

1. Agenda

Documents:

[AGENDA.PDF](#)

2. Supporting Meeting Documents

Documents:

[18TH AVENUE EXHIBIT.PDF](#)

[PACKET.PDF](#)

[REVISED RES CALLING ELECTION - LIBRARY LEVY.PDF](#)

[SOUTH STREET EXHIBIT.PDF](#)

[BILL LIST.PDF](#)

[JUNE PRELIMINARY FINANCIALS.PDF](#)

[MINUTES.PDF](#)



COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET
AUGUST 24, 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:

Donations

Mitchell Family Funeral Home, rental of Aquatic Center on Sunday for community

Years of Service Recognition

Police Sergeant Kiel Stevenson, 10 years

Police Officer Brad Mauseth, 10 years

Chief Building Official Scott Riemenschneider, 25 years

APPROVAL OF AGENDA:

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

1. Approve Council meeting Minutes of August 10, 2015.
2. Approve Bill List in the amount of \$1,117,622.95.
3. Receipt of July 2015, Building Report.
4. Receipt of Civil Service Hire List: Park Maintenance Worker I.
5. 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.
6. Resolution 2015-138 Approving Contract Change Order #4 for the Iowa River Interceptor Project 59011019A, SM Hentges & Sons, \$14,907.13.
7. Resolution 2015-139 Approving Certificate of Completion for the Iowa River Interceptor Project 59011019A, SM Hentges & Sons, \$5,524,336.08.
8. Resolution 2015-140 Approving Contract Change Order #1, 2015 Columbus and Crestview Repair Project 76015002, Con-Struct, Inc., \$7,392.00.
9. Resolution 2015-141 Approving Quote and Award to Con-Struct, Inc., for the construction of South 7th Avenue Repair Project 76015013, \$58,100.00.
10. Resolution 2015-142 Approving Engineering Services Agreement with Fox Engineering Associates, Inc., for the WPCP BioGas Generator Project 52015014A, \$74,900.00.

Visit www.ci.marshalltown.ia.us

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11. 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.

(end of consent agenda items)

RESOLUTIONS:

12. Resolution 2015-143 Setting Date for Hearing to Amend Plan for Urban Revitalization Area #3, Tax Abatement, relating to Residential property within city limits. Hearing date is September 14.

PUBLIC HEARING

13. Resolution 2015-144 Amending Plan for Urban Renewal Area No 2 in conjunction with TIG Distributing, Inc., and approving revised Development Agreement.

ORDINANCES:

14. 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, first reading.
15. 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, first reading.

DISCUSSION: Next agenda in process

1. Library levy – report / resolution for consideration at next meeting
2. New liquor license, Oktoberfest, Sept 24 - Sept 29
3. New liquor license, Denny Gray, “Dave’s” at 207 E Main Street, Suite #3.
4. Order Construction South 18th Ave Improvements Project 76015011
5. Order Construction SE South Street Extension Project 66013008
6. Request for Proposal, finance software system
7. Request for formal quote, outsource information technology service
8. Preliminary June Financials
9. Bobcat Academy

PUBLIC COMMENTS:

CLOSED SESSION:

Closed session pursuant to Section 21.5 subsection (1) paragraph (j) OF THE CODE OF IOWA to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property

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

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

ADJOURNMENT:

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



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Marshalltown



2012

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COUNCIL PROCEEDINGS

August 10, 2015

The Marshalltown City Council met in regular session on August 10, 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. Present: Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin. Schubert moved to approve the agenda, second by Greer. Motion approved 7-0.

CONSENT AGENDA:

Wirin moved to approve the Consent Agenda, removing the tobacco permit for Fresh Start E-Cigs & Vapors, LLC, from the consent agenda: Approve Council meeting Minutes of July 27, 2015; Approve Bill List in the amount of \$1,008,225.32; Receipt of List of Purchases and Vertical Public Improvements between \$10,000 and \$35,000 approved by City Administrator; Jack Lipovac, search for finance director, general fund, \$12,000.00, plus expenses not to exceed \$1500.00; Central Iowa Farm Store, Kubota and bagger, capital improvement fund, \$23,511.00; Receipt of Civil Service New Hire List, Firefighter; Appoint Mary Lake to Coliseum Commission, replacing T Gruetzmacher, term expires 1/1/2018; Appoint Kellissa Thurston, term expires 4/1/2017, to Board of Adjustment, replacing Darrell Eaton. Accept resignation of Darrell Eaton from Board of Adjustment; Resolution 2015-130 Approving Federal Violence Against Women Act Contract with the Department of Justice, through June 30, 2016; Resolution 2015-131 Authorizing the City of Marshalltown to submit a REAP grant application not to exceed \$150,000 through the Iowa Department of Natural Resources; Resolution 2015-132 Approving Engineering Services Contract with Snyder and Associates, Inc., for the Iowa River Trail Phase I Project 40115012, \$116,104.00; Resolution 2015-133 Approving Public Works Street Division Equipment Purchase Contract, O'Halloran International, for purchase of 2016 International 7400 SFA 4x2 Dump Truck with snow plow attachments, \$132,166.00; Resolution 2015-134 Approving and Awarding the Bid for Providing Salt for Ice and Snow Control for the 2015-2016 season, \$76.92 per ton; Approve Liquor Licenses: (Pending fire inspection passage) NEW: Outdoor Service Expansion: TC's Lounge, expansion of Outdoor Service for special events, August 15, August 21 & September 25, dimension 90' x 40' into east parking lot; second by Hoop. Consent agenda adopted 7-0.

Wirin moved to approve tobacco permit for Fresh Start E-Cigs & Vapors, LLC, second by Gowdy. Motion carried 6-1, with Lamer dissenting.

MOTIONS

Greer moved to approve the transfer of Midnight Ballroom Liquor License for August 13, 2015, event at Central Iowa Healthcare, second by Wirin. Motion carried 7-0.

Schubert moved to Appoint Police and Fire Building Advisory Committee members: G Avalos, M Bell, P. Charboneau, R. Harris, L. Lamer, J. Lowrance, B Macke, B. Martin, J Nickel, P. Peglow, M Schlesinger, R. Wetmore, R. Wirin.

RESOLUTIONS:

Wirin moved to adopt Resolution 2015-135 Accepting Dedication and Establishing Public Way, relating to Marshalltown Medical & Surgical Center; dedication of public street, to be known as Central Iowa Drive, and approving Certificate of Completion, second by Schubert. Resolution adopted 5-1, with Lamer dissenting and Greer abstaining due to his legal relationship with the hospital.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open regarding the conveyance of land by quit claim deed to Theisen Development Co., LLC. The frontage road is no longer needed. Theisen Development Co., LLC, plans building improvement and enlargement of the parking area as well as storm water retention. There were no written or public comments. Mayor Lowrance declared the public hearing closed.

Greer moved to adopt Resolution 2015-136 Adopting Tentative Resolution to convey and transfer by Quit Claim Deed property described to Theisen Development Co., LLC., second by Wirin. Resolution adopted 7-0.

FUTURE AGENDA ITEMS DISCUSSION:

The council discussed the following items to be addressed at a future meeting: Old Highland Acres road improvement options, with staff recommendation of fly ash stabilization and double chip seal for the 400' section, to be bid in conjunction with the Hilltop area project, with both areas receiving similar surface treatment; Rumours expansion of outdoor service area, August 29, 2015; Beer license for BBQ event, Gathering Spot, August 28-29; 209 N Center Street in Toledo, Lead Hazard subordination agreement, set public hearing for September 14, 2015; Change Speed limits, 18th Avenue; No parking on Boone Street, from 9th Street to 12th Street; Iowa River Interceptor Project 59011019A, Change Order #4, \$14,907.13 and Certificate of Completion, final costs, SM Hentges & Sons, \$5,524,336.08; Columbus and Crestview Project Change Order #1, \$7,392.00; South 7th Avenue Repair Project 76015013, Award Contract to Con-Struct, \$58,100.00; WPCP BioGas Generator Project 52015014A, Engineering Services Agreement, Fox Engineering, \$74,900.00.

PUBLIC COMMENT

There were no public comments.

ADJOURNMENT

With no further action and upon motion by Schubert and second by Wirin, the meeting adjourned at 6:45 PM, approved 7-0.

COUNCIL PROCEEDINGS

August 10, 2015

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

James L. Lowrance, Mayor

Shari L. Coughenour, CMC, City Clerk

the City of
Marshalltown

[illegible]

Building Division Improvement Value & Fee Summary - July 2015

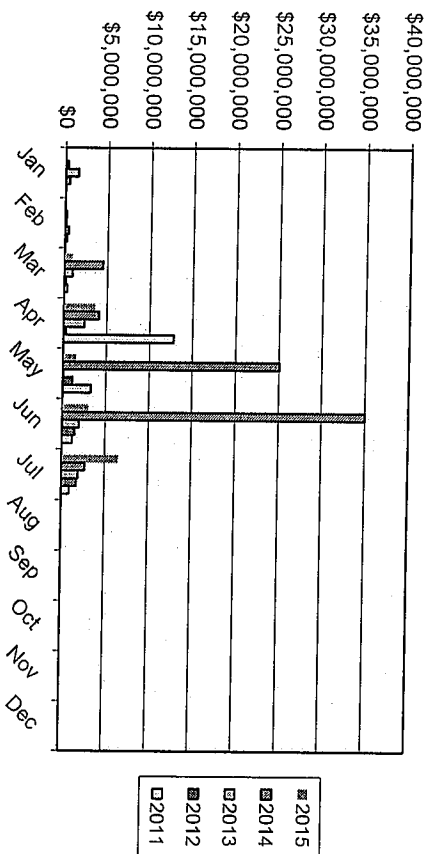
Total Improvement Value Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2015	\$0	\$57,000	\$941,000	\$3,671,000	\$1,516,000	\$3,067,000	\$6,572,000						\$15,824,000
2014	\$311,000	\$206,000	\$4,457,000	\$4,101,000	\$25,076,000	\$35,000,000	\$2,712,000						\$71,863,000
2013	\$1,470,000	\$101,000	\$953,000	\$2,413,000	\$91,000	\$1,952,000	\$1,922,000						\$8,902,000
2012	\$489,000	\$449,000	\$178,000	\$292,000	\$1,105,000	\$1,500,000	\$1,732,000						\$5,745,000
2011	\$30,000	\$211,000	\$382,000	\$12,768,000	\$3,274,000	\$1,187,000	\$917,000						\$18,769,000

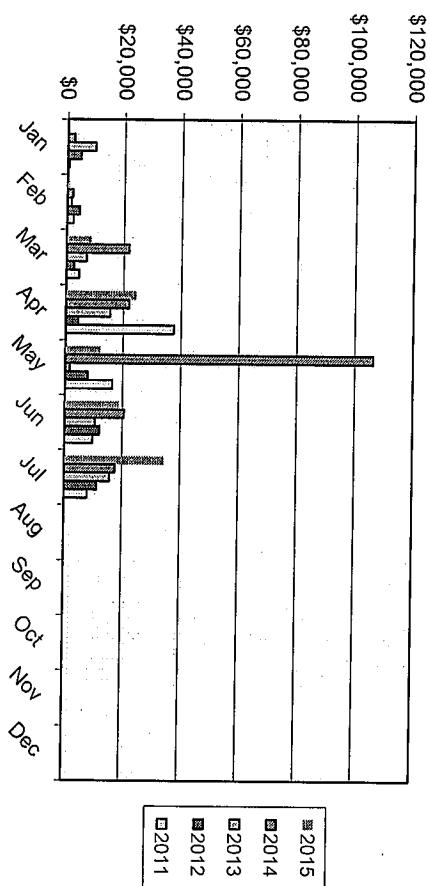
Total Fees Received Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2015	\$0	\$762	\$8,610	\$24,464	\$12,214	\$18,787	\$34,441						\$99,278
2014	\$2,414	\$1,980	\$21,811	\$22,054	\$106,382	\$20,451	\$17,496						\$192,588
2013	\$9,824	\$1,416	\$7,030	\$15,486	\$1,408	\$10,443	\$15,753						\$61,360
2012	\$4,789	\$4,470	\$2,640	\$4,259	\$7,811	\$12,060	\$11,267						\$47,296
2011	\$593	\$2,266	\$4,377	\$37,412	\$16,471	\$9,698	\$8,081						\$78,898

Total Improvement Value Comparison



Total Fees Received Comparison





RAW

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 Commissioners

From: Terry Gray, Park & Recreation Director
Jill Petermeier, Human Resource Director

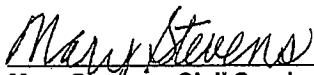
Re: Park Maintenance Worker I New Hire List

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

Phillip Bohl (249)
Timothy Spicer (242)

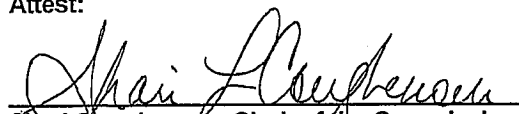
This list shall be valid for a period not to exceed August 21, 2016

Certified by Civil Service Commission on August 21, 2015



Mary Stevens, Civil Service Commission Chair

Attest:



Shari Coughenour, Clerk of the Commission



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 mospohnheimer@ci.marshalltown.ia.us

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

Marshalltown



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.	

