

1. Agenda

Documents:

[AGENDA.PDF](#)

2. Supporting Meeting Documents

Documents:

[APRIL FINANCIALS.PDF](#)

[BILL LIST.PDF](#)

[MINUTES.PDF](#)

[PACKET.PDF](#)



COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET
MAY 23, 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 Awards:

15 years: Phil Grommet

5 Years: Alexandria Erickson

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 May 9, 2016, and special meeting Minutes of May 9, 2016.
 2. Approve Bill List in the amount of \$1,047,100.98.
 3. Approve Purchases between \$10,000 and \$35,000 and Vertical Public Improvements below \$36,000 Approved by City Administrator: Temporary Construction Easements, Morrison Enterprises (\$2,500) and Farmers Savings Bank (\$1,500), paid for from road use tax, Concrete work at Glenwood Park, LeRoy Morford Construction, \$12,478, paid for from the general fund.
 4. Receipt of Civil Service Certified New Hire Lists, Electrician I and Communication Operator.
 5. Receipt of Building Report for April 2016.
 6. Appoint Anne Selness to the Marshalltown Visitors and Convention Bureau, as city representative.
- (end of consent agenda items)**

REPORT:

7. Kenn Vinson, Alliance construction update

MOTION:

8. Approve new Class C Liquor with Brew Pub endorsement, Ugly Coyotes, LLC, 102 W Main Street. (Item tabled 5/9/16)
9. Approve new Liquor license, Central Iowa Fair, 1308 E Olive Street, two five day Special Class C liquor licenses, July 6-11, 2016, and March 1-6, 2017.
10. April Financials

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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.



RESOLUTIONS:

11. Surplus Fire Truck and Obsolete Generator
 - a) Resolution 2016-085 Declaring Surplus 1989 Pierce Fire Truck and obsolete Lycoming Aircraft Power Plant Generator, to be donated to the Marshall County Historical Society.
 - b) Resolution 2016-086 Authorizing an Agreement with Brindlee Mountain Fire Apparatus for the advertising and sale of 1989 Pierce Fire Truck.
 - c) Resolution 2016-087 Authorizing an Agreement with Fire Line Equipment for the advertising and sale of 1989 Pierce Fire Truck.
12. Resolution 2016-088 Approving Lease Agreement with Marshalltown Senior Citizen Center, 7/1/2016 – 6/30/2017.
13. Resolution 2016-089 Approving Renewal of 28E Agreement with the Marshalltown Area Chamber of Commerce for the purposes of operating a Convention and Visitor's Bureau, for the year ending 6/30/2017.
14. Dangerous and Dilapidated Building Program 47815001A
 - a) Resolution 2016-090 Accepting bids and authorizing the award of contract for the Dangerous and Dilapidated Building Program 47815001A, to Construct, Inc., \$60,607.00
 - b) Resolution 2016-091 Approving Contract and Bond for Dangerous and Dilapidated Building Program 47815001A, ConStruct, Inc., \$60,607.00
15. Resolution 2016-092 Approving Preliminary Plat for Husak Subdivision:
 - a) Option A- Waiving Certain Subdivision Standards
 - b) Option B- Requiring Certain Subdivision Standards.
16. Resolution 2016-093 Approving Certificate of Completion and final project cost for South 18th Avenue Improvements (Menards) Project 76015011A, Boulder Contracting, LLC., \$146,709.00.
17. Resolution 2016-094 Approving Certificate of Completion and final project cost for 2015 Concrete Repair Project 76015006A, Day Construction Services, LLC, \$174,337.95
18. Resolution 2016-095 Ordering Construction, setting public hearing on proposed plans, specifications, form of contract and estimated cost and directing publication of notice to bidders for the 2016 Asphalt Crack Seal Project 76016007A.
19. Resolution 2016-096 Ordering Construction, setting public hearing on proposed plans, specifications, form of contract and estimated cost and directing publication of notice to bidders for the Turner Street Force Main Project 59012009A.
20. Resolution 2016-097 Approving Agreement with Union Pacific Railroad Company for Longitudinal Pipe Line Crossing, for the Turner Street Force Main Project 59012009A, \$36,300.00, from near Linn Creek at approximately 6th Avenue, running 1840 feet easterly.
21. Resolution 2016-098 Ordering Construction, setting public hearing on proposed plans, specifications, form of contract and estimated cost and directing publication of notice to bidders for the Airport Pavement Rehabilitation Runway End 18 and Connecting Taxiway to Runway 36 Project 77016010A.
22. Resolution 2016-099 Ordering Construction, setting public hearing on proposed plans, specifications, form of contract and estimated cost and directing publication of notice to bidders for the Airport Hangar Floor Replacement Phase II Project 77016009A.

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PUBLIC HEARING

23. Resolution 2016-100 Adopting Budget Amendment for fiscal year ending June 30, 2016.

PUBLIC HEARING

24. Resolution 2016-101 Approving Plans, Specifications, form of contract and cost for the 2016 PCC Crack and Joint Seal project 76016008A.
25. Iowa River Trail
- a) Resolution 2016-102 to Approve the State Recreational Trail Application for the Iowa River Trail.
 - b) Resolution 2016-103 To Approve the REAP Application for the Iowa River Trail.
26. Resolution 2016-104 Approving Settlement Agreement re Rental Registration lawsuit.

ORDINANCES:

PUBLIC HEARING

27. Ordinance 14946 Approving Rezoning approximately 7 to 8 acres of Parcel 8318-01-326-002 from R-3 Medium Density Residential to R-4 Medium Density Residential, first reading. Generally located at 900 E Olive Street, south side of the street.

DISCUSSION:

28. Police and Fire Building public input meetings at the Fisher Community Center:
- a) May 25 (11am – 1pm and 5pm-7 pm)
 - b) May 26 (7 am – 8:15 am)
29. \$30,000 funding out of CIP for TRAILS, Inc.

PUBLIC COMMENTS:

CLOSED SESSION

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

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

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

ADJOURNMENT:

Visit www.ci.marshalltown.ia.us

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

FINANCE DEPARTMENT

May 19, 2016

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

From: Finance Department

Re: April 2016 Monthly Financial Statements

Policy Issue: N/A

Recommendation: Staff recommends approving the April 2016 monthly financial statements.

Background: The Finance department has prepared and reconciled the April 2016 financial statements for your review. During April, the City completed the bid process for the reserve money market account. The City obtained several bids for the account and increased the average interest rate by .16% in comparison to the previous rate. See the investments report for further information regarding the reserve money market accounts.

Budget Impact: N/A

Attachment: April 2016 FS

cc: Randy Wetmore, City Administrator

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



CITY OF MARSHALLTOWN
MONTHLY BALANCE SHEET
FOR THE MAYOR AND CITY COUNCIL
As of April 30, 2016

1
05/17/16
08:38:53

FUND NUMBER & NAME	--ASSETS--		LIABILITIES & NET ASSETS	NET (INCOME) / EXPENSE
	CASH AND INVESTMENTS	ACCOUNTS RECEIVABLE		
101 - GENERAL	1,503,445.66	281,217.83	.00	<278,637.35>
150 - CAPITAL RESERVE FUND	152,670.58	.00	.00	5,303.07
151 - CASH FLOW RESERVE FUND	1,836,685.50	.00	.00	<1,832,069.64>
152 - COLISEUM ACTIVITY	9,813.60	.00	.00	<4,615.86>
153 - BLDG MAINT FUND	460,661.39	.00	.00	15,941.59
201 - GRANTS FRM STATE AGENCY	3,751.69	.00	.00	19,060.39
204 - HERSHEY RECREATION	7,178.81	.00	.00	<8.71>
205 - EMERGENCY FUND	82,500.75	.00	.00	21.15
206 - ROAD USE TAX	3,065,423.95	.00	.00	<82,500.75>
218 - COPS FAST GRANT	<4,670.09>	.00	<2,360,097.78>	<705,326.17>
219 - DEPT OF JUSTICE GRANTS	<3,459.21>	.00	3,550.00	1,120.09
220 - POLICE UNDESIGND GRANTS	<14,771.12>	2,724.40	2,462.95	<1,728.14>
221 - EMPLOYEE BENEFIT FUND	2,256,399.22	14,530.95	.00	5,698.16
223 - POLICE/FIRE RETIREMENT	677,449.13	.00	.00	<475,151.53>
230 - POLICE DONATION FUND	40,737.40	.00	<363,156.10>	<314,293.03>
233 - SOFTBALL ASSOCIATION	39,282.95	.00	<32,540.19>	<8,197.21>
235 - FIRE DEPT DONATION FUND	2,820.06	.00	<38,887.48>	<395.47>
236 - M TOWN TENNIS ASSOC	1,654.99	.00	<3,379.15>	559.09
238 - CITY TORT LIABILITY	126,452.94	.00	<1,820.11>	165.12
242 - LIBRARY DONATION FUND	64,723.35	177.80	<127,458.74>	828.00
246 - SEIZED ASSETS FUND	24,332.67	.00	<68,097.06>	3,373.71
247 - P & R DONATION FUND	57,107.45	.00	<33,063.27>	8,730.60
248 - ECONOMIC DEVELOPMENT	49,079.28	.00	<50,880.86>	<6,226.59>
249 - SUBDIVIDER ESCROW	10,239.20	.00	<48,964.52>	<114.76>
250 - TAX INCREMT FINANCING	1,424,306.90	.00	<10,215.26>	<23.94>
271 - HOUSING GRANTS	36,138.30	.00	<227,900.97>	<1,196,405.93>
276 - LEAD GRANT #4	9,267.11	1,043.95	<35,992.28>	<146.02>
277 - HUD EDI GRANTS	<10,355.20>	.00	86,239.80	<96,550.86>
278 - LOW RENT VOUCHER PROGRAM	66,553.83	.00	9,016.50	1,338.70
281 - CBDG NSP HSG	<98,323.10>	95,150.80	<205,062.92>	43,358.29
282 - HUD LEAD MATCH	40,262.42	.00	92,033.16	6,289.94
283 - LEAD GRANT #5	<190,422.05>	.00	<40,262.42>	.00
290 - E911 SURCHARGE	253,492.99	.00	53,716.05	136,706.00
291 - LOCAL OPTION SALES TAX	2,892,408.90	.00	<291,919.60>	38,426.61
311 - GO BONDS DEBT FUND	2,451,044.37	.00	<2,470,384.26>	<422,024.64>
401 - BIKE PATH - PHASE II	85,399.27	.00	<22,040.74>	<2,429,003.63>
416 - FEDERAL STREET GRANTS	<29,171.50>	.00	<97,727.04>	12,327.77
417 - RISE STREET GRANTS	<156,233.26>	.00	18,437.11	10,734.39
450 - CIP COLLECTION FUND	709,182.83	.00	.00	156,233.26
460 - AIRPORT PROJECT	<59,847.74>	.00	<539,457.38>	<169,725.45>
462 - SPEC ASSMNT PROJECTS	<60,473.95>	.00	<423.04>	60,270.78
471 - POLICE AND FIRE BUILD	46,535.23	.00	27,432.45	<16,381.00>
473 - 2014 GO BONDS	955,008.63	.00	<109,429.67>	62,894.44
477 - TREES FOREVER PROJECT	5,116.40	.00	<1,996,772.64>	1,041,764.01
478 - 2015 GO BONDS	2,042,043.52	.00	<3,415.42>	<1,700.98>
489 - CAPITAL STREET PROJECTS	.00	.00	.00	<2,042,043.52>
			<178,440.15>	178,440.15

CITY OF MARSHALLTOWN
MONTHLY BALANCE SHEET
FOR THE MAYOR AND CITY COUNCIL
As of April 30, 20162
05/17/16
08:38:53

DESCRIPTION	--ASSETS--		LIABILITIES & NET ASSETS	NET (INCOME) / EXPENSE
	CASH AND INVESTMENTS	ACCOUNTS RECEIVABLE		
490 - GO BOND CAPITAL PRJS	6,654.00	3,690.00	<7,367.00>	<2,977.00>
491 - TIF DISTRICT II CAP PRJ	<79,207.17>	.00	444,707.26	<365,500.09>
492 - TIF DISTRICT 3 CAP PRJS	3,254.27	.00	<7,798.45>	4,544.18
494 - PUBLIC WORKS FACILITY	6,211.86	.00	<17,741.30>	11,529.44
510 - STORM SEWER	996,242.52	41,004.00	12,225,299.30	<491,125.03>
520 - WPCP OPERATING FUND	200.00	.00	<30,538,465.91>	<4,564.11>
521 - WPCP REVENUE FUND	8,809,134.73	30,542,830.02	<7,039,676.01>	<2,145,926.99>
522 - WPCP SEW REV FUND	5,895,281.14	.00	.00	<5,895,281.14>
526 - WPCP CAP IMPR RESERVE	1,001,310.42	.00	<1,134,665.04>	133,354.62
527 - WPCP PLANT & IMPROVE	<199.25>	.00	.00	199.25
528 - SANITARY SEWER REHAB	<839,241.62>	.00	<574,472.41>	1,413,714.03
529 - SEWER NEW CONSTRUCTION	27,723.61	.00	<12,800.00>	<14,923.61>
530 - COMPOSTING	167,879.38	1,370.99	<250,055.49>	<3,467.46>
540 - P&R CONCESSIONS	15,227.34	.00	<25,949.09>	10,721.75
550 - TRANSIT OPERATING	178,087.18	.00	<1,739,557.67>	12,160.07
681 - OCCUP INSUR ESCROW	118,817.89	.00	<146,858.03>	28,040.14
684 - GRP HEALTH INS ESCROW	2,637,677.24	26,713.43	<2,774,214.06>	109,823.39
686 - W.C. DEDUCTIBLE	37,609.73	.00	<37,545.61>	<64.12>
801 - POLICE PENSION	<1,457.70>	.00	.00	1,457.70
844 - SALES TAX	1,262.05	.00	<1,262.05>	.00
870 - SURETY BONDS/DEPOSITS	1,216.42	.00	<1,216.42>	.00
871 - IA STATE SLEUTH	14,895.79	.00	<14,895.79>	.00
991 - CAPITAL ASSET FUND	.00	.00	<44,862,750.93>	.00
999 - PAYROLL LIABILITY ACCTS	159,971.67	.00	<159,971.67>	.00
GRAND TOTAL	40,019,995.55	893,514.92	<116,538,072.51>	<13,639,901.21>

Enter Information to Graph for Council
 As of April 30, 2016

DESCRIPTION	INVESTMNTS
0212.000 FRMS SAVINGS BANK SVGS	
00999 CITY-MARSHALLTWN POOLED CASH	.27 2,000,000.00 Reserve money market
0212.000 FRMS SAVINGS BANK SVGS	2,000,000.00
0213.000 CENTRAL STATE BNK MONEY MARKET	
0213.000 CENTRAL STATE BNK MONEY MARKET	.40 4,000,131.51 Reserve money market
0213.000 CENTRAL STATE BNK MONEY MARKET	4,000,131.51
0214.000 WELLS FARGO MONEY MARKET	
0214.000 WELLS FARGO MONEY MARKET	.15 3,001,589.42 Reserve money market
0214.000 WELLS FARGO MONEY MARKET	3,001,589.42
0215.000 IPAIT MONEY MARKET	
00478 2015 GO BONDS	
00031134 2015B GO BONDS - STREET, DIP/DANG BUIL	.034 2,094,606.80
00522 (D) WPCP REVENUE BOND FUND	
00059007 2015 SEWER REVENUE BONDS	.034 3,000,417.07
0215.000 IPAIT MONEY MARKET	5,095,023.87
0216.000 GREAT WESTERN BANK MM	
00999 CITY-MARSHALLTWN POOLED CASH	.25 4,555,047.39 Reserve money market
0216.000 GREAT WESTERN BANK MM	4,555,047.39
0228.000 HOME FED CD(0-90 DAYS)	
00522 (D) WPCP REVENUE BOND FUND	
00059007 2015 SEWER REVENUE BONDS	.10 1,000,369.86
0228.000 HOME FED CD(0-90 DAYS)	1,000,369.86
0247.000 FRMRS SVGS BK CD (91-365)	
00059007 2015 SEWER REVENUE BONDS	.44 1,001,809.53
0247.000 FRMRS SVGS BK CD (91-365)	1,001,809.53
0248.000 HOME FEDERAL CD (91-365DY	
00059007 2015 SEWER REVENUE BONDS	.25 1,000,616.44
0248.000 HOME FEDERAL CD (91-365DY	1,000,616.44

Enter Information to Graph for Council
As of April 30, 2016

DESCRIPTION	INVESTMNTS
0261.000 USBANK CD (> 1 YR)	
00999 CITY-MARSHALLTWN POOLED CASH	.75 1,000,000.00
0261.000 USBANK CD (> 1 YR)	1,000,000.00
0265.000 IPAIT CD (> 1 YR)	
00521 WPCP REVENUE	.43 1,000,000.00
0265.000 IPAIT CD (> 1 YR)	1,000,000.00
0266.000 CENTRAL STATE BANK CD (> 1 YR)	
00291 LOCAL OPTION SALES TAX	
89099012 LOST - Storm Sewer/Street Improvements	.45 1,002,268.49
0266.000 CENTRAL STATE BANK CD (> 1 YR)	1,002,268.49
0267.000 FARMERS CD (> 1 YR)	
00151 CASH FLOW RESERVE FUND	
00684 GROUP HEALTH INSURANCE ESCROW	.36 1,002,666.17
00999 CITY-MARSHALLTWN POOLED CASH	.36 1,002,666.17
00999 CITY-MARSHALLTWN POOLED CASH	.52 1,000,000.00
0267.000 FRMRS SVGS BANK CD (GRT 1YR)	3,005,332.34
0268.000 PINNACLE CD (> 1 YR)	
00684 GROUP HEALTH INSURANCE ESCROW	.58 1,000,000.00
0268.000 PINNACLE CD (> 1 YR)	1,000,000.00
0273.000 IPAIT GOV SEC(> 1 YR)	
00521 WPCP REVENUE	.41 1,005,004.00
0273.000 IPAIT GOV SEC(> 1 YR)	1,005,004.00
	29,667,192.85

COUNCIL
CNCLRVEXPBBUDGET REPORT BY CATEGORY
EXCLUDES NON-BUDGETED FUNDS 681-686,
801-878 and 999

05/17/16

08:39:02

For the Ten Months Ending April 30, 2016

DESCRIPTION	THIS MONTH ACTUAL	ORIGINAL BUDGET	Y-T-D ACTUAL	REMAINING BUDGET	% USED	

REVENUES						
4010	PROPERTY TAXES	3,512,836.16	10,329,114	8,887,606.44	1,441,507.56	13.96 %
4090	TIF TAXES	423,165.84	1,408,940	1,137,156.74	271,783.26	19.29 %
4100	OTHER CITY TAXES	742,435.69	4,601,695	4,528,823.79	72,871.21	1.58 %
4200	LICENSES & PERMITS	20,147.60	242,350	245,767.69	<3,417.69>	1.41-%
4600	USE OF MONEY & PROPERTY	10,362.37	152,120	189,512.21	<37,392.21>	24.58-%
4300	INTERGOVERNMENTAL REVENUE	1,072,776.83	8,165,205	7,026,420.81	1,138,784.19	13.95 %
4400	CHARGES FOR SERVICES	716,991.03	8,503,124	6,881,055.44	1,622,068.56	19.08 %
4500	FINES & FORFEITURES	9,429.51	168,500	96,099.07	72,400.93	42.97 %
4700	SPECIAL ASSESSMENTS	.00	26,678	12,883.00	13,795.00	51.71 %
4800	MISCELLANEOUS REVENUES	39,466.30	748,100	809,645.64	<61,545.64>	8.23-%
4900	OTHER FINANCING SOURCES	.00	22,500,000	8,094,421.75	14,405,578.25	64.02 %

**TOTAL REVENUES		6,547,611.33	56,845,826	37,909,392.58	18,936,433.42	33.31 %
EXPENDITURES						
PUBLIC SAFETY						
5005	SALARIES	415,328.20	5,636,071	4,554,702.54	1,081,368.46	80.81 %
5100	BENEFITS	195,843.07	2,609,600	2,058,911.75	550,688.25	78.90 %
5205	OPERATING	45,629.46	767,878	734,783.19	33,094.81	95.69 %
5700	CAPITAL OUTLAY	5,763.17	481,791	493,545.73	<11,754.73>	102.44 %

**TOTAL PUBLIC SAFETY		662,563.90	9,495,340	7,841,943.21	1,653,396.79	82.59 %
PUBLIC WORKS						
5005	SALARIES	76,450.00	1,095,095	886,104.06	208,990.94	80.92 %
5100	BENEFITS	34,223.76	506,312	369,004.96	137,307.04	72.88 %
5205	OPERATING	81,658.60	1,895,212	1,072,833.48	822,378.52	56.61 %
5700	CAPITAL OUTLAY	132,661.50	488,000	626,875.04	<138,875.04>	128.46 %
5800	DEBT SERVICE	.00	0	187.50	<187.50>	.00 %

**TOTAL PUBLIC WORKS		324,993.86	3,984,619	2,955,005.04	1,029,613.96	74.16 %
HEALTH AND SOCIAL SERVICES						
5005	SALARIES	37,642.89	492,860	393,906.25	98,953.75	79.92 %
5100	BENEFITS	11,577.64	155,608	116,344.73	39,263.27	74.77 %
5205	OPERATING	83,314.06	1,058,532	613,017.07	445,514.93	57.91 %
5700	CAPITAL OUTLAY	.00	150	25.96	124.04	17.31 %

**TOTAL HEALTH & SOCIAL SERVS		132,534.59	1,707,150	1,123,294.01	583,855.99	65.80 %

COUNCIL
CNCLRVEXPBBUDGET REPORT BY CATEGORY
EXCLUDES NON-BUDGETED FUNDS 681-686,
801-878 and 999

05/17/16

08:39:02

For the Ten Months Ending April 30, 2016

DESCRIPTION	THIS MONTH ACTUAL	ORIGINAL BUDGET	Y-T-D ACTUAL	REMAINING BUDGET	% USED

CULTURE AND RECREATION					
5005 SALARIES	75,333.14	1,208,557	945,348.00	263,209.00	78.22 %
5100 BENEFITS	34,217.79	410,118	295,071.14	115,046.86	71.95 %
5205 OPERATING	43,154.31	1,081,910	780,670.30	301,239.70	72.16 %
5700 CAPITAL OUTLAY	9,859.59	194,378	148,739.63	45,638.37	76.52 %
5865 OTHER EXPENDITURES	.00	0	101.03	<101.03>	.00 %

**TOTAL CULTURE & RECREATION	162,564.83	2,894,963	2,169,930.10	725,032.90	74.96 %
COMMUNITY & ECONOMIC DEVELMNT					
5005 SALARIES	12,437.80	246,688	146,758.09	99,929.91	59.49 %
5100 BENEFITS	4,390.14	79,548	48,030.94	31,517.06	60.38 %
5205 OPERATING	104,004.60	1,136,343	983,891.66	152,451.34	86.58 %
5700 CAPITAL OUTLAY	.00	2,000	.00	2,000.00	.00 %
5800 DEBT SERVICE PAYMENTS	.00	0	62.50	<62.50>	.00 %

**TOTAL COMM & ECONOMIC DV	120,832.54	1,464,579	1,178,743.19	285,835.81	80.48 %
GENERAL GOVERNMENT					
5005 SALARIES	43,536.76	835,638	470,907.93	364,730.07	56.35 %
5100 BENEFITS	16,203.13	224,914	208,374.54	16,539.46	92.65 %
5205 OPERATING	19,624.94	349,648	320,709.08	28,938.92	91.72 %
5700 CAPITAL OUTLAY	.00	236,665	39,737.95	196,927.05	16.79 %
5865 OTHER EXPENDITURES	288.25	0	1,430.28	<1,430.28>	.00 %

**TOTAL GENERAL GOVERNMENT	79,653.08	1,646,865	1,041,159.78	605,705.22	63.22 %
ENTERPRISES					
5005 SALARIES	118,180.73	1,779,582	1,374,188.29	405,393.71	77.22 %
5100 BENEFITS	43,757.46	635,238	462,917.05	172,320.95	72.87 %
5205 OPERATING	206,391.01	4,120,603	3,259,675.50	860,927.50	79.11 %
5700 CAPITAL OUTLAY	42,196.60	5,885,300	157,541.65	5,727,758.35	2.68 %
5800 DEBT SERVICE PAYMENTS	8,707.57	1,842,640	521,290.00	1,321,350.00	28.29 %
5865 OTHER EXPENDITURES	200.00	4,000	1,957.94	2,042.06	48.95 %

**TOTAL ENTERPRISES	419,433.37	14,267,363	5,777,570.43	8,489,792.57	40.50 %
5000 **DEBT SERVICE	.00	3,467,146	205,940.00	3,261,206.00	5.94 %

CITY OF MARSHALLTOWN
BUDGET REPORT BY CATEGORY
EXCLUDES NON-BUDGETED FUNDS 681-686,
801-878 and 999
For the Ten Months Ending April 30, 2016

DESCRIPTION	THIS MONTH ACTUAL	ORIGINAL BUDGET	Y-T-D ACTUAL	REMAINING BUDGET	% USED
5000 **CAPITAL PROJECTS	177,045.98	17,985,051	1,836,648.50	16,148,402.50	10.21 %
***TOTAL EXPENDITURES	2,079,622.15	56,913,076	24,130,234.26	32,782,841.74	42.40 %
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	4,467,989.18	<67,250>	13,779,158.32	<13,846,408.32>	20,489.45 %

CITY OF MARSHALLTOWN
BUDGET REPORT BY PROGRAM/DEPARTMENT
EXCLUDES NON-BUDGETED FUNDS 681-686, 801
844, 999
For the Ten Months Ending April 30, 2016

		PERSONAL		CAPITAL	DEBT/OTHER	TOTAL	ORIGINAL	
DESCRIPTION		SERVICES	OPERATING	OUTLAY	COSTS	EXPENSES	BUDGET	% USED

2015								
100	PUBLIC SAFETY							
110	Police Administratio	3,619,966	333,488	164,660	0	4,118,114	5,255,242	78.36 %
113	Police Dispatch	733,296	159,741	83,863	0	976,900	1,218,494	80.17 %
140	Fire Protection	2,158,005	69,620	245,024	0	2,472,649	2,797,006	88.40 %
141	Fire Training Divisi	102,347	6,905	0	0	109,252	138,124	79.10 %
142	Fire Prevention Bure	0	3,558	0	0	3,558	4,500	79.07 %
170	Civil Defense	0	27,466	0	0	27,466	29,580	92.85 %
180	Flood Control	0	90,005	0	0	90,005	394	22,843.91 %
240	Animal Control	0	44,000	0	0	44,000	52,000	84.62 %

100	PUBLIC SAFETY	6,613,614	734,783	493,547	0	7,841,944	9,495,340	82.59 %

200	PUBLIC WORKS							
120	Traffic Safety	118,005	33,386	0	0	151,391	237,158	63.84 %
160	Street Lighting	20,294	169,644	0	0	189,938	250,972	75.68 %
540	Solid Waste	0	112,899	0	0	112,899	113,708	99.29 %
710	Street Maintenance	681,510	354,572	322,832	188	1,359,102	1,737,509	78.22 %
711	Street Cleaning	0	2,308	160,720	0	163,028	7,500	2,173.71 %
712	Snow Removal	89,672	122,312	132,166	0	344,150	250,728	137.26 %
740	Sidewalks	0	89,326	0	0	89,326	55,000	162.41 %
750	Street Construction	0	78,779	0	0	78,779	711,000	11.08 %
760	Engineering	310,452	31,114	11,157	0	352,723	490,437	71.92 %
770	Airport	0	71,147	0	0	71,147	70,490	100.93 %
790	Parking System	35,175	7,346	0	0	42,521	60,117	70.73 %

200	PUBLIC WORKS	1,255,108	1,072,833	626,875	188	2,955,004	3,984,619	74.16 %

300	HEALTH AND SOCIAL SER							
210	Community Health	222,633	563,159	0	0	785,792	1,167,344	67.31 %
480	Senior Citizens Prog	0	26,836	0	0	26,836	137,732	19.48 %
550	Electrical Inspectio	58,012	599	26	0	58,637	76,174	76.98 %
560	Building Inspection	147,288	3,218	0	0	150,506	188,728	79.75 %
561	Rental Inspection	82,317	10,374	0	0	92,691	93,877	98.74 %
581	Nuisance Cleanup	0	8,832	0	0	8,832	43,295	20.40 %

300	HEALTH AND SOCIAL SER	510,250	613,018	26	0	1,123,294	1,707,150	65.80 %

400	CULTURE AND RECREATIO							
310	Library	616,512	143,878	121,469	101	881,960	1,039,050	84.88 %
330	City Band	6,253	441	0	0	6,694	9,688	69.10 %
340	Fisher Community Cen	0	70,363	0	0	70,363	76,760	91.67 %
410	Parks	394,504	120,007	27,091	0	541,602	827,476	65.45 %
420	Recreation	30,712	27,597	0	0	58,309	171,154	34.07 %
421	Playgrounds/School	115,837	22,773	0	0	138,610	189,440	73.17 %
440	Swimming Pools	23,507	98,543	0	0	122,050	219,183	55.68 %
451	Coliseum	16,175	19,997	180	0	36,352	50,202	72.41 %
460	Convention & Tourism	0	264,381	0	0	264,381	260,390	101.53 %
545	Cable TV	36,919	12,691	0	0	49,610	51,620	96.11 %

CITY OF MARSHALLTOWN
BUDGET REPORT BY PROGRAM/DEPARTMENT
EXCLUDES NON-BUDGETED FUNDS 681-686, 801
844, 999
For the Ten Months Ending April 30, 2016

