2018	Change \$	Projected 2019	Change \$
4.1	Unit Rates							
4.1.1	Residential Rate (< 2 acres)	\$4.26	\$4.90	\$0.64	\$5.63	\$0.73	\$6.48	\$0.85
4.1.2	Tiered Rates							
4.1.2.1	150 - 10,000 sq ft	\$10.97	\$12.62	\$1.65	\$14.51	\$1.89	\$16.68	\$2.18
4.1.2.2	10,000.1 - 50,000 sq ft	\$21.94	\$25.23	\$3.29	\$29.02	\$3.78	\$33.37	\$4.35
4.1.2.3	50,000.1 - 100,000 sq ft	\$43.88	\$50.46	\$6.58	\$58.03	\$7.57	\$66.74	\$8.70
4.1.2.4	100,000.1 - 250,000 sq ft	\$87.76	\$100.92	\$13.16	\$116.06	\$15.14	\$133.47	\$17.41
4.1.2.5	250,000.1 - 500,000 sq ft	\$175.52	\$201.85	\$26.33	\$232.13	\$30.28	\$266.94	\$34.82
4.1.2.6	500,000.1 - 1,000,000 sq ft	\$351.04	\$403.70	\$52.66	\$464.25	\$60.55	\$533.89	\$69.64
4.1.2.7	1,000,000.1 sq ft - Max	\$702.08	\$807.39	\$105.31	\$928.50	\$121.11	\$1,067.78	\$139.28

Notes (1)
(2)
(3)
(4)
(5)

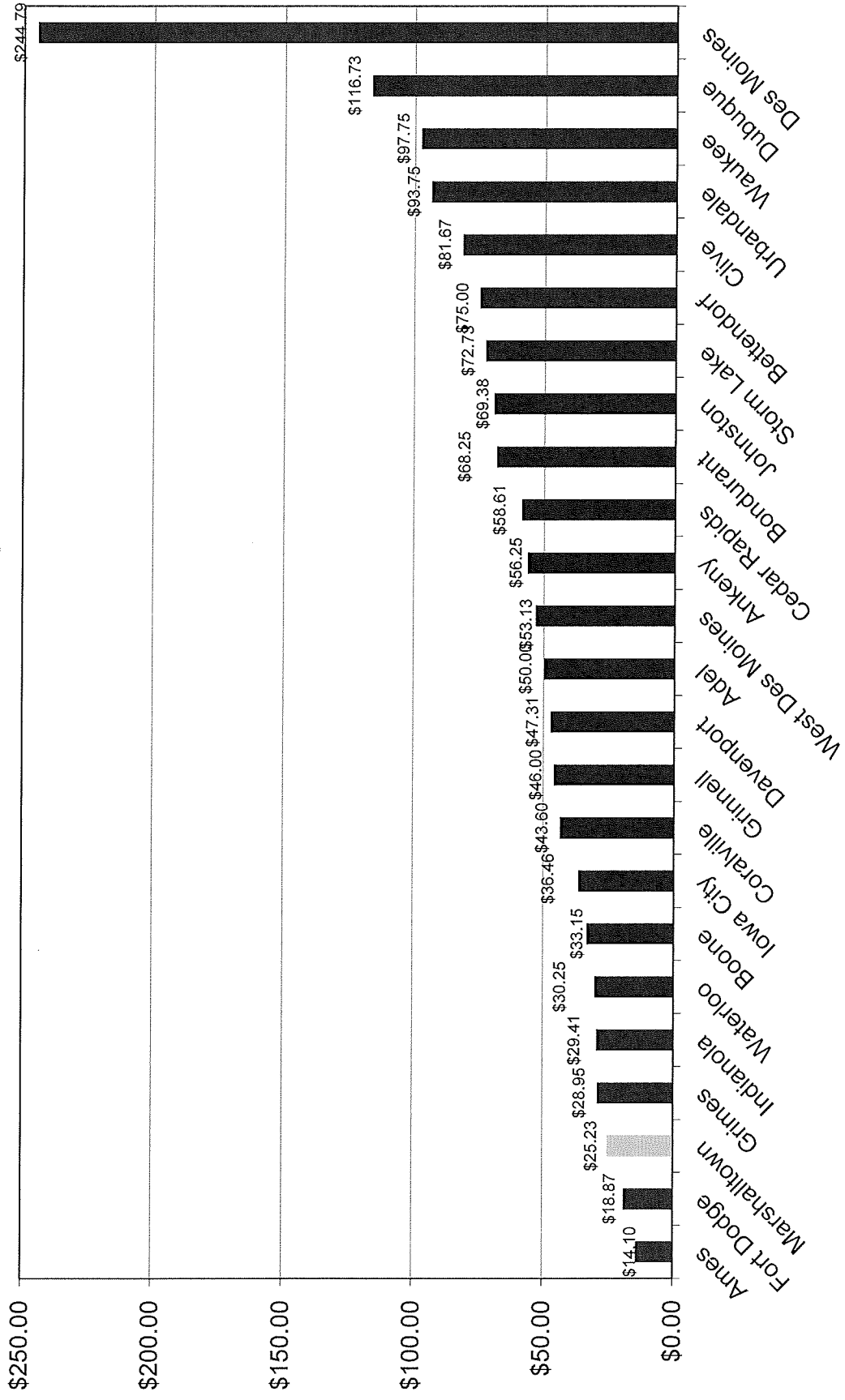
Monthly Storm Water Charge Residential - 10,000 ft² Gross Area



