

1. Agenda

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2. Supporting Meeting Documents

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[PRELIMINARY BOND SCHEDULE.PDF](#)



COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET
SEPTEMBER 14, 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:

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 August 24, 2015.
2. Approve Bill List in the amount of \$1,771,933.50.
3. Receipt of Civil Service New Hire List, WPCP Maintenance / Electrician II.
4. Approve June Preliminary Financials.
5. Resolution 2015-145 Ordering Construction of the South 18th Avenue Improvements 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, project 76015011, hearing on plans and specifications set for Sept 28.
6. Resolution 2015-146 Ordering Construction of the SE South Street Extension 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, project 66013008, hearing on plans and specifications set for October 12.
7. Resolution 2015-147 Approving SE South Street Extension Project, RISE agreement with the Iowa Department of Transportation, relating to TIG Distributing Development Agreement.
8. Approve Liquor Licenses: (Pending fire inspection passage)

NEW: Oktoberfest, Sept 24 - Sept 29; Denny Gray, "Dave's" at 207 E Main Street, Suite #3.

RENEWAL: Casey's #1415, Casey's #1564, Kwik Star #394, Big Kmart, Aldi #43, The Stadium, HyVee Drugstore, Zamora Fresh Market, Totem Bowl, Fiddle & Whistle Pub, 13th Street Inn, Palm Beach Grill & Night Club.

(end of consent agenda items)

REPORT:

9. Kenn Vinson – Alliant Project
10. MCBF- Quarterly Report, Jenny Etter
11. Marshall County Arts & Culture Alliance Report, Val Ruff

MOTION

12. Regarding Police and Fire Advisory Committee recommendation regarding architect services.

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.



RESOLUTIONS:

13. Resolution 2015-148 Calling for Submission to the Voters a Ballot Proposition Regarding Levy for the Marshalltown Public Library.
14. Resolution 2015-149 Amending TIG Distributing Development Agreement, relating to Urban Renewal project in Area #2.
15. Resolution 2015-150 Setting Hearing on 2015 Amendment to Urban Renewal plan for Marshalltown Urban Renewal Area No. 3, relating to Bobcat Academy

PUBLIC HEARING

16. Resolution 2015-151 Accepting Subordination Agreement, relating to HUD Lead Hazard Control Program, for Property Interest at 209 N Center Street in Toledo, Iowa.

PUBLIC HEARING

17. Resolution 2015-152 Adopting 2015 Amendment to Urban Revitalization Plan for Urban Revitalization Area #3, Tax Abatement, relating to Residential property within city limits

ORDINANCES:

18. Ordinance 14942 to Amend the Code of Ordinances, Section 20-78, reducing speed limit on 18th Avenue to 35 MPH from Jackson Street to 500 feet south of East Anson Street, second reading.
19. Ordinance 14943 to Amend the Code of Ordinances, Section 20-161, Prohibiting parking on Boone Street, on both sides of the street, from 9th Street to 12th Street, second reading.

DISCUSSION: Next agenda in process

1. Issuance of Bonds – (a) Dilapidated Buildings, (b) Streets, (c) TIG Development project.
2. Façade Grant Application, 16 E Main Street, Clapsaddle-Garber Associates.
3. 2015 Concrete Repair Project 76015006, Change Order #1, \$1,647.00
4. 2012 NE Sanitary Sewer Rehabilitation Project 59011015, Change Order #4, \$9,527.04; Change Order #5, \$18,743.46; Final Costs \$1,236,927.52
5. North Center Street Bridge replacement project 76016001, application for federal bridge construction fund
6. Road Use tax report
7. Final Transfer resolution
8. Offset program, updated Memorandum of Understanding with Iowa Department of Administrative Services.

PUBLIC COMMENTS:**ADJOURNMENT:**

*Speed Trailer will be on display beginning at 5:00 PM on this meeting night,
parked near 10 W State Street.*

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COUNCIL DATE: September 14, 2015

VISA	\$21,283.29	VISA
ACH'S	\$504,751.37	ACH'S
CHECKS	\$683,594.42	CHECKS
PAYROLL	\$562,304.42	PERIODS ENDING 8/13/15
VOID	0	VOID

\$	1,771,933.50	TOTAL FOR COUNCIL
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101310.5450.000	A T & T	WIRELESS SERVICE	151.89
278690.5240.510	ABC RENTALS	RENT ASSIST	60.00
278690.5240.510	ABC RENTALS	RENT ASSIST	259.00
278690.5240.510	ABC RENTALS	RENT ASSIST	354.00
101440.5410.000	ACCO UNLIMITED CORP	BREAKAWAY FLUSH	446.61
101440.5410.000	ACCO UNLIMITED CORP	STENNER 85 GPD PUMP	411.75
101140.5600.000	ADLAND ENGRAVING CO INC	ENGRAVED PLAQUE	11.85
233410.5600.010	ADLAND ENGRAVING CO INC	SOFTBALL PLAQUE	50.00
235140.5600.010	ADLAND ENGRAVING CO INC	ENGRAVED PLAQUE	6.95
101850.5230.000	ADP COMMERCIAL LEASING LLC	PAYROLL	97.22
101850.5230.000	ADP, LLC	PR#15- 228	701.10
101850.5230.000	ADP, LLC	PR#15 CHRGE	752.40
101850.5230.000	ADP, LLC	PR#16 -285	855.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	Consignment TICKETS	32.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	Consignment TICKETS	32.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	Consignment TICKETS	32.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	Consignment TICKETS	64.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	Consignment TICKETS	64.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	Consignment TICKETS	96.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	Consignment TICKETS	96.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	Consignment TICKETS	96.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	Consignment TICKETS	128.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	Consignment TICKETS	128.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	Consignment TICKETS	128.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	Consignment TICKETS	128.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	Consignment TICKETS	128.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	Consignment TICKETS	160.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	Consignment TICKETS	160.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	Consignment TICKETS	160.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	Consignment TICKETS	160.00
283210.5460.000	ADVISORY COUNCIL	REGISTRATION	50.00
101860.5231.820	AHLERS & COONEY,PC	LABOR RELATIONS	402.00
520520.5410.000	AIR-MACH INC	AIR COMPRESSOR	721.00

101110.5600.000	ALAMO DEFENSE	AR15 WALL MOUNT	138.49
152451.5600.080	ALL AMERICAN WRESTLING	18 ROLLS MAT TAPE	161.38
101110.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	2,876.80
101110.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	28.68
101140.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	1,177.69
101140.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	57.18
101170.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	89.00
101410.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	12.59
101410.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	9.66
101410.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	0.11
101410.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	24.96
101410.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	62.06
101410.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	16.97
101410.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	50.62
101410.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	62.53
101410.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	32.08
101410.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	23.41
101440.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	9,258.73
101440.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	1,956.17
101480.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	2,770.24
101480.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	129.08
101770.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	651.64
101880.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	466.40
101880.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	28.68
101881.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	1,365.69
101881.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	1,989.61
101881.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	18.63
101881.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	35.00
152451.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	708.62
152451.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	18.63
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	32.90
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	39.51
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	83.74
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	19.21
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	19.21
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	31.96
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	130.33
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	43.37
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	19.31
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	32.53
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	48.43
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	56.64
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206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	42.82
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	33.53
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	29.24

206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	76.18
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	24.44
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	49.00
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	19.41
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	34.99
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	40.02
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	19.21
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206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	31.17
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	33.21
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	30.22
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	34.31
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	23.90
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	26.24
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	77.40
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	15,444.61
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	48.19
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	100.35
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	30.40
233410.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	1,023.06
281690.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	32.25
281690.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	9.47
283210.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	18.10
283210.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	34.37
283210.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	13.09
283210.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	17.70
510531.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	759.88
510531.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	370.37
510531.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	7.00
520520.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	22,655.61
520520.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	18.12
520520.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	16.39
520520.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	5,173.24
520590.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	510.77
520590.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	165.01
520590.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	117.08
520590.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	94.42
520590.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	203.44
520590.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	11.00
530540.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	60.91
101310.5600.000	AMAZON.COM	AUDIO CABLE	3.18
101310.5600.000	AMAZON.COM	AUDIO CABLE	6.80
101310.5600.000	AMAZON.COM	MARKERS	7.99
101310.5600.000	AMAZON.COM	MARKERS	8.50
101310.5600.000	AMAZON.COM	TONER CARTRIDGE	390.00
101310.5732.300	AMAZON.COM	BOOK	4.00

101310.5732.300	AMAZON.COM	BOOK	4.00
101310.5732.300	AMAZON.COM	BOOK	4.00
101310.5732.300	AMAZON.COM	BOOK	4.96
101310.5732.300	AMAZON.COM	BOOK	6.16
101310.5732.300	AMAZON.COM	BOOK	6.97
101310.5732.300	AMAZON.COM	BOOK	7.62
101310.5732.300	AMAZON.COM	BOOK	8.90
101310.5732.300	AMAZON.COM	BOOK	10.06
101310.5732.300	AMAZON.COM	BOOK	10.77
101310.5732.300	AMAZON.COM	BOOK	14.00
101310.5732.300	AMAZON.COM	BOOK	15.64
101310.5732.300	AMAZON.COM	BOOK	16.99
101310.5732.300	AMAZON.COM	BOOK	20.72
101310.5732.300	AMAZON.COM	BOOK	27.11
101310.5732.300	AMAZON.COM	BOOKS	26.81
101310.5732.300	AMAZON.COM	DVDS	10.01
101310.5732.300	AMAZON.COM	DVDS	11.83
101310.5732.300	AMAZON.COM	DVDS	15.71
101310.5732.300	AMAZON.COM	DVDS	19.98
101310.5732.300	AMAZON.COM	DVDS	22.99
101310.5732.300	AMAZON.COM	DVDS	61.99
101310.5732.300	AMAZON.COM	DVDS	63.57
101310.5732.300	AMAZON.COM	DVDS	95.89
101310.5732.300	AMAZON.COM	DVDS	175.81
101310.5732.300	AMAZON.COM	SPANISH BOOK	10.79
101310.5732.320	AMAZON.COM	LOST BOOKS	2.93
101310.5732.320	AMAZON.COM	LOST BOOKS	10.38
101310.5732.320	AMAZON.COM	LOST BOOKS	11.79
101310.5732.320	AMAZON.COM	LOST BOOKS	15.70
101310.5732.320	AMAZON.COM	LOST BOOKS	63.83
101310.5732.320	AMAZON.COM	LOST/MEM BOOK	10.63
101310.5732.320	AMAZON.COM	LOST/MEM BOOK	12.78
101310.5732.320	AMAZON.COM	LOST/MEM BOOK	13.88
101310.5732.320	AMAZON.COM	LOST/MEM BOOK	15.88
101310.5732.320	AMAZON.COM	LOST/MEM BOOK	18.50
101310.5732.320	AMAZON.COM	LOST/MEM BOOK	27.22
101310.5732.320	AMAZON.COM	MEM/LOST BOOK	6.95
101310.5732.320	AMAZON.COM	MEM/LOST BOOK	14.11
101310.5732.320	AMAZON.COM	MEM/LOST BOOK	16.17
101310.5732.320	AMAZON.COM	MEM/LOST BOOK	24.64
101310.5732.320	AMAZON.COM	MEM/LOST DVD	4.19
101310.5732.320	AMAZON.COM	MEM/LOST DVD	4.96
101310.5732.320	AMAZON.COM	MEM/LOST DVD	4.98
101310.5732.320	AMAZON.COM	MEM/LOST DVD	6.30
101310.5732.320	AMAZON.COM	MEM/LOST DVD	6.83
101310.5732.320	AMAZON.COM	MEM/LOST DVD	8.04

101310.5732.320	AMAZON.COM	MEM/LOST DVD	8.20
101310.5732.320	AMAZON.COM	MEM/LOST DVD	8.41
101310.5732.320	AMAZON.COM	MEM/LOST DVD	17.63
101310.5732.320	AMAZON.COM	MEM/LOST DVD	17.64
101310.5732.320	AMAZON.COM	MEM/LOST DVD	25.46
101310.5732.320	AMAZON.COM	MEM/LOST DVD	35.38
101840.5600.000	AMAZON.COM	THERMAL PAPER	50.41
101850.5600.000	AMAZON.COM	NOTEBOOK	21.36
101850.5600.000	AMAZON.COM	PENS	61.04
206760.5600.000	AMAZON.COM	OP SUPPLIES	38.97
101421.5340.630	AMERICAN LEGION	SUMMER GOLF LESSONS	176.50
278690.5240.510	AMES RENTAL PROPERTIES COOP	RENT ASSIST	105.00
278690.5240.510	AMES RENTAL PROPERTIES COOP	RENT ASSIST	373.00
278690.5240.510	ANDY CHOATE	RENT ASSIST	393.00
101000.4472.000	ANGELA TORRES	SHELTER REFUND	40.00
101110.5321.000	ANIMAL CLINIC - THE VET	EXAM & VACCINATIONS	75.00
101240.5331.500	ANIMAL RESCUE LEAGUE	MONTHLY PAYMENT	4,000.00
278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSIST	100.00
278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSIST	205.00
278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSIST	251.00
278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSIST	265.00
278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSIST	396.00
278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSIST	433.00
278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSIST	484.00
101110.5570.000	ARNOLD MOTOR SUPPLY	BATTERY	50.58
101110.5570.000	ARNOLD MOTOR SUPPLY	BRAKE PADS&ROTORS	97.25
101110.5570.000	ARNOLD MOTOR SUPPLY	BRAKE PADS	40.89
101110.5570.000	ARNOLD MOTOR SUPPLY	BRAKE PADS	73.60
101110.5570.000	ARNOLD MOTOR SUPPLY	BRAKE ROTOR	113.03
101110.5570.000	ARNOLD MOTOR SUPPLY	CALIPER	110.20
101110.5570.000	ARNOLD MOTOR SUPPLY	FILTERS	19.54
101110.5570.000	ARNOLD MOTOR SUPPLY	OIL FILTER	3.56
101110.5570.000	ARNOLD MOTOR SUPPLY	OIL FILTERS	8.56
101110.5570.000	ARNOLD MOTOR SUPPLY	RELEX LT MONO	132.75
101110.5570.000	ARNOLD MOTOR SUPPLY	RETURN MONO	(132.75)
101110.5570.000	ARNOLD MOTOR SUPPLY	ROTOR/CALIP	181.80
101110.5570.000	ARNOLD MOTOR SUPPLY	ROTORS/BRAKES	116.24
101110.5570.000	ARNOLD MOTOR SUPPLY	TURN ROTOR	74.79
101140.5570.000	ARNOLD MOTOR SUPPLY	ALTERNATOR	225.94
101140.5570.000	ARNOLD MOTOR SUPPLY	DISTRIBUTOR	101.43
101140.5570.000	ARNOLD MOTOR SUPPLY	FILTERS	28.03
101140.5570.000	ARNOLD MOTOR SUPPLY	OIL FILTER	11.07
206710.5570.000	ARNOLD MOTOR SUPPLY	FUEL HOSE	18.62
206710.5570.000	ARNOLD MOTOR SUPPLY	PREHEAT HOSE	6.12
550780.5570.000	ARNOLD MOTOR SUPPLY	PARTS	96.93
101891.5340.100	ASSOCIATED COMPUTER SYSTEMS LTD	RCDSL T500	142.50

101410.5340.010	ARAMARK	PARK SHELTERS	23.83
101410.5340.010	ARAMARK	PARK SHELTERS	23.83
101410.5340.010	ARAMARK	SUPPLIES/P&R/COLISEUM	12.77
101410.5340.010	ARAMARK	SUPPLIES/P&R/COLISEUM	12.77
101410.5340.010	ARAMARK	SUPPLIES/P&R/COLISEUM	17.11
101410.5340.010	ARAMARK	SUPPLIES/P&R/COLISEUM	17.11
152451.5340.010	ARAMARK	SUPPLIES/P&R/COLISEUM	2.80
152451.5340.010	ARAMARK	SUPPLIES/P&R/COLISEUM	2.80
152451.5340.010	ARAMARK	SUPPLIES/P&R/COLISEUM	7.14
152451.5340.010	ARAMARK	SUPPLIES/P&R/COLISEUM	7.14
999.1125.000	AVESIS THIRD PARTY ADMINISTRATORS,INC	AVESIS VISION	325.17
999.1125.000	AVESIS THIRD PARTY ADMINISTRATORS,INC	FIDELITY SE	318.73
999.1131.000	AXA EQUITABLE	AXA EQUITABLE	450.00
999.1131.000	AXA EQUITABLE	AXA EQUITABLE	450.00
101310.5732.320	BAKER & TAYLOR ENTERTAINMENT	DVD	7.28
522590.5830.000	BANKERS TRUST	INITIAL FEE	250.00
278690.5240.510	BARBARA BROWN	RENT ASSIST	43.00
101891.5340.150	BDH INFORMATION TECHNOLOGY INC	AUGUST MONITORING	3,625.00
101891.5340.150	BDH INFORMATION TECHNOLOGY INC	MAIL FILTER	900.00
101891.5600.100	BDH INFORMATION TECHNOLOGY INC	SERVER ROOM	719.14
999.0110.160	BENJAMIN KNUTSON	17.5 HRS	166.38
681140.5230.000	BERNIE LOWE & ASSOCIATES, INC	MEDICAL CLAIMS	105.56
681140.5339.000	BERNIE LOWE & ASSOCIATES, INC	MEDICAL CLAIMS	602.76
101110.5600.000	BEST BUY COMPANY INC	SERVER OUTLET	326.47
801110.5114.000	BETTY GOODING	MONTHLY PENSION	728.85
278690.5240.510	BILLY ARMSTRONG	RENT ASSIST	182.00
206710.5610.520	BITUMINOUS MATERIALS & SUPPLY	HFE-90	822.90
520520.5600.000	BLINK ELECTRIC MOTORS INC	CONC EXH FAN	56.00
520520.5600.000	BLINK ELECTRIC MOTORS INC	PRIMARY #3	32.00
278690.5240.510	BLUFFWOOD PARTNERS LLC	RENT ASSIST	201.00
278690.5240.510	BLUFFWOOD PARTNERS LLC	RENT ASSIST	419.00
520520.5980.000	BOB SICKLES	FILLED POOL	66.54
101410.5340.010	BOB'S LAWN CARE SERVICE	AUGUST CONTRACT MOW	1,545.00
101410.5340.010	BOB'S LAWN CARE SERVICE	JULY CONTRACT MOW	1,815.00
278690.5240.510	BOULDER COOPERATIVE HOUSING	RENT ASSIST	227.00
278690.5240.510	BOULDER COOPERATIVE HOUSING	RENT ASSIST	259.00
278690.5240.510	BOULDER COOPERATIVE HOUSING	RENT ASSIST	397.00
278690.5240.510	BRANT LUENSE	RENT ASSIST	90.00
278690.5240.510	BRANT LUENSE	RENT ASSIST	110.00
278690.5240.510	BRANT LUENSE	RENT ASSIST	259.00
278690.5240.510	BRANT LUENSE	RENT ASSIST	292.00
278690.5240.510	BRANT LUENSE	RENT ASSIST	364.00
278690.5240.510	BRANT LUENSE	RENT ASSIST	399.00
278690.5240.510	BRANT LUENSE	RENT ASSIST	419.00
520520.5600.000	BRENTWOOD INDUSTRIES	LINK/PIN/CLAMP	872.23
101110.5600.000	BROWNELLS INC	GUN PART	19.93

101110.5132.000	BROWN'S SHOE FIT CO	SHOES-POWELL	119.99
101140.5132.000	BROWN'S SHOE FIT CO	SHOES	110.00
520520.5132.000	BROWN'S SHOE FIT CO	DANIEL WORK	170.00
520520.5132.000	BROWN'S SHOE FIT CO	LEGG WORK SHIRT	120.00
278690.5240.510	BRYNGELSON CORP	RENT ASSIST	23.00
278690.5240.510	BRYNGELSON CORP	RENT ASSIST	279.00
206750.5340.220	CALHOUN-BURNS AND ASSOCIATES, INC	7/19-8/15 SERVICES	6,029.35
101110.5132.000	CARLENE ILLUM	HEM PANTS	21.00
101110.5132.000	CARPENTER UNIFORM COMPANY	UNIFORMS	389.40
999.1160.000	CARPENTER UNIFORM COMPANY	BADGE	92.54
278690.5240.510	CARROLL REYNOLDS JR	RENT ASSIST	253.00
101140.5600.000	CASEY'S	GAS	5.00
152451.5600.080	CASEY'S	OP SUPPLIES	14.50
206710.5570.000	CASEY'S	VEHICLE MAINT	10.15
206710.5570.000	CASEY'S	VEHICLE MAINT	23.64
230110.5460.000	CASEY'S	HOSPITALITY	9.98
230110.5460.000	CASEY'S	HOSPITALITY	76.90
101891.5340.100	CBI*VMWARE	1YEAR SUPPORT	65.00
278690.5240.510	CENTRAL IA RESIDENTIAL SERV INC	RENT ASSIST	30.00
278690.5240.510	CENTRAL IA RESIDENTIAL SERV INC	RENT ASSIST	34.00
278690.5240.510	CENTRAL IA RESIDENTIAL SERV INC	RENT ASSIST	63.00
278690.5240.510	CENTRAL IA RESIDENTIAL SERV INC	RENT ASSIST	96.00
278690.5240.510	CENTRAL IA RESIDENTIAL SERV INC	RENT ASSIST	97.00
278690.5240.510	CENTRAL IA RESIDENTIAL SERV INC	RENT ASSIST	97.00
278690.5240.510	CENTRAL IA RESIDENTIAL SERV INC	RENT ASSIST	124.00
101410.5600.080	CENTRAL IOWA DISTRIBUTING INC	SCRUBS/SOAP	152.50
206710.5600.000	CENTRAL IOWA DISTRIBUTING INC	CONTAINER	109.40
520520.5600.000	CENTRAL IOWA DISTRIBUTING INC	CLEANING SUPPLIES	616.70
101410.5562.000	CENTRAL IOWA FARM STORE INC	BRACKETS&PT	911.35
233410.5562.000	CENTRAL IOWA FARM STORE INC	BLADE	50.01
101140.5600.000	CENTRAL IOWA MACHINE SHOP INC	DRILL HOLES	85.00
101410.5410.000	CENTRAL IOWA MACHINE SHOP INC	SHARPEN MOWER	318.78
206710.5600.000	CENTRAL OFFICE SUPPLY	SHARPIES	9.01
999.1160.000	CENTRAL OFFICE SUPPLY	35 BINDERS	111.30
101140.5410.000	CENTURY LAUNDRY DISTRIBUTING	WASHER REPAIRS	379.75
101110.5450.000	CENTURYLINK	7/20-8/19 PHONE LINES	58.83
101140.5450.000	CENTURYLINK	7/20-8/19 PHONE LINES	18.11
101310.5450.000	CENTURYLINK	7/20-8/19 PHONE LINES	10.21
101420.5450.000	CENTURYLINK	7/20-8/19 PHONE LINES	7.05
101480.5450.000	CENTURYLINK	7/20-8/19 PHONE LINES	110.58
101480.5450.000	CENTURYLINK	7/20-8/19 PHONE LINES	1.23
101561.5450.000	CENTURYLINK	7/20-8/19 PHONE LINES	0.74
101790.5450.000	CENTURYLINK	7/20-8/19 PHONE LINES	0.66
101820.5450.000	CENTURYLINK	7/20-8/19 PHONE LINES	2.14
101830.5450.000	CENTURYLINK	7/20-8/19 PHONE LINES	0.66
101831.5450.000	CENTURYLINK	7/20-8/19 PHONE LINES	5.23

101840.5450.000	CENTURYLINK	7/20-8/19 PHONE LINES	0.62
101850.5450.000	CENTURYLINK	7/20-8/19 PHONE LINES	5.00
101890.5450.000	CENTURYLINK	7/20-8/19 PHONE LINES	2.64
206710.5450.000	CENTURYLINK	7/20-8/19 PHONE LINES	2.62
206760.5450.000	CENTURYLINK	7/20-8/19 PHONE LINES	3.47
233410.5450.000	CENTURYLINK	7/20-8/19 PHONE LINES	0.66
278690.5450.000	CENTURYLINK	7/20-8/19 PHONE LINES	12.79
283210.5450.000	CENTURYLINK	7/20-8/19 PHONE LINES	4.11
290113.5450.000	CENTURYLINK	7/20-8/19 PHONE LINES	29.76
510531.5450.000	CENTURYLINK	7/20-8/19 PHONE LINES	0.42
520520.5450.000	CENTURYLINK	7/20-8/19 PHONE LINES	6.28
520590.5450.000	CENTURYLINK	7/20-8/19 PHONE LINES	0.62
550780.5450.000	CENTURYLINK	7/20-8/19 PHONE LINES	3.79
206710.5610.510	CESSFORD CONSTRUCTION COMPANY	HIGH PERF COLD	207.60
206710.5610.510	CESSFORD CONSTRUCTION COMPANY	ROADSTONE	185.57
278690.5240.510	CHAD & TINA EUBANKS	RENT ASSIST	268.00
278690.5240.510	CHERYL BOWN	RENT ASSIST	135.00
278690.5280.000	CIPA, TREASURER	LARSON/SPOHNHEIMER	50.00
206120.5132.000	CITY LAUNDERING COMPANY	UTILITY DEPT LAUNDRY	28.06
206120.5132.000	CITY LAUNDERING COMPANY	UTILITY DEPT LAUNDRY	28.06
206120.5132.000	CITY LAUNDERING COMPANY	UTILITY DEPT LAUNDRY	28.06
206120.5132.000	CITY LAUNDERING COMPANY	UTILITY DEPT LAUNDRY	28.06
206710.5132.000	CITY LAUNDERING COMPANY	STREET DEPT LAUNDRY	75.04
206710.5132.000	CITY LAUNDERING COMPANY	STREET DEPT LAUNDRY	75.04
206710.5132.000	CITY LAUNDERING COMPANY	STREET DEPT LAUNDRY	75.04
206710.5132.000	CITY LAUNDERING COMPANY	STREET DEPT LAUNDRY	75.04
206710.5132.000	CITY LAUNDERING COMPANY	STREET DEPT LAUNDRY	75.04
206710.5132.000	CITY LAUNDERING COMPANY	STREET DEPT LAUNDRY	75.18
550780.5132.000	CITY LAUNDERING COMPANY	TRANSIT DEPT LAUNDRY	10.63
550780.5132.000	CITY LAUNDERING COMPANY	TRANSIT DEPT LAUNDRY	10.63
550780.5132.000	CITY LAUNDERING COMPANY	TRANSIT DEPT LAUNDRY	10.63
550780.5132.000	CITY LAUNDERING COMPANY	TRANSIT DEPT LAUNDRY	12.43
550780.5132.000	CITY LAUNDERING COMPANY	TRANSIT DEPT LAUNDRY	10.63
550780.5132.000	CITY LAUNDERING COMPANY	TRANSIT DEPT LAUNDRY	10.63
550780.5132.000	CITY LAUNDERING COMPANY	TRANSIT DEPT LAUNDRY	10.67
550780.5132.000	CITY LAUNDERING COMPANY	TRANSIT DEPT LAUNDRY	10.67
417756.5230.030	CLAPSADDLE GARBER ASSOC INC	S 18TH AVE IMPRVMENTS	4,270.73
417756.5230.030	CLAPSADDLE GARBER ASSOC INC	S 18TH AVE IMPRVMENTS	4,745.25
101110.5340.010	CLEANING BY STEPHANIE	JANITORIAL-POLICE DEPT	1,000.00
999.1129.000	COLONIAL LIFE	SHORT TERM INSURANCE	201.89
999.1129.000	COLONIAL LIFE	SHORT TERM INSURANCE	201.89
206710.5410.000	CONCRETE INC	CITY SHED	176.97
278690.5240.510	CONNIE WARREN	RENT ASSIST	227.00
473710.5340.240	CONSTRUCT INC	COLUMBUS DR	7,022.39
520520.5410.000	CONTROL COMPANY	CALBRATION	106.00
101460.5331.500	CONVENTION & TOURISM BUREAU	HOTEL/MOTEL TAX	86,686.36
206710.5718.000	CPO COMMERCE	MINOR EQUIP	214.99

520520.5810.000	CRBT - CEDAR RAPIDS BANK & TRUST	PERF EDGE CONTRACT	8,068.85
520520.5820.000	CRBT - CEDAR RAPIDS BANK & TRUST	PERF EDGE CONTRACT	638.72
206120.5600.000	CRESCENT ELECTRIC SUPPLY CO	OP SUPPLIES	169.99
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	68.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	102.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	117.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	135.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	149.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	157.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	169.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	170.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	195.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	198.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	200.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	208.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	230.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	233.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	235.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	236.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	244.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	253.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	253.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	253.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	253.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	253.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	253.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	253.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	257.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	259.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	263.00
550780.5280.000	CUMMINS CENTRAL POWER, LLC	EGR VALVE &	1,281.97
278690.5240.510	D & D RENTALS INC	RENT ASSIST	97.00
278690.5240.510	D & D RENTALS INC	RENT ASSIST	134.00
278690.5240.510	D & D RENTALS INC	RENT ASSIST	257.00
278690.5240.510	D & D RENTALS INC	RENT ASSIST	394.00
278690.5240.510	D & D RENTALS INC	RENT ASSIST	408.00
278690.5240.510	D&J RENTALS COOPERATIVE	RENT ASSIST	544.00
278690.5240.510	DALEEN MICHEL	RENT ASSIST	347.00
101140.5132.000	DANKO EMERGENCY EQUIPMENT CO.	BULLARD SHIRT	72.61
233410.5718.000	DANNCO INC	Bases	958.00
101110.5600.000	DASH MEDICAL	NITRILE GLOVES	51.90
278690.5240.510	DAVID M PYLE	RENT ASSIST	121.00
101581.5261.760	DAVID PILLE	412 E STATE MOWING	320.00
278690.5240.510	DEBORAH SPECHT	RENT ASSIST	214.00
278690.5240.510	DEBRA J OETKER	RENT ASSIST	74.00
278690.5240.510	DEBRA J OETKER	RENT ASSIST	146.00

278690.5240.510	DEBRA J OETKER	RENT ASSIST	206.00
283210.5433.000	DESIGNER INN & SUITES	RELOCATION	231.83
283210.5433.000	DESIGNER INN & SUITES	RELOCATION	231.83
101581.5261.760	DEVIG SERVICES	1109 S 4TH MOWING	75.00
101581.5261.760	DEVIG SERVICES	505 N 5TH S MOWING	45.00
101581.5261.760	DEVIG SERVICES	902 E ANSON MOWING	55.00
101581.5261.760	DEVIG SERVICES	906 S 11TH MOWING	55.00
101581.5261.760	DEVIG SERVICES	908 SUMMIT MOWING	55.00
101581.5261.760	DEVIG SERVICES	910 S 11TH MOWING	55.00
101581.5261.760	DEVIG SERVICES	920 N 5TH AVE MOWING	75.00
206710.5600.000	DIAMOND VOGEL PAINTS	TAPE/SUPPLIES	32.51
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE STREET PAINT	311.40
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE STREET PAINT	474.30
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE STREET PAINT	813.30
101421.5600.010	DISCOUNT SCHOOL SUPPLY	CAMP SUPPLIES	16.77
101421.5600.010	DISCOUNT SCHOOL SUPPLY	CAMP SUPPLIES	16.77
101421.5600.010	DISCOUNT SCHOOL SUPPLY	CAMP SUPPLIES	16.79
101000.4477.000	DONNA COLLINS	DHS CHILD CARE	748.00
278690.5240.510	DOUGLAS HAGELE	RENT ASSIST	117.00
101140.5600.000	ED M FELD EQUIPMENT CO INC	MIC PKG/CLIP	52.00
101140.5600.000	ED M FELD EQUIPMENT CO INC	TURN ADAPTOR	57.00
150140.5749.000	ED M FELD EQUIPMENT CO INC	26 S.C.B.A.	15,777.00
240140.5749.000	ED M FELD EQUIPMENT CO INC	26 S.C.B.A.	141,993.00
206120.5600.000	ELECTRIC SUPPLY OF M'TOWN	OP SUPPLIES	26.00
206120.5600.000	ELECTRIC SUPPLY OF M'TOWN	OP SUPPLIES	28.77
206710.5600.000	ELECTRIC SUPPLY OF M'TOWN	OP SUPPLIES	59.70
510531.5600.531	ELECTRIC SUPPLY OF M'TOWN	18TH AVE SW	604.81
520520.5600.000	ELECTRIC SUPPLY OF M'TOWN	OP SUPPLIES	312.26
206710.5340.010	ELECTRONIC ENGINEERING CO INC	GPS EQUIPMENT	1,038.70
510531.5340.010	ELECTRONIC ENGINEERING CO INC	GPS EQUIPMENT	63.92
520590.5340.010	ELECTRONIC ENGINEERING CO INC	GPS EQUIPMENT	95.88
278690.5240.510	ELWAYNE INC	RENT ASSIST	153.00
278690.5240.510	ELWAYNE INC	RENT ASSIST	206.00
278690.5240.510	ELWAYNE INC	RENT ASSIST	209.00
278690.5240.510	ELWAYNE INC	RENT ASSIST	221.00
278690.5240.510	ELWAYNE INC	RENT ASSIST	250.00
278690.5240.510	ELWAYNE INC	RENT ASSIST	256.00
278690.5240.510	ELWAYNE INC	RENT ASSIST	111.00
101420.5340.640	EMILY HAZEN	8/17-9/06 ZUMBA	225.00
101110.5132.000	ENTENMANN ROVIN COMPANY	REFINISH BADGE	80.50
283210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L.C	402 N 3RD ST	94.25
283210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L.C	402 N 3RD ST	94.25
283210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L.C	RETEST 402	36.25
520520.5600.000	EVOQUA WATER TECHNOLOGIES LLC	FLIGHTS PRIMARY	720.00
278690.5240.510	F & C RENTALS LLC	RENT ASSIST	355.00
230110.5460.000	FAREWAY STORES INC	HOSPITALITY	27.47