	DESCRIPTION	PERSONAL SERVICES	OPERATING	CAPITAL OUTLAY	DEBT/OTHER COSTS	TOTAL EXPENSES	ORIGINAL BUDGET	% USED
400	CULTURE AND RECREATIO							
400	CULTURE AND RECREATIO	1,240,419	780,671	148,740	101	2,169,931	2,894,963	74.96 %
580	Community Beautifica	5,145	9,359	0	0	14,504	20,796	69.74 %
581	Nuisance Cleanup	0	15,480	0	63	15,543	0	.00 %
660	Economic Development	0	104,755	0	0	104,755	94,000	111.44 %
690	Housing	143,114	840,482	0	0	983,596	1,146,769	85.77 %
715	Tree Removal/Maint	9,325	0	0	0	9,325	0	.00 %
870	Planning & Zoning	37,204	13,816	0	0	51,020	203,014	25.13 %
500	COMMUNITY AND ECONOMI	194,788	983,892	0	63	1,178,743	1,464,579	80.48 %
600	GENERAL GOVERNMENT							
810	City Council	19,549	480	0	0	20,029	25,407	78.83 %
820	Technical Services	88,582	2,369	0	0	90,951	115,622	78.66 %
830	Mayor	7,016	436	0	0	7,452	13,867	53.74 %
831	City Administrator	100,804	2,303	0	0	103,107	132,532	77.80 %
840	City Clerk	76,758	24,241	5,620	18	106,637	147,906	72.10 %
850	Finance	354,127	86,102	22,295	441	462,965	675,826	68.50 %
860	Legal	0	80,976	0	0	80,976	90,000	89.97 %
880	City Hall	9,547	49,020	0	0	58,567	56,400	103.84 %
889	Elections	0	7,779	0	0	7,779	8,900	87.40 %
890	General Government	0	9,827	0	972	10,799	168,063	6.43 %
891	Data Processing	22,900	57,175	11,823	0	91,898	212,342	43.28 %
600	GENERAL GOVERNMENT	679,283	320,708	39,738	1,431	1,041,160	1,646,865	63.22 %
700	BUSINESS TYPE							
180	Flood Control	0	0	0	0	0	1,380,000	.00 %
430	Pool Concessions	11,102	9,585	200	0	20,887	42,656	48.97 %
440	Swimming Pools	0	6,600	0	0	6,600	0	.00 %
520	Sewage Treatment	953,999	1,170,689	102,954	209,151	2,436,793	4,536,169	53.72 %
531	Storm Sewer - WPCP	192,158	55,356	14,269	444	262,227	616,965	42.50 %
532	Dike Maintenance	13,679	10,041	0	0	23,720	42,643	55.62 %
533	Storm Sewer - Permit	0	0	0	0	0	8,000	.00 %
540	Solid Waste	42,896	9,490	0	100	52,486	55,561	94.47 %
590	Sanitary Sewers	255,236	1,833,799	29,855	313,553	2,432,443	6,811,865	35.71 %
780	Bus	368,035	164,115	10,263	0	542,413	773,504	70.12 %
700	BUSINESS TYPE	1,837,105	3,259,675	157,541	523,248	5,777,569	14,267,363	40.50 %
800	DEBT SERVICE							
990	Intragovernmental Se	0	0	0	205,940	205,940	3,467,146	5.94 %
800	DEBT SERVICE	0	0	0	205,940	205,940	3,467,146	5.94 %

COUNCIL
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EXCLUDES NON-BUDGETED FUNDS 681-686, 801
844, 999

05/17/16

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For the Ten Months Ending April 30, 2016

DESCRIPTION	PERSONAL SERVICES	OPERATING	CAPITAL OUTLAY	DEBT/OTHER COSTS	TOTAL EXPENSES	ORIGINAL BUDGET	% USED
900 CAPITAL PROJECTS	0	5,213	0	0	5,213	0	.00 %
110 Police Administratio	0	63,122	0	0	63,122	16,500,000	.38 %
140 Fire Protection	0	121	0	0	121	0	.00 %
410 Parks	0	48,525	0	0	48,525	427,051	11.36 %
530 Storm Sewer - Engine	0	153,546	911	0	154,457	550,000	28.08 %
580 Community Beautifica	0	457	799	0	1,256	3,000	41.87 %
710 Street Maintenance	0	1,161,335	0	0	1,161,335	0	.00 %
750 Street Construction	0	311,191	0	0	311,191	500,000	62.24 %
770 Airport	0	85,082	0	0	85,082	5,000	1,701.64 %
990 Intragovernmental Se	0	0	6,346	0	6,346	0	.00 %
900 CAPITAL PROJECTS	0	1,828,592	8,056	0	1,836,648	17,985,051	10.21 %
2015	12,330,567	9,594,172	1,474,523	730,971	24,130,233	56,913,076	42.40 %

For the Period Ending April 30, 2016

DESCRIPTION	REVENUE	EXPENSES
101 - GENERAL	2,860,715	1,107,725
150 - CAPITAL RESERVE FUND	36	5,607
151 - CASH FLOW RESERVE FUND	194	0
152 - COLISEUM ACTIVITY	834	1,202
153 - BLDG MAINT FUND	107	0
201 - GRANTS FRM STATE AGENCY	1	0
204 - HERSHEY RECREATION	2	0
205 - EMERGENCY FUND	82,501	0
206 - ROAD USE TAX	202,621	157,311
218 - COPS FAST GRANT	3,470	3,925
219 - DEPT OF JUSTICE GRANTS	0	1,080
220 - POLICE UNDESIGNTD GRANTS	8,123	5,459
221 - EMPLOYEE BENEFIT FUND	85,966	0
223 - POLICE/FIRE RETIREMENT	465,253	0
230 - POLICE DONATION FUND	244	1,172
233 - SOFTBALL ASSOCIATION	17,526	82
235 - FIRE DEPT DONATION FUND	1	2,770
236 - M'TOWN TENNIS ASSOC	0	0
238 - CITY TORT LIABILITY	29	325
240 - FIRE DEPT GRANTS	0	0
242 - LIBRARY DONATION FUND	8,302	5,891
246 - SEIZED ASSETS FUND	21	0
247 - P & R DONATION FUND	1,004	678
248 - ECONOMIC DEVELOPMENT	11	0
249 - SUBDIVIDER ESCROW	2	0
250 - TAX INCREMENT FINANCING	487,594	22,324
271 - HOUSING GRANTS	8	911
276 - LEAD GRANT #4	0	0
277 - HUD EDI GRANTS	0	0
278 - LOW RENT VOUCHER PROGRAM	114,801	107,519
281 - CDBG NSP HSNG	0	274
282 - HUD LEAD MATCH	0	0
283 - LEAD GRANT #5	9,955	100,402
290 - B911 SURCHARGE	59	8,216
291 - LOCAL OPTION SALES TAX	232,467	151,824
311 - GO BONDS DEBT FUND	1,090,460	0
401 - BIKE PATH - PHASE II	36,020	5,805
416 - FEDERAL STREET GRANTS	0	0
417 - RISE STREET GRANTS	0	0
450 - CIP COLLECTION FUND	190,169	0
460 - AIRPORT PROJECT	0	3,531
462 - SPEC ASSMNT PROJECTS	0	0
471 - POLICE AND FIRE BUILD	11	8,849
473 - 2014 GO BONDS	222	273
477 - TREES FOREVER PROJECT	2,151	258
478 - 2015 GO BONDS	59	458
484 - 2013 BOND PROJECTS	0	0
489 - CAPITAL STREET PROJECTS	0	0
490 - GO BOND CAPITAL PRJS	0	150
491 - TIF DISTRICT II CAP PRJ	0	2,849
492 - TIF DISTRICT 3 CAP PRJS	1	0

For the Period Ending April 30, 2016

DESCRIPTION	REVENUE	EXPENSES
494 - PUBLIC WORKS FACILITY	1	3,506
510 - STORM SEWER	85,471	23,749
520 - WPCP OPERATING FUND	0	236,086
521 - WPCP REVENUE FUND	533,433	0
522 - WPCP SEW REV FUND	447	2,437
526 - WPCP CAP IMPR RESERVE	233	0
527 - WPCP PLANT IMPR	0	0
528 - SANITARY SEWER REHAB	0	110,945
529 - SEWER NEW CONSTRUCTION	0	0
530 - COMPOSTING	8,720	5,564
540 - P&R CONCESSIONS	3	3,515
550 - TRANSIT OPERATING	18,359	44,167
681 - OCCUP INSUR ESCROW	28	4,011
684 - GRP HEALTH INS ESCROW	209,400	180,924
686 - W.C. DEDUCTIBLE	9	0
801 - POLICE PENSION	0	1,458
844 - SALES TAX	0	0
870 - SURETY BONDS/DEPOSITS	0	0
871 - IA STATE SLEUTH	0	0
991 - CAPITAL ASSET FUND	0	0
999 - PAYROLL LIABILITY ACCTS	0	0
GRAND TOTAL	6,757,044.00	2,266,014.00

COUNCIL DATE: MAY 23rd, 2016	
VISA	\$0.00
ACH'S	\$373,437.32
CHECKS	\$138,742.15
PAYROLL #9	\$534,921.51
	\$1,047,100.98

PERIOD ENDING 4/30/16

\$1,047,100.98

TOTAL FOR COUNCIL

206710.5600.000	AIRGAS USA, LLC	6/1/16-5/31 RENTALS	47.50
520520.5380.000	AIRGAS USA, LLC	6/1/16-5/31 RENTALS	287.50
206710.5600.000	AIRGAS USA, LLC	OP SUPPLIES	9.25
233410.5340.010	ALL AMERICAN TURF BEAUTY, INC	6TH ST SOFTBALL COMPLEX	245.46
233410.5340.010	ALL AMERICAN TURF BEAUTY, INC	6TH ST SOFTBALL COMPLEX	262.15
233410.5340.010	ALL AMERICAN TURF BEAUTY, INC	6TH ST SOFTBALL COMPLEX	200.34
101440.5340.010	ALL AMERICAN TURF BEAUTY, INC	AQUATIC CENTER	201.76
471110.5230.030	ALLENDER BUTZKE ENGINEERS INC	PD/FD ARCHITECT FEE	2,200.00
101110.5450.000	ALLIANCE CONNECT	MAY PHONE LINES	477.12
101110.5450.000	ALLIANCE CONNECT	MAY PHONE LINES	34.19
101140.5450.000	ALLIANCE CONNECT	MAY PHONE LINES	136.54
101310.5450.000	ALLIANCE CONNECT	MAY PHONE LINES	136.54
101420.5450.000	ALLIANCE CONNECT	MAY PHONE LINES	197.40
101440.5450.000	ALLIANCE CONNECT	MAY PHONE LINES	64.14
101480.5450.000	ALLIANCE CONNECT	MAY PHONE LINES	32.07
101560.5450.000	ALLIANCE CONNECT	MAY PHONE LINES	35.37
101561.5450.000	ALLIANCE CONNECT	MAY PHONE LINES	35.37
101581.5450.000	ALLIANCE CONNECT	MAY PHONE LINES	33.73
101770.5450.000	ALLIANCE CONNECT	MAY PHONE LINES	35.37
101820.5450.000	ALLIANCE CONNECT	MAY PHONE LINES	33.73
101830.5450.000	ALLIANCE CONNECT	MAY PHONE LINES	35.37
101831.5450.000	ALLIANCE CONNECT	MAY PHONE LINES	35.37
101840.5450.000	ALLIANCE CONNECT	MAY PHONE LINES	69.10
101850.5450.000	ALLIANCE CONNECT	MAY PHONE LINES	69.10
101870.5450.000	ALLIANCE CONNECT	MAY PHONE LINES	33.73
101890.5450.000	ALLIANCE CONNECT	MAY PHONE LINES	170.25
101891.5450.000	ALLIANCE CONNECT	MAY PHONE LINES	32.07
152451.5450.000	ALLIANCE CONNECT	MAY PHONE LINES	33.73
206120.5450.000	ALLIANCE CONNECT	MAY PHONE LINES	33.73
206710.5450.000	ALLIANCE CONNECT	MAY PHONE LINES	101.17
206760.5450.000	ALLIANCE CONNECT	MAY PHONE LINES	35.37
233410.5450.000	ALLIANCE CONNECT	MAY PHONE LINES	32.07
278690.5450.000	ALLIANCE CONNECT	MAY PHONE LINES	102.83
283210.5450.000	ALLIANCE CONNECT	MAY PHONE LINES	33.73
283210.5450.000	ALLIANCE CONNECT	MAY PHONE LINES	35.37
283210.5450.000	ALLIANCE CONNECT	MAY PHONE LINES	35.37
290113.5450.000	ALLIANCE CONNECT	MAY PHONE LINES	241.03
510531.5450.000	ALLIANCE CONNECT	MAY PHONE LINES	14.81
520520.5450.000	ALLIANCE CONNECT	MAY PHONE LINES	110.65
520590.5450.000	ALLIANCE CONNECT	MAY PHONE LINES	22.22

550780.5450.000	ALLIANCE CONNECT	MAY PHONE LINES	65.80
520520.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	174.71
101480.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	1,358.94
101480.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	304.20
101881.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	1,086.19
101881.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	172.61
101880.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	99.03
101770.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	348.90
281690.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	14.46
281690.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	14.15
206160.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	54.58
206160.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	101.66
101410.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	47.38
101410.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	26.41
206120.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	30.23
206120.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	32.02
206120.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	29.21
206120.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	29.51
281690.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	37.50
281690.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	(1.22)
281690.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	9.15
281690.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	15.65
281690.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	12.14
520590.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	78.92
281690.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	18.49
281690.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	9.68
101410.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	20.54
520520.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	16.39
101410.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	0.54
206160.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	66.49
206120.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	144.04
206120.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	18.86
206120.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	24.83
206160.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	16.39
510531.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	283.85
101410.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	25.11
530540.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	60.84
101410.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	43.40
101410.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	96.47
206120.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	25.77
520520.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	22,033.03
520590.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	102.09
101410.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	57.64
510531.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	11.42
520520.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	1,265.70
520590.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	17.11
206160.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	58.31
520590.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	81.47
510531.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	253.29
101410.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	75.41
206120.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	30.05
101110.5460.000	ANDREW COLE	CONFERENCE MEALS	24.30

101410.5460.025	ANNEMARIE, SELNESS	MOVING EXPENSES	332.52
101420.5460.025	ANNEMARIE, SELNESS	MOVING EXPENSES	20.78
101440.5460.025	ANNEMARIE, SELNESS	MOVING EXPENSES	20.78
101580.5460.025	ANNEMARIE, SELNESS	MOVING EXPENSES	20.78
152451.5460.025	ANNEMARIE, SELNESS	MOVING EXPENSES	20.78
520520.5600.000	AQUA-AEROBIC SYSTEMS INC	ACUTATOR SB DECANter VALVE	1,001.88
101410.5570.000	ARNOLD MOTOR SUPPLY	#711 DOOR PART	57.55
101410.5562.000	ARNOLD MOTOR SUPPLY	#712 HY VBELT	28.79
101410.5562.000	ARNOLD MOTOR SUPPLY	#712 KUBOTA PART	18.99
101410.5562.000	ARNOLD MOTOR SUPPLY	#712 VBELTS	28.26
206760.5570.000	ARNOLD MOTOR SUPPLY	BATTERY	85.30
206710.5600.000	ARNOLD MOTOR SUPPLY	BRAKE CLEAN	111.01
206710.5570.000	ARNOLD MOTOR SUPPLY	FILTERS	58.63
206710.5570.000	ARNOLD MOTOR SUPPLY	HEADLAMP	25.05
101410.5562.000	ARNOLD MOTOR SUPPLY	JD FUEL FILTER	12.97
206710.5600.000	ARNOLD MOTOR SUPPLY	MOISTER IND	42.58
101110.5570.000	ARNOLD MOTOR SUPPLY	OIL FILTERS	35.04
206710.5600.000	ARNOLD MOTOR SUPPLY	PLIERS	24.48
101410.5562.000	ARNOLD MOTOR SUPPLY	RETURN #712	-\$38.06
206710.5600.000	ARNOLD MOTOR SUPPLY	RETURN PLIERS	-\$24.48
206710.5570.000	ARNOLD MOTOR SUPPLY	RETURN POLY VBELT	-\$26.92
206710.5570.000	ARNOLD MOTOR SUPPLY	TIE ROD	-\$55.85
206710.5570.000	ARNOLD MOTOR SUPPLY	TIE ROD	53.06
206710.5570.000	ARNOLD MOTOR SUPPLY	TIE ROD	55.85
206710.5570.000	ARNOLD MOTOR SUPPLY	TIE ROD	47.15
101110.5600.000	ARROWHEAD SCIENTIFIC	FINGERPRINT	129.40
101410.5340.010	ARAMARK	PARK SHELTER SUPPLIES	11.53
101410.5340.010	ARAMARK	PARK SHELTER SUPPLIES	30.05
101410.5340.010	ARAMARK	PARK SHELTER SUPPLIES	30.05
152451.5340.010	ARAMARK	PARK SHELTER SUPPLIES	9.28
101410.5340.010	ARAMARK	PARKSHOP&COLISEUM SUPPLIES	11.53
101410.5340.010	ARAMARK	PARKSHOP&COLISEUM SUPPLIES	17.28
101410.5340.010	ARAMARK	PARKSHOP&COLISEUM SUPPLIES	11.56
152451.5340.010	ARAMARK	PARKSHOP&COLISEUM SUPPLIES	9.28
152451.5340.010	ARAMARK	PARKSHOP&COLISEUM SUPPLIES	3.53
152451.5340.010	ARAMARK	PARKSHOP&COLISEUM SUPPLIES	9.25
999.1125.000	AVESIS	VISION PLAN	327.27
999.1131.000	AXA EQUITABLE	POLICE DEPT IRA FUND	450.00
101310.5732.320	BAKER & TAYLOR ENTERTAINMENT	DVDs MEMORIALS	324.43
101310.5732.320	BAKER & TAYLOR ENTERTAINMENT	DVDs MEMORIALS	231.26
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	15.67
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	14.55
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	57.17
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	74.95
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	10.07
101310.5732.320	BAKER & TAYLOR INCORP	BOOKS	16.23
101310.5732.320	BAKER & TAYLOR INCORP	MEMORIAL BOOKS	15.11
101310.5732.320	BAKER & TAYLOR INCORP	MEMORIAL BOOKS	15.68
101310.5732.320	BAKER & TAYLOR INCORP	MEMORIAL BOOKS	16.19
101310.5732.320	BAKER & TAYLOR INCORP	MEMORIAL BOOKS	19.60
101310.5732.320	BAKER & TAYLOR INCORP	MEMORIAL BOOKS	25.14
101310.5732.320	BAKER & TAYLOR INCORP	MEMORIAL BOOKS	16.77

101310.5732.250	BAKER & TAYLOR INCORP	REFERENCE BOOK	45.00
101110.5600.000	BDH INFORMATION TECHNOLOGY LLC	LAPTOP FOR POLICE CAR	1,058.96
150110.5733.000	BDH INFORMATION TECHNOLOGY LLC	POLICE DEPT SERVER	10,069.66
681110.5230.000	BERNIE LOWE & ASSOC	MED CLAIMS	22.02
681110.5339.000	BERNIE LOWE & ASSOC	MED CLAIMS	348.95
684990.5230.000	BERNIE LOWE & ASSOCIATES, INC	INSURANCE CLAIMS	2,194.50
206710.5610.520	BITUMINOUS MATERIALS & SUPPLY	HFE-90	405.89
206710.5610.520	BITUMINOUS MATERIALS & SUPPLY	HFE-90	820.50
101310.5732.300	BLACKSTONE AUDIO, INC.	AUDIO BOOKS	45.00
101310.5732.300	BLACKSTONE AUDIO, INC.	AUDIO BOOKS	219.00
101310.5732.300	BLACKSTONE AUDIO, INC.	AUDIO BOOKS	150.00
491750.5340.240	BLOMMERS CONSTRUCTION INC	E NEVADA REBUILD	35,098.48
101310.5732.270	BOOKPAGE	SUBSCRIPTIO	300.00
417756.5230.030	BOULDER CONTRACTING	S 18TH AVE IMPROVEMENTS	4,261.22
101850.5470.000	BRIAN DEMOSS	CONFERENCE MILEAGE	111.54
101310.5732.300	BRODART INC	GIFT/BOOKS	89.91
101310.5732.300	BRODART INC	GIFT/BOOKS	98.30
242310.5732.300	BRODART INC	GIFT/BOOKS	54.90
101310.5732.300	BRODART INC	JUVENILE BOOKS	122.39
101310.5732.300	BRODART INC	JUVENILE BOOKS	272.04
101310.5732.300	BRODART INC	JUVENILE BOOKS	9.89
206750.5340.220	CALHOUN-BURNS AND ASSOCIATES	2013 BRIDGE INSPECTIONS	1,822.90
101110.5132.000	CARPENTER UNIFORM COMPANY	UNIFORM SHIRTS	64.00
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE BOOKS	18.69
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE BOOKS	19.46
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE BOOKS	80.96
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE BOOKS	87.97
101310.5732.320	CENGAGE LEARNING INC	LARGE TYPE BOOKS	30.39
101310.5732.320	CENGAGE LEARNING INC	MEMORIAL BOOK	22.74
233410.5562.000	CENTRAL IOWA FARM STORE INC	725 KUBOTA PART	14.90
101770.5570.000	CENTRAL IOWA FARM STORE INC	NEW HOLLAND PART	54.85
101770.5570.000	CENTRAL IOWA FARM STORE INC	NEW HOLLAND PART	42.08
206710.5570.000	CENTRAL IOWA FARM STORE INC	OIL PRESSURE GAUGE	39.05
101110.5600.000	CENTRAL OFFICE SUPPLY	CAN LINERS	64.70
101110.5600.000	CENTRAL OFFICE SUPPLY	DRY ERASE MARKERS	5.74
550780.5600.000	CENTRAL OFFICE SUPPLY	ENVELOPES/PAPER	40.18
550780.5600.000	CENTRAL OFFICE SUPPLY	INK CARTRIDGE	62.26
101310.5600.000	CENTRAL OFFICE SUPPLY	LABELS	5.04
206760.5600.000	CENTRAL OFFICE SUPPLY	STAPLES	3.00
550780.5703.000	CENTRAL OFFICE SUPPLY	WALL FILE	40.85
101110.5450.000	CENTURYLINK	4/16-5/19 PHONE LINES	49.68
101140.5450.000	CENTURYLINK	4/16-5/19 PHONE LINES	16.17
101310.5450.000	CENTURYLINK	4/16-5/19 PHONE LINES	11.69
101420.5450.000	CENTURYLINK	4/16-5/19 PHONE LINES	9.84
101480.5450.000	CENTURYLINK	4/16-5/19 PHONE LINES	1.08
101790.5450.000	CENTURYLINK	4/16-5/19 PHONE LINES	1.08
101831.5450.000	CENTURYLINK	4/16-5/19 PHONE LINES	0.32
101840.5450.000	CENTURYLINK	4/16-5/19 PHONE LINES	4.22
101850.5450.000	CENTURYLINK	4/16-5/19 PHONE LINES	3.95
101890.5450.000	CENTURYLINK	4/16-5/19 PHONE LINES	3.63
206710.5450.000	CENTURYLINK	4/16-5/19 PHONE LINES	3.73
206760.5450.000	CENTURYLINK	4/16-5/19 PHONE LINES	2.32

278690.5450.000	CENTURYLINK	4/16-5/19 PHONE LINES	8.49
283210.5450.000	CENTURYLINK	4/16-5/19 PHONE LINES	4.27
290113.5450.000	CENTURYLINK	4/16-5/19 PHONE LINES	41.43
510531.5450.000	CENTURYLINK	4/16-5/19 PHONE LINES	0.82
520520.5450.000	CENTURYLINK	4/16-5/19 PHONE LINES	7.13
520590.5450.000	CENTURYLINK	4/16-5/19 PHONE LINES	0.55
550780.5450.000	CENTURYLINK	4/16-5/19 PHONE LINES	1.08
290113.5450.000	CENTURYLINK	4/16-5/19 PHONE LINES	606.77
290113.5450.000	CENTURYLINK	4/16-5/19 PHONE LINES	418.00
290113.5450.000	CENTURYLINK	4/16-5/19 PHONE LINES	20.37
290113.5450.000	CENTURYLINK	4/16-5/19 PHONE LINES	76.00
206710.5610.600	CESSFORD CONSTRUCTION CO	HIGH PERF COLD MIX	2,030.09
101110.5430.000	CHRIS FEAGAN	1.5 HOURS INTERPRETING	45.00
206710.5600.000	CINTAS CORPORATION	FIRST AID SUPPLIES	107.68
491750.5230.030	CLAPSADDLE GARBER ASSOC INC	SE SOUTH ST	4,609.07
540430.5600.055	COCA COLA ENTERPRISES INC	CONCESSION	2,355.32
999.1129.000	COLONIAL LIFE	SHORT TERM INSURANCE	372.28
510531.5600.000	CONCRETE INC	12TH/STATE	262.14
510531.5600.000	CONCRETE INC	1ST/BYRON	147.78
510531.5600.000	CONCRETE INC	1ST/BYRON	294.91
206120.5480.010	CONSUMERS ENERGY CO-OP	4/1-5/2 MARSHALLTOWN	58.24
206160.5480.010	CONSUMERS ENERGY CO-OP	4/1-5/2 MARSHALLTOWN	382.50
152451.5600.080	CRESCENT ELECTRIC SUPPLY CO	COLISEUM	89.80
101770.5570.000	CROP PRODUCTION SERVICES	DIESEL/AIRPORT	212.94
206710.5570.000	CROP PRODUCTION SERVICES	OIL/WINDSHIELD WASH	588.00
278690.5240.510	DANIEL D CROSSER	RENT ASSIST	450.00
520520.5410.000	DAVE'S CRANE & WRECKER SERVICE	PRIMARY SKIMMER MOVED	740.00
101141.5460.000	DENNIS BACHMAN	CPR INSTRUCTIONS	68.00
550780.5570.000	DIAMOND MANUFACTURING INC	CABINET W/VAULT LOCK	1,018.00
101410.5600.080	DIAMOND VOGEL PAINTS	2GALLONS PAINT	61.41
206710.5600.000	DIAMOND VOGEL PAINTS	INVOICE PAID 2X	(130.50)
101440.5600.080	DIAMOND VOGEL PAINTS	MULT EPOXY	145.38
101420.5340.640	EMILY GALE-HAZEN	5/1-5/14 ZUMBA CLASSES	120.00
101110.5132.000	ENTENMANN ROVIN COMPANY	REFINISH 2 BADGES	92.50
283210.5600.031	ENVIRONMENTAL HAZARDS SERV	218 BEAUTIFUL ST, TAMA	101.50
206710.5600.000	FASTENAL COMPANY	GLOVES	10.01
206710.5600.000	FASTENAL COMPANY	OP SUPPLIES	71.24
206710.5600.000	FASTENAL COMPANY	OP SUPPLIES	27.90
206710.5600.000	FASTENAL COMPANY	OP SUPPLIES	59.90
206710.5600.000	FASTENAL COMPANY	OP SUPPLIES	64.70
520520.5600.000	FASTENAL COMPANY	OP SUPPLIES	191.20
999.1109.000	FIRE UNION DUES	UNION LOCAL 16	1,200.00
520520.5230.030	FOX ENGINEERING ASSOCIATES INC	NPDES PERMIT	137.00
520520.5230.030	FOX ENGINEERING ASSOCIATES INC	WPCP BIO GAS GENERATOR	1,450.00
101110.5460.000	FOX VALLEY TECHNICAL COLLEGE	ROD WHITMORE	275.00
101110.5132.000	GALLS LLC	2 INNER BELTS	69.95
101110.5132.000	GALLS LLC	2PR POLICE PANTS	130.96
101140.5132.000	GALLS LLC	3PR FIREMAN PANTS	115.20
101110.5132.000	GALLS LLC	ONE INNER BELT	34.96
101110.5132.000	GALLS LLC	WOMENS STRYKE PANT	76.95
550780.5570.000	GILLIG LLC	SHOCKS AND SUPPLIES	310.53
101561.5231.000	GRIMES BUCK SCHOELL & BEACH	4/18-5/4 SERVICES	2,220.00

101860.5231.000	GRIMES BUCK SCHOELL & BEACH	4/18-5/4 SERVICES	2,850.00
473710.5231.000	GRIMES BUCK SCHOELL & BEACH	4/18-5/4 SERVICES	75.00
520520.5600.030	HACH COMPANY	SODIUM HYDRATE	120.35
283210.5250.000	HARDIN COUNTY RECORDERS OFFICE	31929 PP AVE LIEN	17.00
290113.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	POLICE BUSINESS LINE	450.00
290113.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	POLICE SPECIAL PHONE LINE	88.00
206710.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	PUBLIC WORKS LINES	235.09
510531.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	PUBLIC WORKS LINES	47.02
520590.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	PUBLIC WORKS LINES	70.53
550780.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	PUBLIC WORKS LINES	117.54
206710.5340.290	HIBBS FORESTRY LLC	TREE ASSESSMENTS	300.00
520520.5600.000	HOH WATER TECHNOLOGY INC	OPENHEADED PAILS	928.02
283210.5433.000	HOME RENTAL CENTER	305 EDGEWOODN TRAILER RENT	280.00
999.1130.000	ICMA RETIREMENT	RETIREMENT TRUST	3,661.89
999.1130.000	ICMA RETIREMENT	RETIREMENT TRUST	509.79
101140.5112.010	ICMA RETIREMENT	RETIREMENT TRUST	707.71
999.1130.000	ICMA RETIREMENT	RETIREMENT TRUST	2,935.50
101790.5600.000	IN STITCHES	2POLICE SHIRT EMBROIDERY	18.00
101110.5132.000	IN STITCHES	POLICE SHIRT EMPROIDERY	35.00
520520.5340.010	INDEPENDENT AG SERVICES LLC	SOIL TEST BIOSOLIDS	643.05
101310.5732.250	INGRAM LIBRARY SERVICES	REFERENCE BOOKS	26.99
101310.5340.070	IOWA HOMETOWN SECURITY	ANNUAL FIRE INSPECTIONS	450.15
101480.5340.070	IOWA HOMETOWN SECURITY	ANNUAL FIRE INSPECTIONS	175.00
101880.5340.070	IOWA HOMETOWN SECURITY	ANNUAL FIRE INSPECTIONS	212.00
101881.5340.070	IOWA HOMETOWN SECURITY	ANNUAL FIRE INSPECTIONS	212.00
152451.5340.070	IOWA HOMETOWN SECURITY	ANNUAL FIRE INSPECTIONS	294.00
206710.5340.070	IOWA HOMETOWN SECURITY	ANNUAL FIRE INSPECTIONS	200.00
101110.5600.000	IOWA OFFICE INTERIORS, INC	CHAIR	138.13
101110.5600.000	IOWA OFFICE INTERIORS, INC	OFFICE SUPPLIES	113.56
510531.5230.000	IOWA ONE CALL	UNDERGROUND LOCATORS	104.24
520590.5230.000	IOWA ONE CALL	UNDERGROUND LOCATORS	156.36
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	EMPLOYEE RETIREMENT	30,867.67
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	EMPLOYEE RETIREMENT	0.06
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	EMPLOYEE RETIREMENT	31,382.85
101000.4411.010	JALEESA VOPAVA	OFFSET PROGRAM REFUND	118.59
278690.5240.570	JAMIE STREET-LOPEZ	UTILITY ASSISTANCE	14.00
206760.5460.000	JUSTIN NICKEL	HOTEL CONFERENCE	78.50
101420.5340.640	KAREN GALE-HAZEN	ZUMBA CLASSES	210.00
101310.5732.300	KATHRYN FINK	BOOK FAIR PURCHASES	62.48
101000.4472.000	KEITH KERR	RENTAL CANCELLATION REFUND	90.00
101410.5132.000	KELLY T SMITH	CLOTHING ALLOWANCE	96.97
101110.5570.000	KEN WISE CHRYSLER, DODGE, JEEP	VEHICLE LINK	151.48
520520.5600.030	KEYSTONE LAB INC	PRE APP LAB analysis	29.00
290113.5450.000	LANGUAGE LINE SERV INC	PHONE INTERPRETATION	232.20
101310.5732.320	LANINA AGUIRRE	LOST DVD RETURNED	17.99
206710.5600.000	LAWSON PRODUCTS INC	OP SUPPLIES	66.85
206710.5600.000	LAWSON PRODUCTS INC	TAX CREDIT	25.47
101310.5340.010	LEROY DUANE LENZ	LIBRARY MOWING	160.00
283210.5320.000	LEROY DUANE LENZ	LIBRARY MOWING	30.00
283210.5320.000	LEROY DUANE LENZ	LIBRARY MOWING	40.00
101310.5732.320	LINDA FRISTOE	RETURNED BOOK	16.95
206711.5570.000	M GERVICH & SONS INC	GLOBAL SWEEPER PART	104.00

