

1. Agenda

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[PEDESTRIAN ALLEY DISCUSSION.PDF](#)



COUNCIL AGENDA

CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET

OCTOBER 26, 2015, 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:

Donation – Great Western Bank, body camera fund

Years of Service Recognition

Police Lt. Ron Ohrt – 30 years

Transit Operator Julie Rhoads – 5 years

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 October 12, 2015.
2. Approve Bill List in the amount of \$1,060,935.26
3. Receipt of September 2015 Building Report.
4. Appoint Christopher Theissen to the Library Board, term expires:
5. Approve purchase of used vehicle for detectives, 2011 Dodge Nitro from Ken Wise, \$18,700, within capital improvement plan budget of \$20,000.
6. Resolution 2015-183 Declaring Surplus, 1995 Chevy S10, authorizing sale and disposal thereof.
7. Resolution 2015-184 Approving Change Order #1, South 7th Avenue Improvement Project 76015013, in the amount of \$1,809.80.
8. Resolution 2015-185 Approving Certificate of Completion and Final Project Costs, South 7th Avenue Improvement Project 76015013, in the amount of \$59,909.80.
9. Resolution 2015-186 Approving Memorandum of Understanding with Hardin County relating to the development of the Iowa River Trail.
10. Resolution 2015-187 Approving 28E Agreement with the State of Iowa for Tobacco Enforcement, fiscal year ending 6/30/2016, \$50 per compliance check (renewal)

(end of consent agenda items)

REPORT:

11. Marshall County Arts & Culture Alliance Report – Val Ruff
12. Alliant Energy project update – Kenn Vinson

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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.



MOTION:

13. Approve additional date for Hy-Vee transfer to Elmwood Country Club, November 5.

RESOLUTIONS:

14. Resolution 2015-188 Awarding Sale of General Obligation Corporate Purpose Bonds, Series 2015, principal amount of \$2,000,000. Bidding begins at 10:30 am, Monday, October 26. Final information available after bid closes.

Purchaser: _____

Final interest cost: _____

DISCUSSION: Next agenda in process

1. Police and Fire Building Design – Project Kickoff: Architects Prochaska and Associates
2. Façade Improvement Committee request to extend funding
3. Discussion of current agreement with Marshalltown Central Business District, relating to the North / South pedestrian alley adjacent to 20 W Main Street, for seating and possible event use.
4. Parks Department, establishment of a Marshalltown Softball Board of Directors to direct the league's activities and provide budgetary input to the city.
5. Turner Street interceptor project, permanent and temporary construction easements, project 59012009, total \$23,180.00
 - a. River Oaks IHA, Limited Partnership, \$16,800.00
 - b. River Birch IHA Limited Partnership, an Iowa Limited Partnership \$2,050.00
 - c. Ricky G. Nelson & Linda M. Nelson, \$430.00
 - d. Joseph T. Ryerson & Sons, Inc., \$3,200.00
 - e. M. Gervich & Sons, Inc., \$700.00
6. Order Construction, Ingledue Street storm water improvement, project #29108009.
7. August Financial reports

PUBLIC COMMENTS:

ADJOURNMENT:

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COUNCIL DATE: October 27, 2015

VISA	\$0.00
ACH'S	\$354,060.69
CHECKS	\$161,737.91
PAYROLL #18	\$545,136.66
VOIDS	\$0.00
\$1,060,935.26	TOTAL FOR COUNCIL

101000.4262.000	ACTION ELECTRIC	ELECTRICAL	35.00
206760.5410.000	ACTION REPROGRAPHICS	REPAIR PLOT	1,748.13
101142.5600.000	ADLAND ENGRAVING CO INC	ENGRAVED NAME PLATES	210.70
520520.5132.000	ADLAND ENGRAVING CO INC	COLTRAIN T-SHIRTS	76.65
101850.5230.000	ADP COMMERCIAL LEASING LLC	IMPLEMENTATION	97.22
101850.5230.000	ADP, LLC	PR#20 - 205EMPLOYEES	639.00
101850.5230.000	ADP, LLC	PR#21 - 201EMPLOYEES	628.20
206710.5600.000	AIRGAS USA, LLC	ACETYLENE	51.40
101110.5450.000	ALLIANCE CONNECT	OCTOBER PHONE LINES	477.54
101110.5450.000	ALLIANCE CONNECT	OCTOBER PHONE LINES	34.41
101140.5450.000	ALLIANCE CONNECT	OCTOBER PHONE LINES	136.66
101310.5450.000	ALLIANCE CONNECT	OCTOBER PHONE LINES	136.66
101420.5450.000	ALLIANCE CONNECT	OCTOBER PHONE LINES	197.58
101440.5450.000	ALLIANCE CONNECT	OCTOBER PHONE LINES	64.20
101480.5450.000	ALLIANCE CONNECT	OCTOBER PHONE LINES	32.10
101560.5450.000	ALLIANCE CONNECT	OCTOBER PHONE LINES	35.40
101561.5450.000	ALLIANCE CONNECT	OCTOBER PHONE LINES	35.40
101581.5450.000	ALLIANCE CONNECT	OCTOBER PHONE LINES	33.76
101770.5450.000	ALLIANCE CONNECT	OCTOBER PHONE LINES	35.40
101820.5450.000	ALLIANCE CONNECT	OCTOBER PHONE LINES	33.76
101830.5450.000	ALLIANCE CONNECT	OCTOBER PHONE LINES	35.40
101831.5450.000	ALLIANCE CONNECT	OCTOBER PHONE LINES	35.40
101840.5450.000	ALLIANCE CONNECT	OCTOBER PHONE LINES	69.16
101850.5450.000	ALLIANCE CONNECT	OCTOBER PHONE LINES	69.16
101870.5450.000	ALLIANCE CONNECT	OCTOBER PHONE LINES	33.76
101890.5450.000	ALLIANCE CONNECT	OCTOBER PHONE LINES	170.40
101891.5450.000	ALLIANCE CONNECT	OCTOBER PHONE LINES	32.10
152451.5450.000	ALLIANCE CONNECT	OCTOBER PHONE LINES	33.76
206120.5450.000	ALLIANCE CONNECT	OCTOBER PHONE LINES	33.76
206710.5450.000	ALLIANCE CONNECT	OCTOBER PHONE LINES	101.26
206760.5450.000	ALLIANCE CONNECT	OCTOBER PHONE LINES	35.40
233410.5450.000	ALLIANCE CONNECT	OCTOBER PHONE LINES	32.10
278690.5450.000	ALLIANCE CONNECT	OCTOBER PHONE LINES	102.92
283210.5450.000	ALLIANCE CONNECT	OCTOBER PHONE LINES	33.76
283210.5450.000	ALLIANCE CONNECT	OCTOBER PHONE LINES	35.40
283210.5450.000	ALLIANCE CONNECT	OCTOBER PHONE LINES	35.40
290113.5450.000	ALLIANCE CONNECT	OCTOBER PHONE LINES	241.32
510531.5450.000	ALLIANCE CONNECT	OCTOBER PHONE LINES	22.24
520520.5450.000	ALLIANCE CONNECT	OCTOBER PHONE LINES	110.74
520590.5450.000	ALLIANCE CONNECT	OCTOBER PHONE LINES	14.82
550780.5450.000	ALLIANCE CONNECT	OCTOBER PHONE LINES	65.86
101110.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	1,709.43
101110.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	644.66

101110.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	17.69
101110.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	27.82
101110.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	52.88
101170.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	89.00
101310.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	2,966.10
101310.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	149.88
101410.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	12.02
101410.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	18.59
101410.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	11.16
101410.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	1,378.59
101410.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	192.08
101410.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	54.28
101410.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	22.10
101410.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	54.34
101410.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	20.43
101410.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	20.43
101880.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	27.83
101881.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	2,156.90
101881.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	57.13
206120.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	16.38
206120.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	26.42
206120.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	173.42
206120.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	35.96
206120.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	29.84
206120.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	32.25
206120.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	32.44
206120.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	18.56
206120.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	35.68
206120.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	33.80
206120.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	35.17
206160.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	27.54
206160.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	55.50
281690.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	18.94
281690.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	18.43
281690.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	64.30
281690.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	9.15
281690.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	13.07
281690.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	9.80
510531.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	571.79
510531.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	249.07
510531.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	8.74
520520.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	16.39
520520.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	21,374.48
520520.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	19.90
520520.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	21.87
520520.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	4,342.08
520590.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	110.09
520590.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	99.93
520590.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	215.85
520590.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	97.54
520590.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	13.12
530540.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	69.78
510531.5600.000	AMERICAN CONCRETE PROD	1STAVE/BYRON	154.50
510531.5600.000	AMERICAN CONCRETE PROD	1STAVE/BYRON	197.50

101000.4472.000	ANA BERTHA ANDRADE DE GARCIA	REUNION HALL CXL'D	85.00
230110.5600.000	ANIMAL CLINIC - THE VET	JORDY/RAJI- VISITS	384.18
283210.5320.000	AREA SANITATION	AUGUST/SEPT-LEAD HOUSES	90.00
101110.5570.000	ARNOLD MOTOR SUPPLY	#102 OIL FILTER	3.32
101110.5570.000	ARNOLD MOTOR SUPPLY	#522 BATTERY	148.72
101110.5570.000	ARNOLD MOTOR SUPPLY	#522 BATTERY	148.72
101110.5570.000	ARNOLD MOTOR SUPPLY	BATTERY	148.72
101110.5570.000	ARNOLD MOTOR SUPPLY	MOBIL OIL	102.66
101110.5570.000	ARNOLD MOTOR SUPPLY	OIL&AIR FILTER	38.87
101140.5570.000	ARNOLD MOTOR SUPPLY	BATTERY	148.72
101140.5570.000	ARNOLD MOTOR SUPPLY	BATTERY	148.72
101140.5570.000	ARNOLD MOTOR SUPPLY	BATTERY HOLDER	3.92
101140.5570.000	ARNOLD MOTOR SUPPLY	BATTERY SUPPORT	74.31
101140.5570.000	ARNOLD MOTOR SUPPLY	FILTERS	49.21
101140.5570.000	ARNOLD MOTOR SUPPLY	FUEL FILTER	11.29
101580.5562.000	ARNOLD MOTOR SUPPLY	#709 FILTER	53.09
101710.5570.000	ARNOLD MOTOR SUPPLY	TASK FORCE	79.19
101770.5410.000	ARNOLD MOTOR SUPPLY	HY-T BELT	16.28
101770.5570.000	ARNOLD MOTOR SUPPLY	AIR FILTERS	34.42
101770.5570.000	ARNOLD MOTOR SUPPLY	FILTERS	202.03
101770.5570.000	ARNOLD MOTOR SUPPLY	TRACTOR PARTS	73.18
206710.5570.000	ARNOLD MOTOR SUPPLY	COMMERICAL BATTERY	687.90
206710.5570.000	ARNOLD MOTOR SUPPLY	FILTERS	36.42
206710.5570.000	ARNOLD MOTOR SUPPLY	FILTERS	67.48
206710.5570.000	ARNOLD MOTOR SUPPLY	FUSES	42.85
206710.5570.000	ARNOLD MOTOR SUPPLY	LAMPS/FUSES	58.13
206710.5600.000	ARNOLD MOTOR SUPPLY	CLAMPS/FITTINGS	26.09
101410.5340.010	ARAMARK	PARK SHELTER SUPPLIES	23.83
101410.5340.010	ARAMARK	PARK SHELTER SUPPLIES	23.83
101410.5340.010	ARAMARK	PARK&COLISEUM SUPPLIES	12.77
101410.5340.010	ARAMARK	PARK&COLISEUM SUPPLIES	17.11
101410.5340.010	ARAMARK	PARK&COLISEUM SUPPLIES	17.11
101410.5340.010	ARAMARK	PARK&COLISEUM SUPPLIES	12.77
101410.5340.010	ARAMARK	PARK&COLISEUM SUPPLIES	17.11
152451.5340.010	ARAMARK	PARK&COLISEUM SUPPLIES	7.14
152451.5340.010	ARAMARK	PARK&COLISEUM SUPPLIES	2.80
152451.5340.010	ARAMARK	PARK&COLISEUM SUPPLIES	2.80
152451.5340.010	ARAMARK	PARK&COLISEUM SUPPLIES	7.14
152451.5340.010	ARAMARK	PARK&COLISEUM SUPPLIES	2.80
999.1131.000	AXA EQUITABLE	INSURANCE	450.00
101310.5732.300	BAKER & TAYLOR ENTERTAINMENT	DVD	4.35
101310.5732.300	BAKER & TAYLOR ENTERTAINMENT	DVDs	43.80
101310.5732.300	BAKER & TAYLOR ENTERTAINMENT	DVDs	86.82
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	119.76
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	80.91
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	175.44
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	59.08
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	13.99
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	22.40
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	29.65
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	17.57
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	9.58
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	31.30
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	14.37

101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	10.77
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	93.06
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	13.97
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	54.81
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	4.79
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	4.79
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	15.11
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	19.59
101310.5732.320	BAKER & TAYLOR INCORP	BOOKS	19.57
101310.5732.320	BAKER & TAYLOR INCORP	MEMORIAL BOOKS	19.60
101310.5732.320	BAKER & TAYLOR INCORP	MEMORIAL BOOKS	11.37
101310.5732.320	BAKER & TAYLOR INCORP	MEMORIAL BOOKS	16.79
101310.5732.320	BAKER & TAYLOR INCORP	MEMORIAL BOOKS	18.45
681110.5230.000	BERNIE LOWE & ASSOCIATES, INC	MEDICAL CLAIMS	37.98
681110.5339.000	BERNIE LOWE & ASSOCIATES, INC	MEDICAL CLAIMS	284.11
684990.5230.000	BERNIE LOWE & ASSOCIATES, INC	SEPT CONSULTING	2,131.50
520520.5718.000	BERT GURNEY & ASSOCIATES INC.	HYDRORANGER	1,692.44
101310.5732.300	BLACKSTONE AUDIO, INC.	AUDIO BOOKS	86.25
101310.5732.300	BLACKSTONE AUDIO, INC.	AUDIO BOOKS	90.00
101310.5732.300	BLACKSTONE AUDIO, INC.	AUDIO BOOKS	90.00
101310.5732.300	BRODART INC	GRAPHIC/SPANISH BOOKS	118.12
101310.5732.300	BRODART INC	GRAPHIC/SPANISH BOOKS	149.45
101310.5732.320	BRODART INC	GRAPHIC/SPANISH BOOKS	87.23
101310.5732.300	BRODART INC	JUVE/SPANISH BOOKS	103.36
101310.5732.300	BRODART INC	JUVE/SPANISH BOOKS	327.06
101310.5732.300	BRODART INC	JUVENILE BOOKS	14.56
101310.5732.300	BRODART INC	JUVENILE BOOKS	15.93
101310.5732.300	BRODART INC	JUVENILE BOOKS	83.65
101310.5732.300	BRODART INC	JUVENILE BOOKS	92.81
101310.5732.300	BRODART INC	JUVENILE BOOKS	120.41
101310.5732.300	BRODART INC	JUVENILE BOOKS	135.06
101310.5732.300	BRODART INC	JUVENILE BOOKS	162.18
101310.5732.300	BRODART INC	JUVENILE BOOKS	215.77
101310.5732.320	BRODART INC	LOST&REPLACED BOOKS	9.25
101310.5732.320	BRODART INC	LOST&REPLACED BOOKS	51.86
101310.5732.300	BRODART INC	SPANISH/LOST&REPLACED	48.44
101310.5732.300	BRODART INC	SPANISH/LOST&REPLACED	155.44
101310.5732.320	BRODART INC	SPANISH/LOST&REPLACED	422.67
206710.5132.000	BROWN'S SHOE FIT CO	BOOTS	179.99
101110.5132.000	CARPENTER UNIFORM COMPANY	ACCOLA UNIFORMS	331.54
101110.5132.000	CARPENTER UNIFORM COMPANY	BATTERSON UNIFORMS	337.54
101110.5132.000	CARPENTER UNIFORM COMPANY	RESERVE MAY	365.63
101110.5132.000	CARPENTER UNIFORM COMPANY	ROUSH UNIFORMS	449.52
101140.5132.000	CARPENTER UNIFORM COMPANY	58 SWEATSHIRTS	3,528.04
101310.5732.300	CENGAGE LEARNING INC	BOOK	19.46
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPED BOOKS	80.96
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPED BOOKS	218.15
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPED BOOKS	61.58
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPED BOOKS	76.97
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPED BOOKS	18.89
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPED BOOKS	39.90
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPED BOOKS	95.89
101310.5600.000	CENTRAL IOWA DISTRIBUTING INC	TISSUE/HAND SOAP	189.40
520520.5600.000	CENTRAL IOWA DISTRIBUTING INC	OP&CLEANING SUPPLIES	834.80

101770.5570.000	CENTRAL IOWA FARM STORE INC	MOWER BELT	42.90
206710.5570.000	CENTRAL IOWA FARM STORE INC	SEAL,OIL	5.70
283210.5600.000	CENTRAL OFFICE SUPPLY	OFFICE SUPPLIES	46.28
550780.5370.000	CENTRAL OFFICE SUPPLY	DESK PAD CALENDAR	2.94
550780.5370.000	CENTRAL OFFICE SUPPLY	WALL CALENDENDAR	14.32
206710.5610.510	CESSFORD CONSTRUCTION	HIGH PERF COLD MIX	88.93
206710.5610.510	CESSFORD CONSTRUCTION	HIGH PERF COLD MIX	226.80
206710.5610.600	CESSFORD CONSTRUCTION	ROADSTONE	88.93
101110.5132.000	CHAD A HILLERS	CLOTHING ALLOWANCE	69.98
101310.5600.000	CoLibri Systems	REPLACED WELDING BAR	75.00
999.1129.000	COLONIAL LIFE	SHORT TERM INSURANCE	201.89
206120.5480.010	CONSUMERS ENERGY CO-OP	8/31-10/1 MARSHALLTOWN	63.17
206160.5480.010	CONSUMERS ENERGY CO-OP	8/31-10/1 MARSHALLTOWN	400.41
101770.5570.000	CROP PRODUCTION SERVICES	DIESEL	416.15
206710.5570.000	CROP PRODUCTION SERVICES	GREASE&OIL	732.00
520520.5600.000	CROP PRODUCTION SERVICES	6DRUM CREDITS	(120.00)
101140.5570.000	CUMMINS CENTRAL POWER, LLC	STARTING MOTOR	682.86
283210.5433.000	DAVE KLEMPNERMEISTER & CONST	LEAD HOUSE	85.00
101581.5261.760	DAVES TREE & YARD SERVICE	212 N 7TH AVE	120.00
520520.5980.000	DEB TYCHSEN	FILLED SWIM POOL	28.89
684990.5250.000	DELUXE FOR BUSINESS	DEPOSIT TICKETS	71.55
101310.5600.000	DEMCO INCORP	EASELS	352.47
101310.5600.000	DEMCO INCORP	OFFICE SUPPLIES	76.57
101581.5261.760	DEVIG SERVICES	1102 S CENTER MOWING	85.00
101581.5261.760	DEVIG SERVICES	920 N 5TH AVE MOWING	55.00
206710.5600.000	DIAMOND VOGEL PAINTS	5GAL BUCKETS	82.60
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE STREET PAINT	158.10
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE STREET PAINT	395.25
101310.5732.270	EBSCO INDUSTRIES PAYMENTS	AMES TRIBUNE	85.80
235140.5718.000	ED M FELD EQUIPMENT CO INC	HOSES/VALVE	16,003.00
101420.5340.640	EMILY HAZEN	10/5-10/18 ZUMBA	30.00
283210.5600.000	ENVIRONMENTAL HAZARDS SERVICES, L.L.C	SHIPPING FOR LEAD	35.99
494990.5776.000	ETHINGTON HTG & COOLING INC	PW BLDG SERVER ROOM	2,840.00
206710.5600.000	FASTENAL COMPANY	OP SUPPLIES	216.88
283210.5410.000	FEXSTEVE LIMITED COMPANY	1612 S 2ND -HOUSING	14,525.00
999.1125.000	FIDELITY SECURITY	VISION PLAN	318.73
999.1109.000	FIRE UNION DUES	UNION	1,230.00
528590.5230.030	FOX ENGINEERING ASSOCIATES INC	8/30-9/26 INTERCEPTOR	697.50
528590.5230.030	FOX ENGINEERING ASSOCIATES INC	8/30-9/26 SEWER	7,994.13
528590.5230.030	FOX ENGINEERING ASSOCIATES INC	8/30-9/26 SEWER	1,592.00
528590.5230.030	FOX ENGINEERING ASSOCIATES INC	8/30-9/26 TURNER ST	2,043.75
520520.5600.030	HACH COMPANY	2 MEDIUM TUBES	59.58
520520.5600.030	HACH COMPANY	MISC LAB SUPPLIES	379.48
101410.5410.000	HARTWIG PLUMBING & HEATING INC	REUNION HALL	48.00
152451.5410.000	HARTWIG PLUMBING & HEATING INC	COLISEUM REPAIRS	84.78
230110.5460.000	HOLIDAY INN	HOTEL K9 TRAINIG	243.16
101310.5380.000	HOME RENTAL CENTER	STAGE RENTAL	23.00
206710.5600.000	HOME RENTAL CENTER	20" CHAIN	45.00
999.1130.000	ICMA RETIREMENT TRUST	RETIREMENT	8,272.60
101140.5112.010	ICMA RETIREMENT TRUST	RETIREMENT	705.78
999.1111.000	IMWCA	AUDIT PREMIUM	1,184.00
101770.5300.000	INDEPENDENT INSURANCE	10/15-10/16-LIABILITY	3,875.00
101310.5732.250	INGRAM LIBRARY SERVICES	REFERENCE BOOKS	17.99
101310.5732.250	INGRAM LIBRARY SERVICES	REFERENCE BOOKS	59.97