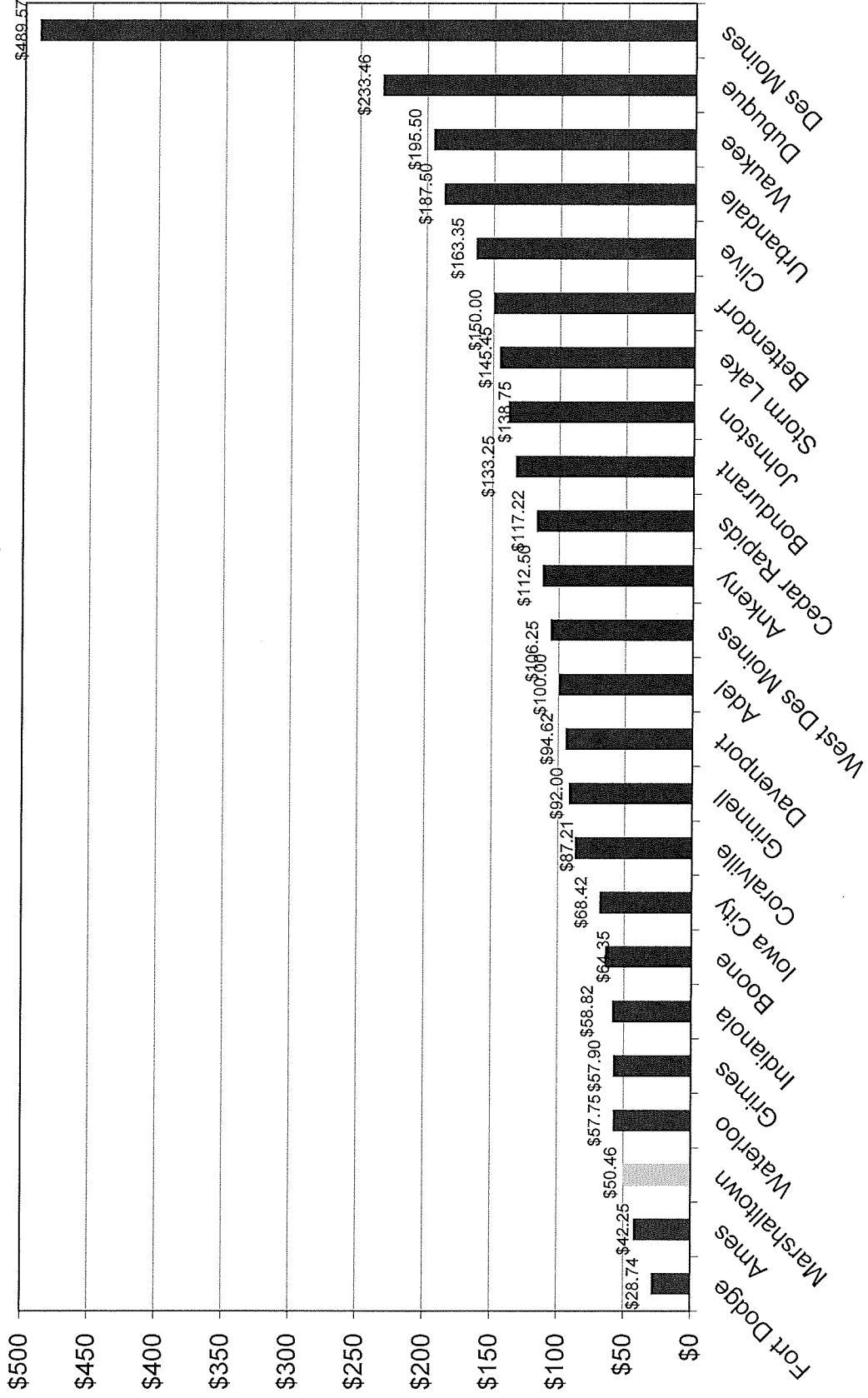
Monthly Storm Water Charge Non-Residential - 10,000 ft² Impervious Area



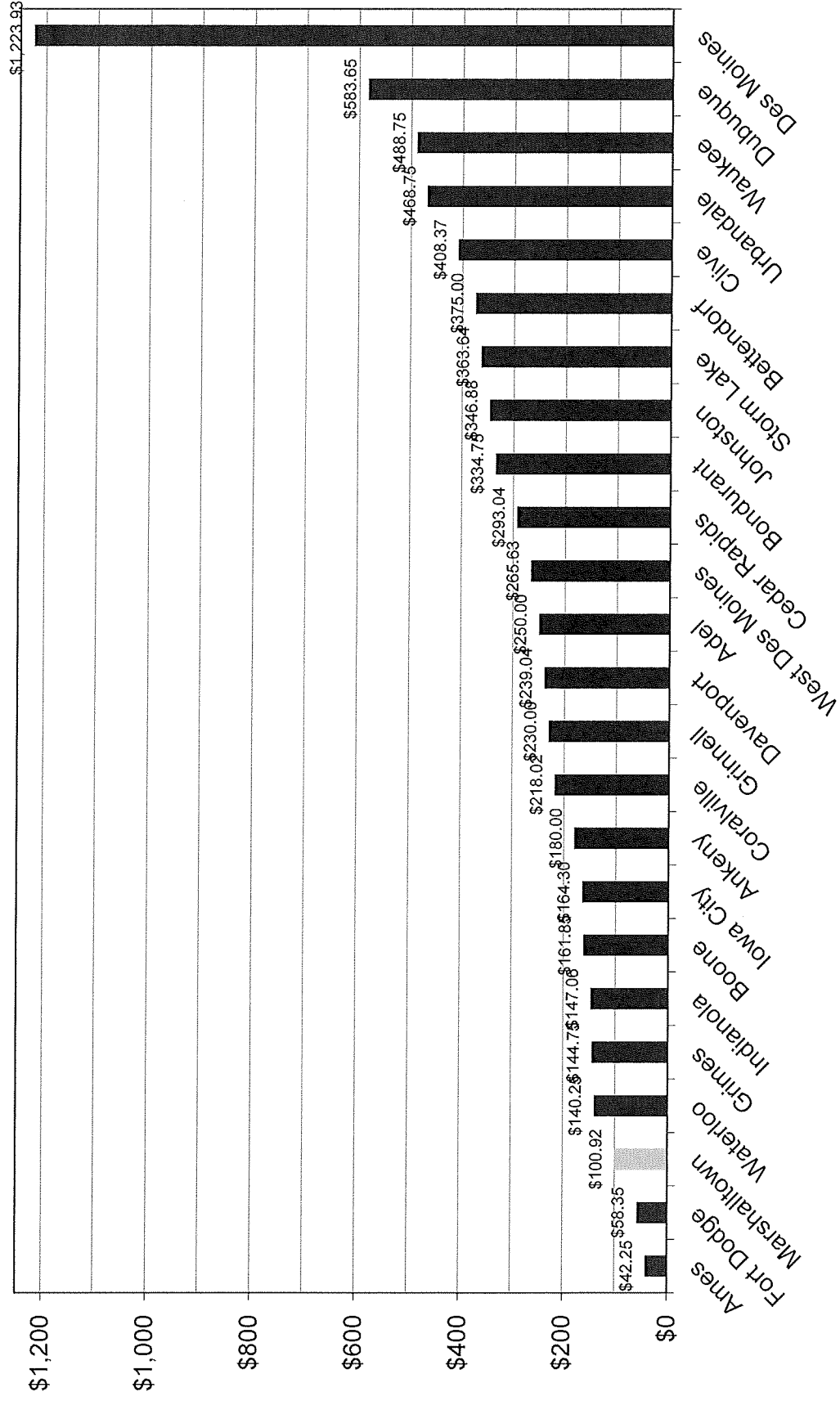
Monthly Storm Water Charge Non-Residential - 50,000 ft² Impervious Area