101310.5732.250	MANGO LANGUAGES/ CREATIVE EMPIRE LLC	SUBSCRIPTION	2,625.00
101110.5570.010	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS&DIESEL	3,520.05
101140.5570.000	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS&DIESEL	468.74
101410.5570.010	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS&DIESEL	444.90
101410.5570.060	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS&DIESEL	140.82
101560.5570.000	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS&DIESEL	39.38
101561.5570.000	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS&DIESEL	37.15
101581.5570.000	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS&DIESEL	53.28
206120.5570.000	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS&DIESEL	177.60
206710.5570.000	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS&DIESEL	1,519.44
206760.5570.000	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS&DIESEL	21.13
218110.5570.000	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS&DIESEL	9.92
510532.5570.010	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS&DIESEL	235.67
510532.5570.060	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS&DIESEL	61.98
520520.5570.010	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS&DIESEL	67.00
520590.5570.010	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS&DIESEL	157.12
520590.5570.060	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS&DIESEL	41.32
550780.5570.060	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS&DIESEL	2,953.04
206710.5600.000	MARSHALL COUNTY LANDFILL	CONSTRUCTION DEBRIS	53.35
206710.5600.000	MARSHALL COUNTY LANDFILL	CONSTRUCTION DEBRIS	34.10
283210.5250.000	MARSHALL COUNTY RECORDER	LEAD PROJECT LIENS	17.00
283210.5250.000	MARSHALL COUNTY RECORDER	LEAD PROJECT LIENS	7.00
283210.5250.000	MARSHALL COUNTY RECORDER	LEAD PROJECT LIENS	24.00
283210.5250.000	MARSHALL COUNTY RECORDER	LEAD PROJECT LIENS	17.00
283210.5250.000	MARSHALL COUNTY RECORDER	LEAD PROJECT LIENS	17.00
283210.5250.000	MARSHALL COUNTY RECORDER	LEAD PROJECT LIENS	17.00
101840.5250.000	MARSHALL COUNTY RECORDER	RELEASE OF PROJECT LIENS	7.00
101840.5250.000	MARSHALL COUNTY RECORDER	RELEA	(3.00)
290113.5340.150	MARSHALL COUNTY TREASURER	APRIL INTERNET/MONITORING	370.52
550780.5600.000	MARSHALL GLASS INC	PLEXIGLASS	302.36
101410.5410.000	MARSHALL GLASS INC	REDI 4204 MIRROR	42.51
101770.5410.000	MARSHALLTOWN AVIATION INC	GROUND MAINTENANCE	2,081.25
101770.5570.000	MARSHALLTOWN AVIATION INC	INTERNET-APRIL	30.05
101770.5570.000	MARSHALLTOWN AVIATION INC	INTERNET -MAY	30.05
101770.5340.070	MARSHALLTOWN AVIATION INC	MANAGERS FEE	642.00
101770.5410.000	MARSHALLTOWN AVIATION INC	SCHWEISS REIMBURSEMENT	103.28
101770.5600.000	MARSHALLTOWN AVIATION INC	THEISENS REIMBURSEMENT	66.32
101770.5570.000	MARSHALLTOWN AVIATION INC	VAN WALL REIMBURSEMENT	74.41
233410.5340.600	MARSHALLTOWN UMPIRES ASSOC	LEAGUE GAME UMPIRES	8,325.00
283210.5480.030	MARSHALLTOWN WATER WORKS	3/2-5/3 LEAD HOUSE	82.02
283210.5480.030	MARSHALLTOWN WATER WORKS	3/2-5/4 LEAD HOUSE	82.02
281690.5480.030	MARSHALLTOWN WATER WORKS	3/3-5/3 LEAD HOUSE	132.06
520520.5480.030	MARSHALLTOWN WATER WORKS	WPCP-APRIL WATER	1,431.75
101440.5331.500	MARSHALLTOWN YMCA-YWCA	SUMMER SERVICES-POOL	25,000.00
101561.5570.000	MCATEE TIRE SALES & SERVICE INC	RENTAL INSPECTION VEHICLE	347.36
101110.5570.000	MCATEE TIRE SALES & SERVICE INC	TIRE REPAIR	22.50
101110.5570.000	MCATEE TIRE SALES & SERVICE INC	TIRE REPAIR	22.50
520520.5718.000	MEAD O'BRIEN INC	BALLCENTRIC	1,274.10
520520.5450.000	MEDIACOM	5/15-6/14 WPCP	44.84
681110.5338.000	MEDTRAK SERVICES LLP	4/16-4/30 PRESCRIPTIONS	4.37
681140.5338.000	MEDTRAK SERVICES LLP	4/16-4/30 PRESCRIPTIONS	280.99
278690.5460.000	MICHELLE R SPOHNHEIMER	CONFERENCE FOOD	43.94

278690.5472.000	MICHELLE R SPOHNHEIMER	CONFERENCE MEALS	73.86
283210.5460.030	MICHELLE R SPOHNHEIMER	CONFERENCE MEALS	101.77
283210.5472.000	MICHELLE R SPOHNHEIMER	CONFERENCE MEALS	35.18
101310.5732.300	MICROMARKETING LLC	AUDIO BOOKS	72.99
101310.5732.300	MICROMARKETING LLC	AUDIO BOOKS	79.99
101310.5732.300	MICROMARKETING LLC	AUDIO BOOKS	378.94
101310.5732.300	MICROMARKETING LLC	AUDIO BOOKS	34.99
101310.5732.300	MICROMARKETING LLC	AUDIO BOOKS	12.00
101310.5732.300	MICROMARKETING LLC	AUDIO BOOKS	19.95
101310.5732.300	MICROMARKETING LLC	AUDIO BOOKS	49.99
101310.5732.300	MICROMARKETING LLC	AUDIO BOOKS	39.99
520520.5600.030	MIDLAND SCIENTIFIC INC	BOILER BODY	208.04
520520.5718.000	MIDLAND SCIENTIFIC INC	BOILER BODY	1,796.89
520520.5600.030	MIDLAND SCIENTIFIC INC	GLASS PIPET	68.30
520520.5600.030	MIDLAND SCIENTIFIC INC	WASH BOTTLES	28.45
290113.5450.000	MINERVA VALLEY TELEPHONE	5/1-5/31 COUNTY 911	50.00
550780.5600.000	MINUTEMAN INC	ENVELOPES	79.50
550780.5360.000	MINUTEMAN INC	LAMINATIONS	86.86
550780.5360.000	MINUTEMAN INC	SOFT LAMINATIONS	1.50
550780.5360.000	MINUTEMAN INC	TRANSFER TICKETS	12.00
550780.5360.000	MINUTEMAN INC	TRANSFER TICKETS	18.55
206120.5600.000	MOBOTREX	TRAFFIC LIGHT PARTS	156.80
206120.5600.000	MOBOTREX	TRAFFIC LIGHT PARTS	420.00
101410.5340.010	MOSQUITO CONTROL OF IOWA	2015 SPRAYING	1,200.00
206710.5570.000	NAPA	PARTS CLEAN	9.73
206710.5600.000	NAPA	PARTS CLEAN	29.28
101140.5570.000	NAPA	TRUCK PRIMER	7.06
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	FUND	60,429.00
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	FUND	59,355.04
520520.5980.000	MYRON FOX	FILLED SWIMMING POOL	24.89
520520.5340.010	NUTRI JECT SYSTEMS INC	SPRING BIOSOLID SPRAYING	52,346.47
101310.5340.070	OCLC, INC	CATALOGING&SUBSCRIPTION	832.10
101310.5600.000	OFFICE EXPRESS	TOILET TISSUE	73.90
101110.5600.000	OFFICEMAX INC.	OFFICE SUPPLIES	31.04
101110.5370.000	ON-SITE INFORMATION DESTRUCTION SERVICES	SHREDDING SERVICES	40.00
101850.5340.070	ON-SITE INFORMATION DESTRUCTION SERVICES	SHREDDING SERVICES	198.08
278690.5340.070	ON-SITE INFORMATION DESTRUCTION SERVICES	SHREDDING SERVICES	40.00
101310.5732.300	OVERDRIVE, INC.	EBOOKS	87.93
101310.5732.300	OVERDRIVE, INC.	JUVENILE EBOOKS	18.99
000101.0121.000	PARK & RECREATION	POOL/SOFTBALL START UP FUNDS	300.00
000233.0120.000	PARK & RECREATION	POOL/SOFTBALL START UP FUNDS	300.00
000540.0120.000	PARK & RECREATION	POOL/SOFTBALL START UP FUNDS	450.00
290113.5450.000	PARTNER COMMUNICATIONS CO-OP	5/1-5/31 CITY 911	452.40
290113.5450.000	PARTNER COMMUNICATIONS CO-OP	5/1-5/31 COUNTY 911	1,033.43
283210.5410.000	PETTENGILL CONSTRUCTION	218 BEAUTIFUL ST, TAMA	6,935.00
206760.5340.070	PREMIER OFFICE EQUIPMENT	1/11-4/10 PUBLIC WORKS COPIES	51.91
101310.5600.000	PREMIER OFFICE EQUIPMENT	3/30-4/29 LIBRARY COPIES	43.64
206760.5340.070	PREMIER OFFICE EQUIPMENT	5/11/16-1/10/17 CONTRACT	415.25
101110.5340.010	PS CLEANING INC	APRIL JANITORIAL-POLICE DEPT	1,000.00
283210.5320.000	PS CLEANING INC	LEAD HOUSE CLEANING	280.28
101110.5132.000	RACOM CORPORATION	2BELT CLIPS	90.00
101310.5410.000	RECORD AUTOMATIC DOORS	DOOR REPAIR	238.81

101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	297.00
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	31.50
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	29.69
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	6.95
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	40.49
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	35.99
101140.5570.000	RELIANT FIRE APPARATUS	2RUBBER MARKER LIGHTS	24.18
101410.5410.000	RICK THOMPSON	EVEPOUTS COMM BLDG PARK	975.00
550780.5340.010	RIDE SYSTEMS	MAY GPS SUBSCRIPTION	850.00
101000.4472.000	RONALD MCLELLAN	RENTAL CANCELLATION REFUND	90.00
101310.5460.000	SARAH ROSENBLUM	CONFERENCE MILEAGE	60.06
101880.5410.000	SCHENDEL PEST CONTROL COMPANY	CITYHALL/POLICE	58.00
152451.5340.010	SCHENDEL PEST CONTROL COMPANY	COLISEUM	22.50
101410.5340.010	SCHENDEL PEST CONTROL COMPANY	REUNION HALL	40.00
520520.5340.010	SCOTT TENT & AWNING COMPANY	APRIL LAWN CARE WPCP	820.00
283210.5251.000	SECRETARY OF STATE	NOTARY APPLICATION	30.00
101310.5340.010	SERVICEMASTER OF M'TOWN INC	LIBRARY CLEANING	1,369.33
684990.5230.000	SHEAKLEY	ACA DASHBOARD	351.44
401410.5230.030	SNYDER & ASSOCIATES, INC.	IOWA RIVER INTERCEPTOR	9,288.32
510531.5410.000	STAR EQUIPMENT LTD	MECHANICAL SEAL&LABOR	157.32
520590.5410.000	STAR EQUIPMENT LTD	MECHANICAL SEAL&LABOR	235.97
233410.5340.070	STERLING FIRE & SAFETY INC	AQUATIC CENTER	7.50
101410.5340.070	STERLING FIRE & SAFETY INC	PARK BLDGS	47.50
101440.5340.070	STERLING FIRE & SAFETY INC	SOFTBALL COMPLEX	7.50
101410.5340.010	STONE SANITATION	ALL PARK BARRELS	814.28
101310.5340.010	STONE SANITATION	APRIL GARBAGE	99.07
520520.5600.000	STRAND'S INC	7GALLONS PAINT	251.16
101110.5132.000	STREICHER'S	MAG HOLDER	34.99
101440.5600.000	SUPPLYWORKS	AQUATIC CENTER	708.61
230110.5460.000	TACO JOHN'S	CITIZENS AC	90.00
510531.5132.000	TAGS SCREEN PRINTING	SEWER DEPT SWEATSHIRTS	110.98
520590.5132.000	TAGS SCREEN PRINTING	SEWER DEPT SWEATSHIRTS	166.48
999.1128.010	TASC	FLEX BENEFITS	4,885.69
999.1128.020	TASC	FLEX BENEFITS	1,828.93
101581.5261.760	TAYLOR DEVIG -YARD SERVICES	2705 ARNOLD DRIVE	45.00
101581.5261.760	TAYLOR DEVIG -YARD SERVICES	906 S 11TH ST	45.00
101581.5261.760	TAYLOR DEVIG -YARD SERVICES	918 N 5TH AVE	45.00
101581.5261.760	TAYLOR DEVIG -YARD SERVICES	920 N 5TH AVE	45.00
101420.5450.000	TELE DIFFERENCE	MOVE EXT139	80.00
206760.5600.000	THOMPSON'S TRUE VALUE	MARKING PAINT	162.00
101840.5210.000	TIMES-REPUBLICAN	APRIL PUBLICATIONS	439.60
206760.5210.000	TIMES-REPUBLICAN	APRIL PUBLICATIONS	711.00
281690.5210.000	TIMES-REPUBLICAN	APRIL PUBLICATIONS	25.54
283210.5210.000	TIMES-REPUBLICAN	APRIL PUBLICATIONS	56.44
290113.5210.000	TIMES-REPUBLICAN	APRIL PUBLICATIONS	339.50
473710.5210.000	TIMES-REPUBLICAN	APRIL PUBLICATIONS	142.55
473710.5210.000	TIMES-REPUBLICAN	APRIL PUBLICATIONS	133.49
478581.5210.000	TIMES-REPUBLICAN	APRIL PUBLICATIONS	38.32
101420.5370.000	TIMES-REPUBLICAN	SUMMER ACTIVITY GUIDES	159.50
101421.5370.000	TIMES-REPUBLICAN	SUMMER ACTIVITY GUIDES	400.00
247410.5370.000	TIMES-REPUBLICAN	SUMMER ACTIVITY GUIDES	1,900.00
000844.1520.010	TREASURER ST OF IOWA	MONTHLY SALES TAX	1,028.00

000844.1520.020	TREASURER ST OF IOWA	MONTHLY SALES TAX	166.00
520520.5440.000	TREASURER ST OF IOWA	MONTHLY SALES TAX	9,843.00
520520.5441.000	TREASURER ST OF IOWA	MONTHLY SALES TAX	1,641.00
101110.5410.000	TRI STATE LOCK SERVICE	REKEY 2LOCKS/ 4 KEYS	96.00
101310.5732.320	TRISHA SLIFER	RETURNED BOOK	13.95
150850.5734.000	TYLER TECHNOLOGIES INC	CHART OF ACCOUNTS	125.00
999.0110.150	UAW LOCAL 893	PARK&REC UNION DUES	106.65
101310.5340.010	UNIQUE MANAGEMENT SERVICES, INC	OVERDUE COLLECTIONS	152.15
999.1112.000	UNITED WAY	PAYROLL WITHHOLDINGS	786.66
101410.5151.000	UNITY POINT-SIOUX CITY	DOT DRUG&ALCOHOL TESTING	37.00
101710.5151.000	UNITY POINT-SIOUX CITY	DOT DRUG&ALCOHOL TESTING	74.00
150310.5380.000	US BANK EQUIPMENT FINANCE	COPIER LEASE PAYMENT	341.25
520520.5718.000	VAN METER INC	ANALOG INPUT	1,751.23
101110.5450.100	VERIZON WIRELESS	3/26-4/25 POLICE DEPT	680.17
290113.5450.000	VERIZON WIRELESS	3/26-4/25 POLICE DEPT	32.15
684990.5339.000	WELLMARK INC	MEDICAL CLAIMS	23,582.81
290113.5450.000	WINDSTREAM	3/19-4/19 CCOUNTY 911	76.44
101880.5600.000	WW GRAINGER	FIN COMB KIT	18.70
101310.5600.000	WW GRAINGER	SPLIT MOTOR	140.94

512,179.47

COUNCIL PROCEEDINGS

May 23, 2016

The Marshalltown City Council met in regular session on May 23, 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. Employees were honored for their terms of service, Phil Grommet with 15 years and Alexandria Erickson with five years. Wirin moved to approve the agenda, second by Greer. Motion approved 7-0.

CONSENT AGENDA:

Schubert moved to approve the Consent Agenda: Approve Council meeting Minutes of May 9, 2016, and special meeting Minutes of May 9, 2016; Approve Bill List in the amount of \$1,047,100.98; Approve Purchases between \$10,000 and \$35,000 and Vertical Public Improvements below \$36,000 Approved by City Administrator: Temporary Construction Easements, Morrison Enterprises (\$2,500) and Farmers Savings Bank (\$1,500), paid for from road use tax, Concrete work at Glenwood Park, LeRoy Morford Construction, \$12,478, paid for from the general fund; Receipt of Civil Service Certified New Hire Lists, Electrician I and Communication Operator; Receipt of Building Report for April 2016; Appoint Anne Selness to the Marshalltown Visitors and Convention Bureau, as city representative; second by Greer. Consent agenda adopted 7-0.

REPORT:

Kenn Vinson updated the council on the progress of the Alliant plant construction.

MOTIONS:

Hoop moved to consider Mr. Sanchez's application for a new Class C Liquor with Brew Pub Endorsement, removing tabled item for discussion, second by Martin. Motion carried 7-0.

Schubert moved to deny Mr. Sanchez's application for a new Class C Liquor with Brew Pub endorsement, Ugly Coyotes, LLC, 102 W Main Street, second by Martin. Chief Tupper informed the council Mr. Sanchez has been less than cooperative with the local police. There were 103 calls for service at Palm Beach & Grill Nightclub, 1010 W Lincoln Way, another establishment owned by the applicant, between March 2014 and May 2016. There were two recent incidents of violence at two of Mr. Sanchez's establishments, one on 2/21/2016, occurring at Palm Beach & Grill Nightclub and one on 5/15/2016, just outside of the current premises application, "Wild Coyotes," aka Ugly Coyotes, LLC, 102 W Main Street. Mr. Sanchez allowed members of the public to bring in their own alcohol at 102 W Main Street as the premise had not yet been issued a liquor license. On 2/21/16, there was a fight in the parking lot of the Palm Beach & Grill Nightclub that resulted in a life threatening head injury. Police department personnel reported the security staff at 1010 W Lincoln Way knew the assault occurred but did nothing to stop the assault or notify the department. On 5/15/2016, there was a stabbing at "Wild Coyotes." In each of the two instances of violence, the applicant failed to cooperate with the police. The applicant, Oscar Sanchez, was represented by his attorney, Michael Marquess, and indicated Sanchez was interested in complying with local authorities. Sanchez explained the stabbing on 3/15/16 occurred after his business had closed and his staff was at the door waiting for a ride home. Sanchez said he didn't return the police department's phone calls following the 5/15/16 stabbing, as he misunderstood the request and thought the department needed to talk with a staff member. The 5/15/16 stabbing is still under investigation. A member of the public, Natasha Nusbaum, the fiancé of the May 15th stabbing victim, asked the council to not grant the license and refuted the claim of Sanchez, stating the stabbing occurred during open hours of business at 102 W Main Street. Councilor Greer stated he had more complaints from individuals in his ward about Palm Beach & Grill than other establishments. Motion carried 7-0.

Lamer moved to approve new Liquor license, Central Iowa Fair, 1308 E Olive Street, two five day Special Class C liquor licenses, July 6-11, 2016, and March 1-6, 2017, second by Wirin. Motion carried 7-0.

Wirin moved to approve April Financials, second by Greer. Motion carried 7-0.

RESOLUTIONS:

Lamer moved to adopt Resolution 2016-085 Declaring Surplus 1989 Pierce Fire Truck and obsolete

COUNCIL PROCEEDINGS

May 23, 2016

Lycoming Aircraft Power Plant Generator, to be donated to the Marshall County Historical Society, and Resolution 2016-086 Authorizing an Agreement with Brindlee Mountain Fire Apparatus for the advertising and sale of 1989 Pierce Fire Truck, and Resolution 2016-087 Authorizing an Agreement with Fire Line Equipment for the advertising and sale of 1989 Pierce Fire Truck, second by Schubert. Resolutions adopted 7-0.

Wirin moved to adopt Resolution 2016-088 Approving Lease Agreement with Marshalltown Senior Citizen Center, 7/1/2016 – 6/30/2017, second by Gowdy. Resolution adopted 7-0.

Gowdy moved to adopt Resolution 2016-089 Approving Renewal of 28E Agreement with the Marshalltown Area Chamber of Commerce for the purposes of operating a Convention and Visitor's Bureau, for the year ending 6/30/2017, second by Greer. Resolution adopted 6-0, Hoop abstained due to his membership on the board.

Lamer moved to adopt Resolution 2016-090 Accepting bids and authorizing the award of contract for the Dangerous and Dilapidated Building Program 47815001A, to Construct, Inc., \$60,607.00, and Resolution 2016-091 Approving Contract and Bond for Dangerous and Dilapidated Building Program 47815001A, ConStruct, Inc., \$60,607.00, second by Greer. Resolutions adopted 7-0.

Hoop moved to adopt Resolution 2016-092 Approving Preliminary Plat for Husak Subdivision, Waiving Certain Subdivision Standards, second by Gowdy. Resolution adopted 5-2, Wirin and Martin dissenting.

Lamer moved to adopt Resolution 2016-093 Approving Certificate of Completion and final project cost for South 18th Avenue Improvements (Menards) Project 76015011A, Boulder Contracting, LLC., \$146,709.00, second by Wirin. Resolution adopted 7-0.

Lamer moved to adopt Resolution 2016-094 Approving Certificate of Completion and final project cost for 2015 Concrete Repair Project 76015006A, Day Construction Services, LLC, \$174,337.95, second by Greer. Resolution adopted 7-0.

Martin moved to adopt Resolution 2016-095 Ordering Construction, setting public hearing on proposed plans, specifications, form of contract and estimated cost and directing publication of notice to bidders for the 2016 Asphalt Crack Seal Project 76016007A, second by Schubert. Resolution adopted 7-0.

Greer moved to adopt Resolution 2016-096 Ordering Construction, setting public hearing on proposed plans, specifications, form of contract and estimated cost and directing publication of notice to bidders for the Turner Street Force Main Project 59012009A, second by Schubert. Resolution adopted 7-0.

Gowdy moved to adopt Resolution 2016-097 Approving Agreement with Union Pacific Railroad Company for Longitudinal Pipe Line Crossing, for the Turner Street Force Main Project 59012009A, \$36,300.00, from near Linn Creek at approximately 6th Avenue, running 1840 feet easterly, second by Greer. Resolution adopted 7-0.

Greer moved to adopt Resolution 2016-098 Ordering Construction, setting public hearing on proposed plans, specifications, form of contract and estimated cost and directing publication of notice to bidders for the Airport Pavement Rehabilitation Runway End 18 and Connecting Taxiway to Runway 36 Project 77016010A, second by Schubert. Resolution adopted 7-0.

Martin moved to adopt Resolution 2016-099 Ordering Construction, setting public hearing on proposed plans, specifications, form of contract and estimated cost and directing publication of notice to bidders for the Airport Hangar Floor Replacement Phase II Project 77016009A, second by Wirin. Resolution adopted 7-0.

PUBLIC HEARING Mayor Lowrance declared the public hearing open regarding the budget amendment for fiscal year ending 6/30/2016. There were no written or public comments. Mayor Lowrance declared the public hearing closed.

Schubert moved to adopt Resolution 2016-100 Adopting Budget Amendment for fiscal year ending June 30, 2016, second by Wirin. Resolution adopted 7-0.

PUBLIC HEARING Mayor Lowrance declared the public hearing open regarding the plans and

COUNCIL PROCEEDINGS

May 23, 2016

specifications for the PCC Crack and Joint Seal project 76016008A. There were no written or public comments. Mayor Lowrance declared the public hearing closed.

Wirin moved to adopt Resolution 2016-101 Approving Plans, Specifications, form of contract and cost for the 2016 PCC Crack and Joint Seal project 76016008A, second by Schubert. Resolution adopted 7-0.

Wirin moved to adopt Resolution 2016-102 to Approve the State Recreational Trail Application for the Iowa River Trail, and Resolution 2016-103 To Approve the REAP Application for the Iowa River Trail, second by Lamer. The applications for funding are for paving the trail from Summit Street to Radio Tower Road and rehabilitate five bridges. This phase of the project is estimated to take two or three years to complete. Resolution adopted 7-0.

Lamer moved to adopt Resolution 2016-104 Approving Settlement Agreement re Rental Registration lawsuit, second by Gowdy. Resolution adopted 7-0.

ORDINANCES:

PUBLIC HEARING Mayor Lowrance declared the public hearing open regarding the rezoning request on E Olive Street. Housing and Community Director Spohnheimer reviewed the request. There were no written or public comments. Mayor Lowrance declared the public hearing closed.

Schubert moved to adopt the first reading of Ordinance 14946 Approving Rezoning approximately 7 to 8 acres of Parcel 8318-01-326-002 from R-3 Medium Density Residential to R-4 Medium Density Residential, , generally located at 900 E Olive Street, south side of the street, second by Greer. First reading adopted 7-0.

DISCUSSION:

Police and Fire Building public input meetings at the Fisher Community Center: May 25 (11am – 1pm and 5pm-7 pm) and May 26 (7 am – 8:15 am).

The capital improvement plan included \$30,000 for improvement and maintenance of the bike trail. The city has a 28E Agreement with TRAILS, Inc., for maintenance of the trail. Wirin stated she was in favor of the monies turned over to assist with funding, as the grant applications review local government support of the project. Lamer stated he was not in support of using tax dollars for the project, as the purpose of the original 28E Agreement for operation and maintenance of the trail with TRAILS, INC., was intended to use city funds for trail construction or maintenance. Briggs and Smith, members of the public, spoke in favor of the city funds to assist with grant applications.

PUBLIC COMMENT

Leon Lamer asked that a street light be considered at 4th Street near the Congregational Church.

CLOSED SESSION

Schubert moved to enter into closed session pursuant to Section 21.5 subsection (1) paragraph (j) OF THE CODE OF IOWA to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property, second by Greer. 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 7-0.

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

Greer moved to authorize the Mayor and City Administrator to execute real estate options as discussed in closed session, second by Wirin. Motion carried 7-0.

ADJOURNMENT

The meeting adjourned at 7:40 PM.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

COUNCIL PROCEEDINGS
May 23, 2016

ATTEST:

James L. Lowrance, Mayor

Shari L. Coughenour, CMC, City Clerk



COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET
MAY 23, 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 Awards:

15 years: Phil Grommet

5 Years: Alexandria Erickson

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 May 9, 2016, and special meeting Minutes of May 9, 2016.
 2. Approve Bill List in the amount of \$1,047,100.98.
 3. Approve Purchases between \$10,000 and \$35,000 and Vertical Public Improvements below \$36,000 Approved by City Administrator: Temporary Construction Easements, Morrison Enterprises (\$2,500) and Farmers Savings Bank (\$1,500), paid for from road use tax, Concrete work at Glenwood Park, LeRoy Morford Construction, \$12,478, paid for from the general fund.
 4. Receipt of Civil Service Certified New Hire Lists, Electrician I and Communication Operator.
 5. Receipt of Building Report for April 2016.
 6. Appoint Anne Selness to the Marshalltown Visitors and Convention Bureau, as city representative.
- (end of consent agenda items)**

REPORT:

7. Kenn Vinson, Alliance construction update

MOTION:

8. Approve new Class C Liquor with Brew Pub endorsement, Ugly Coyotes, LLC, 102 W Main Street. (Item tabled 5/9/16)
9. Approve new Liquor license, Central Iowa Fair, 1308 E Olive Street, two five day Special Class C liquor licenses, July 6-11, 2016, and March 1-6, 2017.
10. April Financials

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RESOLUTIONS:

11. Surplus Fire Truck and Obsolete Generator
 - a) Resolution 2016-085 Declaring Surplus 1989 Pierce Fire Truck and obsolete Lycoming Aircraft Power Plant Generator, to be donated to the Marshall County Historical Society.
 - b) Resolution 2016-086 Authorizing an Agreement with Brindlee Mountain Fire Apparatus for the advertising and sale of 1989 Pierce Fire Truck.
 - c) Resolution 2016-087 Authorizing an Agreement with Fire Line Equipment for the advertising and sale of 1989 Pierce Fire Truck.
12. Resolution 2016-088 Approving Lease Agreement with Marshalltown Senior Citizen Center, 7/1/2016 – 6/30/2017.
13. Resolution 2016-089 Approving Renewal of 28E Agreement with the Marshalltown Area Chamber of Commerce for the purposes of operating a Convention and Visitor's Bureau, for the year ending 6/30/2017.
14. Dangerous and Dilapidated Building Program 47815001A
 - a) Resolution 2016-090 Accepting bids and authorizing the award of contract for the Dangerous and Dilapidated Building Program 47815001A, to Construct, Inc., \$60,607.00
 - b) Resolution 2016-091 Approving Contract and Bond for Dangerous and Dilapidated Building Program 47815001A, ConStruct, Inc., \$60,607.00
15. Resolution 2016-092 Approving Preliminary Plat for Husak Subdivision:
 - a) Option A- Waiving Certain Subdivision Standards
 - b) Option B- Requiring Certain Subdivision Standards.
16. Resolution 2016-093 Approving Certificate of Completion and final project cost for South 18th Avenue Improvements (Menards) Project 76015011A, Boulder Contracting, LLC., \$146,709.00.
17. Resolution 2016-094 Approving Certificate of Completion and final project cost for 2015 Concrete Repair Project 76015006A, Day Construction Services, LLC, \$174,337.95
18. Resolution 2016-095 Ordering Construction, setting public hearing on proposed plans, specifications, form of contract and estimated cost and directing publication of notice to bidders for the 2016 Asphalt Crack Seal Project 76016007A.
19. Resolution 2016-096 Ordering Construction, setting public hearing on proposed plans, specifications, form of contract and estimated cost and directing publication of notice to bidders for the Turner Street Force Main Project 59012009A.
20. Resolution 2016-097 Approving Agreement with Union Pacific Railroad Company for Longitudinal Pipe Line Crossing, for the Turner Street Force Main Project 59012009A, \$36,300.00, from near Linn Creek at approximately 6th Avenue, running 1840 feet easterly.
21. Resolution 2016-098 Ordering Construction, setting public hearing on proposed plans, specifications, form of contract and estimated cost and directing publication of notice to bidders for the Airport Pavement Rehabilitation Runway End 18 and Connecting Taxiway to Runway 36 Project 77016010A.
22. Resolution 2016-099 Ordering Construction, setting public hearing on proposed plans, specifications, form of contract and estimated cost and directing publication of notice to bidders for the Airport Hangar Floor Replacement Phase II Project 77016009A.

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PUBLIC HEARING

23. Resolution 2016-100 Adopting Budget Amendment for fiscal year ending June 30, 2016.

PUBLIC HEARING

24. Resolution 2016-101 Approving Plans, Specifications, form of contract and cost for the 2016 PCC Crack and Joint Seal project 76016008A.
25. Iowa River Trail
- a) Resolution 2016-102 to Approve the State Recreational Trail Application for the Iowa River Trail.
 - b) Resolution 2016-103 To Approve the REAP Application for the Iowa River Trail.
26. Resolution 2016-104 Approving Settlement Agreement re Rental Registration lawsuit.