101310.5732.250	INGRAM LIBRARY SERVICES	REFERENCE BOOKS	34.78
101770.5480.000	INNOVATIVE AG SERVICES	WORK ON LP TANK	921.22
101110.5600.000	IOWA DEPT OF TRANSPORTATION	CANON FAX PAPER	243.72
101310.5340.070	IOWA HOMETOWN SECURITY	FIRE MONITOR	435.00
101480.5340.070	IOWA HOMETOWN SECURITY	FIRE MONITOR	435.00
101880.5340.070	IOWA HOMETOWN SECURITY	FIRE MONITOR	870.00
101881.5340.070	IOWA HOMETOWN SECURITY	FIRE MONITOR	435.00
152451.5340.070	IOWA HOMETOWN SECURITY	FIRE MONITOR	435.00
206710.5340.070	IOWA HOMETOWN SECURITY	FIRE MONITOR	435.00
101820.5600.000	IOWA OFFICE INTERIORS, INC	FAX MACHINE	96.11
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	EMPLOYEES	64,024.25
520520.5600.000	IOWA WATER MANAGEMENT CORP	HOT WATER CONDITIONER	1,660.00
101110.5192.020	IOWA WORKFORCE DEVELOPMENT	UNEMPLOYMENT	269.42
101410.5192.070	IOWA WORKFORCE DEVELOPMENT	UNEMPLOYMENT	209.00
101850.5192.010	IOWA WORKFORCE DEVELOPMENT	UNEMPLOYMENT	7,862.00
101110.5570.000	JENSEN INC	MCF WIRE ASSY	65.90
101420.5340.640	KAREN GALE	10/5-10/18 ZUMBA	187.50
101310.5460.000	KATHRYN FINK	CONFERENCE MILEAGE	89.70
101310.5732.320	KIDS REFERENCE COMPANY, INC	LOST&REPLACED BOOKS	69.95
101880.5340.070	KRISS PREMIUM PRODUCTS INC	2015-16 CONTRACT	1,328.00
101110.5430.000	LANGUAGE LINE SERV INC	PHONE INTERPRETATION	148.20
290113.5450.000	LANGUAGE LINE SERV INC	PHONE INTERPRETATION	187.20
101110.5340.800	LARRY'S TOWING & TIRE SERVICE	IMPOUND #15	150.00
101110.5570.010	LOGAN, WOLF	TRAINING MILEAGE	82.68
290113.5340.070	M&M SALES COMPANY	CAMERA MAIN	214.50
101561.5360.000	MAIL SERVICES	RENTAL INSPECTION	6.27
101561.5360.000	MAIL SERVICES	RENTAL INSPECTION	16.22
101840.5360.000	MAIL SERVICES	CITY ADMIN&PROJ	107.69
101840.5360.000	MAIL SERVICES	CITY ADMIN&PROJ	134.30
101840.5360.000	MAIL SERVICES	CITY ADMIN&PROJ	232.15
278690.5360.000	MAIL SERVICES	RENT ASSIST	17.24
278690.5360.000	MAIL SERVICES	RENT ASSIST	7.28
278690.5360.000	MAIL SERVICES	RENT ASSIST	35.90
283210.5360.000	MAIL SERVICES	LEAD ABATEMATEMENT	3.61
283210.5360.000	MAIL SERVICES	LEAD ABATEMATEMENT	7.30
283210.5360.000	MAIL SERVICES	LEAD ABATEMATEMENT	10.13
230110.5331.500	MARSHALL COUNTY CRIME STOPPERS	PASS THROUGH PAYMENT	500.00
101110.5570.000	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS/OR DIESEL	5,012.92
101140.5570.000	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS/OR DIESEL	743.77
101410.5570.010	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS/OR DIESEL	635.84
101410.5570.060	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS/OR DIESEL	269.98
101560.5570.000	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS/OR DIESEL	56.59
101561.5570.000	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS/OR DIESEL	59.54
206120.5570.000	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS/OR DIESEL	252.53
206710.5570.000	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS/OR DIESEL	1,667.88
206711.5570.000	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS/OR DIESEL	143.39
206760.5570.000	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS/OR DIESEL	53.93
510531.5570.010	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS/OR DIESEL	253.10
510531.5570.060	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS/OR DIESEL	8.72
510532.5570.060	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS/OR DIESEL	185.05
520520.5570.010	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS/OR DIESEL	109.43
520520.5570.060	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS/OR DIESEL	61.51
520590.5570.010	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS/OR DIESEL	379.66
520590.5570.060	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS/OR DIESEL	13.09

550780.5570.010	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS/OR DIESEL	48.44
550780.5570.060	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS/OR DIESEL	4,477.22
101770.5410.000	MARSHALLTOWN AVIATION INC	MANAGERS FEE	642.00
101770.5410.000	MARSHALLTOWN AVIATION INC	MENARDS	60.73
101770.5410.000	MARSHALLTOWN AVIATION INC	SEPTEMBER GROUNDS FEE	3,058.61
101770.5410.000	MARSHALLTOWN AVIATION INC	SPAHN&ROSE	143.04
101770.5600.000	MARSHALLTOWN AVIATION INC	INTERNET	30.05
101410.5340.010	MARSHALLTOWN KIWANIS PM	PARK CONTRACT MOWING	330.00
520520.5480.030	MARSHALLTOWN WATER WORKS	SEPT PLANT USAGE	1,046.95
520520.5600.000	MC2 INC	UV SYSTEM SPARE PARTS	476.17
101110.5570.000	MCATEE TIRE SALES & SERVICE INC	#510 TIRE REPAIRS	18.50
101110.5570.000	MCATEE TIRE SALES & SERVICE INC	#510 TIRE REPAIRS	18.50
101110.5570.000	MCATEE TIRE SALES & SERVICE INC	#511 CAR TIRES/SERVICES	152.10
101110.5570.000	MCATEE TIRE SALES & SERVICE INC	#511 CAR TIRE/SERVICES	149.45
101110.5570.000	MCATEE TIRE SALES & SERVICE INC	#514 TIRE REPAIR	18.50
101110.5570.000	MCATEE TIRE SALES & SERVICE INC	#531 CAR TIRES/SERVICES	429.45
101110.5570.000	MCATEE TIRE SALES & SERVICE INC	TWO TIRES/SERVICES	304.20
550780.5570.030	MCATEE TIRE SALES & SERVICE INC	BUS TIRES&SERVICES	2,085.28
550780.5570.030	MCATEE TIRE SALES & SERVICE INC	BUS TIRES&SERVICES	2,085.28
550780.5570.030	MCATEE TIRE SALES & SERVICE INC	BUS TIRES&SERVICES	2,085.28
681110.5338.000	MEDTRAK SERVICES LLP	10/1-10/15 PRES MEDS	32.53
681140.5338.000	MEDTRAK SERVICES LLP	10/1-10/15 PRES MEDS	152.58
206710.5600.000	MENARDS	HOSES	25.51
101420.5340.640	MICHAEL WICKHAM	TAEKWONDO CLASSES	260.00
101310.5732.300	MICROMARKETING LLC	AUDIO BOOKS	405.92
101310.5732.300	MICROMARKETING LLC	AUDIO BOOKS	77.97
101310.5732.300	MICROMARKETING LLC	JUVENILE AUDIO BOOKS	24.00
101310.5732.300	MICROMARKETING LLC	JUVENILE AUDIO BOOKS	39.99
101310.5732.300	MICROMARKETING LLC	JUVENILE AUDIO BOOKS	129.99
101310.5732.300	MICROMARKETING LLC	JUVENILE AUDIO BOOKS	61.99
101310.5732.300	MICROMARKETING LLC	JUVENILE AUDIO BOOKS	79.98
550780.5570.000	MID IOWA SALES COMPANY	CLEANING SUPPLIES	120.62
101410.5600.080	MIDLAND CONCRETE	OP SUPPLIES	219.96
101410.5600.080	MIDLAND CONCRETE	RETURNS	(58.99)
520520.5600.000	MIDLAND SCIENTIFIC INC	LAB SUPPLIES	178.53
520520.5600.030	MIDLAND SCIENTIFIC INC	LAB SUPPLIES	113.22
520520.5600.030	MIDLAND SCIENTIFIC INC	ONE CLAMP	21.70
101110.5600.000	MIKE'S BIKES	BICYCLE HELMET	109.99
530540.5600.000	MINUTEMAN INC	COMPOST RECEIPTS	355.25
101140.5570.000	NAPA	LOOM/CLAMP	8.69
101140.5570.000	NAPA	OP PARTS	26.29
101140.5570.000	NAPA	RETURN LOOM	(8.69)
206710.5570.000	NAPA	OIL FILTER	2.36
206710.5600.000	NAPA	COUPLER/FITTINGS	15.62
206710.5600.000	NAPA	TOOL	22.19
510531.5570.000	NAPA	BRAKE PADS	23.49
520590.5570.000	NAPA	BRAKE PADS	35.23
550780.5570.000	NAPA	OP SUPPLIES	10.84
235140.5718.000	MUNICIPAL EMERGENCY SERVICE	CMC RESCUE	2,577.65
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	FIRE&POLICE RETIREMENT	113,922.52
278690.5280.000	NAN MCKAY & ASSOCIATES, INC	ADMIN PLAN-HOUSING	224.00
101142.5280.000	NFPA	FIRE CODE SUBSCRIPTION	1,305.00
101310.5340.070	OCLC, INC	CATALOGING-LIBRARY	832.10
101850.5340.100	ORACLE CORPORATION	7/1-9/30 COMPUTER SUPPORT	4,407.82

101110.5570.000	O'REILLY AUTOMOTIVE INC	OIL FILTER	4.03
101110.5570.000	O'REILLY AUTOMOTIVE INC	RANGER OIL	6.85
101310.5732.300	OVERDRIVE, INC.	eBOOKS	24.02
101310.5732.300	OVERDRIVE, INC.	eBOOKS	45.96
101310.5732.300	OVERDRIVE, INC.	eBOOKS	43.96
101310.5732.300	OVERDRIVE, INC.	eBOOKS	48.77
101310.5732.300	OVERDRIVE, INC.	eBOOKS	59.42
101310.5732.300	OVERDRIVE, INC.	eBOOKS	19.99
101310.5732.300	OVERDRIVE, INC.	JUVENILE Ebooks	74.99
101310.5732.320	OVERDRIVE, INC.	MEMORIAL BOOKS	83.85
101310.5732.320	OVERDRIVE, INC.	MEMORIAL BOOKS	41.17
101310.5732.320	OVERDRIVE, INC.	MEMORIAL BOOKS	12.99
101310.5732.320	OVERDRIVE, INC.	MEMORIAL BOOKS	75.95
290113.5450.000	PARTNER COMMUNICATIONS CO-OP	10/1-10/31 911 SERVICES	451.94
290113.5450.000	PARTNER COMMUNICATIONS CO-OP	10/1-10/31 911 SERVICES	1,033.43
520520.5980.000	PAULA BLACKSTOCK	FILLED SWIM POOL	45.80
101310.5410.000	PENTZ APPLIANCE & TV	DISHWASHER	172.98
101410.5132.000	PHILIP, BOHL	CLOTHING ALLOWANCE	77.97
684990.5339.000	PHILIP, BOHL	FLU SHOT	15.00
101310.5732.250	PHYSICIANS DESK REFERENCE	2016 BOOK	59.95
101310.5380.000	PITNEY BOWES INC	POSTAGE MACHINE RENTAL	174.24
283210.5410.000	PRECISION BUILDERS	510 W MAIN-HOUSING	12,125.00
101310.5600.000	PREMIER OFFICE EQUIPMENT	COPIES 8/30	41.88
206710.5600.000	PREMIER OFFICE EQUIPMENT	7/21-8/20 COPIES	78.75
206710.5600.000	PREMIER OFFICE EQUIPMENT	8/21-9/20 COPIES	71.39
206760.5340.070	PREMIER OFFICE EQUIPMENT	9/11-11/10 COPIES	61.33
101140.5410.000	PRO HYDRO-TESTING	HYDRO TESTING	150.00
235140.5718.000	PROFESSIONAL RESCUE	5DAY OSHA/NFPA TRAINING	11,450.00
101310.5732.250	PROQUEST INFO & LEARNING CO	ANCESTRY LIBRARY SUBSC	1,140.00
101310.5732.250	PROQUEST INFO & LEARNING CO	HERITAGE QUEST SUBSCRIPTION	873.00
235140.5718.000	PRS,INC.	RESCUE EQUIPMENT	7,589.00
101140.5340.070	PUSH PEDAL PULL	BIKE PEDAL/TRIP CHARGE	90.00
150140.5718.000	PUSH PEDAL PULL	WORK OUT EQUIPMENT	390.38
520520.5600.000	QUILL CORPORATION	OFFICE SUPPLIES	358.31
101110.5570.000	RACOM CORPORATION	#504 LIGHT/SIRENS/DASHCAM	195.00
101110.5570.000	RACOM CORPORATION	#517 AIRBAG/SWITCH	65.00
101110.5570.000	RACOM CORPORATION	#527 REAR CAMERA	137.50
101110.5570.000	RACOM CORPORATION	KNOT KIT/OUTER P5400	15.00
290113.5380.000	RACOM CORPORATION	EDACS AIRTIME	66.95
101310.5732.300	RAINBOW BOOK COMPANY	JUVENILE BOOKS	2,169.20
101310.5732.300	RAINBOW BOOK COMPANY	SPANISH BOOKS	125.60
101310.5732.320	RAINBOW BOOK COMPANY	LOST&REPLACED BOOKS	162.60
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOK	6.95
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOK	7.95
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	198.00
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	31.49
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	85.50
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	35.99
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	28.80
101310.5600.000	REGENTS-UNIV OF MINNESOTA	B2 TATTLE TAPES	1,420.00
278690.5240.510	REP CORP	RENT ASSISTANCE	446.00
520520.5980.000	RICHARD WOOLDRIDGE	FILLED SWIM POOL	47.96
206710.5600.000	SAFETY-KLEEN SYSTEMS INC	USED OIL SERVICES	80.00
101310.5600.000	SANDRA J GOWDY	PAPERTOWELS	10.00

101310.5460.000	SARAH ROSENBLUM	CONFERENCE MILEAGE	76.44
101420.5600.000	SCHELDE NORTH AM LLC	VOLLEYBALL SUPPLIES	378.00
101421.5600.000	SCHELDE NORTH AM LLC	VOLLEYBALL SUPPLIES	378.00
152451.5600.080	SCHELDE NORTH AM LLC	VOLLEYBALL SUPPLIES	100.00
101310.5340.010	SCHENDEL PEST CONTROL COMPANY	LIBRARY PEST CONTROL	57.00
101480.5340.070	SCHUMACHER ELEVATOR COMPANY	SENIOR CENTER	186.59
101880.5340.070	SCHUMACHER ELEVATOR COMPANY	CITY HALL	197.43
101881.5340.070	SCHUMACHER ELEVATOR COMPANY	CARNEGIE BLDG	201.44
520520.5340.010	SCOTT TENT & AWNING COMPANY	SEPTEMBER CONTRACT MOWING	820.00
101310.5340.010	SERVICEMASTER OF M'TOWN INC	CLEANING LIBRARY	1,369.33
150310.5734.000	SIRSIDYNIX	CLOUD CONTRACT-LIBRARY	13,365.00
510531.5230.030	STANLEY CONSULTANTS INC.	STORM WATER STUDY	950.00
520520.5230.030	STANLEY CONSULTANTS INC.	SEWER RATE STUDY	3,135.00
101310.5340.010	STONE SANITATION	LIBRARY	92.59
520520.5340.010	STONE SANITATION	9/1-9/30 GRIT SCREENING	465.00
235140.5718.000	SUB CITY	CONFINED SPACE LUNCH	111.15
235140.5718.000	SUB CITY	CONFINED SPACE LUNCH	122.00
283210.5250.000	TAMA COUNTY RECORDER	205 PARK ST-LEIN	17.00
101890.5339.100	TASC	FLEX BENEFITS	(62.50)
999.1128.010	TASC	FLEX BENEFITS	4,799.56
999.1128.020	TASC	FLEX BENEFITS	1,741.67
999.1128.020	TASC	FLEX BENEFITS	(0.25)
101310.5732.320	THE PENWORTHY COMPANY	LOST&REPLACED BOOKS	297.21
101110.5210.000	TIMES-REPUBLICAN	PUBLICATIONS	306.25
283210.5210.000	TIMES-REPUBLICAN	PUBLICATIONS	252.00
550780.5210.000	TIMES-REPUBLICAN	PUBLICATIONS	374.58
278690.5240.510	TOM G PATTERSON	RENT ASSIST	388.00
101310.5732.300	TRACES	GENEALOGY BOOKS	93.00
101110.5460.040	TREASURER STATE OF IOWA-LAW ENFORCEMENT	TRAINING-LOGAN WOLF	6,285.00
101141.5460.000	TREASURERS OFFICE	CONFERENCE	20.00
206710.5600.000	TRI STATE LOCK SERVICE	2 DUPLICATE KEYS	4.00
999.0110.150	UAW	DUES LOCAL 893	127.21
101110.5600.100	ULTRAMAX AMMUNITION	BULLETS	149.00
101310.5340.010	UNIQUE MANAGEMENT SERVICES, INC	COLLECTIONS	170.05
999.1112.000	UNITED WAY	PAYROLL WITH HOLDINGS	5,150.50
150310.5380.000	US BANK EQUIPMENT FINANCE	CONTRACT COPIER PAYMENT	336.50
101110.5450.100	VERIZON WIRELESS	8/26-9/25 POLICE DEPT	711.15
290113.5450.000	VERIZON WIRELESS	8/26-9/25 POLICE DEPT	34.24
510531.5450.000	VERIZON WIRELESS	9/11-10/10 SEWER DEPT	32.01
520590.5450.000	VERIZON WIRELESS	9/11-10/10 SEWER DEPT	48.01
101310.5600.000	WEBER PAPER CO	COPY PAPER	240.00
684990.5339.000	WELLMARK INC	10/2-10/8 MED CLAIMS	30,338.10
684990.5339.000	WELLMARK INC	9/25-10/1 MED CLAIMS	32,128.67
206710.5600.000	WINTER EQUIPMENT COMPANY INC	CURBGUARD PROTECTORS	821.03
101140.5600.000	WL CONSTRUCTION SUPPLY LLC	SAW BLADES	274.80
510531.5151.000	WOLFE CLINIC P C	HEARING EXAM	14.00
510531.5151.000	WOLFE CLINIC P C	HEARING EXAM	14.00
510531.5151.000	WOLFE CLINIC P C	HEARING EXAM	14.00
510531.5151.000	WOLFE CLINIC P C	HEARING EXAM	14.00
510531.5151.000	WOLFE CLINIC P C	HEARING EXAM	14.00
510531.5151.000	WOLFE CLINIC P C	HEARING EXAM	14.00
510531.5151.000	WOLFE CLINIC P C	HEARING EXAM	14.00
520520.5151.000	WOLFE CLINIC P C	HEARING EXAM	35.00
520590.5151.000	WOLFE CLINIC P C	HEARING EXAM	21.00