230110.5460.000	FAREWAY STORES INC	HOSPITALITY	48.56
230110.5600.000	FAREWAY STORES INC	STUDENT ACADEMY	118.85
278690.5240.510	FARRELL PROPERTIES, INC	RENT ASSIST	200.00
278690.5240.510	FARRELL PROPERTIES, INC	RENT ASSIST	214.00
278690.5240.510	FARRELL PROPERTIES, INC	RENT ASSIST	219.00
278690.5240.510	FARRELL PROPERTIES, INC	RENT ASSIST	225.00
520520.5600.000	FASTENAL COMPANY	OP SUPPLIES	90.78
520520.5600.000	FASTENAL COMPANY	OP SUPPLIES	229.21
520520.5600.000	FASTENAL COMPANY	OP SUPPLIES	6.06
520520.5600.000	FASTENAL COMPANY	RETRN SUPP	(85.79)
283210.5360.000	FEDEX	HUD CLOSE OUT PAPERS	119.03
999.1109.000	FIRE UNION DUES #61-401-7 LOCAL 16 IAFF	FIRE UNION	1,200.00
101310.5600.010	FIRST BOOK	BOOKS FOR PROGRAM	90.70
101340.5331.500	FISHER COMMUNITY CENTER	MONTHLY APPROPRIATION	6,396.63
520520.5230.030	FOX ENGINEERING ASSOCIATES INC	6/28-7/31 CONSULTING	3,298.75
520520.5230.030	FOX ENGINEERING ASSOCIATES INC	CAT BIOGAS	491.00
528590.5230.030	FOX ENGINEERING ASSOCIATES INC	SANITARY SEWER	4,434.00
528590.5230.030	FOX ENGINEERING ASSOCIATES INC	SANITARY SEWER	4,532.51
528590.5230.030	FOX ENGINEERING ASSOCIATES INC	TURNER ST INTERCEPTOR	3,889.45
278690.5240.510	FRIENDLY VALLEY APARTMENTS LLC	RENT ASSIST	103.00
278690.5240.510	FRIENDLY VALLEY APARTMENTS LLC	RENT ASSIST	132.00
101000.4870.850	G F O A	refund	(100.00)
233410.5340.010	G&K SERVICES	TOWEL SERVICE	6.00
233410.5340.010	G&K SERVICES	TOWEL SERVICE	6.00
233410.5340.010	G&K SERVICES	TOWEL SERVICE	6.00
233410.5340.010	G&K SERVICES	TOWEL SERVICE	6.00
101110.5132.000	GALLS LLC	3 COMMENDATTIONS	48.50
101110.5132.000	GALLS LLC	DUTY BOOTS-	165.00
101110.5132.000	GALLS LLC	HASH MARKS	9.90
278690.5240.510	GARWIN TRUST % S KIENZLE	RENT ASSIST	127.00
278690.5240.510	GARY W FERNEAU	RENT ASSIST	355.00
278690.5240.510	GLADBROOK HOUSING	RENT ASSIST	183.00
278690.5240.510	GLENDA DRIVE LLC	RENT ASSIST	68.00
278690.5240.510	GLENDA DRIVE LLC	RENT ASSIST	226.00
278690.5240.510	GLENDA DRIVE LLC	RENT ASSIST	296.00
278690.5240.510	GLENDA DRIVE LLC	RENT ASSIST	351.00
278690.5240.510	GLENDA DRIVE LLC	RENT ASSIST	488.00
278690.5240.510	GLENDA DRIVE LLC	RENT ASSIST	575.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	96.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	127.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	135.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	157.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	185.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	194.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	203.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	221.00

278690.5240.510	GRANT PARK LLC	RENT ASSIST	230.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	245.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	249.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	250.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	253.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	253.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	269.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	314.00
278690.5240.510	GREGORY J SPECHT	RENT ASSIST	393.00
520520.5600.030	HACH COMPANY	CHROMIUM SOLUTION	111.63
101110.5132.000	HAIX NORTH AMERICA	BOOTS -	253.95
101110.5460.000	HAMPTON INN	MEETING ROOM	450.00
233410.5410.000	HANKE REFRIGERATION	6TH ST COOLER	82.50
520520.5340.240	HAY CONSTRUCTION SVCS INC	WPCP CONCRETE	29,278.05
101891.5600.100	HEART OF IOWA COMM	FIBER MGMNT	755.00
206710.5450.000	HEART OF IOWA COMM	INTERNET SERVICE	235.09
290113.5450.000	HEART OF IOWA COMM	INTERNET SERVICE	450.00
290113.5450.000	HEART OF IOWA COMM	INTERNET SERVICE	88.00
510531.5450.000	HEART OF IOWA COMM	INTERNET SERVICE	47.02
520590.5450.000	HEART OF IOWA COMM	INTERNET SERVICE	70.53
550780.5450.000	HEART OF IOWA COMM	INTERNET SERVICE	117.54
101140.5600.000	HEART TECH SMART	SMART PADS	112.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSIST	65.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSIST	98.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSIST	114.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSIST	116.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSIST	187.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSIST	197.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSIST	239.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSIST	239.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSIST	243.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSIST	44.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSIST	82.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSIST	141.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSIST	158.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSIST	207.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSIST	210.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSIST	211.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSIST	221.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSIST	253.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSIST	253.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSIST	253.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSIST	253.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSIST	255.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSIST	257.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSIST	259.00

278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSIST	259.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSIST	273.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSIST	281.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSIST	347.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSIST	419.00
101310.5600.000	HOBBY-LOBBY	SUPPLIES	4.95
206120.5600.000	HOME RENTAL CENTER	OP SUPPLIES	105.00
520520.5600.000	HOME RENTAL CENTER	TRIMMER LINE	41.00
278690.5240.510	HUBBARD MAPLE STREET APT	RENT ASSIST	38.00
278690.5240.510	HUBBARD MAPLE STREET APT	RENT ASSIST	134.00
278690.5240.510	HUBBARD MAPLE STREET APT	RENT ASSIST	170.00
278690.5240.510	HUBBARD MAPLE STREET APT	RENT ASSIST	181.00
278690.5240.510	HUBBARD MAPLE STREET APT	RENT ASSIST	192.00
278690.5240.510	HUBBARD MAPLE STREET APT	RENT ASSIST	194.00
278690.5240.510	HUBBARD MAPLE STREET APT	RENT ASSIST	430.00
101310.5600.010	HY-VEE ACCOUNTS RECEIVABLE	BALLOONS	9.00
230110.5460.000	HY-VEE ACCOUNTS RECEIVABLE	HOSPITALITY	11.25
230110.5460.000	HY-VEE ACCOUNTS RECEIVABLE	HOSPITALITY	21.98
230110.5460.000	HY-VEE ACCOUNTS RECEIVABLE	HOSPITALITY	25.67
230110.5460.000	HY-VEE ACCOUNTS RECEIVABLE	HOSPITALITY	29.47
230110.5460.000	HY-VEE ACCOUNTS RECEIVABLE	HOSPITALITY	37.94
230110.5460.000	HY-VEE ACCOUNTS RECEIVABLE	HOSPITALITY	45.43
230110.5600.000	HY-VEE ACCOUNTS RECEIVABLE	STUDENT ACADEMY	49.96
684990.5250.000	I I H B R A	ANNUAL ASSESSMENT	6,901.40
530540.5216.000	IA CRIMINAL RECORD CHECKS	BACKGROUND CHK	15.00
999.1130.000	ICMA RETIREMENT 457	RETIREMENT FUND	7,408.00
999.1130.000	ICMA RETIREMENT 457	RETIREMENT FUND	24,740.22
999.1111.000	IMWCA	WORKERS COMP	9,579.00
101110.5280.000	INTERNATIONAL ASSOC FOR ID.	IAI DUES	80.00
101140.5600.000	INTERSTATE ALL BATTERY CENTER	BATTERY PACK	71.70
520520.5600.000	INTERSTATE CHEMICAL CO INC	CITRIC ACID	1,078.00
101560.5280.000	INTL ASSOC OF PLBG & MECH OFFC	MEMBERSHIP	200.00
101840.5280.000	INTL INSTITUTE OF MUN CLERKS	RENEWAL	195.00
238410.5260.000	ICAP-INSURANCE CLAIMS	MCCORD-ROCK CHIPS	248.84
238712.5260.000	ICAP-INSURANCE CLAIMS	MUMMERT-FENCE	569.70
283210.5250.000	IOWA COUNTY RECORDER	RECORDING	19.00
101110.5340.070	IOWA DEPT OF PUBLIC SAFETY	TERMINAL BILL	249.30
290113.5340.070	IOWA DEPT OF PUBLIC SAFETY	1/3 LINE CHG	360.00
290113.5340.070	IOWA DEPT OF PUBLIC SAFETY	TERMINAL BILL	2,243.70
101330.5216.000	IOWA DEPT PUBLIC SAFETY	BACKGROUND CHK	100.00
101421.5216.000	IOWA DEPT PUBLIC SAFETY	BACKGROUND CHK	50.00
101440.5216.000	IOWA DEPT PUBLIC SAFETY	BACKGROUND CHK	50.00
101140.5151.000	IOWA HEART CENTER P C	PRE EMPLOYMENT CHECKUP	335.00
101831.5460.000	IOWA LEAGUE OF CITIES	MID SIZED MAYOR MEETING	40.94
101310.5460.000	IOWA LIBRARY SERVICES	WORKSHOP REGISTRATION	100.00
278690.5460.000	IOWA NAHRO	LARSON/SPOHNHEIMER	100.00

206710.5610.910	IOWA PRISON INDUSTRIES	ROAD CLOSED SIGNS	367.84
206710.5610.910	IOWA PRISON INDUSTRIES	SPEED LIMIT SIGNS	157.30
550780.5460.000	IOWA PUBLIC TRANSIT ASSOC	ANNUAL MEMBERSHIP FEE	2,130.00
510532.5340.010	IOWA RIVER WILDLIFE CONTROL	AUGUST TRAPPING	387.50
101440.5410.000	IOWA WHOLESALE SUPPLY	REPAIRS	10.04
520520.5600.000	IOWA WHOLESALE SUPPLY	HOT WATER	170.27
101420.5460.000	IPRA	FALL WORKSHOP	145.00
101420.5600.450	IPRA	ZOO/LOST ISLAND CAMPS	458.00
999.0110.050	IUPAT PPME LOCAL 2003	IUPAT PPME	924.59
278690.5240.510	J&N HOME RENTALS LLC	RENT ASSIST	385.00
278690.5240.510	JAMES HATCH	RENT ASSIST	226.00
278690.5240.510	JAMES HATCH	RENT ASSIST	369.00
278690.5240.510	JAMES HATCH	RENT ASSIST	419.00
278690.5240.510	JAMMIE HOWARD	RENT ASSIST	111.00
278690.5240.510	JANET HALA	RENT ASSIST	173.00
278690.5240.510	JANET HALA	RENT ASSIST	235.00
278690.5240.510	JANET HALA	RENT ASSIST	238.00
278690.5240.510	JANET HALA	RENT ASSIST	253.00
278690.5240.510	JAY HANSEN	RENT ASSIST	290.00
278690.5240.510	JAY HANSEN	RENT ASSIST	450.00
278690.5240.510	JB COOPERATIVE ASSOCIATION	RENT ASSIST	113.00
278690.5240.510	JB COOPERATIVE ASSOCIATION	RENT ASSIST	253.00
278690.5240.510	JEAN CLAWSON	RENT ASSIST	236.00
278690.5240.510	JEAN CLAWSON	RENT ASSIST	236.00
278690.5240.510	JEAN CLAWSON	RENT ASSIST	246.00
278690.5240.570	JENNIFER KARNS	UTILITY ASS	49.00
206710.5600.000	JIFFY GAS	OP SUPPLIES	20.68
283210.5472.000	JOEL S CHANDLER	MILEAGE	32.76
278690.5240.510	JOHN E NOVAK	RENT ASSIST	356.00
520520.5980.000	JUDY HARVEY	SEWER CHARGE REFUND	61.04
101420.5340.640	KAREN GALE	8/17-9/6 ZUMBA	337.50
520520.5600.030	KEYSTONE LAB INC	MERCURY ANALYSIS	28.00
101141.5460.000	KIRKWOOD COMMUNITY COLLEGE	CLASS REGISTRATION	160.00
290113.5600.000	KOCH BROTHERS	2 TONERS	286.65
101110.5570.010	KUM & GO #701	FUEL -	12.13
278690.5240.510	LARRY A & KAREN BROWN	RENT ASSIST	538.00
278690.5240.510	LARRY VEST	RENT ASSIST	236.00
101410.5562.000	LARRY'S TOWING & TIRE SERVICE	Tire repair	150.00
278690.5240.510	LAVERNA WARDEN	RENT ASSIST	223.00
278690.5240.510	LAVERNA WARDEN	RENT ASSIST	411.00
278690.5240.510	LAWTHERS PROPERTY MANAGEMENT	RENT ASSIST	253.00
278690.5240.510	LAWTHERS PROPERTY MANAGEMENT	RENT ASSIST	432.00
278690.5240.510	LAWTHERS PROPERTY MANAGEMENT	RENT ASSIST	484.00
520520.5410.000	LEDFORD TREE & LAWN SERVICE CO	TREE REMOVAL	370.00
278690.5240.510	LESLIE SCOTT	RENT ASSIST	410.00
101110.5340.800	LHOGELAND AUTO PLAZA LLC	TOW CAR #52	100.00

233410.5600.080	LIGHTENING SUPPLY	OP SUPPLIES	166.43
278690.5240.510	LINDA WIEBENSOHN	RENT ASSIST	106.00
278690.5240.510	LOIS HANSON	RENT ASSIST	229.00
278690.5240.510	LYLE MATNEY	RENT ASSIST	271.00
101410.5562.000	M GERVICH & SONS INC	MOWER DECK	40.00
101561.5360.000	MAIL SERVICES	RENTAL INPS	12.53
101561.5360.000	MAIL SERVICES	RENTAL INSP	16.74
101790.5360.000	MAIL SERVICES	PARKING	38.54
101840.5360.000	MAIL SERVICES	CITY ADMIN&PROJ	61.44
101840.5360.000	MAIL SERVICES	CITY ADMIN&PROJ	266.86
278690.5360.000	MAIL SERVICES	RENT ASSIST	20.74
278690.5360.000	MAIL SERVICES	RENT ASSIST	44.92
283210.5360.000	MAIL SERVICES	LEAD ABATEM	2.13
283210.5360.000	MAIL SERVICES	LEAD ABATEM	3.14
278690.5240.510	MARCIA SCHULER-VAN LANGEN	RENT ASSIST	225.00
278690.5240.510	MARION MANOR II	RENT ASSIST	326.00
101421.5340.630	MARK S. COLLISON	SUMMER GOLF	129.50
278690.5240.510	MARSHA KRAMER	RENT ASSIST	127.00
230110.5331.500	MARSHALL COUNTY CRIME STOPPERS	PASS THROUGH PAYMENT	50.00
230110.5331.500	MARSHALL COUNTY CRIME STOPPERS	PASS THROUGH PAYMENT	100.00
230110.5331.500	MARSHALL COUNTY CRIME STOPPERS	PASS THROUGH PAYMENT	250.00
230110.5331.500	MARSHALL COUNTY CRIME STOPPERS	PASS THROUGH PAYMENT	500.00
230110.5331.500	MARSHALL COUNTY CRIME STOPPERS	PASS THROUGH PAYMENT	600.00
230110.5331.500	MARSHALL COUNTY CRIME STOPPERS	PASS THROUGH PAYMENT	1,600.00
101410.5340.010	MARSHALL COUNTY LANDFILL	TIRES	10.33
101410.5340.010	MARSHALL COUNTY LANDFILL	TIRES	89.76
101410.5340.010	MARSHALL COUNTY LANDFILL	TIRES	95.37
206710.5340.010	MARSHALL COUNTY LANDFILL	TIRES	100.00
290113.5340.150	MARSHALL COUNTY TREASURER	LABOR/INTER	327.50
101170.5331.500	MARSHALL CTY EMERG MGMT AGENCY	MONTHLY PAY	2,325.42
101410.5410.000	MARSHALL GLASS INC	FIRE DEPT WINDOW	431.90
101410.5340.010	MARSHALLTOWN KIWANIS PM	WEST END PARK MOWING	660.00
278690.5240.510	MARSHALLTOWN SENIOR RESIDENCES	RENT ASSIST	38.00
278690.5240.510	MARSHALLTOWN SENIOR RESIDENCES	RENT ASSIST	51.00
278690.5240.510	MARSHALLTOWN SENIOR RESIDENCES	RENT ASSIST	82.00
278690.5240.510	MARSHALLTOWN SENIOR RESIDENCES	RENT ASSIST	101.00
278690.5240.510	MARSHALLTOWN SENIOR RESIDENCES	RENT ASSIST	123.00
278690.5240.510	MARSHALLTOWN SENIOR RESIDENCES	RENT ASSIST	161.00
278690.5240.510	MARSHALLTOWN SENIOR RESIDENCES	RENT ASSIST	197.00
278690.5240.510	MARSHALLTOWN SENIOR RESIDENCES	RENT ASSIST	205.00
278690.5240.510	MARSHALLTOWN SENIOR RESIDENCES	RENT ASSIST	253.00
278690.5240.510	MARSHALLTOWN SENIOR RESIDENCES	RENT ASSIST	259.00
278690.5240.510	MARSHALLTOWN SENIOR RESIDENCES	RENT ASSIST	264.00
278690.5240.510	MARSHALLTOWN SUNDANCE APTS	RENT ASSIST	233.00
278690.5240.510	MARSHALLTOWN SUNDANCE APTS	RENT ASSIST	266.00
278690.5240.510	MARSHALLTOWN SUNDANCE APTS	RENT ASSIST	484.00

101540.5220.000	MARSHALLTOWN WATER WORKS	4975 LANDFILL BILLS	248.75
152451.5480.030	MARSHALLTOWN WATER WORKS	6/17-8/18 COLISEUM	138.52
206120.5230.000	MARSHALLTOWN WATER WORKS	290 LOCATES	70.40
281690.5480.030	MARSHALLTOWN WATER WORKS	6/15-8/13 LEAD HOUSE	56.20
510531.5220.000	MARSHALLTOWN WATER WORKS	4871 SEWER BILLS	243.55
510531.5230.000	MARSHALLTOWN WATER WORKS	290 LOCATES	28.16
520520.5220.000	MARSHALLTOWN WATER WORKS	JULY SANITARY SEWER	7,745.43
520520.5480.030	MARSHALLTOWN WATER WORKS	AUGUST PLANT WATER	1,002.55
520590.5230.000	MARSHALLTOWN WATER WORKS	290 LOCATES	42.24
101440.5331.500	MARSHALLTOWN YMCA-YWCA	END OF SEASON COSTS	4,000.74
278690.5240.510	MARY JASPERS	RENT ASSIST	122.00
278690.5240.510	MAX & VELMA NELSON	RENT ASSIST	253.00
520520.5600.000	MC2 INC	O-RING KIT	341.74
101110.5410.000	MCATEE TIRE SALES & SERVICE INC	TIRE REPAIR	18.50
101110.5410.000	MCATEE TIRE SALES & SERVICE INC	TIRE REPAIR	18.50
101110.5410.000	MCATEE TIRE SALES & SERVICE INC	TIRE REPAIR	18.50
206710.5410.000	MCATEE TIRE SALES & SERVICE INC	TIRE REPAIR	167.50
510531.5410.000	MCATEE TIRE SALES & SERVICE INC	REPAIRS	7.40
520590.5410.000	MCATEE TIRE SALES & SERVICE INC	REPAIRS	11.10
550780.5570.030	MCATEE TIRE SALES & SERVICE INC	TIRES/SERVICES	2,337.24
101310.5450.000	MEDIACOM	INTERNET LIBRARY	75.90
233410.5450.000	MEDIACOM	WIFI at 6th ST COMPLEX	94.59
247410.5450.000	MEDIACOM	RIVERVIEW INTERNET	69.95
510531.5450.000	MEDIACOM	WPCP ONLINE	10.72
520520.5450.000	MEDIACOM	WPCP ONLINE	87.45
520590.5450.000	MEDIACOM	WPCP ONLINE	10.72
681110.5338.000	MEDTRAK SERVICES LLP	8/1-8/15 PRESC MEDS	291.75
681140.5338.000	MEDTRAK SERVICES LLP	7/16-7/31 411 MEDS	144.46
681140.5338.000	MEDTRAK SERVICES LLP	8/16-8/31 PRESC MEDS	93.27
681140.5338.000	MEDTRAK SERVICES LLP	8/1-8/15 PRESC MEDS	1,438.33
101110.5600.000	MENARDS	2 RUGS	40.40
101110.5600.000	MENARDS	2 RUGS	44.44
101110.5600.000	MENARDS	CREDIT - 2RUGS	(44.44)
101140.5600.000	MENARDS	FILTER	10.84
101140.5600.000	MENARDS	PIZZA OVEN	49.98
101140.5600.000	MENARDS	SUPPLIES	9.25
101310.5600.000	MENARDS	OP SUPPLIES	5.00
101410.5600.080	MENARDS	BLDG MATERIALS	40.43
101410.5600.080	MENARDS	OP SUPPLIES	11.91
101440.5410.000	MENARDS	REPAIRS	7.50
101440.5600.080	MENARDS	OP SUPPLIES	6.90
101440.5600.080	MENARDS	OP SUPPLIES	11.68
101770.5600.000	MENARDS	OP SUPPLIES	38.33
101881.5600.000	MENARDS	OP SUPPLIES	47.88
206710.5570.000	MENARDS	GAS LINE	10.83
206710.5600.000	MENARDS	OP SUPPLIES	3.98

206710.5600.000	MENARDS	OP SUPPLIES	4.26
206710.5600.000	MENARDS	OP SUPPLIES	5.96
206710.5600.000	MENARDS	OP SUPPLIES	9.39
206710.5600.000	MENARDS	OP SUPPLIES	24.99
206710.5600.000	MENARDS	OP SUPPLIES	33.48
206710.5600.000	MENARDS	OP SUPPLIES	34.70
206710.5600.000	MENARDS	OP SUPPLIES	66.71
206710.5600.000	MENARDS	OP SUPPLIES	79.78
233410.5600.080	MENARDS	BLDG MATERIALS	10.47
520520.5600.000	MENARDS	TOOL BAG	19.98
520520.5600.030	MENARDS	LAB SUPPLIES	62.00
278690.5240.510	MERLIN REID	RENT ASSIST	94.00
278690.5240.510	MERLIN REID	RENT ASSIST	107.00
101110.5151.000	METHODIST OCC HEALTH&WELLNESS	PRE-EMPLOYMENT TESTING	988.73
278690.5240.510	MICHAEL P MURPHY	RENT ASSIST	163.00
278690.5240.510	MICHAEL T SCHMIDT & DEBBIE	RENT ASSIST	167.00
278690.5240.510	MICHAEL T SCHMIDT & DEBBIE	RENT ASSIST	266.00
206710.5600.000	MID IOWA SALES COMPANY	SHRINK TUBING	19.50
520520.5600.030	MIDLAND SCIENTIFIC INC	BUFFER pH5.	53.61
520520.5600.030	MIDLAND SCIENTIFIC INC	ELECTRODE	317.06
520520.5600.030	MIDLAND SCIENTIFIC INC	FILTER PAPER	125.51
278690.5240.510	MIKE TAYLOR	RENT ASSIST	150.00
290113.5450.000	MINERVA VALLEY TELEPHONE	SERVICES	50.00
550780.5360.000	MINUTEMAN INC	FED EX SHIP	8.98
101110.5570.000	NAPA	METAL POLE	7.99
101110.5570.000	NAPA	REAR ROTOR	37.49
101110.5570.000	NAPA	REFLEX SHOC	127.97
101140.5600.000	NAPA	METAL POLIS	28.83
101410.5562.000	NAPA	DELVAC OIL	11.75
101410.5570.000	NAPA	#711 VAN PA	89.21
101560.5570.000	NAPA	HOUSING TRU	11.88
152451.5600.080	NAPA	OP SUPPLIES	14.31
206120.5570.000	NAPA	VEHICLE MAI	37.47
206710.5600.000	NAPA	ACCESSORIES	20.74
206710.5600.000	NAPA	ADAPTERS	13.11
206710.5600.000	NAPA	ADJUSTABLE	48.05
206760.5600.000	NAPA	OP SUPPLIES	7.99
520520.5570.000	NAPA	OIL, FILTER	70.78
520520.5600.000	NAPA	SCREW PMPS	21.99
550780.5570.000	NAPA	BATTERY	273.59
550780.5570.000	NAPA	CORE DEPOSIT	70.56
550780.5570.000	NAPA	GEAR WRENCH	37.84
550780.5570.000	NAPA	KSEAL	9.79
550780.5570.000	NAPA	RIVETER/RIVETS	56.81
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	83.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	100.00

278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	104.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	131.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	151.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	156.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	158.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	177.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	182.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	203.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	208.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	226.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	238.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	246.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	273.00
550780.5210.000	MULTIMEDIA SALES & MARKETING INC	PROMO ON KXIA	390.00
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	POLICE&FIRE	112,235.15
278690.5240.510	NANCY JO SMITH	RENT ASSIST	145.00
278690.5240.510	NANCY JO SMITH	RENT ASSIST	194.00
278690.5240.510	NANCY JO SMITH	RENT ASSIST	200.00
150110.5749.000	NATIONAL PRODUCTS INC	TABLET MOUNT	118.50
150891.5600.100	NATIONAL PRODUCTS INC	TABLET MOUNT	237.02
206710.5703.000	NEWEGG INC	COMPUTER	91.50
510531.5703.000	NEWEGG INC	COMPUTER	45.75
520590.5703.000	NEWEGG INC	COMPUTER	45.75
278690.5240.570	NIKKI WAGNER	UTILITY ASST	13.00
278690.5240.510	NORTH TAMA HOUSING, INC	RENT ASSIST	145.00
278690.5240.510	NORTH TAMA HOUSING, INC	RENT ASSIST	176.00
278690.5240.510	NORTH TAMA HOUSING, INC	RENT ASSIST	177.00
206710.5600.000	NORTHERN TOOL & EQUIPMENT CO	OP SUPPLIES	29.97
101110.5370.000	ON-SITE INFO DESTRUCTION SERVICES	SHREDDING	40.00
101140.5570.000	O'REILLY AUTOMOTIVE INC	COMPRESSOR	(10.00)
101140.5570.000	O'REILLY AUTOMOTIVE INC	COMPRESSOR	207.67
101890.5600.000	OSI UNITED	OP SUPPLIES	104.40
153110.5410.000	PAJIC TUCK POINTING LLC	TUCK POINT	17,650.00
101421.5600.010	PAPA MURPHYS	CAMP MARSHALLTOWN	137.00
278690.5240.510	PARK ELMS LLC	RENT ASSIST	522.00
101110.5280.000	PATC	OWI&TRAFFIC	10.00
101110.5600.000	PAYPAL	GUN LOCK	8.99
520520.5600.000	PENTZ APPLIANCE & TV	WASHING MACHINE	999.00
230110.5460.000	PERFECT GAMES INC.	STUDENT ACADEMY	141.93
230110.5460.000	PERFECT GAMES INC.	STUDENT ACADEMY	161.92
283210.5410.000	PETTENGILL CONSTRUCTION	509 S BROADWAY	500.00
520520.5600.000	PETTY CASH - WPCP DEPARTMENT	PLUMBING SUPPLIES	3.54
152451.5410.000	PHILLIPS' FLOORS INC	BOARD REPAIRS	250.00
152451.5410.150	PHILLIPS' FLOORS INC	REFINISH COLISEUM FLOOR	4,774.00
101421.5340.630	PLAZA T THEATERS	CAMP MTOWN	66.00
101410.5600.080	PLUMB SUPPLY	Clamp & Saw	29.89

101440.5410.000	PLUMB SUPPLY	REPAIRS	202.92
520520.5600.000	PLUMB SUPPLY	BALL VALVES	88.51
520520.5600.000	PLUMB SUPPLY	COUPLING W/SHEER RINGS	81.47
520520.5600.000	PLUMB SUPPLY	COUPLING W/SHEER RINGS	126.85
520520.5600.000	PLUMB SUPPLY	GAS COMP COUPLING	6.16
520520.5600.000	PLUMB SUPPLY	OP SUPPLIES	59.10
101421.5340.640	POLK COUNTY CONSERVATION	CAMP MARSHALLTOWN	600.00
101110.5460.000	PRAETORIAN GROUP INC	ANNUAL BILL-POLICE DEPT	2,744.00
278690.5240.510	PRAIRIE HOME PROPERTIES	RENT ASSIST	263.00
101140.5340.070	PREMIER OFFICE EQUIPMENT	FINAL METER READING	327.96
101140.5340.070	PREMIER OFFICE EQUIPMENT	MAINT CONTRACT	(168.20)
206710.5570.000	QUALITY SERVICES CORPORATION	ALTERNATOR/	388.12
520520.5600.000	R S STOVER	GASKETS, ETC	247.66
520520.5600.000	R S STOVER	REGULATOR	229.12
278690.5240.510	R&A RENTAL PROPERTIES LLC	RENT ASSIST	343.00
278690.5240.510	R&A RENTAL PROPERTIES LLC	RENT ASSIST	500.00
101110.5132.000	RACOM CORPORATION	SCREW KIT	18.00
101410.5600.080	RACOM CORPORATION	SCREW, COVER	5.00
290113.5380.000	RACOM CORPORATION	EDACS AIRTIME	67.10
283210.5472.000	RANDY VAUGHN	MILEAGE	117.00
101831.5057.100	RANDY WETMORE	PHONE ALLOWANCE	62.50
520520.5600.000	RED VALVE COMPANY INC	SLEEVE FOR FIRE HOSE	554.03
278690.5240.510	REM HOMES LLC	RENT ASSIST	241.00
278690.5240.510	REM HOMES LLC	RENT ASSIST	458.00
278690.5240.510	RENATO GONZALEZ	RENT ASSIST	199.00
278690.5240.510	REP CORP	RENT ASSIST	53.00
473710.5340.240	REX DAY	CONCRETE REPAIRS	40,961.53
101110.5600.000	RHINE GROUP	GUN PART	18.50
278690.5240.510	RICK SESKER	RENT ASSIST	201.00
278690.5240.510	RICK STICHTER	RENT ASSIST	310.00
550780.5570.010	RIDE SYSTEMS	GPS TRACKING	300.00
278690.5240.510	RIVER BIRCH APTS	RENT ASSIST	19.00
278690.5240.510	RIVER BIRCH APTS	RENT ASSIST	178.00
278690.5240.510	RIVER OAKS APARTMENTS	RENT ASSIST	191.00
278690.5240.510	RIVER OAKS APARTMENTS	RENT ASSIST	205.00
278690.5240.510	RIVER OAKS APARTMENTS	RENT ASSIST	406.00
278690.5240.510	ROBERT EAKIN	RENT ASSIST	154.00
278690.5240.510	ROBERT EAKIN	RENT ASSIST	186.00
278690.5240.510	ROBERT FISCHELS	RENT ASSIST	174.00
278690.5240.510	ROBERT FISCHELS	RENT ASSIST	203.00
206710.5340.290	ROBERT H HIBBS	TREE ASSESS	350.00
278690.5240.510	ROBERT HESSENIUS	RENT ASSIST	84.00
520520.5251.000	ROBERT T RANSON	CDL LICENSE	75.50
278690.5240.510	ROBIN WEIDNER	RENT ASSIST	223.00
278690.5240.510	RODNEY W LAWSON	RENT ASSIST	103.00
278690.5240.510	RODNEY W LAWSON	RENT ASSIST	237.00