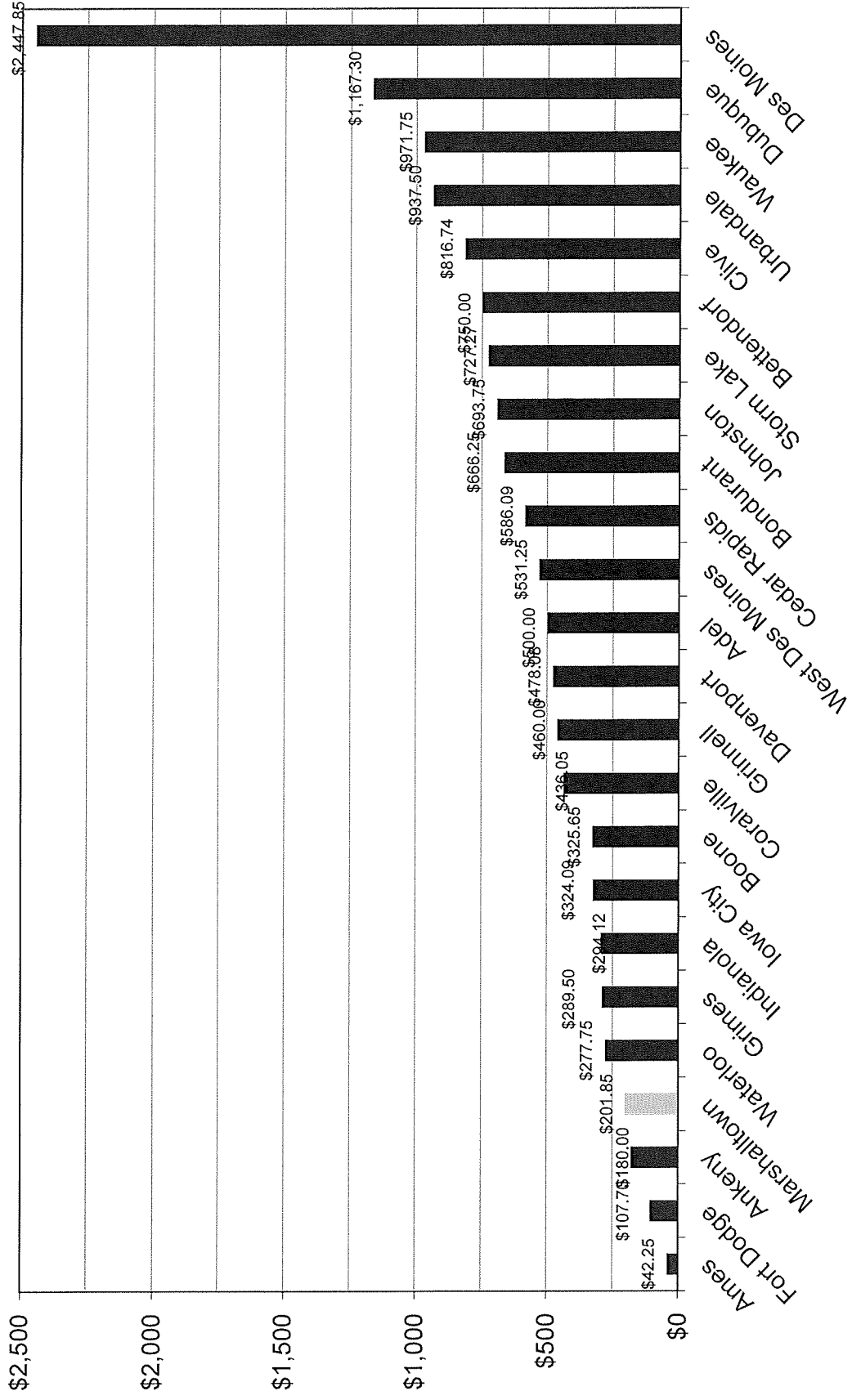
Monthly Storm Water Charge Non-Residential - 100,000 ft² Impervious Area