520590.5151.000	WOLFE CLINIC P C	HEARING EXAM	21.00
520590.5151.000	WOLFE CLINIC P C	HEARING EXAM	21.00
520590.5151.000	WOLFE CLINIC P C	HEARING EXAM	21.00
520590.5151.000	WOLFE CLINIC P C	HEARING EXAM	21.00
520590.5151.000	WOLFE CLINIC P C	HEARING EXAM	21.00
520590.5151.000	WOLFE CLINIC P C	HEARING EXAM	21.00
520520.5340.070	XEROX CORPORATION	8/21-9/21 COPIES	66.17
206711.5600.000	ZARNOTH BRUSH WORKS INC	SWEEPER PARTS	248.20
101410.5600.000	ZEE MEDICAL, INC	P&R SUPPLIES	52.70
206710.5600.000	ZEE MEDICAL, INC	STREET DEPT	150.40
			514,798.60

CITY OF MARSHALLTOWN
MONTHLY BALANCE SHEET
FOR THE MAYOR AND CITY COUNCIL
As of August 31, 20151
10/21/15
15:36:43

FUND NUMBER & NAME	DESCRIPTION	--ASSETS--		LIABILITIES & NET ASSETS	NET (INCOME) / EXPENSE
		CASH AND INVESTMENTS	ACCOUNTS RECEIVABLE		
101 - GENERAL		<724,923.82>	427,246.64	<1,641,502.30>	1,939,179.48
150 - CAPITAL RESERVE FUND		35,989.75	.00	<157,973.65>	121,983.90
151 - CASH FLOW RESERVE FUND		1,832,418.60	.00	<1,832,069.64>	<348.96>
152 - COLISEUM ACTIVITY		24,053.59	.00	<25,755.19>	1,701.60
153 - BLDG MAINT FUND		479,923.01	.00	<479,721.78>	<201.23>
201 - GRANTS FRM STATE AGENCY		3,744.54	.00	<3,742.98>	<1.56>
204 - HERSCHEY RECREATION		7,165.07	.00	<7,199.96>	34.89
205 - EMERGENCY FUND		1,569.57	.00	<2,360,097.78>	<1,569.57>
206 - ROAD USE TAX		2,713,514.63	.00	3,550.00	<353,416.85>
218 - COPS FAST GRANT		<3,051.13>	.00	3,826.25	<498.87>
219 - DEPT OF JUSTICE GRANTS		345.11	1,361.10	5,003.95	<5,532.46>
220 - POLICE UNDESIGND GRANTS		<20,481.11>	5,783.49	.00	9,693.67
221 - EMPLOYEE BENEFIT FUND		1,783,659.78	.00	<1,781,247.69>	<2,412.09>
223 - POLICE/FIRE RETIREMENT		376,347.91	.00	<363,156.10>	<13,191.81>
230 - POLICE DONATION FUND		33,672.14	.00	<32,540.19>	<1,131.95>
233 - SOFTBALL ASSOCIATION		29,697.35	<155.00>	<38,732.48>	9,190.13
235 - FIRE DEPT DONATION FUND		3,377.45	.00	<3,379.15>	1.70
236 - M'TOWN TENNIS ASSOC		1,651.84	.00	<1,820.11>	168.27
238 - CITY TORT LIABILITY		134,100.51	88.05	<133,101.56>	<1,087.00>
240 - FIRE DEPT GRANTS		141,993.00	.00	<68,097.06>	<141,993.00>
242 - LIBRARY DONATION FUND		67,156.61	.00	<33,063.27>	940.45
246 - SEIZED ASSETS FUND		33,097.28	.00	<50,880.86>	<34.01>
247 - P & R DONATION FUND		53,386.52	.00	<48,964.52>	<2,505.66>
248 - ECONOMIC DEVELOPMENT		48,985.08	.00	<10,215.26>	<20.56>
249 - SUBVIDER ESCROW		10,219.57	.00	<227,900.97>	<4.31>
250 - TAX INCREMNT FINANCING		200,135.43	.00	<35,992.28>	27,765.54
271 - HOUSING GRANTS		36,134.84	.00	86,078.80	<142.56>
276 - LEAD GRANT #4		9,267.11	1,204.95	9,016.50	<96,550.86>
277 - HUD EDI GRANTS		<9,376.50>	.00	<193,676.92>	360.00
278 - LOW RENT VOUCHER PROGRAM		84,117.94	83,514.80	<40,262.42>	26,044.18
281 - CDBG NSP HSNB		<93,385.06>	.00	92,033.16	1,351.90
282 - HUD LEAD MATCH		40,262.42	.00	53,716.05	75,855.03
283 - LEAD GRANT #5		<129,571.08>	.00	<291,919.60>	<26,129.93>
290 - E911 SURCHARGE		318,049.53	.00	<2,470,384.26>	<759,476.26>
291 - LOCAL OPTION SALES TAX		3,229,860.52	.00	<22,040.74>	<24,938.14>
311 - GO BONDS DEBT FUND		46,978.88	.00	<97,727.04>	374.11
401 - BIKE PATH - PHASE II		97,352.93	.00	18,437.11	.00
416 - FEDERAL STREET GRANTS		<18,437.11>	.00	<539,457.38>	<5,209.27>
450 - CIP COLLECTION FUND		544,666.65	.00	<423.04>	1,520.00
460 - AIRPORT PROJECT		<1,096.96>	.00	14,323.45	<3,248.00>
462 - SPEC ASSMNT PROJECTS		<73,614.45>	62,539.00	<109,429.67>	4,936.68
471 - POLICE AND FIRE BUILD		104,492.99	.00	<1,996,772.64>	246,199.57
473 - 2014 GO BONDS		1,750,573.07	.00	<3,415.42>	109.54
477 - TREES FOREVER PROJECT		3,305.88	.00	<178,440.15>	<74.84>
489 - CAPITAL STREET PROJECTS		178,514.99	.00	<10,746.00>	.00
490 - GO BOND CAPITAL PRJS		3,677.00	7,069.00	.00	.00

CITY OF MARSHALLTOWN
MONTHLY BALANCE SHEET
FOR THE MAYOR AND CITY COUNCIL
As of August 31, 20152
10/21/15
15:36:43

DESCRIPTION	--ASSETS--		FIXED ASSETS	LIABILITIES & NET ASSETS	NET (INCOME) / EXPENSE
	CASH AND INVESTMENTS	ACCOUNTS RECEIVABLE			
491 - TIF DISTRICT II CAP PRJ	<4,781.24>	.00	.00	444,707.26	<439,926.02>
492 - TIF DISTRICT 3 CAP PRJS	7,801.76	.00	.00	<7,798.45>	<3.31>
494 - PUBLIC WORKS FACILITY	17,748.73	.00	.00	<17,741.30>	<7.43>
510 - STORM SEWER	582,011.87	41,009.66	12,225,299.30	<12,771,426.45>	<76,894.38>
520 - WPCP OPERATING FUND	200.00	.00	30,542,830.02	<30,539,866.91>	<3,163.11>
521 - WPCP REVENUE FUND	7,245,368.13	528,587.77	.00	<7,195,477.48>	<578,478.42>
522 - WPCP SEW REV FUND	5,917,250.00	.00	.00	<5,917,250.00>	<475.88>
526 - WPCP CAP IMPR RESERVE	1,135,140.92	.00	.00	<1,134,665.04>	<475.88>
528 - SANITARY SEWER REHAB	137,621.66	.00	.00	<574,472.41>	436,850.75
529 - SEWER NEW CONSTRUCTION	12,785.00	.00	.00	<12,785.00>	.00
530 - COMPOSTING	166,850.13	1,338.52	84,272.58	<250,243.02>	<2,218.21>
540 - P&R CONCESSIONS	19,630.35	.00	.00	<25,949.09>	6,318.74
550 - TRANSIT OPERATING	147,041.77	35.00	1,549,310.42	<1,739,592.67>	43,205.48
681 - OCCUP INSUR ESCROW	140,001.81	.00	.00	<146,858.03>	6,856.22
684 - GRP HEALTH INS ESCROW	2,715,673.33	25,022.86	.00	<2,773,527.58>	32,831.39
686 - W.C. DEDUCTIBLE	37,561.35	.00	.00	<37,545.61>	<15.74>
801 - POLICE PENSION	<2,186.55>	.00	.00	.00	2,186.55
844 - SALES TAX	1,079.60	.00	.00	<1,079.60>	.00
870 - SURETY BONDS/DEPOSITS	1,112.40	.00	.00	<1,112.40>	.00
871 - IA STATE SLEUTH	14,850.52	.00	.00	<14,850.52>	.00
991 - CAPITAL ASSET FUND	.00	.00	44,865,056.30	<44,865,056.30>	.00
999 - PAYROLL LIABILITY ACCTS	149,030.08	.00	.00	<149,030.08>	.00
GRAND TOTAL	31,831,313.49	1,184,645.84	89,266,768.62	<116,820,235.47>	<5,462,492.48>

DESCRIPTION	INVESTMENTS
0214.000 WELLS FARGO MONEY MARKET	13,044,746.40
00999 CITY-MARSHALLTWN POOLED CASH	13,044,746.40
0214.000 WELLS FARGO MONEY MARKET	13,044,746.40
0215.000 IPAIT MONEY MARKET	6,000,000.00
00522 (D) WPCP REVENUE BOND FUND	6,000,000.00
00059007 2015 SEWER REVENUE BONDS	6,000,000.00
0215.000 IPAIT MONEY MARKET	6,000,000.00
0266.000 CENTRAL STATE BANK CD (> 1 YR)	1,000,000.00
00291 LOCAL OPTION SALES TAX	1,000,000.00
0266.000 CENTRAL STATE BANK CD (> 1 YR)	1,000,000.00
0267.000 FARMERS CD (> 1 YR)	1,000,000.00
00151 CASH FLOW RESERVE FUND	1,000,000.00
00684 GROUP HEALTH INSURANCE ESCROW	1,000,000.00
0267.000 FARMERS CD (> 1 YR)	2,000,000.00
0273.000 IPAIT GOV SEC(> 1 YR)	1,003,129.00
00521 WPCP REVENUE	1,003,129.00
0273.000 IPAIT GOV SEC(> 1 YR)	1,003,129.00
0273.000 IPAIT GOV SEC(> 1 YR)	23,047,875.40

REVENUES	DESCRIPTION	THIS MONTH ACTUAL	ORIGINAL BUDGET	Y-T-D ACTUAL	BUDGET REMAINING	% REMAINING
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4010	PROPERTY TAXES	10,329,114	98,119.97	10,230,994.03	99.05	%
4090	TIF TAXES	.00	1,408,940	20,624.43	1,388,315.57	98.54
4100	OTHER CITY TAXES	483,895.39	4,601,695	1,025,722.28	3,575,972.72	77.71
4200	LICENSES & PERMITS	43,782.72	242,350	62,114.92	180,235.08	74.37
4600	USE OF MONEY & PROPERTY	12,557.60	152,120	23,194.51	128,925.49	84.75
4300	INTERGOVERNMENTAL REVENUE	869,029.09	8,165,205	1,379,035.63	6,786,169.37	83.11
4400	CHARGES FOR SERVICES	703,393.20	8,503,124	1,419,115.04	7,084,008.96	83.31
4500	FINES & FORFEITURES	9,661.97	168,500	24,501.12	143,998.88	85.46
4700	SPECIAL ASSESSMENTS	.00	26,678	1,729.00	24,949.00	93.52
4800	MISCELLANEOUS REVENUES	48,610.24	748,100	518,754.96	229,345.04	30.66
4900	OTHER FINANCING SOURCES	6,000,000.00	22,500,000	6,000,000.00	16,500,000.00	73.33

**TOTAL REVENUES		8,170,930.21	56,845,826	10,572,911.86	46,272,914.14	81.40

EXPENDITURES						
PUBLIC SAFETY						
5005	SALARIES	414,456.14	5,636,071	1,030,189.13	4,605,881.87	81.72
5100	BENEFITS	190,715.03	2,609,600	435,006.31	2,174,593.69	83.33
5205	OPERATING	79,286.43	767,878	180,596.28	587,281.72	76.48
5700	CAPITAL OUTLAY	32,507.10	481,791	113,326.84	368,464.16	76.48

**TOTAL PUBLIC SAFETY		716,964.70	9,495,340	1,759,118.56	7,736,221.44	81.47

PUBLIC WORKS						
5005	SALARIES	81,984.94	1,095,095	203,026.20	892,068.80	81.46
5100	BENEFITS	36,335.92	506,312	79,988.93	426,323.07	84.20
5205	OPERATING	103,589.91	1,895,212	187,942.16	1,707,269.84	90.08
5700	CAPITAL OUTLAY	306.49	488,000	130,172.49	357,827.51	73.33

**TOTAL PUBLIC WORKS		222,217.26	3,984,619	601,129.78	3,383,489.22	84.91

HEALTH AND SOCIAL SERVICES						
5005	SALARIES	37,098.57	492,860	91,502.51	401,357.49	81.43
5100	BENEFITS	11,537.66	155,608	26,544.73	129,063.27	82.94
5205	OPERATING	31,667.18	1,058,532	112,180.70	946,351.30	89.40
5700	CAPITAL OUTLAY	.00	150	.00	150.00	100.00

**TOTAL HEALTH & SOCIAL SERVS		80,303.41	1,707,150	230,227.94	1,476,922.06	86.51

For the Two Months Ending August 31, 2015

	DESCRIPTION	THIS MONTH	ORIGINAL	Y-T-D	BUDGET	REMAINING	%	REMAINING
CULTURE AND RECREATION	SALARIES	103,538.28	1,208,557	259,134.30	949,422.70	78.56	%	
	BENEFITS	30,892.89	410,118	69,566.68	340,551.32	83.04	%	
	OPERATING	93,741.81	1,081,910	193,855.63	888,054.37	82.08	%	
	CAPITAL OUTLAY	11,863.53	194,378	23,866.47	170,511.53	87.72	%	
	**TOTAL CULTURE & RECREATION	240,036.51	2,894,963	546,423.08	2,348,539.92	81.13	%	
COMMUNITY & ECONOMIC DEVELOPMENT	SALARIES	12,616.31	246,688	32,295.45	214,392.55	86.91	%	
	BENEFITS	4,359.92	79,548	10,134.17	69,413.83	87.26	%	
	OPERATING	77,754.52	1,136,343	201,255.44	935,087.56	82.29	%	
	CAPITAL OUTLAY	.00	2,000	.00	2,000.00	100.00	%	
	**TOTAL COMM & ECONOMIC DV	94,730.75	1,464,579	243,685.06	1,220,893.94	83.36	%	
GENERAL GOVERNMENT	SALARIES	37,301.63	835,638	114,386.31	721,251.69	86.31	%	
	BENEFITS	12,471.67	224,914	77,139.27	147,774.73	65.70	%	
	OPERATING	31,649.02	349,648	64,811.92	284,836.08	81.46	%	
	CAPITAL OUTLAY	.00	236,665	6,301.29	230,363.71	97.34	%	
	OTHER EXPENDITURES	316.25	0	405.50	<405.50>	.00	%	
**TOTAL GENERAL GOVERNMENT		81,738.57	1,646,865	263,044.29	1,383,820.71	84.03	%	
	SALARIES	122,344.19	1,779,582	308,659.59	1,470,922.41	82.66	%	
	BENEFITS	44,276.33	635,238	99,900.84	535,337.16	84.27	%	
	OPERATING	208,916.42	4,120,603	677,681.44	3,442,921.56	83.55	%	
	CAPITAL OUTLAY	91.50	5,885,300	323.43	5,884,976.57	99.99	%	
ENTERPRISES	DEBT SERVICE PAYMENTS	71,665.14	1,842,640	80,372.71	1,762,267.29	95.64	%	
	OTHER EXPENDITURES	142.84	4,000	223.70	3,776.30	94.41	%	
	**TOTAL ENTERPRISES	447,436.42	14,267,363	1,167,161.71	13,100,201.29	91.82	%	
	**DEBT SERVICE	.00	3,467,146	.00	3,467,146.00	100.00	%	
	**CAPITAL PROJECTS	251,755.38	17,985,051	257,770.54	17,727,280.46	98.57	%	

DESCRIPTION	THIS MONTH ACTUAL	ORIGINAL BUDGET	Y-T-D ACTUAL	REMAINING BUDGET	REMAINING %
***TOTAL EXPENDITURES	2,135,183.00	56,913,076	5,068,560.96	51,844,515.04	91.09 %
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	6,035,747.21	<67,250>	5,504,350.90	<5,571,600.90>	8,284.91-%

2015	100	PUBLIC SAFETY	PERSONAL	OPERATING	CAPITAL	DEBT/OTHER	TOTAL	EXPENSES	BUDGET	UNREALIZED
	110	Police Administration	796,343	89,282	98,807	0	984,432	5,255,242	4,270,810	4,270,810
	113	Police Dispatch	163,826	41,519	236	0	205,581	1,218,494	1,012,913	1,012,913
	140	Fire Protection	482,347	15,252	14,284	0	511,883	2,797,006	2,285,123	2,285,123
	141	Fire Training Divisi	22,679	275	0	0	22,954	138,124	115,170	115,170
	142	Fire Prevention Bure	0	35	0	0	35	4,500	4,465	4,465
	170	Civil Defense	0	7,619	0	0	7,619	29,580	21,961	21,961
	180	Flood Control	0	14,615	0	0	14,615	394	<14,221>	40,000
	240	Animal Control	0	12,000	0	0	12,000	52,000	40,000	40,000
100		PUBLIC SAFETY	1,465,195	180,597	113,327	0	1,759,119	9,495,340	7,736,221	7,736,221
200		PUBLIC WORKS	26,651	21,735	0	0	48,386	237,158	188,772	188,772
120		Traffic Safety	26,651	21,735	0	0	48,386	237,158	188,772	188,772
160		Street Lighting	4,390	18,067	0	0	22,457	250,972	228,515	228,515
540		Solid Waste	0	875	0	0	875	113,708	112,833	112,833
710		Street Maintenance	174,047	91,804	306	0	266,157	1,737,509	1,471,352	1,471,352
711		Street Cleaning	0	261	0	0	261	7,500	7,239	7,239
712		Snow Removal	0	0	129,866	0	129,866	250,728	120,862	120,862
740		Sidewalks	0	2,195	0	0	2,195	55,000	52,805	52,805
750		Street Construction	0	32,762	0	0	32,762	711,000	678,238	678,238
760		Engineering	68,689	11,131	0	0	79,820	490,437	410,617	410,617
770		Airport	0	8,386	0	0	8,386	70,490	62,104	62,104
790		Parking System	9,237	726	0	0	9,963	60,117	50,154	50,154
200		PUBLIC WORKS	283,014	187,942	130,172	0	601,128	3,984,619	3,383,491	3,383,491
300		HEALTH AND SOCIAL SER	54,120	97,821	0	0	151,941	1,167,344	1,015,403	1,015,403
210		Community Health	54,120	97,821	0	0	151,941	1,167,344	1,015,403	1,015,403
480		Senior Citizens Prog	0	8,612	0	0	8,612	137,732	129,120	129,120
550		Electrical Inspectio	13,186	44	0	0	13,230	76,174	62,944	62,944
560		Building Inspection	32,937	616	0	0	33,553	188,728	155,175	155,175
561		Rental Inspection	17,803	2,402	0	0	20,205	93,877	73,672	73,672
581		Nuisance Cleanup	0	2,686	0	0	2,686	43,295	40,609	40,609
300		HEALTH AND SOCIAL SER	118,046	112,181	0	0	230,227	1,707,150	1,476,923	1,476,923
400		CULTURE AND RECREATIO	136,351	28,277	22,908	0	187,536	1,039,050	851,514	851,514
310		Library	136,351	28,277	22,908	0	187,536	1,039,050	851,514	851,514
330		City Band	6,253	441	0	0	6,694	9,688	2,994	2,994
340		Fisher Community Cen	0	19,190	0	0	19,190	76,760	57,570	57,570
410		Parks	101,526	34,461	958	0	136,945	827,476	690,531	690,531
420		Recreation	6,583	8,213	0	0	14,796	171,154	156,358	156,358
421		Playgrounds/School	54,507	12,425	0	0	66,932	189,440	122,508	122,508
440		Swimming Pools	11,200	85,616	0	0	96,816	219,183	122,367	122,367
451		Coliseum	2,605	2,248	0	0	4,853	50,202	45,349	45,349
460		Convention & Tourism	0	0	0	0	0	260,390	260,390	260,390
545		Cable TV	9,675	2,983	0	0	12,658	51,620	38,962	38,962