278690.5240.510	ROGER HATCH	RENT ASSIST	274.00
278690.5240.510	RONALD J IOLE	RENT ASSIST	124.00
278690.5240.510	ROSA ANAYA	RENT ASSIST	187.00
278690.5240.510	S & E INVESTMENT LLC	RENT ASSIST	163.00
101140.5600.000	SAM'S CLUB	MULTIFOLD TOWELS	121.29
278690.5240.510	SCENIC RENTALS	RENT ASSIST	168.00
520520.5380.000	SCHARNWEBER WATER	WATER SOFTER	27.00
101410.5340.010	SCHENDEL PEST CONTROL COMPANY	REUNION HALL	40.00
101880.5410.000	SCHENDEL PEST CONTROL COMPANY	CITY HALL/POLICE DEPT	58.00
152451.5340.010	SCHENDEL PEST CONTROL COMPANY	COLISEUM	22.50
101410.5340.010	SCOTT TENT & AWNING COMPANY	AUGUST CONTRACT MOWING	876.00
206710.5340.500	SCOTT TENT & AWNING COMPANY	AUGUST CONTRACT MOWING	488.00
277660.5261.760	SCOTT TENT & AWNING COMPANY	AUGUST CONTRACT MOWING	80.00
277660.5261.760	SCOTT TENT & AWNING COMPANY	AUGUST CONTRACT MOWING	80.00
281690.5261.760	SCOTT TENT & AWNING COMPANY	AUGUST CONTRACT MOWING	80.00
281690.5261.760	SCOTT TENT & AWNING COMPANY	AUGUST CONTRACT MOWING	80.00
281690.5261.760	SCOTT TENT & AWNING COMPANY	AUGUST CONTRACT MOWING	100.00
281690.5261.760	SCOTT TENT & AWNING COMPANY	AUGUST CONTRACT MOWING	100.00
510532.5340.010	SCOTT TENT & AWNING COMPANY	AUGUST CONTRACT MOWING	72.00
520520.5340.010	SCOTT TENT & AWNING COMPANY	AUGUST CONTRACT MOWING	1,025.00
278690.5240.570	SERENA BLACKSTOCK	UTILITY ASST	43.00
278690.5240.510	SERINA STABENOW	RENT ASSIST	143.00
278690.5240.510	SHANE ECKLOR	RENT ASSIST	260.00
278690.5240.510	SHANE ECKLOR	RENT ASSIST	288.00
278690.5240.510	SHEILA F & PAUL JARED	RENT ASSIST	179.00
278690.5240.510	SHEILA F & PAUL JARED	RENT ASSIST	181.00
278690.5240.510	SHEILA F & PAUL JARED	RENT ASSIST	219.00
520520.5600.000	SHERWIN WILLIAMS COMPANY	PAINT FOR PIPING	141.51
520520.5600.000	SHERWIN WILLIAMS COMPANY	PAINT FOR PIPING	141.51
101421.5340.630	SKYZONE	Summer BlasT	520.00
230110.5460.000	SMOKIN' G'S BBQ CATERING	HOSPITALITY-POLICE	475.00
550780.5570.000	SOI*SBS ROCHESTER	VEHICLE MAINT	316.94
206710.5600.000	SPAHN & ROSE LUMBER CO	BLADE CIRCLE	7.40
206710.5600.000	SPAHN & ROSE LUMBER CO	COME ALONG	53.79
206710.5600.000	SPAHN & ROSE LUMBER CO	LINE LEVEL	50.10
206710.5600.000	SPAHN & ROSE LUMBER CO	WOOD/TROWEL	56.90
522590.5230.000	SPEER FINANCIAL,INC.	SEWER BOND	18,500.00
233410.5340.010	SPOTLESS CLEANING	6th ST RESTROOMS	120.00
101110.5600.000	STAPLES	3-PART PAPER	91.65
101110.5600.000	STAPLES	MULTIFOLD TOWELS	57.60
101310.5600.000	STAPLES	PRINTER	249.99
101581.5600.000	STAPLES	TONER	46.95
278690.5240.510	STEELSMITH INVESTMENTS, LLC	RENT ASSIST	138.00
278690.5240.510	STEELSMITH INVESTMENTS, LLC	RENT ASSIST	183.00
278690.5240.510	STEELSMITH INVESTMENTS, LLC	RENT ASSIST	200.00
278690.5240.510	STEELSMITH INVESTMENTS, LLC	RENT ASSIST	214.00

278690.5240.510	STEELSMITH INVESTMENTS, LLC	RENT ASSIST	214.00
278690.5240.510	STEELSMITH INVESTMENTS, LLC	RENT ASSIST	214.00
278690.5240.510	STEELSMITH INVESTMENTS, LLC	RENT ASSIST	466.00
278690.5240.510	STEPHEN IRVINE	RENT ASSIST	62.00
520520.5600.000	STERLING ELECTRIC	DAF SURFACE	69.52
101545.5600.000	STEVE MUNTZ	OKTEMBERFEST	30.00
278690.5240.510	STEVEN AMES	RENT ASSIST	211.00
150110.5749.000	STEW HANSEN'S DODGE CITY	#s 507&527	3,730.00
101140.5340.010	STONE SANITATION	8/1-8/31 CITY	95.17
101410.5340.010	STONE SANITATION	ALL PARKS	814.28
101410.5340.010	STONE SANITATION	PARKS	320.00
101480.5340.010	STONE SANITATION	8/1-8/31 CITY	95.17
101580.5340.010	STONE SANITATION	CENTRAL BUS	200.00
101880.5340.010	STONE SANITATION	8/1-8/31 CITY	145.32
206710.5340.010	STONE SANITATION	8/1-8/31 CITY	95.17
520520.5340.010	STONE SANITATION	8/1-8/31 CITY	95.17
520520.5340.010	STONE SANITATION	GRIT/SCREEN REMOVALS	531.00
278690.5240.510	SUNRISE APARTMENTS, INC	RENT ASSIST	47.00
278690.5240.510	SUNRISE APARTMENTS, INC	RENT ASSIST	51.00
278690.5240.510	SUNRISE APARTMENTS, INC	RENT ASSIST	101.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSIST	19.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSIST	51.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSIST	106.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSIST	181.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSIST	384.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSIST	408.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSIST	530.00
520520.5600.000	SUPPLYHOUSE.COM	ACTUATOR	321.95
150140.5718.000	SW KENNEDY MARINE	DEPOSIT FOR BOAT MOTOR	500.00
101421.5600.010	SWANK MOTION PICTURES	MOVIE IN THE PARK	401.00
278690.5240.570	TANYA PENNING	UTILITY ASST	8.00
101690.5600.000	TARGET	ERROR MISC CHARGE	75.21
999.1128.010	TASC	FLEX BENEFITS	(0.25)
999.1128.010	TASC	FLEX BENEFITS	4,799.56
999.1128.020	TASC	FLEX BENEFITS	1,741.42
999.1128.020	TASC	FLEX BENEFITS	1,741.67
999.1128.020	TASC	FLEX BENEFITS	4,799.56
101310.5732.300	TEA*THE GREAT COURSES	DVDS	529.70
101310.5340.100	TEAM SOFTWARE SOLUTIONS	PUBLIC WEB FEE	125.00
999.1108.000	TEAMSTERS LOCAL 238	LOCAL 238	1,357.80
999.1110.000	TEAMSTERS LOCAL 238	LOCAL 238	163.00
278690.5240.510	TERRY GLAZE	RENT ASSIST	193.00
278690.5240.510	TERRY SHAFFAR	RENT ASSIST	174.00
520520.5600.030	TESTAMERICA INC	LABS FOR E-COLI&FECAL	153.30
520520.5600.030	TESTAMERICA INC	MICROBIOLOGY TESTS	75.00
150110.5749.000	THE GPS STORE	GPS CHIPSET	34.95

150891.5600.100	THE GPS STORE	2-GPS CHIPS	69.90
684990.5337.000	THE HARTFORD-PRIORITY ACCTS	SEPTEMBER INSURANCE	6,021.06
101140.5600.000	THEISEN'S	HOSE	39.99
101140.5600.000	THEISEN'S	OIL DRY	29.94
101140.5600.000	THEISEN'S	TRASH BAGS	29.99
101410.5600.080	THEISEN'S	Supplies	64.92
101410.5600.080	THEISEN'S	Tools	74.98
101580.5600.000	THEISEN'S	Sterilant	72.98
206710.5600.000	THEISEN'S	OP SUPPLIES	34.99
233410.5600.080	THEISEN'S	Supplies	34.93
510531.5600.000	THEISEN'S	OP SUPPLIES	17.05
520520.5132.000	THEISEN'S	PENNINGTON	135.96
520520.5600.000	THEISEN'S	CULTIVATOR,	23.98
520590.5600.000	THEISEN'S	OP SUPPLIES	25.57
230110.5460.000	THOMAS M WATSON	CONFERENCE-	107.12
230110.5570.000	THOMAS M WATSON	CONFERENCE-	66.05
101140.5600.000	THOMPSON'S TRUE VALUE	SUPPLIES	65.36
101310.5600.000	THOMPSON'S TRUE VALUE	PRAIRIE SUPPLIES	51.44
206120.5600.000	THOMPSON'S TRUE VALUE	OP SUPPLIES	16.37
520520.5410.000	THOMPSON'S TRUE VALUE	LAWN MOWER PARTS	56.80
520520.5410.000	THOMPSON'S TRUE VALUE	MOWER REPAIRS	60.78
520520.5410.000	THOMPSON'S TRUE VALUE	REFUND CHARGES	(60.78)
520520.5600.000	THOMPSON'S TRUE VALUE	LAWN MOWER PARTS	16.99
278690.5240.510	TIMBER WOLF VALLEY LLC	RENT ASSIST	60.00
999.0110.160	TIMOTHY D EGGERS	COMP HOURS-	301.35
206710.5749.000	TITAN MACHINERY, INC.	2015 CASE END LOADER	156,626.00
101110.5230.000	TLO TRANSUNION	JUNE INTEL	19.00
278690.5240.510	TOM G PATTERSON	RENT ASSIST	223.00
278690.5240.510	TOM HARRIS	RENT ASSIST	26.00
278690.5240.510	TOM HARRIS	RENT ASSIST	324.00
278690.5240.510	TOM SWITZER RENTAL ACCOUNT	RENT ASSIST	210.00
278690.5240.510	TOM SWITZER RENTAL ACCOUNT	RENT ASSIST	355.00
278690.5240.510	TONY REED	RENT ASSIST	101.00
278690.5240.510	TONY REED	RENT ASSIST	127.00
278690.5240.510	TONY REED	RENT ASSIST	200.00
278690.5240.510	TONY REED	RENT ASSIST	231.00
278690.5240.510	TONY REED	RENT ASSIST	234.00
278690.5240.510	TONY REED	RENT ASSIST	242.00
278690.5240.510	TONY REED	RENT ASSIST	246.00
278690.5240.510	TONY REED	RENT ASSIST	247.00
278690.5240.510	TONY REED	RENT ASSIST	253.00
278690.5240.510	TONY REED	RENT ASSIST	332.00
278690.5240.510	TONY REED	RENT ASSIST	384.00
278690.5240.510	TONY REED	RENT ASSIST	408.00
278690.5240.510	TONY REED	RENT ASSIST	484.00
278690.5240.510	TONY REED	RENT ASSIST	614.00

000844.1520.010	TREASURER ST OF IOWA	7/1-7/31 SALES TAX	1,347.00
000844.1520.020	TREASURER ST OF IOWA	7/1-7/31 SALES TAX	225.00
520520.5440.000	TREASURER ST OF IOWA	7/1-7/31 SALES TAX	9,993.00
520520.5441.000	TREASURER ST OF IOWA	7/1-7/31 SALES TAX	1,666.00
242310.5600.010	TREMONT ON MAIN	ROOM FOR BOOK AUTHOR	198.00
278690.5240.510	TREVRON, LLC	RENT ASSIST	259.00
278690.5240.510	TRI-SQUARE RENTALS, LLC	RENT ASSIST	79.00
278690.5240.510	TT & C COOPERATIVE HOUSING	RENT ASSIST	145.00
278690.5240.510	TT & C COOPERATIVE HOUSING	RENT ASSIST	259.00
278690.5240.510	TT & C COOPERATIVE HOUSING	RENT ASSIST	428.00
999.1117.000	U A W LOCAL 893	PARK&REC UNION	166.63
206120.5450.000	U S CELLULAR	7/12-8/11 POLICE	59.00
206120.5600.000	U S CELLULAR	OP SUPPLIES	(26.74)
206120.5600.000	U S CELLULAR	OP SUPPLIES	26.74
206710.5450.000	U S CELLULAR	7/12-8/11 POLICE	55.26
206760.5450.000	U S CELLULAR	7/12-8/11 POLICE	157.63
510531.5450.000	U S CELLULAR	7/12-8/11 POLICE	25.56
520520.5450.000	U S CELLULAR	8/22-9/21 WPCP	230.98
520590.5450.000	U S CELLULAR	7/12-8/11 POLICE	38.33
550780.5450.000	U S CELLULAR	7/12-8/11 POLICE	29.50
101581.5360.000	U S POST OFFICE	POSTAGE	58.29
520520.5360.000	U S POST OFFICE	KEYSTONE SAMPLE	22.40
520520.5360.000	U S POST OFFICE	SHIP LAB EQUIPMENT	7.68
550780.5360.000	U S POST OFFICE	POSTAGE	98.00
101140.5151.000	UNITYPOINT CLINIC-OCCUPATIONAL MEDICIN	PRE EMPLOMENT CHECKUP	74.00
550780.5151.000	UNITYPOINT CLINIC-OCCUPATIONAL MEDICIN	PRE EMPLOMENT CHECKUP	37.00
101110.5360.000	UPS STORE #5089	SHIPPING	148.99
101110.5360.000	UPS STORE #5089	SHIPPING -FIREARMS	79.41
101140.5360.000	UPS STORE #5089	SHIP TO IPMA-HR	11.52
101820.5360.000	UPS STORE #5089	SHIPMENT TO LAWYER	8.63
101580.5562.000	VAN WALL EQUIPMENT	PARTS	14.09
101140.5450.000	VERIZON WIRELESS	7/14-8/13 FIRE DEPT	50.84
101140.5450.000	VERIZON WIRELESS	7/14-8/13 FIRE DEPT	109.48
101560.5450.000	VERIZON WIRELESS	7/14-8/13 HOUSING	64.11
101561.5450.000	VERIZON WIRELESS	7/14-8/13 HOUSING	31.82
206710.5450.000	VERIZON WIRELESS	7/11/8/10 ENGINEERING	200.07
278690.5450.000	VERIZON WIRELESS	7/14-8/13 HOUSING	148.51
283210.5450.000	VERIZON WIRELESS	7/14-8/13 HOUSING	221.56
510531.5450.000	VERIZON WIRELESS	7/7-8/10 SEWER	32.01
520520.5450.100	VERIZON WIRELESS	7/22-8/21 AIR CARDS	90.16
520590.5450.000	VERIZON WIRELESS	7/7-8/10 SEWER	48.01
101000.4472.000	VERNICE DETRICK	SHELTER REFUND	70.00
101110.5600.000	WAL MART STORES INC	GUN CLEANER	16.94
101140.5600.000	WAL MART STORES INC	PHONE CARD	(43.56)
101140.5600.000	WAL MART STORES INC	PHONE CARD	(21.78)
101140.5600.000	WAL MART STORES INC	PHONE CARD	20.39

101140.5600.000	WAL MART STORES INC	PHONE CARD	40.78
101140.5600.000	WAL MART STORES INC	PHONE CARD	65.34
101140.5600.000	WAL MART STORES INC	SUPPLIES	24.19
101420.5600.000	WAL MART STORES INC	Training	7.59
101421.5600.010	WAL MART STORES INC	CAMP SUPPLIES	14.24
101421.5600.010	WAL MART STORES INC	CAMP SUPPLIES	20.39
101421.5600.010	WAL MART STORES INC	TINY TOT CAMP	86.55
235140.5600.010	WAL MART STORES INC	RETIREMENT PARTY SUPPLIES	39.23
247410.5600.000	WAL MART STORES INC	CAMPGROUND SUPPLIES	13.42
247410.5600.000	WAL MART STORES INC	weed killer	25.92
520520.5600.000	WAL MART STORES INC	LAUNDRY & OP SUPPLIES	104.20
540430.5600.000	WAL MART STORES INC	CONCESSION GLOVES	9.24
540430.5600.055	WAL MART STORES INC	PRODUCT FOR RESALE	14.40
101110.5410.000	WARMAN MGT LLC	25 FIREARM	375.00
278690.5240.510	WB REAL ESTATE INVESTMENTS	RENT ASSIST	192.00
684000.4870.990	WELLMARK INC	PREMIUMS&4WK PREMIUMS	(17,253.34)
684990.5230.000	WELLMARK INC	PREMIUMS&4WK PREMIUMS	6,350.52
684990.5337.000	WELLMARK INC	PREMIUMS&4WK PREMIUMS	20,569.32
684990.5339.000	WELLMARK INC	8/14-8/20 MEDS	31,577.98
684990.5339.000	WELLMARK INC	8/21-8/26 MEDS	17,752.34
684990.5339.000	WELLMARK INC	8/7-8/13 MEDS	32,637.61
684990.5339.000	WELLMARK INC	PREMIUMS&4WK PREMIUMS	85,852.27
278690.5240.510	WILLIAM & LINDA HAVELKA	RENT ASSIST	155.00
278690.5240.510	WILLIAM & LINDA HAVELKA	RENT ASSIST	484.00
278690.5240.510	WILLIAM C. WILSON	RENT ASSIST	290.00
278690.5240.510	WILLIAM L HOBSON	RENT ASSIST	201.00
290113.5450.000	WINDSTREAM	7/19-8/18 COUNTY 911	76.44
520520.5600.000	WW GRAINGER	DANGER SIGN	11.50
520520.5600.000	WW GRAINGER	FIRE HOSE	287.60
520520.5600.000	WW GRAINGER	GAS CYLINDER	544.00
520520.5600.000	WW GRAINGER	OXYGEN SIGN	13.18
520520.5340.070	XEROX CORPORATION	MAINT AGREEMENT	69.32
206710.5600.000	ZEE MEDICAL, INC	SUPPLIES	82.00
206710.5570.000	ZIEGLER INC	KEYS, SHIPPING	70.80
520520.5410.000	ZIEGLER INC	GASKET&ACUATOR	2,770.42
520590.5410.590	ZIEGLER INC	YMCA GENERATOR	2,659.15

1,209,629.08

COUNCIL PROCEEDINGS
September 14, 2015

The Marshalltown City Council met in regular session on September 14, 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. Scout Troop 308 was recognized as attending for a civic merit badge requirement. Present: Gowdy, Hoop, Lamer, Martin, Schubert, Wirin. Absent: Greer. Schubert moved to approve the agenda, second by Wirin. Motion approved 6-0.

CONSENT AGENDA:

Martin moved to approve the Consent Agenda: Approve Council meeting Minutes of August 24, 2015; Approve Bill List in the amount of \$1,771,933.50; Receipt of Civil Service New Hire List, WPCP Maintenance / Electrician II; Approve June Preliminary Financials; Resolution 2015-145 Ordering Construction of the South 18th Avenue Improvements 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, project 76015011, hearing on plans and specifications set for Sept 28; Resolution 2015-146 Ordering Construction of the SE South Street Extension 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, project 66013008, hearing on plans and specifications set for October 12; Resolution 2015-147 Approving SE South Street Extension Project, RISE agreement with the Iowa Department of Transportation, relating to TIG Distributing Development Agreement; Approve Liquor Licenses: (Pending fire inspection passage) NEW: Oktoberfest, Sept 24 - Sept 29; Denny Gray, "Dave's" at 207 E Main Street, Suite #3; RENEWAL: Casey's #1415, Casey's #1564, Kwik Star #394, Big Kmart, Aldi #43, The Stadium, HyVee Drugstore, Zamora Fresh Market, Totem Bowl, Fiddle & Whistle Pub, 13th Street Inn, Palm Beach Grill & Night Club; second by Gowdy. Consent agenda adopted 6-0.

REPORT:

Kenn Vinson, representing Alliant Energy, informed the council the project is 25-30% complete and is estimated to be completed on schedule, weather permitting.

Jenny Etter, Director, Marshalltown Central Business District, reviewed progress of the last quarter. The MCBD group is working with the local chamber and ISU design students to improve retail storefronts. The pedestrian walkway improvement project is in progress, plans should be finalized in a few months.

MOTION

Public Works Director Nickel explained the Police and Fire Advisory Committee reviewed and interviewed all seven firms submitting a proposal for architect services. The top three were very close, with the top two being preferred as all services are available "in house" at Prochaska and Shive Hattery. The third was FEH Design. Paul Peglow, member of the advisory committee, was present to answer questions about the committee process and stated all seven firms were qualified. Councilors Wirin and Lamer recommended the council accept the committee recommendation of the top three firms, and recommended the council proceed with negotiations with Prochaska, favored due to their use of flexible materials, green building construction and Iowa experience. Mayor Lowrance thanked the advisory committee for their service. The cost of the architect service was not evaluated, selection was based on qualifications. The council will approve the architect services contract after negotiation. Wirin moved to have staff proceed with negotiating architect service agreement with Prochaska, second by Lamer. Motion carried 6-0.

RESOLUTIONS:

Schubert moved to adopt Resolution 2015-148 Calling for Submission to the Voters a Ballot Proposition Regarding Levy for the Marshalltown Public Library, second by Martin. Resolution adopted 6-0.

Lamer moved to adopt Resolution 2015-149 Amending TIG Distributing Development Agreement, relating to Urban Renewal project in Area #2, second by Wirin. Resolution adopted 6-0.

Schubert moved to adopt Resolution 2015-150 Setting Hearing on 2015 Amendment to Urban Renewal plan for Marshalltown Urban Renewal Area No. 3, relating to Bobcat Academy, second by Gowdy. Resolution adopted 6-0.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open regarding the subordination of the lead hazard abatement program lien at 209 N Center Street, Toledo, Iowa. Housing and Community Development Director Spohnheimer explained the appraised valuation of the house is sufficient to cover both the new mortgage and the last year of the 5 year improvement lien. There were no written or public comments. Mayor Lowrance declared the public hearing closed.

Wirin moved to adopt Resolution 2015-151 Accepting Subordination Agreement, relating to HUD Lead Hazard Control Program, for Property Interest at 209 N Center Street in Toledo, Iowa, second by Lamer. Resolution adopted 6-0.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open regarding the amendment of the plan for Urban Revitalization for Area #3. The amendment provides residential tax abatement flexibility, with either three, five or ten year options. Tom Deimerly said the options provide traction to the recent housing study. There were no written or public comments. Mayor Lowrance declared the public hearing closed.

COUNCIL PROCEEDINGS
September 14, 2015

Lamer moved to adopt Resolution 2015-152 Adopting 2015 Amendment to Urban Revitalization Plan for Urban Revitalization Area #3, Tax Abatement, relating to Residential property within city limits, second by Wirin. Resolution adopted 6-0.

ORDINANCES

Wirin moved to adopt the second reading, waive the third reading and adopt Ordinance 14942 to Amend the Code of Ordinances, Section 20-78, reducing speed limit on 18th Avenue to 35 MPH from Jackson Street to 500 feet south of East Anson Street, second by Martin. Ordinance adopted 5-1, with Schubert dissenting due to waiver of a reading.

Schubert moved to adopt the second reading of Ordinance 14943 to Amend the Code of Ordinances, Section 20-161, Prohibiting parking on Boone Street, on both sides of the street, from 9th Street to 12th Street, second by Lamer. Second reading adopted 6-0.

FUTURE AGENDA ITEMS DISCUSSION:

The council discussed the following items to be addressed at a future meeting: Issuance of Bonds – (a) Dilapidated Buildings, (b) Streets, (c) TIG Development project; Façade Grant Application, 16 E Main Street, Clapsaddle-Garber Associates; 2015 Concrete Repair Project 76015006, Change Order #1, \$1,647.00; 2012 NE Sanitary Sewer Rehabilitation Project 59011015, Change Order #4, \$9,527.04; Change Order #5, \$18,743.46; Final Costs \$1,236,927.52; North Center Street Bridge replacement project 76016001, application for federal bridge construction fund; Road Use tax report; Final Transfer resolution; Offset program, updated Memorandum of Understanding with Iowa Department of Administrative Services.

PUBLIC COMMENT

There were no public comments.

ADJOURNMENT

With no further action the meeting adjourned at 7:22 PM.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

James L. Lowrance, Mayor

Shari L. Coughenour, CMC, City Clerk



COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET
SEPTEMBER 14, 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:

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 August 24, 2015.
2. Approve Bill List in the amount of \$1,771,933.50.
3. Receipt of Civil Service New Hire List, WPCP Maintenance / Electrician II.
4. Approve June Preliminary Financials.
5. Resolution 2015-145 Ordering Construction of the South 18th Avenue Improvements 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, project 76015011, hearing on plans and specifications set for Sept 28.
6. Resolution 2015-146 Ordering Construction of the SE South Street Extension 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, project 66013008, hearing on plans and specifications set for October 12.
7. Resolution 2015-147 Approving SE South Street Extension Project, RISE agreement with the Iowa Department of Transportation, relating to TIG Distributing Development Agreement.
8. Approve Liquor Licenses: (Pending fire inspection passage)

NEW: Oktoberfest, Sept 24 - Sept 29; Denny Gray, "Dave's" at 207 E Main Street, Suite #3.

RENEWAL: Casey's #1415, Casey's #1564, Kwik Star #394, Big Kmart, Aldi #43, The Stadium, HyVee Drugstore, Zamora Fresh Market, Totem Bowl, Fiddle & Whistle Pub, 13th Street Inn, Palm Beach Grill & Night Club.

(end of consent agenda items)

REPORT:

9. Kenn Vinson – Alliant Project
10. MCBF- Quarterly Report, Jenny Etter
11. Marshall County Arts & Culture Alliance Report, Val Ruff

MOTION

12. Regarding Police and Fire Advisory Committee recommendation regarding architect services.

Visit www.ci.marshalltown.ia.us

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

Marshalltown



2012

RESOLUTIONS:

13. Resolution 2015-148 Calling for Submission to the Voters a Ballot Proposition Regarding Levy for the Marshalltown Public Library.
14. Resolution 2015-149 Amending TIG Distributing Development Agreement, relating to Urban Renewal project in Area #2.
15. Resolution 2015-150 Setting Hearing on 2015 Amendment to Urban Renewal plan for Marshalltown Urban Renewal Area No. 3, relating to Bobcat Academy

PUBLIC HEARING

16. Resolution 2015-151 Accepting Subordination Agreement, relating to HUD Lead Hazard Control Program, for Property Interest at 209 N Center Street in Toledo, Iowa.

PUBLIC HEARING

17. Resolution 2015-152 Adopting 2015 Amendment to Urban Revitalization Plan for Urban Revitalization Area #3, Tax Abatement, relating to Residential property within city limits

ORDINANCES:

18. Ordinance 14942 to Amend the Code of Ordinances, Section 20-78, reducing speed limit on 18th Avenue to 35 MPH from Jackson Street to 500 feet south of East Anson Street, second reading.
19. Ordinance 14943 to Amend the Code of Ordinances, Section 20-161, Prohibiting parking on Boone Street, on both sides of the street, from 9th Street to 12th Street, second reading.

DISCUSSION: Next agenda in process

1. Issuance of Bonds – (a) Dilapidated Buildings, (b) Streets, (c) TIG Development project.
2. Façade Grant Application, 16 E Main Street, Clapsaddle-Garber Associates.
3. 2015 Concrete Repair Project 76015006, Change Order #1, \$1,647.00
4. 2012 NE Sanitary Sewer Rehabilitation Project 59011015, Change Order #4, \$9,527.04; Change Order #5, \$18,743.46; Final Costs \$1,236,927.52
5. North Center Street Bridge replacement project 76016001, application for federal bridge construction fund
6. Road Use tax report
7. Final Transfer resolution
8. Offset program, updated Memorandum of Understanding with Iowa Department of Administrative Services.

PUBLIC COMMENTS:

ADJOURNMENT:

*Speed Trailer will be on display beginning at 5:00 PM on this meeting night,
parked near 10 W State Street.*

Visit www.ci.marshalltown.ia.us

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

Marshalltown



2012

COUNCIL PROCEEDINGS
August 24, 2015

The Marshalltown City Council met in regular session on August 24, 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. Mayor Lowrance expressed his sympathy to the family of Thomas Colbert, a longtime library supporter and Trustee member. Marty Mitchell, Mitchell Family Funeral Home, was thanked for his donation to the community by sponsoring a free day at the aquatic center. Employees were recognized for their service, Brad Mauseth and Kiel Stevenson, 10 years, and Scott Riemenschneider, 25 years. Present: Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin. Schubert moved to approve the agenda, second by Greer. Motion approved 7-0.

CONSENT AGENDA:

Greer moved to approve the Consent Agenda, Approve Council meeting Minutes of August 10, 2015; Approve Bill List in the amount of \$1,117,622.95; Receipt of July 2015, Building Report; Receipt of Civil Service Hire List: Park Maintenance Worker I; Tentative Resolution 2015-137 Accepting Subordination Agreement, relating to HUD Lead Hazard Control Program, for Property Interest at 209 N Center Street in Toledo, Iowa, set public hearing for September 14, 2015; Resolution 2015-138 Approving Contract Change Order #4 for the Iowa River Interceptor Project 59011019A, SM Hentges & Sons, \$14,907.13; Resolution 2015-139 Approving Certificate of Completion for the Iowa River Interceptor Project 59011019A, SM Hentges & Sons, \$5,524,336.08; Resolution 2015-140 Approving Contract Change Order #1, 2015 Columbus and Crestview Repair Project 76015002, Con-Struct, Inc., \$7,392.00; Resolution 2015-141 Approving Quote and Award to Con-Struct, Inc., for the construction of South 7th Avenue Repair Project 76015013, \$58,100.00; Resolution 2015-142 Approving Engineering Services Agreement with Fox Engineering Associates, Inc., for the WPCP BioGas Generator Project 52015014A, \$74,900.00; Approve Liquor Licenses: (Pending fire inspection passage) NEW: Rumours expansion of outdoor service area, August 29, 2015; Beer license for BBQ event at Riverview Park, Gathering Spot, August 28-29; second by Gowdy. Consent agenda adopted 7-0.

RESOLUTIONS:

Wirin moved to adopt Resolution 2015-143 Setting Date for Hearing to Amend Plan for Urban Revitalization Area #3, Tax Abatement, relating to Residential property within city limits, second by Greer. Hearing date is September 14. Resolution adopted 7-0.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open regarding the amendment of the plan for Urban Renewal Area 2 and the revised Development Agreement with TIG Distributing. The agreement provides for reimbursement of public improvements made by TIG Distributing, including installation of a water line. There were no written or public comments. Mayor Lowrance declared the public hearing closed.

Lamer moved to adopt Resolution 2015-144 Amending Plan for Urban Renewal Area No 2 in conjunction with TIG Distributing, Inc., and approving revised Development Agreement, second by Martin. Resolution adopted 7-0.

ORDINANCES

Greer moved to adopt the first reading of Ordinance 14942 to Amend the Code of Ordinances, Section 20-78, reducing speed limit on 18th Avenue to 35 MPH from Jackson Street to 500 feet south of East Anson Street, second by Wirin. First reading adopted 7-0.

Hoop moved to adopt the first reading of Ordinance 14943 to Amend the Code of Ordinances, Section 20-161, Prohibiting parking on Boone Street, on both sides of the street, from 9th Street to 12th Street, second by Lamer. First reading adopted 7-0.

FUTURE AGENDA ITEMS DISCUSSION:

The council discussed the following items to be addressed at a future meeting: Library levy – report / resolution for consideration at next meeting; New liquor license, Oktoberfest, Sept 24 - Sept 29; New liquor license, Denny Gray, “Dave’s” at 207 E Main Street, Suite #3; Order Construction South 18th Ave Improvements Project 76015011; Order Construction SE South Street Extension Project 66013008; Request for Proposal, finance software system; Request for formal quote, outsource information technology service; Preliminary June Financials; Bobcat Academy, requesting a development agreement for tax relief, similar to the tax abatement benefit for building improvement, as they are in Urban Renewal Area #3 and not in an Urban Revitalization area.

COUNCIL PROCEEDINGS

August 24, 2015

PUBLIC COMMENT

There were no public comments. Mayor Lowrance asked the public to be mindful of the children beginning school.

CLOSED SESSION

At 6:37 PM, Lamer moved to enter into closed session pursuant to Section 21.5 subsection (1) paragraph (j) OF THE CODE OF IOWA to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property, second by Wirin. Motion approved 7-0.

At 6:56 pm, Gowdy moved to enter into regular session, second by Martin. Motion approved 6-1, with Greer dissenting.

ADJOURNMENT

With no further action the meeting adjourned at 6:57 PM.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

James L. Lowrance, Mayor

Shari L. Coughenour, CMC, City Clerk



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

To: Civil Service Commission

From: Justin Nickel, Public Works Director
Bob Ranson, WPCP Superintendent
Jill Petermeier, Human Resource Director

Re: Certified Hire List

Position: Water Pollution Control Plant Maintenance/Electrician II

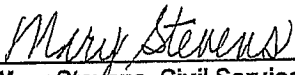
After reviewing all applicants and their qualifications, the following persons were tested and considered to best meet the qualifications for the above listed position:

486 Lynn Coltrain
460 Jeffrey Starits

This list shall be valid for a period not to exceed September 8, 2016.

Date List Certified by Civil Service Commission:

September 8, 2015



Mary Stevens, Civil Service Commission Chair

Attest:



Shari Coughenour, Clerk of the Commission

Tasw

RESOLUTION ORDERING CONSTRUCTION OF THE SOUTH 18TH AVE IMPROVEMENTS 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 76015011

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 South 18th Ave Improvements, Project No. 76015011, in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No. 76015011, 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 South 18th Ave Improvements in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. 76015011, 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 S 18th Ave Improvements 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 28th day of September 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 6th day of October, 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 12th day of October, 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 14th day of September 2015, and signed this _____ day of September 2015

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN, IOWA
OFFICIAL NOTICE OF HEARING AND LETTING

South 18th Avenue Improvements (Menards) - Marshalltown, Iowa

CITY OF MARSHALLTOWN PROJECT NO. 76015011

*Sent to TR
9-8-15
for publication
on 9/16*

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE South 18th Avenue Improvements (Menards) PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, AND THE TAKING OF BIDS FOR SUCH IMPROVEMENTS.

A public hearing will be held at 5:30 p.m. local time on the 28th day of September, 2015, in the Council Chambers, 10 W. State Street, Marshalltown, Iowa, on the proposed plans, specifications, proposed form of contract, and the estimated cost of improvements proposed to be constructed under Project No. 76015011, the South 18th Avenue Improvements (Menards) Project now on file in the office of the City Clerk and at said hearing any interested person may appear and file objection thereto or to the bidding process.

Sealed proposals for the construction of the South 18th Avenue Improvements (Menards) Project as described in the plans and specifications for Project No. 76015011 will be received before 10:00 A.M. local time, on the 6th day of October, 2015, in the office of the City Clerk, 24 N. Center Street, Marshalltown, Iowa, and will be opened, read, and tabulated by the City Engineer or his designate at that time, and will be acted upon by the Marshalltown City Council at a meeting to be held in the Council Chambers on the 12th day of October, 2015, or at such later time and place as may then be fixed.