ORDINANCES:

PUBLIC HEARING

27. Ordinance 14946 Approving Rezoning approximately 7 to 8 acres of Parcel 8318-01-326-002 from R-3 Medium Density Residential to R-4 Medium Density Residential, first reading. Generally located at 900 E Olive Street, south side of the street.

DISCUSSION:

28. Police and Fire Building public input meetings at the Fisher Community Center:
- a) May 25 (11am – 1pm and 5pm-7 pm)
 - b) May 26 (7 am – 8:15 am)
29. \$30,000 funding out of CIP for TRAILS, Inc.

PUBLIC COMMENTS:

CLOSED SESSION

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

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

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

ADJOURNMENT:

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Council Proceedings
Special Council Meeting
May 9, 2016

A Special meeting of the Marshalltown City Council was convened on May 9, 2016, at 12:00 PM, in the Council Chambers at City Hall, according to posted notices. Mayor Lowrance called the meeting to order. ROLL CALL: Present – Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin. Greer fully participated by speakerphone, as he was out of town.

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

Schubert moved to return to open session, second by Gowdy. Motion carried 7-0. Roll call in open session, present: Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin.

Schubert moved to authorizing the city attorney to negotiate settlement as per terms discussed in closed session, second by Martin. Motion carried 7-0.

With no additional action the meeting adjourned at 12:32 PM

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, City Clerk

COUNCIL PROCEEDINGS

May 9, 2016

The Marshalltown City Council met in regular session on May 9, 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. Alicia Hunter was honored as the Marshalltown Police Department's Employee of the Year. Schubert moved to approve the agenda, second by Gowdy. Motion approved 7-0.

CONSENT AGENDA:

Gowdy moved to approve the Consent Agenda: Approve Council meeting Minutes of April 25, 2016; Approve Bill List in the amount of \$1,235,901.78; Approve Purchases between \$10,000 and \$35,000 and Vertical Public Improvements below \$36,000 Approved by City Administrator: Two servers and related hardware licensing, BDH Technology, \$23,105.44; Appoint to Library Board, Robert Untiedt, term expires: 4/15/2017; Renewal liquor licenses: Smokin' G's BBQ Restaurant and Catering; Walgreens, East Side Liquor & Groceries; second by Greer. Consent agenda adopted 7-0.

MOTIONS:

Prohaska and Associates were present for a status update on the Police and Fire Building site selection process. Of sixteen sites reviewed, budget estimates were prepared for two sites, the old Econofoods lot (\$17,452,912) located NW of the South 2nd Street and High Street intersection, and the Liberty Manufacturing Building (\$20,498,452) located generally southeast of the South 3rd Avenue viaduct south of Linn Creek. The goal is to determine a closer construction cost by mid June and present a bond measure to the voters on August 2 with a "not to exceed" bond amount. The council discussed the project costs, and the general council consensus was to build both the police and fire building at the same time.

Schubert moved to select the "old Econofoods" site, second by Lamer. Motion carried 6-1, with Hoop against. Environmental work will continue on that site and public open houses will be held on May 25 and May 26 for public input on concept drawings. The council will need to finalize the "not to exceed" bond amount on June 13 in order to prepare the measure to meet the County Auditor's deadline for the August 2, 2016, election. If the June 13 date is not met, the election will be delayed until 2017.

Lamer moved to approve New Liquor License for Express Hotels, LLC, DBA BayMontInn & Suites, 115 Iowa Avenue West, second by Martin. Motion carried 7-0.

Wirin moved to approve Temporary and Transfer Liquor Licenses, Midnight Ballroom: June 17 – Transfer, Outdoor service at Orpheum Theater; June 19 – Transfer, Central Iowa Fairgrounds, with outdoor service; July 4 – New 5 day temporary beer and wine, Central Iowa Fairgrounds with outdoor service; July 16 – New 5 day temporary beer and wine, Courthouse lawn, outdoor service; second by Greer. Motion carried 7-0.

Hoop moved to table the application for a new liquor license, Ugly Coyote, LLC, 102 W Main Street, to May 23, 2016, to receive more information about police calls at Palm Beach & Grill also owned by the applicant, second by Greer. Motion carried 7-0.

Wirin moved to set the Budget Amendment hearing for the fiscal year ending June 30, 2016, for May 23, 2016, second by Gowdy. Motion carried 7-0.

Gowdy moved to install two street lights as per request of Village Coop, with the city to pay for the installation of one light and the Village Coop to pay for the second, second by Schubert. Motion carried 4-3, with Lamer, Martin and Wirin opposed.

RESOLUTIONS:

Hoop moved to adopt Resolution 2016-072 in Support of TSB Construction's Workforce Housing Tax Credit Application to Iowa Economic Development Authority, second by Greer. Resolution adopted 7-0.

Lamer moved to adopt Resolution 2016-073 Approving Intergovernmental Agreement for the Establishment of an Emergency Management Commission for Marshall County, pursuant to provisions of Chapter 28E Code of Iowa, to carry out provisions of Chapter 29C of the Code of Iowa, second by Martin. Resolution adopted 7-0.

Schubert moved to adopt Resolution 2016-074 Approving the Renewal of 28E Agreement for Fire Protection

COUNCIL PROCEEDINGS

May 9, 2016

Services at the Iowa Veterans Home, for fiscal year ending June 30, 2017, \$54,745.38 and Confined Space Retainer of \$2,500, second by Lamer. Resolution adopted 7-0.

Greer moved to adopt Resolution 2016-075 Accepting Bid and Authorizing the Purchase of two, 2016 Ford Interceptor Police Package Vehicles from Stivers Ford, net purchase price \$35,438, with two trade ins, 2013 Chevrolet Tahoes, \$20,200, second by Wirin. Resolution adopted 7-0.

Lamer moved to adopt Resolution 2016-076 Accepting Bid and Authorizing Award of Contract, 2016 PCC Patch Repair Project 76016006A, Brycon, LLC, \$209,168.00, and Resolution 2016-077 Approving Contract and Bond 2016 PCC Patch Repair Project 76016006A, Brycon, LLC, \$209,168.00, second by Wirin. Resolutions adopted 7-0.

Wirin moved to adopt Resolution 2016-078 Accepting Bid and Authorizing Award of Contract 2016 Craig Circle Rebuild Project 76016005A, Con-Struct, \$286,762.00 and Resolution 2016-079 Approving Contract and Bond 2016 Craig Circle Rebuild Project 76016005A, Con-Struct, \$286,762.00, second by Martin. Resolutions adopted 7-0.

Schubert moved to adopt Resolution 2016-080 Approving Contract Change Order #3, Alliant Gas Fired Plant / East Nevada Street Rebuild Project 66013014A, a decrease of \$10,696.43 and Resolution 2016-081 Approving Certificate of Completion Alliant Gas Fired Plant / East Nevada Street Rebuild Project 66013014A for Blommers Construction and final costs of \$1,060,388.95, second by Wirin. Resolutions adopted 6-0, with Lamer abstaining due to his relationship with the contractor.

Lamer moved to adopt Resolution 2016-082 Approving Change Order #1 for the 2014 Sanitary Sewer Rehabilitation Project 59014007, increase of \$3,912.30, second by Wirin. Resolution adopted 7-0.

Wirin moved to adopt Resolution 2016-083 Ordering Construction of the 2016 PCC Crack & Joint Seal Project 76016008, setting public hearing on proposed plans, form of contract and estimated cost and directing publication of notice to bidders, second by Gowdy. Resolution adopted 7-0.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open regarding the sale of 612 W Church Street. Housing and Community Director Spohnheimer informed the council the grant program funded the program and the sale of the home is to an eligible grant applicant. There were no written or public comments. Mayor Lowrance declared the public hearing closed.

Lamer moved to adopt Resolution 2016-084 Adopting Tentative Resolution Providing for Conveyance and Transfer by Warranty Deed to Leticia Ramirez, 612 W Church Street, second by Gowdy. Resolution adopted 7-0.

DISCUSSION

Bids are due May 17 for the Dangerous building demolition project. Twenty five packets have been mailed to firms and there have been a handful of interested individuals.

PUBLIC COMMENT

Housing and Community Director Spohnheimer informed the council a rezoning issue is before the Plan Zoning Commission and would be coming before the council pending passage. A rezoning requires an ordinance change with a hearing, staff recommends having the public hearing on the first reading for the upcoming rezoning issue.

The Storm water rate study will be discussed at the next meeting.

ADJOURNMENT

The meeting adjourned at 8:05 PM.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

12/20/16

Purchases between \$10,000 & \$35,000
and Vertical Public Improvements (*) Below \$36,000
Approved by City Administrator
For Informational Purposes Only

* Vertical Public Improvements means buildings, all appurtenant structures, utilities, incidental street improvements including Vertical infrastructure does not include any work constructed in conjunction with or ancillary to highway, street, bridge or culvert As defined in Iowa Administrative Code Chapter 180 section 761-180.3(314) definitions

Date	Vendor	Type or Description	Fund / Funds	Dollar Amount	Reported to Council Date
5/11/16	MORRISON ENTERPRISES	temporary construction easement	Road Use Tax	\$2,500	5/23/2016
5/12/16	FARMER SAVINGS BANK	temporary construction easement	Road Use Tax	\$1,500.00	5/23/2016
4/29/16	LeRoy Morford Construction	Concrete work at Glenwood Park	General Fund	\$12,478.00	5/23/2016

Marshalltown

Parks and Recreation



Staff:

AnneMarie Selness
Director

Brad Weuve
Parks Superintendent
(641) 754-5755
bweuve@ci.marshalltown.ia.us

Jennifer Hart
Recreation Supervisor
jhart@ci.marshalltown.ia.us

Becky Baedke
Administrative Assistant
Bbaedke@ci.marshalltown.ia.us

Office:

10 W. State St.
Marshalltown, IA 50158

Hours:

Monday – Friday
8:30 a.m. – 5:00 p.m.

Contact Us:

Office: 641-754-5715
Fax: 641-754-5728
precoffice@ci.marshalltown.ia.us
marshalltownparkandrec.com

Follow us on:  



PARKS
Grow Healthy Communities

To: Bidders

From: Brad Weuve, Parks Superintendent

Date: April 15, 2016

Re: Quotation for Concrete Work Specifications

The City of Marshalltown Parks and Recreation Department is seeking quotations for removal and replacement of concrete path at Glenwood Park. Scope of work:

1. Remove and dispose of twenty nine (29) 10' x 10' x 4" concrete path sections.
2. Install two inches of compacted rock base using 3/4" roadstone or equivalent material.
3. Replace concrete sections with 1 1/2" deep contraction joints on 10' centers.
4. Drill and pin four spots at each end of pour and at each break in pour.
5. Follow all City of Marshalltown sidewalk installation specifications with exception of no plastic need be used. Contact City of Marshalltown Engineering division for inspection prior to pouring new concrete.
6. No heavy trucks, including concrete truck shall be driven on path sections that are not being replaced.
7. Work to be completed by June 30, 2016.

Contact Brad Weuve at 641-750-3643 with any questions or to look at area.

Mailed 4-18-16

CITY OF MARSHALLTOWN
Parks & Recreation Department

REQUEST FOR QUOTATION

Quotation Due: April 29, 2016

Return To: Brad Weuve, Parks Superintendent
Parks and Recreation – Concrete Bid
10 West State Street
Marshalltown, IA 50158

*Anne Sehn
5-9-16*

The undersigned hereby propose to provide the concrete work described in accordance with the specifications.

Price Quote

\$ 12,478.00

The award of the contract will be made to the bidder whose quote is deemed to be in the City's best interest and agreed upon by the Marshalltown City Council. The City of Marshalltown, Iowa, reserves the right to reject any or all bids and to award bid to the best acceptable bidder.

Firm: LeRoy Morford Construction Co The Concrete King

By: LeRoy Morford Title: owner

Business Address: 2510 Bittersweet Road - 715 Madison St

Cell Phone: 641 750-5122 Date: April-27
0 641 753 6418

Expected Completion Date: June 24, 2016



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: Civil Service Commission

FROM: Michael W. Tupper, Chief of Police
Jill Petermeier, Human Resources Director

DATE: May 18, 2016

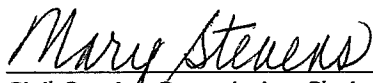
RE: E911 Communications Operator New Hire List

After reviewing all applicants and their qualifications, the following persons were tested and considered to best meet the qualifications for the above listed position and are ranked as follows:

- | | |
|-------------------|-------|
| 1. Kayla Ball | 373 |
| 2. Shannon Wegner | 336.5 |
| 3. Michelle Sharp | 321.5 |
| 4. Diane Evans | 315 |
| 5. Alanna Meling | 314 |
| 6. Shawn Babberl | 302.5 |

This list shall be valid for a period not to exceed one year.

Certified by Civil Service Commission on Wednesday, May18, 2016.


Civil Service Commission Chair

Attest:


Clerk of the Commission

CITY COUNCIL

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



Review

Jill Petermeier
Human Resource Director
24 North Center Street
Marshalltown, IA 50158
Tel (641) 754-5704 Fax (641) 754-5704
jpetermeier@ci.marshalltown.ia.us

To: Civil Service Commission

From: Jill Petermeier, Human Resource Director

Re: Certified Hire List

Position: Electrician I

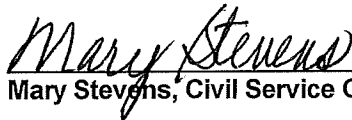
After reviewing all applicants and their qualifications, the following persons were tested and considered to best meet the qualifications for the above listed position:

- 1 – Rick Earley (490)
- 2 – Richard Amendt (421)
- 3 – James Albright (390)

This list shall be valid for a period not to exceed May 18, 2017.

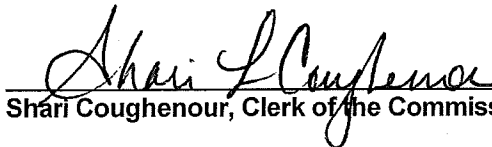
Date List Certified by Civil Service Commission:

May 18, 2016



Mary Stevens, Civil Service Commission Chair

Attest:



Shari Coughenour, Clerk of the Commission

BUILDING REPORT FOR THE MONTH OF APRIL 2016



PERMIT NUMBER	OWNER OF IMPROVEMENT	LOCATION OF IMPROVEMENT	TYPE OF IMPROVEMENT	NEW DWELLING	ALTER DWELLING	MINOR BUILDING	MISC. IMPROVEMENT	FEE
24178	IVCCD	3700 S. Center Street	Alter Building				\$1,064,000	\$5,990
24179	Ramon Ortega	2023 Catalina Place	Alter Dwelling		\$17,000			\$279
24180	ITC Midwest	3001 East Main Street	New Building				\$30,000	\$442
24181	Ted Peterson	501 North 2nd Street	Alter Dwelling		\$6,000			\$125
24182	Mike Hanken	2305 South 6th Street	Alter Dwelling		\$10,000			\$18
24183	Jim Votaw	2500 S. Center Street	Alter Building				\$17,000	\$279
24184	Steve May	2001 West Olive Street	Demolish Dwelling					\$25
24185	Matt Freese	2403 Wauconda Road	New Garage			\$15,000		\$25
24186	Joel Chandler	418 North 5th Street	Alter Garage			\$3,000		\$83
24187	St. Mary's Church	107 1/2 South 1st St.	Alter Building				\$126,000	\$1,150
24188	Steve Diggins	1106 West Boone St.	Demolish Garage					\$25
24189	Steve Diggins	1106 West Boone St.	New Garage			\$13,000		\$223
24190	Oton Homes	506 Brentwood Road	New Dwelling/Garage	\$196,000				\$1,570
24191	Oton Homes	3311 Lily lane	New Dwelling/Garage	\$202,000				\$1,606



Building Division Improvement Value & Fee Summary - April 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									\$6,189,000
2015	\$0	\$57,000	\$941,000	\$3,671,000									\$4,669,000
2014	\$311,000	\$206,000	\$4,457,000	\$4,101,000									\$9,075,000
2013	\$1,470,000	\$101,000	\$953,000	\$2,413,000									\$4,937,000
2012	\$489,000	\$449,000	\$178,000	\$292,000									\$1,408,000

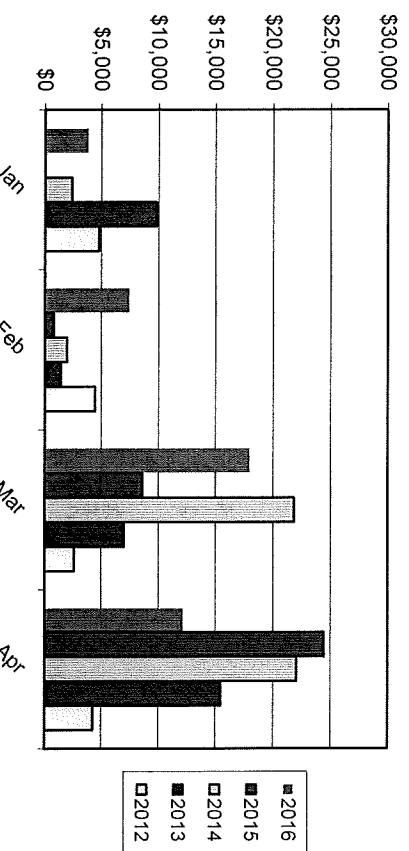
Total Fees Received Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2016	\$3,860	\$7,490	\$18,014	\$12,229									\$41,593
2015	\$0	\$762	\$8,610	\$24,464									\$33,836
2014	\$2,414	\$1,980	\$21,811	\$22,054									\$48,259
2013	\$9,824	\$1,416	\$7,030	\$15,486									\$33,756
2012	\$4,789	\$4,470	\$2,640	\$4,259									\$16,158

Total Improvement Value Comparison



Total Fees Received Comparison





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

Marshalltown Police Department Chief of Police Memorandum

TO: Mayor James Lowrance
Marshalltown City Council Members
City Administrator Randy Wetmore

FROM: Michael W. Tupper
Chief of Police

DATE: 05/16/2016

RE: Ugly Coyote (DBA: Wild Coyote) Liquor License Application

Per your request, I have gathered some data related to the Palm Beach night club. As you know, Oscar Sanchez owns and operates Palm Beach. Mr. Sanchez is identified as the liquor license applicant for a new liquor establishment which has been identified as Ugly Coyote (DBA: Wild Coyote).

So far in 2016, the Marshalltown Police Department has had 9 calls for service at Palm Beach. These calls involve loud noise complaints, bar checks, an assault and allegations of underage drinking. On January 1, a complaint was made to the police department alleging underage drinking taking place at Palm Beach. This allegation was investigated but was not corroborated. On February 21, there was a fight in the Palm Beach parking lot that resulted in an adult male suffering a head injury that was life-threatening and critical in nature. The victim in this incident almost died. Police department personnel reported Palm Beach security staff knew the assault took place in the parking lot but did nothing to stop the assault nor did they notify the police department. The victim was found by a reserve police officer who just happened to be patrolling in the area. If this reserve officer had not been in the right place, at the right time, there is no doubt in my mind this victim would have died.

In 2015, the police department responded to 42 calls for service at Palm Beach. These calls involved noise complaints, bar checks, disturbances and public contact requests.

From March 30, 2014-December 31, 2014, there were 52 calls for service at Palm Beach. These calls were similar in nature to the aforementioned incidents. From March 30, 2014-May 15, 2016, the police department has handled 103 calls for service at Palm Beach.

Patrol staff reports that in the last six months (approximately), Palm Beach started posting security staff outside the main door, and when the police show up, the outside staff person, will talk on his blue tooth device and let inside staff know the police are on scene. Patrol staff consistently reports that Palm Beach employees and security personnel are routinely uncooperative and do everything possible to inhibit police officers from performing their duties. Patrol staff reports concerns about underage drinking are routinely a problem and frequently alleged at Palm Beach.

CITY COUNCIL

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

It should be noted that on March 13-15, 2016, Mr. Sanchez opened the doors to Wild Coyote for an advertised bring your own beer event. On March 15, at approximately 3:17 a.m., the police department responded to a fight call outside of Wild Coyote. An adult, male was stabbed during this incident. The stabbing victim suffered minor injuries. One arrest was made and the investigation is on-going. This incident was comparative with incidents that our police department typically deals with at the Palm Beach. Wild Coyote staff was less than helpful and patrons were generally uncooperative.

Staff recommends that the council deny Mr. Sanchez's liquor license application. I will be present at the May 23 meeting of the Marshalltown City Council to answer questions about this liquor license application.



Michael W. Tupper
Chief of Police

2016-8

Applicant License Application ()

Name of Applicant: Ugly Coyotes LLC

Name of Business (DBA): Ugly Coyotes LLC

Address of Premises: 102 w Main street

City Marshalltown

County: Marshall

Zip: 50158

Business (515) 322-7039

Mailing 1907 Blossom Ln

City marshalltown

State IA

Zip: 50158

Contact Person

Name Oscar Sanchez

Phone: (515) 322-7039

Email

sanchezjorge@live.com

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 05/11/2016

Expiration Date: 01/01/1900

Privileges:

Brew Pub

Class C Liquor License (LC) (Commercial)

Status of Business

BusinessType: Limited Liability Company

Corporate ID Number: 489DLC-519299 **Federal Employer ID**

Ownership

Jorge Sanchez

First Name: Jorge

Last Name: Sanchez

City: Marshalltown

State: Iowa

Zip: 50158

Position: owner

% of Ownership: 100.00%

U.S. Citizen: No

Insurance Company Information

Insurance Company: Illinois Casualty Co

Policy Effective Date: 05/11/2016

Policy Expiration 05/11/2017

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:



www.centraliowafairgrounds.net
1308 East Olive Street
Marshalltown, Iowa 50158
Phone / FAX: (641) 753-3671
cifa@heartofiowa.net

President: Tyler Wollam **Vice President:** Jodi Breniman **Secretary:** Colene Ferrin **Treasurer:** Jeff Hibbs **Office Manager:** Karen Nablo

May 5, 2016

Marshalltown City Council:

The Central Iowa Fair has applied for two separate 5-day Special Class C Liquor Licenses.

The first event that wine will be served at is the 2016 Central Iowa Fair, July 6-10, 2016 in our beer/wine tent.

The second event that wine will be served at is the Boot Buckle Bash, March 4, 2017, in the Convention and Visitor's Bureau Activity Building. This event is a fundraiser for the Marshall Co. Jr. Beef Breeds Club. The club will use the money raised to pay for workshops, scholarships, awards, etc. The fair board provides the alcohol and staffs this event and it has been requested that wine be served as well.

Central Iowa Fair cordially seeks approval from the Marshalltown City Council of the two 5-day Special Class C Liquor Licenses.

Thank you,

Karen Nablo
Office Manager



www.centraliowafairgrounds.net
1308 East Olive Street
Marshalltown, Iowa 50158
Phone / FAX: (641) 753-3671
cifa@heartofiowa.net

President: Tyler Wollam Vice President: Jodi Breniman Secretary: Colene Ferrin Treasurer: Jeff Hibbs Office Manager: Karen Nablo

May 5, 2016

Marshalltown City Council:

The Central Iowa Fair has applied for two separate 5-day Special Class C Liquor Licenses.

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Central Iowa Fair cordially seeks approval from the Marshalltown City Council of the two 5-day Special Class C Liquor Licenses.

Thank you,

Karen Nablo
Office Manager

Applicant License Application ()

Name of Applicant: Central Iowa Fair

Name of Business (DBA): Central Iowa Fair

Address of Premises: 1308 E Olive St

City Marshalltown

County: Iowa

Zip: 50158

Business (641) 753-3671

Mailing 1308 E Olive St

City Marshalltown

State IA

Zip: 50158

Contact Person

Name Karen Nablo

Phone: (641) 753-3671

Email

cifa@heartofiowa.net

Classification Special Class C Liquor License (BW) (Beer/Wine)

Term: 5 days

Effective Date: 03/01/2017

Expiration Date: 01/01/1900

Privileges:

Special Class C Liquor License (BW) (Beer/Wine)

Status of Business

BusinessType: Publicly Traded Corporation

Corporate ID Number: 75665

Federal Employer ID 42 0174700

Ownership

Perry Moore

First Name: Perry

Last Name: Moore

City: Marshalltown

State: Iowa

Zip: 50158

Position: President

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: Iowa Communities Assurance Pool

Policy Effective Date: 03/01/2017

Policy Expiration 03/06/2017

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

Applicant License Application ()

Name of Applicant: Central Iowa Fair

Name of Business (DBA): Central Iowa Fair

Address of Premises: 1308 E Olive St

City Marshalltown

County: Iowa

Zip: 50158

Business (641) 753-3671

Mailing 1308 E Olive St

City Marshalltown

State IA

Zip: 50158

Contact Person

Name Karen Nablo

Phone: (641) 753-3671

Email

cifa@heartofiowa.net

Classification Special Class C Liquor License (BW) (Beer/Wine)

Term: 5 days

Effective Date: 07/06/2016

Expiration Date: 01/01/1900

Privileges:

Outdoor Service

Special Class C Liquor License (BW) (Beer/Wine)

Status of Business

BusinessType: Publicly Traded Corporation

Corporate ID Number: 75665

Federal Employer ID 42 0174700

Ownership

Perry Moore

First Name: Perry

Last Name: Moore

City: Marshalltown

State: Iowa

Zip: 50158

Position: President

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: Iowa Communities Assurance Pool

Policy Effective Date: 07/06/2016

Policy Expiration 07/11/2016

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

Row

#2016-____

**RESOLUTION DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND
AUTHORIZING SALE AND DIPOSAL THEREOF, 1989 PIERCE FIRE TRUCK AND
LYCOMING AIRCRAFT POWER PLANT GENERATOR**

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 City is the sole owner of the equipment listed in Section 1 which is to be declared surplus property; and

WHEREAS this surplus property should be disposed of or sold to raise additional revenue and prevent the further decline in value thereof prior to sale; and.

WHEREAS the disposal of excess property is in the best interests of the City of Marshalltown.

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

Section 1. The property listed below is hereby declared as surplus property:

- A.** Fire Truck: 1989 PIERCE ARROW PUMPER, VIN 1PACA02D8KA040632, WATEROUS 1250 GPM PUMP, 500 GALLON WATER TANK, DETROIT 6V-92 DIESEL ENGINE, AND ALLISON HT-740 AUTOMATIC TRANSMISSION.
- B.** Generator: Lycoming Aircraft Power Plant Serial Number 611551AGF0076 model C-21 192, manufactured by Lycoming Spencer Division of AVCO Manufacturing Corp., Williamsport, PA. It was once property of the US Air Force / US Government. It is painted blue and has three flat and unusable tires. The council finds this obsolete generator shall be donated to the Marshall County Historical Society.

Section 2. The surplus property the subject of this resolution shall be sold or disposed of in accordance with applicable Federal, State and City guidelines.

Passed this 23rd day of May 2016, and signed this ____ day of May 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

Row

#2016-

**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN BRINDLEE
MOUNTAIN FIRE APPARATUS AND THE CITY OF MARSHALLTOWN FOR THE
ADVERTISING AND SALE OF A 1989 PIERCE FIRE TRUCK**

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 City is the sole owner of the following fire truck in Marshalltown, Iowa:

1989 PIERCE ARROW PUMPER, VIN 1PACA02D8KA040632, WATEROUS 1250 GPM PUMP, 500 GALLON WATER TANK, DETROIT 6V-92 DIESEL ENGINE, AND ALLISON HT-740 AUTOMATIC TRANSMISSION; AND,

THE FIRE TRUCK IS EQUIPPED WITH THREE (3) LADDERS AND 800 FEET OF FIVE (5) INCH SUPPLY HOSE; AND,

THE FIRE TRUCK HAS BEEN DECLARED SURPLUS PROPERTY AND IS FOR SALE

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

Section 1. The City Council authorizes the contract for advertisement and sale of the 1989 Pierce Arrow Fire Truck with Brindlee Mountain Fire Apparatus.

Passed this 23rd day of May 2016, and signed this 23rd day of May 2016.

CITY OF MARSHALLTOWN

ATTEST:

James L. Lowrance, Mayor

Shari L. Coughenour, City Clerk

BRINDLEE MOUNTAIN

FIRE APPARATUS, LLC

15410 US
Highway 231
Union Grove,
AL 35175

Phone: (256) 498-1395
Fax: (256) 498-0924
www.FireTruckMall.com

Brokerage Offer

This is an agreement between the seller and Brindlee Mountain Fire Apparatus. If Brindlee Mountain is unable to provide the seller with a buyer for the apparatus, no payment will be owed to Brindlee Mountain. We are only paid if we provide a buyer for your apparatus. Brindlee will refer to Agent/Owner all qualified inquiries we receive regarding the specified apparatus. If Agent/Owner sells the marketed apparatus or any other apparatus to the customer referred by Brindlee, or anyone acting on behalf of the referred customer, the Agent/Owner will pay the agreed commission to Brindlee within 10 days of the sale. Interest in the amount of 1.5% will be charged on any outstanding invoice that is not paid within 30 days of the invoice date. Any additional costs incurred as part of collection efforts will also be the responsibility of the seller.

Agent/Owner agrees to notify Brindlee, at the time of sale, as to the sale price and the name and address of the buyer regardless of whether or not Brindlee referred the buyer. Agent/Owner acknowledges failure to provide this information will result in fees payable to Brindlee as if the lead was referred by Brindlee and sold at the listed price. Either party may terminate this offer at any time by notifying the other party in writing. If any sale takes place subsequent to termination, to a party previously referred by Brindlee, the same commission will be paid as if the agreement were still in effect.

Customer Information:

Fire Department/Owner: MARSHALLTOWN FIRE DEPT. Name of Contact: DAVID RIERSON
Phone Number: 641-754-5751 Fax: 641-754-5722 Email: drierson@ci.marshaltown.io.us
Where the truck currently located (Address): 107 S. FIRST AVE, MARSHALLTOWN, IA.

Apparatus:

Year: 1989 VIN: 1P9CA02D8KA040632 Shop Order #/ Build #: _____

Chassis: Manufacturer: PIERCE Model: ARROW 4x4(y/n): N

Fire Body: Manufacturer: PIERCE Model: _____

Aerial: Manufacturer: _____ Model: _____ Length: _____

Aerial Hours: _____ Date of Last Aerial Certification: _____

Mileage: 75,540 Engine Hours: _____ # Cab Seating: 4 # SCBA Seats: 3

Engine: Make: DETROIT Model: 6V-92 HP: 350 Diesel or Gas: DIESEL

Transmission: Make: ALLISON Model: HT-740 Automatic or Manual: AUTO

Pump: Make: WATEROUS Model: CS SERIES GPM: 1250 Pump and Roll (y/n): N

Date of Last Pump Certification: 6/2015 Foam System (make and model): Foam Pro Hydro-pro

Water Tank: Gallons: 500 Material: Steel Foam Tank(s): Plastic 15 Gallon

Discharges (number and size):Driver Side: (2) 2.5" Officer's Side: (2) 2.5"Front: Ø Rear: (1) 2.5"**Suctions (number and size):**Driver's Side: (2) 2.5" 10 Officer's Side: (1)Front: Ø Rear: ØCrosslays (# and size): (2) 1 3/4" Piped for Deck Gun (y/n): Deck Gun Included (y/n): N Booster Reels: N**Generator:** Brand: Wattage: Fuel Type: Hours: **Check All that Apply:**☐ Electric Reels: ☐ Hydraulic Reels: ☐ Telescoping Lights: ☐ LED Lighting: ☐ Light Tower: ☐ Cascade System: ☒ Ground Ladders: 35', 14', 10' attic☐ Breathing Air (aerials only): ☐ Air Conditioning☒ Automatic Tire Chains☐ Interior EMS Cabinet☐ Aluminum Hose Bed Cover☐ Federal Q Siren☐ Jake Brake☐ Arrowstick☐ Hydraulic Ladder Rack☐ Pump Heat Pan**Dimensions:** Length: 27'-11" Height: 8'-10" GVWR: 38,400 Wheelbase: 178.5"**Additional Features or Loose Equipment:**800' of 5" supply line
(1) EXTENSION AND (1) ATTIC LADDER AND (1) ROOF LADDER
5" INTAKE DRIVELS SIDE**Please give a brief history of this truck – Tell us why this would be a great truck for a department to purchase!**NO ACCIDENT HISTORY - PUMPS WELL - NO ENGINE OR TRANSMISSION ISSUES.**Maintenance/Repairs Needed:**NEEDS 2016 PUMP TEST, PASSED IN 2015.Overall Condition of Vehicle: GOOD Date this truck is available 06/01/16Asking Price: \$ 10,000 Reason for Selling: PURCHASING A NEW VEHICLE.