For the Two Months Ending August 31, 2015

844, 999

DESCRIPTION	PERSONAL SERVICES	OPERATING	CAPITAL OUTLAY	DEBT/OTHER COSTS	EXPENSES TOTAL	BUDGET ORIGINAL	UNREALIZED TOTAL
CULTURE AND RECREATIO	328,700	193,854	23,866	0	546,420	2,894,963	2,348,543
Community Beautifica	1,185	1,545	0	0	2,730	20,796	18,066
Economic Development	0	50,675	0	0	50,675	94,000	43,325
Housing	34,612	148,438	0	0	183,050	1,146,769	963,719
Tree Removal/Maint	1,604	0	0	0	1,604	0	<1,604>
Planning & Zoning	5,028	597	0	0	5,625	203,014	197,389
COMMUNITY AND ECONOMI	42,429	201,255	0	0	243,684	1,464,579	1,220,895
GENERAL GOVERNMENT	4,441	0	0	0	4,441	25,407	20,966
City Council	4,441	0	0	0	4,441	25,407	20,966
Technical Services	19,490	173	0	0	19,663	115,622	95,959
Mayor	1,592	71	0	0	1,663	13,867	12,204
City Administrator	22,679	77	0	0	22,756	132,532	109,776
City Clerk	14,675	10,943	0	<1>	25,617	147,906	122,289
Finance	103,664	11,875	0	0	115,539	675,826	560,287
Legal	0	10,977	0	0	10,977	90,000	79,023
City Hall	2,085	12,664	0	0	14,749	56,400	41,651
Elections	0	0	0	0	0	8,900	8,900
General Government	0	5,757	0	406	6,163	168,063	161,900
Data Processing	22,900	12,275	6,301	0	41,476	212,342	170,866
GENERAL GOVERNMENT	191,526	64,812	6,301	405	263,044	1,646,865	1,383,821
BUSINESS TYPE	0	0	0	0	0	1,380,000	1,380,000
Flood Control	0	0	0	0	0	1,380,000	1,380,000
Pool Concessions	7,703	8,475	200	0	16,378	42,656	26,278
Swimming Pools	0	6,600	0	0	6,600	0	<6,600>
Sewage Treatment	207,693	171,933	0	80,596	460,222	4,536,169	4,075,947
Storm Sewer - WPCP	45,930	8,997	78	0	55,005	616,965	561,960
Dike Maintenance	3,420	4,408	0	0	7,828	42,643	34,815
Storm Sewer - Permit	0	0	0	0	0	8,000	8,000
Solid Waste	5,499	7,555	0	0	13,154	55,561	42,407
Sanitary Sewers	56,954	449,781	46	0	506,781	6,811,865	6,305,084
Bus	81,362	19,834	0	0	101,196	773,504	672,308
BUSINESS TYPE	408,561	677,683	324	80,596	1,167,164	14,267,363	13,100,199
DEBT SERVICE	0	0	0	0	0	3,467,146	3,467,146
Intragovernmental Se	0	0	0	0	0	3,467,146	3,467,146
DEBT SERVICE	0	0	0	0	0	3,467,146	3,467,146
DEBT SERVICE	0	0	0	0	0	3,467,146	3,467,146
CAPITAL PROJECTS	0	0	0	0	0	3,467,146	3,467,146

DESCRIPTION	PERSONAL	SERVICES	OPERATING	CAPITAL	DEBT/OTHER	TOTAL	EXPENSES	BUDGET	UNREALIZED
110 Police Administration	0	4,981	0	0	0	4,981	16,500,000	16,500,000	16,495,019
410 Parks	0	415	0	0	0	415	427,051	427,051	426,636
530 Storm Sewer - Engine	0	0	0	0	0	0	550,000	550,000	550,000
580 Community Beautifica	0	111	799	0	0	910	3,000	3,000	2,090
710 Street Maintenance	0	246,986	0	0	0	246,986	0	0	<246,986>
750 Street Construction	0	2,959	0	0	0	2,959	500,000	500,000	497,041
770 Airport	0	1,520	0	0	0	1,520	5,000	5,000	3,480
900 CAPITAL PROJECTS	0	256,972	799	0	0	257,771	17,985,051	17,985,051	17,727,280
2015	2,837,471	1,875,296	274,789	81,001	5,068,557	56,913,076	51,844,519		

REVENUES	DESCRIPTION	THIS MONTH ACTUAL	BUDGET ORIGINAL	Y-T-D ACTUAL	REMAINING BUDGET	USED %
4010	PROPERTY TAXES	10,329,114	10,329,114	98,119.97	10,230,994.03	99.05 %
4090	TIF TAXES	.00	1,408,940	20,624.43	1,388,315.57	98.54 %
4100	OTHER CITY TAXES	483,895.39	4,601,695	1,025,722.28	3,575,972.72	77.71 %
4200	LICENSES & PERMITS	43,782.72	242,350	62,114.92	180,235.08	74.37 %
4600	USE OF MONEY & PROPERTY	12,557.60	152,120	23,194.51	128,925.49	84.75 %
4300	INTERGOVERNMENTAL REVENUE	869,029.09	8,165,205	1,379,035.63	6,786,169.37	83.11 %
4400	CHARGES FOR SERVICES	703,393.20	8,503,124	1,419,115.04	7,084,008.96	83.31 %
4500	FINES & FORFEITURES	9,661.97	168,500	24,501.12	143,998.88	85.46 %
4700	SPECIAL ASSESSMENTS	.00	26,678	1,729.00	24,949.00	93.52 %
4800	MISCELLANEOUS REVENUES	48,610.24	748,100	518,754.96	229,345.04	30.66 %
4900	OTHER FINANCING SOURCES	6,000,000.00	22,500,000	6,000,000.00	16,500,000.00	73.33 %

**TOTAL REVENUES		8,170,930.21	56,845,826	10,572,911.86	46,272,914.14	81.40 %

EXPENDITURES						
PUBLIC SAFETY						
5005	SALARIES	414,456.14	5,636,071	1,030,189.13	4,605,881.87	18.28 %
5100	BENEFITS	190,715.03	2,609,600	435,006.31	2,174,593.69	16.67 %
5205	OPERATING	79,286.43	767,878	180,596.28	587,281.72	23.52 %
5700	CAPITAL OUTLAY	32,507.10	481,791	113,326.84	368,464.16	23.52 %
**TOTAL PUBLIC SAFETY		716,964.70	9,495,340	1,759,118.56	7,736,221.44	18.53 %

PUBLIC WORKS						
5005	SALARIES	81,984.94	1,095,095	203,026.20	892,068.80	18.54 %
5100	BENEFITS	36,335.92	506,312	79,988.93	426,323.07	15.80 %
5205	OPERATING	103,589.91	1,895,212	187,942.16	1,707,269.84	9.92 %
5700	CAPITAL OUTLAY	306.49	488,000	130,172.49	357,827.51	26.67 %
**TOTAL PUBLIC WORKS		222,217.26	3,984,619	601,129.78	3,383,489.22	15.09 %

HEALTH AND SOCIAL SERVICES						
5005	SALARIES	37,098.57	492,860	91,502.51	401,357.49	18.57 %
5100	BENEFITS	11,537.66	155,608	26,544.73	129,063.27	17.06 %
5205	OPERATING	31,667.18	1,058,532	112,180.70	946,351.30	10.60 %
5700	CAPITAL OUTLAY	.00	150	.00	150.00	.00 %
**TOTAL HEALTH & SOCIAL SERV		80,303.41	1,707,150	230,227.94	1,476,922.06	13.49 %

CULTURE AND RECREATION		THIS MONTH	ORIGINAL	Y-T-D	REMAINING	USED
		ACTUAL	BUDGET	ACTUAL	BUDGET	%
5005	SALARIES	103,538.28	1,208,557	259,134.30	949,422.70	21.44 %
5100	BENEFITS	30,892.89	410,118	69,566.68	340,551.32	16.96 %
5205	OPERATING	93,741.81	1,081,910	193,855.63	888,054.37	17.92 %
5700	CAPITAL OUTLAY	11,863.53	194,378	23,866.47	170,511.53	12.28 %
**TOTAL CULTURE & RECREATION		240,036.51	2,894,963	546,423.08	2,348,539.92	18.87 %
COMMUNITY & ECONOMIC DEVELOPMENT						
5005	SALARIES	12,616.31	246,688	32,295.45	214,392.55	13.09 %
5100	BENEFITS	4,359.92	79,548	10,134.17	69,413.83	12.74 %
5205	OPERATING	77,754.52	1,136,343	201,255.44	935,087.56	17.71 %
5700	CAPITAL OUTLAY	.00	2,000	.00	2,000.00	.00 %
**TOTAL COMM & ECONOMIC DV		94,730.75	1,464,579	243,685.06	1,220,893.94	16.64 %
GENERAL GOVERNMENT						
5005	SALARIES	37,301.63	835,638	114,386.31	721,251.69	13.69 %
5100	BENEFITS	12,471.67	224,914	77,139.27	147,774.73	34.30 %
5205	OPERATING	31,649.02	349,648	64,811.92	284,836.08	18.54 %
5700	CAPITAL OUTLAY	.00	236,665	6,301.29	230,363.71	2.66 %
5865	OTHER EXPENDITURES	316.25	0	405.50	<405.50>	.00 %
**TOTAL GENERAL GOVERNMENT		81,738.57	1,646,865	263,044.29	1,383,820.71	15.97 %
ENTERPRISES						
5005	SALARIES	122,344.19	1,779,582	308,659.59	1,470,922.41	17.34 %
5100	BENEFITS	44,276.33	635,238	99,900.84	535,337.16	15.73 %
5205	OPERATING	208,916.42	4,120,603	677,681.44	3,442,921.56	16.45 %
5700	CAPITAL OUTLAY	91.50	5,885,300	323.43	5,884,976.57	.01 %
5800	DEBT SERVICE PAYMENTS	71,665.14	1,842,640	80,372.71	1,762,267.29	4.36 %
5865	OTHER EXPENDITURES	142.84	4,000	223.70	3,776.30	5.59 %
**TOTAL ENTERPRISES		447,436.42	14,267,363	1,167,161.71	13,100,201.29	8.18 %
5000	**DEBT SERVICE	.00	3,467,146	.00	3,467,146.00	.00 %
5000	**CAPITAL PROJECTS	251,755.38	17,985,051	257,770.54	17,727,280.46	1.43 %

DESCRIPTION	THIS MONTH ACTUAL	ORIGINAL BUDGET	Y-T-D ACTUAL	REMAINING BUDGET	% USED
***TOTAL EXPENDITURES	2,135,183.00	56,913,076	5,068,560.96	51,844,515.04	8.91 %
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	6,035,747.21	<67,250>	5,504,350.90	<5,571,600.90>	8,184.91 %

844, 999
 For the Two Months Ending August 31, 2015

2015	100	PUBLIC SAFETY	PERSONAL	OPERATING	CAPITAL	DEBT/OTHER	TOTAL	EXPENSES	BUDGET	% USED
110	Police Administration	796,343	89,282	98,807	0	0	984,432	5,255,242	18,73	18.73
113	Police Dispatch	163,826	41,519	236	0	0	205,581	1,218,494	16.87	16.87
140	Fire Protection	482,347	15,252	14,284	0	0	511,883	2,797,006	18.30	18.30
141	Fire Training Divisi	22,679	275	0	0	0	22,954	138,124	16.62	16.62
142	Fire Prevention Bure	0	35	0	0	0	35	4,500	.78	.78
170	Civil Defense	0	7,619	0	0	0	7,619	29,580	25.76	25.76
180	Flood Control	0	14,615	0	0	0	14,615	394	3,709.39	3,709.39
240	Animal Control	0	12,000	0	0	0	12,000	52,000	23.08	23.08
100	PUBLIC SAFETY	1,465,195	180,597	113,327	0	1,759,119	9,495,340	18.53	18.53	
200	PUBLIC WORKS	26,651	21,735	0	0	48,386	237,158	20.40	20.40	
120	Traffic Safety	26,651	21,735	0	0	48,386	237,158	20.40	20.40	
160	Street Lighting	4,390	18,067	0	0	22,457	250,972	8.95	8.95	
540	Solid Waste	0	875	0	0	875	113,708	.77	.77	
710	Street Maintenance	174,047	91,804	306	0	266,157	1,737,509	15.32	15.32	
711	Street Cleaning	0	261	0	0	261	7,500	3.48	3.48	
712	Snow Removal	0	0	129,866	0	129,866	250,728	51.80	51.80	
740	Sidewalks	0	2,195	0	0	2,195	55,000	3.99	3.99	
750	Street Construction	0	32,762	0	0	32,762	711,000	4.61	4.61	
760	Engineering	68,689	11,131	0	0	79,820	490,437	16.28	16.28	
770	Airport	0	8,386	0	0	8,386	70,490	11.90	11.90	
790	Parking System	9,237	726	0	0	9,963	60,117	16.57	16.57	
200	PUBLIC WORKS	283,014	187,942	130,172	0	601,128	3,984,619	15.09	15.09	
300	HEALTH AND SOCIAL SER	54,120	97,821	0	0	151,941	1,167,344	13.02	13.02	
210	Community Health	54,120	97,821	0	0	151,941	1,167,344	13.02	13.02	
480	Senior Citizens Prog	0	8,612	0	0	8,612	137,732	6.25	6.25	
550	Electrical Inspectio	13,186	44	0	0	13,230	76,174	17.37	17.37	
560	Building Inspection	32,937	616	0	0	33,553	188,728	17.78	17.78	
561	Rental Inspection	17,803	2,402	0	0	20,205	93,877	21.52	21.52	
581	Nuisance Cleanup	0	2,686	0	0	2,686	43,295	6.20	6.20	
300	HEALTH AND SOCIAL SER	118,046	112,181	0	0	230,227	1,707,150	13.49	13.49	
400	CULTURE AND RECREATIO	136,351	28,277	22,908	0	187,536	1,039,050	18.05	18.05	
310	Library	136,351	28,277	22,908	0	187,536	1,039,050	18.05	18.05	
330	City Band	6,253	441	0	0	6,694	9,688	69.10	69.10	
340	Fisher Community Cen	0	19,190	0	0	19,190	76,760	25.00	25.00	
410	Parks	101,526	34,461	958	0	136,945	827,476	16.55	16.55	
420	Recreation	6,583	8,213	0	0	14,796	171,154	8.64	8.64	
421	Playgrounds/School	54,507	12,425	0	0	66,932	189,440	35.33	35.33	
440	Swimming Pools	11,200	85,616	0	0	96,816	219,183	44.17	44.17	
451	Coliseum	2,605	2,248	0	0	4,853	50,202	9.67	9.67	
460	Convention & Tourism	0	0	0	0	0	260,390	.00	.00	
545	Cable TV	9,675	2,983	0	0	12,658	51,620	24.52	24.52	

844, 999
For the Two Months Ending August 31, 2015

DESCRIPTION	PERSONAL SERVICES	OPERATING	CAPITAL OUTLAY	DEBT/OTHER COSTS	EXPENSES TOTAL	BUDGET ORIGINAL	% USED
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400	CULTURE AND RECREATIO	328,700	193,854	23,866	546,420	2,894,963	18.87 %
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580	Community Beautifica	1,185	1,445	0	2,730	20,796	13.13 %
660	Economic Development	0	50,675	0	50,675	94,000	53.91 %
690	Housing	34,612	148,438	0	183,050	1,146,769	15.96 %
715	Tree Removal/Maint	1,604	0	0	1,604	0	.00 %
870	Planning & Zoning	5,028	597	0	5,625	203,014	2.77 %

500	COMMUNITY AND ECONOMI	42,429	201,255	0	243,684	1,464,579	16.64 %
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810	City Council	4,441	0	0	4,441	25,407	17.48 %
820	Technical Services	19,490	173	0	19,663	115,622	17.01 %
830	Mayor	1,592	71	0	1,663	13,867	11.99 %
831	City Administrator	22,679	77	0	22,756	132,532	17.17 %
840	City Clerk	14,675	10,943	0	25,617	147,906	17.32 %
850	Finance	103,664	11,875	0	115,539	675,826	17.10 %
860	Legal	0	10,977	0	10,977	90,000	12.20 %
880	City Hall	2,085	12,664	0	14,749	56,400	26.15 %
889	Elections	0	0	0	0	8,900	.00 %
890	General Government	0	5,757	406	6,163	168,063	3.67 %
891	Data Processing	22,900	12,275	6,301	41,476	212,342	19.53 %

600	GENERAL GOVERNMENT	191,526	64,812	6,301	263,044	1,646,865	15.97 %
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700	BUSINESS TYPE	408,561	677,683	324	80,596	1,167,164	14,267,363	8.18 %
180	Flood Control	0	0	0	0	0	1,380,000	.00 %
430	Pool Concessions	7,703	8,475	200	0	16,378	42,656	38.40 %
440	Swimming Pools	0	6,600	0	0	6,600	0	.00 %
520	Sewage Treatment	207,693	171,933	0	80,596	460,222	4,536,169	10.15 %
531	Storm Sewer - WPCP	45,930	8,997	78	0	55,005	616,965	8.92 %
532	Dike Maintenance	3,420	4,408	0	0	7,828	42,643	18.36 %
533	Storm Sewer - Permit	0	0	0	0	0	8,000	.00 %
540	Solid Waste	5,499	7,655	0	0	13,154	55,561	23.67 %
590	Sanitary Sewers	56,954	449,781	46	0	506,781	6,811,865	7.44 %
780	Bus	81,362	19,834	0	0	101,196	773,504	13.08 %

800	DEBT SERVICE	0	0	0	0	0	3,467,146	.00 %
990	Intragovernmental Se	0	0	0	0	0	3,467,146	.00 %
900	CAPITAL PROJECTS	0	0	0	0	0	3,467,146	.00 %

DESCRIPTION	PERSONAL	OPERATING	CAPITAL	DEBT/OTHER	TOTAL	ORIGINAL	% USED
110 Police Administration	0	4,981	0	0	4,981	16,500,000	.03 %
410 Parks	0	415	0	0	415	427,051	.10 %
530 Storm Sewer - Engine	0	0	0	0	0	550,000	.00 %
580 Community Beautifica	0	111	799	0	910	3,000	30.33 %
710 Street Maintenance	0	246,986	0	0	246,986	0	.00 %
750 Street Constuction	0	2,959	0	0	2,959	500,000	.59 %
770 Airport	0	1,520	0	0	1,520	5,000	30.40 %
900 CAPITAL PROJECTS	0	256,972	799	0	257,771	17,985,051	1.43 %
2015	2,837,471	1,875,296	274,789	81,001	5,068,557	56,913,076	8.91 %