The proposed work will involve furnishing the labor, equipment, and materials necessary for constructing the South 18th Avenue Improvements (Menards) in Marshalltown, Iowa as shown in the plans and specifications for Project No. 76015011, the South 18th Avenue Improvements (Menards):

The estimated quantities of materials and labor to be furnished in the construction of said improvements and on which bids will be received are as follows:

ITEM NO.	ITEM	UNIT	TOTAL
1.01	MOBILIZATION	LS	1
1.02	CONSTRUCTION SURVEY	LS	1
1.03	TRAFFIC CONTROL	LS	1
1.04	PAVEMENT STRIPING	LF	950
1.05	PAVMEENT STRIPING REMOVAL	LS	1
2.01	TOPSOIL STRIP, SALVAGE, AND RESPREAD	CY	400
2.02	EXCAVATION, CLASS 10 ROADWAY AND BORROW	CY	741.3
4.01	STORM SEWER PIPE, RCP, 18" DIA	LF	122
4.02	STORM SEWER APRON, RCP, 18"	EA	4
7.01	SUBGRADE PREPARATION, 12"	SY	1260
7.02	MODIFIED SUBBASE, 6"	SY	1260
7.03	PCC PAVING, 8"	SY	1300
7.04	GRANULAR SHOULDER, 8"	SY	500

9.01	SEEDING, MULCHING, AND FERTILIZING, TYPE 1	AC	0.5
9.02	SILT FENCE INSTALLATION	LF	700
9.03	SILT FENCE CLEAN OUT	LF	700
9.04	SILT FENCE REMOAL	LF	700
9.05	EROSION STONE	TON	5

All work is to be done in strict compliance with the Plans and Specifications for said Project No. 76015011 as proposed by the City Engineer. City of Marshalltown, Iowa will be the Owner of the above described project.

A Notice to Proceed will be issued to the Contractor within 5 (five) days of the approval of the construction contract, and the Contractor is expected to begin work within 5 (five) days of receipt of said Notice to Proceed. The Completion Date for this project shall be December 11, 2015 for all work items except final seeding.

The City and Contractor recognize that time is of the essence of this Agreement and that City will suffer financial loss if the Work is not completed within the times specified in paragraph above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay City according to the following schedule:

Contract Amount	Substantial Completion Liquidated Damages	Final Completion Liquidated Damages
\$0 to \$25,000	\$75.00	\$75.00
\$25,001 to \$50,000	\$125.00	\$75.00
\$50,001 to \$100,000	\$200.00	\$100.00
\$100,001 to \$500,000	\$400.00	\$200.00
\$500,001 to \$1,000,000	\$600.00	\$300.00
\$1,000,001 to \$2,000,000	\$925.00	\$400.00
\$2,000,001 to \$5,000,000	\$1,375.00	\$500.00
\$5,000,001 to \$10,000,000	\$2,000.00	\$1,000.00
\$10,000,001 and up	\$3,000.00	\$1,500.00

All proposals shall be made upon the official bidding blanks furnished by the Owner and any alteration in the Official Form of Proposal will entitle the Council, at its option, to reject the proposal involved from consideration. Each said proposal shall be sealed and plainly identified.

Each bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful bidder will enter into a contract for the work bid upon and will furnish after the award of contract a corporate surety bond, in a form acceptable to the Owner, for the faithful performance of the contract, in an amount equal to 100% of the amount of the contract. The bidder's security shall be in the amount of ten percent (10%) of the total amount of the bid and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond on the form provided in the contract documents with corporate surety satisfactory to the Owner. The bid shall contain no condition except as provided in the specifications.

Payment to the Contractor will be paid from cash on hand from such sources as may be legally

available. Said payment to the Contractor will be made by the Owner in monthly estimates and one final payment. Monthly estimates will be equivalent to ninety-five percent (95%) of the contract value of the work completed during the preceding calendar month, and will be based upon an estimate prepared by the Contractor and submitted at least 15 days before a regularly scheduled Marshalltown City Council meeting, subject to the approval of the City Engineer, who will certify to the Owner for payment of each approved estimate. Final payment will be made thirty-one (31) days after completion and acceptance by resolution of the City of Marshalltown of the completed contract in accord with Iowa Code Chapters 26 and 573. No such partial or final payment will be due until the Contractor has certified to the City of Marshalltown, Iowa that materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications. Such partial payment shall in no way be construed as an act of acceptance for any part of the work partially or totally completed.

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes.

The Contractor shall file with the contract a corporate surety bond acceptable to the Owner and providing for maintenance of the improvements for not less than four years from and after acceptance of the project.

Plans, specifications and proposed contract documents may be examined at the office of the City Clerk, Marshalltown, Iowa.

Copies of the plans and specifications for this project can be downloaded at no charge from www.cgaconsultants.com or a printed copy can be obtained by contacting Beeline + Blue at 2507 Ingersoll Ave., Des Moines, IA 50312 or by phone at 515-244-1611. A \$50 refundable deposit is required for all printed plan sets and specifications. This fee is REFUNDABLE, provided the following conditions are met: 1) The plans and specifications are returned to CGA complete and in good usable condition and 2) they are returned to the above address within fourteen (14) calendar days after the award of the project.

The City of Marshalltown reserves the right to reject any and all bids and to waive technicalities and irregularities and all bids must remain effective for a period of 60 days of opening same.

CITY OF MARSHALLTOWN, IOWA

By _____
Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND COST FOR THE SOUTH 18TH AVE IMPROVEMENTS PROJECT, IN THE
CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. 76015011

WHEREAS there was placed on file in the office of the Clerk of the City of Marshalltown, Iowa, proposed plans and specifications, proposed form of contract and estimated cost for a public improvement in the City of Marshalltown, Iowa, for the South 18th Ave Improvements, Project No. 76015011, as fully set forth in the resolution ordering same, and that public notice of hearing on such plans, specifications and form of contract were duly published in the Marshalltown Times-Republican in time for hearing now before the Council, and

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

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the plans, specifications, form of contract and estimated cost heretofore placed on file and upon which public notice has been duly given and no objections thereto have been made either in writing or in open council, the Council does now adopt and approve the plans, specifications, form of contract and estimate of cost for Project No. 76015011, being the South 18th Ave Improvements Project in the city of Marshalltown, Iowa.

Passed this 28th day of December 2015, and signed this _____ day of _____ 2015.

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

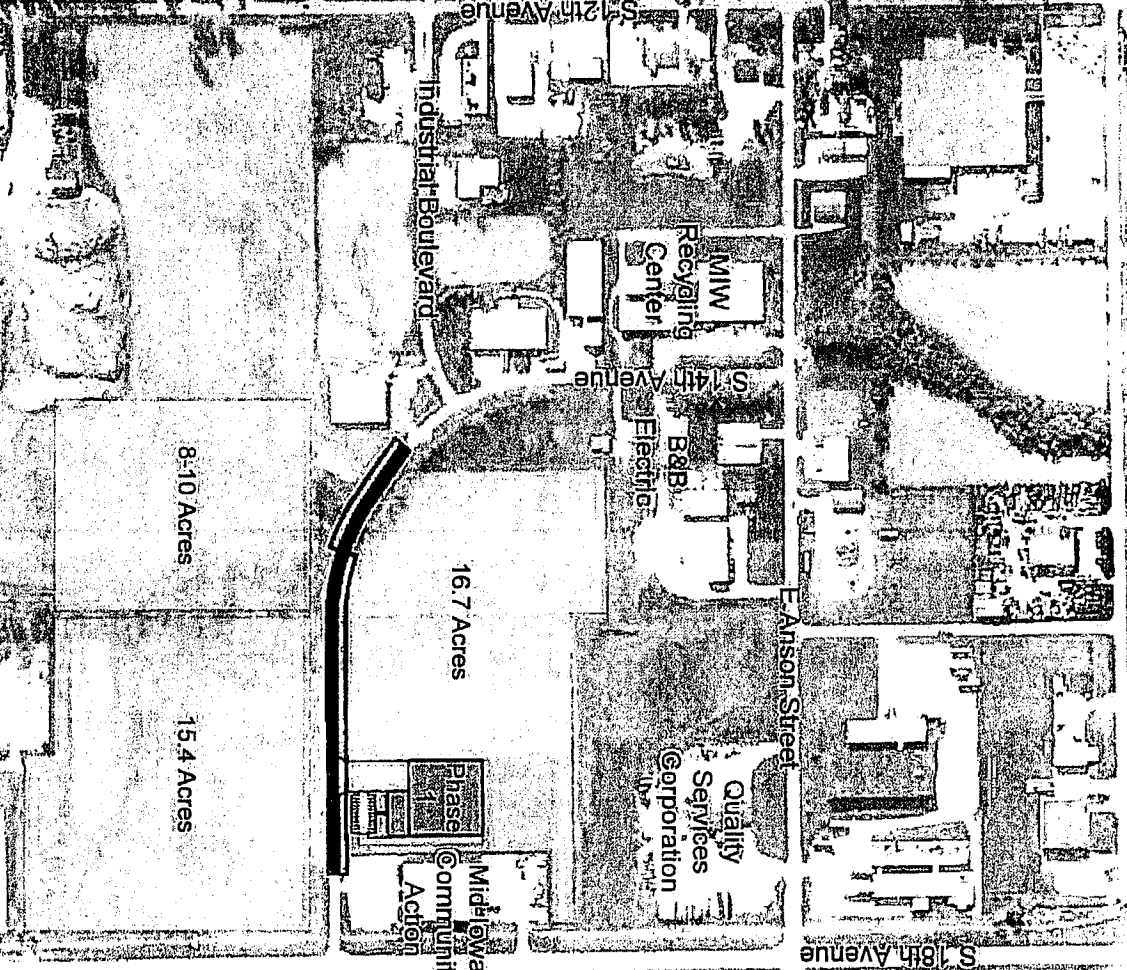
ATTEST:

Shari L. Coughenour, CMC, City Clerk



TIG Expansion
South St. / 14th Ave. Extension
Marshalltown, IA

To Highway 30
▼





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

August 18, 2015

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

From: Justin Nickel
Director of Public Works

Re: Order Construction – South 18th Avenue Improvements (76015011)

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

Recommendation: Staff recommends approving the Resolution ordering construction of the South 18th Avenue Improvements project

Background: CGA has prepared plans for installation of turn lanes along 18th Avenue. The project includes installation of turn lanes, both north and southbound for access to the new Menard's manufacturing facility.

Budget Impact: This project will be funded with RISE grant monies and TIF funding.

Attachment: None

cc: Randy Wetmore, City Administrator

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



RESOLUTION ORDERING CONSTRUCTION OF THE SE SOUTH STREET EXTENSION 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 66013008

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 SE South Street Extension, Project No.66013008, in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No. 66013008, 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 SE South Street Extension in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. 66013008 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 SE South Street Extension 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 12th day of October 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 20th day of October 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 26th day of October 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 14th day of September 2015, and signed this _____ day of September 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



OLIVE STREET

FISHER SOCCER
COMPLEX

18TH AVENUE

MIDWEST
MANUFACTURING

Note



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



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

August 18, 2015

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

From: Justin Nickel
Director of Public Works

Re: Order Construction – East South Street Extension (66013008)

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

Recommendation: Staff recommends approving the Resolution ordering construction of the East South Street Extension project

Background: CGA has prepared plans for extension of East South Street from 300 feet west of 18th Avenue to 14th Avenue. The project includes installation of 26 foot wide concrete street with curb and gutter, sidewalk, and storm sewer improvements.

Budget Impact: This project will be funded with RISE grant monies and TIF funding.

Attachment: None

cc: Randy Wetmore, City Administrator

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



RESOLUTION APPROVING REVITALIZE IOWA'S SOUND ECONOMY
PROGRAM (RISE) AGREEMENT WITH THE IOWA DEPARTMENT OF
TRANSPORTATION FOR THE SE SOUTH STREET EXTENTION, RELATING TO
THE DEVELOPMENT AGREEMENT WITH
TIG DISTRIBUTING INC.

WHEREAS a proposed agreement between the City of Marshalltown and The Iowa Department of Transportation for funding authorized and approved costs for eligible items associated with the construction of approximately 1,000 feet of SE South Street is now before this Council for final approval; and

WHEREAS the Council supported the application by Resolution 2015-126 on July 27, 2015; and

WHEREAS the council approved the Revised Development Agreement with TIG Distributing, Inc., by Resolution 2015-114, on August 24, 2015; and

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

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

Section 1. That the Revitalize Iowa's Sound Economy Program (RISE) Project Agreement be accepted and approved.

Section 2. That the Mayor and City Clerk are hereby authorized and directed to execute said Agreement on behalf of the City of Marshalltown.

Passed this 28th day of September, 2015, and signed this ____ day of _____ 2015.

CITY OF MARSHALLTOWN, IOWA

James L, Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



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

DEPARTMENT OF PUBLIC WORKS

September 8, 2015

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

From: Justin Nickel
Director of Public Works

Re: RISE Agreement – Iowa DOT for South Street extension

Policy Issue: City policy requires approval of Intergovernmental Agreements

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

Background: This agreement will fund the construction of approximately 1000 feet of South Street. The project includes installation of 31 foot wide concrete street with curb and gutter, sidewalk, and storm sewer improvements.

Budget Impact: The RISE grant will fund the construction at approximately 50% of the cost up to \$360,315.

Attachment: RISE Agreement

cc: Randy Wetmore, City Administrator

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



**Iowa Department of Transportation
Agreement for a
Revitalize Iowa's Sound Economy Program (RISE) Project**

RECIPIENT: Marshalltown

PROJECT NO: RM-4797(622)--9D-64

IOWA DOT
AGREEMENT NO.: 2016-R-006

This is an agreement between Marshalltown (hereinafter referred to as Recipient) and the Iowa Department of Transportation (hereinafter referred to as the DOT). The Recipient submitted an application to the DOT for funding through the Revitalize Iowa's Sound Economy (RISE) fund under Iowa Code Chapter 315, and the application was approved by Transportation Commission Order No. PPM-2016-13 on August 11, 2015.

Pursuant to the terms of this agreement, and applicable statutes and administrative rules the DOT agrees to provide funding to the Recipient for the authorized and approved costs for eligible items associated with the construction of approximately 1,000 feet of South Street located on the southeast side of town.

In consideration of the foregoing and the mutual promises contained in this agreement, the parties agree as follows:

1. The Recipient shall be the lead organization for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the DOT's and/or the Recipient's contact person. The DOT's contact person shall be Jennifer Kolacia, Office of Systems Planning, 800 Lincoln Way, Ames, Iowa 50010, 515-239-1738, email Jennifer.Kolacia@dot.iowa.gov. The Recipient's contact person shall be Randy Wetmore, City Administrator, City of Marshalltown, 24 North Center Street, Marshalltown, IA 50158, rwetmore@ci.marshalltown.ia.us.
3. The Recipient shall be responsible for the development and completion of the following described project:

Construction of approximately 1,000 feet of South Street located on the southeast side of town.

See Exhibit A.

4. Eligible project costs for the project described in Section 3 of this agreement, listed above, which are incurred after the effective date of this agreement shall be paid as follows:

City RISE Funds (Grant):	\$360,315
City Local Contribution:	\$360,315
Project Total:	\$720,630

5. The local contribution stated above may include cash or non-cash contributions to the project. The Recipient shall certify to the DOT the value of any non-cash contribution to the project prior to it being incurred. For right of way contributions, the recipient shall submit an appraisal from a qualified independent appraiser. The DOT reserves the right to review the Recipient's certificate of value and has sole authority to determine the value of the Recipient's non-cash contribution for the purposes of this agreement. If, as a result of the DOT's determination, the Recipient's total cash and non-cash contribution is below that stated in the terms of this agreement, the Recipient shall increase its cash contribution in order to complete the Recipient's local contribution, or the grant and/or loan amount associated with this project shall be reduced accordingly.
6. The portion of total project costs paid by RISE grant shall not exceed the amount stated above \$360,315 or 50 percent of the total cost of the eligible items, whichever is the smaller amount. Any cost overruns shall be paid solely by the applicant.
7. Project activities or costs eligible for funding include only those items set out in Exhibit B which is attached hereto and by this reference incorporated into this agreement, and which are necessary to complete the project as described in Section 3.
8. Activities or costs ineligible for funding include but are not limited to those items set out in Exhibit C which is attached hereto and by this reference incorporated into this agreement.
9. Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State of Iowa to appropriate funds or discontinuance or material alteration of the program for which funds were provided, the DOT shall have the right to terminate this contract without penalty by giving not less than ninety (90) days written notice.
10. The DOT reserves the right to delay reimbursement of funds to the Recipient if necessary to maintain a positive cash flow. If such a delay is necessary and lasts more than five working days, the DOT shall so notify the Recipient in writing and shall give the Recipient an estimate of when reimbursement might be expected. The DOT shall establish a system to equitably make reimbursements to all Recipients so affected.
11. The attached project implementation schedule, Exhibit D, shall be used unless the Recipient submits to the DOT, no later than 30 days subsequent to the Recipient's signature date on this agreement, a revised implementation schedule.

12. The Recipient must have let the contract or construction started within three years of the date this project is approved by DOT. If the Recipient does not do this, they will be in default for which the DOT can revoke funding commitments. This agreement may be extended for periods up to six months upon receipt of a written request from the Recipient at least sixty (60) days prior to the deadline.
13. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
14. It is the intent of both parties that no third party beneficiaries be created by this agreement.
15. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same instrument.
16. This agreement is not assignable without the prior written consent of the DOT.
17. If the project described in Section 3 of this agreement crosses a DOT primary road, then:
 - A. The Recipient shall convey title to the State of Iowa, by quit claim deed, to any right of way necessary for the primary road crossing, all at no cost to the DOT. However, the DOT shall prepare detailed legal descriptions and plats. The general configuration of the right of way to be conveyed shall be agreed to by the Recipient and the DOT prior to the survey.
 - B. The Recipient shall submit six copies of plans for all primary road system crossings to the DOT contact person for review and approval by the District Offices for necessary permits, Offices of Road Design and Maintenance with regard to crossing design and location, signing, fencing, safety, maintenance, compliance with access control policy, etc. Said approval shall be obtained before the Recipient proceeds with the construction of any primary road system crossing.
 - C. The use of primary highway right of way for this projects' purpose shall be subject to any rights enjoyed by any existing utility lines presently within the right of way. If excavation of a utility line over which this project has been placed is necessary for any reason, the utility shall be responsible for proper backfilling of said excavation to ground level. The Recipient shall be responsible for any necessary resurfacing or restoration.
 - D. The use of primary highway right of way for this projects' purposes shall be subject to any future plans for reconstruction, improvement, maintenance, and/or relocation of the highway by the DOT. Any relocation of this project necessary

because of said plans shall be at the expense of the Recipient, all at no cost to the DOT.

18. The Recipient shall acquire the project right of way, whether by lease, easement or fee title and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in the DOT's Right of Way manual. The Recipient shall contact the DOT for assistance, as necessary, to ensure compliance with the required procedures, even if no federal funds in the right of way purchase are involved. The Recipient will need to get environmental concurrence before acquiring any needed right of way. With prior approval, hardship and protective buying is possible. If the Recipient requests Federal-aid participation for right of way acquisition, the Recipient will need to get environmental concurrence and Federal Highway Administration (FHWA) authorization before purchasing any needed right of way.
19. The Recipient shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highways Right of Way and the Policy for Accommodating Utilities on Primary Road system when on the DOT's right of way. Certain utility relocation, alteration, adjustment, or removal costs to the Recipient for the project may be eligible for Federal-aid reimbursement in accordance with the FHWA rules applicable to the type of utility involved and Iowa Code Chapter 306A.
20. The Recipient shall be responsible for obtaining any permits, such as the Right to Occupy and/or Perform Work Within the Right of Way, Permit of Access, Utility Accommodation, Right to Install and Maintain Traffic Control Devices, and/or other construction permits required for the project prior to the start of construction.

In addition, the Recipient shall certify to the DOT's contact person that all known required environmental permits have been received and that all environmental regulations have been complied with before funds are reimbursed or credited.

Neither the approval of the project application for funding nor the signing of this agreement shall be construed as approval of any required permit from DOT.

21. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 Iowa Administrative Code Chapter (IAC) 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
22. In the event that right of way is required for the project, said right of way will be acquired in accordance with 761 IAC Chapter 111, Real Property Acquisition and Relocation Assistance, and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
23. The project plans, specifications and cost estimate shall be prepared and certified by a professional engineer, architect and or landscape architect (whichever applies), licensed

to practice in the State of Iowa. The Recipient shall submit the plans, specifications and other agreement documents to the DOT for review. This submittal may be in divisions and in the order of preference as determined by the Recipient. However, the plans, specifications and other agreement documents for each division must be submitted at least thirty (30) days prior to the project letting of each division. The DOT shall review said submittal(s) recognizing the Recipient's development schedule and shall, after satisfactory review, authorize in writing the Recipient to proceed with implementation of the project. The work on this project shall be in accordance with the survey, plans, and specifications on file. Any modification of these plans and specifications must be approved by the DOT prior to the modification being put into effect.

24. The Recipient shall be responsible for the daily inspection of the project. For projects let to contract, the Recipient shall compile a daily log of materials and quantities. For projects constructed with local forces, the Recipient shall compile a daily log of materials, equipment and labor on the project. The DOT reserves the right to inspect project activities and to audit claims for funding reimbursement. The purpose of the inspection or audit is to determine substantial compliance with the terms of this agreement.
25. The Recipient shall maintain all books, documents, papers, accounting records, reports and other evidence pertaining to costs incurred for the project. The Recipient shall also make such materials available at all reasonable times during the construction period and for three years from the date of final reimbursement, for inspection by the DOT, FHWA, or any authorized representatives of the Federal government. Copies of said materials shall be furnished by the Recipient if requested.
26. The Recipient may submit to the DOT periodic itemized claims for reimbursement for eligible project costs. Reimbursement claims shall include certification that all eligible project costs, for which reimbursement is requested, have been completed in substantial compliance with the terms of this agreement.
27. The DOT shall reimburse the Recipient for properly documented and certified claims for eligible project activity costs less a retainage of not more than ten percent, either by state warrant, or by crediting other accounts from which payment may have been made initially. If, upon audits of contracts, the DOT determines the Recipient is overpaid, the Recipient shall reimburse the overpaid amount to the DOT.
28. Upon completion of the project described in this agreement, a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa, shall certify in writing to the DOT that the project activities were completed in substantial compliance with the plans and specifications set out in this agreement.

In addition, prior to final reimbursement for the project the Recipient shall furnish three sets of "as-built" plans of the project to the DOT.

Final reimbursement of funds, including retainage, shall be made only after the DOT accepts the project as complete.

29. If, in the opinion of the Recipient, the specific provisions of this agreement requiring the services of a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa, prove to be burdensome to the Recipient or otherwise not in the public interest, and if the Recipient decides that the provisions of this agreement can be otherwise complied with without endangering public safety, the Recipient may request that said provisions be waived on all or specific parts of the project identified by the Recipient. Such request shall be made in writing to the DOT's contact person who shall, after consultation with other DOT staff, as necessary, make the final determination concerning said waiver. If said waiver is granted, all provisions of this agreement requiring the services of a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa, shall be performed by the Recipient's contact person or designee.
30. The Recipient agrees to indemnify, defend and hold the DOT harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection or use of this project. This agreement to indemnify, defend and hold harmless applies to all aspects of the DOT's application review and approval process, plan and construction reviews and funding participation.
31. This agreement may be declared to be in default by the DOT if the DOT determines that the Recipient's application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the DOT determines that the project is not developed as described in the application.
32. If the Recipient fails to perform any obligation under this agreement, the DOT shall have the right, after first giving thirty (30) days written notice to the Recipient by certified mail return receipt requested, to declare any part or all of this agreement in default. The Recipient shall have thirty (30) days from date of mailing of the notice to cure the default. If the Recipient cures the default, the Recipient shall notify DOT no later than five (5) days after cure or before the end of said thirty (30) day period given to cure the default. Within ten (10) working days of receipt of Recipient's notice of cure, the DOT shall issue either a notice of acceptance of cure or a notice of continued default.
33. In the event a default is not cured the DOT may revoke funding commitments and/or seek repayment of funds loaned or granted by this agreement. By signing this agreement the Recipient agrees to repay said funding if they are found to be in default. Repayment methods must be approved by the DOT Commission and may include cash repayment, installment repayments with negotiable interest rates, charges against the Recipient's share of road use tax funds, or other methods as approved by the Commission.
34. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after ten (10) days notice to the other party of their intent

to seek arbitration. The written notice must include a precise statement of the disputed question. DOT and the Recipient agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the state or federal courts absent exhaustion of the provisions of this section for arbitration.

35. The Recipient shall maintain, or cause to be maintained for the intended public use, the improvement for twenty (20) years from the completion date in a manner acceptable to the DOT. Failure to comply with this provision may be considered a default of this agreement.
36. The Recipient shall comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by the Iowa Code Chapter 216 and IAC 160. No person shall, on the grounds of age, race, creed, sex, color, national origin, religion, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives state funds from the DOT.
37. The Recipient shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers or participants in the work covered by this agreement. Efforts shall be made and documented in accordance with Exhibit E which is attached hereto and by this reference incorporated into this agreement.
38. The Recipient shall conduct the project development and implementation in compliance with applicable laws, ordinances and administrative rules. For portions of the project let to bid, the Recipient shall advertise for bidders, make a good faith effort to get at least three bidders and hold a public letting for the project work. Prior to awarding the contract, the Recipient shall provide the DOT file copies of project letting documents within five (5) working days after the letting. The Recipient must wait for DOT concurrence before making the final award.
39. The Recipient shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3, subsection 80. The Recipient shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The Recipient shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
40. The Recipient shall notify the DOT's contact person within 30 days of the date the RISE project was constructed and open to traffic. The Recipient shall certify to the DOT's contact person within three years of the date the RISE project is constructed and open to traffic any associated economic development which has resulted from the project, including infrastructure improvements, capital investment, and/or job creation. This certification by the Recipient is subject to review by the DOT.

The DOT shall monitor the progress of the associated economic development following the construction of the RISE project. Failure to certify the associated economic development shall be considered a default under this agreement.

41. This agreement as set forth in sections 1 through 41 herein, including referenced exhibits, constitutes the entire agreement between the DOT and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the DOT and Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2016-R-006
as of the date shown opposite its signature below.

RECIPIENT: Marshalltown

By: _____ Date _____, _____

Title: Mayor _____

CERTIFICATION:

I, _____, certify that I am the Clerk of the city, and that
(Name of City Clerk)

_____, who signed said Agreement for and on behalf of
(Name of Mayor/Signer Above)

the city was duly authorized to execute the same by virtue of a formal resolution duly passed
and adopted by the city, on the ____ day of _____, _____.

Signed: _____

City Clerk of Marshalltown, Iowa.

IOWA DEPARTMENT OF TRANSPORTATION

Planning, Programming and Modal Division

800 Lincoln Way, Ames, Iowa 50010

By: _____ Date _____, 20__

Craig Markley

Director

Office of Systems Planning

Exhibit A

Marshalltown

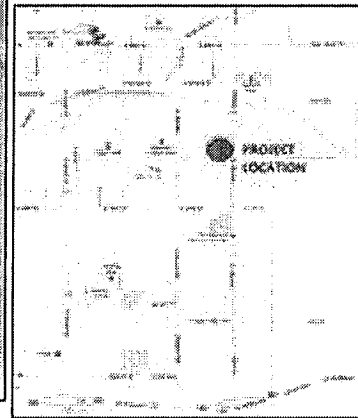
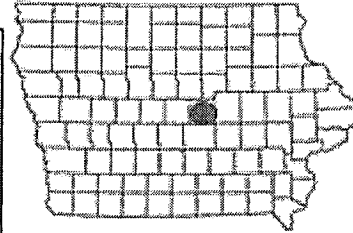
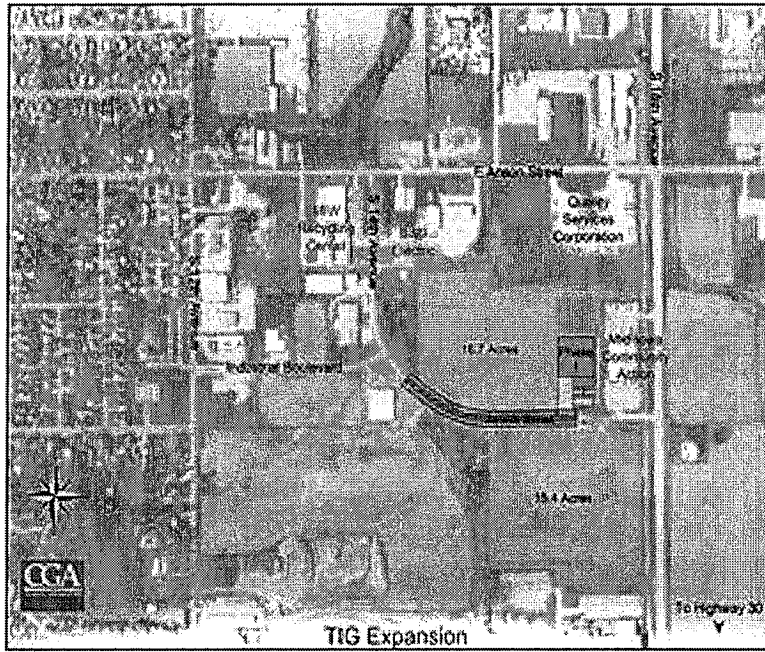


Exhibit B

Project activities or costs eligible for RISE funding include only the following:

- a. Roadway resurfacing, rehabilitation, modernization, upgrading, reconstruction or initial construction, including grading and drainage, paving, erosion control, pavement overlays and shoulder widening and stabilization.
- b. Bridge and culvert repair, modernization, replacement or initial construction.
- c. Roadway intersection and interchange improvements including warranted traffic signalization when it is integral to the improvement.
- d. Right of way purchase.
- e. Construction or improvement of motorist rest areas, welcome centers and information centers.
- f. Design engineering costs and construction inspection costs associated with RISE-financed projects.
- g. County and City bond principal and interest payments associated with RISE projects. No financing expenses incurred prior to funding commitment shall be eligible.
- h. Storm drainage and storm sewer costs to the extent needed for draining the roadway.

Exhibit C

Activities or costs ineligible for RISE funding include but are not limited to the following:

- a. Any and all costs incurred prior to a funding commitment by the Transportation Commission except advance right of way costs to protect or preserve a project corridor.
 - (1) If there is an extreme urgency involving right of way acquisition, a potential applicant may formally request from the department a written waiver which, if granted, will permit the applicant to acquire the right of way immediately without jeopardizing the eligibility of the acquisition costs for future RISE funding. Granting of the waiver shall not imply or guarantee that a subsequent application which includes the acquisition costs will be funded. The request for the advance eligibility must include justification regarding the urgency of the acquisition, a description of the land to be acquired, and a map showing its location.
 - (2) The advance eligibility waiver must be requested and approved prior to the applicant's acquisition of the land in question, and the RISE application which included the acquisition costs must be received by the DOT within two years following the granting of the waiver, or the waiver is not valid.
- b. Routine roadway, bridge and culvert maintenance, including pothole filling, crack sealing, seal coating, patching, shoulder maintenance, gravel or earth roadway maintenance, and bridge painting.
- c. Winter roadway and bridge maintenance, including snow plowing, sanding and salting.
- d. Overhead and operating costs associated with eligible project activities, including auditing.
- e. Expenses associated with the preparation and submission of applications for RISE funding.
- f. Pre-design engineering expenses.
- g. Traffic signalization, except as an integral part of a roadway project.
- h. Pavement marking and traffic signs, except as an integral part of a roadway project.
- i. Electric, water, natural gas, telephone and other utility construction, reconstruction or adjustment except when utilities located on private property are replaced or relocated for project construction.
- j. Safety appurtenances, except as an integral part of a roadway project.

- k. Lighting, except as an integral part of a roadway project.
- l. Lighting energy and maintenance costs.
- m. Sidewalks, bicycle paths and railroad-highway crossings, except when replacing those facilities in service and affected by the project, or as an integral part of a roadway project.
- n. Parking expenditures, including those for structure, lots, meters and marking.
- o. Non-roadway transportation expenditures, including those for railway, aviation, public transportation and inland waterway facilities and equipment.
- p. Purchase of furnishings, construction equipment and personal property.
- q. General government expenses and expenses associated with the provision of any public service which are not eligible for RISE program assistance.
- r. Sanitary sewers.
- s. Water mains.
- t. Donated right of way.

Exhibit D

Commission Approval Date: August 11, 2015
Construction: April 2016
Project Closeout: August 2016

Exhibit E

CONTRACT PROVISION

**Targeted Small Business (TSB)
Affirmative Action Responsibilities**
on
Non-Federal Aid Projects (Third-Party State-Assisted Projects)

March 2014

CONTRACT PROVISION

Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal-aid Projects (Third-party State-Assisted Projects)

1. TSB DEFINITION

A TSB is a small business, as defined by Iowa Code Section 15.102(7), which is 51% or more owned, operated and actively managed by one or more women, minority persons or persons with a disability. Generally this is a for-profit small business enterprise under single management, is located in Iowa and has an annual gross income of less than 4 million dollars computed as an average of the three preceding fiscal years.

2. TSB REQUIREMENTS

In all State-assisted projects made available through the Iowa Department of Transportation, local governments have certain affirmative action requirements to encourage and increase participation of disadvantaged individuals in business enterprises. These requirements are based on Iowa Code Section 19B.7 and 541 Iowa Administrative Code Chapter 4. These requirements supersede all existing TSB regulations, orders, circulars and administrative requirements.