Brindlee Mountain Fire Apparatus charges 10% (or \$500 minimum) commission upon the sale of any truck sold under \$100,000, 7% commission on the sale of trucks from \$100,000 - under \$150,000, and 5% commission for any truck at or above \$150,000.

Signed Date

Row

#2016-

**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN FIRE LINE
EQUIPMENT AND THE CITY OF MARSHALLTOWN FOR THE ADVERTISING AND
SALE OF A 1989 PIERCE FIRE TRUCK**

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 City is the sole owner of the following fire truck in Marshalltown, Iowa:

1989 PIERCE ARROW PUMPER, VIN 1PACA02D8KA040632, WATEROUS 1250 GPM PUMP, 500 GALLON WATER TANK, DETROIT 6V-92 DIESEL ENGINE, AND ALLISON HT-740 AUTOMATIC TRANSMISSION; AND,

THE FIRE TRUCK IS EQUIPPED WITH THREE (3) LADDERS AND 800 FEET OF FIVE (5) INCH SUPPLY HOSE; AND,

THE FIRE TRUCK HAS BEEN DECLARED SURPLUS PROPERTY AND IS FOR SALE

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

Section 1. The City Council authorizes the contract for advertisement and sale of the 1989 Pierce Arrow Fire Truck with Fire Line Equipment.

Passed this 23rd day of May 2016, and signed this 23rd day of May 2016.

CITY OF MARSHALLTOWN

ATTEST:

James L. Lowrance, Mayor

Shari L. Coughenour, City Clerk



FIRE LINE EQUIPMENT

APPARATUS CONTACT AND INFORMATION SHEET

Fire Department Name: MARSHALLTOWN FIRE DEPARTMENT

Contact Name: DAVID RIERSON

Address: 107 S. 1st AVE. City: MARSHALLTOWN State: IA Zip: 50158

Phone # 641.754.5751 Fax 641.754.5722 Email drierson@ci.marshaltown.ia.us

Approx. Date Available: 05-15-16 Asking Price: \$ 10,000.⁰⁰

Chassis

Year Manufactured: 1989

Cab Color: YELLOW

Cab Manufacturer: PIERCE

Cab Material: ALUMINUM

Cab Model: ARROW

Mileage: 75,540

Circle all that apply to the cab:

☒ Custom Cab

☐ Commercial Cab

☐ 4 Wheel Drive

Number of: Seating 4 Doors 4 Jump seats 0 SCBA Seating in cab 3

Chassis Manufacturer: PIERCE Chassis Model ARROW

Engine (gas or diesel) Make: DIESEL Model: 6V-92 DETROIT HP 350

Transmission: Make: ALLISON Model: HT-740 Speeds: AUTOMATIC

Transmission: (circle) Automatic Manual

Air Conditioning: (circle) Yes No

Brakes: (what type) FULL AIR Retarder Type (circle) Jake Telma Trans None

Dimensions

Overall Length: 27 Ft. 11 Inches

Wheelbase: 170.5 Inches

Overall Height: 8 Ft. 10 Inches

GVWR: 38,400 Pounds



FIRE LINE EQUIPMENT

Pump

Make: WATEROUS Model: CS SERIES GPM: 1250 Stages: 2

Placement: (circle) Midship Top Mount Front Mount Pump Hours: UNK

Discharge: Front Num: Ø Size: _____ Num: _____ Size: _____ Num: _____ Size : _____

Rear Num: 1 Size: 2.5" Num: _____ Size: _____ Num: _____ Size : _____

DS Num: 2 Size: 2.5" Num: _____ Size: _____ Num: _____ Size : _____

OS Num: 2 Size: 2.5" Num: _____ Size: _____ Num: _____ Size : _____

Intake: Front Num: Ø Size: Ø Num: _____ Size: _____ Num: _____ Size : _____

Rear Num: Ø Size: _____ Num: _____ Size: _____ Num: _____ Size : _____

DS Num: 1 Size: 2.5" Num: 1 Size: 6" Num: _____ Size : _____

OS Num: 1 Size: 6" Num: _____ Size: _____ Num: _____ Size : _____

Deck Gun (circle) Yes No Gun Type: _____ Crosslays: 2 Position: MIDSHIP

Booster Reels: Number: Ø Position: _____

Foam System (circle) Yes No GPM: _____ Make: FOAM PRO HYDRO-PRO Type: A/B _____

Tanks

Booster Tank Size: 500 GAL Material: STEEL

Foam Tank Size: 15 GAL Material: Poly

Aerial

Manufacturer: _____ Type: _____ Model: _____ Length: _____ Ft

Aerial Hours: _____ Tip Rating: _____

Waterway: Yes No Waterway Rating (GPM) _____ Remote Nozzle: Yes No

Breathing Air: Yes No Intercom: Yes No

Body

Body Make: _____

Body Material: _____

Fire Line Equipment ~ 4652 Division Highway ~ East Earl, Pa 17519

Page 2 of 4



**FIRE LINE
EQUIPMENT**

Body continued

Number Of Compartments: DS 3 OS 3

Hide Side Compartments: DS 3 OS Ø

REAR - 1

Ground Ladder Storage: (circle) Tunnel Brackets Racks

Warning Lights And Sirens

Emergency Lights: Type and Location:

Strobes: NO Rotators: (2) REAR Intersection: Yes (No)

Light bars: YES (CODE 3) Other: FRONT (2) RED FLASHING

Sirens:

Mechanical: _____ Electronic: CODE 3 Air Horns: (Yes) No

Generator: (Yes) No Other: HONDA (PORTABLE)

Additional equipment included: (list any items included in sale)

LADDERS - 35' EXTENSION, 14' ROOF, 10' ATTIC

HOSE - 800' OF 5"

5" INTAKE: DRIVER'S SIDE

Known repairs required: (List any known damage / required repairs)

NO KNOWN REPAIRS REQUIRED.

Overall Condition: (circle) Excellent Good Fair Poor

Date Of Last Pump Test 06/2015 (circle one) Passed Failed
Date Of Last Aerial Test N/A (circle one) Passed Failed

Agent / Owner certifies that the information provided is accurate and shall not hold Fire Line Equipment liable for errors made to the apparatus listing in regards to the specifications of the above referenced vehicle.

Signature _____ Print _____

Fire Line Equipment ~ 4652 Division Highway ~ East Earl, Pa 17519
Page 3 of 4



Listing and Marketing Agreement

The undersigned being duly authorized, hereby enter into the following contractual agreement: Fire Line Equipment, LLC agrees to advertise on it's website www.buyfiretrucks.com and www.firelineequipment.com the following apparatus:

Apparatus

_____	_____	_____
(Year)	(Manufacturer)	(Type)
Owner		

(Agent / Owner Full Name)		

Agent / Owner certifies that they are the legal owner or authorized selling agent of the above listed apparatus.

Fire Line Equipment, LLC will refer to the Agent / Owner all inquiries regarding the listed apparatus received by Fire Line Equipment, LLC.

The agent / owner agree to pay Fire Line Equipment a commission of 7% of the final agreed upon sale price.
Agent / Owner agree to pay Fire Line Equipment within 10 days of the sale.

Agent / owner agree to notify Fire Line Equipment, at the time of sale, as to the sale price and the name and address of the buyer.

Either party may terminate this agreement at any time by notifying the other party in writing. If any sale takes place subsequent to termination, to a buyer previously referred by Fire Line Equipment, LLC, the same commission will be paid as if the agreement were still affect.

Agreement terms accepted by:

Fire Line Equipment, LLC

Agent / Owner

Date

Date

Fire Line Equipment ~ 4652 Division Highway ~ East Earl, Pa 17519

Page 4 of 4



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

ADMINISTRATION

May 23, 2016

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

From: Randy Wetmore *RAW*
City Administrator

Re: 1 Year Extension of Agreement with Senior Citizen Center

Policy Issue: Continuation of the Agreement with the Senior Citizen Center.

Recommendation: It is recommended that the City extend the agreement with the Senior Center for another year. There are no changes to the agreement except the extension of the time for an additional year.

Background: The City has had an agreement with the Center for a number of years. The agreement has remained the same for the past several years.

Budget Impact: It is anticipated that revenue the agreement will be \$4,800 for the year.

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



RESOLUTION APPROVING LEASE AGREEMENT WITH
MARSHALLTOWN SENIOR CITIZEN CENTER, 7/1/2016 – 6/30/2017

WHEREAS there has been presented to the Marshalltown City Council a form of lease for approval by the City of Marshalltown, Iowa, and the Marshalltown Senior Citizen Center of Marshalltown, Iowa for a term of one (1) year from and after the 1st day of July, 2016, and up to noon of the 30th day of June, 2017, for the use and occupancy by lessees of the downstairs portion of the building located at 20 East State Street in Marshalltown, Iowa, except for non exclusive rights to use of the entry ways to said building, elevator, the machinery room and the boiler room, as described in the lease agreement; and

WHEREAS this Council has considered the terms, conditions and intended use of such room or space, together with the provisions provided for termination, and that such lease is in the best interest of the city and should be approved.

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

Section 1. This Council hereby approves the attached agreement with the Marshalltown Senior Citizen Center of Marshalltown, Iowa, for a one (1) year period beginning July 1, 2016, and ending at noon on the 30th day of June, 2017, the right and occupancy of the downstairs portion of the building located at 20 East State Street in Marshalltown, Iowa, except for non exclusive rights to use of the entry ways to said building, elevator, the machinery room and the boiler room, as described in the lease agreement.

Section 2. The Mayor and City Clerk are hereby authorized to execute such lease for and in behalf of the City of Marshalltown.

Passed this __th day of May, 2016, and signed this __ day of May, 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

SENIOR CITIZENS CENTER LEASE AGREEMENT

This agreement is made and entered into this ___ day of May, 2016, by and between the CITY OF MARSHALLTOWN, IOWA, and the MARSHALLTOWN SENIOR CITIZENS CENTER:

WITNESSETH, that the CITY OF MARSHALLTOWN, IOWA, (Lessor) agrees to lease to the MARSHALLTOWN SENIOR CITIZENS CENTER (Lessee) the following described premises in Marshalltown, Iowa, to-wit:

The downstairs portion of the building located at 20 East State Street, Marshalltown, Iowa, except for the non-exclusive rights to use of the entry ways to said building, elevator, the machinery room and the boiler room. Lessee shall have the non -exclusive right to use the boiler room for storage. 20 East State Street is legally described as Lot 10 of Block 3 of the Original Plat of Marshall, Marshall County, Iowa.

1. This Lease Agreement shall commence on the 1st day of July, 2016, and shall continue for a term of two years, terminating at 12:00 PM on the 30th day of June, 2018. Lessee shall have the option of renewing this Lease Agreement for one additional period of two years provided Lessee gives Lessor written notice of its intent to exercise said right to renew at least 60 days prior to the expiration date set forth above. Said written notice shall be given to Lessor by delivering it to the City Clerk's office.
2. The monthly rent shall be the sum of \$400.00, payable in advance at the City Clerk's office, City Hall, Marshalltown, Iowa.
3. Upon receipt of the notice of intent to exercise any option set forth in Paragraph 1, either Party may notify the other of its intent to re-negotiate any provision of this Lease Agreement and the parties shall immediately enter into negotiations on the subjects required with an effort to solve any problems that may have arisen during the term which shall be in harmony with the terms of this Lease Agreement.
4. Lessee shall not sell, assign, transfer, convey or assign this Lease Agreement or sublet any part of the demised premises without written consent of Lessor, given by the City Administrator, nor shall Lessee use the same for any purpose other than for a Senior Citizens Center. Lessee shall not discriminate on the basis of race, creed, color, religion, handicap, sex, or any other basis. In the event federal or state funds are used in the operation of this center, any conditions, restrictions or other requirements required or imposed by the federal or state governments shall automatically become a part of this Lease Agreement without any further action by either Party and the Parties shall abide by these requirements.
5. Lessor retains the absolute right to use any portion of the building not leased hereunder as it, in its sole discretion, may deem advisable. Lessor makes no expressed or implied covenant that it will not lease other portions of the building to other groups that may, in fact, be in competitions with Lessee or that may provide similar services or provide similar activities to senior citizens, or to any other groups.
6. This Lease Agreement replaces all other lease agreements, oral or written, existing between the Parties hereto.
7. Lessor shall have rights of entry at all reasonable times and places, into the demised premises, for purposes of inspection, repair or remodeling of any part of the building.
8. Lessor shall pay utility charges building and equipment repairs. Lessee shall pay rent plus reimburse the city for garbage collection and phone charges.
9. The Lessor shall assist wherever practical with the bookkeeping of the Lessee and may advance, on Lessee's behalf, certain of the costs of Lessee's obligations outlined above for which Lessee will be billed periodically. Failure of Lessee to promptly pay same shall in itself constitute a breach of the Lease Agreement.

10. Lessee agrees to operate said leased premises for the general good of senior citizens and to make such reports as the Marshalltown City Council may, from time to time, request and to keep and maintain the premises in good condition, and to deliver the premises in as good as condition as they received same, ordinary wear and tear excepted.
11. Lessee shall timely pay all its obligations assumed under this Agreement and will permit no violations of laws as to gambling and intemperance, nor shall it permit any acts or business that would vitiate the usual insurance policy and will give Lessor timely notice of any danger to the premises, as well as loss or injury.
12. In the event of breach of the Lease Agreement by non-payment or by other failures to conform to the terms of the Lease Agreement, Lessor shall have all rights of any nature and description at its disposal and may proceed under any one or combination of rights, it may, in its sole discretion possess.
13. (a) Lessee agrees to hold the Lessor harmless from any liability arising from the use of the premises by itself, its agents, members, invitees, guests or other persons, and Lessee agrees to hold the Lessor harmless from any liability arising by reason of personal injury to any person or persons on or about the said premises, and Lessee agrees it will carry insurance as against said liability in a sum of not less than \$300,000 and place a copy of said insurance policy in the Senior Citizens file in the City Clerk's office.

(b) Lessee will make no claim for damages as against Lessor arising out of or occasioned by any leakage or roof, walls, windows, or otherwise, nor arising out of or occasioned by steam, water, sewage, electricity, elements or other conditions not the responsibility of Lessor, beyond Lessor's control or occasioned by sudden and unexpected occurrence, nor for any loss arising out of or occasioned by any of the aforesaid through the negligence of Lessee, its agents, employees or sub-lessees, nor for repairs which are the responsibility or obligation of Lessee and Lessee will notify Lessor of any condition for which Lessor is responsible for repair and Lessor will make repairs being afforded reasonable time therefore considering the availability of labor, materials, strike, lockouts, weather conditions, ice, snow, riots, armed conflict, tornadoes, earthquakes, or other acts of God.

IN WITNESS THEREOF, the parties pursuant to the authority granted by their governing boards of bodies affix their signatures hereto.

CITY OF MARSHALLTOWN

SENIOR CITIZENS CENTER
By Authority of its Board of Directors

James L. Lowrance, Mayor

President

Shari L. Coughenour, CMC, City Clerk

Secretary



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

ADMINISTRATION

May 23, 2016

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

From: Randy Wetmore
City Administrator

A handwritten signature in blue ink, appearing to read "RAW", is written over the printed name and title of Randy Wetmore.

Re: 1 Year Extension of 28E Agreement with the Marshalltown Area Chamber of Commerce for Operating the Visitors Bureau and Convention Center

Policy Issue: Continuation of the 28E Agreement with the Chamber for the operation of the Visitors and Convention Center.

Recommendation: It is recommended that the City enter into a 1 year agreement with several years. It is recommended that the formula for the sharing of the generated revenues remain the same as the previous agreement at 67% to the Chamber and 23% to the City. The revenues generated by the hotel/motel tax vary from year to year. The past two years have been higher than usual because of the Alliant power plant construction.

Having a 1 year agreement will allow the Council to revisit the formula next year as the City enters into another year of the tax roll backs approved by the State to see if a change will be required in the formula.

Background: The City and the Chamber have had a 28 Agreement for these services for a number of years. The services they have provided have assisted in a number of events, large and small, coming to Marshalltown

Budget Impact: It is anticipated that total revenue from the tax for the coming year will be approximately \$515,000.

City Council

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



RESOLUTION APPROVING 28E AGREEMENT WITH THE
MARSHALLTOWN AREA CHAMBER OF COMMERCE
FOR THE PURPOSES OF OPERATING A
VISITORS BUREAU AND CONVENTION CENTER

WHEREAS, the City of Marshalltown, Iowa entered into an agreement with the Marshalltown Area Chamber of Commerce (Chamber) concerning the creation and operation of the Convention and Visitor's Bureau, which was approved by the Council of the City of Marshalltown, effective July 1, 1999; and

WHEREAS, the agreement was renewed for the following effective dates:

<u>Resolution No.</u>	<u>Date Approved</u>	<u>Date Beginning</u>	<u>Date Ending</u>
2011-070	May 9, 2011	06/1/2011	05/31/2013
2013-103	June 24, 2013	06/1/2013	05/31/2015
2015-084	May 26, 2015	06/01/2015	05/31/2016
		06/01/2016	06/30/2017

and

WHEREAS, the City of Marshalltown, Iowa and the Chamber wish to approve another agreement, the effective dates being June 1, 2016 through June 30, 2017¹, renewable or terminated pursuant to contract terms.

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

1. Attached hereto is agreement between the City and the Chamber, which is hereby approved by the Council of the City of Marshalltown, Iowa.
2. The Mayor is hereby authorized to execute any and all documents required concerning this matter.
3. This Resolution shall be in full force and effect on June 1, 2016.

Passed this 23rd day of May, 2016, and signed this __ day of _____, 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

¹ Contract ending date changed to June 30, 2017, to coincide with City of Marshalltown's fiscal year.

28E AGREEMENT

This agreement entered into this first day of June, 2016, by and between the City of Marshalltown, Iowa, a Municipal Corporation (CITY) and the Marshalltown Area Chamber of Commerce (CHAMBER.)

WHEREAS the CITY desires to enter into a contract with the CHAMBER to operate a Convention and Visitors Bureau (BUREAU) to provide services to effectively promote and develop the visitor and convention business and for economic development for the Marshalltown area; and

WHEREAS the CITY has proposed to provide the revenue generated from the hotel/motel tax according to the schedule as detailed below, to carry out on behalf of the CITY such visitor, conference and convention development.

WHEREAS a distribution formula has been negotiated for CHAMBER operations of \$219,000 and it is in the best interest of the CITY to provide a revenue base from which to budget and plan for the upcoming year; and

WHEREAS for the year ending June 30, 2017, parties have agreed to continue funding; and

WHEREAS prior to renewal and prior to expiration of this agreement on May 31, 2016, a review shall occur to determine if the AGREEMENT is working as anticipated.

NOW, THEREFORE, BE IT RESOLVED that the parties agree to the following:

1. **Operation of Bureau**

The CHAMBER will operate the BUREAU as a non-profit entity under the auspices of the CHAMBER. All legal and corporate liability shall be vested within this entity.

2. **Organization**

a. **Board of Directors:** The membership of the Board of Directors shall consist of nine members, two members appointed solely by the City Council of Marshalltown, two members appointed solely by the Executive Board of the Chamber of Commerce, one member from the general public and four from the hospitality industry, jointly appointed by the City Council of Marshalltown and the Executive Board of the Marshalltown Area Chamber of Commerce.

b. **Staff and Management:** The staff and management will be the responsibility of the Chamber of Commerce Chief Executive Officer who will assume full responsibility for the employment, discharge and management of the BUREAU. Hiring of the Director of the BUREAU will be subject to joint approval of the CHAMBER and BUREAU Boards.

c. **Purpose of BUREAU Board of Directors:** The Board of Directors shall provide policy direction for all activities of the BUREAU, review fiscal status, serve as the liaison to the Marshalltown City Council, the Chamber of Commerce Board and other community interest groups and generally function in all matters the Board feels appropriate.

d. **Meetings:** The Board of Directors shall meet at least monthly at a date and time regularly established. All meetings shall be governed by Roberts Rules of Order and subject to the open meetings law. Special meetings may be called by the BUREAU director, or the BUREAU board.

e. **Terms of Board Members:** Board members shall be appointed for three year staggered terms. Should any board member resign or not fulfill the commitment according to the requirements outlined in the BUREAU bylaws a replacement shall be selected to fill the unexpired term of the departed Board member, said replacement to be from the same group as the person creating the vacancy.

f. **Officers:** Officers of the BUREAU will consist of a Chairperson, Vice Chairperson, Secretary, and Past Chairperson duly elected from the Board. Term of office limited to one year with re-election to successive terms permissible.

3. **Scope of Service**
The BUREAU shall undertake such services that are necessary and appropriate to carry out a Program of Work which shall be submitted to City Council prior to the start of each fiscal year.

4. **Time of Performance**
The services of the BUREAU are ongoing and shall continue until terminated pursuant to Paragraph 7 of this Agreement. The BUREAU will submit to the CITY a written annual report no later than July 1 of each year.

5. **CITY Performance**

a. The CITY will pay the BUREAU an amount of the hotel/motel tax actually collected by the Iowa Department of Revenue from within the city limits of Marshalltown, Iowa according to the schedule as outlined below, and received by the CITY.

<u>Period</u>	<u>Formula</u>
June 1, 2006 – May 31, 2007	75% of revenue generated
June 1, 2007 – May 31, 2008	74% of revenue generated
June 1, 2008 – May 31, 2009	73% of revenue generated
June 1, 2009 – May 31, 2010	72% of revenue generated
June 1, 2010 – May 31, 2011	71% of revenue generated
June 1, 2011 – May 31, 2012	71% of revenue generated up to \$219,000 with revenues above this amount split 65% to the BUREAU and 35% to the CITY
June 1, 2012 – May 31, 2013	71% of revenue generated up to \$219,000 with revenues above this amount split 65% to the BUREAU and 35% to the CITY.
June 1, 2013 – May 31, 2014	71% of revenue generated up to \$219,000 with revenues above this amount split 65% to the BUREAU and 35% to the CITY.
June 1, 2014 – May 31, 2015	71% of revenue generated up to \$219,000 with revenues above this amount split 65% to the BUREAU and 35% to the CITY.
June 1, 2015 – May 31, 2016	67% of revenue generated.
June 1, 2016 – June 30, 2017	67% of revenue generated.

b. Such sum shall be payable to the BUREAU upon receipt of quarterly payments to the CITY consistent with tax receipts received by the CITY. Should the work of the Bureau justify additional funds, these could be provided by action of the CITY.

c. Excess funds received over and above operations for the BUREAU will be designated for specific projects relative to convention and visitor development. Such expenditures will be submitted to City Council, after approval by the BUREAU Board of Directors.

d. The BUREAU shall not permit expenditures to exceed revenues in any year. The BUREAU shall not borrow money or issue bonds without written permission of the CITY.

6. **Audit**

The CHAMBER agrees that it will maintain books of account in accordance with generally accepted accounting standards together with necessary documentation to support all expenditures by nature of expenditure and amount, subject to independent audit. CITY may request the audit and shall receive a copy thereof, all at the cost to the CHAMBER.

7. **Termination of Contract**

It is agreed that said Agreement shall be in full force and effect for a period of one (1) year ending June 30, 2017ⁱ. Thereafter, said Agreement shall be in full force and effect for whatever time period agreed to by the parties involved. Said agreement may be terminated by either party by giving written notice only upon a finding of gross mismanagement or misappropriation of funds. In the event the hotel/motel tax is terminated by vote of the residents of the City of Marshalltown, Iowa, or by action of the Iowa Legislature, this Agreement shall terminate ninety (90) days after receipt of the last tax revenues, or sooner if State law so provides. This Agreement shall be reviewed by both parties prior to renewal to ensure the Agreement is working as anticipated.

8. **Assignability**

The CHAMBER shall not assign any interest in this Agreement, and shall not transfer any interest in the Agreement without prior written approval of the CITY.

9. **Hold Harmless**

It is understood between the parties that the CITY provides needed financing to the CHAMBER who operates and is entirely responsible for the BUREAU. Accordingly, the CHAMBER shall maintain all required worker's compensation coverage, liability coverage, and any other needed insurance, relative to the day-to-day operations of the BUREAU. The CITY is an entirely separate entity from the CHAMBER and the BUREAU and is not liable for the debts, obligations, errors, omissions, torts or actions thereof. By execution of this Agreement, the CHAMBER agrees to indemnify and hold harmless the CITY from any liability whatsoever arising under the terms of this Agreement and shall defend the CITY from any such claims, including payment of attorney fees and related costs.

10. **Bureau Employees**

Persons employed to manage the BUREAU are employees of the CHAMBER and are not employees of the CITY.

11. **Location**

The BUREAU will operate out of the CHAMBER offices at 709 South Center Street, Marshalltown, Iowa, or from such location as the CHAMBER deems appropriate and is in the best interests of the parties to this agreement.

MARSHALLTOWN AREA CHAMBER
OF COMMERCE

CITY OF MARSHALLTOWN, IOWA

Signature of Chamber of Commerce Representative

James L. Lowrance, Mayor
ATTEST:

Name and Title of Chamber of Commerce
Representative

Shari L. Coughenour, CMC, City Clerk

ⁱ Contract ending date changed to June 30, 2017, to coincide with City of Marshalltown's fiscal year.



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

May 18, 2016

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

From: Michelle Spohnheimer
Housing & Community Development Director

Re: Dangerous & Dilapidated Building Program – Bid results.

Policy Issue: The City staff has been working on the Dangerous & Dilapidated Building Program since last fall. On May 17, 2016, bids were due to the City to complete demolition and site clearance work on the first five properties.

Recommendation: A bid summary is attached outlining the six bid results. Staff recommends award go to Construct Inc. with a bid amount of \$60,607.00. The contractor will have 120 days to complete the demolition and site clearance.

Background: Five properties were included in this bid to be demolished. They include:

- 108 N. 7th Ave.
- 412 E. State St.
- 512 E. Main St.
- 612 Bromley St.
- 708 Lee St.

Budget Impact: The funds for this project are part of the bond funds approved by the City Council in the fall of 2015.

Attachment: Request for Bid, Bid results, Contract.

cc: Randy Wetmore, City Administrator

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



RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT
FOR DANGEROUS & DILAPIDATED BUILDING PROGRAM – DEMOLITION AND SITE
CLEARANCE OF SPECIFIED BUILDINGS IN THE CITY OF MARSHALLTOWN, IOWA
BEING PROJECT NO. 47815001
IN THE AMOUNT OF \$60,607

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the Dangerous & Dilapidated Building Program, being Project No.47815001, in the City of Marshalltown, as described in the plans and specifications therefore, and

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

<u>Name and Address of Bidders</u>	<u>Amount of Bid</u>
ConStruct Inc. 1710 E. Main St., Marshalltown, IA 50158	\$60,607.00
Brycon LLC 911 N. Center St., Marshalltown, IA 50158	\$96,000.00
Dan Laursen Excavating 510 Morrell Dr., Ottomwa, IA 52501	\$96,035.00
S.L. Baumeier Co., LLC P.O. Box 17, Haverhill, IA 50120	\$104,833.00
MD Construction Inc. 1322 Hwy E-27, Garwin, IA 50632	\$131,365.00
Central Millwright Service LLC 301 W. Main St., State Center, IA 50247	\$135,000.00

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

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

Section 1. That the bid of ConStruct Inc., and the same is hereby accepted for the demolition and site clearance as described in the plans and specifications therefore, as previously

ordered by the Council, and that the contract for the demolition and site clearance of same is now awarded to said contractor in the total amount Sixty thousand six hundred and seven dollars and 00/100=====\$60,607.00) Dollars.

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

Section 3. The final settlement upon the contract, as referred to herein with said contractor, shall be upon the basis of the unit prices as are set forth in the bid of said contractor and for the actual quantities for each item of materials furnished or work performed in the construction of this public improvement. The said contract is subject to all of the conditions as are contained in the resolution ordering construction of this improvement, the notice to bidders as published, the terms of the bidders written proposal, the plans and specifications as are provided therefore, all of which are made a part of this resolution and the said bidders contract by reference as though the same were set out herein verbatim and in specific detail.

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

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

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Dangerous & Dilapidated Building Program - Demolition and Site Clearance Bids

5/17/2016

Contractor Name:	ConStruct Inc.	Brycon LLC	Dan Laursen Excavating	S.L. Baumeier Co., LLC	MD Construction Inc.	Central Millwright Service LLC
Address:	1710 E. Main St. Marshalltown, IA 50158	911 N. Center St. Marshalltown, IA 50158	510 Morrell Dr. Ottumwa, IA 52501	P.O. Box 17 Haverhill, IA 50120	1322 Hwy E-27 Garwin, IA 50632	301 W. Main St. State Center, IA 50247
108 N. 7th Ave.	\$9,052.00	\$17,300.00	\$18,065.00	\$14,681.00	\$23,475.00	\$20,000.00
412 E. State St.	\$10,622.00	\$19,000.00	\$17,095.00	\$22,110.00	\$20,675.00	\$20,000.00
512 E. Main St.	\$16,371.00	\$20,400.00	\$16,500.00	\$23,359.00	\$28,000.00	\$30,000.00
612 Bromley St.	\$15,292.00	\$22,000.00	\$27,700.00	\$27,829.00	\$31,000.00	\$40,000.00
708 Lee St.	\$9,270.00	\$17,300.00	\$16,675.00	\$16,854.00	\$28,215.00	\$25,000.00
Total Bid Amount:	\$60,607.00	\$96,000.00	\$96,035.00	\$104,833.00	\$131,365.00	\$135,000.00
Certificate of Insurance	Yes	Yes	Yes	Yes	Yes	No
5% guarantee of bid	Yes	Yes	Yes	Yes	Yes	Yes
All Attachments Included:	Yes	Yes	Yes	Yes	Yes	No
Comments	Recommended Bid		Error in Math - Bid total on sheet indicated \$95,035			Nonresponsive Bid

Recommended bid: Construct Inc. - \$60,607.00

RESOLUTION APPROVING CONTRACT AND BOND FOR DANGEROUS &
DILAPIDATED BUILDING PROGRAM – DEMOLITION AND SITE CLEARANCE OF
SPECIFIED BUILDINGS IN THE CITY OF MARSHALLTOWN, IOWA
BEING PROJECT NO. 47815001
IN THE AMOUNT OF \$60,607

WHEREAS the City of Marshalltown, Iowa, did by resolution duly adopted by the Council, accept the bid of ConStruct Inc. of Marshalltown, Iowa, for demolition and site clearance services of the Dangerous & Dilapidated Building Program as required by plans and specifications therefore and in the City of Marshalltown, Iowa, as covered by resolution ordering said construction, and,

WHEREAS ConStruct Inc. of Marshalltown, Iowa has executed a contract for the demolition and site clearance services and has filed its construction bond covering the full amount of said improvement with adequate sureties thereon, and that the said contract is now before this Council for final approval.