For the Period Ending August 31, 2015

DESCRIPTION	REVENUE	EXPENSES
101 - GENERAL	397,202	1,119,032
150 - CAPITAL RESERVE FUND	7	32,747
151 - CASH FLOW RESERVE FUND	172	0
152 - COLISEUM ACTIVITY	2,717	1,920
153 - BLDG MAINT FUND	99	0
201 - GRANTS FRM STATE AGENCY	1	0
204 - HERSHEY RECREATION	1	0
205 - EMERGENCY FUND	0	0
206 - ROAD USE TAX	381,637	101,432
218 - COPS FAST GRANT	8,559	3,405
219 - DEPT OF JUSTICE GRANTS	0	0
220 - POLICE UNDESIGNTD GRANTS	237	11,409
221 - EMPLOYEE BENEFIT FUND	0	0
223 - POLICE/FIRE RETIREMENT	78	0
230 - POLICE DONATION FUND	10,675	7,969
233 - SOFTBALL ASSOCIATION	5,131	14,294
235 - FIRE DEPT DONATION FUND	1	53
236 - M'TOWN TENNIS ASSOC	0	168
238 - CITY TORT LIABILITY	1,059	0
240 - FIRE DEPT GRANTS	141,993	0
242 - LIBRARY DONATION FUND	444	198
246 - SEIZED ASSETS FUND	17	0
247 - P & R DONATION FUND	1,526	917
248 - ECONOMIC DEVELOPMENT	10	0
249 - SUBDIVIDER ESCROW	2	0
250 - TAX INCREMENT FINANCING	41	0
271 - HOUSING GRANTS	300	441
276 - LEAD GRANT #4	96,551	0
277 - HUD EDI GRANTS	0	200
278 - LOW RENT VOUCHER PROGRAM	85,824	87,859
281 - CDBG NSP HSNB	0	713
282 - HUD LEAD MATCH	0	0
283 - LEAD GRANT #5	72,614	42,530
290 - E911 SURCHARGE	32,953	10,705
291 - LOCAL OPTION SALES TAX	266,838	0
311 - GO BONDS DEBT FUND	10	0
401 - BIKE PATH - PHASE II	20	415
416 - FEDERAL STREET GRANTS	0	0
450 - CIP COLLECTION FUND	113	0
460 - AIRPORT PROJECT	0	980
462 - SPEC ASSMNT PROJECTS	0	0
471 - POLICE AND FIRE BUILD	22	0
473 - 2014 GO BONDS	363	246,777
477 - TREES FOREVER PROJECT	1	799
489 - CAPITAL STREET PROJECTS	37	0
490 - GO BOND CAPITAL PRJS	0	0
491 - TIF DISTRICT II CAP PRJ	0	2,784
492 - TIF DISTRICT 3 CAP PRJS	2	0
494 - PUBLIC WORKS FACILITY	4	0
510 - STORM SEWER	68,024	24,188
520 - WPCP OPERATING FUND	0	217,318

For the Period Ending August 31, 2015

DESCRIPTION	REVENUE	EXPENSES
521 - WPCP REVENUE FUND	529,111	0
522 - WPCP SEM REV FUND	6,000,000	82,750
526 - WPCP CAP IMPR RESERVE	235	0
528 - SANITARY SEWER REHAB	29	63,291
529 - SEWER NEW CONSTRUCTION	0	0
530 - COMPOSTING	7,243	10,133
540 - PAR CONCESSIONS	6,095	7,360
550 - TRANSIT OPERATING	52,933	42,397
681 - OCCUP INSUR ESCROW	29	2,273
684 - GRP HEALTH INS ESCROW	220,405	227,681
686 - W.C. DEDUCTIBLE	8	0
801 - POLICE PENSION	0	729
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	8,391,373.00	2,365,867.00



Inglede Storm Sewer Rehabilitation



COUNCIL PROCEEDINGS
October 26, 2015

The Marshalltown City Council met in regular session on October 26, 2015, at 5:30 PM, in the Council Chambers at City Hall. Mayor Lowrance called the meeting to order and led the Pledge of Allegiance.. Employees were honored for service, Police Lt. Ron Ohrt, 30 years and Transit Operator Julie Rhoads, 5 years. Mayor Lowrance thanked Great Western Bank for their \$2500 donation toward the police department's body camera project. Present: Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin. Schubert moved to approve the agenda, second by Greer. Motion approved 7-0.

CONSENT AGENDA:

Martin moved to approve the Consent Agenda, Approve Council meeting Minutes of October 12, 2015; Approve Bill List in the amount of \$1,060,935.26; Receipt of September 2015 Building Report; Appoint Christopher Theissen to the Library Board, term expires 7/1/2017, filling remainder of Thomas Colbert's term; Approve purchase of used vehicle for detectives, 2011 Dodge Nitro from Ken Wise, \$18,700, within capital improvement plan budget of \$20,000; Resolution 2015-183 Declaring Surplus, 1995 Chevy S10, authorizing sale and disposal thereof; Resolution 2015-184 Approving Change Order #1, South 7th Avenue Improvement Project 76015013, in the amount of \$1,809.80; Resolution 2015-185 Approving Certificate of Completion and Final Project Costs, South 7th Avenue Improvement Project 76015013, in the amount of \$59,909.80; Resolution 2015-186 Approving Memorandum of Understanding with Hardin County relating to the development of the Iowa River Trail; Resolution 2015-187 Approving 28E Agreement with the State of Iowa for Tobacco Enforcement, fiscal year ending 6/30/2016; second by Lamer. Consent agenda adopted 7-0.

REPORT:

Val Ruff updated the council on the Marshall County Arts & Culture Alliance activities, being October is Arts & Humanities month. Ken Vinson reviewed the Alliant Energy project progress.

MOTION

Schubert moved to approve an additional date for Hy-Vee transfer to Elmwood Country Club, November 5, second by Greer. Motion carried 7-0.

RESOLUTIONS:

Lamer moved to adopt Resolution 2015-188 Awarding Sale of General Obligation Corporate Purpose Bonds, Series 2015, principal amount of \$2,000,000, awarding sale to UMB Bank of Kansas City, Missouri, final interest cost of 1.4802%, second by Gowdy. Maggie Burger, Vice President – Speer Financial, was present to review the nine bids submitted and recommended award to the lowest bidder. Resolution adopted 7-0.

FUTURE AGENDA ITEMS DISCUSSION:

The council discussed the following items to be addressed at a future meeting: Police and Fire Building Design – Project Kickoff: Architects Prochaska and Associates – representatives Field and Riley were present to review the project schedule for phase 1, pre-bond referendum services, with the goal of exploring options, use of focus groups, and budget considerations for essential facility requirements, with site option refined after the committee selects site. Prochaska representatives made it clear to the council the pre-bond referendum services includes community education and will be completed by May 2016, with the goal of voter referendum for the project held in August 2016; MCBBD Director Etter asked the council to continue funding the Façade Improvement in the downtown area, 18 projects have been funded by the city, total city funds \$246,798, with private investment of over \$11 million, the project provides future investors leverage in the regulated historic district; Nate McCormick reviewed a design change in the pedestrian alley / walkway near 20 W Main Street, focus on defining the space as a walkway, goal being to make it attractive to walk downtown and the question for the council is if the alley should be sold to the MCBBD, reserving utility easement; Parks Director Gray reviewed the proposal to shift administration of the softball activity to a new Board of Directors, to direct the league's activities, determine game and tournament schedules and provide budgetary input to the city regarding program needs. The city retains control of the program and grounds; Public Works Director Nickel recommended approval of the following easements for the Turner Street interceptor project, permanent and temporary construction easements, project 59012009, total \$23,180.00; River Oaks IHA, Limited Partnership, \$16,800.00; River Birch IHA Limited Partnership, an Iowa Limited Partnership \$2,050.00; Ricky G. Nelson & Linda M. Nelson, \$430.00; Joseph T. Ryerson & Sons, Inc., \$3,200.00; M. Gervich & Sons, Inc., \$700.00; Nickels recommended ordering construction, of the Ingledue Street storm water improvement, near 2nd Avenue intersection, project #29108009, approximate cost of \$1.1M, bids due early in December, major street work commencing after school closes in 2016; Acting Finance Director DeMoss presented the August Financial reports.

PUBLIC COMMENT

Public Works Director announced East Olive Street will be closed due to developer's work, Library Friends Member David Giese encouraged individuals to vote for the library levy and to see the Dust Bowl traveling exhibit.

ADJOURNMENT

With no further action the meeting adjourned at 7:21 PM.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

COUNCIL PROCEEDINGS
October 26, 2015

ATTEST:

James L. Lowrance, Mayor

Shari L. Coughenour, CMC, City Clerk



COUNCIL AGENDA

CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET

OCTOBER 26, 2015, 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:

Donation – Great Western Bank, body camera fund

Years of Service Recognition

Police Lt. Ron Ohrt – 30 years

Transit Operator Julie Rhoads – 5 years

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 October 12, 2015.
2. Approve Bill List in the amount of \$1,060,935.26
3. Receipt of September 2015 Building Report.
4. Appoint Christopher Theissen to the Library Board, term expires:
5. Approve purchase of used vehicle for detectives, 2011 Dodge Nitro from Ken Wise, \$18,700, within capital improvement plan budget of \$20,000.
6. Resolution 2015-183 Declaring Surplus, 1995 Chevy S10, authorizing sale and disposal thereof.
7. Resolution 2015-184 Approving Change Order #1, South 7th Avenue Improvement Project 76015013, in the amount of \$1,809.80.
8. Resolution 2015-185 Approving Certificate of Completion and Final Project Costs, South 7th Avenue Improvement Project 76015013, in the amount of \$59,909.80.
9. Resolution 2015-186 Approving Memorandum of Understanding with Hardin County relating to the development of the Iowa River Trail.
10. Resolution 2015-187 Approving 28E Agreement with the State of Iowa for Tobacco Enforcement, fiscal year ending 6/30/2016, \$50 per compliance check (renewal)

(end of consent agenda items)

REPORT:

11. Marshall County Arts & Culture Alliance Report – Val Ruff
12. Alliant Energy project update – Kenn Vinson

Visit www.ci.marshalltown.ia.us

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



MOTION:

13. Approve additional date for Hy-Vee transfer to Elmwood Country Club, November 5.

RESOLUTIONS:

14. Resolution 2015-188 Awarding Sale of General Obligation Corporate Purpose Bonds, Series 2015, principal amount of \$2,000,000. Bidding begins at 10:30 am, Monday, October 26. Final information available after bid closes.

Purchaser: _____

Final interest cost: _____

DISCUSSION: Next agenda in process

1. Police and Fire Building Design – Project Kickoff: Architects Prochaska and Associates
2. Façade Improvement Committee request to extend funding
3. Discussion of current agreement with Marshalltown Central Business District, relating to the North / South pedestrian alley adjacent to 20 W Main Street, for seating and possible event use.
4. Parks Department, establishment of a Marshalltown Softball Board of Directors to direct the league's activities and provide budgetary input to the city.
5. Turner Street interceptor project, permanent and temporary construction easements, project 59012009, total \$23,180.00
 - a. River Oaks IHA, Limited Partnership,\$16,800.00
 - b. River Birch IHA Limited Partnership, an Iowa Limited Partnership.....\$2,050.00
 - c. Ricky G. Nelson & Linda M. Nelson,\$430.00
 - d. Joseph T. Ryerson & Sons, Inc.,\$3,200.00
 - e. M. Gervich & Sons, Inc.,\$700.00
6. Order Construction, Ingledue Street storm water improvement, project #29108009.
7. August Financial reports

PUBLIC COMMENTS:

ADJOURNMENT:

Visit www.ci.marshalltown.ia.us

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



COUNCIL PROCEEDINGS

October 12, 2015

The Marshalltown City Council met in regular session on October 12, 2015, at 5:30 PM, in the Council Chambers at City Hall. Mayor Lowrance called the meeting to order and led the Pledge of Allegiance. Chief Tupper presented information on the Crimestoppers program. Terry Gray presented Certificates of Appreciation along with the Mayor to volunteers who have worked with the Sustainable Urban Forestry Training and Assistance Grant. Present: Gowdy, Hoop, Lamer, Martin, Schubert, Wirin and Greer. Schubert moved to approve the agenda, second by Greer. Motion approved 7-0.

CONSENT AGENDA:

Lamer moved to approve the Consent Agenda, removing item #5 the façade grant application for 207 E. Church Street from the consent agenda: Approve Council meeting Minutes of September 28, 2015, and special meeting of October 5, 2015.; Approve Bill List in the amount of \$1,378,347.76.; Appoint Megan Bell to Library Board, replacing Sue Fink, term expires in 6 years; Receipt of List of Purchases and Vertical Public Improvements between \$10,000 and \$35,000 approved by City Administrator, Engineered Equipment Solutions for sanitary sewer utility, skimmer pipe: \$26,900.00; Instrument Control Systems for sanitary sewer utility, Ethernet switches: \$15,594.00; Shand & Jurs for sanitary sewer utility, condensate sediment trap \$11,000.; Approve July 2015 financials; Resolution 2015-167 Declaring certain property surplus and authorizing sale and disposal in accordance with established guidelines, being a parks department 1996 Ford Windstar (mileage 102k, acquisition cost \$9,050) and obsolete self contained breathing apparatus.; Resolution 2015-168 Approving renewal of People Rides Contract for Transportation services with Region 6, for paratransit and premium ride demand response.; Resolution 2015-169 Approving Transportation services contract renewal with TMS Management, providing non-emergency medical transportation service for eligible Medicaid participants.; Resolution 2015-170 Approving Certificate of Completion and final project costs of \$231,461.00, Alliant Sewer Extension project 66013014, with Raccoon Valley Contractors.; Resolution 2015-171 Approving the Agreement with the Iowa Department of Transportation, General Aviation Vertical Infrastructure grant assistance application, to pave the remaining six stalls of the t-hangar floor, 85% reimbursement up to \$80,325.; Resolution 2015-172 Approving Iowa Department of Transportation Surface transportation program agreement for HMA resurfacing with milling from 500 feet East of 18th Ave to 1.5 miles east on East Main Street, project 76015008; Resolution 2015-173 Approving Iowa Department of Transportation Surface transportation program agreement for PCC Patching on South 18th Avenue from East Main Street south to Highway 30, project 76015009.; Resolution 2015-174 Approving Iowa Department of Transportation Surface transportation program agreement for HMA resurfacing with milling on Iowa Avenue East from South Center Street to South 18th Avenue, project 76015010; Resolution 2015-175 Approving Proposal for IT services with BDH Technology, for a 2 year term, \$130,560.; Liquor License applications: NEW: Alcohol permit for Palacios, Inc., dba Rancho Adelinas, 101 N Center Street; second by Wirin. Consent agenda adopted 7-0.

MOTION

Wirin moved to approve the Façade Grant Application, 207 E Church Street, Bright Futures, LLC, reimbursable improvement amount not to exceed \$2,583.75, located in TIF District #4, second by Greer. Hoop disagreed that there should be funding available for maintenance type of work. Wirin commented that supports the need for an incentive to support the work owners are doing. Motion carried, 6-1, with Hoop dissenting.

RESOLUTIONS:

Schubert moved to adopt Resolution 2015-176 Approving Architectural Services Agreement with Prochaska & Associates, proposed Police & Fire building project 14013020, \$75,000, second by Wirin. Justin Nickel presented information on the agreement negotiated by staff to include work up to the bond referendum. Lamer confirmed that this includes site investigation. Nickel corrected the total contract to include \$75,000 for design and \$7,500 for reimbursables totaling \$82,000. Resolution adopted 7-0.

Lamer moved to adopt Resolution 2015-177 Resolution 2015-177 Accepting Bid and Authorizing the Award of Contract for the 18th Avenue Improvements project 76015011, with Boulder Contracting in the amount of \$148,883.55, second by Wirin. Justin Nickel indicated this will cover the Menards turn lanes and the additional cost is covered by the developer. Resolution adopted 7-0.

Wirin moved to adopt Resolution 2015-178 Resolution 2015-178 Approving Contract and Bond for the 18th Avenue Improvements project 76015011, with Boulder Contracting in the amount of \$148,883.55, second by Martin. Lamer asked if construction will take place this fall, Nickel confirmed yes, pending weather. Resolution adopted 7-0.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open at 5:56 PM regarding Resolution 2015-179 Approving Amendment 2015-A to the Plan of Urban Renewal Area 3, relating to Teamwork-1, LLC, and Bobcat Academy. Tom Deimerly was present to discuss the project and the amendment to the plan. A consultation meeting was held with other taxing bodies as required with no comments. There were no written or public comments. Mayor Lowrance declared the public hearing closed at 5:58 PM.

Lamer moved to adopt Resolution 2015-179 Approving Amendment 2015-A to the Plan of Urban Renewal Area 3, relating to Teamwork-1, LLC, and Bobcat Academy, second by Greer. Resolution adopted 7-0.

COUNCIL PROCEEDINGS
October 12, 2015

PUBLIC HEARING

Mayor Lowrance declared the public hearing open at 5:59 PM regarding Resolution 2015-180 Approving Development Agreement, with Teamwork-1, LLC, relating to Bobcat Academy, in Urban Renewal Area 3, Authorizing Tax Increment Payments and Pledging Certain Tax Increment Revenues, providing for certain incentives in the form of economic development payments, a rebate of the incremental property tax payments paid by the Developer for a period of six years, in an amount not to exceed \$125,000, as authorized by Section 403.9 of the Code of Iowa. There were no written or public comments. Mayor Lowrance declared the public hearing closed at 6:00 PM.

Schubert moved to adopt Resolution 2015-180 Approving Development Agreement, with Teamwork-1, LLC, relating to Bobcat Academy, in Urban Renewal Area 3, Authorizing Tax Increment Payments and Pledging Certain Tax Increment Revenues, providing for certain incentives in the form of economic development payments, a rebate of the incremental property tax payments paid by the Developer for a period of six years, in an amount not to exceed \$125,000, as authorized by Section 403.9 of the Code of Iowa, second by Greer. Resolution adopted 7-0.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open at 6:01 PM regarding Resolution 2015-181 Approving Preliminary Official Statement for \$2,00,000 General Obligation Corporate Purpose Bonds, Series 2015, intent to enter into the Loan Agreement and issue the Bonds in the future, and authorize the use of the Preliminary Official Statement by Speer Financial, the City's financial advisor, for the purpose of paying the cost, to that extent, of constructing street and related improvements and financing a program for the removal of dilapidated or dangerous buildings, pursuant to Section 384.24A of the Code of Iowa. Brian DeMoss presented information about the intent to issue bonds and that the statement includes current financial and demographic data. There were no written or public comments. Mayor Lowrance declared the public hearing closed at 6:02 PM.

Martin moved to adopt Resolution 2015-181 Approving Preliminary Official Statement for \$2,00,000 General Obligation Corporate Purpose Bonds, Series 2015, intent to enter into the Loan Agreement and issue the Bonds in the future, and authorize the use of the Preliminary Official Statement by Speer Financial, the City's financial advisor, for the purpose of paying the cost, to that extent, of constructing street and related improvements and financing a program for the removal of dilapidated or dangerous buildings, pursuant to Section 384.24A of the Code of Iowa, second by Gowdy. Resolution adopted 7-0.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open at 6:03 PM regarding Resolution 2015-182 Approving Plans and Specifications, form of contract and cost for the South East South Street Extension project 66013008. Justin Nickel presented plans and specifications for the segment between 18th Avenue and 14th Avenue. Site work is underway at the business location and water work will begin this fall with street work in the spring. There were no written or public comments. Mayor Lowrance declared the public hearing closed at 6:04 PM.

Lamer moved to adopt Resolution 2015-182 Approving Plans and Specifications, form of contract and cost for the South East South Street Extension project 66013008, second by Wirin. Resolution adopted 7-0.

FUTURE AGENDA ITEMS DISCUSSION:

The council discussed the following items to be addressed at a future meeting: Police department purchase of used vehicle for detectives.; 7th Avenue Improvement Project 76015013— Change Order #1 - \$1,809.80 and Engineer's Certificate of Completion, final cost \$59,909.80; Declare Surplus – 1995 Chevy S10 with approximately 71,000 mileage, used in parks department; Memorandum of Understanding with Hardin County relating to the development of the Iowa River Trail.

PUBLIC COMMENT

Debra Tharp, 1704 W. Lincoln Way commented on behalf of the Library levy ballot measure as a Friends of the Library board member. She discussed current usage of the library for various activities and proposed opportunities. She requested favorable support at the upcoming election.

Chief Tupper spoke about the ongoing annual conference being held in town hosted by the Fraternal Order of Police and about Domestic Violence Awareness Month.

Councilman Lamer commented on a recent meeting with Fisher representatives about employee recruitment and the need for great things such as Bobcat Academy, the Trail system and the Library.

Michelle Spohnheimer presented information about the Lead Hazard Control Program as part of Lead Poisoning Prevention month.

ADJOURNMENT

With no further action the meeting adjourned at 6:26 PM.