3. TSB DIRECTORY INFORMATION

Available from: Iowa Department of Inspections and Appeals
Targeted Small Business
Lucas Building
Des Moines, IA 50319
Phone: 515-281-7102
Website: <http://dia.iowa.gov/page7.html>

4. THE CONTRACTOR'S TSB POLICY

The contractor is expected to promote participation of disadvantaged business enterprises as suppliers, manufactures and subcontractors through a continuous, positive, result-oriented program. Therefore the contractor's TSB policy shall be:

It is the policy of this firm that Targeted Small Business (TSB) concerns shall have the maximum practical opportunity to participate in contracts funded with State-assisted funds which are administered by this firm (e.g. suppliers, manufactures and subcontractors). The purpose of our policy is to encourage and increase the TSB participation in contracting opportunities made available by State-assisted programs.

5. CONTRACTOR SHALL APPOINT AN EQUAL EMPLOYMENT OPPORTUNITY (EEO) OFFICER

The contractor shall designate a responsible person to serve as TSB officer to fulfill the contractors affirmative action responsibilities. This person shall have the necessary statistics, funding, authority and responsibility to carry out and enforce the firm's EEO policy. The EEO officer shall be responsible for developing, managing and implementing the program on a day-to-day basis. The officer shall also:

- A. For current TSB information, contact the Iowa Department of Inspections and Appeals (515-281-7102) to identify potential material suppliers, manufactures and contractors.
- B. Make every reasonable effort to involve TSBs by soliciting quotations from them and incorporating them into the firm's bid.
- C. Make every reasonable effort to establish systematic written and verbal contact with those TSBs having the materials or expertise to perform the work to be subcontracted, at least two weeks prior to the time quotations are to be submitted. Maintain complete records of negotiation efforts.
- D. Provide or arrange for assistance to TSBs in seeking bonding, analyzing plans/specifications or other actions that can be viewed as technical assistance.

TSB Affirmative Action Responsibilities

- E. Ensure the scheduled progress payments are made to TSBs as agreed in subcontract agreements.
- F. Require all subcontractors and material suppliers to comply with all contract equal opportunity and affirmative action provisions.

6. COUNTING TSBs PARTICIPATION ON A PROJECT

TSBs are to assume actual and contractual responsibilities for provision of materials/supplies, subcontracted work or other commercially useful function.

A. The bidder may count:

- (1) Planned expenditures for materials/supplies to be obtained from TSB suppliers and manufacturers; or
- (2) Work to be subcontracted to a TSB; or
- (3) Any other commercially useful function.

B. The contractor may count:

- (1) 100% of an expenditure to a TSB manufacturer that produces/supplies goods manufactured from raw materials.
- (2) 60% of an expenditure to TSB suppliers that are not manufacturers; provided the suppliers perform a commercially useful function in the supply process.
- (3) Only those expenditures to TSBs that perform a commercially useful function in the work of a contract, including those as a subcontractor.
- (4) Work the Contracting Authority has determined that it involves a commercially useful function. The TSB must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the TSB program. For example, leasing equipment or purchasing materials from the prime contractor would not count.

7. REQUIRED DATA, DOCUMENTS AND CONTRACT AWARD PROCEDURES FROM BIDDERS/CONTRACTORS FOR PROJECTS WITH ASSIGNED GOALS

A. Bidders

Bidders who fail to demonstrate reasonable positive efforts may be declared ineligible to be awarded the contract. Bidders shall complete the bidding documents plus a separate form called "TSB Pre-Bid Contact Information". This form includes:

- (1) Name(s) of the TSB(s) contacted regarding subcontractable items.
- (2) Date of the contract.
- (3) Whether or not a TSB bid/quotation was received.
- (4) Whether or not the TSB's bid/quotation was used.
- (5) The dollar amount proposed to be subcontracted.

B. Contractors Using Quotes From TSBs

Use those TSBs whose quotes are listed in the "Quotation Used in Bid" column along with a "yes" indicated on the Pre-bid Contact Information form.

TSB Affirmative Action Responsibilities

C. Contractors NOT Using Quotes From TSBs

If there are no TSBs listed on the Pre-bid Contract Information form, then the contractor shall document all efforts made to include TSB participation in this project by documenting the following:

- (1) What pre-solicitation or pre-bid meetings scheduled by the contracting authority were attended?
- (2) Which general news circulation, trade associations and/or minority-focused media were advertised concerning the subcontracting opportunities?
- (3) Were written notices sent to TSBs that TSBs were being solicited and was sufficient time allowed for the TSBs to participate effectively?
- (4) Were initial solicitations of interested TSBs followed up?
- (5) Were TSBs provided with adequate information about the plans, specifications and requirements of the contract?
- (6) Were interested TSBs negotiated with in good faith? If a TSB was rejected as unqualified, was the decision based on an investigation of their capabilities?
- (7) Were interested TSBs assisted in obtaining bonding, lines of credit or insurance required by the contractor?
- (8) Were services used of minority community organization, minority contractors groups; local, State and Federal minority business assistance offices or any other organization providing such assistance.

The above documentation shall remain in the contractor's files for a period of three (3) years after the completion of the project and be available for examination by the Iowa Department of Inspections and Appeals.

8. POSITIVE EFFORT DOCUMENTATION WHEN NO GOALS ARE ASSIGNED

Contractors are also required to make positive efforts in utilizing TSBs on all State-assisted projects which are not assigned goals. Form "TSB Pre-bid Contact Information" is required to be submitted with bids on all projects. If there is no TSB participation, then the contractor shall comply with section 7C. of this document prior to the contract award.

Contractor _____

Page# _____

Project# _____

**TARGETED SMALL BUSINESS (TSB)
PRE-BID CONTACT INFORMATION**

County _____

City _____

(To Be Completed By All Bidders Per The Current Contract Provision)

In order for your bid to be considered responsive, you are required to provide information on this form showing your Targeted Small Business contacts made with your bid submission. This information is subject to verification and confirmation.

In the event it is determined that the Targeted Small Business goals are not met, then before awarding the contract, the Contracting Authority will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

NOTE: Every effort shall be made to solicit quotes or bids on as many subcontractable items as necessary to achieve the established goals. If a TSB's quote is used in the bid, it is assumed that the firm listed will be used as a subcontractor.

**TABLE OF INFORMATION SHOWING BIDDERS PRE-BID
TARGETED SMALL BUSINESS (TSB) CONTACTS**

SUBCONTRACTOR	TSB	DATES CONTACTED	QUOTES RECEIVED		QUOTATION USED IN BID	
			YES/ NO	DATES CONTACTED	YES/ NO	DOLLAR AMT. PROPOSED TO BE SUBCONTRACTED

Total dollar amount proposed to be subcontracted to TSB on this project \$ _____
List items by name to be subcontracted:

**UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES
ON NON-FEDERAL AID PROJECTS
(THIRD-PARTY STATE-ASSISTED PROJECTS-LET LOCALLY)**

In accordance with Iowa Code Section 19B.7 and 541 Iowa Administrative Code (IAC) Chapter 4, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy, and for locally let projects, the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Department of Inspections and Appeals (515-281-7102) or from its website at: <http://dia.iowa.gov/page7.html>.
2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For construction contracts:
 - a) Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available on-line at:

http://www.dot.state.ia.us/local_systems/publications/tsb_contract_provision.pdf
 - b) Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
 - a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.
 - b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.
2. Bidding proposals or RFPs noting established TSB goals, if any.
3. The attached "Checklist and Certification." This form shall be filled out upon completion of each project let by the Recipient and forwarded to: Iowa Department of Transportation, Civil Rights Coordinator, Office of Employee Services, 800 Lincoln Way, Ames, IA 50010.

April 2012

CHECKLIST AND CERTIFICATION
For the Utilization of Targeted Small Businesses (TSB)
On Non-Federal-aid Projects (Third-Party State-Assisted Projects-Locally Let)

Recipient: _____ Project Number: _____

County: _____ Agreement Number: _____

1. Were the names of qualified TSB firms obtained from the Iowa Department of Inspections and Appeals? ☐ YES ☐ NO

If no, explain _____

2. Were qualified TSB firms notified of project? ☐ YES ☐ NO

If yes, by ☐ letter, ☐ telephone, ☐ personal contact, or ☐ other (specify) _____

If no, explain _____

3. Were bids or proposals solicited from qualified TSB firms? ☐ YES ☐ NO

If no, explain _____

4. Was a goal or percentage established for TSB participation? ☐ YES ☐ NO

If yes, what was the goal or percentage? _____

If no, explain why not: _____

5. Did the prime contractor or consultant use positive efforts to utilize TSB firms on subcontracts? ☐ YES ☐ NO

If no, what action was taken by Recipient? _____

Is documentation in files? ☐ YES ☐ NO

6. What was the dollar amount reimbursed to the Recipient
from the Iowa Department of Transportation?

\$ _____

What was the final project cost?

\$ _____

What was the dollar amount performed by TSB firms?

\$ _____

Name(s) and address(es) of the TSB firm(s) _____

(Use additional sheets if necessary)

Was the goal or percentage achieved? ☐ YES ☐ NO

If no, explain _____

As the duly authorized representative of the Recipient, I hereby certify that the Recipient used positive efforts to utilize TSB firms as participants in the State-assisted contracts associated with this project.

Title

Signature

Date

Marshalltown Central Business District
CITY COUNCIL REPORT
September 14th, 2015



MCBD, "A Main Street Community"

Update Report Prepared by: Jenny Etter, MCBD, Executive Director

2015 PROJECTS

Promotion Committee, Events Planning: Dorie Tammen, Chair

- Ia/Ia State Cook Off- planning for Sept 10th
- Art Walk- collaboration with Arts & Culture Alliance- Oct 8th
- 24th Annual Holiday Stroll/Tiny Tim Tree Festival- Nov 21
- Adopt A Vet Christmas Party- TBA

Design Committee: Nate McCormick, Chair

- Flower Berms- Pat Williams, Dan Engesser
- Banners- Vic Hellberg, New banner discussion for 2016
- Floral Basket Program- Mark Rohde, Fauna Nord
- Pedestrian Walkway- Nate McCormick, planning for phase II in the works

Business Improvement Committee: Jeff Badger, Chair

- Building Inventory- quarterly update, complete 2nd story inventory
- Market Analysis Project- Project completed with final report
- Business Visitation- Recruit/maintain members
- Business Expansion- recruitment, fill empty stores, attract wider variety of businesses, collaborate with MEDIC, Regional Partnership
- Ia Wholesale Building- all units rented
- Kibbey Building/ Green Space 135 E. Main St.- rehab starts September

Organization Committee: Cass Gerstandt, Chair

- Membership drive 2016
- Communications – Newsletters, Radio & TV, Facebook, website

Special Events this Quarter:

- Developer meetings
- Main Street Iowa workshop on Director Sustainability
- Preserve Iowa Summit- Mark Rohde

End of FY15 - Main Street
Cumulative Economic Impact

Report Criteria: Start Date: 1/1/1986 End Date: 6/30/2015

Community / Neighborhood and year designated	2010 Population	Business Starts/Relo- /Expansion	Net New Jobs	Buildings Rehabilitated	Private's Invested in Rehabilitation	Buildings Sold	Private's Invested in Acquisition	Volunteer Hours
Dubuque (1985)	57,637	437	3,404	1,413	\$ 492,237,046	665	\$ 134,501,717	158,449
Burlington (1986)	25,663	327	744	591	\$ 56,413,040	227	\$ 19,646,631	83,464
Keokuk (1986)	10,780	236	928	469	\$ 43,415,948	214	\$ 20,819,898	69,412
Oskaloosa (1986)	11,463	165	396	260	\$ 16,667,387	106	\$ 8,280,849	70,111
Cedar Falls (1987)	39,260	177	661	787	\$ 28,542,665	143	\$ 35,593,291	77,731
Spencer (1987)	11,233	192	662	488	\$ 24,026,990	73	\$ 5,640,200	32,042
West Des Moines (1987)	56,609	250	585	321	\$ 21,984,933	64	\$ 16,873,500	112,404
Waverly (1989)	9,874	102	268	531	\$ 15,766,436	70	\$ 5,217,990	86,536
Bonaparte (1990)	433	12	37	56	\$ 1,329,300	56	\$ 1,359,201	71,286
Corning (1990)	1,635	100	12	300	\$ 5,577,158	68	\$ 2,422,641	93,254
Iowa Falls (1990)	5,238	81	166	238	\$ 10,048,530	129	\$ 7,809,970	41,111
Conrad (1991)	1,108	29	62	144	\$ 8,114,376	53	\$ 2,603,600	51,123
Elkader (1991)	1,273	77	123	140	\$ 5,010,247	32	\$ 1,935,050	116,779
Hamilton County (1991)	2,489	103	87	281	\$ 3,712,228	100	\$ 2,004,553	95,309
Hampton (1991)	4,461	61	92	186	\$ 3,408,377	62	\$ 3,585,700	57,875
New Hampton (1993)	3,571	44	180	115	\$ 3,019,348	44	\$ 2,142,200	52,987
Dunlap (1994)	1,042	31	82	72	\$ 4,337,299	20	\$ 1,001,507	72,000
Bloomfield (1995)	2,640	96	131	263	\$ 7,732,870	77	\$ 3,034,930	64,156
Greenfield (1995)	1,982	46	64	90	\$ 7,023,343	35	\$ 1,152,601	96,606
Le Mars (1995)	9,826	71	118	89	\$ 6,227,367	98	\$ 5,338,316	28,614
Charles City (1996)	7,652	56	260	274	\$ 28,843,017	37	\$ 4,302,206	172,955
Sac City (1996)	2,220	19	53	33	\$ 1,915,044	27	\$ 493,000	64,239
Waterloo (1996)	68,406	195	342	299	\$ 44,855,188	112	\$ 33,839,020	75,066
Osceola (1997)	4,929	39	-10	85	\$ 6,594,235	56	\$ 4,227,129	40,134
Central City (2000)	1,257	15	19	53	\$ 2,104,110	27	\$ 1,173,000	52,814
State Center (2000)	1,468	35	42	80	\$ 7,929,338	38	\$ 1,911,406	76,931
Story City (2000)	3,431	35	56	40	\$ 5,460,080	22	\$ 2,347,200	48,270
Marshalltown (2002)	27,552	62	192	71	\$ 27,278,731	120	\$ 16,181,424	50,482
Mount Pleasant (2002)	8,668	37	78	96	\$ 8,481,155	39	\$ 3,453,282	39,404
Mason City (2004)	28,079	66	135	109	\$ 25,192,374	32	\$ 5,861,249	33,139
Ottumwa (2006)	25,023	36	130	190	\$ 6,122,407	35	\$ 1,704,500	26,096
West Branch (2006)	2,322	35	52	36	\$ 1,547,225	12	\$ 1,483,000	29,629
West Union (2006)	2,486	13	44	61	\$ 4,076,099	10	\$ 1,959,500	25,929
Belle Plaine (2008)	2,534	30	33	18	\$ 2,806,191	16	\$ 412,010	14,749
Mount Vernon (2008)	4,506	46	44	160	\$ 7,947,742	10	\$ 981,000	36,964
Washington (2008)	7,266	27	37	61	\$ 2,598,265	41	\$ 3,849,756	16,761
Woodbine (2008)	1,459	25	42	51	\$ 7,950,797	10	\$ 579,500	22,694
Ames (2009)	58,965	24	23	30	\$ 4,014,260	12	\$ 1,873,200	27,050
Cedar Rapids (2009)	126,326	93	308	42	\$ 36,589,664	29	\$ 2,582,675	20,005
Colfax (2009)	2,093	14	14	80	\$ 1,593,211	14	\$ 691,004	18,540
Davenport (2009)	99,685	43	78	199	\$ 35,008,410	89	\$ 17,777,421	26,117
Des Moines (2009)	203,433	7	52	17	\$ 7,884,700	15	\$ 4,577,110	8,736
Fort Madison (2009)	11,051	31	69	38	\$ 899,358	14	\$ 1,176,000	14,510
Manning (2009)	1,500	9	-116	57	\$ 1,445,011	12	\$ 532,000	18,438
Chariton (2012)	4,321	14	46	17	\$ 7,910,190	15	\$ 726,365	24,357
Jefferson (2012)	4,345	15	35	20	\$ 3,022,351	6	\$ 308,001	14,178
Lansing (2012)	999	8	8	11	\$ 125,692	4	\$ 390,000	14,359
Marion (2013)	35,843	5	50	19	\$ 3,400,350	9	\$ 2,135,000	5,169
Avoca (2014)	1,506	1	2	3	\$ 57,000	2	\$ 172,000	2,776
Guthrie Center (2014)	1,569	2	10	18	\$ 953,990	3	\$ 121,400	3,237
Newton (2014)	15,254	5	25	12	\$ 81,390	3	\$ 212,000	2,652
Past Participants (20)		728	1,879	1,520	\$ 38,683,865	524	\$ 23,416,015	194,487
CUMULATIVE PROGRAM TOTALS		4,407	12,832	10,634	\$ 1,097,966,930	3,731	\$ 422,412,715	2,752,114

*Totals include Rehabilitation of Existing Buildings and New Construction

These statistics are used to show the economic impact monitored in Iowa Main Street commercial districts. Success of the Main Street program cannot be measured by numbers alone. Cumulative figures are condensed from reports submitted by each local Main Street Program. Each commercial district's size of project area and priorities vary.



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

DEPARTMENT OF PUBLIC WORKS

September 8, 2015

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

From: Justin Nickel
Director of Public Works

Re: Police and Fire Facilities Architect Recommendation

Policy Issue: None

Recommendation: The Police and Fire Citizens Advisory Committee recommends to the City Council:

- Shive Hattery Architecture & Engineering
- Prochaska and Associates
- FEH Design

The committee feels all three architects are capable, knowledgeable, and can supply the energy and enthusiasm needed to support the City's efforts. With the Council's direction, staff will negotiate a fee for design services with the chosen firm. If negotiations are unsuccessful with the top firm, staff will attempt to negotiate with another.

Background: In August staff sent out a Request for Proposals to Architecture firms for the design of a new Police and Fire Facility or Facilities. Seven proposals were received and all firms were interviewed. A committee including citizen's advisors, council members, and City staff interviewed firms on August 31st and September 1st.

Budget Impact: None

Attachment: None

cc: Randy Wetmore, City Administrator

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



RESOLUTION FOR SUBMISSION TO THE VOTERS OF A BALLOT PROPOSITION REGARDING
LEVY FOR THE MARSHALLTOWN PUBLIC LIBRARY

WHEREAS, the City of Marshalltown, Iowa proposes to enact a levy for support of the Marshalltown Public Library; and

WHEREAS, Section 384.12(21) of the Code of Iowa, allows cities to levy an additional tax of up to \$0.27 per \$1,000 assessed property tax valuation for support of a public library; and

WHEREAS a petition for this purpose has been submitted to the Council; and

WHEREAS the Council is required by Section 384.12 of the Code of Iowa to submit the issue to the voters.

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

Section 1. That at the regular city election on Tuesday, the 3rd day of November, 2015, there shall be submitted to the registered voters of said City the following question, to-wit:

“Shall the City of Marshalltown, Iowa, be authorized to levy, annually, a property tax of twenty-seven cents per \$1,000 of assessed value for the purpose of supporting the annual operating budget of the Marshalltown Public Library, with collection of the levy commencing in the fiscal year beginning July 1, 2016?”

Section 2. That the County Commissioner of Elections shall cause to be prepared all such ballots and election registers and other supplies as may be necessary for the proper and legal conduct of said election. The Clerk is hereby authorized and directed to cooperate with said Commission of Elections and to do and prepare all necessary matters in order to make said election legal and valid.

Section 3. That the Clerk is hereby directed to file a certified copy of this Resolution in the office of the County Commission of Elections, which filing shall also constitute the "written notice" to the County Commission of Elections of the election date required to be given by the governing body under the provisions of Chapter 47 of the Code of Iowa.

Passed this __ day of September, 2015, and signed this __ day of September, 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION NO. _____

Resolution to approve amendment to Development Agreement
with TIG Distributing, Inc.

WHEREAS, on August 24, 2015, as part of Resolution No. 2015-144, the City Council of the City of Marshalltown, Iowa (the "City") approved a development agreement (the "TIG Development Agreement") with TIG Distributing, Inc. (the "Company") and

WHEREAS, in Paragraph 2 of the TIF Development Agreement, the City agreed to reimburse the Company in an amount not to exceed \$20,000 for construction by the Company of certain water utility services; and

WHEREAS, it has been determined that the actual cost of such construction will be \$60,000, and the City intends to increase its reimbursement to the Company accordingly;

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

Section 1. The final sentence of Paragraph 2 of the TIF Development Agreement is hereby amended to delete the figure "\$20,000," and to substitute the figure "\$60,000."

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

Passed and approved September ____, 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION NO. _____

Setting date for public hearing on 2015-A amendment to urban renewal plan for Marshalltown Urban Renewal Area No. 3

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

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

WHEREAS, an amendment to the urban renewal plan for the Urban Renewal Area has been prepared which describes a proposed economic development agreement between the City and Teamwork 1 - LLC (the "Developer"), in connection with the development of a facility to be used by Bobcat Academy, pursuant to which the City would rebate a portion of the incremental property taxes to be paid by the Developer, for a period of six years, in an amount not to exceed \$125,000, and it is now necessary that a date be set for a public hearing on that plan amendment;

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

Section 1. This City Council will meet at the Council Chambers, Marshalltown, Iowa, on the 12th day of October, 2015, at 5:30 o'clock p.m., at which time and place it will hold a public hearing on the proposed urban renewal plan amendment for the Urban Renewal Area.

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

Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City Administrator is hereby designated as the City's representative in connection with the consultation process which is required under that section of the urban renewal law.

Passed and approved the 14th day of September, 2015.

Mayor

Attest:

City Clerk

NOTICE OF HEARING ON 2015-A AMENDMENT TO URBAN RENEWAL
PLAN FOR MARSHALLTOWN URBAN RENEWAL AREA NO. 3

Notice Is Hereby Given: That at 5:30 o'clock p.m., at the Council Chambers, Marshalltown, Iowa, on the 12th day of October, 2015, the City Council of the City of Marshalltown, Iowa, will hold a public hearing on the question of amending the urban renewal plan for the Marshalltown Urban Renewal Area No. 3 to include a new urban renewal project related to a proposed economic development agreement between the City and Teamwork 1 – LLC, in connection with the development of a facility to be used by Bobcat Academy, pursuant to which the City would rebate a portion of the incremental property taxes to be paid for a period of six years, in a maximum amount not to exceed \$125,000.

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

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

Shari Coughenour
City Clerk

**RESOLUTION ADOPTING TENTATIVE RESOLUTION
ACCEPTING THE SUBORDINATION AGREEMENT FOR PROPERTY INTEREST
AT 209 N CENTER STREET, TOLEDO, IOWA 52342, HUD LEAD HAZARD
CONTROL PROJECT NO. 53510011.**

WHEREAS the Council of the City of Marshalltown, Iowa did, on the 24th day of August 2015, place on file a Tentative Resolution whereby it proposed to accept subordination of a forgivable lien at 209 N. Center Street, Toledo, Iowa, 52342, property herein after described; and

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

WHEREAS the purpose of this Resolution is to authorize the subordination of the forgivable loan as recorded as Instrument No. 2011-1457 in the records of Tama County, Iowa so the property owners may refinance their home mortgage.

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

Section 1. The Tentative Resolution placed on file in the office of the Clerk of the CITY OF MARSHALLTOWN, IOWA, on the 24th day of August 2015, whereby it is proposed subordinate title of the CITY MARSHALLTOWN, IOWA, to the real estate located in the City of Marshalltown described as:

209 N. Center Street, Toledo, Iowa. 52342

Lot One (1) in Block Four (4) of McRoberts Second Addition to Toledo, Iowa.

is hereby approved and adopted..

Section 2. The Mayor and Clerk are hereby authorized to execute the attached Subordination Agreement and to do all things necessary to carry out subordination.

Passed this ____ day of _____ 2015, and signed this ____ day of _____ 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

Affidavit of Publication

STATE OF IOWA,
Marshall County, ss.

City of Marshalltown

Notice of Intent to Execute Subordination Agreement for
Property Interest at 209 North Center St. Toledo, IA

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

One

consecutive weeks on the days and dates as follows, to-wit:
Sept. 1, 2015

Statutory fees for publishing said notice are:
20.60

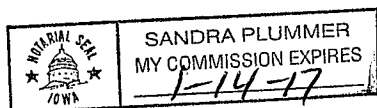
Kenna Jo Lanbertsen

Sworn to before me and subscribed in my
presence by the said Kenna Jo Lanbertsen this
Third Day of Sept., 2015

Sandra Plummer

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

Account No. and Account Name
L02000 City of Marshalltown



Legals

NOTICE OF INTENT TO EXE-
CUTE SUBORDINATION
AGREEMENT FOR PROPERTY
INTEREST AT 209 NORTH
CENTER STREET, TOLEDO,
IOWA

Notice is hereby given that
the City Council of Marshalltown
Iowa will consider a tentative
resolution to execute a subordi-
nation agreement for real pro-
perty located at 209 North
Center Street, Toledo, Iowa,
and described as Lot One (1) in
Block Four (4) of McRoberts
Second Addition to Toledo,
Iowa.

Said property was assisted
with a forgivable loan from the
City of Marshalltown HUD Lead
Hazard Control Grant Program
and a lien was filed to enforce
the provisions of the forgivable
loan recorded as Instrument No.
2011-1457 in the records of
Tama County, Iowa. The subor-
dination agreement may be
construed as a disposal of an
interest in real property pur-
suant to Section 364.7 of the
Code of Iowa.

Notice is further given that the
intent to execute a subordina-
tion agreement will come before
the council for final action and
public hearing on the 14th day
of September 2015, in the
Council Chambers at 10 West
State Street, Marshalltown,
Iowa and all comments or objec-
tions may be made at that time
or prior thereto by filing same in
writing with the City Clerk, 24
North Center Street, Marshall-
town, Iowa, 50158. Dated this
1st day of September, 2015.
---19761



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

Housing & Community Development

TO: Mayor and City Council Members

FROM: Michelle Spohnheimer, Housing & Community Development Director *MS*

DATE: August 5, 2015

RE: **Lead Hazard Control Grant Program Subordination**
209 N. Center Street, Toledo, IA 52342

The owner of a property located at **209 N. Center Street, Toledo, IA 52342** participated in the City of Marshalltown HUD Lead Hazard Control Grant Program wherein they received assistance to remediate lead hazards from their home. The assistance was paid for with grant funds made available through the City of Marshalltown HUD Lead Hazard Control Grant Program. The grant funds used to assist households are provided to the owner(s) in the form of a forgivable loan. The loan is forgiven 20% each year after the completion of the project until the end of the fifth year at which time the loan is entirely forgiven. The terms of the forgivable loan are enforced via a lien document that is filed with the County Recorder.

The owners of the property listed above have approached their lending institution with a request to refinance their mortgage. The owners currently have a mortgage rate of at 5.37% and they wish to refinance for a 4.25% fixed rate mortgage. The Amount that will be refinanced is \$131,400. The appraised value of **209 N. Center Street, Toledo, IA 52342** is \$146,000. Originally \$24,360 in grant funds were used with \$4,872 (20%) remaining. The lending institution has requested that the City of Marshalltown's lien take a subordinate position to the financial institution as a condition of refinancing. The council has the authority to agree to subordination. To achieve subordination, a public hearing must be held in consideration of a tentative resolution to authorize subordination. The public hearing has been scheduled for September 14, 2015.

If you have questions, please contact Michelle Spohnheimer at 754-5756 or e-mail mspohnheimer@ci.marshalltown.ia.us

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

Marshalltown



2012

Property Address:	209 N. Center Street, Toledo, IA 52342
Date of Completion:	4/11/2011
Current Mortgage Amount:	\$141,386.40
Original Lien Amount:	\$24,360
% of Lien Forgiven:	80%
Remaining Balance on Lien:	\$4,872
New Mortgage Amount:	\$131,400
Appraised Value:	\$146,000
Lien plus New Mortgage:	\$136,272
Difference:	\$9728
The amount of new mortgage and remaining balance on the lien is LESS THAN the appraised value.	

SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS Omar Delfino Castanon Holguin and Eugenia Cleotide Castanon are the owners of the following described premises:

Lot One (1) in Block Four (4) of McRoberts Second Addition to Toledo, Iowa.

WHEREAS said property owner has executed a Forgivable Loan in favor of the City of Marshalltown, Iowa (hereinafter referred to as CITY OF MARSHALLTOWN), which is recorded as Instrument No. 2011-1457 in the records of Tama County, Iowa, and the City of Marshalltown is the present lien holder thereof; and

WHEREAS the CITY OF MARSHALLTOWN recognizes said property owner wishes to refinance current mortgage obligations; and,

WHEREAS State Bank of Toledo has requested a condition prior to approving a mortgage loan to said property owner which requires the city's lien to take a subordinate position to the property owner's refinancing efforts.

NOW THEREFORE the City of Marshalltown acknowledges the priority of said mortgage to State Bank of Toledo and specifically subordinates the Marshalltown forgivable loan to said mortgage of State Bank of Toledo; and

The City of Marshalltown further acknowledges the mortgage of State Bank of Toledo as a first and prior lien upon said premises, not to exceed \$141,128 nor be increased without prior written consent of the City of Marshalltown; and

The City of Marshalltown, by the execution of this Subordination Agreement, does not release the lien of its Forgivable Loan, but only subordinates and makes junior such lien to the mortgage of State Bank of Toledo and all correction hereinafter.

Witness the hand and seal of the undersigned this ____ day of _____ 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

STATE OF IOWA
COUNTY OF MARSHALL

On this ____ day of _____ 2015 before me, a Notary Public, appeared James L. Lowrance, Mayor, who being duly sworn, did say that he is the chief elected official of the CITY OF MARSHALLTOWN, and that the foregoing instrument was signed by him/her on behalf of the CITY OF MARSHALLTOWN as the free act and deed of said city. IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal, the date and year last above written.

_____, Notary Public
My commission expires:

**TENTATIVE RESOLUTION ACCEPTING SUBORDINATION AGREEMENT FOR
PROPERTY INTEREST AT 209 N CENTER STREET, TOLEDO, IOWA 52342, HUD
LEAD HAZARD CONTROL PROJECT NO. 53510011 2015-137**

WHEREAS the owners of a property located at 209 N. Center Street, Toledo, Iowa, 52342 has participated in the Marshalltown CDBG Owner Occupied Rehabilitation Program; and

WHEREAS the nature of the Marshalltown HUD Lead Hazard Control Program is to provide qualifying applicants with forgivable loans for the purpose of remediating lead hazards in their home; and

WHEREAS a lien has been filed to enforce the provisions of the forgivable loan which is recorded as Instrument No. 2011-1457 in the records of Tama County, Iowa; and

WHEREAS the owner of said property wishes to refinance their property mortgage, a provision of which calls for the city's lien to become a subordinate interest to the new mortgage agreement; and

WHEREAS such a provision may be construed as a disposal of an interest in real property pursuant to Section 364.7 of the Code of Iowa, thus necessitating a proposed resolution and public hearing.

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

Section 1. The City of Marshalltown, Iowa by this Tentative Resolution proposes to consent to the filing of the attached Subordination Agreement, which is incorporated and made part of this resolution.

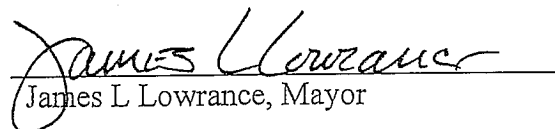
Section 2. The attached Subordination Agreement, shall be for real property located at 209 N. Center Street, Toledo, Iowa, 52342 described as follows:

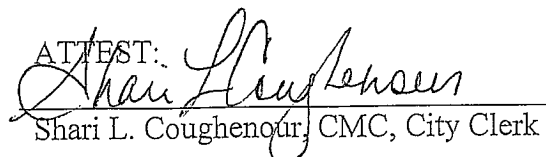
Lot One (1) in Block Four (4) of McRoberts Second Addition to Toledo, Iowa.

Section 3. The City Clerk shall cause to be published the notice required by law, by publication once in the Marshalltown Times-Republican, a newspaper having general circulation in the City of Marshalltown, Iowa, and published at least once weekly, the publication to be not less than ten (10) nor more than twenty (20) days prior to the date hereinafter fixed for public hearing concerning this matter. Said public hearing is hereby fixed the 14th day of September 2015, at the Council meeting to commence at 5:30 PM in the Council Chambers, 10 W. State Street, Marshalltown, Iowa. Said public hearing shall convene to consider any and all comments filed with the City Clerk or made in open council meeting in response to the proposed action as recited herein, and the Council shall have authority to take final action at that time.

Passed this 24 day of August 2015, and signed this 27 day of August 2015.

CITY OF MARSHALLTOWN, IOWA


James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION NO. _____

Resolution adopting the 2015 Amendment to the Urban Revitalization Plan for the Marshalltown Urban Revitalization Area No. 3

WHEREAS, pursuant to the provisions of Chapter 404 of the Code of Iowa (the "Code") the City of Marshalltown, Iowa, has designated all property within the City as a revitalization area known as the Marshalltown Urban Revitalization Area No. 3 (the "Urban Revitalization Area") and has adopted an Urban Revitalization Plan (the "Urban Revitalization Plan") for such area; and

WHEREAS, pursuant to the provisions of the Code, before amending the Urban Revitalization Plan, the City must hold a public hearing; and

WHEREAS, the 2015 Amendment to the Urban Revitalization Plan has been prepared and presented to the City Council for consideration, in accordance with the provisions of the Code, for the purpose of adding alternative tax abatement schedules, which amendment is set forth in Exhibit A attached hereto and by this reference made a part hereof; and

WHEREAS, pursuant to the provisions of the Code, the City Council has caused notice to be published and has held a public hearing on the amendment;

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

Section 1. The 2015 Amendment to the Urban Revitalization Plan for the Marshalltown Urban Revitalization Area No. 3 is hereby adopted, in the form attached hereto as Exhibit A.