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

That the contract of ConStruct Inc. duly executed by said company and the surety bond for the performance of said contract, duly executed by said company, together with the surety, are now filed with the City Clerk for the construction of the public improvement as fully set forth in the plans and specifications for Project No. 47815001, the Dangerous & Dilapidated Building Program in the City of Marshalltown, Iowa, and therein specifically described, be and the same are hereby accepted and approved.

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

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

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN
DANGEROUS & DILAPIDATED BUILDING PROGRAM

DEMOLITION AND SITE CLEARANCE
CONTRACT

PROJECT NO. 47815001

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

WITNESSETH: That the Contractor for and in consideration of the sum of Sixty thousand six hundred and seven dollars and 00/100 dollars (\$60,607.00) payable as set forth in the specifications constituting a part of this contract, hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk of Marshalltown, Iowa. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment - Item 1: Request for Bid, which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment - Item 2: Bid Sheet, which was proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

Dangerous & Dilapidated Building Program
Demolition and Site Clearance Services for:

- 108 N. 7th Ave., Marshalltown
- 412 E. State St., Marshalltown
- 512 E. Main St., Marshalltown
- 612 Bromley St., Marshalltown
- 708 Lee St., Marshalltown

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Sixty thousand six hundred and seven dollars and 00/100 dollars (\$60,607.00) which amount shall constitute the required amount of the performance, payment, and maintenance bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written notice to proceed by the Jurisdiction and to fully complete the project (within 120 calendar days from the start of the contract); and to pay liquidated damages according to the following schedule:

Contract Amount	Substantial Completion Liquidated Damages	Final Completion Liquidated Damages
\$0 to \$25,000	\$75.00	\$75.00
\$25,001 to \$50,000	\$125.00	\$75.00
\$50,001 to \$100,000	\$200.00	\$100.00
\$100,001 to \$500,000	\$400.00	\$200.00

\$500,001 to \$1,000,000	\$600.00	\$300.00
\$1,000,001 to \$2,000,000	\$925.00	\$400.00
\$2,000,001 to \$5,000,000	\$1,375.00	\$500.00
\$5,000,001 to \$10,000,000	\$2,000.00	\$1,000.00
\$10,000,001 and up	\$3,000.00	\$1,500.00

The Contractor shall perform all work in a workmanlike manner.

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

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

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

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

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

CITY OF MARSHALLTOWN

CONTRACTOR

By _____

Contractor

(Seal)
ATTEST:

By _____
Signature

Title

Street Address

City, State, Zip Code

Telephone

Exhibit A – Signature Page
Dangerous & Dilapidated Building Program
Bid Sheet

This form must be completed and returned with applicable additional information in a sealed envelope marked **"SEALED RFP FOR DEMOLITION AND SITE CLEARANCE SERVICES"**. Please write legibly.

BID DUE: Tuesday, May 17, 2016 at 10:00AM

City of Marshalltown
City Clerk's Office
24 North Center Street
Marshalltown, IA

Name of Bidder:	Con Struct Inc.
Address of Bidder:	1710 E Main St. Marshalltown, IA 50158
Contact Person:	Deon Smith
Phone Number:	641 752 1865
Fax Number:	641 752 5905
E-mail Address:	deonsmith@gwestoffice.net
IA Contractor Registration Number:	

Property Address	Bid Amount
108 N. 7 th Avenue	\$ 9,052.00
412 E. State Street	\$ 10,622.00
512 E. Main Street	\$ 16,371.00
612 Bromley Street	\$ 15,292.00
708 Lee Street	\$ 9,270.00
TOTAL BID:	
	\$ 60,607.00

Required Attachments:

- ☐ Certificates of Insurance as outlined in Section 2.1
- ☐ 5% guarantee of the bid as described in Section 2.2.1

I certify that I am authorized to sign by the company providing this bid. I have read all the provisions of the RFP and agree to the terms and conditions.

Deon Smith Grading Foreman May 16, 2016
Signature/Title Date

RAW

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

May 19, 2016

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

From: Michelle Spohnheimer
Housing & Community Development Director

Re: Husak Subdivision

Policy Issue: The City of Marshalltown has subdivision authority on property within two miles of the corporate limits when a subdivision is being proposed. The Council has the authority to require all of the subdivision improvement standards or waive specific requirements. The owner is requesting that the Council allow a private street extension to be installed at a lesser standard and that sewer not be required. Since the owner wants to split the lot he purchased into two lots the subdivision process is required. He can keep a single lot and build one home without requiring any City review.

Recommendation: Staff recommends approving the preliminary plat with the condition that the street be installed to City specification due to the proximity to the City limits and possibility of future annexation. Requiring infrastructure to be installed to this standard would reduce the likelihood of situation like we are currently experiencing with Hilltop where substandard streets become a City maintenance responsibility.

The Plan Zoning Commission discussed this proposal extensively at their meeting on May 12, 2016. They discussed that the extension off of the existing Odessa Drive is private and that Odessa Drive does not meet any City or County standards currently. They discussed that these lots are very close to the current City limits and with all the recent development in the area growth could be a potential in that direction. They discussed their charge as a Commission is to think about future growth and development for the City.

A motion was made to approve the preliminary plat showing a street built to City standards. We had six commissioners present and the vote was a tie vote 3 to 3. A second motion was not considered and the Commission requested that the Council receive their vote as taken.

Staff has presented two resolutions to the Council one waiving the street standard and one requiring City standards are met.

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

Marshalltown



Background: The Council has reviewed subdivisions and waived requirements within the two-mile jurisdiction in the past however they have typically been closer to the two-mile distance. This is one of the first subdivisions in many years that has been this close to the City limit boundary.

Budget Impact: These lots are in the County and would not generate any City property taxes.

Attachment: Preliminary Plat with proposed road and City standard.

cc: Randy Wetmore, City Administrator

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



OPTION "A"

**RESOLUTION APPROVING PRELIMINARY PLAT FOR HUSAK SUBDIVISION
WAIVING CERTAIN SUBDIVISION STANDARDS**

WHEREAS the City of Marshalltown has subdivision authority within the two-mile jurisdiction from the corporate limits; and

WHEREAS the Preliminary Plat, including lot layout plan and grading for Husak Subdivision has been filed for review and approval including a request to waive certain City subdivision requirements; and

WHEREAS The Plan Zoning Commission reviewed the Preliminary Plat and discussed the request to waive specific requirements including installation of public infrastructure to City specifications at a meeting on May 12, 2016; and

WHEREAS the Plan Zoning Commission made a motion to recommend approval of the Preliminary Plat with a condition that the street be built to City standards; and

WHEREAS the Plan Zoning Commission voted three yes to three no to approve that motion which is now presented to the City Council.

WHEREAS the City of Marshalltown, Iowa finds that approving and adopting the Preliminary Plat as proposed by the owner is in the best interests of the City of Marshalltown, Iowa.

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

Section 1. That the Preliminary Plat for the Husak Subdivision is hereby approved and accepted under the following conditions as set forth therein.

Section 2. The proposed street shall not be built to City standards and shall remain private even if annexed by the City of Marshalltown in the future and the City shall not have any maintenance responsibility.

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

OPTION "B"

**RESOLUTION APPROVING PRELIMINARY PLAT FOR HUSAK SUBDIVISION
REQUIRING CERTAIN SUBDIVISION STANDARDS**

WHEREAS the City of Marshalltown has subdivision authority within the two-mile jurisdiction from the corporate limits; and

WHEREAS the Preliminary Plat, including lot layout plan and grading for Husak Subdivision has been filed for review and approval including a request to waive certain City subdivision requirements; and

WHEREAS The Plan Zoning Commission reviewed the Preliminary Plat and discussed the request to waive specific requirements including installation of public infrastructure to City specifications at a meeting on May 12, 2016; and

WHEREAS the Plan Zoning Commission made a motion to recommend approval of the Preliminary Plat with a condition that the street be built to City standards; and

WHEREAS the Plan Zoning Commission voted three yes to three no to approve that motion which is now presented to the City Council.

WHEREAS the City of Marshalltown, Iowa finds that approving and adopting the Preliminary Plat with a street built to City standards is in the best interests of the City of Marshalltown, Iowa.

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

Section 1. That the Preliminary Plat for the Husak Subdivision is hereby approved and accepted under the following conditions as set forth therein.

Section 2. The proposed street shall be built to City standards.

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

Complete the following contact information. (Please type or print clearly)

Owner Corporation Name	
Contact/Owner Name Doug Husak	
Owner Address 102 Duesenberg Dr Conrad, IA 50621	Owner Fax
Owner Phone	
Owner E-mail Douglas.P.Husak@wellsfargo.com	

Name of Law Firm GBSBH	
Attorney Name Roger Schoell	
Attorney Address 102 East Church St. Marshalltown, IA 50158	Attorney Fax
Attorney Phone 641-752-4507	
Attorney E-mail	

Engineer Firm Name Clapsaddle-Garber Associates	
Engineer Contact Person Steve Troskey	
Engineer Address 16 E Main St Marshalltown, IA 50158	
Engineer Phone 641-752-6701	Engineer Fax
Engineer E-mail stroskey@cgaconsultants.com	

Estimated timeline:*Preliminary Plat*

Date	Time	Location	Item/Meeting
<i>Due 1 wk prior</i>	12:00 PM	Housing Office	Submit PP to zoning office for DRC
4/19/16	10:00 AM	Basement Meeting Room – Housing	DRC meeting
<i>Due 1 wk prior</i> 4/29/16	12:00 PM	Housing Office	Submit PP and fee to zoning office for P&Z
5/12/16	5:00 PM	Council Chambers 10 W. State St.	P&Z meeting
<i>Due Wed. prior</i>	12:00 PM	Housing Office	Submit revisions of PP if applicable to zoning office for CC
AKA	5:30 PM	Council Chambers 10 W. State St.	1st CC meeting - discussion
5/23/16	5:30 PM	Council Chambers 10 W. State St.	2 nd CC meeting - action

Final Plat

Date	Time	Location	Item/Meeting
<i>Due 1 wk prior</i>	12:00 PM	Housing Office	Submit FP to zoning office for DRC
	10:00 AM	Basement Meeting Room – Housing	DRC meeting
<i>Due 1 wk prior</i>	12:00 PM	Housing Office	Submit FP and fee to zoning office for P&Z
	5:00 PM	Council Chambers 10 W. State St.	P&Z meeting
<i>Due 1 wk prior</i>	12:00 PM	Housing Office	Submit FP & all legal paperwork to zoning office for CC (Deadline 1 week prior to CC)
	5:30 PM	Council Chambers 10 W. State St.	1 st CC meeting - discussion
	5:30 PM	Council Chambers 10 W. State St.	2 nd CC meeting - action

April 28, 2016

Michelle Spohnheimer
City of Marshalltown
36 N. Center St
Marshalltown, IA 50158



RE: Husak Subdivision
Preliminary Plat Application
Marshall County, IA

Dear Michelle:

Attached is a Preliminary Plat application from Doug Husak for a two-lot subdivision within Marshall County but within the City of Marshalltown's two mile extra-territorial jurisdiction. Because this subdivision falls within the city's subdivision regulation authority, all infrastructure is required to be constructed to city specifications. Based on the unique characteristics of both this development and location we respectfully ask the city to consider waiving a portion of these regulations.

The City of Marshalltown Subdivision Regulations of 1973, as amended, requires city water service, sanitary sewer, and full public street. This property is located just south of Odessa Drive, a private unimproved street wholly within Marshall County. City water service is available north of the proposed lot split and will be built to serve the two properties, if approved. There is no sanitary sewer available so septic systems will be allowed on each lot.

To connect to Odessa Drive, Mr. Husak is proposing a street built to the following specifications (please see plat for more detail): 3" flux rock, 3/4" road stone, and a chip/seal overlay. This road will be strong enough to service emergency equipment and provide adequate space for a fire-truck turnaround. Water will sheet flow from the road towards the existing detention basin. The proposed subdivision abuts a private street and is surrounded by unimproved land. A connection from unimproved Odessa Drive is the only access point to these lots. The Comprehensive Plan of 2030 Transportation Map shows no arterial or collector streets in this area and the Future Land use plan indicates a desire for low density residential housing.

In order for Mr. Husak's land to be annexed, Odessa Drive must first be annexed which would require a full upgrade of that street paid for by adjacent property owners. The City of Marshalltown is unlikely to accept unimproved infrastructure, which means that until Odessa Drive is improved there is little chance of Mr. Husak's subdivision to be annexed.

Attached to this cover letter are two plat maps, one showing the proposed road profile and a second showing the required road profile. Also included is a general vicinity map and subdivision application.

I look forward to discussing this subdivision application with your team.

Please contact me at 641-752-6701, or stroskey@cgaconsultants.com if you have any questions.

Sincerely,
CLAPSADDLE-GARBER ASSOCIATES, INC.

A handwritten signature in black ink, reading "Stephen Troskey", is positioned above the typed name.

Stephen T. Troskey
Project Manager

PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC, 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

DESCRIPTION - PARCEL "A"

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

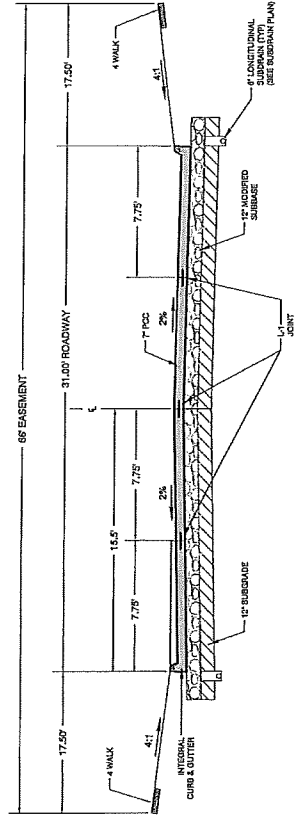
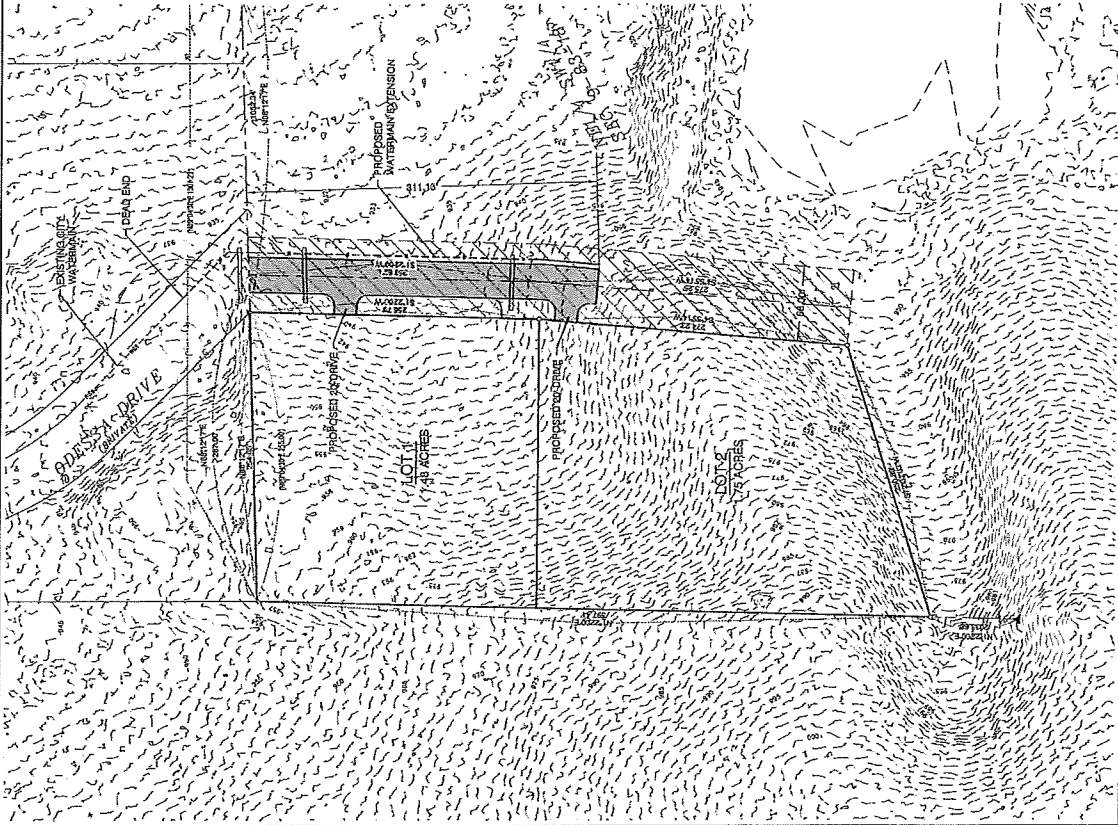
MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE, N88°12'17"E 254.85' ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE, S1°22'00"W 256.78'; THENCE, S4°55'14"W 274.23'; THENCE, S72°32'03"W 250.89' TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE, N1°22'00"E 597.41' ALONG SAID WEST LINE, TO THE POINT OF BEGINNING. PARCEL "A" CONTAINS 3.23 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

DESCRIPTION - INGRESS/EGRESS EASEMENT

A 66.00' WIDE INGRESS/EGRESS EASEMENT LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5th P.M., MARSHALL COUNTY, IOWA.

EASEMENT IS LOCATED 33.00' ON BOTH SIDES OF A CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE, N88°12'17"E 287.90' ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 9 TO THE POINT OF BEGINNING ; THENCE, S1°22'00"W 259.62'; THENCE, S4°55'14"W 275.25' TO THE POINT OF TERMINUS, CONTAINING 0.81 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

	
Clapsaddle-Garber Associates, Inc 16 East Main Street Marshalltown, Iowa 50158 Ph 641-752-6701 www.cgsaonline.com	
DRAWN CAQ	SHEET NO. 2 OF 2
DATE 2-13-16	PROJECT NO. 76991.05



TYPICAL STREET SECTION (PCC)

NOT TO SCALE

		PREPARED BY: DATE: 03/20/11		CHECKED BY: DATE: 03/20/11		DESIGNED BY: DATE: 03/20/11		DRAWN BY: DATE: 03/20/11		APPROVED BY: DATE: 03/20/11		PROJECT NO: 7891.04 SHEET NO: 1 OF 1	
HUSAK SUBDIVISION MARSHALL COUNTY, IOWA										SUBDIVISION EXHIBIT			



Unincorporated
Marshall
County

City of Marshalltown

Proposed
Husak
Subdivision

~3.23 ac

Unincorporated Marshall County



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

May 16, 2016

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

From: Justin Nickel
Director of Public Works

Re: Statement of Completion – Boulder Contracting for construction of the South 18th Avenue Improvements (76015011)

Policy Issue: City policy requires Governing Body approval of Resolution approving Engineers Statement of Completion

Recommendation: Staff recommends approving the Resolution approving Engineers Statement of Completion

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

Budget Impact: This project will be funded with RISE Grant monies and paid for by the developer.

Attachment: Statement of Completion

cc: Randy Wetmore, City Administrator

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 BOULDER CONTRACTING LLC,
IN THE AMOUNT OF \$146,709.00, FOR CONSTRUCTION OF THE
SOUTH 18TH AVENUE IMPROVEMENTS (MENARDS) PROJECT
IN THE CITY OF MARSHALLTOWN, IOWA,
BEING PROJECT NO. 76015011

WHEREAS, the City of Marshalltown, Iowa has heretofore entered into a contract for labor and material for the South 18th Avenue Improvements (Menards) Project.

WHEREAS, said project has been completed by Boulder Contracting., of Grundy Center, 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 South 18th Avenue Improvements (Menards), being project number 76015011, is hereby accepted pursuant to the Engineer's Statement of Completion for the final project cost of \$146,709.00.

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 Boulder Contracting LLC., including the payment of the items called for in said contract and approved for final payment.

Passed this 23rd day of May 2016, and signed this ____ day of May 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Engineer's Statement of Completion

Project: South 18th Avenue Improvements (Menards)
City PN 76015011
Marshalltown, Iowa

Contractor: Boulder Contracting LLC
25789 N Avenue
Grundy Center, IA 50638

TO: City of Marshalltown:

I hereby state that the construction of the South 18th Avenue Improvements (Menards) by a contract dated October 12, 2015 has been substantially completed in general compliance with the terms, conditions, and stipulations of said Contract. The work was substantially completed on April 29, 2016.

I further state that the total amount due to the Contractor for the fulfillment of said Contract is One Hundred Forty Six Thousand, Seven Hundred Nine Dollars (\$146,709.00). The derivation of this amount is tabulated on the attached sheet.

Ninety-five percent (95%) of the total amount due the Contractor has been paid by Pay Estimate No. 3. The remaining five percent (5%) shall then be paid no sooner than thirty (30) days following acceptance of the project by the City Council. The Contractor will receive interest on any unpaid balance at the maximum legal rate from and after forty (40) days following the initial thirty (30) day waiting period following acceptance of the project by the City Council.

CLAPSADDLE-GARBER ASSOCIATES, INC.



Adam C Daters, P.E.
Iowa License No. 19579

Date: May 4, 2016

Accepted by:

Resolution: _____ Date: _____

Signed: _____

Attest: _____

Distribution: Engineer
Contractor
City of Marshalltown



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

May 17th, 2016

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

From: Justin Nickel
Director of Public Works

Re: Prj # 76015006 – Statement of Completion – Day Construction Services, LLC for construction services for the 2015 Concrete 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 Day Construction Services, LLC for construction services for the 2015 Concrete 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

cc: Randy Wetmore, City Administrator

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 DAY CONSTRUCTION SERVICES LLC.,
IN THE AMOUNT OF \$174,337.95 FOR CONSTRUCTION OF THE
2015 CONCRETE REPAIR PROJECT
IN THE CITY OF MARSHALLTOWN, IOWA,
BEING PROJECT NO. 76015006

WHEREAS, the City of Marshalltown, Iowa has heretofore entered into a contract for labor and material for the 2015 Concrete Repair Project.

WHEREAS, said project has been completed by Day Construction Services 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 2015 Concrete Repair being project number 76015006, is hereby accepted pursuant to the Engineer's Statement of Completion for the final project cost of \$174,337.95.

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 Day Construction Services LLC., including the payment of the items called for in said contract and approved for final payment.

Passed this 23rd day of May 2016, and signed this ____ day of May 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN, IOWA

CERTIFICATE OF COMPLETION AND FINAL ACCEPTANCE WORK

CONTRACTOR: Day Construction Services, LLC PROJECT NO.: 76015006

ADDRESS: 1721 Taylor Ave., Marshalltown, IA. 50158

SURETY: Merchants National Bonding Inc.

ADDRESS: 11 E Church St., Marshalltown, IA 50158

KIND OF WORK: Concrete Street Repair

CONTRACT COMPLETION DATE: October 19th, 2015

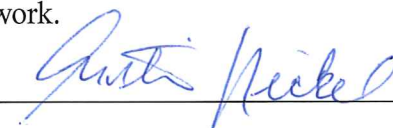
This is to certify that the work covered by the contract with Day Construction Services, LLC

On the above project, let June 8, 2015 and dated July 13, 2015 with an original

contract amount of \$149,020.00 consisting of 2015 Concrete Repair Project and located in the City of Marshalltown was completed on the 19th day of October, 2015 and that the materials listed on the attached final estimate were delivered and placed by the Contractor.

Final Contract Amount: \$174,337.95 Liquidated Damages: None Retainage: \$8,716.90

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:  Iowa Reg. No. 18950 Date: 5/9/16

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
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

May 16, 2016

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

From: Justin Nickel
Director of Public Works

Re: Order Construction – 2016 Asphalt Crack & Joint Seal Project (76016007)

Policy Issue: City policy requires Governing Body approval of Resolution ordering construction

Recommendation: Staff recommends approving the Resolution ordering construction of the 2016 Asphalt Crack & Joint Seal Project.

Background: Engineering staff has prepared plans, specifications and contract documents for the Asphalt Crack & Joint Seal project. The project includes 23.5 miles of crack cleaning and filling in various locations.

Budget Impact: This project will be funded with bond sale proceeds.

Attachment: None

cc: Randy Wetmore, City Administrator

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



RESOLUTION ORDERING CONSTRUCTION OF 2016 ASPHALT CRACK SEAL PROJECT
IN THE CITY OF MARSHALLTOWN, IOWA,
SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS
BEING PROJECT NUMBER 76016007

WHEREAS there is now on file in the office of the City Clerk proposed plans, specifications, form of contract and estimated costs for the construction of the 2016 Asphalt Crack Seal, Project No. 76016007 in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No. 76016007 and

WHEREAS the cost of the said improvement is in excess of \$25,000 and a public hearing on the plans, specifications, form of contract and the estimated cost of said improvement is required by law and that notice thereof shall be given as required by law, and

WHEREAS it is intended that the cost of said improvement shall be paid from such funds as the City may legally use for such purposes or from the proceeds from the issuance of such bonds as may be legally issued for said purposes or any combination of the above methods of financing.

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

Section 1. This Council does hereby order the construction of the 2016 Asphalt Crack Seal Project in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. 76016007 now on file in the office of the City Clerk of Marshalltown, Iowa.

Section 2. That the method of construction shall be by contract in accordance with the plans and specifications and general stipulations for the said improvement approved by the City Council.

Section 3. The Contractor will be paid in monthly estimates for work completed as set out in the specifications. The project shall begin on or near the appropriate starting date as specified on the form of proposal and shall be completed within the specified number of calendar days also indicated thereon.

Section 4. That the said improvements shall be paid for from such funds of the City as may be legally used for such purposes, or from the proceeds of the issuance of such bonds as may be legally issued for such purposes or from any combination of such methods of financing and will be paid in accordance with the Notice to Bidders duly published in connection therewith. The Finance Director shall establish on the books a 2016 Asphalt Crack Seal fund and the bond proceeds or such funds of the City as may be legally used for such purposes are hereby appropriated to pay all costs of the improvements including legal publication, bond, design, engineering, survey and inspection, contract and contingency cost as estimated by the Engineer. The Finance Director is directed to advance all sums necessary from the project fund, and to set up on the books the obligations and receivables of the fund.

Section 5. The City Clerk is hereby directed to publish notice of hearing on plans, specifications, and form of contract and estimated cost in the manner provided by law for the public improvement outlined herein and that any person interested therein may appear and make objections thereto, if any he has. This Council will meet in the Council Chamber, Second Floor, 10 West State Street at Marshalltown, Iowa, at 5:30 o'clock P.M., local time on the 13th of June 2016, for the purpose of hearing all of said objections so made and for taking final action upon the plans, specifications, and form of contract now on file.

Section 6. The City Clerk is further directed to advertise for bids in the manner provided by law for the construction of said improvements, setting forth in said notice such necessary pertinent information as will advise prospective bidders thereof together with the proposed manner of payment of the work to be constructed and that such bids be filed and received in the office of the City Clerk of Marshalltown, Iowa, up to 10:00 o'clock A.M., local time, on the 21st of June 2016. The bids will be opened, read, and tabulated by the City Engineer or his designate at that time and will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, at 5:30 o'clock P.M., local time, on the 27th of June 2016, or at such later time and place as may then be fixed for considering such bids as shall be filed in connection with the improvement herein ordered and in compliance with the notice of taking bids therein, hereby ordered to be published.

Passed this 23rd of May 2016, and signed this _____ day of May 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



James L. Lowrance, Mayor
Randy 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

May 16, 2016

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

From: Justin Nickel
Director of Public Works

Re: Order Construction – Turner Street Force Main Project (59012009)

Policy Issue: City policy requires Governing Body approval of Resolution ordering construction.

Recommendation: Staff recommends approving the Resolution ordering construction of the Turner Street Force Main Project.

Background: The construction includes installing a new 30 inch force main sanitary sewer from the Tuner Street Pump station near Linn Creek at approximately 6th Avenue to the Water Pollution Control Plant Equalization basin. The estimated cost is \$4,946,224.05. The project is expected to be complete by July 3, 2017.

Budget Impact: This project will be funded with bond sale proceeds.

Attachment: None

cc: Randy Wetmore, City Administrator

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



RESOLUTION ORDERING CONSTRUCTION OF TURNER STREET FORCE MAIN
IN THE CITY OF MARSHALLTOWN, IOWA,
SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS
BEING PROJECT NUMBER 59012009

WHEREAS there is now on file in the office of the City Clerk proposed plans, specifications, form of contract and estimated costs for the construction of the Turner Street Force Main, Project No. 59012009, in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No. 59012009, and

WHEREAS the cost of the said improvement is in excess of \$25,000 and a public hearing on the plans, specifications, form of contract and the estimated cost of said improvement is required by law and that notice thereof shall be given as required by law, and

WHEREAS it is intended that the cost of said improvement shall be paid from such funds as the City may legally use for such purposes or from the proceeds from the issuance of such bonds as may be legally issued for said purposes or any combination of the above methods of financing.

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

Section 1. This Council does hereby order the construction of the Turner Street Force Main Project in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. 59012009 now on file in the office of the City Clerk of Marshalltown, Iowa.

Section 2. That the method of construction shall be by contract in accordance with the plans and specifications and general stipulations for the said improvement approved by the City Council.

Section 3. The Contractor will be paid in monthly estimates for work completed as set out in the specifications. The project shall begin on or near the appropriate starting date as specified on the form of proposal and shall be completed within the specified number of calendar days also indicated thereon.

Section 4. That the said improvements shall be paid for from such funds of the City as may be legally used for such purposes, or from the proceeds of the issuance of such bonds as may be legally issued for such purposes or from any combination of such methods of financing and will be paid in accordance with the Notice to Bidders duly published in connection therewith. The Finance Director shall establish on the books a Turner Street Force Main fund and the bond proceeds or such funds of the City as may be legally used for such purposes are hereby appropriated to pay all costs of the improvements including legal publication, bond, design, engineering, survey and inspection, contract and contingency cost as estimated by the Engineer. The Finance Director is directed to advance all sums necessary from the project fund, and to set up on the books the obligations and receivables of the fund.

Section 5. The City Clerk is hereby directed to publish notice of hearing on plans, specifications, and form of contract and estimated cost in the manner provided by law for the public improvement outlined herein and that any person interested therein may appear and make objections thereto, if any he has. This Council will meet in the Council Chamber, Second Floor, 10 West State Street at Marshalltown, Iowa, at 5:30 o'clock P.M., local time on the 13th day of June 2016, for the purpose of hearing all of said objections so made and for taking final action upon the plans, specifications, and form of contract now on file.