Respectfully submitted,

Michelle Spohnheimer, Housing & Community Development Director
CITY OF MARSHALLTOWN



Board and Commission Roster

Library Board of Trustees

Department: Library

Dept. Phone: (641) 754-5738

The Marshalltown Public Library Board of Trustees consists of six city and one rural Marshall County residents with a term of six years. The Board sets library policy, establishes an annual budget, approves all expenditures, and supervises the library's director. The Board has charge, control and supervision of the Public Library, its appurtenances, fixtures and rooms containing the same. Directs and controls all the affairs of the Library.

<u>Term End</u> <u>Date</u>	<u>Member Contact Information</u>		
9/1/2021	Megan Bell 2015 S 5th Ave	(641) 752-1401 (641) 481-5299	bellhouse12@aol.com <i>replaces Sue Fink</i>
9/1/2015	Barbara Burt 2755 170th Street	(641) 753-1185	Need email <i>County Representative</i>
7/1/2019	Maureen Lyons 2002 Elmcrest Drive	(641) 752-3137	Need email <i>President</i>
7/1/2017	Ronnie Manis		Need email <i>replaced Glenn Ytzen</i>
7/1/2018	Leah Mattox 1906 W Olive Street	(641) 752-5767 (641) 751-7240	Need email
7/1/2017	Christopher Theissen 1500 Lincoln Towers Circle #501	(641) 691-1158 (641) 754-2439	christopher.theissen@emerson.com <i>to fill remainder Thomas Colbert's term</i>
7/1/2017	Allan Robert Thoreson 504 Thomas Drive	(641) 753-7344	Need email

Friday, October 23, 2015

 the City of
Marshalltown

[illegible]

Building Division Improvement Value & Fee Summary - Sept. 2015

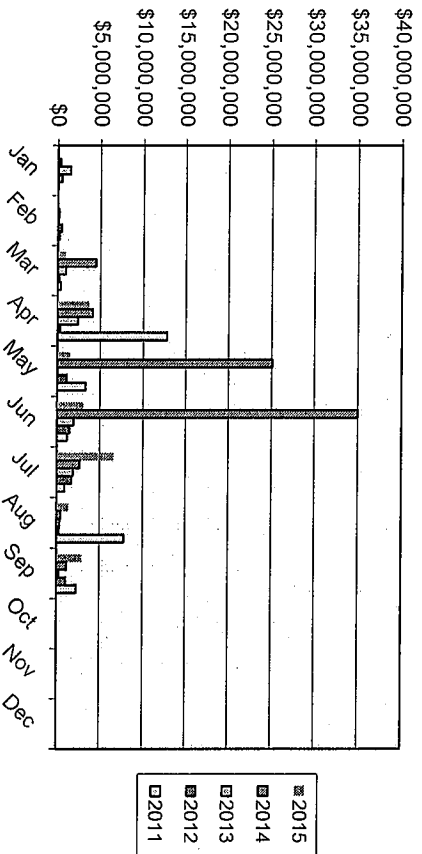
Total Improvement Value Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2015	\$0	\$57,000	\$941,000	\$3,671,000	\$1,516,000	\$3,067,000	\$6,572,000	\$1,391,000	\$2,944,000				\$20,159,000
2014	\$311,000	\$206,000	\$4,457,000	\$4,101,000	\$25,076,000	\$35,000,000	\$2,712,000	\$470,000	\$1,203,000				\$73,536,000
2013	\$1,470,000	\$101,000	\$953,000	\$2,413,000	\$91,000	\$1,952,000	\$1,922,000	\$373,000	\$308,000				\$9,583,000
2012	\$489,000	\$449,000	\$178,000	\$292,000	\$1,105,000	\$1,500,000	\$1,732,000	\$316,000	\$1,091,000				\$7,152,000
2011	\$30,000	\$211,000	\$382,000	\$12,768,000	\$3,274,000	\$1,187,000	\$917,000	\$7,834,000	\$2,318,000				\$28,921,000

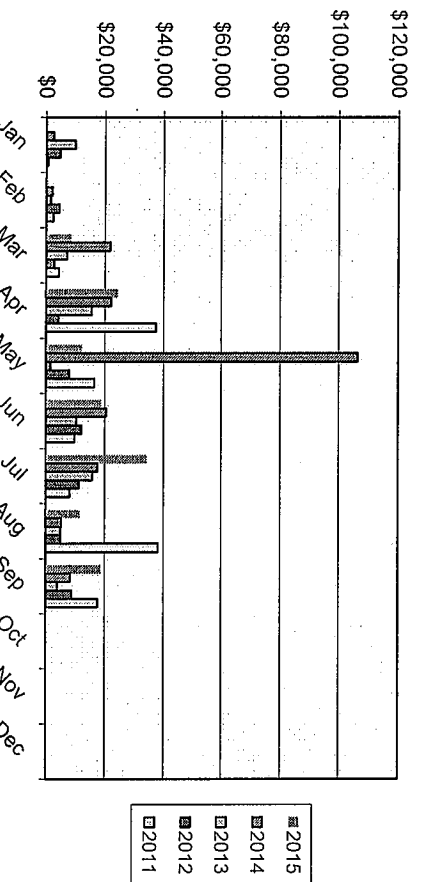
Total Fees Received Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2015	\$0	\$762	\$8,610	\$24,464	\$12,214	\$18,787	\$34,441	\$11,625	\$18,742				\$129,645
2014	\$2,414	\$1,980	\$21,811	\$22,054	\$106,382	\$20,451	\$17,496	\$5,278	\$8,360				\$206,226
2013	\$9,824	\$1,416	\$7,030	\$15,486	\$1,408	\$10,443	\$15,753	\$4,939	\$3,882				\$70,181
2012	\$4,789	\$4,470	\$2,640	\$4,259	\$7,811	\$12,060	\$11,267	\$4,962	\$8,788				\$61,046
2011	\$593	\$2,266	\$4,377	\$37,412	\$16,471	\$9,698	\$8,081	\$38,227	\$17,675				\$134,800

Total Improvement Value Comparison



Total Fees Received Comparison



 the City of
Marshalltown
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

Date: October 2, 2015
To: Chief Michael Tupper
From: Captain Christopher Jones
Subject: FY 2015 Detective Vehicle Purchase

For FY 2015-2016 the police department has been granted \$20,000.00 in CIP funding to purchase a police vehicle for our Detective Division. This purchase also includes all related equipment. The following vehicle has been recommended for replacement: 2006 Pontiac Grand Prix (110,087 miles).

Staff members have viewed and test driven several different vehicles. All dealers have been local vendors, Jensen Ford in Marshalltown, Luethje Auto in Marshalltown, and Ken Wise Dodge in Marshalltown.

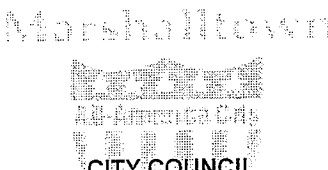
After reviewing a variety of models, our staff recommends a charcoal gray 2011 4.0 liter V-6 Dodge Nitro 4x4 (42,153 miles) from Ken Wise Dodge/Chrysler. The vehicle handled well and staff has been very happy with the Dodge Nitro we currently share with our city's Housing in Community Development Department. Public Works staff has evaluated the recommended vehicle and explained that the SUV was very clean and well maintained. This vehicle would provide adequate room for storage and seating, which has been a concern regarding our 2006 Pontiac Grand Prix.

It is my recommendation that the police department purchase a 2011 Dodge Nitro from Ken Wise Dodge/Chrysler for \$15,700 (minus tax, title, and license fees) after receiving \$1,000 for on our 2006 Pontiac Grand Prix on trade-in. The \$1,000 trade-in value for our Pontiac was a consistent figure given by all dealers we spoke with.

In addition to the purchase price, equipment will need to be acquired or reinstalled in the new vehicle (e.g. interior emergency lighting, radio and siren). Functional equipment currently installed in our 2006 Pontiac will be utilized first, but new equipment will need to be purchased. The estimated cost of removal, equipment purchase and installation will not exceed (\$3000.00). This would bring our vehicle project's total cost to **\$18,700 (minus the tax, title, and license fees)**. Well below our \$20,000 CIP budget. If you have any questions or concerns about this issue, please let me know.

Thank-you for your consideration,

Captain Christopher Jones


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

RESOLUTION DECLARING CERTAIN
PROPERTY SURPLUS PROPERTY AND AUTHORIZING SALE AND
DISPOSAL THEREOF.

WHEREAS a list of surplus equipment follows in Section 1 which is 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.

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

NOW, 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. 1995 Chevy S10, approx. mileage 71,000

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 ___ day of October, 2015, and signed this ___ day of October, 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

2015-184

RESOLUTION APPROVING CONTRACT CHANGE ORDER #1
FOR THE 2015 S 7TH AVE REPAIR PROJECT NUMBER 76015013
AN INCREASE OF 1,809.80

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Construct, Inc., of Marshalltown, IA, for the labor and material for the 2015 S. 7th Ave Repair, Project 76015013; and

WHEREAS An increase is requested to adjust for final quantities to successfully complete the project for the 2015 S 7th Ave Repair Project in the amount of \$1,809.80.

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

Section1. That the contract Change Order #1 for the 2015 S. 7th Ave Repair Project 76015013, in the increased amount of \$1,809.80 is hereby accepted and approved.

Passed this 26th day of October, 2015, and signed this _____ day of _____ 20____ .

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

CHANGE ORDER

OWNER: CITY OF MARSHALLTOWN, IOWA
DEPARTMENT OF PUBLIC WORKS

CONTRACTOR: CON-STRUCT, INC.
1710 E. MAIN STREET
MARSHALLTOWN, IOWA
50158

PROJECT: 2015 S 7TH AVENUE REPAIR

SUBJECT: **CHANGE ORDER #1**
FINAL QUANTITIES

PROJECT NUMBER 76015013

DATE: October 5, 2015

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

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

CONTRACT ITEMS AS BELOW:

7001) CONTRACT ITEM 1: Increase the amount of Excavation, Class 13 by 18.0 cubic yards.
7002) CONTRACT ITEM 2: Increase the amount of TriAx Geogrid Fabric by 22.0 square yards.
7003) CONTRACT ITEM 4: Increase the amount of 8" of Choke Stone Subbase by 62.4 square yards.
7004) CONTRACT ITEM 4: Increase the amount of HMA; 3", 3/4" Base Mix & 2", 1/2" Surface Mix and Asphalt Binder, PG 64-22 by 22.0 square yards.

B) REASON FOR ORDERING CHANGES OR EXTRA WORK:

CONTRACT ITEMS AS BELOW:

7001) CONTRACT ITEM 1: Quantity adjustment based on actual work complete for this bid item.
7002) CONTRACT ITEM 2: Quantity adjustment based on actual work complete for this bid item.
7003) CONTRACT ITEM 4: Quantity adjustment based on actual work complete for this bid item.
7004) CONTRACT ITEM 4: Quantity adjustment based on actual work complete for this bid item.

Original Contract Price: \$ 58,100.00
Change Order #1 Net Value: \$ 1,809.80
Final Contract Price: \$ 59,909.80

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

CONTRACTOR: CON-STRUCT, INC.

CITY ENGR: Justin Beckel

BY: [Signature]

DATE: 10/6/15

DATE: 10/5/15

PROJECT ENGR: _____

DATE: _____

2015-185

RESOLUTION APPROVING CERTIFICATE OF COMPLETION
AND FINAL PROJECT COSTS WITH CON-STRUCT, INC.,
IN THE AMOUNT OF \$59,909.80 FOR CONSTRUCTION OF THE
2015 S. 7TH AVE REPAIR PROJECT
IN THE CITY OF MARSHALLTOWN, IOWA,
BEING PROJECT NO. 76015013

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

WHEREAS, said project has been completed by Con-Struct, Inc., of Marshalltown, Iowa, pursuant to the plans and specifications covering said project.

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

That the labor and material for the 2015 S. 7th Ave Repair Project, being project number 76015013, is hereby accepted pursuant to the Engineer's Statement of Completion for the final project cost of \$59,909.80.

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

Passed this 26th day of October, 2015 and signed this ____ day of October, 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN, IOWA

CERTIFICATE OF COMPLETION AND FINAL ACCEPTANCE WORK

CONTRACTOR: CON-STRUCT, INC. PROJECT NO.: 76015013

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

SURETY: Merchants Bonding Company

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

KIND OF WORK: Asphalt Street Repair

CONTRACT COMPLETION DATE: September 30, 2015

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

On the above project, let August 10, 2015 and dated August 27, 2015 with an original contract amount of \$58,100.00 consisting of 2015 S 7th Avenue Repair Project and located in the City of Marshalltown was completed on the 30th day of September, 2015 and that the materials listed on the attached final estimate were delivered and placed by the Contractor.

Final Contract Amount: \$59,909.80 Liquidated Damages: None

Retainage less the liquidated damages: None

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

Signed: Justin E. Nickel Iowa Reg. No. 18950 Date: 10/6/15

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

**A RESOLUTION TO APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF MARSHALLTOWN AND HARDIN COUNTY RELATING TO THE
DEVELOPMENT OF THE IOWA RIVER TRAIL**

Whereas the City of Marshalltown and Hardin County (hereinafter referred to as "Owners") as owners of the 34 mile rail trail between Marshalltown and about County Highway S56 desire to coordinate efforts to develop and maintain the resource, and

Whereas the owners desire to establish a board to coordinate development and maintenance related functions.

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

This joint service agreement be made and entered into by the City Council of Marshalltown and the Hardin County Board of Supervisors.

Passed this 26th day of October 2015, and signed this ____ day of October 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

TO: Mayor, Council, and City Administrator

FROM: Terry Gray, Parks & Recreation

SUBJECT: Iowa River Trail MOU Hardin/Marshall

DATE: October 6, 2015

A joint committee of TRAILS, Inc. board members and Hardin County Trails Commission has been formed. This group, the Iowa River Trail Board, meets monthly to coordinate the development of the Iowa River Trail (IRT). In an effort to define the roles of the separate entities and the involvement of the Iowa Natural Heritage Foundation, a Memorandum of Understanding (MOU) between the City of Marshalltown and Hardin County, has been formulated. This document establishes some rules for the cooperation between the TRAILS, Inc. and the Hardin County Trails Commission, both of which are authorized by the owners of the IRT corridor.

This MOU has been reviewed by Marshalltown's city attorney and the Hardin County's attorney. It is anticipated that that Hardin County Supervisors will accept this MOU at its next meeting and it is hoped that the Marshalltown City Council will accept this MOU at the October 26, 2015, meeting.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MARSHALLTOWN AND
HARDIN COUNTY FOR DEVELOPMENT AND MAINTENANCE OF THE IOWA RIVER TRAIL**

Whereas the City of Marshalltown and Hardin County (hereinafter referred to as "Owners") as owners of the 34 mile rail trail between Marshalltown and about County Highway S56 desire to coordinate efforts to develop and maintain the resource, and

Whereas the owners desire to establish a board to coordinate development and maintenance related functions.

Now, This Joint Service Agreement is made and entered into, by and between the City Council of the City of Marshalltown and the Hardin County Board of Supervisors:

1. The City of Marshalltown will own approximately 12 miles of rail trail in Marshall County and Hardin County will own about 22 miles of trail in Hardin County.
2. Trail maintenance will be the responsibility of Trail Resources and Iowa Land Stewards, Inc. (TRAILS Inc.) in Marshall County and the Hardin County Trails Commission in Hardin County.
3. The project will consist of developing the 34 mile rail trail, repair and reconstruction of bridges and other activities deemed desirable and necessary to the successful development and maintenance of the recreational trail.
4. The recreational trail shall be hereinafter referred to as the **Iowa River Trail**.
5. The Iowa Natural Heritage Foundation shall serve as fiscal agent for private contributions and non-governmental grants to this project. Donors may contribute directly to INHF for Iowa River Trail. Donors may also contribute to TRAILS Inc. or Hardin County Trails Commission for the project; when they do, TRAILS Inc. and Hardin County Trails Commission will forward those private funds promptly to INHF for management on behalf of the project. INHF shall handle these restricted project funds according to professional accounting standards and provide monthly project accounting reports to the Iowa River Trails Board. Donations with further restrictions (i.e. geographic, maintenance vs construction, etc.) will be tracked by INHF to ensure their proper use in accord with the donor's intent. Payments from non-geographically restricted funds must be authorized by the Iowa River Trail Board and will be made by INHF from these restricted trail funds. Payments may be for construction, maintenance or other project expenses. Payments from geographically restricted funds must be authorized solely by the agency (TRAILS, Inc. in Marshall County and the Hardin County Trails Commission in Hardin County) responsible for the trail segment in said geographical area.
6. All state and federal grant sources will go to one of the Owners - City of Marshalltown or Hardin County. 100% of these funds will be used for Iowa River Trail construction and/or maintenance, as permitted under the funding agreement.
7. There shall be an Iowa River Trail Board of Directors (hereinafter referred to as "Board"). The powers of the Board include:
 - a. Recommend to the Owners a consulting engineer for specific defined projects;
 - b. Recommend to the owners goals for the corridor;
 - c. Approve Iowa River Trail project budgets and expenditures for unrestricted funds;
 - d. Coordinate funding and fundraising strategies, and approve intentions of municipal or nonprofit entities to proceed with fund raising and construction of different phases;
 - e. Trail surface types shall be recommended by the Iowa River Trail Board approved by Owners;

- f. Recommend state and federal sourced funding applications for different trail segments to the owners – no funding applications shall be submitted by any local government or group without the recommendation of the Board;
 - g. Coordinate publicity, media and marketing regarding the project, the corridor and fundraising;
 - h. Recommend non-motorized and motorized use policies of the trail and any associated policies to the owners;
 - i. Appoint Iowa River Trail Board committees or subcommittees;
 - j. The officers of Iowa River Trail Board shall be two Co-chairs, Secretary, and Treasurer;
 - k. Recommend policies about how the corridor is used and access across it to the owners;
 - l. Recommend which owner (City of Marshalltown or Hardin County) shall take the lead construction or engineering contracting, financial contract payment, grant responsibility on different construction and/or maintenance projects;
 - m. Establish trail maintenance policies to be carried out by the Hardin County Trails Commission and by TRAILS, Inc.;
 - n. Provide minutes, and financials to owners upon request; and
 - o. Recommend how joint grant funds are used.
8. The following shall be members of the Board: City of Marshalltown appointee, Hardin County appointee, the Iowa Natural Heritage Foundation designated member, a Region 6 representative, 3 members appointed by TRAILS Inc., and 3 members appointed by Hardin County Trail Commission. A quorum of the Board shall be six members and must consist of at least two members representing Marshalltown or TRAILS, Inc., two members representing Hardin County Trails Commission and the Iowa Natural Heritage Foundation representative. Conference call participation is acceptable. At least a 60% affirmative vote of the quorum is required for approval action on any business items.
9. All Iowa River Trail Board meetings shall be rotated between Marshall County and Hardin County, at locations that are ADA accessible and available for the public.
10. The Iowa River Trail Board shall meet at least annually and as often as necessary. There shall be one annual meeting where officers are elected. The annual meeting of the Board will be held prior to May 1 of each calendar year. There shall be at least a seven-day notice for the annual meeting. The board co-chairs shall indicate when and where the annual meeting is held. The annual meeting shall be in Marshalltown one year, next year in Hardin County, and continue with this rotating schedule. The board co-chairs shall determine other meetings as needed throughout the year. Notice for the meetings shall follow the Iowa Open Meetings Law. The Iowa River Trail Board Officers must be members of the Iowa River Trail Board and will be elected by other board members at the annual meeting. With the consent of the Board Co-chairs the INHF representative shall conduct meetings and appoint a stand-in when unavailable and will serve as board treasurer. Region 6 Planning Commission will serve as board secretary.
11. All meetings of the Board will be conducted in accordance with the Iowa Open Meetings Law. Meeting minutes and agendas will be sent to Hardin County and City of Marshalltown. The meeting agenda will be distributed at least 4 business days prior to a meeting. No action can be taken on business items that were not included in the agenda unless such actions would reasonably be considered a matter of individual ownership.
12. Board members will not receive any compensation for services.
13. Recommendation may be made by the Iowa River Trail Board to the Owners to amend, repeal and/or adopt a new agreement through a 60% vote of a quorum at any regular meeting or at any special meeting.
14. This agreement represents the entire agreement between the parties identified herein.