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

Marshalltown



2012

**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

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

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

CITY OF MARSHALLTOWN, IOWA

James L Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

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:

RAW

RESOLUTION APPROVING CONTRACT CHANGE ORDER #4 FOR THE
IOWA RIVER SANITARY SEWER INTERCEPTOR
PROJECT NUMBER 59011019
AN INCREASE OF \$14,907.13

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with S.M. Hentges & Sons Inc., of Jordan, MN, for the labor and material for the Iowa River Sanitary Sewer Interceptor Project 59011019; and

WHEREAS an increase is requested to balance final quantities in the amount of \$14,907.13.

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

Section1. That the contract Change Order #4 for Iowa River Sanitary Sewer Interceptor Project 59011019, in the increased amount of \$14,907.13 is hereby accepted and approved.

Passed this 24th day of August 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. 4

Project: Iowa River Sanitary Sewer Interceptor	Date of Contract: May 29, 2014
Owner: City of Marshalltown	Owner's Contract No.: 59011019
Engineer: FOX Engineering Associates, Inc.	Engineer's Project No.: 2407-12W
Contractor: S.M. Hentges & Sons Inc.	Date of Issuance: July 21, 2015

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

DESCRIPTIONS:

Item 1 Change the contract units for balance of quantities as included on the attached Balance of Quantity Document.

- Based on Balance of Quantities, add \$14,907.13 to the contract price.

Attachments: CO Requests 16 through 19 and Change Order No. 4 Balance of Quantities

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$5,716,508.72

☐ Increase ☒ Decrease from previously approved Change Orders:

\$207,079.77

Contract Price prior to this Change Order:

\$5,509,428.95

☒ Increase ☐ Decrease of this Change Order:

\$14,907.13

Contract Price incorporating this Change Order:

\$5,524,336.08

CHANGE IN CONTRACT TIMES:

Original Contract ☐ Working ☒ Calendar

Substantial completion:

Phase 1 - October 13, 2014

Phase 2 - August 1, 2014

Phase 3 - June 26, 2015

Phase 4 - June 26, 2015

Ready for final payment: July 27, 2015

☒ Increase ☐ Decrease from previously approved Change Orders:

Substantial completion (days): 11

Ready for final payment (days): 11

Contract Times prior to this Change Order:

Substantial completion:

Phase 1 - October 13, 2014

Phase 2 - August 1, 2014

Phase 3 - July 7, 2015

Phase 4 - June 26, 2015

Ready for final payment: August 7, 2015

☐ Increase ☐ Decrease of this Change Order:

Substantial completion (days): none

Ready for final payment (days): none

Contract Times with all approved Change Orders:

Substantial completion:

Phase 1 - October 13, 2014

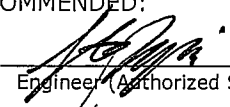
Phase 2 - August 1, 2014

Phase 3 - July 7, 2015

Phase 4 - June 26, 2015

Ready for final payment: August 7, 2015

RECOMMENDED:

By: 
Engineer (Authorized Signature)

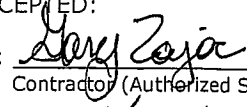
Date: 7/21/2015

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: 
Contractor (Authorized Signature)

Date: 7/22/15

Now

RESOLUTION APPROVING CERTIFICATE OF COMPLETION
AND FINAL PROJECT COSTS WITH S.M HENTGES & SONS,
IN THE AMOUNT OF \$5,524,336.08 FOR CONSTRUCTION OF THE
IOWA RIVER SANITARY SEWER INTERCEPTOR PROJECT
IN THE CITY OF MARSHALLTOWN, IOWA,
BEING PROJECT NO. 59011019

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

WHEREAS, said project has been completed by S.M. Hentges & Sons, of Jordan, Minnesota, 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 Iowa River Sanitary Sewer Interceptor Project, being project number 59011019, is hereby accepted pursuant to the Engineer's Statement of Completion for the final project cost of \$5,524,336.08.

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 S.M. Hentges & Sons, including the payment of the items called for in said contract and approved for final payment.

Passed this 24th day of August 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: Iowa River Sanitary Sewer Interceptor	Date of Contract: May 29, 2014
Owner: City of Marshalltown	Owner's Contract No.: 59011019
Engineer: FOX Engineering	Engineer's Project No.: 2407-12W
Contractor: S.M. Hentges & Sons	

I hereby state that the construction of Iowa River Sanitary Sewer Interceptor project by a Contract dated May 29, 2014 has been satisfactorily completed in general conformance with the terms, conditions, and stipulations of the contract documents.

The work was generally completed on July 21, 2015. The contract completion date is August 7, 2015.

I further state that the total amount due to the Contractor for the fulfillment of said Contract is \$5,524,336.08.

The derivation of this total amount is tabulated on the attached balance of quantities.

The remaining approximately 0.5% (\$32,548.05) shall then be paid no sooner than thirty (30) days following formal acceptance of the construction by the City Council provided that no unpaid claims exist in connection with this Contract. The Contractor may receive interest on any unpaid balance at the maximum legal rate from and after thirty (30) days following acceptance of the project by the City Council.

Signed:

FOX Engineering Associates

By:  _____

Iowa Registration No.: 18924

Date: 7/21/2015

FOX PN: 240712W.600

Distribution:

Engineer
Contractor
Owner
IDNR

Accepted by:

Owner: _____

Resolution: _____

Date: _____

Signed: _____

Title: _____

Attest: _____

Rw

RESOLUTION APPROVING CONTRACT CHANGE ORDER #1
FOR THE 2015 COLUMBUS DR. AND CRESTVIEW DR. REPAIR
PROJECT NUMBER 76015002
AN INCREASE OF \$7,392.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Construct Inc., of Marshalltown, IA, for the labor and material for the 2015 Columbus Dr. and Crestview Dr. Repair, Project 76015002; and

WHEREAS An increase is requested for two additional work items to successfully complete the project for the 2015 Columbus Dr and Crestview Dr Repair Project in the amount of \$7,392.00.

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

Section 1. That the contract Change Order #1 for the 2015 Columbus Dr. and Crestview Dr. Project 76015002, in the increased amount of \$7,392.00, is hereby accepted and approved.

Passed this 24th day of August 2015 and signed this _____ day of August 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

August 4, 2015

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

From: Justin Nickel
Director of Public Works

Re: Change Order #1 – Construct, Inc. for Columbus and Crestview Repair Project
(76015002)

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 amount by \$7,392.

Background: Change Order #1 includes two additional work items and increases the quantity for 8 inch choke stone subbase. The additional items include removal and replacement of a storm sewer intake and removal and replacement of 92 feet of 30 inch curb and gutter.

Budget Impact: Additional costs of \$7,392, increasing the total project amount to \$239,054.50

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



CITY OF MARSHALLTOWN
PROJECT NO. 76015002
2015 Columbus Dr. & Crestview Dr. Repair Project

CONTRACTOR: Con-Struct Inc.

Change Order 1
(Final Quantities)
DATE OF THIS ESTIMATE: 7/28/2015
CONTRACT AMOUNT: \$231,662.50

ITEM NO.	ITEM	QUANTITY	UNIT	CONTRACT PRICE	COMPLETE TO DATE	DOLLAR AMOUNT
1	Excavation, Class 13	1,389.0	CY	\$ 12.50	1,389.0	\$ 17,362.50
2	Triax Geogrid Fabric	3,956.0	SY	\$ 5.00	3,956.0	\$ 19,780.00
3	8" Choke Stone Subbase	3,956.0	SY	\$ 12.00	4,046.0	\$ 48,552.00
4	HMA: 3", 3/4" Base Mix & 2", 1/2" Surface Mix and Asphalt Binder, PG 64-22	3,956.0	SY	\$ 33.00	3,956.0	\$ 130,548.00
5	Manhole Boxout	5.0	EA	\$ 1,800.00	5.0	\$ 9,000.00
6	Construction Survey	1.0	LS	\$ 1,000.00	1.0	\$ 1,000.00
7	Traffic Control	1.0	LS	\$ 1,500.00	1.0	\$ 1,500.00
8	Mobilization	1.0	LS	\$ 5,000.00	1.0	\$ 5,000.00

Total Items 1-8 \$ 232,742.50

EXTRA WORK ORDER

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	COMPLETE TO DATE	DOLLAR AMOUNT
1	Intake Removal/Replace	1.0	EA	\$3,000.00	1.0	\$3,000.00
2	30" Curb and Gutter	92.0	LF	\$36.00	92.0	\$3,312.00

Total: \$6,312.00

Total Cost \$239,054.50
Original Contract Amount \$231,662.50
Final Quantities Cost Adjustment \$7,392.00
NEW CONTRACT AMOUNT \$ 239,054.50

 7/29/15
Approved By Contractor: Con-Struct Inc.

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

CHANGE ORDER #1

OWNER: CITY OF MARSHALLTOWN, IOWA
DEPARTMENT OF PUBLIC WORKS

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

PROJECT: 2015 Columbus Dr. & Crestview Dr. Repair Project

SUBJECT: CHANGE ORDER #1

PROJECT NUMBER 76015002

DATE: July 28, 2015

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

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

CONTRACT ITEMS:

7001) CONTRACT ITEM 1: Increase the amount of 8" Choke Stone Subbase by 90 square yards.

NON-CONTRACT ITEMS (EXTRA WORK ORDER):

8001) Intake Removal/Replace

8002) 30" Curb and Gutter

B) REASON FOR ORDERING CHANGES OR EXTRA WORK:

CONTRACT ITEMS:

7001) CONTRACT ITEM 1: The increase in the amount of 8" Choke Stone Subbase was due to the poor soil conditions encountered one excavation was complete.

NON-CONTRACT ITEMS (EXTRA WORK ORDER):

8001) Intake wall was partially collapse prior to construction commencement.

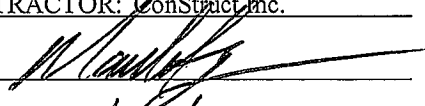
8002) Portions of curb and gutter sections were in poor condition and not draining properly

Original Contract Price:	\$231,662.50
Non-Contract Item (Extra Work Order)	\$ 6,312.00
Final Quantity Adjustment	\$ 1,080.00
Change Order #1 Net Value:	\$ 7,392.00
Final Contract Price:	\$239,054.50

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

CONTRACTOR: ConStruct Inc.

CITY ENGR:

BY: 

DATE:

DATE: 7/29/15

PROJECT ENGR:

DATE:

T200

RESOLUTION APPROVING QUOTE AND AWARD TO CON-STRUCT INC. _
FOR THE CONSTRUCTION OF SOUTH 7TH AVENUE REPAIR PROJECT 76015013
IN THE CITY OF MARSHALLTOWN, IOWA,
IN THE AMOUNT OF \$58,100.00

WHEREAS, the City of Marshalltown, Iowa, requested quotes from various local contractors, for the construction of the South 7th Avenue Repair Project 76015013 and,

WHEREAS, Con-Struct Inc. submitted the low bid quote which is now before this Council for final approval.

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

That the quote of Con-Struct Inc., of Marshalltown IA, for the construction of South 7th Avenue Repair Project, IN THE CITY OF MARSHALLTOWN, IOWA, IN THE AMOUNT OF Fifty eight thousand one hundred and no/100 Dollars (\$58,100.00) is hereby accepted and approved and shall be used to pay for said repairs.

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

Passed this 10th day of August 2015, and signed this ____ day of August 2015.

CITY OF MARSHALLTOWN

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

August 4, 2015

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

From: Justin Nickel
Director of Public Works

Re: Approve Quote and Award Construction Contract – Con-struct Inc. for 7th Avenue Repair Project (76015013) amount of \$58,100.00.

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

Recommendation: Staff recommends awarding the construction contract to Con-struct Inc. for the 7th Avenue project for an amount equal to \$58,100.00. The Engineers Estimate of probable cost was \$78,958.00.

Background: 7th Avenue was not included in the 2015 Street repair program. In February of 2015 the street department noticed failed pavement and city crews made temporary repairs in the spring. Construction includes removal of failed asphalt, subgrade stabilization using geogrid fabric, installation of stone sub-base and repaving the street with asphalt five inches thick, twenty four feet wide.