Section 6. The City Clerk is further directed to advertise for bids in the manner provided by law for the construction of said improvements, setting forth in said notice such necessary pertinent information as will advise prospective bidders thereof together with the proposed manner of payment of the work to be constructed and that such bids be filed and received in the office of the City Clerk of Marshalltown, Iowa, up to 10:00 o'clock A.M., local time, on the 21st day of June 2016. The bids will be opened, read, and tabulated by the City Engineer or his designate at that time and will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, at 5:30 o'clock P.M., local time, on the 27th day of June 2016 or at such later time and place as may then be fixed for considering such bids as shall be filed in connection with the improvement herein ordered and in compliance with the notice of taking bids therein, hereby ordered to be published.

Passed this 23rd day of May 2016, and signed this _____ day of May 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



James L. Lowrance, Mayor
Randy 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

May 16, 2016

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

From: Justin Nickel
Director of Public Works

Re: Longitudinal Pipeline Agreement with Union Pacific Railroad (UPRR) – Turner Street Force Main Project (59012009)

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

Recommendation: Staff recommends approving the agreement with the UPRR for the Turner Street Force Main Project.

Background: The construction includes installing a new 30 inch force main sanitary sewer from the Tuner Street Pump station near Linn Creek at approximately 6th Avenue to the Water Pollution Control Plant Equalization basin. The estimated cost is \$4,946,224.05. The project is expected to be complete by July 3, 2017. The pipeline parallels the UPRR for approximately 1840 feet. The City will pay the UPRR \$36,000 for installation of the pipeline on private property.

Budget Impact: This project will be funded with bond sale proceeds.

Attachment: None

cc: Randy Wetmore, City Administrator

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



RESOLUTION APPROVING AGREEMENT BY AND BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND THE UNION PACIFIC RAILROAD COMPANY FOR LONGITUDINAL PIPE LINE AGREEMENT IN THE AMOUNT OF \$36,300.00 FOR SANITARY SEWER PIPE LINE CROSSING FOR THE TURNER STREET FORCE MAIN PROJECT NUMBER 59012009

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed agreement by and between the CITY OF MARSHALLTOWN, IOWA, and the UNION PACIFIC RAILROAD COMPANY FOR LONGITUDINAL PIPE LINE PERMIT AGREEMENT IN THE AMOUNT OF \$36,300.00 FOR SANITARY SEWER PIPE LINE CROSSING FOR THE TURNER STREET FORCE MAIN PROJECT.

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 agreement by and between the CITY OF MARSHALLTOWN, IOWA and the UNION PACIFIC RAILROAD COMPANY FOR PERMIT FEE IN THE AMOUNT OF \$36,300.00, FOR SANITARY SEWER PIPE LINE CROSSING FOR THE TURNER STREET FORCE MAIN PROJECT is hereby fully approved in all respects and particulars and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of said City.

Passed this 23rd day of May 2016, and signed this ____ day of May 2016.

James L. Lowrance, Mayor

ATTEST:

SHARI COUGHENOUR, City Clerk



May 06, 2016
Folder: 02990-41

JUSTIN NICKEL
CITY OF MARSHALLTOWN
36 N. CENTER STREET
MARSHALLTOWN IA 50158

RE: Proposed Construction of One Underground 30 Inch Sanitary Sewer Pipeline Encroachment and Crossing Only Between Mile Posts 150.72 and 151.02 on the Clinton Subdivision at or near Marshalltown, Marshall County, Iowa

Attached is the original of an agreement covering your use of the Railroad Company's right of way. Please execute the attached documents IN DUPLICATE and return.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company. Also, please provide a resolution or other authorization for the party executing the documents, *if signature authorization is required by your Entity*.

Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

- Payment in the amount of **Thirty Six Thousand Three Hundred Dollars (\$36,300.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, **with Folder No. 02990-41 noted on that document**. If you require formal billing, you may consider this letter as a formal bill and that 94-6001323 is this Corporation's correct Federal Taxpayer Identification Number.
- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If you have any questions concerning this Agreement, please contact me at (402) 544-8620.

Sincerely,

Daniel Peters
Asst. Manager - Real Estate
Email : dcpeters02@up.com
Phone : (402) 544-8620

LONGITUDINAL PIPELINE AGREEMENT

Between Mile Posts 150.72 and 151.02 Clinton Subdivision
Location: Marshalltown, Marshall County, Iowa

THIS AGREEMENT ("Agreement") is made and entered into as of May 6, 2016, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF MARSHALLTOWN**, an municipal corporation to be addressed at 36 N. Center Street, Marshalltown, Iowa 50158 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

In consideration of the License Fee to be paid by the Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate

one underground 30 inch longitudinal pipeline and crossing for transporting and conveying sanitary sewer only

(hereinafter the "Pipeline") in the location shown and in conformity with the dimensions and specifications indicated on the print dated May 5, 2016 and marked **Exhibit "A"**, attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Pipeline for a purpose other than transporting and conveying sanitary sewer, and the Pipeline shall not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

For the purposes of Exhibit A, Licensee acknowledges that if it or its contractor provides to Railroad digital imagery depicting the Pipeline encroachment, Licensee authorizes Railroad to use the Digital Imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Thirty Six Thousand Three Hundred Dollars (\$36,300.00)**.

Article 3. CONSTRUCTION, MAINTENANCE AND OPERATION.

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in **Exhibit B**, attached hereto and hereby made a part hereof.

Article 4. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. If a contractor is hired by the Licensee for any work performed on the Pipeline (including initial construction and subsequent relocation or maintenance and repair work), then the Licensee shall provide a copy of this Agreement to its contractor, require its contractor to comply with all the terms and provisions hereof relating to the work to be performed. Any contractor or subcontractor shall be deemed an agent of Licensee for the purpose of this Agreement, and Licensee shall require such contractor or subcontractor to release defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

Article 5. INSURANCE.

A. During the life of the License, Licensee shall fully comply with the insurance requirements described in **Exhibit C**.

B. Failure to maintain insurance as required shall entitle, but not require, Licensor to terminate this License immediately.

C. If the Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this lease, those statutes shall apply.

D. Licensee hereby acknowledges that is has reviewed the requirements of **Exhibit C**, including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the pipeline which is the subject of this Agreement.

Article 6. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF MARSHALLTOWN

By: _____

Renay Robison
Director – Real Estate

By: _____

Name Printed: _____

Title: _____

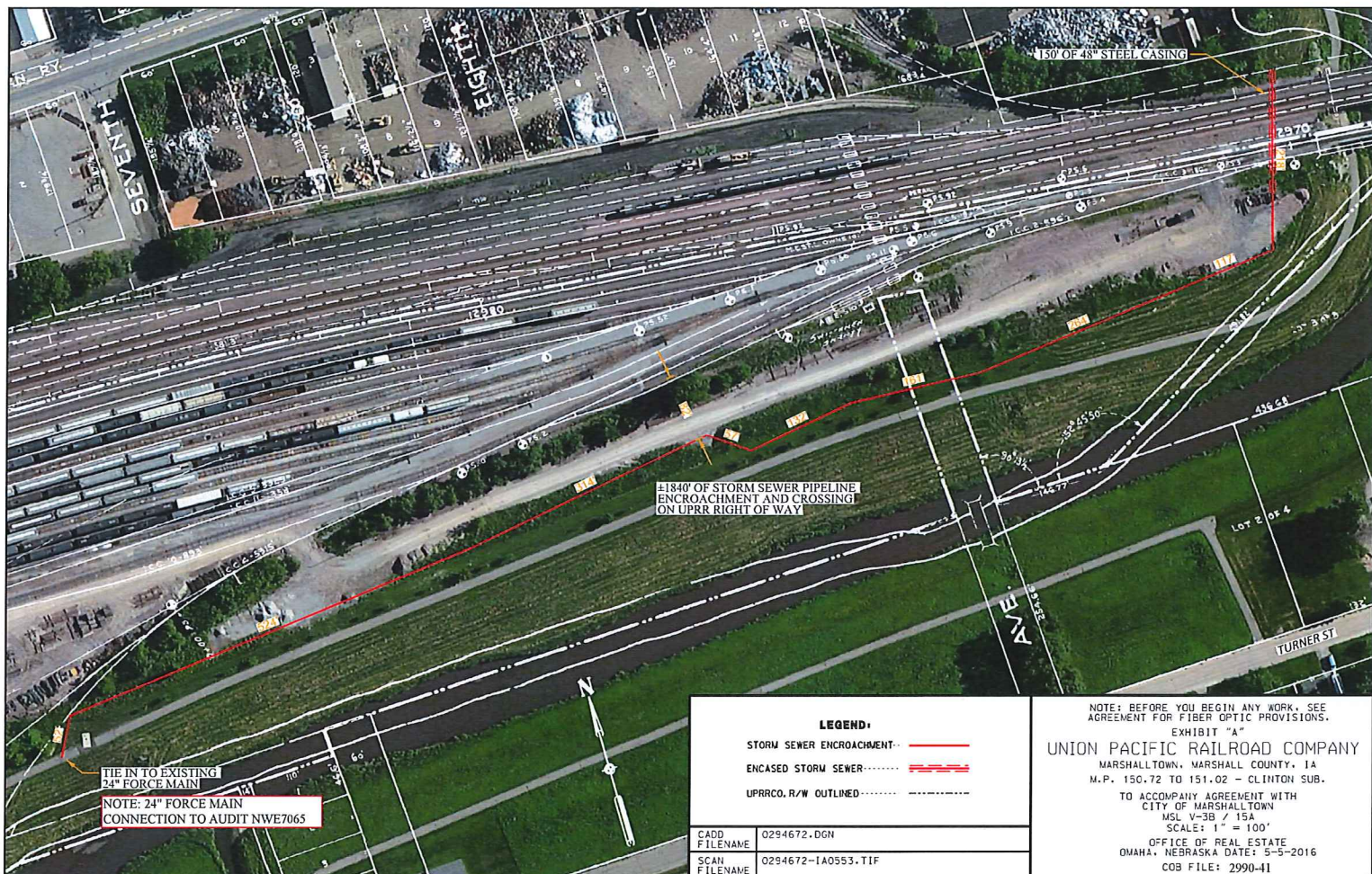


EXHIBIT B

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

- A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.
- B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

- A. The Pipeline shall be designed, constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with (i) Licensor's current standards and specifications ("UP Specifications"), except for variances approved in advance in writing by the Licensor's Assistant Vice President Engineering – Design, or his authorized representative; (ii) such other additional safety standards as the Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"), and (iii) all applicable laws, rules and regulations ("Laws"). If there is any conflict between the requirements of any Law and the UP Specifications or the UP Additional Requirements, the most restrictive will apply.
- B. All work performed on property of the Licensor in connection with the design, construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline shall be done to the satisfaction of the Licensor.
- C. Prior to the commencement of any work in connection with the design, construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline from Licensor's property, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Licensor's Assistant Vice President Engineering Design, or his authorized representative, and then the work shall be done to the satisfaction of the Licensor's Assistant Vice President Engineering Design or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline, and, in the event the Licensor provides such support,

the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefore, all expenses incurred by the Licensor in connection therewith, which expenses shall include all assignable costs.

- D. The Licensee shall keep and maintain the soil over the Pipeline thoroughly compacted and the grade even with the adjacent surface of the ground.
- E. In the prosecution of any work covered by this Agreement, Licensee shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

**Section 3. NOTICE OF COMMENCEMENT OF WORK / LICENSOR REPRESENTATIVE
/ SUPERVISION / FLAGGING / SAFETY.**

- A. If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline. All such work shall be prosecuted diligently to completion. The Licensee will coordinate its initial, and any subsequent work with the following employee of Licensor or his or her duly authorized representative (hereinafter "Licensor Representative" or "Railroad Representative"):

ANDREW L. GRAHAM
MGR TRACK MNTCE
508 E NEVADA ST
MARSHALLTOWN, IA 50158
Work Phone: 641/8 753-2210

JEREMY A. BATTERTON
MGR SIGNAL MNTCE
4900 EDGEWOOD RD SW
CEDAR RAPIDS, IA 52404
Work Phone: 319/8 390-2257

- B. Licensee, at its own expense, shall adequately police and supervise all work to be performed. The responsibility of Licensee for safe conduct and adequate policing and supervision of work shall not be lessened or otherwise affected by Licensor's approval of plans and specifications involving the work, or by Licensor's collaboration in performance of any work, or by the presence at the work site of a Licensor Representative, or by compliance by Licensee with any requests or recommendations made by the Licensor Representative.
- C. At the request of Licensor, Licensee shall remove from Licensor's property any employee who fails to conform to the instructions of the Licensor Representative in connection with the work on Licensor's property. Licensee shall indemnify Licensor against any claims arising from the removal of any such employee from Licensor's property.
- D. Licensee shall notify the Licensor Representative at least ten (10) working days in advance of proposed performance of any work in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Licensor's track(s) at any time, for any reason, unless and until a railroad flagman is

provided to watch for trains. Upon receipt of such ten (10) day notice, the Licensor Representative will determine and inform Licensee whether a flagman need be present and whether any special protective or safety measures need to be implemented. If flagging or other special protective or safety measures are performed by Licensor, Licensor will bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state or local governmental entity. If Licensor will be sending the bills to Licensee, Licensee shall pay such bills within thirty (30) days of receipt of billing. If Licensor performs any flagging, or other special protective or safety measures are performed by Licensor, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

- E. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.
- F. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Licensor is required to pay the flagman and which could not reasonably be avoided by Licensor by assignment of such flagman to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.
- G. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Licensee or its contractor. Licensee shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Licensee and its contractor shall at a minimum comply with Licensor's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's safety standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

- H. Without limitation of the provisions of paragraph G above, Licensee shall keep the job site free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the job.
- I. Licensee shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Prompt notification shall be given to Licensor of any U.S. Occupational Safety and Health Administration reportable injuries. Licensee shall have a non-delegable duty to control its employees while they are on the job site or any other property of Licensor, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.
- J. If and when requested by Licensor, Licensee shall deliver to Licensor a copy of its safety plan for conducting the work (the "Safety Plan"). Licensor shall have the right, but not the obligation, to require Licensee to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the design, construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipeline, including any and all expense which may be incurred by the Licensor in connection therewith for supervision, inspection, flagging, or otherwise.

Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF PIPELINE.

- A. The license herein granted is subject to the needs and requirements of the Licensor in the safe and efficient operation of its railroad and in the improvement and use of its property. The Licensee shall, at the sole expense of the Licensee, reinforce or otherwise modify the Pipeline, or move all or any portion of the Pipeline to such new location, or remove the Pipeline from the Licensor's property, as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor, at its sole election, finds such action necessary or desirable.
- B. All the terms, conditions and stipulations herein expressed with reference to the Pipeline on property of the Licensor in the location hereinbefore described shall, so far as the Pipeline remains on the property, apply to the Pipeline as modified, changed or relocated within the contemplation of this section.

Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.

- A. The Pipeline and all parts thereof within and outside of the limits of the property of the Licensor shall be designed, constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.
- B. Explosives or other highly flammable substances shall not be stored on Licensor's property without the prior written approval of Licensor.

- C. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Licensors's trackage shall be installed or used by Licensor or its contractors without the prior written permission of Licensor.
- D. When not in use, any machinery and materials of Licensee or its contractors shall be kept at least fifty (50) feet from the centerline of Licensor's nearest track.
- E. Operations of Licensor and work performed by Licensor's personnel may cause delays in the work to be performed by Licensee. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee shall coordinate its activities with those of Licensor and third parties so as to avoid interference with railroad operations. The safe operation of Licensor's train movements and other activities by Licensor take precedence over any work to be performed by Licensee.

Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

- A. Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will commence no work on the Licensor's property until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.
- B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD THE LICENSOR HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) CAUSED BY THE NEGLIGENCE OF THE LICENSEE, ITS CONTRACTORS, AGENTS AND/OR EMPLOYEES, RESULTING IN (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON LICENSOR'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON LICENSOR'S PROPERTY, EXCEPT IF SUCH COSTS, LIABILITY OR EXPENSES ARE CAUSED SOLELY BY THE DIRECT ACTIVE NEGLIGENCE OF THE LICENSOR. LICENSEE FURTHER AGREES THAT IT SHALL NOT HAVE OR SEEK RECOURSE AGAINST LICENSOR FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING LICENSOR'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON LICENSOR'S PROPERTY.**

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.

- A. The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.
- B. The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Pipeline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

Section 9. RESTORATION OF LICENSOR'S PROPERTY.

In the event the Licensee in any manner moves or disturbs any of the property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such property to the same condition as the same were before such property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the moving or disturbance of any other property of the Licensor.

Section 10. INDEMNITY.

- A. As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).
- B. **AS A MAJOR INDUCEMENT AND IN CONSIDERATION OF THE LICENSE AND PERMISSION HEREIN GRANTED, TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE LICENSOR FROM**

ANY LOSS OF ANY KIND, NATURE OR DESCRIPTION ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

1. THE PROSECUTION OF ANY WORK CONTEMPLATED BY THIS AGREEMENT INCLUDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, MODIFICATION, RECONSTRUCTION, RELOCATION, OR REMOVAL OF THE PIPELINE OR ANY PART THEREOF;

2. ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE;

3. THE PRESENCE, OPERATION, OR USE OF THE PIPELINE OR CONTENTS ESCAPING THEREFROM;

4. THE ENVIRONMENTAL STATUS OF THE PROPERTY CAUSED BY OR CONTRIBUTED TO BY LICENSEE;

5. ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER; OR

6. LICENSEE'S BREACH OF THIS AGREEMENT,

EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE DIRECT AND ACTIVE NEGLIGENCE OF THE LICENSOR, AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION, IT BEING THE INTENTION OF THE PARTIES THAT THE ABOVE INDEMNITY WILL OTHERWISE APPLY TO LOSSES CAUSED BY OR ARISING FROM, IN WHOLE OR IN PART, LICENSOR'S NEGLIGENCE.

- C. Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit of proceeding brought against any indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any indemnitee. Licensee shall pay all costs incident to such defense, including, but not limited to, reasonable attorney's fees, investigators' fees, litigation and appeal expenses, settlement payments and amounts paid in satisfaction of judgments.

Section 11. REMOVAL OF PIPELINE UPON TERMINATION OF AGREEMENT.

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Pipeline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Pipeline. If the Licensee fails to do the foregoing, the Licensor may, but is not obligated, to perform such work of removal and restoration at the cost and expense of the Licensee. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

Section 12. WAIVER OF BREACH.

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

Section 13. TERMINATION.

- A. If the Licensee does not use the right herein granted or the Pipeline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.
- B. In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.
- C. Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Section 14. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 15. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

Section 16. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Approved: Insurance Group
Created: 9/23/05
Last Modified: 03/29/10
Form Approved, AVP-Law

EXHIBIT C
Union Pacific Railroad Company
Contract Insurance Requirements

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

C. Workers Compensation and Employers Liability insurance. Coverage must include but not be limited to:

Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. Railroad Protective Liability insurance. Licensee must maintain "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement

E. Umbrella or Excess insurance. If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

H. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Licensee required in this agreement, where permitted by law This waiver must be stated on the certificate of insurance.

I. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

J. The fact that insurance is obtained by Licensee or by Railroad on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D
SAFETY STANDARDS

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Licensee or its contractors, subcontractors, or agents, as well as any subcontractor or agent of any Licensee.

I. Clothing

- A. All employees of Licensee will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Licensee's employees must wear:

- (i) Waist-length shirts with sleeves.
- (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
- (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

Licensee shall require its employee to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Licensee's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
 - 100 feet of a locomotive or roadway/work equipment
 - 15 feet of power operated tools
 - 150 feet of jet blowers or pile drivers

- 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

Licensee and its contractor are responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a minimum distance of at least twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized work wear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Licensee must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Licensee will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

- A. It is the responsibility of Licensee to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Licensee's equipment is unsafe for use, Licensee shall remove such equipment from Railroad's property. In addition, Licensee must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
 - Familiar and comply with Railroad's rules on lockout/tagout of equipment.
 - Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
 - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other rail bound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

- A. Licensee shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Licensee shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Licensee meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
 - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
 - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
 - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
 - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
 - (v) Before stepping over or crossing tracks, look in both directions first.
 - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.



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

May 16, 2016

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

From: Justin Nickel
Director of Public Works

Re: Order Construction – Airport Pavement Rehabilitation – Runway End 18 and Connecting Taxiway to Runway 36 (77016010)

Policy Issue: City policy requires Governing Body approval of Resolution ordering construction.

Recommendation: Staff recommends approving the Resolution ordering construction of the Airport Pavement Rehabilitation – Runway End 18 and Connecting Taxiway to Runway 36.

Background: This project provides for pavement rehabilitation of Runway End 18 using HMA crack repair. Additionally this project will provide for pavement rehabilitation of the HMA connecting taxiway to Runway End 36 with an HMA overlay. Construction will proceed this year and be completed within 20 working days thereafter.

Budget Impact: This project will be funded with bond sale proceeds and an FAA Airport Improvement Program (AIP) grant.

Attachment: None

cc: Randy Wetmore, City Administrator

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



RESOLUTION ORDERING CONSTRUCTION OF THE
AIRPORT PAVEMENT REHABILITATION 18/36
IN THE CITY OF MARSHALLTOWN, IOWA,
SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS
BEING PROJECT NUMBER 77016010

WHEREAS there is now on file in the office of the City Clerk proposed plans, specifications, form of contract and estimated costs for the construction of the Airport Pavement Rehabilitation 18/36 Project No. 77016010, in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No. 77016010 and

WHEREAS the cost of the said improvement is in excess of \$25,000 and a public hearing on the plans, specifications, form of contract and the estimated cost of said improvement is required by law and that notice thereof shall be given as required by law, and

WHEREAS it is intended that the cost of said improvement shall be paid from such funds as the City may legally use for such purposes or from the proceeds from the issuance of such bonds as may be legally issued for said purposes or any combination of the above methods of financing.

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

Section 1. This Council does hereby order the construction of the Airport Pavement Rehabilitation 18/36 Project in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. 77016010 now on file in the office of the City Clerk of Marshalltown, Iowa.

Section 2. That the method of construction shall be by contract in accordance with the plans and specifications and general stipulations for the said improvement approved by the City Council.

Section 3. The Contractor will be paid in monthly estimates for work completed as set out in the specifications. The project shall begin on or near the appropriate starting date as specified on the form of proposal and shall be completed within the specified number of calendar days also indicated thereon.

Section 4. That the said improvements shall be paid for from such funds of the City as may be legally used for such purposes, or from the proceeds of the issuance of such bonds as may be legally issued for such purposes or from any combination of such methods of financing and will be paid in accordance with the Notice to Bidders duly published in connection therewith. The Finance Director shall establish on the books an Airport Pavement Rehabilitation 18/36 Project fund and the bond proceeds or such funds of the City as may be legally used for such purposes are hereby appropriated to pay all costs of the improvements including legal publication, bond, design, engineering, survey and inspection, contract and contingency cost as estimated by the Engineer. The Finance Director is directed to advance all sums necessary from the project fund, and to set up on the books the obligations and receivables of the fund.

Section 5. The City Clerk is hereby directed to publish notice of hearing on plans, specifications, and form of contract and estimated cost in the manner provided by law for the public improvement outlined herein and that any person interested therein may appear and make objections thereto, if any he has. This Council will meet in the Council Chamber, Second Floor, 10 West State Street at Marshalltown, Iowa, at 5:30 o'clock P.M., local time on 13th of June 2016, for the purpose of hearing all of said objections so made and for taking final action upon the plans, specifications, and form of contract now on file.

Section 6. The City Clerk is further directed to advertise for bids in the manner provided by law for the construction of said improvements, setting forth in said notice such necessary pertinent information as will advise prospective bidders thereof together with the proposed manner of payment of the work to be constructed and that such bids be filed and received in the office of the City Clerk of Marshalltown, Iowa, up to 10:00 o'clock A.M., local time, on the 16th of June 2016. The bids will be opened, read, and tabulated by the City Engineer or his designate at that time and will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, at 5:30 o'clock P.M., local time, on the 27th day of June 2016, or at such later time and place as may then be fixed for considering such bids as shall be filed in connection with the improvement herein ordered and in compliance with the notice of taking bids therein, hereby ordered to be published.

Passed this 23rd day of May 2016, and signed this _____ day of May 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



James L. Lowrance, Mayor
Randy 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

May 16, 2016

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

From: Justin Nickel
Director of Public Works

Re: Order Construction – Airport Hangar Floor Replacement Phase II (77016009)

Policy Issue: City policy requires Governing Body approval of Resolution ordering construction.

Recommendation: Staff recommends approving the Resolution ordering construction of the Airport Hangar Floor Replacement Phase II.

Background: This project is the second and final phase of a multi-phase project to provide a concrete hangar floor in an existing ten stall t-hangar building. This second phase will pave the remaining four t-hangar stalls and one maintenance stall that were not able to be completed under a phase I project (City Project No. 77013010). Construction will proceed this year and be completed within fifteen working days thereafter for the base bid improvements and three additional working days for the alternate bid.

Budget Impact: This project will be funded with bond sale proceeds and an Iowa DOT Aviation grant.

Attachment: None

cc: Randy Wetmore, City Administrator

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



RESOLUTION ORDERING CONSTRUCTION OF THE
AIRPORT HANGAR FLOOR REPLACEMENT PHASE II
IN THE CITY OF MARSHALLTOWN, IOWA,
SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS
BEING PROJECT NUMBER 77016009

WHEREAS there is now on file in the office of the City Clerk proposed plans, specifications, form of contract and estimated costs for the construction of the Airport Hangar Floor Replacement Phase II Project No. 77016009 in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No. 77016009, and

WHEREAS the cost of the said improvement is in excess of \$25,000 and a public hearing on the plans, specifications, form of contract and the estimated cost of said improvement is required by law and that notice thereof shall be given as required by law, and

WHEREAS it is intended that the cost of said improvement shall be paid from such funds as the City may legally use for such purposes or from the proceeds from the issuance of such bonds as may be legally issued for said purposes or any combination of the above methods of financing.

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

Section 1. This Council does hereby order the construction of the Airport Hangar Floor Replacement Phase II in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. 77016009 now on file in the office of the City Clerk of Marshalltown, Iowa.

Section 2. That the method of construction shall be by contract in accordance with the plans and specifications and general stipulations for the said improvement approved by the City Council.

Section 3. The Contractor will be paid in monthly estimates for work completed as set out in the specifications. The project shall begin on or near the appropriate starting date as specified on the form of proposal and shall be completed within the specified number of calendar days also indicated thereon.

Section 4. That the said improvements shall be paid for from such funds of the City as may be legally used for such purposes, or from the proceeds of the issuance of such bonds as may be legally issued for such purposes or from any combination of such methods of financing and will be paid in accordance with the Notice to Bidders duly published in connection therewith. The Finance Director shall establish on the books an Airport Hangar Floor Replacement Phase II fund and the bond proceeds or such funds of the City as may be legally used for such purposes are hereby appropriated to pay all costs of the improvements including legal publication, bond, design, engineering, survey and inspection, contract and contingency cost as estimated by the Engineer. The Finance Director is directed to advance all sums necessary from the project fund, and to set up on the books the obligations and receivables of the fund.

Section 5. The City Clerk is hereby directed to publish notice of hearing on plans, specifications, and form of contract and estimated cost in the manner provided by law for the public improvement outlined herein and that any person interested therein may appear and make objections thereto, if any he has. This Council will meet in the Council Chamber, Second Floor, 10 West State Street at Marshalltown, Iowa, at 5:30 o'clock P.M., local time on the 13th day of June 2016, for the purpose of hearing all of said objections so made and for taking final action upon the plans, specifications, and form of contract now on file.

Section 6. The City Clerk is further directed to advertise for bids in the manner provided by law for the construction of said improvements, setting forth in said notice such necessary pertinent information as will advise prospective bidders thereof together with the proposed manner of payment of the work to be constructed and that such bids be filed and received in the office of the City Clerk of Marshalltown, Iowa, up to 10:00 o'clock A.M., local time, on the 16th day of June 2016. The bids will be opened, read, and tabulated by the City Engineer or his designate at that time and will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, at 5:30 o'clock P.M., local time, on the 27th day of June 2016, or at such later time and place as may then be fixed for considering such bids as shall be filed in connection with the improvement herein ordered and in compliance with the notice of taking bids therein, hereby ordered to be published.

Passed this 23rd day of May 2016, and signed this _____ day of May 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



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

FINANCE DEPARTMENT

May 5, 2016

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

From: Diana Steiner, Finance Director

Re: Amendment of current city budget (FY16)

Policy Issue: In order for the Council to approve the amended FY16 budget, a public meeting notice must be set.

Recommendation: Staff recommends setting the Public Hearing notice for May 23, 2016 at 5:30.

Background: The FY16 budget has not been changed since it was adopted in March of 2015. Whenever there is an increase in the expenditures by function category, a budget amendment must be adopted in order for the Council to authorize that increase. Staff have amended the budget to bring it more in line with where we will end up at June 30th. Some budget categories have increased and others have decreased.

Budget Impact: Due to the timing of capital projects and bonds deferred, the overall revenue and expenditure budget have gone down. Other significant items include:

Row 6: ↑Hotel/Motel tax \$120,000 and Local Option Sales Tax \$180,803

Row 9: ↑Road Use Tax \$560K, RISE \$360K, Grants: Fed. Street ↓\$351K, ↑Fire Dept \$151K

Row 10: Align sanitary sewer revenues with projected collections

Rows 13 & 23: Remove Police/Fire Station bond & expenses \$16.5M

Row 25: ↑Generator at WPCP \$600K, ↓Storm sewer projects \$1.3M, ↓Sanitary Sewer proj \$2M

Attachment: Amendment of Current City Budget

cc: Randy Wetmore, City Administrator

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



64-611

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2016 - AMENDMENT #1

To the Auditor of MARSHALL County, Iowa:

The City Council of MARSHALLTOWN in said County/Counties met on 5/23/2016, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. Thereupon, the following resolution was introduced.

RESOLUTION No. 2016-100

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30 2016
(AS AMENDED LAST ON MARSHALLTOWN.)