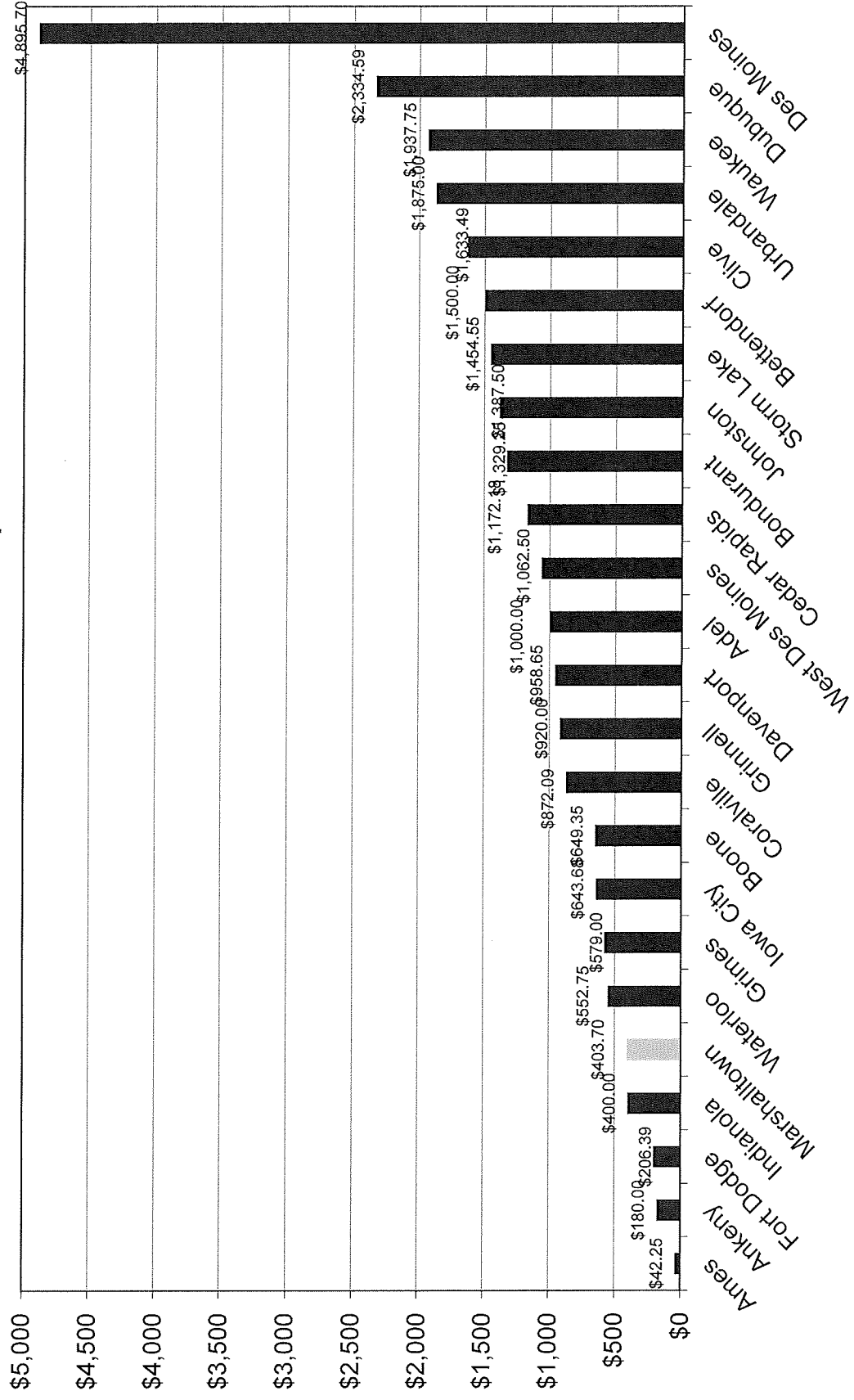
Monthly Storm Water Charge Non-Residential - 250,000 ft² Impervious Area



Monthly Storm Water Charge Non-Residential - 500,000 ft² Impervious Area



Monthly Storm Water Charge Non-Residential - 1,000,000 ft² Impervious Area



ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE DIVISION OF TAXES LEVIED ON TAXABLE PROPERTY IN THE MARSHALLTOWN URBAN RENEWAL AREA NO. 5, PURSUANT TO SECTION 403.19 OF THE CODE OF IOWA

BE IT ENACTED by the Council of the City of Marshalltown, Iowa:

Section 1. Purpose. The purpose of this ordinance is to provide for the division of taxes levied on the taxable property in the Marshalltown Urban Renewal Area No. 5 of the City of Marshalltown, Iowa, each year by and for the benefit of the state, city, county, school districts or other taxing districts after the effective date of this ordinance in order to create a special fund to pay the principal of and interest on loans, moneys advanced to or indebtedness, including bonds proposed to be issued by the City of Marshalltown to finance projects in such area.

Section 2. Definitions. For use within this ordinance the following terms shall have the following meanings:

“City” shall mean the City of Marshalltown, Iowa.

“County” shall mean Marshall County, Iowa.

“Urban Renewal Area” shall mean the taxable property included in the Marshalltown Urban Renewal Area No. 5 of the City of Marshalltown, Iowa, the description of which taxable property is set out below, approved by the City Council by resolution adopted on September 12, 2016:

PARCEL "B" LOCATED ENTIRELY WITHIN PARCEL "A" IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 83 NORTH ,RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA.

FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 9, ALSO BEING THE NORTHWEST CORNER OF PARCEL "A" AS RECORDED ON INSTRUMENT #9903778 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA; THENCE, N88°11'08"E 50.00' ALONG THE NORTH LINE OF SAID PARCEL "A" TO THE POINT OF BEGINNING; THENCE, N88°11'08"E 940.00' CONTINUING ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE, S1°09'38"W 705.00' ALONG THE EAST LINE OF SAID PARCEL "A"; THENCE, S88°11'08"W 940.00'; THENCE, N1°09'38"E 705.00' TO THE POINT OF BEGINNING. PARCEL "B" CONTAINS 15.19 ACRES INCLUDING 0.71 ACRES OF PRESENTLY ESTABLISHED ROAD RIGHT OF WAY.

Section 3. Provisions for Division of Taxes Levied on Taxable Property in the Urban Renewal Area. After the effective date of this ordinance, the taxes levied on the taxable property in the Urban Renewal Area each year by and for the benefit of the State of Iowa, the City, the County and any school district or other taxing district in which the Urban Renewal Area is located, shall be divided as follows:

(a) that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City certifies to the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the special fund referred to in paragraph (b) below, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. For the purpose of allocating taxes levied by or for any taxing district which did not include the territory in the Urban Renewal Area on the effective date of this ordinance, but to which the territory has been annexed or otherwise included after the effective date, the assessment roll applicable to property in the annexed territory as of January 1 of the calendar year preceding the effective date of the ordinance which amends the plan for the Urban Renewal Area to include the annexed area, shall be used in determining the assessed valuation of the taxable property in the annexed area.