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

Attachment: Agreement.

cc: Randy Wetmore, City Administrator

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



COMPETITIVE QUOTE

S 7th Avenue Repair

ITEM NO.	ITEM	UNIT	QUANTITY	CONTRACT UNIT PRICE	COST
1	EXCAVATION, CLASS 13	CY	360.0	12.50	4500.00
2	TRIAX GEOGRID FABRIC	SY	1,000.0	5.00	5000.00
3	8" CHOKO STONE SUBBASE	SY	1,000.0	12.00	12000.00
4	HMA; 3", 3/4" BASE MIX & 2", 1/2" SURFACE MIX and ASPHALT BINDER, PG 64-22	SY	1,000.0	33.00	33,000.00
5	MANHOLE BOXOUT	EA	2	1800.00	3600.00
Totals					58,100.00

7/2/15

Quoting Contractor

Com-Street Inc.

COMPETITIVE QUOTE

S 7th Avenue Repair

ITEM NO.	ITEM	UNIT	QUANTITY	CONTRACT UNIT PRICE	COST
1	EXCAVATION, CLASS 13	CY	360.0	31 ⁰⁰	11,160 ⁰⁰
2	TRIAX GEOGRID FABRIC	SY	1,000.0	5.40	5,400 ⁰⁰
3	8" CHOKe STONE SUBBASE	SY	1,000.0	18.50	18,500 ⁰⁰
4	HMA; 3", 3/4" BASE MIX & 2", 1/2" SURFACE MIX and ASPHALT BINDER, PG 64-22	SY	1,000.0	37 ⁰⁰	37,000 ⁰⁰
5	MANHOLE BOXOUT	EA	2	1500 ⁰⁰	3,000 ⁰⁰
Totals					75,060 ⁰⁰

Day Construction

Quoting Contractor

by R.D.

R200

RESOLUTION APPROVING ENGINEERING SERVICES CONTRACT WITH FOX
ENGINEERING ASSOCIATES, INC., AND THE CITY OF MARSHALLTOWN FOR
THE WPCP BIOGAS GENERATOR PROJECT IN THE CITY OF
MARSHALLTOWN, IOWA, BEING PROJECT NUMBER 52015014
IN THE AMOUNT OF \$74,900.00

WHEREAS the contract with FOX Engineering Associates, Inc., for Engineering Services for the WPCP Biogas Generator Project and that the said contract for is now before this Council for final approval.

WHEREAS FOX Engineering Associates, Inc., of Ames, IA, has executed a contract for Engineering Services and has filed its insurance certificate covering the full amount of said engineering services and that the said contract is now before this Council for final approval

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

Section 1. That the contract for Engineering Services for the WPCP Biogas Generator Project in the amount of \$74,900.00, be accepted and approved.

Passed this 24th day of August 2015, and signed this ____ day of August 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

August 6, 2015

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

From: Justin Nickel
Director of Public Works

Re: Agreement – Fox Engineering for engineering services for WPCP Biogas Generator (52015014)

Policy Issue: City policy requires Governing Body approval of Agreements when consideration exceeds \$35,000.

Recommendation: Staff recommends approving the Agreement with Fox for design and procurement of the Caterpillar 398 biogas generator replacement project for a fee not to exceed \$74,900. Fox's services include engineering design and procurement bidding. The improvements consist of installation of a new biogas generator to replace the Caterpillar 398.

Background: The existing generator has reached the end of its useful life. Fox performed a study on rebuild or replacement options. This design contract will procure a new generator and design the improvements around this new piece of equipment.

Budget Impact: The project will be funded with enterprise funds from the Water Pollution Control Plant.

Attachment: Agreement.

cc: Randy Wetmore, City Administrator

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



CITY OF MARSHALLTOWN, IOWA

PUBLIC WORKS DEPARTMENT

**STANDARD AGREEMENT
FOR
ENGINEERING SERVICES**

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

WITNESSETH:

WHEREAS, the Owner wishes to employ the Engineer to perform professional engineering services on the WPCP Biogas Engine Replacement project – Number 52015014. These services include providing engineering design, procurement bidding, construction documents, and construction related services for the replacement of the Caterpillar 398 biogas cogeneration engine at the Water Pollution Control Plant (WPCP) located in the City of Marshalltown. The improvements will include installation of a new biogas cogeneration engine to replace the Caterpillar 398 (the Project); and, WHEREAS, the Owner requires certain engineering services in connection with the Project (the Services);

and,

WHEREAS, the Engineer is prepared to provide the Services;

NOW THEREFORE, in consideration of the promises contained in this Agreement, the Owner and Engineer agree to the following:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be _____, 2015.

ARTICLE 2 - GOVERNING LAW

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

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform the Services described in Exhibit A, Scope of Services, in accordance with applicable sections of the City of Marshalltown Storm and Sanitary Sewer Specifications and the Iowa Department of Natural Resources Wastewater Facilities Design Standards, which attachment is made part of this Agreement.

ARTICLE 4 - COMPENSATION

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

ARTICLE 5 – OWNER’S RESPONSIBILITIES

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

ARTICLE 6 - SUPPLEMENTAL AGREEMENTS

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

ARTICLE 7 - PROJECT SCHEDULE

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

ARTICLE 8 - STANDARD OF CARE

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

ARTICLE 9 - INDEMNIFICATION AND INSURANCE

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

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

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

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

The insurance coverages are as follows:

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

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

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

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

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

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 12 - REUSE OF DOCUMENTS

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

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

ARTICLE 14 - TERMINATION

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

ARTICLE 15 - DELAY IN PERFORMANCE

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

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

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

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

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

ARTICLE 16 - COMMUNICATIONS

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

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

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

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

ARTICLE 17 - WAIVER

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

ARTICLE 18 - SEVERABILITY

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

ARTICLE 19 - INTEGRATION

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

ARTICLE 20 - SUCCESSORS AND ASSIGNS

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

ARTICLE 21 - ASSIGNMENT

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

ARTICLE 22 - THIRD PARTY RIGHTS

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

ARTICLE 23 – RELATIONSHIP OF PARTIES

Nothing contained herein shall be construed to hold or to make the Owner a partner, joint venturer, or associate of Engineer, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that

Contract No. _____
Project No. 52015014

the relationship between the parties hereto is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

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

James Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Date

Engineer

By: Keith Hobson, P.E., President
FOX Engineering Associates, Inc.

**EXHIBIT A
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Marshalltown, Iowa
Engineer: FOX Engineering Associates, Inc.
Project Number & Name: 52015014 – WPCP Biogas Engine Replacement

Engineer's Scope of Services

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

PART 1 – BASIC SERVICES

The project is specifically defined below:

The WPCP Biogas Engine Replacement project will consist of the procurement bid and installation of a new 300-350 kW biogas cogeneration engine to produce electricity and heat using biogas from the anaerobic digesters or natural gas. This engine is intended to replace the Caterpillar 398 that is currently inoperable. It is intended that the new machine will be installed in the same general vicinity as the 398. Project includes the incorporation of the new machine's electrical and heat rejection output into the plant's existing systems. Work includes:

- Heating system supply/return piping and valves
- Exhaust piping, muffler and insulation, including exhaust system drains as needed.
- Fuel supply piping and accessories, natural gas and biogas.
- Electrical main power output and auxiliary power inputs.
- Electrical control circuits for engine/controller, as needed.
- Verify and adjust existing equipment/controls and settings (genset controller network, plant PLC/SCADA, generator paralleling, main switchgear circuit breaker settings, paralleling switchgear controls, and Schweitzer relay settings).
- Modifications to the roof as part of the removal of the existing 398 and to accommodate the exhaust system of the new machine.
- Modifications to the Compressor Building to allow removal of the 398 and installation of the new machine.
- Verify and adjust support for the new machine.

After the procurement bidding and selection of a single manufacturer/configuration, detailed shop drawings will be required from the winning bidder. Once the shop drawings have been reviewed and accepted, the final design will be completed to bid the installation of the new equipment. It is anticipated that a minimum of two (2) manufacturers, and up to five (5), will be approved to submit a procurement bid.

It is not anticipated, or included, that an evaluation of the hot water heating system control and loop will be needed. It is intended that the new equipment be specified to work with the current control scheme and cooling loop configuration and capacity.

A1.01 Study and Report Phase

- A. Previously completed. See report dated May 20, 2015.

A1.02 Preliminary Design Phase – Task 410

A. After selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
2. Attend design review meetings once a month, take and distribute minutes. Hold a design review conference call about two (2) weeks from the in-person review meeting each month, take and distribute minutes.
3. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories that comprise Total Project Costs.
4. Furnish one electronic (PDF) review copy of the Preliminary Design Phase documents and any other deliverables to Owner.
5. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner an electronic copy of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

A1.03 Procurement Design Phase – Task 420

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by the Manufacturer. If appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute. The Bidding and Contract Documents shall use the EJCDC documents.
2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.
4. Perform or provide the following additional Procurement Design Phase tasks or deliverables:
 - a. Services to make measured drawings of and to investigate existing conditions of the existing 398 cogeneration area dimensions and elevations.
5. Attend design review meetings once a month, take and distribute minutes. Hold a design review conference call about two (2) weeks from the in-person review meeting each month, take and distribute minutes.
6. Prepare Bidding Documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Furnish one (1) electronic (PDF) review copy of the Bidding Documents and any other deliverables to Owner.
7. Revise the Bidding Documents in accordance with comments and instructions from the Owner, as appropriate, and submit three (3) final copies and an electronic (PDF) copy of the Bidding Documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner.

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

A1.04 Procurement Bidding Phase – Task 440

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

1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and receive and process deposits or charges for the Bidding Documents.
2. Distribute plans, specifications and bid documents to prospective bidders in accordance with Iowa Code. FOX will use an electronic plan service for distribution of an unlimited number of contract documents. Hard copies will be provided at no charge to those unable to use the electronic method of distribution.
3. Receive and respond to contractor questions and prepare clarification or additional language for addendum, if necessary.
4. Provide information or assistance needed by Owner in the course of any negotiations with prospective bidders.
5. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

B. The Procurement Bidding or Negotiating Phase will be considered complete upon award of the procurement contract.

A1.05 Final Design Phase – Task 421

A. After award of the procurement contract, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute. The Bidding and Contract Documents shall use the EJCDC documents.
2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.
4. Perform or provide the following additional Final Design Phase tasks or deliverables:
 - a. Prepare IDNR construction permit application documents and assist OWNER in obtaining necessary permit(s).
 - b. Prepare IDNR air permit application documents and assist Owner in obtaining necessary permit(s). Air permit modeling is NOT included.
 - c. Review shop drawing(s) from the awarded manufacturer of equipment.
 - d. A Storm Water Pollution Prevention Permit is not anticipated to be necessary on this project.
5. Attend design review meetings once a month, take and distribute minutes. Hold a design review conference call about two (2) weeks from the in-person review meeting each month, take and distribute minutes.
6. Prepare Bidding Documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Furnish an electronic (PDF) review copy of the Bidding Documents and any other deliverables to Owner.

7. Revise the Bidding Documents in accordance with comments and instructions from the Owner, as appropriate, and submit three (3) final copies and one (1) electronic (PDF) copy of the Bidding Documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner.

B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A1.05.A.6 have been delivered to Owner.

A1.06 Construction Bidding Phase – Task 441 – To Be Determined

A1.07 Construction Phase – Task 600 and Task 700 (RPR) – To Be Determined

A1.08 Post-Construction Phase – Task 690 – To Be Determined

PART 2 -- ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

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

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

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

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

4. Services resulting from Owner's request to evaluate additional alternative solutions or equipment beyond those identified in the scope of work of the Standard Agreement.

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

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

7. Perform and prepare modeling for an application for an IDNR air permit.

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

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

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
2. Services resulting from significant delays, changes, or price increase occurring as a direct or indirect result of materials, equipment, or energy shortages.
3. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
4. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.

(End of Exhibit A)

**EXHIBIT B
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Marshalltown, Iowa
Engineer: FOX Engineering Associates, Inc.
Project Number & Name: 52015014 – WPCP Biogas Engine Replacement

COMPENSATION - Payments to ENGINEER for Services and Reimbursable Expenses

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

B1.01 Compensation For Basic Services

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

1. Fees in the amount of \$74,900.00 (*w/o air permit modeling) on the following assumed distribution of compensation:

Task 410 – Preliminary Design Phase	fixed fee	\$13,700.00
Task 420 – Procurement Design Phase	fixed fee	\$22,400.00
Task 440 – Procurement Bidding Phase Services	fixed fee	\$5,800.00
Task 421 – Final Design Phase	fixed fee	\$33,000.00
* IDNR Air Permit Modeling	hourly est	\$10,000.00

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total compensation amount unless approved in writing by the Owner.
3. The portion of the Fixed Fee amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Fixed Fee.
4. Hourly rates for each classification are as defined by the Engineer's rate schedule, see 2015 Fee Schedule. Hourly charge rates are subject to adjustment annually on January 1. Overtime, when authorized by the Owner, will be billed at the normal hourly rate times the rates listed (non-engineer time only).
5. Reimbursable charges will be considered the amount of actual costs of expenses or charges, including such items as staking materials, equipment rental, equipment hourly charges, mileage, reproduction, and similar project related expenses.