Be it Resolved by the Council of the City of MARSHALLTOWN

Section 1. Following notice published 5/11/2016

and the public hearing held, 5/23/2016 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	10,329,114	0	10,329,114
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	10,329,114	0	10,329,114
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	1,408,940	0	1,408,940
Other City Taxes	6	4,601,695	300,803	4,902,498
Licenses & Permits	7	242,350	2,775	245,125
Use of Money and Property	8	152,120	-5,478	146,642
Intergovernmental	9	8,165,205	1,133,859	9,299,064
Charges for Services	10	8,503,124	-889,940	7,613,184
Special Assessments	11	26,678	0	26,678
Miscellaneous	12	916,600	-39,780	876,820
Other Financing Sources	13	22,500,000	-14,405,578	8,094,422
Transfers In	14	9,154,279	27,054	9,181,333
Total Revenues and Other Sources	15	66,000,105	-13,876,285	52,123,820
Expenditures & Other Financing Uses				
Public Safety	16	9,495,340	302,475	9,797,815
Public Works	17	3,984,619	969,856	4,954,475
Health and Social Services	18	1,707,150	-32,565	1,674,585
Culture and Recreation	19	2,894,963	181,123	3,076,086
Community and Economic Development	20	1,464,579	173,680	1,638,259
General Government	21	1,646,865	-125,107	1,521,758
Debt Service	22	3,467,146	24,138	3,491,284
Capital Projects	23	17,985,051	-14,826,134	3,158,917
Total Government Activities Expenditures	24	42,645,713	-13,332,534	29,313,179
Business Type / Enterprises	25	14,267,363	-2,569,546	11,697,817
Total Gov Activities & Business Expenditures	26	56,913,076	-15,902,080	41,010,996
Transfers Out	27	9,154,279	27,054	9,181,333
Total Expenditures/Transfers Out	28	66,067,355	-15,875,026	50,192,329
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	29	-67,250	1,998,741	1,931,491
Beginning Fund Balance July 1	30	27,616,268	-4,345,425	23,270,843
Ending Fund Balance June 30	31	27,549,018	-2,346,684	25,202,334

Passed this _____ day of _____
(Day) (Month/Year)

Signature
City Clerk/Finance Officer

Signature
Mayor

RAW

RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND COST FOR THE 2016 PCC CRACK AND JOINT SEAL PROJECT, IN THE
CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. 76016008

WHEREAS there was placed on file in the office of the Clerk of the City of Marshalltown, Iowa, proposed plans and specifications, proposed form of contract and estimated cost for a public improvement in the City of Marshalltown, Iowa, for the 2016 PCC Crack and Joint Seal, Project No. 76016008, as fully set forth in the resolution ordering same, and that public notice of hearing on such plans, specifications and form of contract were duly published in the Marshalltown Times-Republican in time for hearing now before the Council, and

WHEREAS written objections to the plans, specifications and form of contract have been called for and no such written objections have been filed with the City Clerk, and oral objections being called for and no oral objections being made in open Council, it is the decision of this Council that such plans, specifications, form of contract and estimate of cost should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the plans, specifications, form of contract and estimated cost heretofore placed on file and upon which public notice has been duly given and no objections thereto have been made either in writing or in open council, the Council does now adopt and approve the plans, specifications, form of contract and estimate of cost for Project No. 76016008, being the 2016 PCC Crack and Joint Seal in the city of Marshalltown, Iowa.

Passed this 23rd day of May 2016 and signed this ____ day of May 2016.

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



James L. Lowrance, Mayor
Randy Wetmore, Administrator
Shari L. Coughenour, City Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5734
Fax - (641) 754-5793

CITY CLERK'S OFFICE

May 19, 2016

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

From: Anne Selness
Parks and Recreation Director

Re: State Recreation Trail funding

Policy Issue: Council approves application prior to submission.

Recommendation: Staff recommends approval of the State Recreation Program grant of \$700,000 grant and the REAP grant of \$150,000.

Background: A 34 mile section of trail called the Iowa River Trail is being developed through Marshall and Hardin Counties. Construction for the next phase of the project will be funded by the two grants and will go from the end of the Summit Street Bridge to the South side of the Iowa River and includes paving and rehabilitating wooden bridges. Region 6 is applying on behalf of the city.

Budget Impact: None

Attachment: None

cc: Randy Wetmore, City Administrator

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



Revised

RESOLUTION NO. _____

**A RESOLUTION TO APPROVE THE STATE RECREATIONAL TRAIL
APPLICATION FOR THE IOWA RIVER TRAIL**

Whereas the Iowa River Trail runs from Marshalltown North to near Highway 20 in Hardin County; and

Whereas the Iowa River Trail Board will be seeking funding to develop this 34 mile trail; and

Whereas the next phase of the project includes constructing the trail from end of the Summit Street Bridge to the South side of the Iowa River. All this work is outside the city limits but the City of Marshalltown owns the Iowa River Trail corridor in rural Marshall County; and

Whereas the City Council finds that this application is in the best interests of the City of Marshalltown, Iowa.

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

Section 1: The \$700,000 State Recreational Trail Grant is approved for Iowa River Trail development work which includes –

- Paving a 10' wide trail from the NW End of Summit Street Bridge to Radio Tower Road.
- Rehabilitating wooden bridges 2-7 including structural work, decking, and railings.

The total estimated budget for this project is \$1,158,614.

Section 2: the City of Marshalltown will adequately maintain the trail for its intended use and maintain the trail used to justify this project in public use for a minimum of 20 years following project completion. The City of Marshalltown has a 28 E Agreement with TRAILS, Inc. for trail maintenance, approved by Council Resolution #2013-171 on October 28, 2013, which is made of record with the Iowa Secretary of State, file #M507062.

Section 3: The \$234,000 local match for this application will come from Region 6 Transportation Alternatives Program funds, local fund raising, and other funds. Other funds, above the minimum match, will need to be secured to complete this work.

Section 4. This Resolution shall be in full force and effect from after the passage as provided by law.

Section 5. The Mayor and City Clerk are hereby authorized to execute such lease for and in behalf of the City of Marshalltown.

Passed this 23rd day of May 2016, and signed this _____ day of May 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Row

RESOLUTION NO. _____

A RESOLUTION TO APPROVE THE REAP APPLICATION FOR THE IOWA RIVER TRAIL

Whereas the Iowa River Trail runs from Marshalltown North to near Highway 20 in Hardin County; and

Whereas the Iowa River Trail Board will be seeking funding to develop this 34 mile trail; and

Whereas the City Council finds that this application is in the best interests of the City of Marshalltown, Iowa.

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

Section 1: The \$150,000 City of Marshalltown REAP request is for paving 4,000 LF of the Iowa River Trail from the Summit Street Bridge to Radio Tower Road, and rehabilitating bridges 2-7 for recreational trail use. The trail surface from Radio Tower Road to the South Side of the Iowa River will remain in the current condition until the next project phase. The City of Marshalltown has a 28 E Agreement with TRAILS, Inc. for trail maintenance, approved by Council Resolution #2013-171 on October 28, 2013, which is made of record with the Iowa Secretary of State, file #M507062.

Section 2: The City of Marshalltown has reviewed the proposed project and approved its submittal for REAP grant consideration. Section 3: No match is required under this grant.

Section 4. This Resolution shall be in full force and effect from after the passage as provided by law.

Section 5. The Mayor and City Clerk are hereby authorized to execute such lease for and in behalf of the City of Marshalltown.

Passed this 23rd day of May 2016, and signed this _____ day of May 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

RAW

#2016-

RESOLUTION APPROVING SETTLEMENT AGREEMENT

WHEREAS the City of Marshalltown has received a settlement agreement; and

WHEREAS it is in the best interest of the City to accept such agreement.

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

Section 1. The City of Marshalltown approves the settlement agreement relating to Rental Housing inspection fees.

Section 2. The City Attorney has authority to sign the settlement agreement.

Section 3. This Resolution shall be in full force and effect from after the passage as 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



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

May 18, 2016

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

From: Michelle Spohnheimer
Housing & Community Development Director

Re: Settlement Agreement

The City Attorney was authorized by the City Council to negotiate a settlement agreement related to recent litigation.

Pursuant to the Settlement Agreement the City will adopt a new rental registration fee schedule effective January 1, 2017 and make certain payments in return for the Dismissal With Prejudice of the lawsuit.

cc: Randy Wetmore, City Administrator

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



12/20/16

IN THE IOWA DISTRICT COURT FOR MARSHALL COUNTY

BOULDER COOPERATIVE HOUSING ASSOCIATION; SOUTHERN HILLS COOPERATIVE HOUSING ASSOCIATION; DARWIN T. LYNNER COMPANY INCORPORATED; AMES RENTAL PROPERTIES COOP; STEPHEN KIENZLE; COLLEEN KIENZLE; B.O. BRYGLESON; and SUSAN CLARK;	CASE NO. CVCVI008709
Plaintiffs,	
v.	STIPULATION FOR SETTLEMENT
CITY OF MARSHALLTOWN, IOWA,	
Defendant.	

COME NOW the parties, by and through their undersigned counsel, and file this Stipulation for purposes of settlement of this action. The parties stipulate and agree as follows:

1. The Plaintiffs are persons or legal entities that own the following multiple-unit apartment buildings in Marshalltown:

<u>Name of Plaintiff</u>	<u>Address of Building</u>	<u>Units in Building</u>
Boulder Cooperative Housing Association	1707 S. 7 th Ave.	48
	1702 S. Edgebrook Dr.	24
	607 E. Olive & 1707 S. 7 th Ave.	48
	8 & 12 Santa Barbara Dr.	24
Southern Hills Cooperative Association	2510 S. 6 th St.	136
Darwin T. Lynner Company Incorporated	509, 511, 513, 515 E. Olive St. & 1703 S. Edgebrook	72
Ames Rental Properties Coop	107 E. North St.	1
	1111 Jackson St.	1
	205 W. Nevada St.	4
	206 ½ S. 3 rd Ave.	2
	206 N. 1 st Ave.	5

	206 S. 3 rd Ave.	4
	210 E. Webster St.	2
	302 S. 2 nd Ave.	7
	305 N. 3 rd St.	2
	309 Lee St.	1
	311 S. 2 nd St.	5
	402 E. Boone St.	4
	5 W. Lincoln St.	1
	504 Sharon Ave.	1
	510 N. 2 nd St.	1
	511 N. 2 nd St.	1
	517 N. 3 rd St.	3
	601 E. Anson St.	1
	606 N. 1 st Ave & 7 Marion St.	4
	715 Noble St.	1
	119 E. State St.	17
	533 N. 3 rd St.	8
	905 W. Iowa Ave.	15
Stephen Kienzle & Colleen Kienzle	406 E. State St.	3
	610 W. State St.	4
B.O. Brygleson	305 S. 5 th St.	2
	412 W. Player St.	2
	709 N. 4 th Ave.	2
	711 N. 4 th Ave.	4
	818 N. 4 th Ave.	1
Susan Clark	303, 305, 307, 309 S. 1 st St.	24
	519-521 N. 3 rd St.	24

2. On November 24, 2014, the City by Resolution 2014-123 established a schedule for payment of annual rental housing registration fees, effective for all rental properties operated on and after January 1, 2015.

3. Resolution 2014-123 mandates that a registration fee be paid for each apartment unit once every calendar year, commencing with the 2015 calendar year, according to the following schedule:

<u>Units</u>	<u>Annual registration fee per unit</u>
1 st unit	\$33.00

2 nd through 12 th unit	\$29.75
All additional units over 12	\$24.00

4. The parties agree that the above schedule be revised commencing with the year commencing on January 1, 2017, and that the January 1, 2017 schedule will be as follows:

<u>Units</u>	<u>Inspection fee per unit per year</u>
1 st unit (or single-family home) on tax parcel	\$33.00
2 nd unit on tax parcel	\$29.75
3 rd – 12 th units on tax parcel	\$23.75
13 th and all additional	\$17.00

5. The parties agree that the City shall pay the Plaintiffs an amount equal to the difference in the fees charged the Plaintiffs for 2015 and 2016 under the schedule imposed under Resolution 2014-123 and the lesser fees they would have been charged if the January 1, 2017 schedule had been in effect for 2015 and 2016. The Plaintiffs have paid fees to the City for 2015. Within thirty days after dismissal of this action, the Plaintiffs shall pay to the City the fees due for 2016. Within thirty days after dismissal of this action, the City shall make the payments due each Plaintiff under the terms of the first sentence of this paragraph.

6. The parties agree that each shall pay their own legal expenses.

7. In consideration of this settlement agreement and the consideration recited herein, the Plaintiffs agree to file a Dismissal of this lawsuit with prejudice immediately upon receipt of all sums due under paragraph 5 above.

Respectfully submitted,

BRICK GENTRY P.C.

/s/ James E. Nervig

James E. Nervig AT0005817
6701 Westown Parkway, Suite 100
West Des Moines, IA 50266

Telephone: 515/274-1450
Facsimile: 515/274-1488
E-mail: jim.nervig@brickgentrylaw.com

ATTORNEYS FOR PLAINTIFFS

GRIMES, BUCK, SCHOELL BEACH &
HITCHINS

/s/ Roger R. Schoell
102 East Church Street
P.O. Box 776
Marshalltown, IA 50158
Telephone: 641-752-4507
Facsimile: 641-752-5179
E-mail: roger@gsbhlaw.com

ATTORNEYS FOR DEFENDANT CITY
OF MARSHALLTOWN

Notice of Electronic Filing & Certificate of Service

Notice of Electronic Filing is sent through the electronic document management system to all registered filers for the within case. A review of the filers in this matter indicates that all necessary parties are registered filers.

BRICK GENTRY P.C.

By: /s/ James E. Nervig

Rev

ORDINANCE NO. _____

AN ORDINANCE APPROVING REZONING APPROXIMATELY 7 TO 8 ACRES OF
PARCEL 8318-01-326-002 FROM R-3 MEDIUM DENSITY RESIDENTIAL TO R-4
MEDIUM DENSITY RESIDENTIAL

WHEREAS, TSB Janesville LLC has requested the rezoning of approximately 7 to 8 acres of Parcel 8318-01-326-002, yet to be divided and as shown on the attached map, currently zoned R-3 Medium Density Residential to be rezoned to R-4 Medium Density Residential; and

WHEREAS, the Plan and Zoning Commission reviewed this rezoning request and held a public hearing on May 12, 2016, and recommended approval of the rezoning at said meeting; and

WHEREAS, the City Council has fully examined the same and has found the same 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. A portion of Parcel 8313-01-326-002, yet to be divided and as shown on the attached map, be rezoned to R-4 Medium Density Residential.

Section 2. The public hearing required on this zoning amendment shall be held in the Council Chambers of City Hall, 10 West State Street, Marshalltown, Iowa at 5:30 p.m., local time, on the 23rd day of May, 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 Rezoning 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

James L. Lowrance, Mayor

ATTEST: _____
Shari L. Coughenour, City Clerk

Affidavit of Publication

STATE OF IOWA,
Marshall County, ss.

City of Marshalltown

Notice of Public hearing that the Plan Zoning Cimmission is considering rezoning Approx. 7-8 acres of land on the 900 block of East Olive

I, Rhonda R Wickering, 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:

May 2, 2016

Statutory fees for publishing said notice are:

16.48

Rhonda R. Wickering

Sworn to before me and subscribed in my
presence by the said Rhonda R Wickering this
Third Day of May, 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

PUBLIC NOTICE

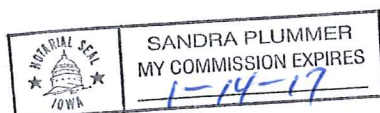
NOTICE OF PUBLIC HEARING

You are hereby notified that the Plan Zoning Commission is considering rezoning approximately 7-8 acres of land in the 900 block of East Olive Street on the south side of the street from R-3 Medium Density Residential to R-4 Medium Density Residential.

You are hereby notified that the Plan & Zoning Commission has fixed May 12, 2016, at 5:00 p.m. in the City Council Chambers of City Hall, 10 West State Street, Marshalltown, Iowa, as the time when and the place where said request will be heard by the Commission, a public hearing will be held, and final recommendation made thereof. Any and all objections may be made in writing and filed with the City Clerk prior to the time fixed for hearing on said request or may be made orally or in writing before the Commission at the time fixed herein.

To all of which take due notice and be governed accordingly. Dated at Marshalltown, Iowa, this 2nd day of May 2016.

Shari Coughenour
City Clerk
Marshalltown, Iowa 50158
-----21090



Date Submitted & Fee Paid: 4/7/16

Rezoning Application Form

36 N. Center Street, Marshalltown, IA 50158 Ph: 641-754-5756 Fax: 641-754-5742
www.ci.marshalltown.ia.us

All items listed must be submitted with this application:

Failure to complete and submit all the required materials as a part of this application will result in a delay in accepting your application until it is complete.

_____ **Legal description of the property.** The property owner should have a copy of the legal description. If not, owners may obtain a copy of the recorded deed, which contains the legal description, from the Marshall County Recorder's Office for a fee.

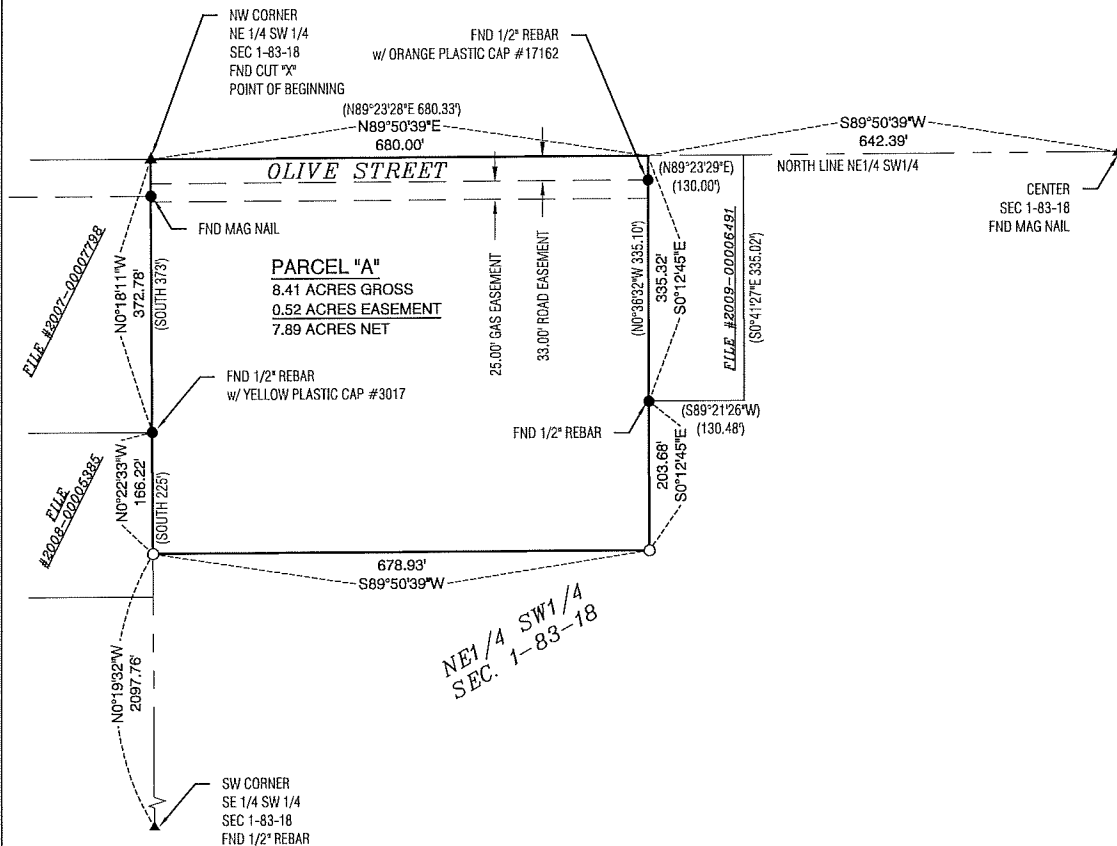
✓ **Application fee.** A \$500 fee is required payable to "City of Marshalltown." The fee must be paid when the application is submitted to the Zoning Office.

Please type or print legibly in ink.

Property Address:	
Owner: <u>TSB Janesville LLC</u>	
Mailing Address: <u>303 E. 1st Janesville MN 56048</u>	
Phone: <u>507-234-5662</u>	Fax:
Current Zoning Classification: <u>R-3 medium Density</u>	
Current Use:	
Proposed Zoning Classification: <u>R-4 medium</u>	
Proposed Use:	
Please list the uses of surrounding properties:	
<u>2m m</u> <u>4-7-16</u>	
Signature and Date:	

skhron@skhronconstruction.com

PLAT OF SURVEY



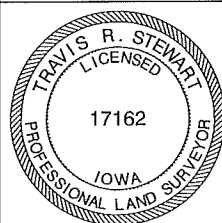
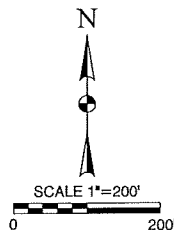
DESCRIPTION
SEE SHEET 2 OF 2

OWNER OF RECORD: JOE A HUNT
SURVEY REQUESTED BY: JOE HUNT
FIELD WORK COMPLETED: 4-13-2016

LEGEND:

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET
1/2" x 30" REBAR w/ORANGE PLASTIC ID CAP #17162
- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 30" REBAR w/ORANGE PLASTIC ID CAP #17162
- () RECORDED AS

NOTE:
ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS.



HUNT SURVEY
IN THE NE 1/4 OF THE SW 1/4 OF SECTION 1-83-18
MARSHALL COUNTY, IOWA

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

Travis R. Stewart, PLS _____ date _____
Iowa License Number 17162
My License Renewal Date is December 31, 2017
Pages or sheets covered by this seal: _____
SHEETS 1 OF 2 AND 2 OF 2

CGA

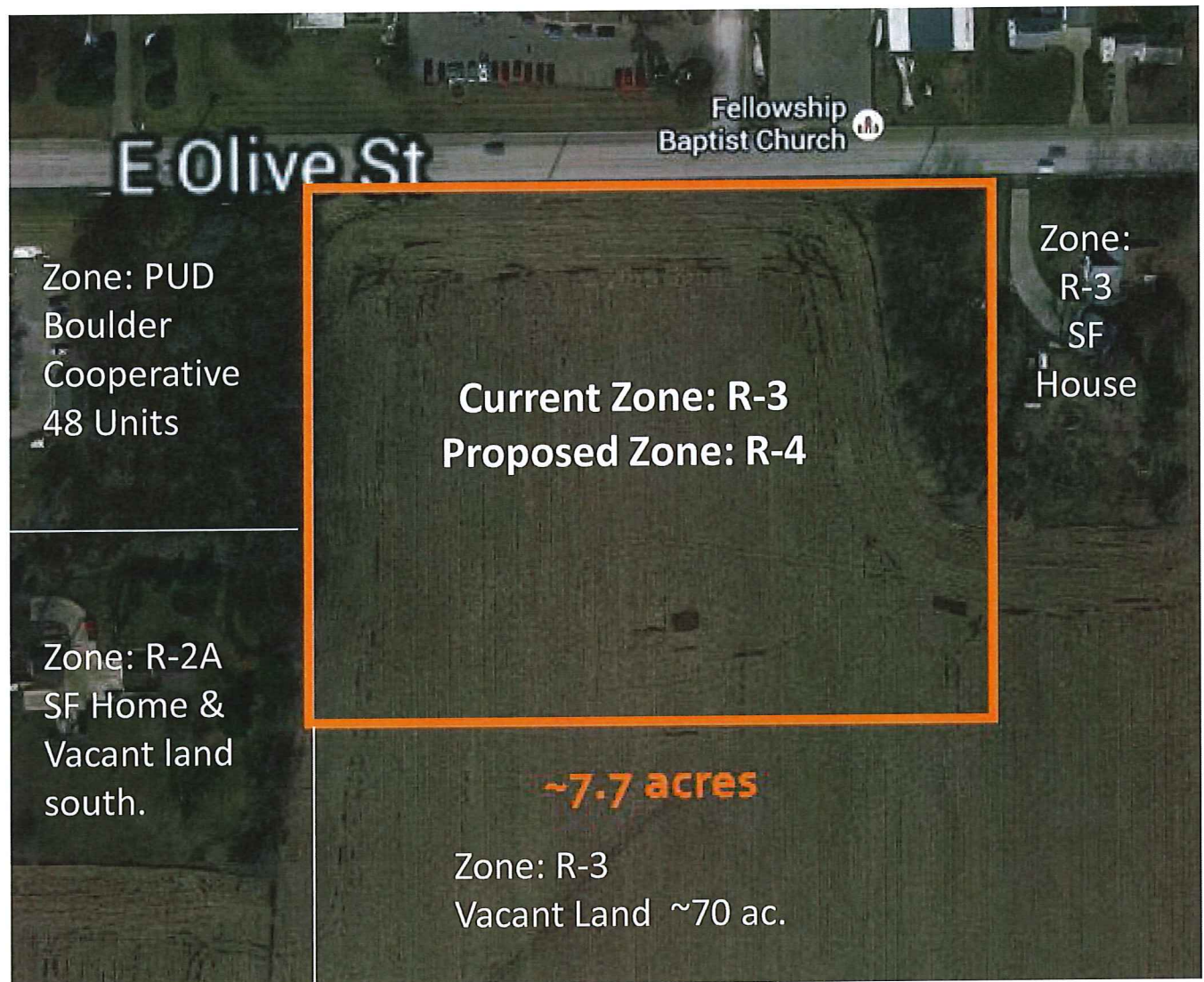
Clapsaddle-Garber Associates, Inc.
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgaassociates.com

DRAWN CAQ	SHEET NO. 1 OF 2
DATE 4-15-16	PROJECT NO. 5571.05

DESCRIPTION - PARCEL "A"

PARCEL "A" LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5th P.M., MARSHALL COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 1, SAID POINT ALSO BEING THE NORTHEAST CORNER OF A CERTAIN PARCEL OF LAND RECORDED IN FILE #2007-00007798 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA; THENCE, N89°50'39"E 680.00' ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 1 TO THE NORTHWEST CORNER OF A CERTAIN PARCEL OF LAND RECORDED IN FILE #2009-00006491 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY; THENCE, S0°12'45"E 335.32' ALONG THE WEST LINE OF SAID CERTAIN PARCEL TO THE SOUTHWEST CORNER OF SAID CERTAIN PARCEL; THENCE, S0°12'45"E 203.68'; THENCE, S89°50'39"W 678.93' TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 1; THENCE, N0°22'33"W 166.22' ALONG SAID WEST LINE TO THE SOUTHEAST CORNER OF SAID CERTAIN PARCEL OF LAND RECORDED IN FILE #2007-00007798; THENCE, N0°18'11"W 372.78' ALONG THE EAST LINE OF SAID CERTAIN PARCEL TO THE POINT OF BEGINNING. PARCEL "A" CONTAINS 8.41 ACRES INCLUDING 0.52 ACRES OF PRESENTLY ESTABLISHED ROAD RIGHT OF WAY. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

	
Clapsaddle-Garber Associates, Inc 16 East Main Street Marshalltown, Iowa 50158 Ph 641-752-6701 www.cgaconsultants.com	
DRAWN CAQ	SHEET NO. 2 OF 2
DATE 4-15-16	PROJECT NO. 5571.05



Proposed rezoning to R-4 Medium Density Residential will allow for development of land with a density of 2,500 s.f. of lot area per unit. It will also allow multiple buildings to be constructed on a single lot using private driveways and access roads under the Residential Flexibility Standards chapter of the Zoning Ordinance.

The Comprehensive Plan identified this area as Medium Density Residential so this change is compatible with the plan.

Re: concerning rezoning

From : Michelle Spohnheimer
<mspohnheimer@ci.marshalltown.ia.us>

Mon, Apr 11, 2016 06:36 PM

 1 attachment

Subject : Re: concerning rezoning

To : Joe & Diane Hunt <hunts4cy@gmail.com>

Diane, thank you for the confirmation that the rezoning request is being made with current owner consent. Sorry if this e-mail comes through twice, I was having some issues today.

The request will be reviewed by the Plan Zoning Commission this Thursday, April 14th with a public hearing and recommendation tentatively scheduled for May 12th. Following the Commission the request will go before the Council for three readings and a public hearing. May 23rd, June 13th and June 27th. Should at any point the situation change and you no longer support the request as the current owner please contact me.

Thanks,

Michelle Spohnheimer
Housing & Community Development Director
City of Marshalltown
36 N. Center Street
Marshalltown, IA 50158
Ph: 641-754-5756
Fax: 641-754-5742
mspohnheimer@ci.marshalltown.ia.us
www.ci.marshalltown.ia.us
Office Hours: Mon. - Fri. 8:30 -5:00

Marshalltown



From: "Joe & Diane Hunt" <hunts4cy@gmail.com>
To: "Michelle Spohnheimer" <mspohnheimer@ci.marshalltown.ia.us>

Sent: Monday, April 11, 2016 2:56:49 PM

Subject: concerning rezoning

We are currently discussing possible sale of land along Olive Street to a developer. We understand there is a request to rezone the site from Zone 3 to Zone 4. Based on this possible land deal, we agree to the process of rezoning the site.

Marshalltown



aac2012sm.jpg

5 KB

From : Joe & Diane Hunt <hunts4cy@gmail.com>

Mon, Apr 11, 2016 02:56 PM

Subject : concerning rezoning

To : mspohnheimer@ci.marshalltown.ia.us

We are currently discussing possible sale of land along Olive Street to a developer. We understand there is a request to rezone the site from Zone 3 to Zone 4. Based on this possible land deal, we agree to the process of rezoning the site.

Row

Date: May 17, 2016

To: Jim Lowrance, Marshalltown Mayor; Randy Wetmore, City Admin.; All City Council Members and Sherri Coughenour, City Clerk

From: Terry Briggs, President TRAILS, Inc. Board of Directors

Subject: Request to City Council to Approve on May 23, 2016 the Proposed \$30,000 Expenditure to Support Trails Development

On March 7, 2016 the City of Marshalltown formally adopted the “City Improvement Plan Budget for July 1 2016 – June 30, 2017.” Within that budget was allocation of \$30,000 for Iowa River Trail (IRT) development. Your vote to approve release of these funds will have substantial impact beyond the important funding support to complete hard surfacing efforts slated for the IRT in Marshalltown this Fall and next Spring.

Creating outdoor linear parks such as IRT is valued deeply by Marshalltown citizens. There have been good responses from private citizens, businesses, organizations and foundations to local fund-raising efforts to acquire the IRT rail bed and to finance hard surfacing of the trail. The City Engineer has possession of a great plan for completing the Marshalltown portion of the trail. We need the funds from the City to fill the gap in funding that remains. Appropriating the \$30,000 will serve a second and equally important function. This sum can be leveraged many times over in bids for future State and Federal dollars. It is common for 80 – 90 % of the funding to build trails to come from state and federal sources, and large foundations. But we have learned time and again that demonstrable “buy in” from local governments is required to get full funding from these outside entities. Your commitment of these dollars will greatly improve our competitiveness in acquiring bigger dollar grant applications.

Across the nation and in fact, the world, hard-surfaced routes for non-motorized travel are burgeoning. They are capital intensive investments that research shows yield advantages that such investment worthwhile, like improved quality of life, increased property values, added revenues from tourism, and public health improvements. The Alliance for Biking and Walking released on March 2, 2016 “State of the Bike Walk Union: Here Are the Statistics.” The report summarized data collected from a number of studies funded by the Centers for Disease Control. A few of these should interest City government: the majority of adults over 65 y.o. prefer to live in walkable communities; school-aged children are the most concentrated demographic for biking and walking; families in economic distress are often reliant on biking and walking to accomplish activities of daily living and access to opportunities that afford out-door active play are highly valued by nearly all demographics.

The Iowa Healthiest State Initiative website linked viewers to the May 3, 2016 Surgeon General report for a description of evidence-based approaches that support healthier communities, including communities with more robust economies. Within that report the following guidance is given to promote active transport (e.g. walking and biking):

Design community that support safe and easy places for people to walk [and bike by: 1) adopting community planning, land use, development, and zoning policies and plans that support walking for people of all ages and abilities; 2) improving access for all users to amenities that support walking, such as walking trails, parks,

Marshalltown’s City Vision includes language nearly identical to this. Financial support is required to make this vision a reality. Allocating money now will facilitate the connection from the new trail to the existing trail, creating efficiencies in construction that translate into dollars saved in the future. This connection is very important to the City - so residents (especially children) in the northwest portion of Marshalltown can safely bike-walk to the Y, Aquatic Center, Grimes farm, Little League complex, etc and for residents in the remainder of the city can access the very pretty portion of the in-town trail. These are both quality of life issues that we desperately need to attract and keep residents in and to Marshalltown.