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

Passed and approved September 14, 2015.

Mayor

Attest:

City Clerk

EXHIBIT A

URBAN REVITALIZATION PLAN

CITY OF MARSHALLTOWN, IOWA
MARSHALLTOWN URBAN REVITALIZATION AREA NO. 3

2015 AMENDMENT

The Urban Revitalization Plan for the Marshalltown Revitalization Area No. 3 is hereby amended as follows:

"Section J. EXEMPTIONS, is revised to read as follows:

All qualified real estate assessed as residential property, assessed as commercial property, if the commercial property consists of three or more separate living quarters with at least seventy-five percent of the space used for residential purposes or assessed as multiresidential property, if the multiresidential property consists of three or more separate living quarters with at least seventy-five percent of the space used for residential purposes, is eligible to receive an exemption from taxation on the actual value added by the improvements in accordance with one of the following schedules, which must be selected by the property owner in the application for tax abatement:

	Three-year schedule	Five-year schedule	Ten-year schedule
Year 1	100%	100%	80%
Year 2	100%	80%	70%
Year 3	100%	60%	60%
Year 4		40%	50%
Year 5		20%	40%
Year 6			40%
Year 7			30%
Year 8			30%
Year 9			20%
Year 10			20%"

STATE OF IOWA
COUNTY OF MARSHALL SS:
CITY OF MARSHALLTOWN

I, the undersigned, Clerk of the City of Marshalltown, Iowa, do hereby certify that I caused to be published a notice of public hearing, of which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this 9 day of September, 2015.



City Clerk

(Attach hereto publisher's original affidavit of publication of notice with a clipping of the notice as published attached.)

Affidavit of Publication

STATE OF IOWA,
Marshall County, ss.

City of Marshalltown

Notice of Public Hearing on an Amendment to the Plan for
the Marshalltown Urban Revitalization Area # 3.

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

One

consecutive weeks on the days and dates as follows, to-wit:
September 2, 2015

Statutory fees for publishing said notice are:
18.95

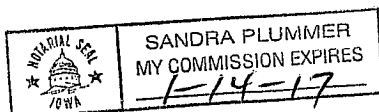
Kenna Jo Lanbertsen

Sworn to before me and subscribed in my
presence by the said Kenna Jo Lanbertsen this
Third Day of Sept., 2015

Sandra Plummer
Sandra Plummer, Notary Public

Marshall County, Iowa
Commission No. 766297
Commission Expires January 14, 2017

Account No. and Account Name
L02000 City of Marshalltown



**Legals
PUBLIC NOTICE**

NOTICE OF PUBLIC HEARING
ON AN AMENDMENT TO THE
PLAN FOR THE MARSHALL-
TOWN URBAN REVITALIZA-
TION AREA NO. 3

NOTICE IS HEREBY GIVEN:
That there is now on file for
public inspection in the office of
the City Clerk of Marshalltown,
Iowa, an Amendment to the Ur-
ban Revitalization Plan for the
Marshalltown Urban Revitaliza-
tion Area No. 3, which proposes
to add alternative tax abate-
ment schedules to the Plan, in-
cluding a three-year 100%
abatement, a five-year sliding
scale abatement and a ten-year
sliding scale abatement.

The City Council will meet at
5:30 o'clock p.m., on the 14th
day of September, 2015, at the
Council Chambers, Marshall-
town, Iowa, at which time a
hearing will be held pursuant to
the provisions of Chapter 404 of
the Code of Iowa (the "Code"),
on the proposal to adopt the
Amendment to the Urban Revi-
talization Plan.

At the public hearing any per-
son having an interest in the
matter may appear and be
heard for or against the adop-
tion of the Amendment to the
Urban Revitalization Plan.

Published by order of the City
Council of the City of Marshall-
town, Iowa.

Shari Coughenour
City Clerk

-----19787



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

August 5, 2015

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

From: Justin Nickel
Director of Public Works

Re: Modification of City Code – 20-78 Speed Restrictions

Policy Issue: City policy requires Governing Body approval of change to the City code.

Recommendation: Staff recommends modifying the code for speed restrictions on 18th Avenue, moving the 35 mile per hour restriction from Jackson Street to 500 feet south of East Anson Street.

Background: A temporary traffic signal was installed at East Nevada Street and 18th Avenue. As a safety precaution, Alliant Energy has requested the start of the 35 mph zone be moved further south. This change will not require a public hearing.

Budget Impact: None

Attachment: None

cc: Randy Wetmore, City Administrator

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



Draw

14942

ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA
BY AMENDING CHAPTER 20, SECTION 20-78 SPEED RESTRICTIONS,
REDUCING THE SPEED LIMIT ON 18th AVENUE TO 35 MPH
FROM JACKSON STREET TO 500 FEET SOUTH OF EAST ANSON STREET

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

Section 1. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by repealing Section 20-78 and enacting the following as a substitute:

Sec. 20-78. Speed Restrictions.

The following parking lots shall be designated as restricted from parking whenever emergency parking restrictions are instituted on streets and until the parking lots are cleared, and there shall be erected suitable signs in the lots designated:

- a.) Any person driving a motor vehicle on a highway shall drive the vehicle at a careful and prudent speed not greater than or less than is reasonable and proper, having due regard to the traffic, surface and width of the highway and of any other conditions then existing, and no person shall drive any vehicle upon a highway at a speed greater than will permit him to bring the vehicle to a stop within the assured clear distance ahead, such driver having the right to assume, however, that all persons using the highway will observe the law.
- b.) The following shall be the lawful speed, and except as modified, any speed in excess thereof shall be unlawful:
 - 1.) In any business district, 20 miles per hour.
 - 2.) In any residence or school district, 25 miles per hour.
 - 3.) For any motor vehicle drawing another vehicle, except as otherwise specified, 40 miles per hour.
 - 4.) In any suburban district, 45 miles per hour.
 - 5.) That the maximum speed limits on the following designated streets, avenues, roads or drives is hereby established at the rates designated as follows:

<u>ON STREET</u>	<u>FROM STREET</u>	<u>TO STREET</u>	<u>MPH</u>
12TH AVE / GOVERNOR RD	ANSON ST	MERLE HIBBS BLVD	35
12th AVE /GOVERNOR RD	EAST MERLE HIBBS BLVD	SOUTHERLY CITY LIMITS	45
12TH AVE	MAIN ST	ANSON ST	30
12TH ST	1500' S. OF WESTWOOD DR	PRAIRIE LN	45
12TH ST	LINCOLN WAY	OLIVE ST	35
12TH ST	WESTWOOD DR	1500 FEET SOUTH	35
18TH AVE	1/4 MILE S OF OLIVE ST 500' S OF E ANSON ST	HWY 30	55
18TH AVE	HWY 30	BURNS RD	35

<u>ON STREET</u>	<u>FROM STREET</u>	<u>TO STREET</u>	<u>MPH</u>
18TH AVE	JACKSON ST	1/4 MILE SOUTH OF OLIVE	45
18TH AVE	MARION ST	JACKSON ST 500' S OF E ANSON ST	35
1ST AVE	STATE ST	CHURCH ST	20
1ST ST	STATE ST	CHURCH ST	20
2ND AVE	STATE ST	CHURCH ST	20
2ND ST	STATE ST	CHURCH ST	20
233RD ST	WESTERLY CITY LIMITS	CAMPBELL DRIVE	35
3RD AVE	200' N. OF BOONE ST	ANSON ST	35
3RD AVE	NORTH CITY LIMITS	200' N. OF WOODLAND ST	45
3RD AVE	200' N. OF WOODLAND	100' N. OF BROMLEY ST	35
3RD ST	MADISON ST	6TH ST	35
6TH ST	3RD ST	HIBBS BLVD	35
6TH ST	HIBBS BLVD	IOWA AVE WEST	45
6TH ST-WHEN SCHOOL FLASH IS ON	MEADOW LN	WESTWOOD DR.	25
ANSON ST	12TH AVE	BEER GARDEN RD	35
ANSON ST	3RD AVE	12TH AVE	30
ANSON ST	CENTER ST	3RD AVE	35
CAMPBELL DRIVE	233RD ST	OLIVE ST	35
CENTER ST	NEVADA ST	NICHOLAS DR	35
CENTER ST	IOWA AVE	3000' S. OF IOWA AVE	50
CENTER ST	NICHOLAS DR	IOWA AVE	45
CENTER ST	STATE ST	CHURCH ST	20
CHURCH ST	3RD ST	4TH AVE	20
CHURCH ST	4TH AVE	7TH AVE	30
CHURCH ST	9TH ST	3RD ST	30
GOVERNOR ROAD	MERLE HIBBS BLVD	SOUTH CITY LIMITS	35
HIGHLAND ACRES RD	MAIN ST	SOUTH CITY LIMITS	35

<u>ON STREET</u>	<u>FROM STREET</u>	<u>TO STREET</u>	<u>MPH</u>
HWY 30	WEST CITY LIMITS	EAST CITY LIMITS	65
IOWA AVE E	12TH ST	ROSE HILL CEMETERY	50
IOWA AVE W	PARKER AVE	12TH ST	55
IOWA AVE W	ROSE HILL CEMETERY	EAST CITY LIMITS	55
LINCOLN WAY	WEST CITY LIMITS	12TH ST	35
LINCOLN WAY	12TH ST	9TH ST	30
LINN ST	4TH AVE	8TH AVE	30
LINCOLN WAY/MADISON	9TH ST	6TH ST	30
MADISON ST	6TH ST	4TH AVE	30
MAIN ST	12TH AVE	400' EAST OF 18TH AVE	35
MAIN ST	13TH ST	3RD ST	30
MAIN ST	20TH ST	14TH ST	30
MAIN ST	3RD AVE	8TH AVE	25
MAIN ST	3RD ST	3RD AVE	20
MAIN ST	400' EAST OF 18TH AVE	EAST CITY LIMITS	55
MAIN ST	8TH AVE	12TH AVE	30
MAIN ST	HIGHLAND ACRES	20TH ST	45
MARION ST	N. CENTER ST	N 1ST AVE	10
MARION ST	3RD AVE	18TH AVE	30
NEVADA ST	18TH AVE	QUARRY RD	35
NEVADA ST	4TH AVE	12TH AVE	35
NICHOLAS DR	3RD ST	CENTER ST	35
OLIVE ST	18TH AVE	EAST CITY LIMITS	45
OLIVE ST	6TH ST	CAMPBELL DR	35
OLIVE ST	RAINBOW DR	18TH AVE	35
QUARRY RD	NEVADA ST	EAST TO CITY LLIMITS	35

<u>ON STREET</u>	<u>FROM STREET</u>	<u>TO STREET</u>	<u>MPH</u>
RIVERVIEW PARK RD			15
SOUTHRIDGE RD	EDGEBROOK DR	GOVERNOR ROAD	35
STATE ST	3RD ST	3RD AVE	20
SUMMIT ST	22ND ST	9TH ST	30
SUMMIT ST	VALLEY VIEW RD	22ND ST	45
WEST MERLE HIBBS BLVD	SOUTH CENTER ST	SOUTH 6TH STREET	35
WESTWOOD DR	6TH ST	CAMPBELL DR	35
WESTWOOD DR	6TH ST	FREIBURG COURT	25
WOODLAND ST	3RD AVE	EAST TO END	15

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

Passed this __ day of ____, 2015, and signed this __ day of ____, 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

This is a summary of Ordinance _____ to amend the code of ordinances, City of Marshalltown, Iowa by amending Chapter 20, Section 20-78 speed restrictions. The entire Ordinance is available for review in its entirety at the City Clerk's office, 24 N Center Street, Marshalltown, Iowa, or individuals may request an electronic version of the document by emailing the city clerk, clerk@ci.marshalltown.ia.us.

Sec. 20-78. Speed Restrictions.

The following parking lots shall be designated as restricted from parking whenever emergency parking restrictions are instituted on streets and until the parking lots are cleared, and there shall be erected suitable signs in the lots designated:

- a.) Any person driving a motor vehicle on a highway shall drive the vehicle at a careful and prudent speed not greater than or less than is reasonable and proper, having due regard to the traffic, surface and width of the highway and of any other conditions then existing, and no person shall drive any vehicle upon a highway at a speed greater than will permit him to bring the vehicle to a stop within the assured clear distance ahead, such driver having the right to assume, however, that all persons using the highway will observe the law.
- b.) The following shall be the lawful speed, and except as modified, any speed in excess thereof shall be unlawful:
 - 1.) In any business district, 20 miles per hour.
 - 2.) In any residence or school district, 25 miles per hour.
 - 3.) For any motor vehicle drawing another vehicle, except as otherwise specified, 40 miles per hour.
 - 4.) In any suburban district, 45 miles per hour.
 - 5.) That the maximum speed limits on the following designated streets, avenues, roads or drives is hereby established at the rates designated as follows:

Ordinance 14942 decreases the speed limit on 18th Avenue to 35 mph from Jackson Street to 500' south of East Anson Street.

The ordinance shall be in full force and effect after its passage and publication as by law.

/s/ Shari L. Coughenour, CMC, City Clerk



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

DEPARTMENT OF PUBLIC WORKS

August 5, 2015

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

From: Justin Nickel
Director of Public Works

Re: Modification of City Code – 20-161 No parking anytime

Policy Issue: City policy requires Governing Body approval of change to the City code.

Recommendation: None

Background: A request has been made to prohibit parking at all times on both sides of the street on West Boone Street from South 12th Street to South 9th Street. The street is 25 feet wide and is currently subject to alternate parking. This change does not require a public hearing.

Budget Impact: None

Attachment: None

cc: Randy Wetmore, City Administrator

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



T.M.W

14943

ORDINANCE AMENDING SECTION 20-161 OF THE CITY CODE, TO PROHIBIT THE
PARKING OF MOTOR VEHICLES AS SPECIFIED HEREIN, PROVIDING FOR THE
PLACEMENT OF SIGNS, AND PROVIDING PENALTIES FOR VIOLATIONS

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

Section 1. The stopping, parking or leave standing of motor vehicles on the following
designated streets, avenues, roads or drives is hereby prohibited.

A. On both sides of Boone Street from S 12th Street to S 9th Street.

Section 2. There shall be erected suitable signs in a conspicuous place stating the said
parking is prohibited in clear and concise language.

Section 3. Anyone violating the provisions of this ordinance shall, upon conviction, be
subject to a fine not exceeding One Hundred (\$100.00) Dollars or to imprisonment not exceeding
thirty (30) days.

Section 4. All ordinances or parts of ordinances in conflict with the provisions of this
ordinance are hereby repealed.

Section 5. This ordinance shall be in full force and effect from and after its passage and
publication as by law provided.

Passed this ____ day of _____ 2015, and signed this ____ day of _____, 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

City of Marshalltown, Marshall County, Iowa

\$2,000,000 General Obligation Corporate Purpose Bonds, Series 2015

Date of Bonds: 24/Oct/15								Existing Levies			Less: Outside Funding "State D/S Backfill"	FINAL Net Debt Service	Taxable Valuation 1/1/14	ETV Growth Assumptions	Estimated Tax Rate Per (\$1000 ETV)
Date	Principal	Estimated Interest Rate	Interest	Principal and Interest	Fiscal Year	PRELIM Series 2015 Debt Service	LEVIES Outstanding Issues	Total							
01/Dec/15			\$4,497.81	\$4,497.81											
01/Jan/16			21,881.25	21,881.25	2016	\$26,379.06	\$ 2,708,500.00	\$2,734,879.06				\$2,734,879.06	\$790,658,759		\$ 3.46
01/Dec/16			21,881.25	21,881.25								-			
01/Jan/17			21,881.25	21,881.25	2017	70,141.56	2,823,160.00	2,893,301.56				2,893,301.56	779,799,854		3.71
01/Dec/17			21,881.25	21,881.25								-			
01/Jan/18	200,000	1.400%	21,881.25	221,881.25	2018	243,762.50	2,329,701.00	2,573,463.50				2,573,463.50	775,299,854		3.32
01/Dec/18			20,481.25	20,481.25								-			
01/Jan/19	250,000	1.650%	20,481.25	270,481.25	2019	290,962.50	2,107,056.00	2,398,018.50				2,398,018.50	774,099,854		3.10
01/Dec/19			18,418.75	18,418.75								-			
01/Jan/20	275,000	1.850%	18,418.75	293,418.75	2020	311,837.50	2,075,482.00	2,387,319.50				2,387,319.50	772,899,854		3.09
01/Dec/20			15,875.00	15,875.00								-			
01/Jan/21	325,000	2.050%	15,875.00	340,875.00	2021	356,750.00	2,093,149.00	2,449,899.00				2,449,899.00	771,699,854		3.17
01/Dec/21			12,543.75	12,543.75								-			
01/Jan/22	350,000	2.400%	12,543.75	362,543.75	2022	375,087.50	2,076,613.00	2,451,700.50				2,451,700.50	770,499,854		3.18
01/Dec/22			8,343.75	8,343.75								-			
01/Jan/23	375,000	2.650%	8,343.75	383,343.75	2023	391,687.50	926,528.00	1,318,215.50				1,318,215.50	769,299,854		1.71
01/Dec/23			3,375.00	3,375.00								-			
01/Jan/24	225,000	3.000%	3,375.00	228,375.00	2024	231,750.00		231,750.00				231,750.00	769,299,854		0.30
Total		\$2,000,000	\$271,979.06	\$2,271,979.06		\$2,298,358.13	\$ 17,140,189.00	\$19,438,547.13	\$ -			\$19,438,547.13			\$2.78 Average
Net Interest Rate		2.481390%		Premium											
Bond Years		11,605.556		Discount		\$16,000.00									
Average Life		5.803													
SPEER FINANCIAL, INC.				run date:		04/Sep/15									
				file name:		Marshalltown									

PRELIMINARY - SUBJECT TO CHANGE

FW: Scanned Document/Image From MFP08571PLT02 - Facade Grant - Corrected - spellchecked email

From : Douglas P Husak <Douglas.P.Husak@wellsfargo.com> Tue, Sep 08, 2015 06:19 PM
Subject : FW: Scanned Document/Image From MFP08571PLT02 - Facade Grant - Corrected - spellchecked email 1 attachment
To : Clerk@ci.marshalltown.ia.us
Cc : krezac@qwestoffice.net, director@marshalltownmainstreet.com, gdprimus@gmail.com, stroskey@cgaconsultants.com

Shari – pls disseminate to council members.

To: Marshalltown City Council Members,

We have received two apps (one for each façade) for 16 E Main St., from Clap-Saddle-Garber. The work to be done involves the north side of their building which is viewable from the north, and the west side of the building, also viewable from the north.

Estimates have been received and are included in the attachment as follows:

North - \$10,510 in project costs – grant app for \$2,627.50

West - \$12,450 in project costs – grant app for \$3,112.50

Total project = \$22,960, Total reimbursement request = \$5,740

The committee has reviewed the applications and approved them. We feel that the west side of the building, although not as visible to the public, is bordering a public parking lot and is still in sight sufficient enough to warrant inclusion in the façade grant program. Both walls suffer from falling brick and are in need of repair, and the surrounding building and neighbors will benefit from this project aesthetically as well.

This will be presented at the 9/14 City Council mtg. Let me know if you have questions.

Thanks, Doug
Façade/Code Chair

From: Douglas.P.Husak@wellsfargo.com [mailto:Douglas.P.Husak@wellsfargo.com]
Sent: Friday, September 04, 2015 11:56 AM
To: Husak, Douglas P.
Subject: Scanned Document/Image From MFP08571PLT02

 **image2015-09-04-115554.pdf**
689 KB

To : MCB D

August 21, 2015

CGA Properties owns the building at 16 East Main Street. In 2003 a mural was painted on the north side of the building (facing the public parking lot.) At that time some tuck-pointing and general repair work was completed on the brick exterior.

Today there is a need to repair much of the brick work on the north and west sides. Mortar is falling off in some areas and portions of bricks are beginning to come loose. CGA Properties has contacted Pajic Tuckpointing out of Waterloo to make the needed repairs. This company recently did the repair work on the police building.

CGA intends to seek options for replacing the mural but at this time the plan is to paint over both sides in order to leave a black space for any future artwork. The paint color will be one of the approved colors found in the Marshalltown Zoning Ordinance. This project does not require a building permit.

Photos of some of the damage are included in this packet.

I hope you will consider the repair of these facades appropriate for the MCB D Façade Improvement program.

Thank you,

Steve Troskey



Marshalltown Central
Business District
Façade Improvement
Program
Downtown TIF District

Checklist of Application Items:

Please complete application process in the order listed below:

- ☒ Three (3) drawings of the proposed work (to scale). N/A
(Tim Reinders of Iowa Main Street can provide free architectural drawings)
- ☒ Brief narrative description of the project
- ☒ Picture(s) of façade and particular building area(s) to be enhanced
- ☒ One (1) original completed application form
- ☒ See City Zoning Office - Signature of City Staff
- Approved _____ Not Applicable X
- ☒ One (1) contractor's estimate
 - Estimate must include only the work proposed for the project
 - The estimate must include a brief description and methodology of the work to be done (include drawings if necessary), it can not simply be a list of items
 - Contractor resume of prior experience
- ☒ City Building Permit – Signature of Building Inspector N/A
- ☒ Color/material samples, if requested by the MCB.
- ☒ Required signatures
 - Signature of owner is required, if the applicant is not the owner.
- ☐ Meet with MCB, Main Street Downtown Incentive Committee to review application.
- ☐ The Downtown Incentive Committee will recommend approval or disapproval to the City Council – request is subject to approval by the City Council

Marshalltown Central Business District Façade Grant Application

Property Information:

Address: 16 EAST MAIN ST.

Current Tenant (Business Name): CGA ENGINEERS

Use: OFFICE Zoning: CBD

Applicant Information:

Name of Applicant: CGA PROPERTIES

Mailing Address: 16 EAST MAIN ST. MARSHALLTOWN, IA 50158
Street City, State Zip

Phone: 641-752-6701 Fax: _____ Cell: _____

Owner Information (If different from applicant information):

Name of Applicant: _____

Mailing Address: _____
Street City, State Zip

Phone: _____ Fax: _____ Cell: _____

Proposed use of funds (Check all that apply)

	Est. Cost
☐ Awning	\$ _____
☐ Awning with façade project	\$ _____
☒ Brick cleaning and tuckpointing	\$ <u>8,560</u>
☐ Exterior lighting	\$ _____
☒ Painting of exterior surface	\$ <u>1,950</u>
☐ Preservation of architectural elements	\$ _____
☐ Removal of inappropriate elements	\$ _____
☐ Signage	\$ _____
☐ Storefront rehabilitation/restoration	\$ _____
☐ Window and/or door repair	\$ _____
☐ Other; explain _____	\$ _____

Total estimated cost \$ 10,510

Grant amount requested \$ 2,627.50

Low Interest Loan amount requested \$ 0

(Low Interest Loan Available with Participating Banks – See overview)

NORTH WALL

Marshalltown Central Business District Façade Grant Application

Property Information:

Address: _____

Current Tenant (Business Name): _____

Use: _____ Zoning: _____

Applicant Information:

Name of Applicant: _____

Mailing Address: _____

Street	City,	State	Zip
--------	-------	-------	-----

Phone: _____ Fax: _____ Cell: _____

Owner Information (If different from applicant information):

Name of Applicant: _____

Mailing Address: _____

Street	City,	State	Zip
--------	-------	-------	-----

Phone: _____ Fax: _____ Cell: _____

Proposed use of funds (Check all that apply)	Est. Cost
☐ Awning	\$
☐ Awning with façade project	\$
☒ Brick cleaning and tuckpointing	\$12,450
☐ Exterior lighting	\$
☐ Painting of exterior surface	\$
☐ Preservation of architectural elements	\$
☐ Removal of inappropriate elements	\$
☐ Signage	\$
☐ Storefront rehabilitation/restoration	\$
☐ Window and/or door repair	\$
☐ Other, explain	\$
Total estimated cost	\$12,450
Grant amount requested	\$3,112.50
Low Interest Loan amount requested	\$0

(Low Interest Loan Available with Participating Banks -- See overview)

Note: *Applicant must provide a copy of all proposed materials and design drawings for estimated scope of work and, upon completion, a copy of the contractor's waiver of lien*

Note: Applicant must provide a copy of all proposed materials and design drawings for estimated scope of work and, upon completion, a copy of the contractor's waiver of lien for evidence of payment. The Main Street Downtown Incentive Committee/City reserves the right to request additional information.

I hereby affirm that I have full legal capacity to authorize the filing of this application and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. The owner invites MCBBD representatives to make all reasonable inspections, investigations and take pictures of the subject property during the processing period of this request.

I understand that this is a voluntary program. I also understand the Main Street Downtown Incentive Committee/City has the right and discretion to approve or deny any project portions thereof.

I authorize the use of any pictures involving this project by the Main Street Downtown Incentive Committee/City

Stephen Insley
Signature of Applicant

8-21-15
Date

Matt Insley
Signature of Owner

8-21-15
Date

Return to:
Marshalltown CBD, Jenny Etter, Executive Director
16 E Main St Suite 280
Marshalltown, IA 50158
Phone: 641-844-2001 Fax: 641-844-2002

Work commenced prior to approval of the Facade Grant Application is not eligible.

North

Contract

Between

PAIC TUCKPOINTING LLC

Said Paic

08/19/15

Zahid Paic

08/19/15

Owner

Mo/Day/Yr

Manager

Mo/Day/Yr

And

CGA Properties, LLC (Matt Garber)

16 E. Main St

Address

Marshalltown IA 50158

City, State Zip

Work to be done on this project:

Repaint the North Wall with a single color

Price of project: \$ 1,950.00

After the project has been inspected and accepted by the Owner, an invoice will be mailed and payment shall be made within 10 days of the invoice date, unless other arrangements have been made.

Building Owner or Manager

Mo/Day/Yr

Phone No.

Fax No.

North

Contract

Between

PAJIC TUCKPOINTING LLC

Said Paic

08/19/15

Zahid Paic

08/19/15

Owner

Mo/Day/Yr

Manager

Mo/Day/Yr

And

CGA Properties, LLC (Matt Garber)

16 E. Main St

Address

Marshalltown IA 50158

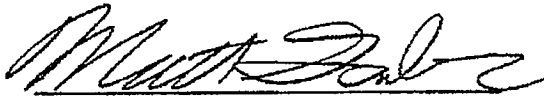
City, State Zip

Work to be done on this project:

City Center:(North Wall):Power wash, tuck pointing damaged mortar
joints. Replace 80 damaged brick's

Price of project: \$ 8,560.00

After the project has been inspected and accepted by the Owner, an invoice will be mailed and payment shall be made within 10 days of the invoice date, unless other arrangements have been made.


Building Owner or Manager

8-21-15
Mo/Day/Yr

641-751-0931

Phone No.

Fax No.

West

Contract

Between

PAJIC TUCKPOINTING LLC

Said Paic

08/19/15

Zahid Paic

08/19/15

Owner

Mo/Day/Yr

Manager

Mo/Day/Yr

And

CGA Properties, LLC (Matt Garber)

16 E. Main St

Address

Marshalltown IA 50158

City, State Zip

Work to be done on this project:

City Center (West Wall): Power wash, tuck pointing damaged mortar
joints, Patch damaged Brick "s and repaint West painted wall

Price of project: \$ 12,450.00

After the project has been inspected and accepted by the Owner, an invoice will be mailed and payment shall be made within 10 days of the invoice date, unless other arrangements have been made.



Building Owner or Manager

8-21-15

Mo/Day/Yr

641-751-0931

Phone No.

Fax No.

North



POWER WASHING

PRODUCTS

Clean potable water

EQUIPMENT

Power wash sprayer with 25 degree nozzle

EXECUTION

1. Pressure spray equipment shall not exceed 2.00 psi and a 25 degree nozzle for diffusion of the spray steam shall be used
2. Exterior brick masonry surfaces will be washed with pressurized water supply.
3. Power Washing is specified to remove surface dirt and foreign materials from brick masonry surfaces.

The intent of this specification is not to substantially change the appearance of the masonry, but to remove such surface staining as can be removed without use of chemicals or abrasives.

4. All necessary shields, barriers, glass protections or other precautions to properly execute this work without damage to the surrounding area will be supplies.



TUCKPOINTING DAMAGED MORTAR JOINTS

PRODUCTS

Type N masonry cement
Sand
Mortar color cement
Potable water

EQUIPMENTS

Pneumatic or electric grinder
Hammer and chisel
pneumatic hammer and point
Hand held masonry tools

EXECUTION

1. Carefully inspect for defective mortar joints. Defective joints are those with missing, badly deteriorated, or broken materials. Joints with fine hairline or shrinkage cracks, but which are otherwise sound, are not defective.
2. Remove mortar materials from defective joints areas to a depth of at least one-half inch, or as deep as necessary to expose sound, unweathered mortar.
3. Dampen joints prior to commencement of pointing to assure proper bond between new and existing mortar.
4. Mix new mortar at the job site to match as closely as possible the color and texture of existing mortar.



TUCKPOINTING DEMAGED MORTAR JOINTS

PRODUCTS

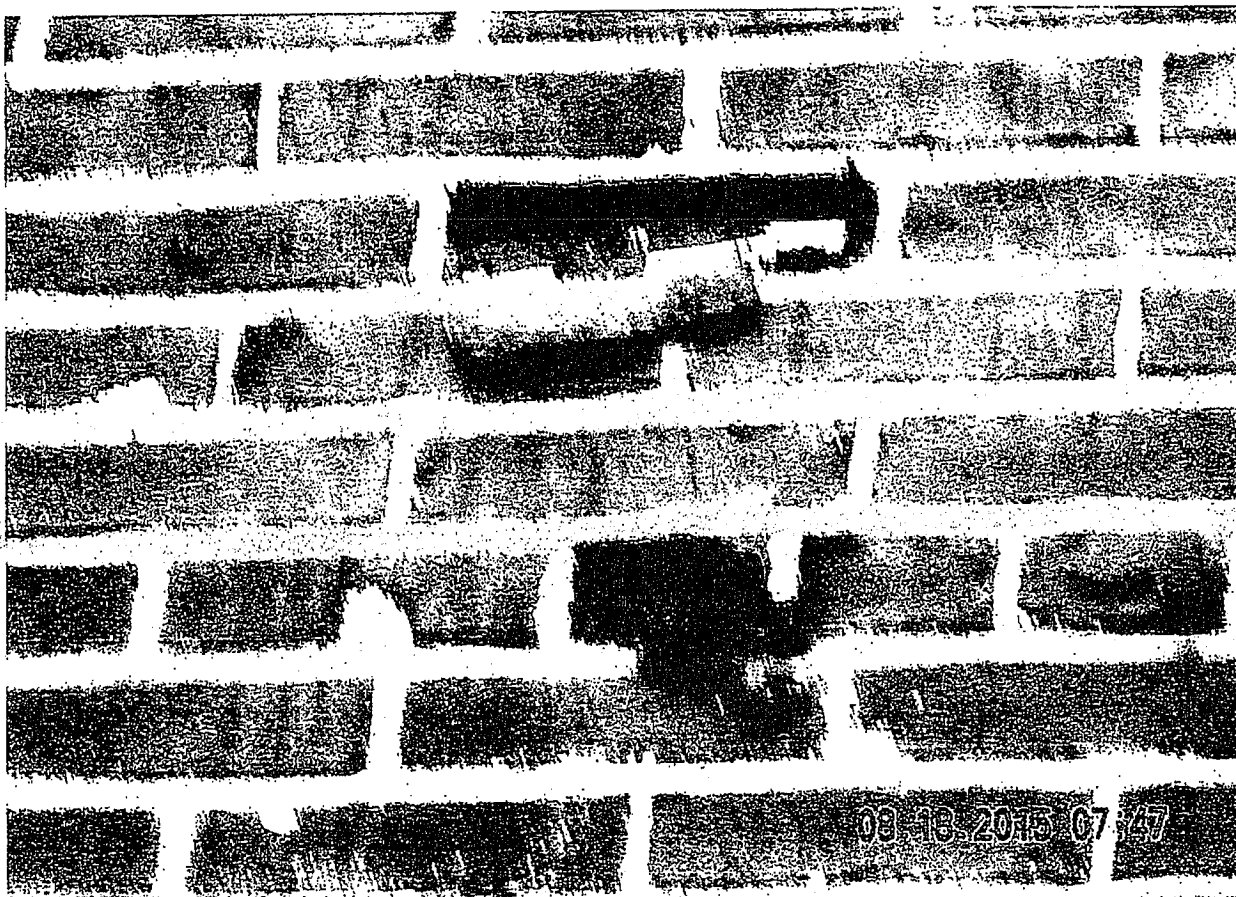
Type N masonry cement
Sand
Mortar color cement
Potable water

EQUIPMENTS

Pneumatic or electric grinder
Hammer and chisel
pneumatic hammer and point
Hand held masonry tools

EXECUTION

1. Carefully inspect for defective mortar joints. Defective joints are those with missing, badly deteriorated, or broken materials. Joints with fine hairline or shrinkage cracks, but which are otherwise sound, are not defective.
2. Remove mortar materials from defective joints areas to a depth of at least one-half inch, or as deep as necessary to expose sound, unweathered mortar.
3. Dampen joints prior to commencement of pointing to assure proper bond between new and existing mortar.
4. Mix new mortar at the job site to match as closely as possible the color and texture of existing mortar.



REPLACE DEFECTIVE BRICK UNIT PRODUCTS

Selected brick units to match as closely as possible to the existing brick masonry. Mortar to match original mortar in composition strength.