(b) that portion of the taxes each year in excess of such amounts shall be allocated to and when collected be paid into a special fund of the City to pay the principal of and interest on loans, moneys advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under the authority of Section 403.9(1), of the Code of Iowa, incurred by the City to finance or refinance, in whole or in part, projects in the Urban Renewal Area, and to provide assistance for low and moderate-income family housing as provided in Section 403.22, except that taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2 of the Code of Iowa, to the extent authorized in Section 403.19(2) of the Code of Iowa, taxes for the instructional support program levy of a school district imposed pursuant to Section 257.19 of the Code of Iowa, to the extent authorized in Section 403.19(2) of the Code of Iowa, and taxes for the payment of bonds and interest of each taxing district shall be collected against all taxable property within the taxing district without limitation by the provisions of this ordinance. Unless and until the total assessed valuation of the taxable property in the Urban Renewal Area exceeds the total assessed value of the taxable property in such area as shown by the assessment roll referred to in subsection (a) of this section, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts as taxes by or for said taxing districts in the same manner as all other property taxes. When such loans, advances, indebtedness, and bonds, if any, and interest thereon, have been paid, all money thereafter received from taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

(c) the portion of taxes mentioned in subsection (b) of this section and the special fund into which that portion shall be paid may be irrevocably pledged by the City for the payment of the principal and interest on loans, advances, bonds issued under the authority of Section 403.9(1) of the Code of Iowa, or indebtedness incurred by the City to finance or refinance in whole or in part projects in the Urban Renewal Area.

(d) as used in this section, the word "taxes" includes, but is not limited to, all levies on an ad valorem basis upon land or real property.

Section 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. Saving Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 6. Effective Date. This ordinance shall be effective after its final passage, approval and publication as provided by law.

Passed by the Council of the City of Marshalltown, Iowa, the ____ day of _____, 2016.

Mayor

Attest:

City Clerk

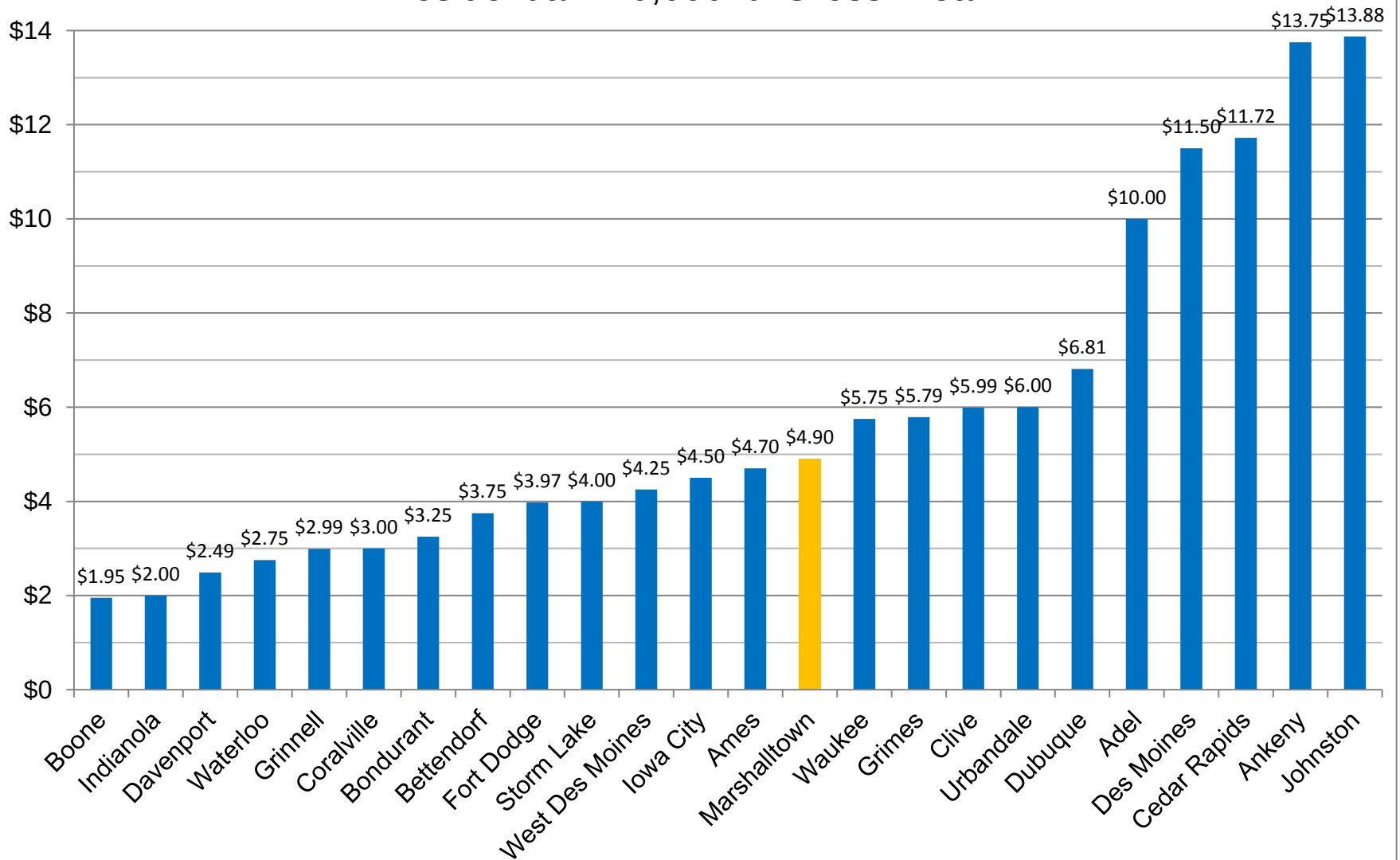
Approved this ____ day of _____, 2016.