B1.04 Compensation Procedures

- A. Payments shall be made monthly in amounts which are consistent with the amount of engineering services provided, as determined by the Engineer.
- B. The entire amount of each statement shall be due and payable upon receipt by the Owner.
- C. It is understood and agreed:
- a. That the Engineer shall start the performance of the Services within 10 days of receipt of a notice to proceed and shall complete the work in accordance with the contract times set forth in the Exhibit E, Project Schedule.

- b. That the Engineer shall keep records on the basis of generally accepted accounting practice of costs and expenses which records shall be available for inspection at all reasonable times.

(End of Exhibit B)



2015 Fee Schedule

<u>Staff Category</u>	<u>Hourly Billing Rate</u>
Engineer	\$107.00
Project Engineer	\$134.00
Senior Project Engineer	\$145.00
Project Manager	\$155.00
Senior Project Manager	\$193.00
Principal	\$220.00
Engineering Technician I	\$74.00
Engineering Technician II	\$84.00
Engineering Technician III	\$94.00
Engineering Technician IV	\$109.00
Engineering Technician V	\$125.00
Administrative Assistant I	\$64.00
Administrative Assistant II	\$79.00

Hourly billing rates include salary costs, normal employee benefits, overhead, profit, and general office expenses such as telephone, facsimile, photocopy, word processing, postage, and basic supplies.

Listed rates are effective through December 31, 2015.

BILLABLE EXPENSES: Billable expenses include specialty vehicles (\$0.65/mile) and use of personal vehicles (at current IRS rate). A listing of all billable expense charges is available as applicable.

REIMBURSABLE EXPENSES: Reimbursable expenses include costs for meals and lodging when overnight stay is required for the project, costs for special mailing/printing, costs for materials and supplies purchased for specific use on the project, and costs of outside consultants used on the project.

**EXHIBIT C
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Marshalltown, Iowa
Engineer: FOX Engineering Associates, Inc.
Project Number & Name: 52015014 – WPCP Biogas Engine Replacement

Owner's Responsibilities

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

A. Make available to the Engineer all records, reports, maps, and other data pertinent to provision of the services required under this contract.

B. Examine all plans, specifications and other documents submitted by the Engineer and render decisions promptly to prevent delay to the Engineer.

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

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

D. Issue notices to the Engineer for each phase of the design services.

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

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

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

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

H. Provide, as required for the Project:

1. Placement and payment for advertisement for Bids in appropriate publications.
2. Reimburse Engineer for production and shipping costs associated with providing plans and specifications to prospective bidders, including electronic distribution.
3. Pay for, or reimburse Engineer, for permit application fees.

- I. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- J. Attend the pre-bid conference, bid opening, pre-construction conferences (if any), construction progress and other job related meetings, and Substantial Completion and final payment inspections.

(End of Exhibit C)

**EXHIBIT D
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Marshalltown, Iowa
Engineer: FOX Engineering Associates, Inc.
Project Number & Name: 52015014 – WPCP Biogas Engine Replacement

Supplemental Agreements

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

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

**EXHIBIT E
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Marshalltown, Iowa
Engineer: FOX Engineering Associates, Inc.
Project Number & Name: 52015014 – WPCP Biogas Engine Replacement

Project Schedule

Owner and Engineer recognize that the schedule is critical to the completion of the project and that Owner may suffer financial loss if the work is not completed within the times stipulated herein, plus any extensions thereof. Accordingly, Engineer has established time intervals, in calendar days, for submittals at various stages of the project as detailed below. As each actual submittal date occurs, Engineer shall meet with Owner to discuss the progress of the work and the actual submittal date shall be documented. If project is behind schedule, the reason shall be recorded. Engineer shall not be responsible for the time required by Owner's representative to review Engineer's submittal. When review is complete, Owner shall, in writing, authorize Engineer to proceed to the next submittal date. After final submittal date, Engineer and Owner shall meet to evaluate Engineer's performance with regard to design schedule. An Engineer's Project Performance Evaluation form shall be completed and acknowledged by both Owner and Engineer. Completed form shall be retained by Owner for a period of five years and reviewed prior to consultant selection for City projects. Past performance shall be accounted for on the evaluation sheet used to rank consultants during the interview process.

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

Engineer will submit to the City progress reports at monthly intervals in conformity with the official project schedule. Engineer will make plan submissions to Owner based on the following schedule:

ITEM	DATE	COMMENTS
Project Initiation	Sept 2015	
Preliminary Design	Sept-Oct 2015	WEFTEC review
Procurement Design	Oct-Nov 2015	Site visits for final selection
Procurement Bidding	Dec 2015-Jan 2016	Bid opening early-mid Jan
Equipment Shop Drawing	Feb-April 2016	Detailed shop drawings from equipment vendor to be submitted
Final Design	May-June 2016	
IDNR Permit Review	July-Aug 2016	
Construction Bidding	Sept 2016	
Construction	Oct 2016-Feb 2017	
Post-Construction	Mar 2017-Feb 2019	

**EXHIBIT F
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Marshalltown, Iowa
Engineer: FOX Engineering Associates, Inc.
Project Number & Name: 52015014 – WPCP Biogas Engine Replacement

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

The Agreement is supplemented to include the following agreement of the parties:

1.01 Resident Project Representative

A. Engineer shall furnish a Resident Project Representative (“RPR”), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.

B. Through such additional observations of Contractor’s work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor’s work in progress, supervise, direct, or have control over the Contractor’s Work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor’s work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor’s performing and furnishing the Work, or responsibility of construction for Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in section A.1.05 of Exhibit A of the Agreement are applicable.

C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR is Engineer’s agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions. RPR’s dealings in matters pertaining to the Contractor’s work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary. RPR’s dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. *Liaison:*

a. Serve as Engineer’s liaison with Contractor, working principally through Contractor’s superintendent, assist in providing information regarding the intent of the Contract Documents.

b. Assist Engineer in serving as Owner’s liaison with Contractor when Contractor’s operations affect Owner’s on-Site operations.

c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

6. *Shop Drawings and Samples:*

a. Record date of receipt of Samples and approved Shop Drawings.

b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

8. *Review of Work and Rejection of Defective Work:*

a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. *Inspections, Tests, and System Startups:*

a. Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

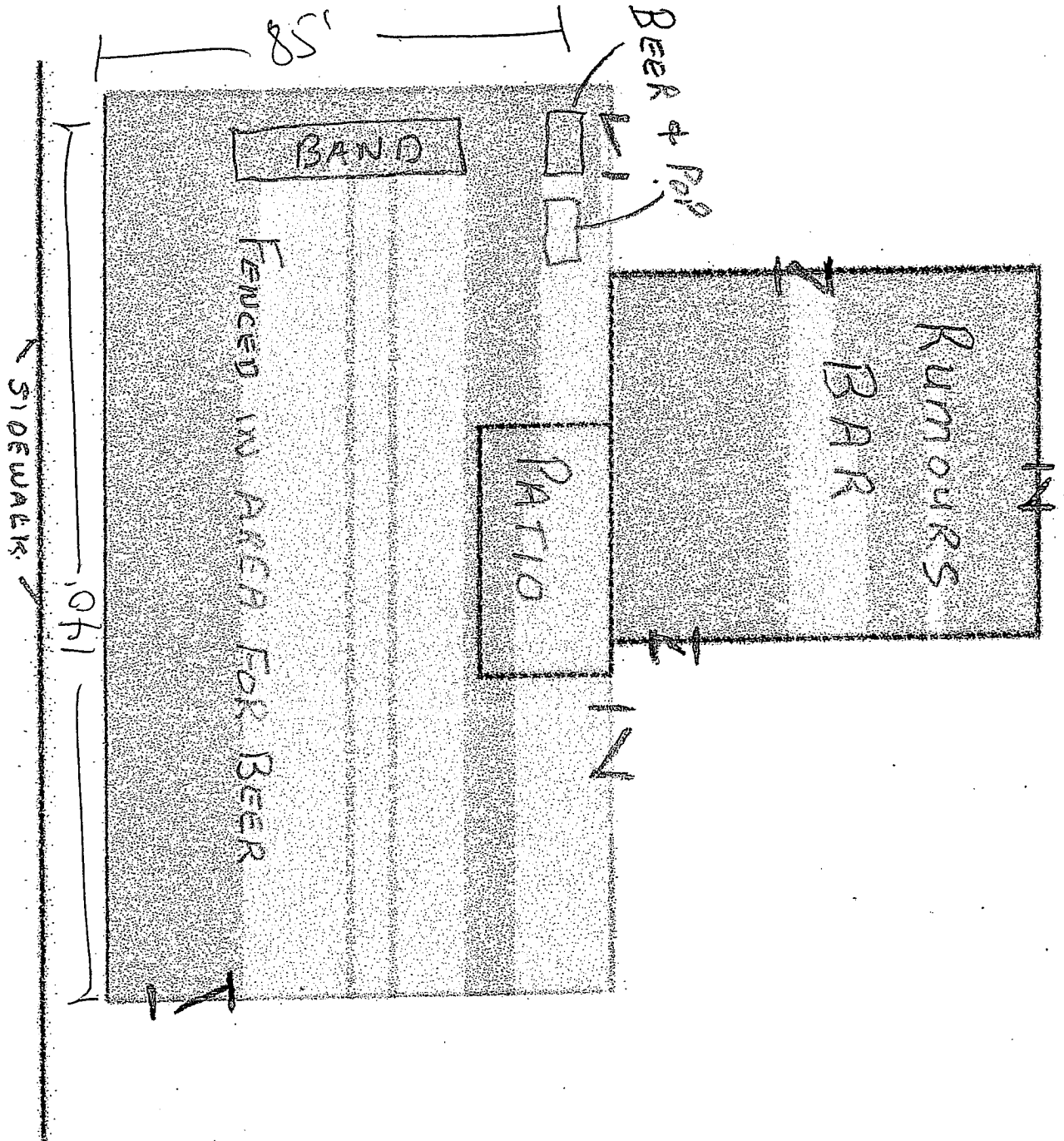
14. *Completion:*

- a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

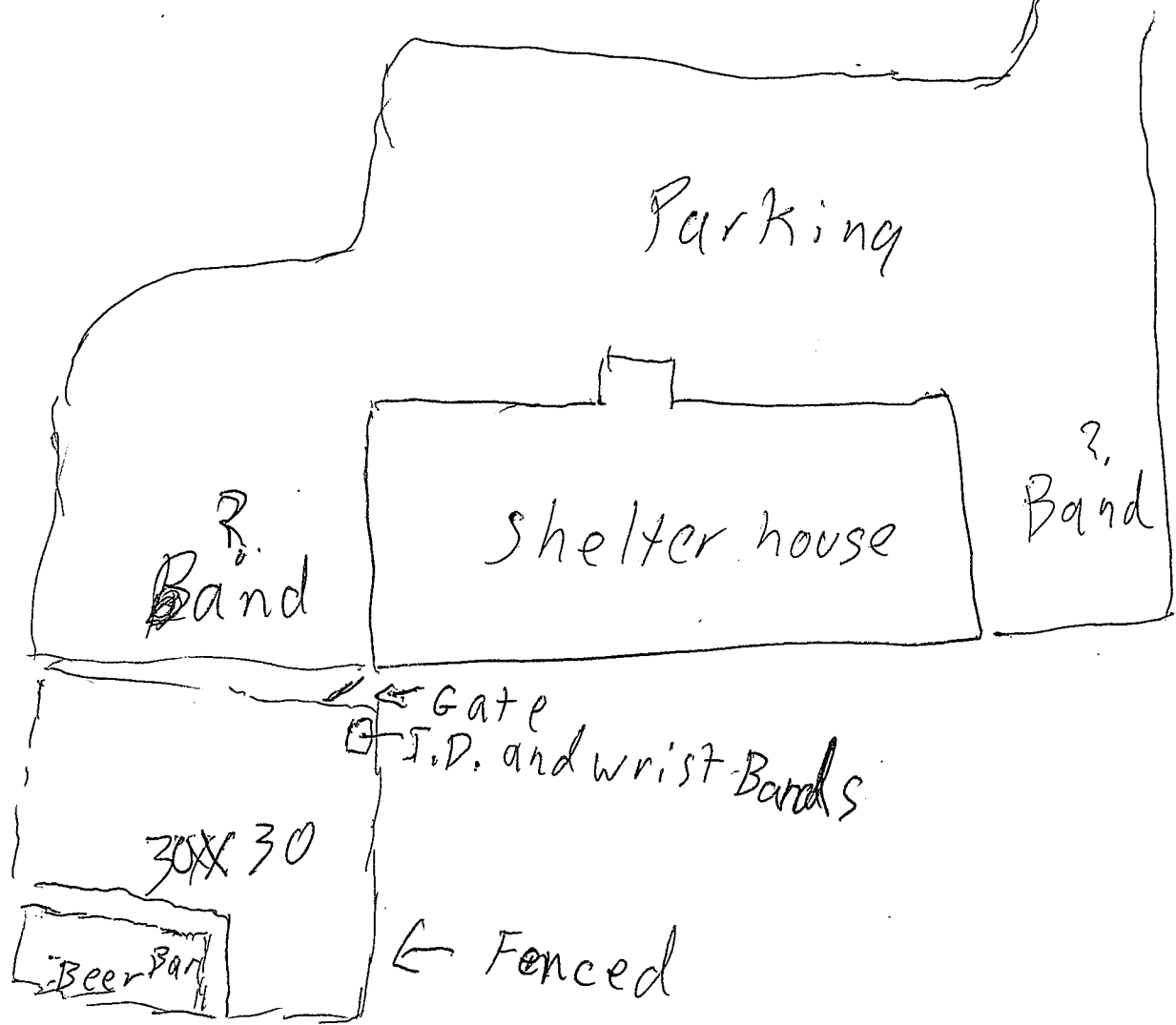
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

NORTH



12TH AVE.