Mineral oxide colors, or other materials to match color and texture of the original mortar. Water, clean and free of deleterious amounts of acid, alkalies, and organic materials.

EQUIPMENT

Pneumatic or electric grinder

Hammer and chisel

Pneumatic hammer and point

EXECUTION

Remove defective brick units and mortar from the joints immediately adjacent to the spalled brick by air or pneumatic tools. Use hammer and chisel or small pneumatic hammer to remove pieces of the brick and remaining mortar. Mix mortar at the jobsite to match as closely as possible the color and texture of the existing mortar. Lay replacement brick units in fresh mortar. Tool joints and lay in bond-type matching the original masonry as closely as possible.



REPLACE DEFECTIVE BRICK UNIT PRODUCTS

Selected brick units to match as closely as possible to the existing brick masonry. Mortar to match original mortar in composition strength.

Mineral oxide colors, or other materials to match color and texture of the original mortar. Water, clean and free of deleterious amounts of acid, alkalis, and organic materials.

EQUIPMENT

Pneumatic or electric grinder

Hammer and chisel

Pneumatic hammer and point

EXECUTION

Remove defective brick units and mortar from the joints immediately adjacent to the spalled brick by air or pneumatic tools. Use hammer and chisel or small pneumatic hammer to remove pieces of the brick and remaining mortar. Mix mortar at the jobsite to match as closely as possible the color and texture of the existing mortar. Lay replacement brick units in fresh mortar. Tool joints and lay in bond-type matching the original masonry as closely as possible.

West



POWER WASHING

PRODUCTS

Clean potable water

EQUIPMENT

Power wash sprayer with 25 degree nozzle

EXECUTION

1. Pressure spray equipment shall not exceed 2.00 psi and a 25 degree nozzle for diffusion of the spray steam shall be used
2. Exterior brick masonry surfaces will be washed with pressurized water supply.
3. Power Washing is specified to remove surface dirt and foreign materials from brick masonry surfaces.
The intent of this specification is not to substantially change the appearance of the masonry, but to remove such surface staining as can be removed without use of chemicals or abrasives.
4. All necessary shields, barriers, glass protections or other precautions to properly execute this work without damage to the surrounding area will be supplies.



TUCKPOINTING DAMAGED MORTAR JOINTS

PRODUCTS

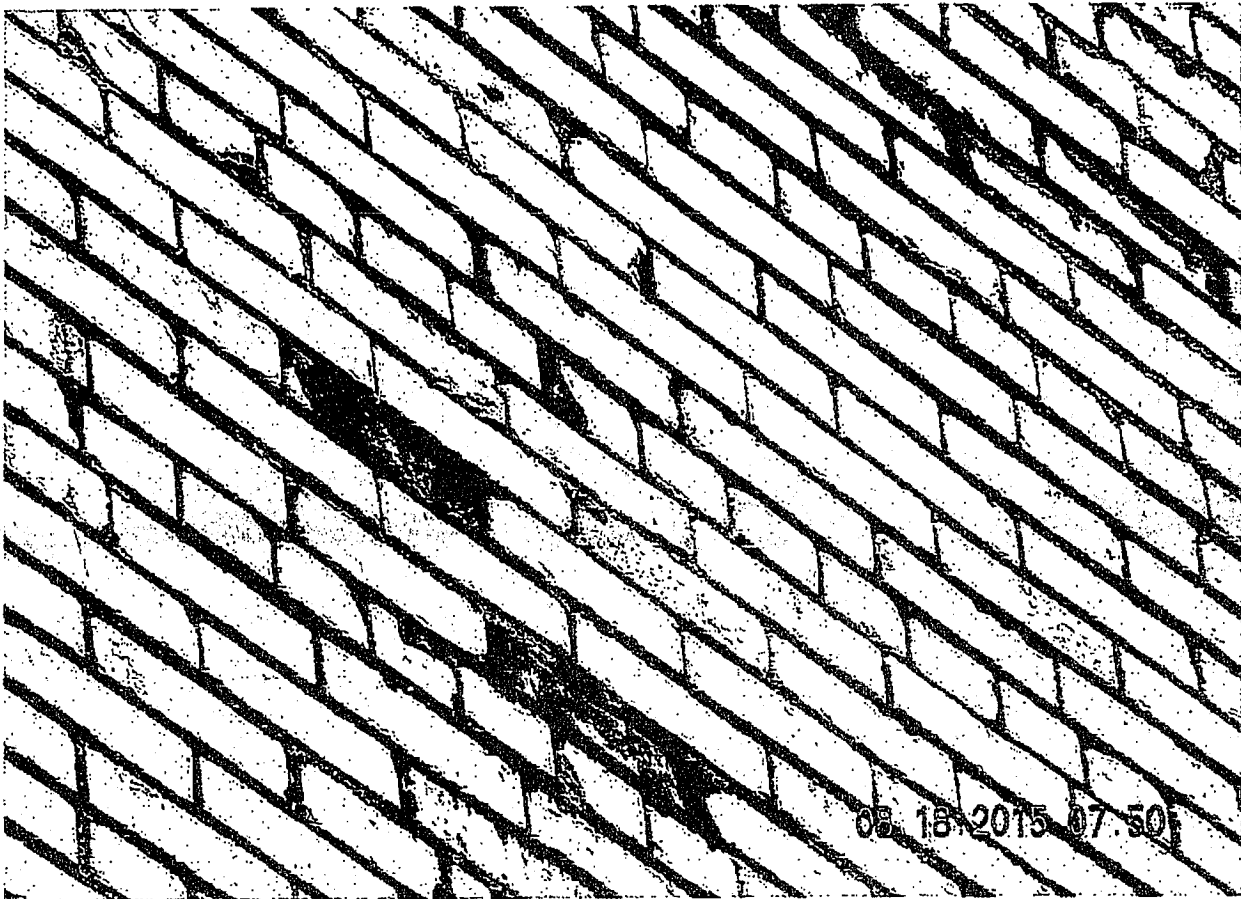
Type N masonry cement
Sand
Mortar color cement
Potable water

EQUIPMENTS

Pneumatic or electric grinder
Hammer and chisel
pneumatic hammer and point
Hand held masonry tools

EXECUTION

1. Carefully inspect for defective mortar joints. Defective joints are those with missing, badly deteriorated, or broken materials. Joints with fine hairline or shrinkage cracks, but which are otherwise sound, are not defective.
2. Remove mortar materials from defective joints areas to a depth of at least one-half inch, or as deep as necessary to expose sound, unweathered mortar.
3. Dampen joints prior to commencement of pointing to assure proper bond between new and existing mortar.
4. Mix new mortar at the job site to match as closely as possible the color and texture of existing mortar.



TUCKPOINTING DAMAGED MORTAR JOINTS

PRODUCTS

Type N masonry cement
Sand
Mortar color cement
Potable water

EQUIPMENTS

Pneumatic or electric grinder
Hammer and chisel
pneumatic hammer and point
Hand held masonry tools

EXECUTION

1. Carefully inspect for defective mortar joints. Defective joints are those with missing, badly deteriorated, or broken materials. Joints with fine hairline or shrinkage cracks, but which are otherwise sound, are not defective.
2. Remove mortar materials from defective joints areas to a depth of at least one-half inch, or as deep as necessary to expose sound, unweathered mortar.
3. Dampen joints prior to commencement of pointing to assure proper bond between new and existing mortar.
4. Mix new mortar at the job site to match as closely as possible the color and texture of existing mortar.

RESOLUTION APPROVING CONTRACT CHANGE ORDER #1
FOR THE 2015 CONCRETE REPAIR PROJECT NUMBER 76015006,
AN INCREASE OF \$1,647.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Day Construction Services, Inc., of Marshalltown, IA, for the labor and material for the 2015 Concrete Repair, Project number 76015006; and

WHEREAS an additional amount of \$1,647.00, is requested for repair of poor subgrade conditions found under pavement on S 5th Ave, changing the contract amount to \$150,667.00

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

Section1. That the contract Change Order #1 for the 2015 Concrete Repair, Project 76015006, in the increased amount of \$1647.00, is hereby accepted and approved.

Passed this 28th day of September 2015, and signed this _____ day of September 2015.

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: DAY CONSTRUCTION
1721 TAYLOR AVE.
MARSHALLTOWN IOWA 50158

PROJECT: 2015 Concrete Repair Project

SUBJECT: CHANGE ORDER # 1

PROJECT NUMBER 76015006

DATE: September 2nd, 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:

NON-CONTRACT ITEMS (EXTRA WORK ORDER):

8001) TriAx Geogrid (366.0 SY)

8002) ¾" Clean Rock Sub-base (366.0 SY)

B) REASON FOR ORDERING CHANGES OR EXTRA WORK:

NON-CONTRACT ITEMS (EXTRA WORK ORDER):

8001) Poor sub-grade conditions were found once existing pavement was removed, Triax Geogrid was used to stabilize the rock sub-base

8002) ¾" Clean Rock was used to provide adequate sub-base drainage.

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

CONTRACTOR: Day Construction Services LLC

CITY ENGR:

BY: RR

DATE:

DATE: 8/2/15

PROJECT ENGR:

DATE:



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

DEPARTMENT OF PUBLIC WORKS

September 8, 2015

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

From: Justin Nickel
Director of Public Works

Re: Prj # 76015006 Change Order #1 – Day Construction for the 2015 Concrete Repair Project in the City of Marshalltown.

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

Recommendation: Staff recommends approving Change Order #1 which increases the contract total by \$1,647.

Background: Change Order #1 includes (2) additional items required to repair poor subgrade conditions found under pavement on S 5th Ave.

Budget Impact: This project has sufficient Road Use funds

Attachment: Change Order #1

cc: Randy Wetmore, City Administrator

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



RESOLUTION APPROVING CONTRACT CHANGE ORDER #4 FOR
THE 2012 NE SANITARY SEWER REHABILITATION PROJECT
BEING PROJECT NUMBER 59011015
AN INCREASE OF \$9,527.04

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Municipal Pipe Tool Co., for the labor and material for the 2012 NE Sanitary Sewer Rehabilitation, Project Number 59011015; and

WHEREAS an increase for an adjustment to quantities is necessary to the original project quantities.

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

Section1. That the contract Change Order #4 for the 2012 NE Sanitary Sewer Rehabilitation, Project Number 59011015, in the increased amount of \$9,527.04, is hereby accepted and approved.

Passed this 28th day of September 2015 and signed this ____ day of _____ 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Municipal Pipe Tool Company LLC
Quotation
515 5th Street
Hudson, IA 50643
Ph 319-988-4205 Fax 319-988-3506

Quotation

Quote Number:
3089

Quote Date:
Jan 16, 2015

Quoted to:

Page:
1

City of Marshalltown
Attn: Accounts Payable
24 North Center St.
Marshalltown, IA 50158-4911

Fax: 641-754-5717

Customer ID	Good Thru	Payment Terms	Sales Rep
MARSHA	2/15/15	Net 30 Days	

Quantity	Description	Unit Price	Extension
1.00	Transition from 24" to 38" to 24" for Alliant add on	9,527.04	9,527.04
We will need an extension of time to April 30, 2015 to do when we are close to the area and after winter is done. As this is a water install.			
RR Insurance, permits, flaggers are not included.			

If our equipment become lodged during attempts to perform duties specified by customer, all costs for removal and replacement of equipment will be the customers.

Quantities shown are estimated and not guaranteed; they are solely for establishing the initial unit price for the services listed above. Final charges will be based on actual quantities.

Subtotal 9,527.04
Sales Tax
Total 9,527.04

ACCEPTED BY: Signature _____ Title _____ Date _____

Scheduling Contact Person: _____ Phone #: _____ Cell Phone: _____

TV Reports -Circle One: VHS / DVD



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

DEPARTMENT OF PUBLIC WORKS

September 8, 2015

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

From: Justin Nickel
Director of Public Works

Re: CO #4 and #5, Certificate of Substantial Completion, and Engineer's Statement of Completion – 2012 NE Sanitary Sewer Rehabilitation Project (59011015)

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

Recommendation: Staff recommends approving the change orders, the Certificate of Substantial Completion, and the Engineer's Statement of Completion.

Background: Change Order #4 increases the contract price by \$9,527.04 for irregular pipe transition from 24 inch to 38 inch. Change Order #5 rectifies the final quantities used decreases the contract price by \$18,743.46. The final contract price is \$1,236,927.52.

Budget Impact: Alliant Energy will reimburse the City for the work associated with Change Order #3 and #4 for an amount equal to \$264,489.38. The work in the original project scope is under budget.

Attachment: CO #4 and #5, Certificate of Substantial Completion, and Engineer's Statement of Completion

cc: Randy Wetmore, City Administrator

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



RESOLUTION APPROVING CONTRACT CHANGE ORDER #5 FOR
THE 2012 NE SANITARY SEWER REHABILITATION PROJECT
BEING PROJECT NUMBER 59011015
A DECREASE OF \$18,743.46

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Municipal Pipe Tool Co., for the labor and material for the 2012 NE Sanitary Sewer Rehabilitation, Project Number 59011015; and

WHEREAS an adjustment to final quantities is necessary to the original project quantities.

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

Section1. That the contract Change Order #5 for the 2012 NE Sanitary Sewer Rehabilitation, Project Number 59011015, in the decreased amount of \$18,743.46, is hereby accepted and approved.

Passed this 28th day of September 2015 and signed this ____ day of _____ 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Change Order No. 5

Project: 2012 NE Sanitary Sewer Rehabilitation Project - Marshalltown, Iowa	Date of Contract: May 13, 2013
Owner: City of Marshalltown	Owner's Contract No.: 59011015
Engineer: FOX Engineering	Engineer's Project No.: 2407-12C.600
Contractor: Municipal Pipe and Tool Co.	Date of Issuance: September 8, 2015

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

DESCRIPTIONS: Adjustment to Final Quantities for Projects 59011015 and 66013014

ITEM NO.	DESCRIPTION	UNIT	ADD/DEDUCT QTY	UNIT PRICE	TOTAL PRICE
	Owner's Contract No. 59011015	LS	1	(\$20,799.58)	(\$20,799.58)
	Owner's Contract No. 66013014	LS	1	\$2,056.12	\$2,056.12
	Change from Additions				(\$18,743.46)

Attachments: Adjustment to Final Quantities

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$989,574.05

☒ Increase ☐ Decrease from previously approved Change Orders: N/A

\$259,157.89

Contract Price prior to this Change Order:

\$1,255,670.99

☒ Increase ☐ Decrease of this Change Order:

-\$18,743.46

Contract Price Incorporating this Change Order:

\$1,236,927.52

CHANGE IN CONTRACT TIMES:

Original Contract ☐ Working ☒ Calendar

Substantial completion: July 30, 2014

Ready for final payment: August 30, 2014

☒ Increase ☐ Decrease from previously approved Change Orders:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion: April 15, 2015

Ready for final payment: May 15, 2015

☒ Increase ☐ Decrease of this Change Order:

Substantial completion: April 16, 2015

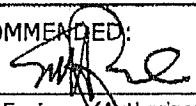
Ready for final payment: September 15, 2015

Contract Times with all approved Change Orders:

Substantial completion: April 16, 2015

Ready for final payment: September 15, 2015

RECOMMENDED:

By: 
Engineer (Authorized Signature)

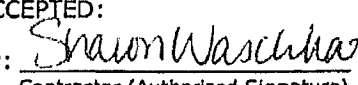
Date: Sept. 8, 2015

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: 
Contractor (Authorized Signature)

Date: 9/8/15

Change Order No. 5 - Adjustment to Final Quantities

For (contract): Marshalltown 2012 NE Sanitary Sewer Rehab
Contractor: Municipal Pipe Tool Co. LLC

Owner's Proj. No.: 59011015
Engineer's Proj. No.: 2014-11A

A		B		C	D	E	F		G
Item							Total Completed	% (F / B)	Change Order Number 5 Adj. to Final
Bid Item No.	Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Change in Quantities		
1	Mobilization	1	\$10,817.00	\$10,817.00	1	\$10,817.00	-	100.0%	\$0.00
2	Cementitious Mortar Liner of Manhole, 48" dia	1324.82	\$82.95	\$109,893.82	993	\$82,369.35	(331.82)	75.0%	-\$27,524.47
3	Cementitious Mortar Liner of Manhole, 60" dia	77.38	\$94.50	\$7,312.41	40.7	\$3,846.15	(36.68)	52.6%	-\$3,466.26
4	Cementitious Mortar Liner of Manhole, 72" dia	20	\$94.50	\$1,890.00	19.25	\$1,819.13	(0.75)	96.3%	-\$70.88
5	New Chimney Seal, Internal Seal	179	\$294.00	\$52,626.00	151	\$44,394.00	(28.00)	84.4%	-\$8,232.00
6	CIPP Lining 6"	1036	\$23.50	\$24,346.00	111.9	\$2,629.65	(924.10)	10.8%	-\$21,716.35
7	CIPP Lining 8"	26489	\$19.75	\$523,157.75	26897.9	\$531,233.53	408.90	101.5%	\$8,075.78
8	CIPP Lining 10"	403	\$21.75	\$8,765.25	400.8	\$8,717.40	(2.20)	99.5%	-\$47.85
9	CIPP Lining 12"	4277	\$26.00	\$111,202.00	4004.9	\$104,127.40	(272.10)	93.6%	-\$7,074.60
10	CIPP Lining 15"	242	\$60.00	\$14,520.00	873.9	\$52,434.00	631.90	361.1%	\$37,914.00
11	CIPP Lining 18"	306	\$60.00	\$18,360.00	302.9	\$18,174.00	(3.10)	99.0%	-\$186.00
12	Service Reconnection	701	\$50.00	\$35,050.00	702	\$35,100.00	1.00	100.1%	\$50.00
13	Protruding Tap Cut	43	\$150.00	\$6,450.00	67	\$10,050.00	24.00	155.8%	\$3,600.00
14	Concrete Boxout Around Frame	24	\$834.75	\$20,034.00	23	\$19,199.25	(1.00)	95.8%	-\$834.75
15	Concrete Boxout Around Frame, and New Frame	23	\$960.75	\$22,097.25	24	\$23,058.00	1.00	104.3%	\$960.75
16	Traffic Control	1	\$6,600.00	\$6,600.00	1	\$6,600.00	-	100.0%	\$0.00
17	Remove & Replace 8" PCC Boxout	15	\$132.25	\$1,983.75	31.42	\$4,155.30	16.42	209.5%	\$2,171.55
18	Beyond 84" Dia. Hole or 25 S.F. Hole	10	\$63.25	\$632.50	26	\$1,644.50	16.00	260.0%	\$1,012.00
19	Add Precast Grade Ring	10,000	\$1.75	\$17,500.00	6354	\$11,119.50	(3,646.00)	63.5%	-\$6,380.50
20	Heavy Cleaning								
	Cutting tap in segment K06-011/K06-010 - per hour		\$475.00		2	\$950.00	2.00		\$950.00
	Sub Totals			\$993,237.73		\$972,438.15			-\$20,799.58
Related to Change order #4 for Alliant Energy AKA A1									
2	Manhole Liner - 48" MH - Addition	106.7	\$82.95	\$8,850.77	121.25	\$10,057.69	14.55	113.6%	\$1,206.92
9	Chimney Seals - Additions	11	\$294.00	\$3,234.00	11	\$3,234.00	-	100.0%	\$0.00
12	CIPP lining, 12" OD - Addition	1563	\$26.00	\$40,638.00	1579.4	\$41,064.40	16.40	101.0%	\$426.40
13	Service Reconnection - Addition	5	\$50.00	\$250.00	4	\$200.00	(1.00)	80.0%	-\$50.00
14	Protruding Tap - Additions	1	\$150.00	\$150.00	0	\$0.00	(1.00)		-\$150.00
15	Concrete Boxout - Addition	1	\$834.75	\$834.75		\$0.00	(1.00)		-\$834.75
CO-A1	Concrete Boxout and New Frame -Add	2	\$960.75	\$1,921.50	3	\$2,882.25	1.00	150.0%	\$960.75
CO-A1	CIPP lining, 24" OD, 9MM - Addition	2141.6	\$92.00	\$197,027.20	2147	\$197,524.00	5.40		\$496.80
	Transition Liner-38"OD	1	\$9,527.04	\$9,527.04	1	\$9,527.04	-	100.0%	\$0.00
	Sub Totals			\$262,433.26		\$264,489.38			\$2,056.12
	Grand Total			\$1,255,670.98		\$1,236,927.52		98.5%	-\$18,743.46

RESOLUTION APPROVING CERTIFICATE OF COMPLETION
AND FINAL PROJECT COSTS MUNICIPAL PIPE AND TOOL CO.
IN THE AMOUNT OF \$1,236,927.52 FOR CONSTRUCTION OF THE
2012 NE SANITARY SEWER REHABILITATION PROJECT IN THE CITY OF
MARSHALLTOWN, IOWA,
BEING PROJECT NO. 59011015

WHEREAS, the City of Marshalltown, Iowa has heretofore entered into a contract for labor and material for the 2012 NE Sanitary Sewer Rehabilitation Project.

WHEREAS, said project has been completed by Municipal Pipe and Tool Co., of Hudson, 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 2012 NE Sanitary Sewer Rehabilitation Project, being project number 59011015, is hereby accepted pursuant to the Engineer's Statement of Completion for the final project cost of \$1,236,927.52.

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 Municipal Pipe and Tool Co., including the payment of the items called for in said contract and approved for final payment.

Passed this 28th day of September 2015 and signed this ____ day of _____ 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Engineer's Statement of Completion

Project: 2012 NE Sanitary Sewer Rehabilitation Project	Date of Contract: May 13, 2013
Owner: City of Marshalltown, Iowa	Owner's Contract No.: 59011015 and 66013014
Engineer: FOX Engineering	Engineer's Project No.: 2407-12C
Contractor: Municipal Pipe and Tool Co.	

I hereby state that the construction of **2012 NE Sanitary Sewer Rehabilitation Project** by a Contract dated May 13, 2013 has been satisfactorily completed in general compliance with the terms, conditions, and stipulations of said Contract.

The work was completed on September 8, 2015. The Contract completion date is September 15, 2015.

I further state that the total amount due to the Contractor for the fulfillment of said Contract is **\$1,236,927.52**.

The derivation of this total amount is tabulated on the Pay Request No. 9 - Final.

The Contractor has asked for early release of retained funds in accordance with the laws of the State of Iowa as shown on the attached letter dated July 30, 2015. The total amount due to the Contractor should be paid after the acceptance of the construction by resolution of the City Council. The total amount due is **\$71,148.46** as shown on the final pay request; Pay Request No. 9.

Signed:

FOX Engineering Associates

By: _____

Scott Renaud, P.E.

Iowa Registration No.: 12109

Date: Sept. 8, 2015

FOX PN: 2407-12c and 2407-13a

Accepted by:

Owner: _____

Resolution: _____

Date: _____

Signed: _____

Title: _____

Attest: _____

Distribution:

Engineer
Contractor
Owner
IDNR

MUNICIPAL PIPE TOOL CO. LLC.

515 FIFTH STREET – PO BOX 398 – HUDSON, IA 50643 www.munipipe.com
Phone: 319-988-4205 Toll Free: 1-800-798-4205 Fax: 319-988-3506

July 30, 2015

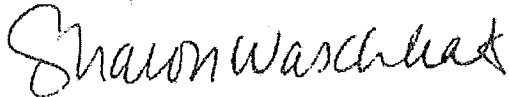
City of Marshalltown
24 N Center St
Marshalltown, IA 50158

Re: Request for Early Release of Retained Funds
2012 NE Sanitary Sewer Rehabilitation
City of Marshalltown, IA

More than ten calendar days prior to this request, Municipal Pipe Tool Co., LLC (MPT) gave notice per Iowa Code 26.13 paragraphs f and g to all known subcontractors, sub-subcontractors, and suppliers.

MPT is requesting an early release of funds on a public improvement project or a highway, bridge, or culvert project designated as Wastewater Collection System Rehab Phase. This request is made pursuant to Iowa Code section 26.13. This project is substantially completed and we request the release of all retained funds owed.

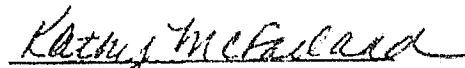
Sincerely,

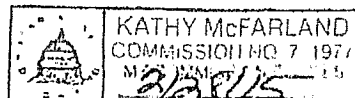


Sharon Waschkat
Chief Operations Officer

State of Iowa
County of Black Hawk

This instrument was acknowledged before me on July 30, 2015 by Sharon Waschkat.


Notary Public



Certificate of Substantial Completion

Project: 2012 NE Sanitary Sewer Rehabilitation Project	Date of Contract: May 13, 2013
Owner: City of Marshalltown, Iowa	Owner's Contract No.: 59011015 and 66013014
Engineer: FOX Engineering	Engineer's Project No.: 2407-12C
Contractor: Municipal Pipe and Tool Co.	

This Certificate of Substantial Completion applies to:

☒ All Work under the Contract Documents: ☐ The following specified portions:

Date of Substantial Completion:

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities ☒ Not Amended

Owner's Amended Responsibilities:

Not amended.

Contractor's Amended Responsibilities:

Not amended.

The following documents are attached to and made part of this Certificate:

All work complete. No punchlist.

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer

Shaun Wascum

Accepted by Contractor

Date

Sept. 8, 2015
9/8/15

Date

Accepted by Owner

Date

RESOLUTION TO AUTHORIZE FEDERAL BRIDGE CONSTRUCTION FUND
APPLICATION FOR NORTH CENTER STREET BRIDGE REPLACEMENT
PROJECT NUMBER 76016001 FOR THE
CITY OF MARSHALLTOWN, IOWA
IN THE AMOUNT OF \$1,725,000.00

WHEREAS, there is herewith submitted to this Council an application for Federal Bridge Construction Fund Assistance for North Center Street Bridge Replacement , being Project No. 76016001 and

WHEREAS, the Council has examined same and consents to the filing of same.

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

Section 1. That the Mayor is hereby authorized and directed to execute the application for Federal Bridge Construction Fund for the North Center Street Bridge Replacement Project and to submit same for and on behalf of the City of Marshalltown, Iowa.

Passed this 28th day of September and signed this _____ day of _____ 2015.

James L. Lowrance, Mayor

ATTEST:

SHARI L. COUGHENOUR, City Clerk



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

DEPARTMENT OF PUBLIC WORKS

September 9, 2015

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

From: Justin Nickel
Director of Public Works

Re: Application for Federal and State Bridge Funds – North Center Street Bridge over the Iowa River

Policy Issue: Application for funding requires governing body approval

Recommendation: Staff recommends approving an application for federal and state bridge funding be submitted to the Iowa DOT. Applications are due by October 1, 2015.

Background: The County Engineer approached City staff about an opportunity to apply for federal and state bridge replacement funds. The City and County will partner to fund the reconstruction of the North Center Street Bridge. The County will handle administration of design and construction. The bridge is in need of replacement and is expected to rank well on the state priority list due to the bridge's low sufficiency rating, average daily traffic, length of detour and its low weight carrying capacity. The bridge is scheduled for replacement in the County CIP for FY17. If federal funding is received, the County will not request any further financial contribution from the City.

Budget Impact: None

Attachment: City Bridge Priority Point Rating Worksheet

cc: Randy Wetmore, City Administrator

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





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

Date: September 15, 2015

John Dostart, P.E.
Urban Engineer
Office of Local Systems
Iowa Department of Transportation
800 Lincoln Way
Ames, IA 50010

**RE: CITY OF MARSHALLTOWN BRIDGE
G13 NORTH CENTER STREET MAIN RIVER BRIDGE
OVER IOWA RIVER
MARSHALLTOWN, IOWA
FHWA NO. 243465**

Dear Mr. Dostart:

We are requesting that the G13 North Center Street Main River Bridge (FHWA# 243465) in the City of Marshalltown, Iowa be added to the priority listing of candidates for Iowa cities' share of bridge replacement funding. At this early stage we estimate the total project cost to be about \$1,725,000.

We hope to receive a funding offer from you in the near future.

Sincerely,

James Lowrance
Mayor
City of Marshalltown

Cc: Paul C. Geilenfeldt, P.E., Marshall County Engineer

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



City Street Financial Report

City Name	City Number
MARSHALLTOWN	4797

Fiscal Year
2015

Cover Sheet

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

on _____ (month/day/year) did hereby approve and adopt the annual

City Street Financial Report from July 1, 2014 to June 30, 2015
(year)

Contact Information

Name	E-mail Address	Street Address	City	ZIP Code
Brian DeMoss	bdeboss@ci.marshalltown.ia.us	24 N Center St	Marshalltown	50158-4911
Hours	Phone	Extension	Alternate Phone	
8am - 5pm	(641) 754-5760		(641) 754-5702	

Preparer Information

Name	E-mail Address	Phone	Extension
Brian DeMoss	bdeboss@ci.marshalltown.ia.us	(641) 754-5760	

Mayor Information

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

Resolution Number _____

Signature Mayor

Signature City Clerk

City Street Financial Report

City Name	City Number
MARSHALLTOWN	4797

Fiscal Year
2015

Summary Statement Sheet

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

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

Round Figures to Nearest Dollar

Round Figures to Nearest Dollar

A. BEGINNING BALANCE				
1. July 1 Balance	2,188,825	87,569	0	2,276,394
2. Adjustments (Note on Explanation Sheet)				
3. Adjusted Balance	2,188,825	87,569	0	2,276,394
B. REVENUES				
1. Road Use Tax	2,864,926			2,864,926
2. Transfer of Jurisdictions Fund				
3. Property Taxes		490,644	1,483,415	1,974,059
4. Special Assessments		14,730		14,730
5. Miscellaneous		2,157,794	656,924	2,814,718
6. Proceeds from Bonds, Notes, and Loans		2,000,000		2,000,000
7. Interest Earned		9,165		9,165
8. Total Revenues (Lines B1 thru B7)	2,864,926	4,672,333	2,140,339	9,677,598
C. Total Funds Available (Line A3 + Line B8)	5,053,751	4,759,902	2,140,339	11,953,992

EXPENSES				
D. Maintenance				
1. Roadway Maintenance	836,179	905,890		1,742,069
2. Snow and Ice Removal	200,508	17,735		218,243
E. Construction, Reconstruction and Improvements				
1. Engineering	188,125	390,884		579,009
2. Right of Way Purchased		1,500		1,500
3. Street/Bridge Construction	961,262	1,198,184		2,159,446
4. Traffic Services	333,733	63,215		396,948
F. Administration	146,983	30,687		177,670
G. Equipment (Purchased or Leased)	26,863			26,863
H. Miscellaneous				
J. Street Debt				
1. Bonds, Notes, and Loans - Principal Paid			1,817,415	1,817,415
2. Bonds, Notes and Loans - Interest Paid			322,924	322,924

TOTALS				
K. Total Expenses (Lines D thru J)	2,693,653	2,608,095	2,140,339	7,442,087
L. Ending Balance (Line C-K)	2,360,098	2,151,807	0	4,511,905
M. Total Funds Accounted For (K + L = G)	5,053,751	4,759,902	2,140,339	11,953,992

City Street Financial Report

City Name	City Number
MARSHALLTOWN	4797

Fiscal Year
2015

Miscellaneous Revenues and Expenses Sheet

Code Number and Itemization of Miscellaneous Revenues (Line B5 on the Summary Statement Sheet) (See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
112 Utility Revenue	744,695	
124 Iowa DOT	58,760	
174 Sales Tax / Local Option	6,986	
140 Federal Government (misc.)	153,278	
191 Licenses and Permits	2,429	
193 Fines & Fees	420	
170 Reimbursements (misc.)	1,124,818	
120 State Government (misc.)	11,443	
195 Tax Increment Financing (TIF)		656,924
190 Other Miscellaneous	54,965	
Line B5 Totals	2,157,794	656,924

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

City Street Financial Report

City Name	City Number
MARSHALLTOWN	4797

Fiscal Year
2015

Bonds, Notes and Loans Sheet

New Bond ?	Debt Type	Debt Purpose	DOT Use Only	Issue Date	Issue Amount	% Related to Street	Year Due	Principal Balance as of 7/1 or after	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance as of 6/30
☐	General Obligation	Street Improvements	101	05/28/2009	2,881,550	100%	2018	1,078,522	267,572	29,071	267,572	29,071	810,950
☐	General Obligation	Street Improvements	103	04/01/2008	4,135,400	100%	2017	1,564,000	529,000	54,740	529,000	54,740	1,035,000
☐	General Obligation	Street Improvements	105	04/01/2011	1,524,000	100%	2026	625,000	310,000	9,852	310,000	9,852	315,000
☐	General Obligation	Street Improvements	106	10/26/2011	2,380,000	100%	2027	2,110,000	140,000	42,718	140,000	42,718	1,970,000
☐	General Obligation	Street Improvements	107	04/12/2012	5,000,000	100%	2027	4,800,000	150,000	85,188	150,000	85,188	1,650,000
☐	General Obligation	Street Improvements	108	03/12/2013	5,000,000	100%	2022	4,928,568	100,000	77,850	100,000	77,850	1,828,568
☐	General Obligation	Bridge or Building	601	04/01/2006	1,502,381	100%	2015	195,000	195,000	6,454	195,000	6,454	0
☒	General Obligation	Street Improvements		12/30/2014	2,000,000	100%	2023	2,000,000	125,843	17,051	125,843	17,051	1,874,157
				New Bond Totals	2,000,000	2,000,000	Totals	17,301,090	1,817,415	322,924	1,817,415	322,924	15,483,675