Mayor

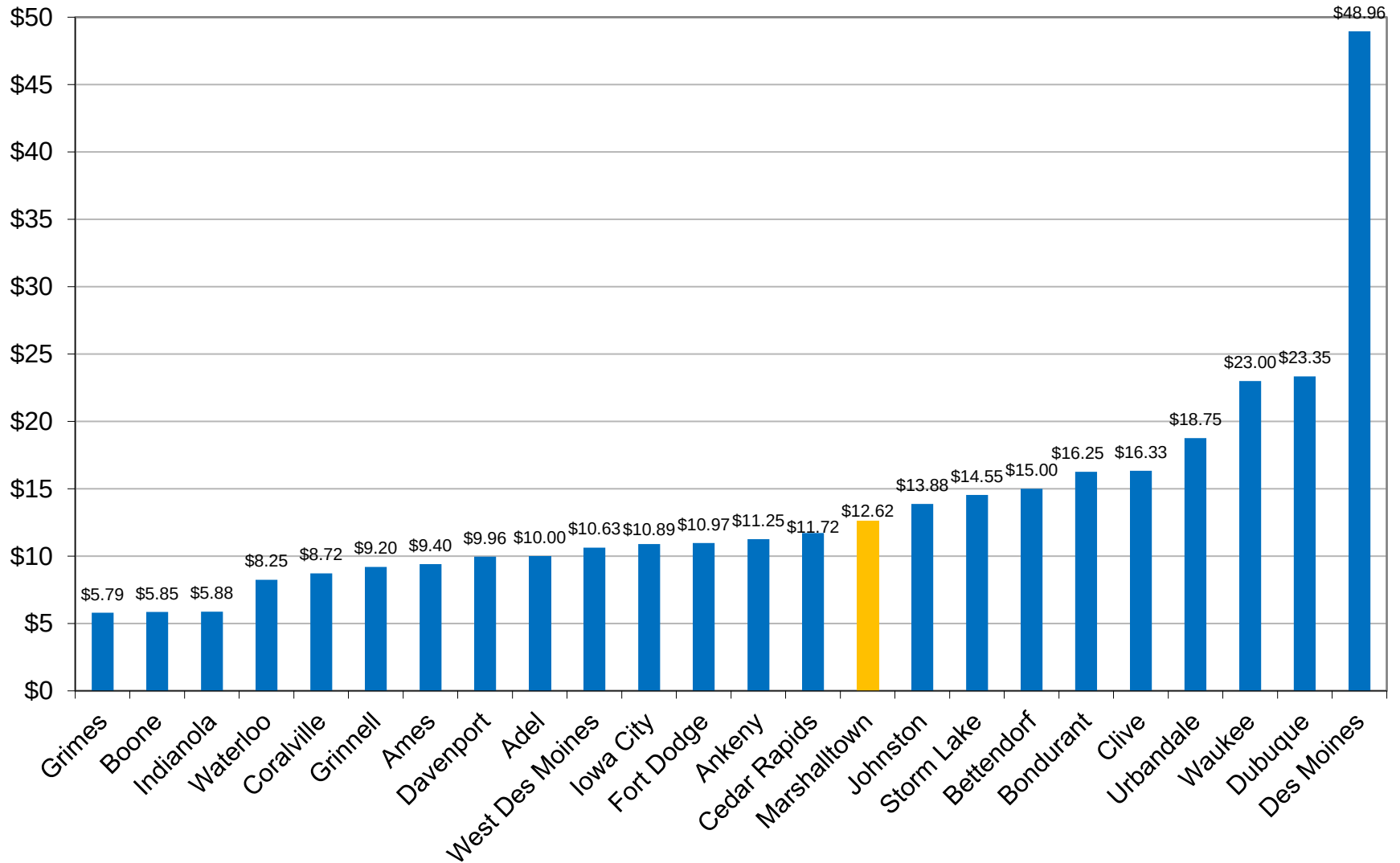
Attest:

City Clerk

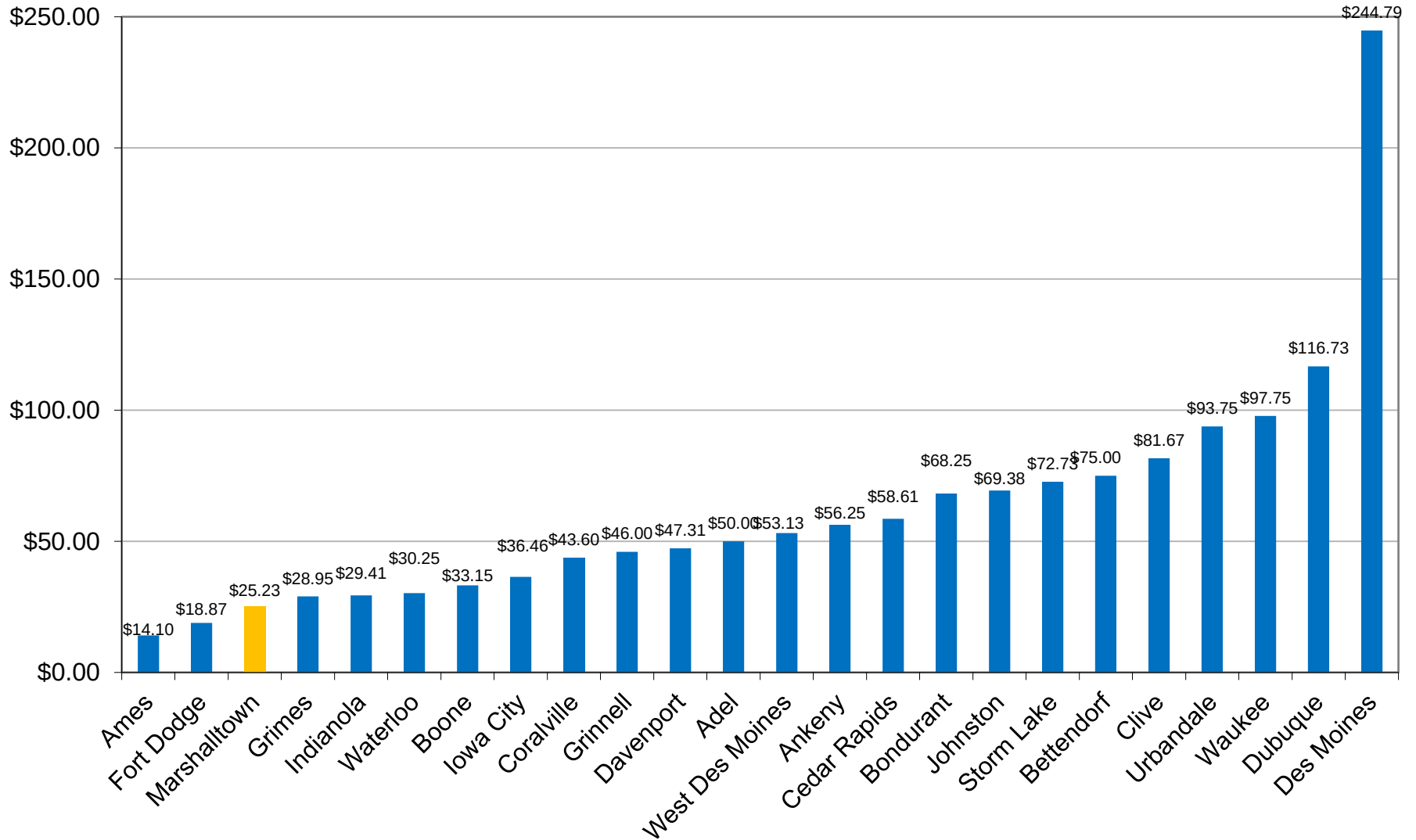
Monthly Storm Water Charge Residential - 10,000 ft² Gross Area