15. If any section, provision, or part of this agreement shall be found to be invalid or unconstitutional, such findings shall not affect the validity of the agreement as a whole or any section, provision, or part thereof not found to be invalid of unconstitutional.
16. The parties shall approve the agreement by resolution or motion of their respective board or council, which shall authorize the execution of this agreement. The agreement shall become effective when recorded in the recorder's office of the county or each party to the agreement and shall remain in effect unless terminated as provided herein.

HARDIN COUNTY, THE CITY OF MARSHALLTOWN, HARDIN COUNTY TRAILS COMMISSION, AND TRAILS INC. AFFIRMATIVELY STATE THAT THEY HAVE TAKEN ALL ACTION NECESSARY TO BE BOUND HERETO.

Hardin County Board of Supervisors

Date

Attest:

Name

Date

Mayor, City of Marshalltown

Date

Attest:

Name

Date

Hardin County Trails Commission

Date

TRAILS Inc.

Date

RESOLUTION APPROVING A CONTRACT
FOR TOBACCO ENFORCEMENT SERVICES
BETWEEN

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

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

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

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

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

Section 2. The Contract for Services shall begin on July 1, 2015, and continue through June 30, 2016, and remain in effect until the Contract is terminated by either party by written notice at least 30 days prior to the date of cancellation.

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

Passed this ___ day of October, 2015, and signed this ___ day of October, 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

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

SCHEDULE 1

THIS AGREEMENT is made and entered into on this _____ day of _____, 2015 by and between the Iowa Alcoholic Beverages Division ("ABD"), and the Marshalltown Police Department (The "Department"). The parties agree as follows:

RECEIVED

SEP 14 2015

SECTION 1. IDENTITY OF THE PARTIES.

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

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

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

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

SECTION 3. TERM. The term of the Agreement shall be from the aforementioned date through June 30, 2016, unless earlier terminated in accordance with the terms of the Agreement.

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

SECTION 5. RESPONSIBILITIES OF THE PARTIES.

5.1 Responsibilities of the Department.

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

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

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

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

The Department shall not begin to conduct any retailer compliance checks until October 1, 2015.

The compliance check shall be completed and submitted for reimbursement to ABD by **December 15, 2015**. The Department should try to complete a compliance check of all seasonal businesses such as golf courses, marinas and bait shops before the businesses close for the 2015 business year, but not before October 1, 2015.

The Department shall conduct a second compliance check on any retailer that is found to be non-compliant during the first inspection. The second compliance check on the non-compliant retailer shall be completed and entered no later than **March 15, 2016**.

Clerks that fail compliance checks shall be ticketed criminally.

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

If the Department fails to complete and submit reimbursement for compliance checks to ABD by **December 15, 2015**, ABD will consult with the Department to establish a plan for completing the remaining compliance checks. In the event that the Department fails to execute the agreed upon plan, the Department agrees that ABD may authorize the Iowa State Patrol or other law enforcement agency to conduct any remaining compliance checks.

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

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

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

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

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

5.2 **Responsibilities of the ABD.**

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

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

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

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

SECTION 6. PAYMENT TO DEPARTMENT.

- 6.1 Method of Payment. In consideration for providing the services required by the Agreement, the Department shall be paid on a flat fee basis of fifty dollars (\$50) per reported compliance check. The flat fee payment for each compliance check constitutes the full and exclusive remuneration for the compliance checks. For example, compensation of youth participants is the sole responsibility of the Department and is to be paid from the flat fee payment.
- 6.2 Eligible Claims. Compliance checks that are conducted on or after **October 1, 2015** are eligible for payment provided that the results are reported in accordance with Section 5. Any compliance checks that were funded by a non-departmental entity are not eligible for payment.
- 6.3 Allocations. The costs of the services referred to in Section 6.1 shall be allocated as follows:
- 6.3.1 Sole Activity. Money paid to the Department, pursuant to the Agreement, shall be used to fund overtime of full- or part-time peace officer positions solely for tobacco, alternative nicotine and vapor product enforcement activities described in the Agreement. Money also shall be used for compensation, if any, of youth participants. In addition, the Department may use money paid pursuant to the Agreement for reasonable Department expenditures, including, but not limited to, officer training and equipment, provided that such expenditures do not impair the Department's ability to perform tobacco, alternative nicotine and vapor product enforcement activities.
- 6.3.2 Payment in Arrears. The ABD may pay all approved invoices in arrears and in conformance with Iowa Code § 8A.514. The ABD, consistent with Iowa Code § 8A.514, may pay in less than the specified time period. Payment by the ABD in fewer than sixty (60) days, however, does not constitute an implied waiver of that Code section.

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

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

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

SECTION 10. TERMINATION.

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

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

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

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

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

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

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

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

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

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

SECTION 11. INDEMNIFICATION.

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

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

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

SECTION 12. CONTACT PERSON.

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

SECTION 13. CONTRACT ADMINISTRATION.

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

13.7 Not a Joint Venture. Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, association of any kind or agent and principal relationship between the parties. Each party shall be deemed an independent contractor acting toward the expected mutual benefits. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party to the Agreement.

13.8 Supersedes Former Agreements. The Agreement supersedes all prior Agreements between ABD and the Department for the services provided in connection with the Agreement.

13.9 Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of ABD and the Department, failure by any party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

13.10 Notices. Notices under the Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice hereunder. This person shall be the Contact Person. The effective date for any notice under the Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS. Failure to accept "receipt" shall constitute delivery.

If to ABD:

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

If to Department:

Chief Michael Tupper
Marshalltown Police Department
22 N. Center Street
Marshalltown, Iowa 50158
Email: mtupper@ci.marshalltown.ia.us

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

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

13.12 **Severability.** If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.

13.13 **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Agreement.

13.14 **Authorization.** Each party to the Agreement represents and warrants to the other that:

13.14.1 It has the right, power and authority to enter into and perform its obligations under the Agreement.

13.14.2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Agreement, and the Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

13.15 **Successors in Interest.** All the terms, provisions and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

13.16 **Record Retention and Access.** The Department shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to ABD throughout the term of the Agreement for a period of at least three (3) years following the date of final payment or completion of any required audit, whichever is later. The Department shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Department relating to orders, invoices, or payments or any other documentation or materials pertaining to the Agreement. The Department shall not impose a charge for audit or examination of the books and records.

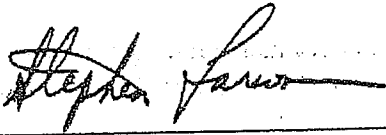
13.17 **Additional Provisions.** The parties agree that any Addendum, Rider or Exhibit, attached hereto by the parties, shall be deemed incorporated herein by reference.

13.18 **Further Assurances and Corrective Instruments.** The parties agree that they shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Agreement.

SECTION 14. EXECUTION.

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

By Alcoholic Beverages Division

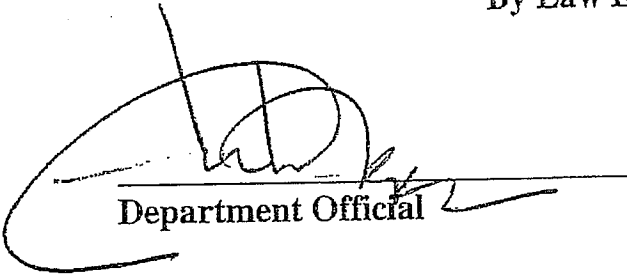


Stephen Larson, Administrator

9/14/15

Date

By Law Enforcement Agency



Department Official

09-09-15

Date

Alicia Hunter

Department Witness

9/9/15

Date

Row

Additional wine club date

From : Marshalltown - Wine & Spirits Manager <1403winespiritsmgr@hy-vee.com>

Tue, Oct 20, 2015 09:33 AM

Subject : Additional wine club date

To : Shari Coughenour <scoughenour@ci.marshalltown.ia.us>

Shari,

I would like to add an additional date to our wine club schedule for this year. Hy-Vee is planning a holiday show/Chamber Business to Business Showcase on Thursday, November 5th at Elmwood Country Club. We plan to serve wine at this event and it will be open to chamber members as well as wine club members. Everything we are doing will be similar to a wine club event so there are no other changes.

If possible could the council act on this request the same night it is presented due to the short time frame?

Thank you for your help with this. If you have any questions please call me at the store 752-4525.

Rob Van Horn
Hy-Vee Wine & Spirits Manager

Bond sale on October 26, 2015

From : Josten Robert <Josten.Robert@dorsey.com>

Tue, Oct 20, 2015 08:36 PM

Subject : Bond sale on October 26, 2015 1 attachment**To :** scoughenour@ci.marshalltown.ia.us, rwetmore@ci.marshalltown.ia.us,
bdemoss@ci.marshalltown.ia.us**Cc :** rschoell@ci.marshalltown.ia.us, mburger@speerfinancial.com,
cnielsen@speerfinancial.com

Attached to this email is a resolution that should be adopted by the Marshalltown city council on October 26 in order to award the sale of the City's General Obligation Bonds. Maggie Burger will give you the name of the purchaser to be inserted in the resolution, and, after I receive a report from Maggie, I will send you an updated resolution showing the name of the purchaser. Please contact me if there are questions.

Robert E. Josten
Partner

.....
DORSEY & WHITNEY LLP

801 Grand Suite 4100

Des Moines, IA 50309-8002

P: 515.283.1000 F: 515.283.1060 C: 515.556.8186

.....
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2015BondSale and Award Marshalltown422742-24-v1.doc42 KB

Row

RESOLUTION NO. _____

Awarding Sale of General Obligation Corporate Purpose Bonds, Series 2015

WHEREAS, the City of Marshalltown (the "City"), in Marshall County, State of Iowa, has heretofore proposed to enter into a General Obligation Loan Agreement (the "Loan Agreement") in a principal amount not to exceed \$2,000,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of financing the construction of street and related improvements and a program for the removal of dilapidated and dangerous buildings, and has published notice of the proposed action and has held a hearing thereon; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of General Obligation Corporate Purpose Bonds, Series 2015 (the "Bonds") to be issued in evidence of the City's obligation under the Loan Agreement were received and canvassed on behalf of the City and the substance of such bids noted in the minutes; and

WHEREAS, upon final consideration of all bids, the City's financial advisor has determined that the bid of _____ (the "Purchaser"), is the best, such bid proposing the lowest interest cost to the City;

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

Section 1. The City shall enter into the Loan Agreement with the Purchaser in substantially the form as will be placed on file with the Council, providing for a loan to the City in the principal amount of \$2,000,000, for the purposes set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Loan Agreement on behalf of the City, and the Loan Agreement is hereby approved.

Section 2. The bid of the Purchaser referred to in the preamble is hereby accepted, and the Bonds, in the principal amount of \$2,000,000 are hereby awarded to the Purchaser at the price specified in such bid, together with accrued interest.

Section 3. The form of agreement of sale (the "Sale Agreement") of the Bonds to the Purchaser is hereby approved, and the Mayor and City Clerk are hereby authorized to execute the Sale Agreement for and on behalf of the City.

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved October 26, 2015.

Mayor

Attest:

City Clerk

•••••

Upon motion and vote, the meeting was adjourned.

Mayor

Attest:

City Clerk



10/19/2015

Mayor Jim Lowrance
City of Marshalltown
24 N Center St
Marshalltown, IA 50158

Dear Jim,

On behalf of the Façade Improvement Committee aka Downtown Incentive Committee, I am writing to you today to ask the City of Marshalltown to extend funding of our program so we can continue to provide support for building façade improvements and code upgrade on downtown buildings.

Since the inception of this program, 18 building renovation projects were granted over \$250,000 for the improvement of facades and building code upgrades. This money has been leveraged against private dollars amounting to over \$11,000,000 of investment. We literally have seen building improvements from one end of Main Street Historic District to the other (3rd Ave-3rd St.). These funds give building owners the incentive needed in taking on the huge task of renovation. This also gives developers and investors assurance that the City of Marshalltown is committed to supporting these large projects. Without the support of the City these historic buildings would continue to deteriorate from weather and age needing more funding as the years go on. Restoring the downtown, providing incentive to new business owners, and providing Marshalltown with a beautiful City core are goals the community supports financially and by volunteering their time and concerted efforts.

We would ask that the council would approve \$50,000 again going into the new year. In this way we will have laid proper ground work to allow multiple projects to take place. We feel the \$50,000 level is adequate so far, and would hope we can come back to request more funding if needed in the future.

Thank you for your consideration of this request.

Sincerely,

Jenny Etter, Director MCBF, Committee Member
Doug Husak, Chair
Stephen Troskey, Committee Member
Grant Primus, Committee Member
Kileen Rezac, Committee Member

Main Street Program, Façade and Code Grants - since inception

<u>Year</u>	<u>Address</u>	<u>Owner</u>	<u>Grant Amount</u>	<u>Total Investment</u>
2006	36 E Main St	Those Ink Guys	\$5,003	\$20,015
2007	219 E Main St	Bob's Furniture	\$7,110	\$30,325
2007	117 W Main St	Mike's Bikes	\$7,395	\$31,927
2008	118 W Main St	Headliner	\$5,743	\$22,973
2010	107 N Center St	Showroom Auto	\$21,698	\$179,528
2010	118 E Main St	Peglow Law	\$8,500	\$49,545
2010	101 W Main St	Devaul Inc	\$14,994	\$105,000
2010	23 W Main St	Lillie Mae, \$3060	Approved, not funded	
2010	5 W Main St	Ocean City	\$16,693	\$91,243
2011	4 E Main St	Zamora Market	\$2,688	\$50,000
2012	5 W Boone St	Anderson	\$17,400	\$160,609
2013	134 E Main St	Common Bond	\$45,500	\$8,000,000
2013	119 E Main St	Kester	\$20,000	\$160,000
2014	105 W Main St	McGregor - Antique	\$12,500	\$180,000
2015	125-131 E Main St	Hagstrand - Kibbey	\$33,250	\$1,425,560
2015	208 E Church St	Benscoter	\$20,000	\$490,000
2015	16 E Main St	CGA	\$5,740	\$22,960
2015	207 E Church St	Church St Plaza-Cliftons	<u>\$2,584</u>	<u>\$29,622</u>
Totals =			\$246,798	\$11,049,307
Total allotment to date			<u>\$250,000</u>	
Unallocated Funds =			\$3,202	

Anticipated Future Needs:

Foster Hawkins-Strand Bldg, Scott Carnahan - Woodbury Bldg, Denny's Hometown
McGregor's main bldg, Kester, Zamora's

Anticipated New Funds Needed = \$50,000- 60,000

1/20

Pedestrian Alleyway Discussion

From : Nathan McCormick <Nathan.McCormick@emerson.com> Thu, Oct 22, 2015 01:03 PM
Subject : Pedestrian Alleyway Discussion 📎 1 attachment
To : rwetmore@ci.marshalltown.ia.us, scoughenour@ci.marshalltown.ia.us

Randy,

After reviewing the agreement and discussing with Jenny Etter at MCB, I would propose the following for discussion with the Council on Monday:

1. General Review of current plan
2. Discussion on Alley ownership – current situation is city owns the alleyway
3. Special use permit for events vs MCB ownership and declared outdoor serving area

Thanks,

Marshalltown Central Business District

Pedestrian Walkway Project



2013-122

**RESOLUTION APPROVING CONTRACT WITH MARSHALLTOWN CENTRAL
BUSINESS DISTRICT CONCERNING PEDESTRIAN ALLEY USAGE AND
MAINTENANCE**

WHEREAS the contract with the Marshalltown Central Business District concerning Pedestrian Alley usage and maintenance is now before this Council for final approval; and

WHEREAS the contract is in the best interest of the City,

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

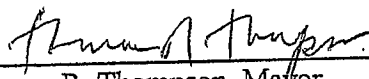
Section 1. That the contract for with the Marshalltown Central Business district concerning Pedestrian Alley usage and maintenance be accepted and approved.

Section 2. This Contract shall be in full force and effect from and after its signature by all parties, as required by law.

Section 3. This Resolution shall be in full force and effect from and after its passage by the Marshalltown City Council.

Passed this 8 day of July, 2013, and signed this 10 day of July, 2013

CITY OF MARSHALLTOWN, IOWA



Thomas R. Thompson, Mayor

ATTEST:



Shari L. Coughenour, CMC, City Clerk

Marshalltown Central Business District
A Main Street Community

PO Box 159 • 16 E. Main Street • Marshalltown, Iowa 50158 • Phone: (641)844-2001 • FAX: (641)844-2002
E-Mail: director@marshalltownmainstreet.com • www.marshalltownmainstreet.com



To: Mayor Thompson, City Council Members

From: Jenny Etter, Executive Director, MCBF

Date: 6-4-2013

RE: City Council Agenda, 6-10-2013

Revisions need to be made with the current contract for the Pedestrian Walkway between MCBF and the City. The current contract does not include utilizing the entire alleyway, and language needs to be included to address snow maintenance.

CONTRACT CONCERNING PEDESTRIAN ALLEY USAGE AND MAINTENANCE

WHEREAS the Marshalltown Business District ("MCBD") is an independent organization dedicated to the upkeep and promotion of the Central Business District, and;

WHEREAS the City of Marshalltown ("the City") currently owns and provides necessary maintenance to the North/South alley located between 18 ½ and 20 West main Street, and;

WHEREAS the MCBD seeks to create a pedestrian alley at this location;

THEREFORE, MCBD and the City of Marshalltown agree to the contract as follows:

1. **Subject Matter:** The City agrees to close to vehicular traffic and permit MCBD to maintain the entire alley from the northernmost portion of the alley to the end of the South edge of the West Main Street right-of-way or South foundation wall of 20 West Main Street, subject to the usage agreement below. The City will remain the legal owner of this alley and reserve the right during an emergency or otherwise to reassert control and allow vehicular traffic.
2. **Landscaping:** MCBD will be solely responsible for the procurement of landscaping, benches, arches, murals, or other similar item within the alley.
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5. **Contract Term:** this contract shall be in full force and effect until terminated by either party. Termination shall be at the election of either party by mailing a thirty (30) day notice of termination to the other party by ordinary mail at the last known business address. Upon termination the alley shall be restored back to a condition suitable for vehicular traffic at cost to MCBBD.
6. **Liability Insurance Coverage:** The city shall continue its coverage under existing City policies.
7. **Utility Maintenance:** The City reserves the right to remove structures within the alley to perform necessary repair work on existing utilities. The City shall give the MCBBD Director or Board President a 24 hour notice prior to work except in the case of emergencies. The City shall not be responsible for damages caused by the removal of structures or improvements. MCBBD has the right to replace structures and improvements after the work is complete.
8. **Contract amendment:** No modification or amendment of this contract shall be made orally. Any modification or amendment must be reduced to writing and approved by the City Council and MCBBD before becoming effective.
9. **Effective Date:** This agreement shall be in full force and effect from and after its approval by Resolution by the City council of the City of Marshalltown and signatures by authorized representatives of MCBBD.

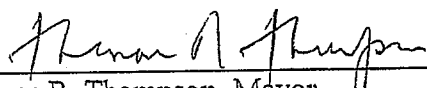
MARSHALLTOWN CENTRAL
BUSINESS DISTRICT



Mark Rohde, MCBBD Board President

Signed this 11th day of July, 2013.