City Street Financial Report

City Name	City Number
MARSHALLTOWN	4797

Fiscal Year
2015

Project Final Costs Sheet

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

Check here if there are no entries for this year ☐

Section A

Line No.	1. Project Number	2. Estimated Cost	3. Project Type	4. Public Letting?	5. Location/Project Description (limits, length, size of structure)
1	76014004	593,080	Surfaces	Yes	2014 Mill & Overlay Project
2	76014005	281,646	Surfaces	Yes	2014 Concrete Repair
3	76014006	287,990	Surfaces	Yes	2014 TIF Concrete Repair
4	76012003	2,043,075	Surfaces	Yes	2012 Mill & Overlay
5	76014009	32,940	Miscellaneous	Yes	Sidewalk Repair

Section B

Line No.	1. Project Number	6. Contractor Name	Contract Work		8. Additions/Deductions	City Labor				13. Total
			7. Contract Price			9. Labor	10. Equipment	11. Materials	12. Overhead	
1	76014004	OMG Midwest Inc.	539,372		29,149	6,723				575,244
2	76014005	Day Construction Services LLC	258,670		22,193	12,513				293,376
3	76014006	Construct Inc.	293,580		-20,262	4,490				277,808
4	76012003	OMG Midwest Inc.	2,026,862		-24,310	23,125				2,025,677
5	76014009	Day Construction Services LLC	32,105		9,064	511				41,680



Form 517007 (5-2014)
Office of Local Systems
Ames, IA 50010

City Street Financial Report

City Name	City Number
MARSHALLTOWN	4797

Fiscal Year
2015

Road/Street Equipment Inventory Sheet

Check here if there are no reportable equipment ☐

1 Local Class I.D. #	2 Model Year	3 Description	4 Purchase Cost	5 Lease Cost	6 Rental Cost	7 Used on Project this FY?	8 Status
6889	2010	Vactor 2100 plus (storm sewer portion)	123,006			No	No Change
6894	2011	Ford 3/4 ton pickup #15049	21,635			No	No Change
6904	2009	Int'l Dump Truck & Snow Plow	100,912			No	No Change
6888	1990	Used Scissor Lift (Utility)	9,750			No	No Change
6897	1990	MOHAWK LIFT	9,950			No	No Change
6833	1999	Hyster Forklift #1587W	16,000			No	No Change
6858	2006	Chevy Colorado #9404 (Utility)	13,819			No	No Change
6859	2005	Graco Line Lazer & Driver #BA2768	9,397			No	No Change
6856	2005	Crafco 125 Super Shot - crack sealer #418327	20,900			No	No Change
6854	2005	Woods 15' Batwing Mower #1011192	11,825			No	No Change
6853	2005	Land Pride 37 Series Disc Mower #441337	5,372			No	No Change
6482	2005	Dump Truck & Snow Plow #306718	79,683			No	No Change
5422	2005	Johnston Str Sweeper #172002	115,929			No	No Change
5430	1989	ford C8000 cab & Chassisw/Pitman Polecat (U	19,299			No	No Change
6804	2005	Ford Ranger XLT (Utility)	14,870			No	No Change
6812	2005	John Deere Front End Loader #595830	94,120			No	No Change
6802	2005	Intral Dump Truck #151371	72,259			No	No Change
6803	2004	GMC Dump Truck w/ snow plow #520664	72,414			No	No Change
6816	2004	Chev Silverado-white w/ snow plow #363651	23,622			No	No Change
6684	1977	Koering Bantam #206705	80,000			No	No Change
6554	1982	Seaman Pulverisor #1088004	66,969			No	No Change
6551	1977	Gallion Steel Roller #812162	18,000			No	No Change
6549	1973	Catepillar Motor Grader #89J2186	15,000			No	No Change

City Street Financial Report

City Name	City Number
MARSHALLTOWN	4797

Fiscal Year
2015

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used on Project this FY?	8. Project Status
6544	1969	IHC Crawler Tractor #26263	18,000					No	No Change
6195	1985	Case Tractor #11490096	10,657					No	No Change
5952	1111	IHC End Loader #32286	59,000					No	No Change
5951	1988	Turner 48" Flat Mover #22308	21,900					No	No Change
5776	1989	Leeboy Asphalt Paver #L1000 T-959	34,052					No	No Change
5777	1111	6 Tailgate Spreaders/Vibrators	12,078					No	No Change
5746	1111	Humpback Trailer Pump #13955	7,884					No	No Change
5728	1995	Trailer Mounted Hot Box	14,875					No	No Change
5429	2000	Chev Dump Truck w/ snow equip #25692	73,177					No	No Change
5412	1959	Load King Trailer #8154	20,000					No	No Change
5410	1986	Chev Dump Truck #100222	20,720					No	No Change
5260	1986	Wisconsin Tagalong Trailer	14,923					No	No Change
5204	1987	Dresser 515B Endloader	81,133					No	No Change
5126	1995	Chevy S-10 Pickup #53627	11,092					No	No Change
6212	1987	Chev Basket Truck #110497	69,842					No	No Change
4991	2011	O'Halloran Dump truck & plow #33339	30,646					No	No Change
4989	1994	Gaillion Motor Grader #200888	94,975					No	No Change
4988	1991	Ford 3/4 Ton 4x4 Pickup #B00649	13,743					No	No Change
4510	1997	Chev Truck w/Plow #106206	62,285					No	No Change
4489	1998	Road LaserPaint Line Striper BA207	35,660					No	No Change
4358	1984	Ford 2 1/2 Ton Dump Truck #07011	7,000					No	No Change
3234	1998	Chev Truck w/Plow #109893	92,586					No	No Change
4235	1999	Chev Dump Truck #100422	75,959					No	No Change
3889	1990	Compost Read Screen All (Sifter) #1134	49,000					No	No Change
3360	1999	Chev Dump Truck #105864	73,008					No	No Change
3770	1999	Chev Dump Truck #105957	75,213					No	No Change

City Street Financial Report

City Name	City Number
MARSHALLTOWN	4797

Fiscal Year
2015

1. Local Class ID #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	6. Rental Cost	7. Used on Project this FY?	8. Project Status
6666	1990	JF Disc Mower #1902	5,600			No	No Change
3351	2004	NewHolland Skid loader/trencher	45,980			No	No Change
2774	2000	Chev 1 Ton Pickup #452706	29,566			No	No Change
3354	2000	Gallion Motor Grader #404671	105,591			No	No Change
3345	1990	CAT 9386 Wheel Endloader #05926	120,160			No	No Change
3344	2000	Chev 4x4 Pickup #179194	20,630			No	No Change
3334	2000	Chevy 1/2 Ton Pickup #07041	16,194			No	No Change
5430	2000	Chev Dump Truck #525874	73,177			No	No Change
3324	1999	Ford 1 Ton F350 Truck #63282	18,941			No	No Change
3319	2001	Johnston Street Sweeper #172051	110,969			No	No Change
3316	2002	Chev Dump Truck #500826	77,608			No	No Change
3305	2002	Chev Dump Truck #501009	77,608			No	No Change
3298	2003	Chev 1/2 Ton Pickup #287190	19,835			No	No Change
3278	2003	International Dump Truck #069944	71,823			No	No Change
3277	1994	Ford LTA 9000 Heavy Truck #37705	15,000			No	No Change
3274	2007	Dura Patcher #14108	54,500			No	No Change
3267	2008	Medium duty truck & snow equip MDL L7500	80,664			No	No Change
3259	2008	Kubota Utility Tractor #52600	24,950			No	No Change
3257	2008	GPS System Trimble R8 (design survey equip)	24,878			No	No Change
3253	2010	DuraPatch 6000 gallon oil tank	47,585			No	No Change
6225	2012	Falcon 4 ton hot patcher	34,622			No	No Change
6255	2011	Elgin Pelican Sweeper	163,594			No	No Change
6264	2011	Snogo MP-3D snow blower	139,938			No	No Change
6265	2013	International 7300 SFA 4x2 dump truck	114,616			No	No Change
6256	2012	Ford Expedition 4 x 4	32,316			No	No Change
6263	2000	Chevy dump truck & snow equip #25692	73,177			No	No Change

City Street Financial Report

City Name	City Number
MARSHALLTOWN	4797

Fiscal Year
2015

1 Local Class ID #	2 Model Year	3 Description	4 Purchase Cost	5 Lease Cost	6 Rental Cost	7 Used on Project this FY?	8 Project Status
6417	2000	Ford F450 Aerial Ladder truck (utility)	43,335			No	No Change
6419	2006	Fork lift (street)	15,600			No	No Change
6421	2012	JD Excavator-Model 200CLC s/nFF200CX507	99,500			No	No Change
6422	2012	Eager Beaver Lowboy Trailer sn/ 112SLZ433	41,500			No	No Change
6423	2013	Xerox Printer X7545 XKP545157 (street)	10,812			No	No Change
6424	2012	Contex scanner and color printer (Engineering)	16,354			No	No Change
6515	2012	Concrete Breaker (Engineering)	7,531			No	No Change
6514	2012	Garden Tractor (Street)	12,000			No	No Change
6509	2014	Intl 7300 4x2 Dump Truck (Street)	129,071			No	No Change
6508	2014	Ford Explorer 4x4 (Engineering)	21,771			No	No Change
6614	1111	Hydraulic breaker (Sewer)	7,890			No	No Change
6724	2015	Ford F250 SD (Sewer)	6,894			No	No Change
6757	2014	Landpride RC 5020 Mower (Sewer/Dike)	6,889			No	No Change
6941	2014	Bobcat Toolcat	30,998			No	New
6949	2015	Speed Trailer	16,864			No	New

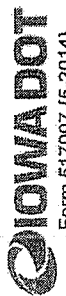
City Street Financial Report

City Name	City Number
MARSHALLTOWN	4797

Fiscal Year
2015

Explanation Sheet

Comments



Form 517007 (5-2014)
Office of Local Systems
Ames, IA 50010

City Street Financial Report

City Name	City Number
MARSHALLTOWN	4797

Fiscal Year
2015

Monthly Payment Sheet

Month	Road Use Tax Payments	Transfer of Jurisdictions Payments
JULY	\$212,573.65	
AUGUST	\$312,547.11	
SEPTEMBER	\$219,721.20	
OCTOBER	\$305,142.45	
NOVEMBER	\$236,204.43	
DECEMBER	\$206,933.18	
JANUARY	\$247,513.14	
FEBRUARY	\$241,624.05	
MARCH	\$251,069.40	
APRIL	\$197,971.84	
MAY	\$124,488.45	
JUNE	\$309,136.79	
Totals	\$2,864,925.69	

RESOLUTION TRANSFERRING FUNDS FOR FISCAL YEAR 2014-15

WHEREAS the fiscal year 2015 budget provides for certain transfers between funds and, whereas the

books should now indicate appropriate transfers;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA that the Finance Director be directed to make said transfers as follows:

Transferred From	Transferred To	Explanation of activity	Per Original Budget	Amendment	Final Budget Amount	Total Cash Transfers	Remaining Budget Available
Cash Transfers							
Road use tax fund	General	Reimbursement to general fund for employee wages associated with the public works department	800,000	50,000.00	850,000.00	850,000	-
Road use tax fund	Federal Street Grants	City portion of Federal street grants	195,000	(195,000.00)	0.00	0	-
Nicholson Ford Reap Grant	Bike Path Fund	Close grants with residual dollar amounts	-	3,992.00	3,992.00	3,996	(4)
Police Grants	Police Donations	Excess expenses over grant	-	0.00	0.00	930	(930)
Employee benefits fund	General	Reimbursement to general fund for employee benefits (fica, medicare, ipers, group health insurance, workman's comp, retirees health savings contributions (non-union payout in lieu of sick and vacation based upon guidelines for payouts)	2,723,361	52,400.00	2,775,761.00	2,224,601	551,160
Police & fire retirement	General	Reimbursement to general fund for civil service retirement payments to Municipal Fire & Police Retirement System of Iowa (MFPRI)	1,275,758	0.00	1,275,758.00	1,200,431	75,327
Softball Association	General	Cover part of park and rec employee wages associated with the softball complex	8,000	0.00	8,000.00	6,000	2,000
Storm Sewer	General	Cover Wages paid by General fund.	-	0.00	0.00	182	(182)
Softball Association	Parks and Rec Donation Fund	Cover MSA Expenses	-	0.00	0.00	128	(128)
Parks and Rec Donation Fund	Bike Path Fund	Cover Remaining Bike Expenses	-	0.00	0.00	250	(250)

Transferred From	Transferred To	Explanation of activity	Per Original Budget	Amendment	Final Budget Amount	Total Cash Transfers	Remaining Budget Available
CIP Tax Collection Fund	Capital Improvement Reserve Fund	Capital expenditures paid from governmental capital reserve fund. Cash is transferred from the capital improvement levy funds where the property taxes were receipted.	553,500	(245,775.00)	307,725.00	392,597	(84,872)
Emergency Levy Fund	General	Property taxes collected in Emergency fund with the cash being transferred to the general fund	160,885	3,266.00	164,151.00	162,467	1,684
General	TIF tax collection fund	Interfund Loan for TIF legal expenses	0.00	0.00	0.00	5,000	(5,000)
TIF tax collection fund	General	Legal Fees paid by general fund. Cash is transferred from TIF collection fund where the property taxes are collected.	0.00	0.00	0.00	1,667	(1,667)
General fund	Coliseum Activity Fund	City portion of operating expenses	31,817	0.00	31,817.00	6,199	25,618
Employee benefits fund	Coliseum Activity Fund	Reimbursement to Coliseum Activity Fund for employee benefits	5,346	0.00	5,346.00	5,265	81
Cash Flow Reserve Fund	TIF District IV Cap Projects	TIF expenditures	100,000	(100,000.00)	0.00	0	-
CIP Tax Collection Fund	Building reserve fund	Capital expenditures for governmental funds in relation to capital building maintenance	-	50,000.00	50,000.00	50,000	-
Carnegie/City Hall Revitalization Fund	Building reserve fund	To close Carnegie/City Hall Revitalization Fund	-	7,577.00	7,577.00	7,577	0
Local Option Sales Tax	Employee benefit fund	Property tax relief from local option sales tax (LOST) collected	2,450,000	0.00	2,450,000	2,450,000	-
Employee benefits	HUD lead grant program	Benefits for HUD lead program employees (city match for grant)	47,745	0.00	47,745.00	37,803	9,942
HUD Lead #4	HUD Lead Match Fund	Transfer excess match funds	10,075	0.00	10,075.00	17,187	(7,112)
TIF tax collection fund	Debt Service	Portion of 2008A & 2011 A & B refunding bond & 2012A issue paid with tax increment financing property taxes	885,452	0.00	885,452.00	874,324	11,128

Transferred From	Transferred To	Explanation of activity	Per Original Budget	Amendment	Final Budget Amount	Total Cash Transfers	Remaining Budget Available
Sanitary Sewer Rehab Projects	WPCP Plant Improvements	Move cash amongst capitals projects to close individual projects	-	0.00	0.00	49,646	(49,646)
WPCP funds	WPCP funds	Cover consolidation of project funds within wpcp series and move dollars from wpcp revenue fund to wpcp expenditure fund	5,700,000	0.00	5,700,000.00	5,066,276	633,724
General	Transit	Property taxes collected in general (as required) with the cash being transferred to the transit enterprise fund	170,000	0.00	170,000.00	173,984	(3,984)
Transit	General	Reimbursement of prior year Wages paid by General fund.	-	0.00	0.00	114	(114)
Total per budget documents			15,116,939	(373,540)	14,743,399	13,586,622	1,156,777
Total per budget documents			15,116,939	(373,540)	14,743,399	13,586,622	1,156,777

it of budgeted transfers between funds

Passed, approved and adopted this 28th day of Sept 2015

Attest: _____ City Clerk

Mayor



James L. Lowrance, Mayor
Randy Wetmore, Administrator
Shari Coughenour, City Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

CITY CLERK'S OFFICE

September 8, 2015

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

From: Shari L. Coughenour
City Clerk

Re: Memorandum of Understanding, regarding State Offset Program

Policy Issue: None

Recommendation: Staff recommends approval of the Memorandum of Understanding with the Iowa Department of Administrative Services to continue participation in the State Offset Program.

Background: The City of Marshalltown has been participating in the Offset program since 2009 and since that time several thousands of previously uncollected amounts are collected each year due to participation in the program.

Budget Impact: Improved collection of amounts due the city.

Attachments: Summary of receipts, letter from DAS, Memorandum of Understanding

cc: Randy Wetmore, City Administrator

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



State Payment Report-Offset Receipt Summary

<u>Calendar Year</u>	<u>ChargeType</u>	<u>AmountWeGotfromState</u>
2009		
	Summary for PARKING TICKETS (3 accounts)	\$380.00
	Summary for Calendar Year (3 accounts)	Sum \$380.00
2010		
	Summary for HUD PROMISSORY NOTE (15 accounts)	\$3,441.00
	Summary for M-HUD & PARKING MTWN (4 accounts)	\$485.00
	Summary for PARKING TICKETS (239 accounts)	\$19,757.00
	Summary for Calendar Year (258 accounts)	Sum \$23,683.00
2011		
	Summary for ARL (2 accounts)	\$370.00
	Summary for HUD PROMISSORY NOTE (22 accounts)	\$5,514.00
	Summary for NUISANCE CLEANUP (1 account)	\$128.00
	Summary for PARKING TICKETS (151 accounts)	\$12,190.00
	Summary for WATER BILL (27 accounts)	\$2,698.00
	Summary for WATER/PARKING TICKETS (2 accounts)	\$169.00
	Summary for Calendar Year (205 accounts)	Sum \$21,069.00
2012		
	Summary for ARL (1 account)	\$295.00
	Summary for HUD PROMISSORY NOTE (20 accounts)	\$5,641.00
	Summary for PARKING TICKETS (227 accounts)	\$11,327.00
	Summary for WATER BILL (37 accounts)	\$3,367.00
	Summary for Calendar Year (285 accounts)	Sum \$20,630.00

<u>Calendar Year</u>	<u>ChargeType</u>	<u>AmountWeGotfromState</u>
2013		
	Summary for CONCRETE REMOVAL (1 account)	\$401.00
	Summary for HUD PROMISSORY NOTE (12 accounts)	\$2,851.00
	Summary for PARKING TICKETS (140 accounts)	\$12,443.00
	Summary for WATER BILL (51 accounts)	\$5,078.00
	Summary for Calendar Year (204 accounts)	Sum \$20,773.00
2014		
	Summary for ARL (1 account)	\$227.00
	Summary for HUD PROMISSORY NOTE (21 accounts)	\$7,292.00
	Summary for LIBRARY (74 accounts)	\$8,036.00
	Summary for LIBRARY/PARKING (1 account)	\$132.00
	Summary for OIL DRY (2 accounts)	\$317.00
	Summary for PARKING TICKETS (389 accounts)	\$31,747.00
	Summary for PARKS & RECREATION FEE (1 account)	\$190.00
	Summary for PLUMBING PERMIT (1 account)	\$68.00
	Summary for SOCIAL HOST (2 accounts)	\$246.00
	Summary for WATER BILL (45 accounts)	\$4,045.00
	Summary for WATER/PARKING TICKETS (1 account)	\$148.00
	Summary for Calendar Year (538 accounts)	Sum \$52,448.00
2015		
	Summary for ARL (1 account)	\$453.00
	Summary for HUD PROMISSORY NOTE (5 accounts)	\$698.00
	Summary for LEAD PROGRAM DAMAGES (1 account)	\$176.00
	Summary for LIBRARY (96 accounts)	\$10,830.95
	Summary for PARKING TICKETS (177 accounts)	\$15,749.09
	Summary for SOCIAL HOST (2 accounts)	\$165.00
	Summary for WATER BILL (19 accounts)	\$2,068.33
	Summary for Calendar Year (301 accounts)	Sum \$30,140.37
	Summary for Report (1794 accounts)	Grand Total \$169,123.37



August 27, 2015

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CITY OF MARSHALLTOWN
24 N. CENTER ST.
MARSHALLTOWN, IA 50158

RE: Offset Program - Memorandum of Understanding (MOU)

Dear Offset Program Participant:

The Offset Program, administered by the Iowa Department of Administrative Services (DAS), is requiring a new Memorandum of Understanding (MOU) be signed and returned to DAS by all program participants no later than October 31, 2015. The revised MOU is a result of changes in the Iowa Administrative Rules governing the Offset Program that were updated in February 2015.

Please review the enclosed MOU carefully, as the updates center on the appeal process participants must have in place. In part, the MOU states:

Section 6: Public Agency's Responsibilities:

"6.8 Appeal Process. The Public Agency must provide an appeal process for debtors to challenge each offset after debtors are notified of a potential offset event. The appeal process shall include notice to the debtor and an opportunity for the debtor to contest the amount of the debt through a contested case procedure under Iowa Code chapter 17A or a substantially equivalent process, in accordance with Iowa Code section 8A.504(2)(f) and 11 IAC 40.4(6)."

Participants that do not return a signed MOU by October 31, 2015 may be deactivated from the Offset Program. Upon completing the MOU, please include a name, telephone number and email address of a contact person for the Offset Program. Taxpayers and service providers will be directed to this individual if questions regarding an offset come to our attention.

Sincerely,

Calvin McKelvogue, Chief Operating Officer
Dept. of Administrative Services, State Accounting Enterprise
1305 East Walnut Street
Hoover State Office Building, Level 3
Des Moines, IA 50319
Calvin.McKelvogue@iowa.gov

MEMORANDUM OF UNDERSTANDING
between
The Iowa Department of Administrative Services
State Accounting Enterprise
and

for
Participation in the INCOME OFFSET PROGRAM

SECTION 1. Identity of the Parties. The parties to this Memorandum of Understanding (MOU) are the Iowa Department of Administrative Services, State Accounting Enterprise (DAS/SAE), and _____(Public Agency).

SECTION 2. Purpose. The purpose of this MOU is to set forth the terms and conditions between DAS/SAE and Public Agency for reimbursement of offsetting liabilities owed to Public Agency as authorized in **Iowa Code section 8A.504** and **11 Iowa Administrative Code (IAC) 40, et seq.**

SECTION 3. Eligibility. To be eligible for offset, both the debt ("debt" means the liability owed to the Public Agency by a member of the public), and the claim ("claim" means the liability owed by the Public Agency to a member of the public), shall be in the form of a liquidated sum due, owing and payable. All applicable remedies with regard to such a debt and claim must be exhausted or the time frame for exhaustion must have expired as a condition precedent for eligibility to participate in the offset program, provided in 11 IAC 40.3 (3).

SECTION 4. Compensation.

4.1 Fee. The parties agree that in exchange for participation in the offset program, DAS/SAE shall charge a fee of seven dollars (\$7.00) (the "fee") to the Public Agency to which the debt is owed for each individual debt that is placed in the offset program. The fee is to recover costs incurred by DAS/SAE in administering the offset program.

4.2 Deduction when Debt is Offset. If a debt is offset by DAS/SAE under this program, the fee will be deducted from the gross proceeds collected through offset. The fee will be charged for each individual offset event related to an individual debt.

4.3 Billing upon Termination. Following written notice of termination of this MOU, as provided in Section 7 below, DAS/SAE shall be entitled to compensation. DAS/SAE shall submit an invoice and proof of claim to the Public Agency within sixty (60) days of the receipt of the written notice of termination as required under Section 7 below.

4.4 Fee Review. DAS/SAE shall periodically review the costs of administering the offset program. Per Section 9.2 of this MOU, proposed adjustments to the specified fee shall require an amendment.

SECTION 5. DAS/SAE's Responsibilities.

5.1 Offset of Debt. DAS/SAE shall offset liabilities owed to Public Agency by implementing an offset program for Public Agency, developed and managed by DAS/SAE in accordance with **Iowa Code chapter 8A and 11 Iowa Administrative Rules 40.**

5.2 Compliance with AGA. DAS/SAE will comply with the Accountable Government Act, Iowa Code chapter 8E, in the performance of this MOU.

5.3 Refund of Balance after Offset. Before issuing an authorized payment to a debtor, DAS/SAE shall request verification of the claim pursuant to subrule 40.5. If notification is not made to DAS/SAE by the Public Agency within forty-five (45) days, the amount of the payment shall be released to the debtor or entity. DAS/SAE will apply the offset to the debt only after the Public Agency has notified the debtor as prescribed in subrule 40.4(4). DAS/SAE shall then refund any balance amount due from the Public Agency to the debtor or entity.

SECTION 6. Public Agency's Responsibilities.

6.1 Offset Eligibility Program. The Public Agency shall be responsible for developing and maintaining a system for reporting debts eligible for offset and any subsequent claims associated with those debts as required under Iowa Code section 8A.504 and 11 IAC chapter 40 to DAS/SAE at Public Agency's expense.

6.1.1 Minimum Debt Amount. Before a debt may be placed into the offset program, the amount of a debtor's original liability must be at least \$50, except when the source of the claim is a tax refund or tax rebate, in which case the debt may be as low as \$25.

6.1.2 Debtor's opportunity to challenge placement of debt in offset program. Before a debt may be placed into the offset program, the Public Agency must have:

- a. Made a good faith effort to collect the debt through other means;
- b. Provided the debtor advance notice that the debt will be placed in the offset program if not paid when due; and
- c. Provided a formal or informal opportunity for the debtor to challenge placement of the debt into the offset program, as described in 11 IAC 40.3(4).

6.2 Formatting Requirements of Debtor Lists. The Public Agency shall provide the list of debtors it wishes to place into the offset program in a format and type prescribed by DAS/SAE.

6.3 Proof of Liability. Public agencies may only place debts into the offset program if the debts are legally enforceable. To establish enforceability the debt shall have been confirmed by mutual agreement of the parties or have been reduced to a final judgment or final agency determination that is no longer subject to appeal, certiorari, or judicial review, or has been affirmed through appeal, certiorari, or judicial review.

6.4 Notification of Changes. The Public Agency shall notify DAS/SAE within thirty (30) calendar days of any changes in the status of a debt to the state.

6.5 Semi-Annual Certification. The Public Agency shall provide on at least a semi-annual basis, certification of the liability file as prescribed by DAS/SAE.

6.6 Debtor Notification. The Public Agency shall comply with 11 IAC 40.4 when sending notifications to the debtor under this MOU which shall occur within ten (10) calendar days from the date Public Agency was notified by the DAS/SAE of a potential offset.

6.7 Payment of Residual Funds to Debtor. It is the responsibility of the Public Agency to reimburse the debtor for the difference between the amount of liability payable and the amount of the claim payable to the debtor.

6.8 Appeal Process. The Public Agency must provide an appeal process for debtors to challenge each offset after debtors are notified of a potential offset event. The appeal process shall include notice to the debtor and an opportunity for the debtor to contest the amount of the debt through a contested case procedure under Iowa Code chapter 17A or a substantially equivalent process, in accordance with Iowa Code section 8A.504(2)(f) and 11 IAC 40.4(6).

SECTION 7. Termination. This MOU shall remain in full force and effect until terminated or cancelled for convenience by written notice of the party wishing to cancel the MOU. Each party agrees to provide the other party with a sixty (60) day written notice of any intent to terminate this MOU. Either party may terminate without advance notice to the other at any time upon a material breach of the Agreement, or violation of Iowa Code section 8A.504 or 11 IAC chapter 40.

SECTION 8. Confidentiality of Information. Information shared between DAS/SAE and the Public Agency shall be deemed confidential pursuant to Iowa Code section 8A.504(2)(b) and shall be disclosed only to the extent necessary to sufficiently identify the debtor(s) liable to the public agency. Identifying information is to be used only for the purpose of participation in the offset program.

SECTION 9. MOU Administration.

9.1 Compliance with the Law. The parties, their employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing services under this MOU, including without limitation, all laws applicable for the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers. The parties, their employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the activities performed under this MOU.

9.2 Amendments. This MOU may only be amended in writing by mutual consent of the parties. All amendments to this MOU must be in writing and fully executed by the parties.

9.3 Third Party Beneficiaries. There are no third party beneficiaries to this MOU. However, this MOU is intended to benefit the citizens and governments in the State of Iowa as well as DAS/SAE and Public Agency.

9.4 Assignment and Delegation. This MOU may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party. For the purpose of construing this clause, a transfer of a controlling interest in Public Agency shall be considered an assignment.

9.5 Integration. This MOU represents the entire MOU between the parties regarding participation in the offset program. The parties shall not rely upon any representation that may have been made which is not included in this MOU.

9.6 Headings or Captions. The paragraph headings or captions used in this MOU are for identification purposes only and do not limit or construe the contents of the paragraphs.

9.7 Supersedes Former Agreements. This MOU supersedes all prior Agreements between the parties for services regarding participation in the offset program.

9.8 Notice. Notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing which shall be addressed to each party as set forth as follows:

If to DAS/SAE:

Calvin McKelvogue, Chief Operating Officer
Department of Administrative Services – State Accounting Enterprise
1305 East Walnut Street
Hoover State Office Building, Level 3
Des Moines, IA 50319

If to Public Agency:

Authorized Representative

Mailing Address

City, State, Zip Code

If a party changes its designated person and/or address hereunder, such change shall be in writing as provided herein.

9.9 Severability. If any provision of this MOU 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 this MOU.

9.10 Non-Appropriation. In the event a non-appropriation, de-appropriation, or other legislative or gubernatorial action significantly impairs DAS/SAE's budget or ability to perform the terms of this agreement, DAS/SAE may immediately terminate this Agreement.

9.11 Indemnification. The following indemnification provisions shall apply to Public Agencies that are not agencies of the State of Iowa subject to Iowa Code chapter 669 and Iowa Code section 679A.19.

9.11.1 Public Agency agrees to defend, indemnify and hold DAS/SAE and the State of Iowa, its officers, employees and agents, harmless from any and all liabilities, damages, losses, demands, causes of action, claims, settlements, judgments, costs, expenses, and attorney fees, including a reasonable cost attributed to the services of the Attorney General, related to or arising from any violation of this Agreement, any negligent or intentional act or omission of Public Agency, its officers, employees, or agents, and any failure of Public Agency, its officers, employees, or agents to comply with all applicable local, state, and federal laws, rules, and regulations.

9.11.2 Consistent with Article VII, Section I of the Iowa Constitution, Iowa Code chapter 669, and other applicable law, DAS/SAE agrees to defend and indemnify Public Agency and hold Public Agency harmless against all losses, costs, damages, expenses, attorney fees, claims, demands, causes of action, judgments, and settlements arising out of the negligence or wrongful acts or omissions of DAS/SAE or its officers, employees or agents in the performance of this Agreement. DAS/SAE shall not defend, indemnify or hold harmless Public Agency or its officers, employees, or agents for any acts or omissions of any type attributable to Public Agency or its officers, employees, or agents.

Section 10. Execution

This MOU is fully executed by the following signatures:

IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES:

Janet E. Phipps Burkhead, Director
Iowa Department of Administrative Services

Date

PUBLIC AGENCY:

Authorized Representative

Date

Public Agency

Printed Name of Authorized Representative

Title

City of Marshalltown, Marshall County, Iowa

\$2,000,000 General Obligation Corporate Purpose Bonds, Series 2015

Date of Bonds: 24/Oct/15								Existing Levies			Less: Outside Funding "State D/S Backfill"	FINAL Net Debt Service	Taxable Valuation 1/1/14	ETV Growth Assumptions	Estimated Tax Rate Per (\$1000 ETV)
Date	Principal	Estimated Interest Rate	Interest	Principal and Interest	Fiscal Year	PRELIM Series 2015 Debt Service	LEVIES Outstanding Issues	Total							
01/Dec/15			\$4,497.81	\$4,497.81											
01/Jan/16			21,881.25	21,881.25	2016	\$26,379.06	\$ 2,708,500.00	\$2,734,879.06				\$2,734,879.06	\$790,658,759		\$ 3.46
01/Dec/16			21,881.25	21,881.25								-			
01/Jan/17			21,881.25	21,881.25	2017	70,141.56	2,823,160.00	2,893,301.56				2,893,301.56	779,799,854		3.71
01/Dec/17			21,881.25	21,881.25								-			
01/Jan/18	200,000	1.400%	21,881.25	221,881.25	2018	243,762.50	2,329,701.00	2,573,463.50				2,573,463.50	775,299,854		3.32
01/Dec/18			20,481.25	20,481.25								-			
01/Jan/19	250,000	1.650%	20,481.25	270,481.25	2019	290,962.50	2,107,056.00	2,398,018.50				2,398,018.50	774,099,854		3.10
01/Dec/19			18,418.75	18,418.75								-			
01/Jan/20	275,000	1.850%	18,418.75	293,418.75	2020	311,837.50	2,075,482.00	2,387,319.50				2,387,319.50	772,899,854		3.09
01/Dec/20			15,875.00	15,875.00								-			
01/Jan/21	325,000	2.050%	15,875.00	340,875.00	2021	356,750.00	2,093,149.00	2,449,899.00				2,449,899.00	771,699,854		3.17
01/Dec/21			12,543.75	12,543.75								-			
01/Jan/22	350,000	2.400%	12,543.75	362,543.75	2022	375,087.50	2,076,613.00	2,451,700.50				2,451,700.50	770,499,854		3.18
01/Dec/22			8,343.75	8,343.75								-			
01/Jan/23	375,000	2.650%	8,343.75	383,343.75	2023	391,687.50	926,528.00	1,318,215.50				1,318,215.50	769,299,854		1.71
01/Dec/23			3,375.00	3,375.00								-			
01/Jan/24	225,000	3.000%	3,375.00	228,375.00	2024	231,750.00		231,750.00				231,750.00	769,299,854		0.30
Total		\$2,000,000	\$271,979.06	\$2,271,979.06		\$2,298,358.13	\$ 17,140,189.00	\$19,438,547.13	\$ -			\$19,438,547.13			\$2.78 Average
Net Interest Rate		2.481390%		Premium											
Bond Years		11,605.556		Discount		\$16,000.00									
Average Life		5.803													
SPEER FINANCIAL, INC.				run date:		04/Sep/15									
				file name:		Marshalltown									

PRELIMINARY - SUBJECT TO CHANGE