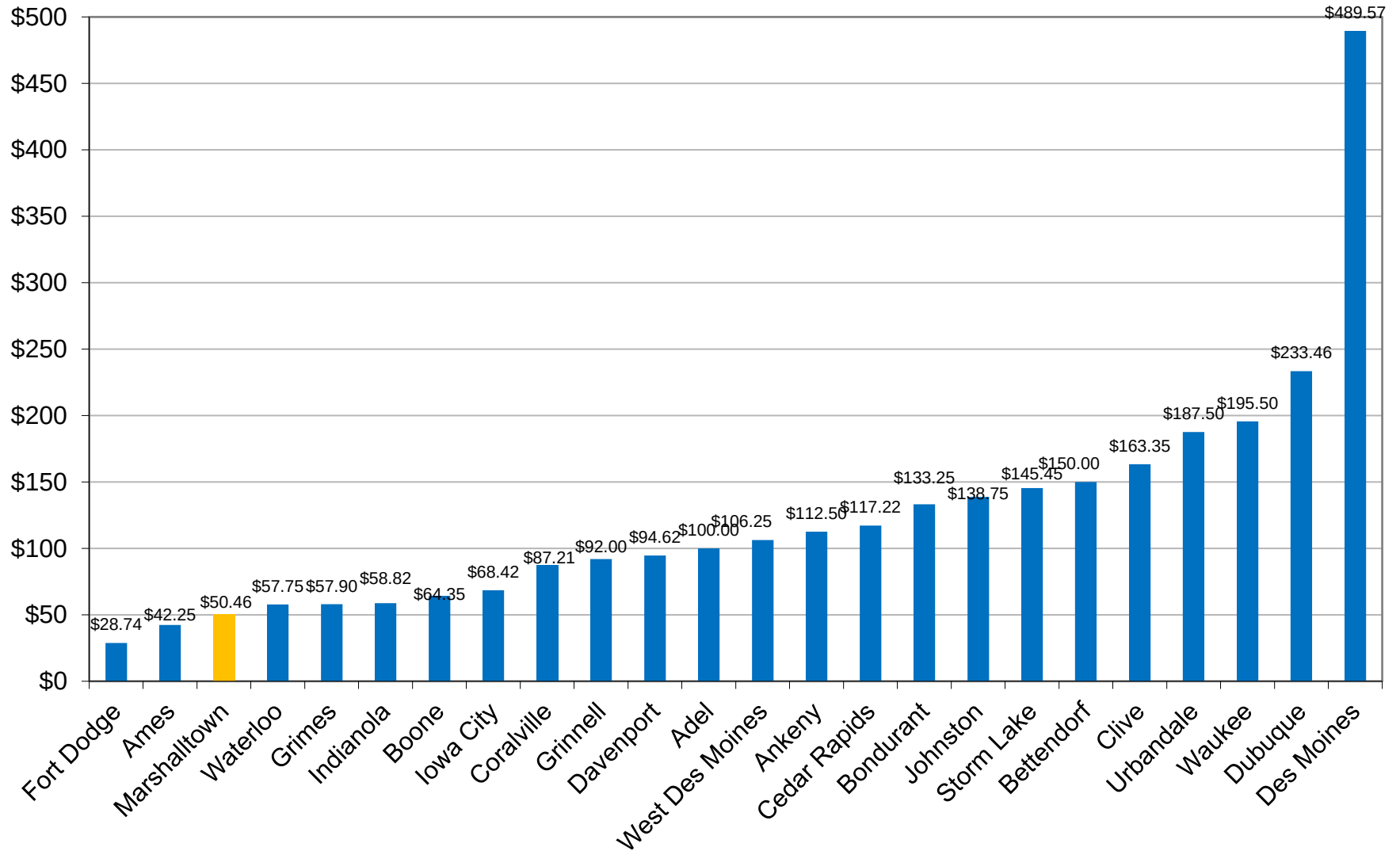
Monthly Storm Water Charge Non-Residential - 10,000 ft² Impervious Area