8/29/15 Rumours
Outdoor Service expansion



Or other side Near Band

Aug 28 and 29

The Gathering spot

209 E Main

641-751-0714

Roger
anewer

TWJW

SET HEARING ON PROPOSED 2015
AMENDMENT TO PLAN FOR URBAN
REVITALIZATION AREA NO. 3

422742-21

Marshalltown, Iowa

August 24, 2015

A meeting of the City Council of the City of Marshalltown, Iowa was held at 5:30 o'clock p.m., at the Council Chambers, in the City, on August 24, 2015. The Mayor presided and the roll was called, showing members present and absent as follows:

Present: _____

Absent: _____.

The Council took up and considered a proposed amendment to the revitalization plan for the Marshalltown Urban Revitalization Area No. 3 to add alternative tax abatement schedules. Council Member _____ moved the adoption of the resolution providing for notice of hearing on the proposed amendment. The motion was seconded by Council Member _____, and passed by record vote as follows:

Ayes: _____

Nays: _____.

The Mayor declared the resolution adopted as follows:

RESOLUTION NO. _____

Resolution providing for notice of hearing on proposed 2015 amendment to the revitalization plan for 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

WHEREAS, pursuant to the provisions of the Code, before making changes to the plan for the Urban Revitalization Area, the City must hold a public hearing thereon and otherwise comply with the procedures set forth in the Code; and

WHEREAS, an amendment to the plan (the "Plan Amendment") for the Urban Revitalization Area has been prepared and presented to the City Council which would add alternative tax abatement schedules; and

WHEREAS, the Plan Amendment is in a form as set forth in Exhibit A attached hereto and by this reference made a part hereof;

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

Section 1. It is hereby found and determined that the Plan Amendment has been prepared in accordance with the provisions of the Code.

Section 2. This Council will meet at 5:30 o'clock p.m., on the 14th day of September, 2015, at the Council Chambers, in the City, at which time and place it will conduct a public hearing on the Plan Amendment.

Section 3. The City Clerk is hereby authorized and directed to give notice of such hearing as required by the provisions of the Code by publication once, in a newspaper published at least once weekly and having general circulation in the City, not less than seven nor more than twenty days before the date on which the hearing will be held.

Section 4. Such notice shall be in the form substantially, as follows:

NOTICE OF PUBLIC HEARING ON AN AMENDMENT TO THE PLAN FOR
THE MARSHALLTOWN URBAN REVITALIZATION 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 Urban Revitalization Plan for the Marshalltown Urban Revitalization Area No. 3, which proposes to add alternative tax abatement schedules to the Plan, including 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, Marshalltown, 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 Revitalization Plan.

At the public hearing any person having an interest in the matter may appear and be heard for or against the adoption of the Amendment to the Urban Revitalization Plan.

Published by order of the City Council of the City of Marshalltown, Iowa.

Shari Coughenour
City Clerk

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved August 24, 2015.

Mayor

Attest:

City Clerk

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%”

.....

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

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 ____ day of _____, 2015.

City Clerk

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

STATE OF IOWA
COUNTY OF MARSHALL SS:
CITY OF MARSHALLTOWN

I, the undersigned, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the above and foregoing is a true, correct and complete copy of the minutes of a meeting of the City Council, held as therein shown, insofar as such minutes pertain to a proposed amendment to the plan for the Marshalltown Urban Revitalization Area No. 3, including a true, correct and complete copy of the resolution referred to in said minutes.

WITNESS MY HAND this ____ day of _____, 2015.

City Clerk

August 21, 2015

Shari Coughenour
City Clerk/City Hall
24 North Center Street
Marshalltown, Iowa 50158

Re: Marshalltown Revitalization Area No. 3 2015 Amendment
Our File No. 422742-21

Dear Shari:

I have prepared and enclose a resolution setting a date for a hearing on the proposal to adopt an amendment to the revitalization plan for the Marshalltown Urban Revitalization Area No. 3 to add three tax abatement schedules.

The proceedings enclosed include the following items:

1. Resolution setting date for hearing. Included as part of the resolution is the notice, which must be published once in a newspaper published at least once weekly and of general circulation in the City, not less than seven nor more than twenty days before the date on which the hearing is held.
2. The 2015 Amendment to the Urban Revitalization Plan is shown as Exhibit A to the Resolution.
3. Certificate with respect to publication of the notice.
4. Certificate with respect to the transcript.

Please contact me if you have any questions.

Sincerely,

Robert E. Josten

Cc by email: Randy Wetmore
Roger Schoell

Rev

2015 AMENDMENT TO URBAN
RENEWAL PLAN/AREA NO. 2 AND
APPROVE TIG DEVELOPMENT
AGREEMENT

422742-15

Marshalltown, Iowa

August 24, 2015

The City Council of the City of Marshalltown, Iowa, met on August 24, 2015, at 5:30 o'clock, p.m., at the Council Chambers, in the City, for the purpose of conducting a public hearing on a proposed urban renewal plan amendment. The Mayor presided and the roll being called, the following members of the Council were present and absent:

Present: _____

Absent: _____

It was reported that notice of the intention of the Council to conduct a public hearing on the 2015 Amendment to the urban renewal plan for the Marshalltown Urban Renewal Area No. 2, including revisions to the City's development agreement with TIG Distributing, Inc., had been published according to law and as directed by the Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the Council.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

(Here list all persons presenting written or oral statements or evidence and summarize each presentation.)

There being no further objections, comments, or evidence offered, the Mayor announced the hearing closed.

Affidavit of Publication

STATE OF IOWA,
Marshall County, ss.

City of Marshalltown
Notice of Public Hearing on 2015 amendment to urban
renewal plan in Marshalltown Urban Renewal Area No. 2
August 24

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

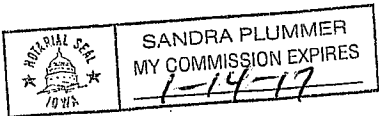
consecutive weeks on the days and dates as follows, to-wit:
Aug. 5, 2015

Statutory fees for publishing said notice are:
19.36

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



PUBLIC NOTICE
NOTICE OF PUBLIC HEARING
ON 2015 AMENDMENT TO
URBAN RENEWAL PLAN IN
MARSHALLTOWN URBAN
RENEWAL AREA NO. 2

Notice is Hereby Given: That
at 5:30 o'clock p.m., at the
Council Chambers, Marshall-
town, Iowa, on the 24th day of
August, 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. 2 to amend the
description of an urban renewal
project approved on December
9, 2013, related to the use of
incremental property tax reve-
nues to finance infrastructure
improvements in an amount not
to exceed \$490,000, in connec-
tion with the construction of a
commercial building by TIG Dis-
tributing, Inc. to be located in
the Marshalltown Industrial
Park. The amendment in-
creases the amount of incre-
mental property tax revenues to
\$525,000, including authoriza-
tion for TIF rebate payments to
TIG Distributing, Inc. in the
amount of \$33,000.

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 objec-
tions or comments and may be
heard with respect to the sub-
ject matter of the hearing.

Shari Coughenour
City Clerk
-----19603

Council Member _____ moved the adoption of a resolution entitled "A Resolution to approve 2015 Urban Renewal Plan Amendment for the Marshalltown Urban Renewal Area No. 2 and to approve Development Agreement with TIG Distributing, Inc.", seconded by Council Member _____. After due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted and signed approval thereto.

RESOLUTION NO. _____

A resolution to approve 2015 Urban Renewal Plan Amendment for the Marshalltown Urban Renewal Area No. 2 and to approve Development Agreement with TIG Distributing, Inc.

WHEREAS, the City Council of the City of Marshalltown, Iowa (the "City") has created the Marshalltown Urban Renewal Area No. 2 (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, in accordance with Chapter 403 of the Code of Iowa, the City published notice, held a public hearing on December 9, 2013 and approved the 2013 Amendment to the Urban Renewal Plan for the Urban Renewal Area, which included authorization to spend tax increment revenues in the amount of \$425,000 in connection with the construction of a commercial building by TIG Distributing, Inc.(the "Company"); and

WHEREAS, it has been determined that it will be necessary to spend tax increment revenues in the amount of \$525,000 and to add provisions for \$33,000 in tax increment rebate payments in a development agreement with the Company (the "TIG Development Agreement"); and

WHEREAS, notice of a public hearing by the City Council of the City on the proposed urban renewal plan amendment for the Urban Renewal Area, including the rebate payments to the Company, was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the Council has conducted said hearing; and

WHEREAS, copies of the urban renewal plan amendment, notice of public hearing and notice of a consultation meeting with respect to the urban renewal plan amendment were sent to Marshall County and the Marshalltown Community School District; the consultation meeting was held on August 6, 2015; and responses to any comments or recommendations received following the consultation meeting were made by the City as required by law;

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

Section 1. It is hereby determined by this City Council as follows:

A. The 2015 Amendment to the Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 2 conforms to the general plan of the City;

B. The proposed increase in tax increment revenues for infrastructure improvement project described in the 2015 Amendment to the Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 2 and the addition of authorization for a TIF rebate agreement with the Company are necessary and appropriate to facilitate the proper

growth and development of the City in accordance with sound planning standards and local community objectives.

Section 2. The 2015 Amendment to the Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 2, attached hereto and made a part hereof, is hereby in all respects approved.

Section 3. The Council further finds that a public purpose will reasonably be accomplished by entering into the TIG Development Agreement and providing the \$33,000 in economic development payments to TIG Distributing, Inc.

Section 4. The TIG Development Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the TIG Development Agreement on behalf of the City, in substantially the form and content in which the TIG Development Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the TIG Development Agreement.

Section 5. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property described as follows:

Three acres: The West 237.6 feet of the East 602.6 feet of the South 630.0 feet of the Southeast Quarter of the Southeast Quarter of Section 36, Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa, except the south 80 feet thereof; and

14.16 acres, described as Parcel "C":

PARCEL "C" LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 84 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED AS LOT 6, BLOCK 2 OF THE M.I.P. 4th ADDITION TO MARSHALL IN DOCUMENT NO. 6917-1977-8 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA; THENCE, N0°08'35" W 43.36'; THENCE, NORTHWESTERLY 96.91' ALONG THE ARC OF A 100.82' RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING OF N27°39'31" W AND A CHORD DISTANCE OF 93.22'; THENCE, N 54°56'45" W 125.82'; THENCE, NORTHWESTERLY 154.16' ALONG THE ARC OF A 540.16' RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING OF N 46°46'14" W AND A CHORD DISTANCE OF 153.64'; THE AFORESAID ALL ALONG THE EAST LINE OF SAID LOT 6; THENCE, N 49°47'19" E 80.16' ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SOUTH 14TH AVENUE, AS PRESENTLY ESTABLISHED TO THE SOUTHWESTERLY LINE OF A CERTAIN PARCEL OF LAND DESCRIBED AS LOT 1, M.I.P. 6TH ADDITION TO MARSHALL IN DOCUMENT NO. 9921928 IN THE OFFICE

OF THE RECORDER, MARSHALL COUNTY, IOWA; THENCE, SOUTHEASTERLY 134.35' ALONG SAID SOUTHWESTERLY LINE AND THE ARC OF A 460.00' RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING OF S 46°37'40"E AND A CHORD DISTANCE OF 133.87'; THENCE, N 0°50'25"W 537.20' ALONG THE EAST LINE OF THE WEST 200' OF SAID LOT 1; THENCE, N 89°13'02"E 387.24' ALONG SOUTH LINE OF A CERTAIN PARCEL OF LAND DESCRIBED AS LOT 1, M.I.P. 2ND ADDITION TO MARSHALL AND RECORDED IN BOOK 7, PAGE 776 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA TO THE WEST LINE OF A CERTAIN PARCEL OF LAND DESCRIBED AS LOT 2, M.I.P. 2ND ADDITION TO MARSHALL AS RECORDED IN BOOK 7, PAGE 776 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA; THENCE, S0°40'19" E 110.00' ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE, N89°18'39"E 830.50' ALONG THE SOUTH LINE OF SAID LOT 2 TO THE SOUTHWEST CORNER OF SAID LOT 2 AND THE WEST RIGHT OF WAY LINE OF 18TH AVENUE, AS PRESENTLY ESTABLISHED; THENCE, S0°46'25"E 59.52' ALONG SAID WEST RIGHT OF WAY LINE TO THE NORTH LINE OF THE SOUTH 630.00' OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36; THENCE, S89°28'25"W 452.69' ALONG SAID NORTH LINE TO THE WEST LINE OF THE EAST 602.60' OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36; THENCE, S0°46'49"E 549.75' ALONG SAID WEST LINE TO THE NORTH LINE OF THE SOUTH 80.00' OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36; THENCE, N89°30'36"E 237.62' ALONG SAID NORTH LINE TO THE WEST LINE OF THE EAST 365.00' OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36; THENCE, S0°28'12"E 80.03' ALONG SAID WEST LINE TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36; THENCE, S89°31'46"W 914.87' ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. PARCEL "C" CONTAINS 14.16 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

(the "TIG Distributing Subfund").