CITY OF MARSHALLTOWN, IOWA



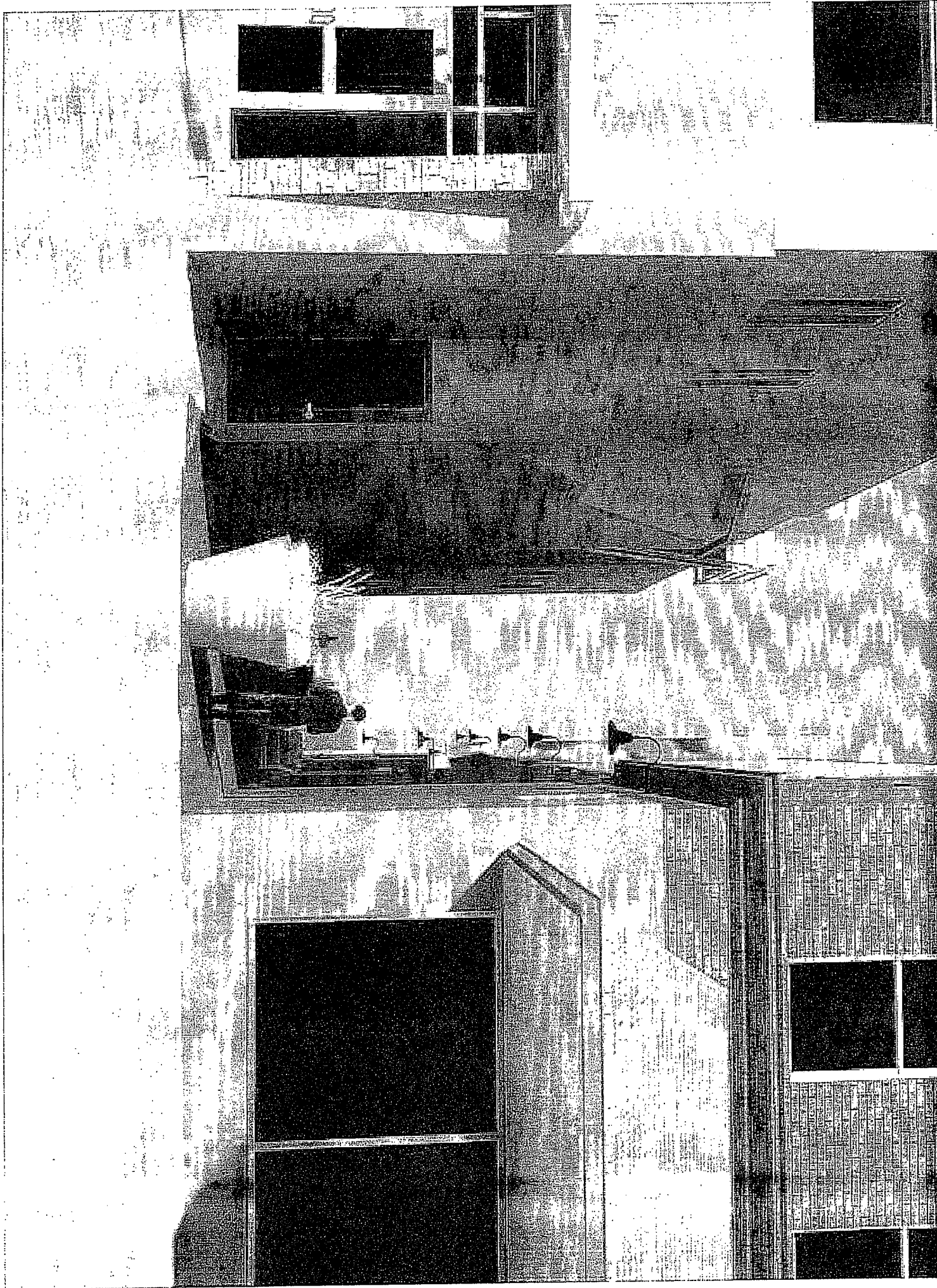
Thomas R. Thompson, Mayor

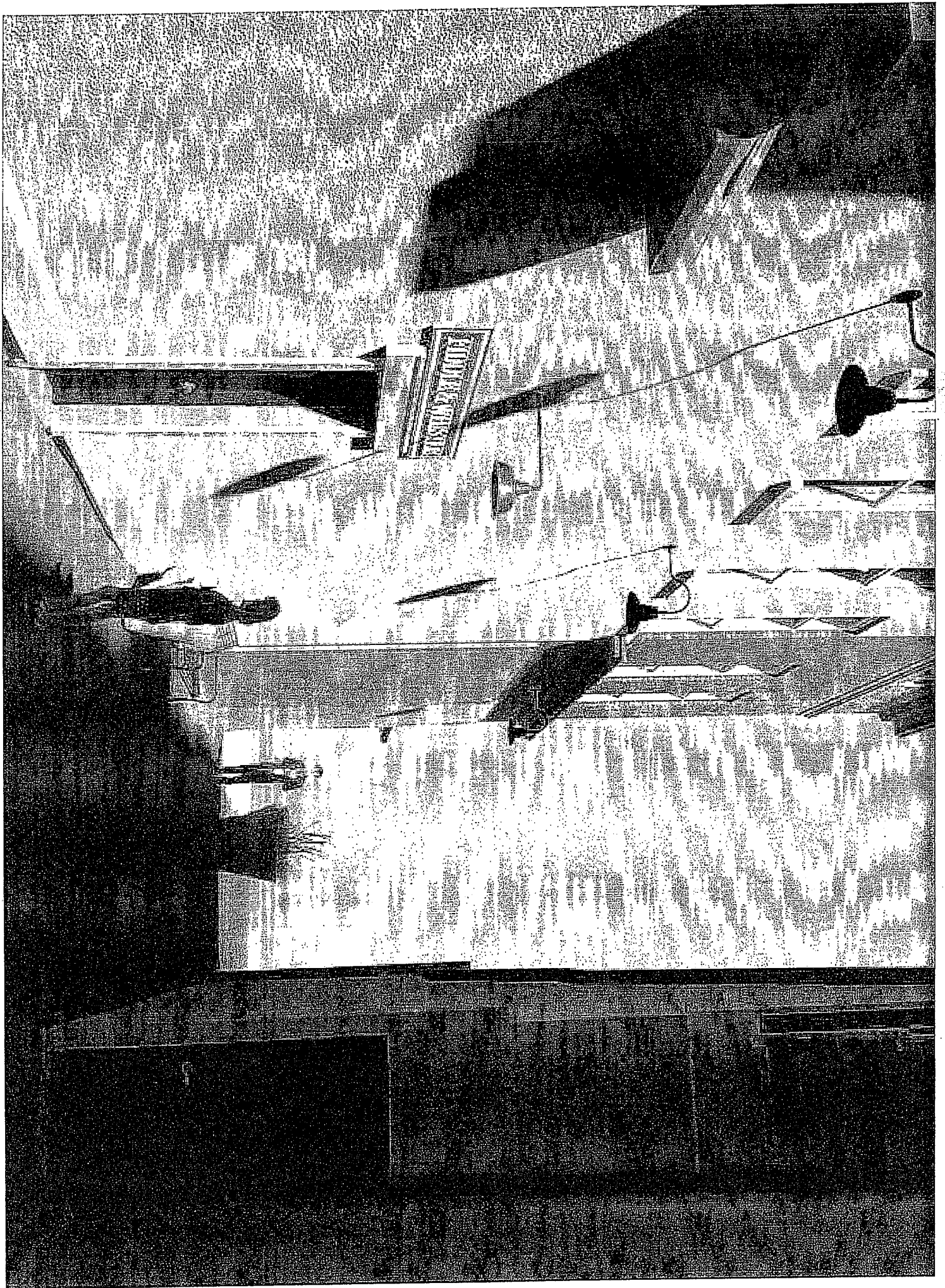
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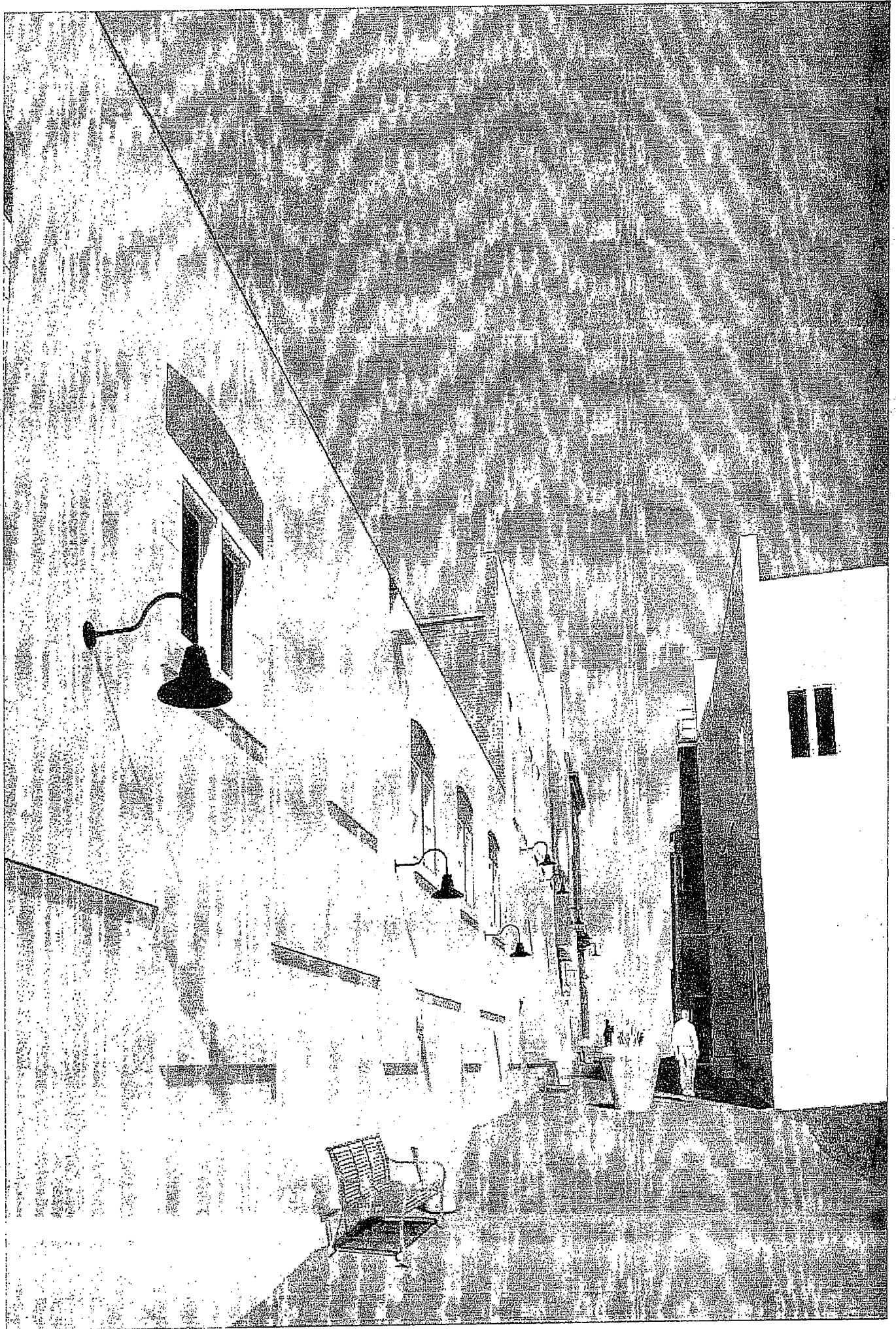
ATTEST:



Shari L. Coughenour, CMC, City Clerk







row

TO: Mayor, Council, and City Administrator

FROM: Terry Gray, Parks & Recreation

SUBJECT: Marshalltown Softball Board of Directors

DATE: October 20, 2015

The Parks and Recreation Department is working with the Marshalltown Softball Association (MSA) in an effort to create a more autonomous softball league and program. The softball program requires a lot of time and with the elimination of the Recreation Superintendent position this is a good alternative.

The resolution that created the Marshalltown Softball Committee in 1977 has outlived its usefulness and current function. This new resolution establishes a Board of Directors which will direct the league as it relates to registration, scheduling, types of leagues offered, tournaments and related activities.

The fund, which is a separate softball revenue fund, will still remain under the control of the City, with input for the budget provided by the MSA Board of Directors.

**RESOLUTION ESTABLISHING THE MARSHALLTOWN SOFTBALL
ASSOCIATION BOARD OF DIRECTORS**

Whereas the Parks and Recreation Department of the City of Marshalltown, Iowa, has developed and implemented a successful adult softball program and playing facilities; and

Whereas the Parks and Recreation Department of the city of Marshalltown, Iowa, due to the municipal budget limitations, desires to share the organizational and administrative duties of the softball leagues with citizens which are representatives of the softball players; and

WHEREAS, the City Council desires to establish a Marshalltown Softball Association Board of Directors to carry out these duties; and

WHEREAS the Council has fully examined the 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 COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. That there is hereby established a board, which shall be named the Marshalltown Softball Association Board of Directors, of no fewer than seven and no more than twelve citizens to represent the interest of the adult softball players and to organize and administer the softball leagues and tournaments in cooperation with the Parks and Recreation Department of the City of Marshalltown. Said duties shall include those items set out as Exhibit A attached, or as may be amended by the Parks and Recreation Department of the City.

Section 2. Every effort shall be made to include at least one representative for each league in the softball program which shall include, but is not limited to, 14" Slowpitch, 16" Slowpitch, Women's 12" Slowpitch, Co-Ed and any additional leagues or divisions that may become a part of the softball program.

Section 3. The Parks and Recreation Director, or his or her designee, shall be an ex-officio member of the Marshalltown Softball Board of Directors and shall act as a liaison between the Board and the City Council.

Section 4. The Marshalltown Softball Association Board of Directors shall have no power to deal with City property or affairs except in concurrence with the Parks and Recreation Department approval and only under the powers delegated by the Council to said Parks and Recreation Department.

Section 5. An account for all funds received for Marshalltown Softball Association activities, which includes league fees, players fees, concession proceeds, tournament entries, advertising fees, sponsorships, gate admissions and rent, shall be deposited in the Softball Association

Exhibit A

Resolution Establishing the Marshalltown Softball Association Board of Directors #2015-

1. Determine the leagues to be offered in 2016.
2. Determine the season length and number of games within the time parameters established by the Parks and Recreation staff.
3. Determine the nights of the week league games are played.
4. Determine the times games will be played each night.
5. Determine if there will be paid scorekeepers.
6. Determine which leagues will use umpires. Review and make recommendations for the agreement with the umpire association.
7. Determine if there will be a complex supervisor.
8. Determine if all teams will be ASA Sanctioned teams.
9. Determine if special requests by teams for scheduling times will be offered or considered.
10. Review costs and budget to recommend 2016 league fees to Parks and Recreation staff.
11. Determine time frame for accepting team registrations and policies for teams that don't register and pay on time.
12. Develop a plan to recruit teams.
13. Create and maintain a system for bookkeeping of rosters and waivers.
14. Schedule league games with make-up game times incorporated. This includes a written schedule for distribution to all teams with a distribution plan.
15. Establish a process for all rainouts/make-up games and how re-scheduled games are communicated.
16. Help to recruit applicants for staff positions, if needed.
17. Schedule any needed staff for all league and tournament games and makeup games from the pool of Parks and Recreation employees.
18. Determine whether or not to host the Clincher Classic Softball Tournament and set the date. If tournament will be held, a budget for the tournament must be submitted to and approved by Parks and Recreation before the tournament can be announced and teams recruited. This includes the appointment of a tournament director.
19. Determine whether or not to host ASA District tournaments.
20. Schedule district tournament, if applicable, with make-up games incorporated.
21. Arrange for diamond maintenance for tournaments.
22. Review and make recommendations concerning the agreement with Marshalltown Little League for use of diamonds for youth baseball tournaments.
23. Review 2015 agreement for Little League use of diamonds for tournaments and recommend changes to P & R staff.
24. Schedule non-MSA use of diamonds in cooperation with the Parks & Recreation department.
25. No funds can be encumbered or expended without pre-authorization by Parks and Recreation staff

Low

RESOLUTION APPROVING CONTRACTS FOR PROPERTY ACQUISITION, PERMANENT
AND TEMPORARY AND PERSCRIPTIVE EASEMENT ACQUISITION, AND PAYMENT OF
LANDSCAPE DAMAGES FOR THE TURNER STREET INTERCEPTOR PARALLEL SEWER
PROJECT NO. 59012009

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a
proposed right of way acquisition contracts by and between the CITY OF MARSHALLTOWN,
IOWA, AND:

PARCEL NUMBER	OWNER	AMOUNT
1	River Oaks IHA Limited Partnership	\$16,800.00
2	River Birch IHA Limited Partnership, an Iowa Limited Partnership	\$2,050.00
3	Ricky G. Nelson and Linda M. Nelson	\$430.00
4	Joseph T. Ryerson & Son, Inc.	\$3,200.00
5	M. Gervich & Sons, Inc.	\$700.00

relative to the Turner Street Interceptor Parallel Sewer Project, Number 59012009.

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 contract by and between the CITY OF MARSHALLTOWN, IOWA,
relative to Turner Street Interceptor Parallel Sewer 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 9th day of November 2015 and signed this ____ day of November 2015.

JAMES L. LOWRANCE, Mayor

ATTEST:

SHARI L. COUGHENOUR, City Clerk

**City of Marshalltown's Turner Street Force Main Project
Easement Payment Information**

Parcel #	Owner	Owner Contact Info	Owner Signed Amount
1	River Oaks IHA Limited Partnership	PO Box 1226, Iowa City, IA 52244, 319-338-7600	\$ 16,800.00
2	River Birch IHA Limited Partnership, an Iowa Limited Partnership	PO Box 1226, Iowa City, IA 52244, 319-338-7600	\$ 2,050.00
3	Ricky G. Nelson and Linda M. Nelson	310 Sharon Ave., Marshalltown, IA 50158, 641-752-8038	\$ 430.00
4	Joseph T. Ryerson & Son, Inc.	1107 E. Main St., Marshalltown, IA 50158, 641-753-3511	\$ 3,200.00
5	M. Gervich & Sons, Inc.	901 E. Nevada St., Marshalltown, IA 50158, 515-753-3178	\$ 700.00
5			\$ 23,180.00



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

October 21, 2015

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

From: Justin Nickel
Director of Public Works

Re: Order Construction – Ingledue Storm Sewer Rehabilitation Project (29108009)

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

Recommendation: Staff recommends approving the Resolution ordering construction of the Ingledue Storm Sewer Rehabilitation Project.

Background: HR Green has prepared plans for rehabilitation of the storm sewers in the vicinity of 2nd Avenue and Ingledue. Construction includes the establishment of a detention pond and installation of new storm sewer along Ingledue and 2nd Avenue. Bids will be due on December 8 and the bid accepted and contract awarded in December.

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





Ingledue Storm Sewer Rehabilitation



RESOLUTION ORDERING CONSTRUCTION OF THE INGLEDUE STORM SEWER 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 29108009

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 Ingledue Storm Sewer , Project No.29108009, in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No. 29108009, 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 Ingledue Storm Sewer Project in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. 29108009 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 Ingledue Storm Sewer 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 23rd day of November 2015, 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 8th day of December 2015. 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 14th day of December 2015, 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 9th day of November 2015, and signed this _____ day of November 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Pedestrian Alleyway Discussion

From : Nathan McCormick <Nathan.McCormick@emerson.com>

Thu, Oct 22, 2015 01:03 PM

Subject : Pedestrian Alleyway Discussion

 1 attachment

To : rwetmore@ci.marshalltown.ia.us, scoughenour@ci.marshalltown.ia.us

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Marshalltown Central Business District

Pedestrian Walkway Project



2013-122

**RESOLUTION APPROVING CONTRACT WITH MARSHALLTOWN CENTRAL
BUSINESS DISTRICT CONCERNING PEDESTRIAN ALLEY USAGE AND
MAINTENANCE**

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Section 3. This Resolution shall be in full force and effect from and after its passage by the Marshalltown City Council.

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CITY OF MARSHALLTOWN, IOWA



Thomas R. Thompson, Mayor

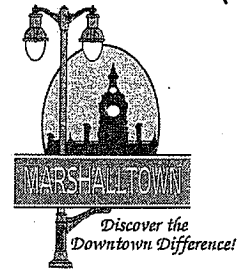
ATTEST:



Shari L. Coughenour, CMC, City Clerk

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To: Mayor Thompson, City Council Members

From: Jenny Etter, Executive Director, MCBBD

Date: 6-4-2013

RE: City Council Agenda, 6-10-2013

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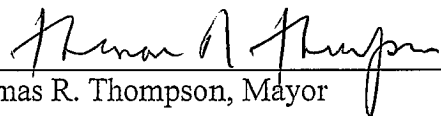
MARSHALLTOWN CENTRAL
BUSINESS DISTRICT



Mark Rohde, MCBBD Board President

Signed this 11th day of July, 2013.

CITY OF MARSHALLTOWN, IOWA



Thomas R. Thompson, Mayor

Signed this 11 day of July, 2013.

ATTEST:



Shari L. Coughenour, EMC, City Clerk