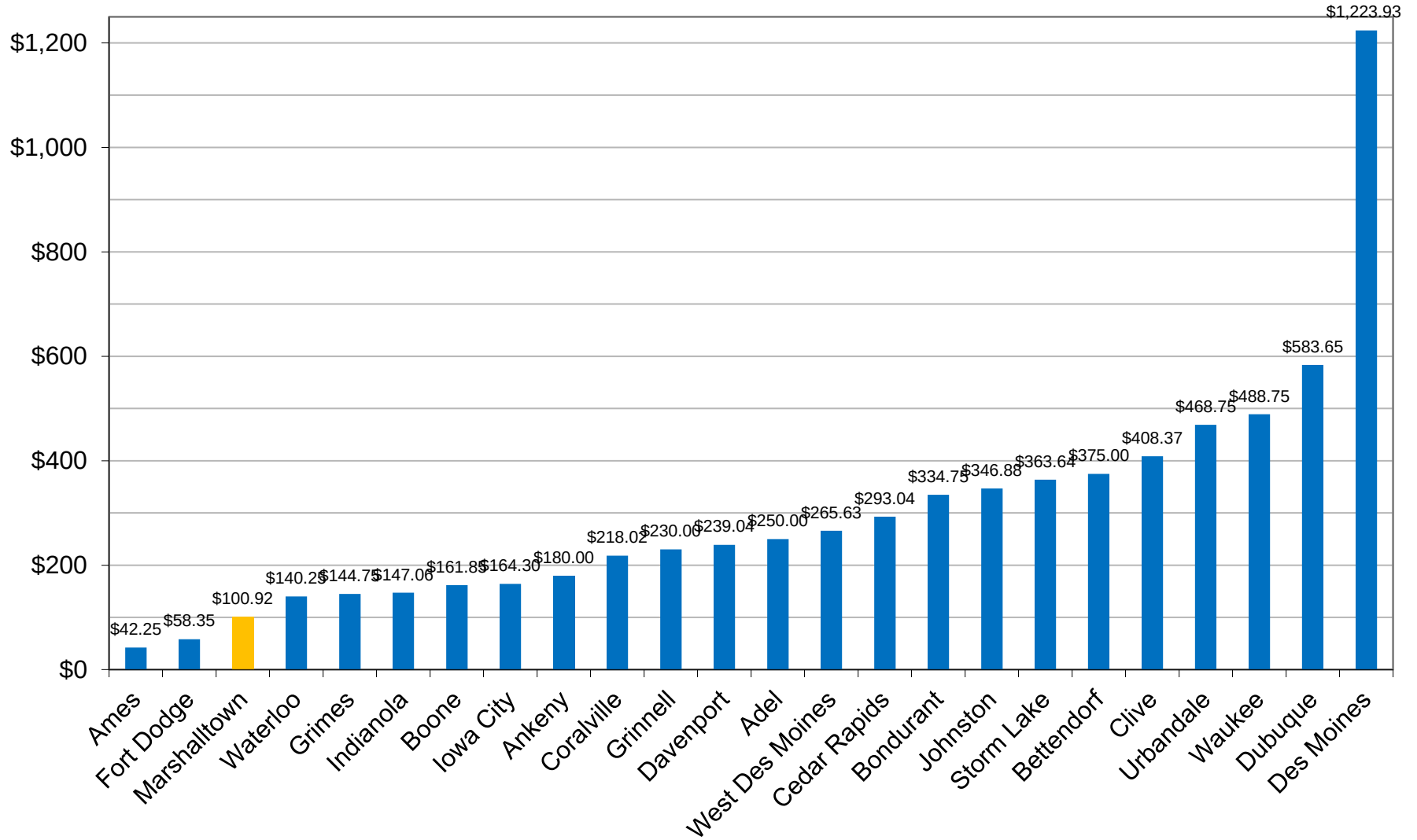
Monthly Storm Water Charge Non-Residential - 50,000 ft² Impervious Area



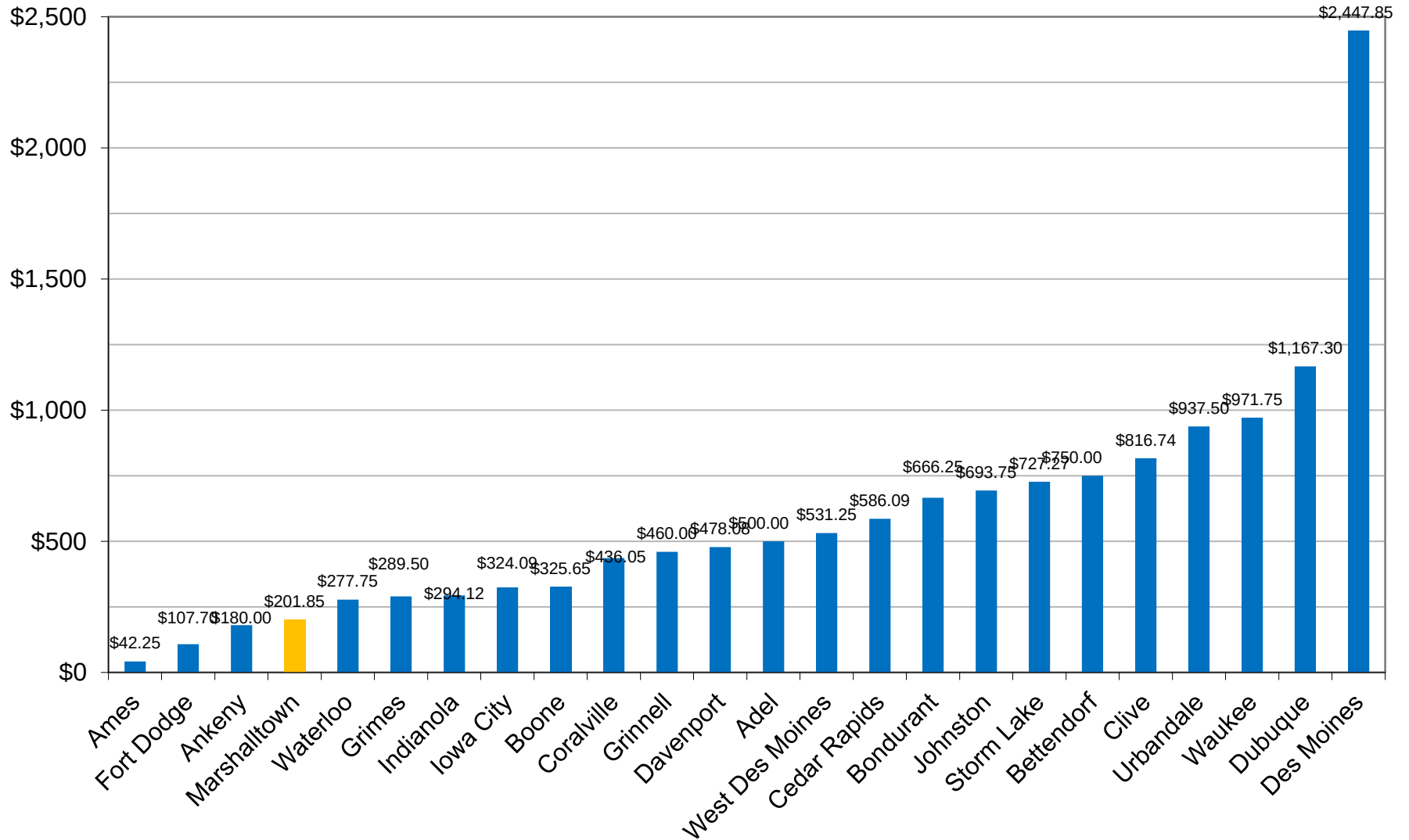
Monthly Storm Water Charge Non-Residential - 100,000 ft² Impervious Area



Monthly Storm Water Charge Non-Residential - 250,000 ft² Impervious Area



Monthly Storm Water Charge Non-Residential - 500,000 ft² Impervious Area



Monthly Storm Water Charge
Non-Residential - 1,000,000 ft² Impervious Area