Section 6. The City hereby pledges to the payment of the Agreement the TIG Distributing Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund.

Section 7. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Marshall County to evidence the continuing pledging of the TIG Distributing Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 8. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved August 24, 2015.

Mayor

Attest:

City Clerk

MARSHALLTOWN URBAN RENEWAL AREA NO. 2

2015 AMENDMENT URBAN RENEWAL PLAN

August, 2015

The Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 2 (the "Urban Renewal Area") is hereby amended in accordance with the provisions of Chapter 403 of the Code of Iowa, to give updated information about an urban renewal project that is proposed to be undertaken in the Urban Renewal Area.

On December 9, 2013, the Marshalltown City Council held a hearing and approved the 2013 Amendment to the Urban Renewal Plan for the Urban Renewal Area, which described a project involving the use of incremental property tax revenues to finance certain infrastructure improvements, in an amount not to exceed \$425,000, in connection with the construction of a commercial building by TIG Distributing, Inc., to be located in the Marshalltown Industrial Park.

It has been determined that it will be necessary, and the Urban Renewal Plan is hereby amended, to authorize increasing the amount of incremental property tax revenues to \$525,000, including authorization for TIF rebate payments to TIG Distributing, Inc. in the amount of \$33,000.

The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Outstanding general obligation debt of the City	\$28,370,000
Constitutional debt limit of the City:	\$65,500,000
Proposed debt to be incurred in Urban Renewal Area:	\$525,000

• • • •

Upon motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTY OF MARSHALL
CITY OF MARSHALLTOWN

SS:

I, the undersigned, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City of Marshalltown, and that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with approving the 2015 Amendment to the urban renewal plan for the Marshalltown Urban Renewal Area No. 2.

WITNESS MY HAND this ____ day of August, 2015.

City Clerk

August 20, 2015

Shari Coughenour
City Clerk/City Hall
24 North Center Street
Marshalltown, Iowa 50158

Re: 2015 Amendment to Marshalltown Urban Renewal Area No. 2
Our File No. 422742-15

Dear Shari:

Enclosed are proceedings for use by your City Council at their meeting on August 24 to hold a public hearing and adopt a resolution to approve the 2015 Amendment to the urban renewal plan for the Marshalltown Urban Renewal Area No. 2 and to approve the revised development agreement with TIG Distributing, Inc.

We will appreciate receiving executed copies of these proceedings as soon as they are available. Please contact me if you have any questions.

Very truly yours,

Robert E. Josten

Cc by email: Randy Wetmore
Roger Schoell



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	<u>1/4 MILE S OF OLIVE ST</u> <u>500' S OF E ANSON ST</u>	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



Trow
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

22aw

#2015-__

RESOLUTION CALLING FOR SUBMISSION TO THE VOTERS 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 in order to provide better library service; and

WHEREAS citizens have petitioned to submit this matter to the voters; and

WHEREAS the Council so moves to submit the issue to the voters, and the Council so moves by this Resolution.

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

Taser

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

PROJECT TIMELINE FOR RESOLUTIONS AND PUBLICATIONS

1 Project Name: 76015011 (most public hearing notice deadlines are minimum publication 4 days clear)

2 Project Number: S 18TH AVE IMPROVEMENTS PUBLICATION DATES

3 TIF funds used? (yes/no) NO

No - go to line 6

4 Public hearing date: Public Hearing Notice to TR before SPM on date: #####

5 Resolution Approving TIF / Internal Loan Fund not before 20 days #####
within 4 days #####

RESOLUTIONS: **DATES:**

6 Order Construction 9/14/2015

7 Plans & Specs w/ hearing & Notice to Bidders 9/28/2015
 Plans Spec Notice to TR before date: Friday, September 18, 2015
not before 20 days Tuesday, September 08, 2015
within 4 days #####

8 Bids Due 10 AM Tuesday, October 06, 2015
 Bid Notice to TR before date: Monday, September 28, 2015
not before 20 days Wednesday, September 16, 2015
within 4 days Thursday, October 01, 2015

9 Accept Bid 10/12/2015

10 Award Contract 10/26/2015

T/R	PUBLICATION DATE	DEADLINE BY 5:00 PM
	MONDAY	WEDNESDAY
	TUESDAY	THURSDAY
	WEDNESDAY	FRIDAY
	THURSDAY	MONDAY
	FRIDAY	TUESDAY
	SATURDAY	WEDNESDAY
	SUNDAY	WEDNESDAY



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 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

PROJECT TIMELINE FOR RESOLUTIONS AND PUBLICATIONS

(most public hearing notice deadlines are minimum publication 4 days clear)

1	Project Name:	66013008
2	Project Number:	SE SOUTH ST EXTENSION
3	TIF funds used? (yes/no)	NO
4	No - go to line 6	
5	Public hearing date: Resolution Approving TIF / Internal Loan Fund	Public Hearing Notice to TR before 5PM on date: ##### not before 20 days ##### within 4 days #####
6	Order Construction	9/14/2015
7	Plans & Specs w/ hearing & Notice to Bidders	Plans Spec Notice to TR before date: Friday, September 18, 2015 not before 20 days ##### within 4 days #####
8	Bids Due 10 AM	Tuesday, October 06, 2015 Bid Notice to TR before date: Monday, September 28, 2015 not before 20 days ##### within 4 days Thursday, October 01, 2015
9	Accept Bid	10/12/2015
10	Award Contract	10/26/2015

T/R	PUBLICATION DATE	DEADLINE BY 5:00 PM
	MONDAY	WEDNESDAY
	TUESDAY	THURSDAY
	WEDNESDAY	FRIDAY
	THURSDAY	MONDAY
	FRIDAY	TUESDAY
	SATURDAY	WEDNESDAY
	SUNDAY	WEDNESDAY



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





FINANCE DEPARTMENT

James L. Lowrance, Mayor
Randy A. Wetmore,
City Administrator
Brian DeMoss, City Treasurer
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

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

From: Finance Department

Re: Request for Proposals – Financial Software

Date: August 24, 2015

Included in the fiscal year 16 and 17 CIP budget are funds to purchase new financial software. At this time, the technology committee has prepared a request for proposals for the financial software purchase. The proposals are due October 6, 2015 and the technology committee will then review the proposals. Thereafter the technology committee and City staff members will review /demo acceptable software to make a final recommendation to the Council.

cc: Randy Wetmore, City Administrator

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

Marshalltown



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.

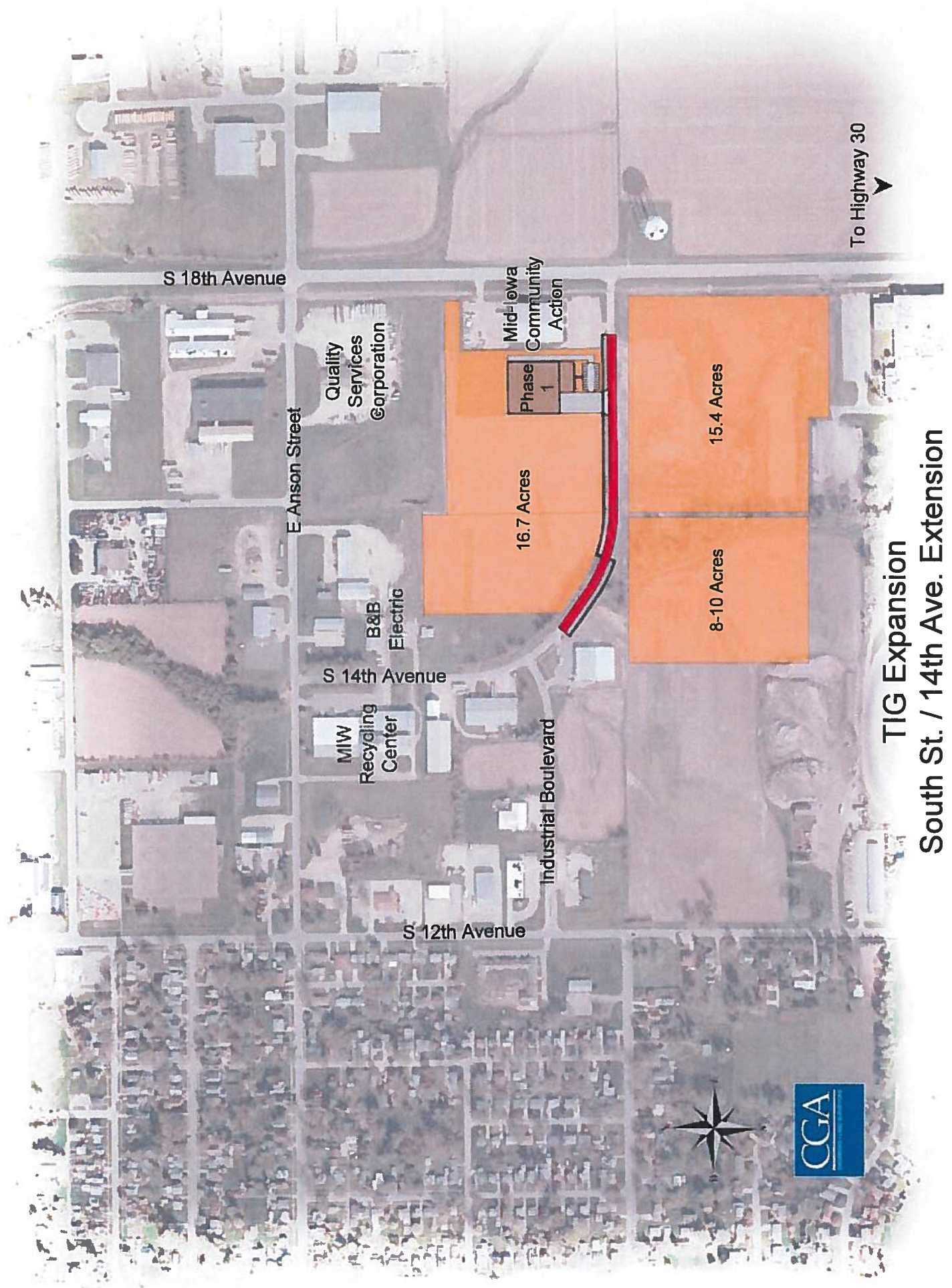
Passed this __ day of September, 2015, and signed this __ day of September, 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



To Highway 30

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



COUNCIL DATE: AUGUST 24, 2015

VISA	
ACH'S	\$410,500.24
CHECKS	\$217,273.48
PAYROLL #13	\$489,849.23
VOIDS	\$0.00
	\$1,117,622.95
	TOTAL FOR COUNCIL

540430.5600.055	A & P FOOD EQUIPMENT INC	SNO KONE CUPS	221.75
101110.5600.000	ADLAND ENGRAVING CO INC	4 PLAQUES	294.00
101820.5600.000	ADLAND ENGRAVING CO INC	WESTCOTT PLAQUE	49.00
101000.4520.000	ADRIAN MARAVILLA AVALOZ	PARKING TIC	40.00
101860.5231.820	AHLERS & COONEY,PC	LABOR RELATIONS	216.00
206710.5600.000	AIRGAS USA, LLC	ARAGON	52.79
520520.5410.000	ALFIE PACKERS INC.	CALIBRATE S	285.00
101110.5450.000	ALLIANCE CONNECT	JULY CITY PHONES	477.82
101140.5450.000	ALLIANCE CONNECT	JULY CITY PHONES	136.74
101310.5450.000	ALLIANCE CONNECT	JULY CITY PHONES	136.74
101420.5450.000	ALLIANCE CONNECT	JULY CITY PHONES	197.70
101440.5450.000	ALLIANCE CONNECT	JULY CITY PHONES	65.87
101480.5450.000	ALLIANCE CONNECT	JULY CITY PHONES	32.12
101560.5450.000	ALLIANCE CONNECT	JULY CITY PHONES	35.42
101561.5450.000	ALLIANCE CONNECT	JULY CITY PHONES	35.42
101581.5450.000	ALLIANCE CONNECT	JULY CITY PHONES	33.78
101770.5450.000	ALLIANCE CONNECT	JULY CITY PHONES	35.42
101830.5450.000	ALLIANCE CONNECT	JULY CITY PHONES	35.42
101831.5450.000	ALLIANCE CONNECT	JULY CITY PHONES	35.42
101840.5450.000	ALLIANCE CONNECT	JULY CITY PHONES	69.20
101850.5450.000	ALLIANCE CONNECT	JULY CITY PHONES	69.20
101870.5450.000	ALLIANCE CONNECT	JULY CITY PHONES	33.78
101890.5450.000	ALLIANCE CONNECT	JULY CITY PHONES	170.50
101891.5450.000	ALLIANCE CONNECT	JULY CITY PHONES	32.12
152451.5450.000	ALLIANCE CONNECT	JULY CITY PHONES	33.78
152451.5450.000	ALLIANCE CONNECT	JULY CITY PHONES	33.78
206120.5450.000	ALLIANCE CONNECT	JULY CITY PHONES	33.78
206710.5450.000	ALLIANCE CONNECT	JULY CITY PHONES	101.32
206760.5450.000	ALLIANCE CONNECT	JULY CITY PHONES	35.42
233410.5450.000	ALLIANCE CONNECT	JULY CITY PHONES	32.12
278690.5450.000	ALLIANCE CONNECT	JULY CITY PHONES	102.98
283210.5450.000	ALLIANCE CONNECT	JULY CITY PHONES	35.42
283210.5450.000	ALLIANCE CONNECT	JULY CITY PHONES	35.42
283210.5450.000	ALLIANCE CONNECT	JULY CITY PHONES	33.78
290113.5450.000	ALLIANCE CONNECT	JULY CITY PHONES	241.38
290113.5450.000	ALLIANCE CONNECT	JULY CITY PHONES	33.89
510531.5450.000	ALLIANCE CONNECT	JULY CITY PHONES	14.83
520520.5450.000	ALLIANCE CONNECT	JULY CITY PHONES	110.80

520590.5450.000	ALLIANCE CONNECT	JULY CITY PHONES	22.25
550780.5450.000	ALLIANCE CONNECT	JULY CITY PHONES	65.90
101170.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	18.86
101310.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	4,466.63
101310.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	4,100.78
101310.5480.020	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	152.85
101310.5480.020	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	109.17
101410.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	1,452.19
101410.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	197.05
101410.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	55.38
101410.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	34.03
101410.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	31.50
101410.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	25.15
101410.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	16.97
101410.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	12.10
101410.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	12.10
101410.5480.020	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	41.50
101410.5480.020	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	24.21
101410.5480.020	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	17.43
101410.5480.020	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	17.43
101410.5480.020	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	17.43
101881.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	2,343.12
101881.5480.020	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	35.80
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	144.64
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	144.64
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	34.29
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	34.29
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	34.13
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	34.13
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	33.33
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	33.33
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	33.19
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	33.19
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	30.87
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	30.87
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	29.77
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	29.77
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	28.31
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	28.31
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	27.67
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	27.67
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	17.72
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	17.72
206160.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	131.25
206160.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	102.99
206160.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	56.70
206160.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	56.70
206160.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	56.47
206160.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	30.94
206160.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	22.64
206160.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	22.64

206160.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	14.63
206160.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	14.63
281690.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	70.23
281690.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	15.65
281690.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	15.04
281690.5480.020	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	11.10
281690.5480.020	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	9.15
281690.5480.020	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	8.82
510531.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	984.44
510531.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	238.27
510531.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	7.46
520520.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	5,144.58
520520.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	18.07
520520.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	16.97
520520.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	16.97
520590.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	232.70
520590.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	148.89
520590.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	92.68
520590.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	92.54
520590.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	11.19
530540.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	69.39
510531.5600.000	AMERICAN CONCRETE PRODUCTS, INC	418 SWAYZE ST	436.00
101770.5570.000	ARNOLD MOTOR SUPPLY	PARTS	(1.69)
206710.5570.000	ARNOLD MOTOR SUPPLY	HEAT CONDUCTOR	85.74
206710.5570.000	ARNOLD MOTOR SUPPLY	TAIL LAMP	30.87
206710.5570.000	ARNOLD MOTOR SUPPLY	PARTS/LABOR	29.90
206710.5570.000	ARNOLD MOTOR SUPPLY	STOP&TAIL LIGHT	5.79
206710.5600.000	ARNOLD MOTOR SUPPLY	BRAKE CLEAN	107.72
206710.5600.000	ARNOLD MOTOR SUPPLY	FULTERS/PLUGS	19.78
206710.5600.000	ARNOLD MOTOR SUPPLY	KT PACKS	11.33
206710.5600.000	ARNOLD MOTOR SUPPLY	SUPPLIES	8.08
206710.5600.000	ARNOLD MOTOR SUPPLY	SUPPLIES	5.99
233410.5562.000	ARNOLD MOTOR SUPPLY	AIR&FUEL FILTERS	26.35
233410.5562.000	ARNOLD MOTOR SUPPLY	AIR FILTER	(1.05)
550780.5570.000	ARNOLD MOTOR SUPPLY	FILTERS	183.18
550780.5570.000	ARNOLD MOTOR SUPPLY	OP SUPPLIES	78.26
550780.5570.000	ARNOLD MOTOR SUPPLY	OP SUPPLIES	10.61
101410.5340.010	ARAMARK	PARK SHELTER SUPPLIES	23.83
101410.5340.010	ARAMARK	PARK SHELTER SUPPLIES	23.83
101410.5340.010	ARAMARK	PARK SHOP&COLSEIUM	17.11
101410.5340.010	ARAMARK	PARK SHOP&COLSEIUM	12.30
101410.5340.010	ARAMARK	PARK SHOP&COLSEIUM	7.96
101410.5340.010	ARAMARK	PARK SHOP&COLSEIUM	7.96
152451.5340.010	ARAMARK	PARK SHOP&COLSEIUM	7.14
152451.5340.010	ARAMARK	PARK SHOP&COLSEIUM	7.14
152451.5340.010	ARAMARK	PARK SHOP&COLSEIUM	2.80
152451.5340.010	ARAMARK	PARK SHOP&COLSEIUM	2.80
206710.5340.010	ARAMARK	FLOOR MATS	59.45
206710.5340.010	ARAMARK	FLOOR MATS	59.45
206710.5340.010	ARAMARK	FLOOR MATS	59.45
206710.5340.010	ARAMARK	FLOOR MATS	59.45

283210.5410.000	B. AND G. CONSTRUCTION	GLADBROOK	6,440.00
283210.5410.000	B. AND G. CONSTRUCTION	GLADBROOK	3,250.00
101310.5732.300	BAKER & TAYLOR ENTERTAINMENT	DVDs	19.68
101310.5732.320	BAKER & TAYLOR ENTERTAINMENT	LOST/MEMORIAL	255.19
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	271.02
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	130.09
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	117.23
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	114.26
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	71.03
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	53.77
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	43.07
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	37.52
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	30.24
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	23.55
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	16.77
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	15.59
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	10.20
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	4.79
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	4.79
101310.5732.320	BAKER & TAYLOR INCORP	LOST/MEMORIAL	81.11
101310.5732.320	BAKER & TAYLOR INCORP	LOST/MEMORIAL	36.54
101310.5732.320	BAKER & TAYLOR INCORP	LOST/MEMORIAL	22.60
101310.5340.070	BDH INFORMATION TECHNOLOGY INC	TECH SUPPORT	1,558.25
101310.5340.070	BDH INFORMATION TECHNOLOGY INC	TECH SUPPORT	60.00
101891.5340.150	BDH INFORMATION TECHNOLOGY INC	CONTRACT/LABOR	3,625.00
101891.5600.000	BDH INFORMATION TECHNOLOGY INC	CYBERPOWER	62.34
101891.5600.100	BDH INFORMATION TECHNOLOGY INC	SWITCH/JACK	1,314.74
510531.5340.100	BDH INFORMATION TECHNOLOGY INC	SET UP LUCITY PROGRAM	204.00
520590.5340.100	BDH INFORMATION TECHNOLOGY INC	SET UP LUCITY PROGRAM	306.00
681110.5230.000	BERNIE LOWE & ASSOCIATES, INC	411 MED CLAIMS	53.10
681110.5339.000	BERNIE LOWE & ASSOCIATES, INC	411 MED CLAIMS	205.45
681140.5230.000	BERNIE LOWE & ASSOCIATES, INC	411 MED CLAIMS	207.24
681140.5339.000	BERNIE LOWE & ASSOCIATES, INC	411 MED CLAIMS	1,172.09
684990.5230.000	BERNIE LOWE & ASSOCIATES, INC	JULY CONSULTING	2,142.00
206710.5610.520	BITUMINOUS MATERIALS & SUPPLY	HFE-90	388.05
101310.5732.300	BLACKSTONE AUDIO, INC.	AUDIO BOOKS	90.00
101310.5732.300	BRODART INC	JUVENILE BO	140.87
101310.5732.300	BRODART INC	GRAPHIC BOO	110.11
101310.5732.300	BRODART INC	JUVENILE BO	100.12
101310.5732.300	BRODART INC	GRAPHIC BOO	72.15
101310.5732.300	BRODART INC	SPANISH BOO	8.24
101310.5732.320	BRODART INC	LOST/MEMORI	123.09
101310.5732.320	BRODART INC	LOST/MEMORI	60.93
101310.5732.320	BRODART INC	LOST/MEMORI	21.03
101310.5732.320	BRODART INC	LOST REPLAC	18.68
101310.5732.320	BRODART INC	REPLACED LO	4.65
101110.5132.000	BROWN'S SHOE FIT CO	SHOES-RUOPP	79.99
101110.5132.000	CARPENTER UNIFORM COMPANY	DUTY JACKET	164.60
101140.5132.000	CARPENTER UNIFORM COMPANY	SHIRTS&EMBR	176.42
101140.5132.000	CARPENTER UNIFORM COMPANY	BADGE	69.55
101310.5732.300	CENGAGE LEARNING INC	LARGE TYPE	80.96

101310.5732.300	CENGAGE LEARNING INC	BOOK	19.46
101310.5732.320	CENGAGE LEARNING INC	LOST/MEMORI	27.99
101580.5600.000	CENTRAL IOWA DISTRIBUTING INC	HERBICIDE/W	1,072.40
101880.5600.080	CENTRAL IOWA DISTRIBUTING INC	CLEAR BAGS	44.70
101881.5600.080	CENTRAL IOWA DISTRIBUTING INC	CLEAR BAGS	44.70
510532.5600.000	CENTRAL IOWA DISTRIBUTING INC	HERBICIDE/W	918.60
101410.5562.000	CENTRAL IOWA FARM STORE INC	WEED EATER	12.49
206710.5600.000	CENTRAL IOWA FARM STORE INC	MOWER PARTS	110.52
520590.5340.010	CENTRAL IOWA PLUMBING	17 W MAIN S	1,450.00
278690.5600.000	CENTRAL OFFICE SUPPLY	FOLDERS FOR	44.13
283210.5600.000	CENTRAL OFFICE SUPPLY	FOLDERS FOR	35.15
550780.5370.000	CENTRAL OFFICE SUPPLY	PAPER	14.94
550780.5370.000	CENTRAL OFFICE SUPPLY	BLUE PAPER	4.98
290113.5450.000	CENTURYLINK	8/1-8/31 PO	418.00
290113.5450.000	CENTURYLINK	8/1-8/31 PO	76.00
290113.5450.000	CENTURYLINK	8/1-8/31 PO	20.37
206710.5610.510	CESSFORD CONSTRUCTION COMPANY	HIGH PERF C	302.40
278690.5240.510	CHAD & TINA EUBANKS	RENT ASSIST	268.00
101110.5132.000	CHAD A HILLERS	CLOTHING AL	69.90
522590.5231.000	CHAPMAN & CUTLER LLP	SEWER BOND	4,000.00
101000.4472.000	CHRISTY HALVERSON	RENTAL CXL	55.00
206710.5132.000	CITY LAUNDERING COMPANY	UNIFORM SER	76.66
206710.5132.000	CITY LAUNDERING COMPANY	UNIFORM SER	75.04
206710.5132.000	CITY LAUNDERING COMPANY	UNIFORM SER	75.04
206710.5132.000	CITY LAUNDERING COMPANY	UNIFORM SER	75.04
460770.5230.030	CLAPSADDLE GARBER ASSOC INC	AIRPORT HAN	980.00
101310.5340.100	TEAM SOFTWARE	PUBLIC WEB	125.00
510531.5600.000	CONCRETE INC	418 SWAYZE ST	651.96
510531.5600.000	CONCRETE INC	418 SWAYZE ST	264.11
510531.5600.000	CONCRETE INC	402 PLAZA HEIGHTS	220.63
510531.5600.000	CONCRETE INC	402 PLAZA HEIGHTS	169.83
510531.5600.000	CONCRETE INC	PLAZA HTS	141.53
473710.5340.240	CONSTRUCT INC	COLUMBUS/CR	220,079.38
206120.5480.010	CONSUMERS ENERGY CO-OP	7/1-7/31 MARSHALLTOWN	60.69
206160.5480.010	CONSUMERS ENERGY CO-OP	7/1-7/31 MARSHALLTOWN	379.24
247410.5600.080	CRESCENT ELECTRIC SUPPLY CO	CORDS,PLUGS	807.74
101140.5132.000	DANKO EMERGENCY EQUIPMENT CO.	LEATHER BOOTS	279.60
101140.5570.000	DAVE'S CRANE & WRECKER SERVICE	TOW ENGINE#	450.00
101581.5261.760	DAVID PILLE	101 E LINCOLN	60.00
101310.5600.000	DEMCO INCORP	'NEW' LABEL	16.84
101581.5261.760	DEVIG SERVICES	306 N 6TH ST	85.00
206710.5570.000	DIAMOND VOGEL PAINTS	PACKING/PAINT	360.30
206710.5600.000	DIAMOND VOGEL PAINTS	FLUID	10.20
206710.5610.940	DIAMOND VOGEL PAINTS	GLASS BEADS	1,180.00
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE PAINT	321.27
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE PAINT	316.20
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE PAINT	316.20
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE PAINT	158.10
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE PAINT	158.10
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE PAINT	79.05
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE PAINT	79.05

101410.5340.010	DIRT TO TURF	CONTRACT MOWING	425.00
206710.5340.500	DIRT TO TURF	CONTRACT MOWING	375.00
510532.5340.010	DIRT TO TURF	CONTRACT MOWING	225.00
101420.5340.640	EMILY HAZEN	8/3-8/16 ZUMBA	105.00
283210.5600.031	ENVIRO HEALTH TECHNOLOGIES	LEAD TESTING	110.00
283210.5600.031	ENVIRO HEALTH TECHNOLOGIES	LEAD TESTING	88.00
283210.5600.031	ENVIRO HEALTH TECHNOLOGIES	LEAD TESTING	71.50
283210.5600.031	ENVIRO HEALTH TECHNOLOGIES	LEAD TESTING	66.00
283210.5600.031	ENVIRO HEALTH TECHNOLOGIES	LEAD TESTING	60.50
283210.5600.032	ENVIRO HEALTH TECHNOLOGIES	LEAD TESTING	11.00
283210.5600.032	ENVIRO HEALTH TECHNOLOGIES	LEAD TESTING	11.00
283210.5600.032	ENVIRO HEALTH TECHNOLOGIES	LEAD TESTING	11.00
283210.5600.032	ENVIRO HEALTH TECHNOLOGIES	LEAD TESTING	11.00
283210.5600.032	ENVIRO HEALTH TECHNOLOGIES	LEAD TESTING	5.50
283210.5600.010	FAIRWAY OUTDOOR FUNDING LC	AD CONTRACT	3,750.00
206710.5600.000	FASTENAL COMPANY	OP SUPPLIES	114.75
206710.5600.000	FASTENAL COMPANY	OP SUPPLIES	110.26
206710.5600.000	FASTENAL COMPANY	OP SUPPLIES	45.95
206710.5600.000	FASTENAL COMPANY	OP SUPPLIES	20.23
206710.5600.000	FASTENAL COMPANY	OP SUPPLIES	13.10
206710.5600.000	FASTENAL COMPANY	GLOVES	6.68
283210.5410.000	FEXSTEVE LIMITED COMPANY	1504 NORRIS	3,135.00
101140.5360.000	FIRE SAFETY USA INC	SHIPPING	15.00
206710.5570.000	FORCE AMERICA INC	PIN&LINK KIT	20.45
491750.5230.030	FOX ENGINEERING ASSOCIATES INC	4/26-5/30	1,670.40
491750.5230.030	FOX ENGINEERING ASSOCIATES INC	6/28-7/31	440.00
520520.5230.030	FOX ENGINEERING ASSOCIATES INC	4/26-5/30	1,697.65
528590.5230.030	FOX ENGINEERING ASSOCIATES INC	4/2-5/30	20,934.65
528590.5230.030	FOX ENGINEERING ASSOCIATES INC	6/28-7/31	7,808.65
528590.5230.030	FOX ENGINEERING ASSOCIATES INC	6/28-7/31	7,021.75
528590.5230.030	FOX ENGINEERING ASSOCIATES INC	4/26-5/30	5,272.70
528590.5230.030	FOX ENGINEERING ASSOCIATES INC	TURNER ST	5,233.81
528590.5230.030	FOX ENGINEERING ASSOCIATES INC	4/26-5/30	2,660.40
528590.5230.030	FOX ENGINEERING ASSOCIATES INC	4/26-5/30	272.50
528590.5230.030	FOX ENGINEERING ASSOCIATES INC	NE SANITARY SEWER	110.00
101140.5132.000	GALLS LLC	SHIPPING	8.95
101421.5340.630	GGP NIMBUS, LP	SUMMER BLAST	205.00
101561.5231.000	GRIMES BUCK SCHOELL & BEACH	7/15-8/4 LEGAL FEELS	862.50
101660.5231.000	GRIMES BUCK SCHOELL & BEACH	7/15-8/4 LEGAL FEELS	75.00
101660.5231.000	GRIMES BUCK SCHOELL & BEACH	7/15-8/4 LEGAL FEELS	45.00
101860.5231.000	GRIMES BUCK SCHOELL & BEACH	7/15-8/4 LEGAL FEELS	2,992.50
528590.5231.000	GRIMES BUCK SCHOELL & BEACH	7/15-8/4 LEGAL FEELS	150.00
520520.5600.030	HACH COMPANY	RECYCLING	637.67
520520.5600.030	HACH COMPANY	HYDROGEN PEROXIDE	58.85
233410.5410.000	HANKE REFRIGERATION	SERVICE ICE MACHINE	252.01
520520.5410.000	HANKE REFRIGERATION	REPAIR SAMPLER	701.21
283210.5250.000	HARDIN COUNTY RECORDERS OFFICE	310 CHESTNUT	17.00
101310.5410.000	HARTWIG PLUMBING & HEATING INC	SLEEVE GAS LINES	255.00
101480.5410.000	HARTWIG PLUMBING & HEATING INC	SLEEVE GAS LINES	255.00
101880.5410.000	HARTWIG PLUMBING & HEATING INC	SLEEVE GAS LINES	255.00
101881.5410.000	HARTWIG PLUMBING & HEATING INC	SLEEVE GAS LINES	255.00

101561.5460.000	HAWKEYE COMMUNITY COLLEGE	FALL CONFERENCES	600.00
206710.5450.000	HEART OF IOWA COMMUNICATIONS	8/1-8/31 INTERNET	235.09
290113.5450.000	HEART OF IOWA COMMUNICATIONS	8/1-8/31 INTERNET	450.00
290113.5450.000	HEART OF IOWA COMMUNICATIONS	8/1-8/31 INTERNET	88.00
510531.5450.000	HEART OF IOWA COMMUNICATIONS	8/1-8/31 INTERNET	47.02
520590.5450.000	HEART OF IOWA COMMUNICATIONS	8/1-8/31 INTERNET	70.53
550780.5450.000	HEART OF IOWA COMMUNICATIONS	8/1-8/31 INTERNET	117.54
206710.5570.000	HOGELAND BODY	STREET DEPT	250.00
101850.5475.000	HR-ONE SOURCE	FINANCE DIRECTOR SEARCH	4,000.00
540430.5600.000	HY-VEE ACCOUNTS RECEIVABLE	CONCESSION	32.97
540430.5600.055	HY-VEE ACCOUNTS RECEIVABLE	CONCESSION	489.50
681110.5338.000	HY-VEE PHARMACY	WORKERS COMP MEDS	37.98
101820.5460.000	laPELRA	FALL CONFERENCES	75.00
101545.5600.000	IN STITCHES	MCTV CAPS	116.65
101310.5732.250	INGRAM LIBRARY SERVICES	REFERENCE BOOK	40.14
101310.5732.250	INGRAM LIBRARY SERVICES	REFERENCE BOOK	19.77
550780.5749.000	INLAND TRUCK PARTS COMPANY	SOLENOID	288.83
233410.5340.620	IOWA AMATEUR SOFTBALL ASSOC	ASA SANCTIO	1,386.00
101140.5280.000	IOWA ASSOC PROF FIRE CHIEFS	RIERSON/JOHNSON	70.00
540430.5410.000	IOWA DEPT INSPECTIONS & APPEALS	FOOD LICENSE	67.50
206710.5410.000	IOWA HOMETOWN SECURITY	COMBUSITBLE GAS&C.O. DETECTORS	17,785.15
206710.5410.000	IOWA HOMETOWN SECURITY	COMBUSITBLE GAS&C.O. DETECTORS	17,632.18
101310.5460.000	IOWA LIBRARY SERVICES	TOWN MEETING	100.00
101310.5732.320	BAKER & TAYLOR ENTERTAINMENT	DVD	7.28
101110.5600.000	IOWA OFFICE INTERIORS, INC	TONER	569.94
101310.5600.000	IOWA OFFICE INTERIORS, INC	OFFICE SUPPLIES	55.20
101310.5600.000	IOWA OFFICE INTERIORS, INC	RIBBONS,BINDERS	30.68
101140.5600.070	IPMA-HR	FIRE EXAM BOOKLETS	194.50
101421.5340.640	JANINE CAMPBELL	SPEECH THERAPY	65.00
510531.5340.010	JAY E. HANSEN	JUNE/JULY JANITORIAL	40.00
520520.5340.010	JAY E. HANSEN	JUNE/JULY JANITORIAL	1,134.00
520590.5340.010	JAY E. HANSEN	JUNE/JULY JANITORIAL	60.00
101110.5570.000	JENSEN INC	FLOOR MATS	99.95
101000.4472.000	JOHN RUNDALL	CXL SHELTER	80.00
101000.4520.000	JOSE J RAMIREZ-CARDENAS	PARKING TICKET REFUND	25.00
101420.5340.640	KAREN GALE	8/3-8/16 ZUMBA	150.00
101310.5460.000	KATHY L BRYANT	MILEAGE	40.95
101310.5732.320	KIDS REFERENCE COMPANY, INC	LOST/MEMORIAL	80.95
290113.5450.000	LANGUAGE LINE SERV INC	PHONE INTERPRETATION	183.30
206710.5340.290	LEDFORD TREE & LAWN SERVICE CO	312 S 2ND ST	50.00
101310.5340.010	LEROY DUANE LENZ	LIBRARY MOWING	240.00
101310.5340.010	LEROY DUANE LENZ	LIBRARY MOWING	240.00
283210.5320.000	LEROY DUANE LENZ	LIBRARY MOWING	60.00
283210.5320.000	LEROY DUANE LENZ	LIBRARY MOWING	60.00
283210.5320.000	LEROY DUANE LENZ	LIBRARY MOWING	45.00
283210.5320.000	LEROY DUANE LENZ	LIBRARY MOWING	45.00
101310.5732.300	LIBRARY IDEAS LLC	FREEGAL MUSIC SUBSCRIPTION	4,120.00
101421.5340.630	LOST ISLAND WATERPARK	CAMP MTOWN/SUMMER BLAST	945.00
101421.5340.630	LOST ISLAND WATERPARK	CAMP MTOWN/SUMMER BLAST	567.00
101421.5600.010	LOST ISLAND WATERPARK	CAMP MTOWN/SUMMER BLAST	337.50
101421.5600.010	LOST ISLAND WATERPARK	CAMP MTOWN/SUMMER BLAST	202.50

101561.5360.000	MAIL SERVICES	RENTAL INSPECTIONS	8.34
101561.5360.000	MAIL SERVICES	RENTAL INSPECTIONS	7.83
101840.5360.000	MAIL SERVICES	CITY ADMIN&PROJECTS	225.92
101840.5360.000	MAIL SERVICES	CITY ADMIN&PROJECTS	170.99
278690.5360.000	MAIL SERVICES	RENT ASSIST	78.60
278690.5360.000	MAIL SERVICES	RENT ASSIST	44.04
283210.5360.000	MAIL SERVICES	LEAD ABATEMENT	31.29
283210.5360.000	MAIL SERVICES	LEAD ABATEMENT	14.87
101000.4477.000	MARK HENSON	WITHDRAWAL FROM LESSONS	12.00
101000.4472.000	MARK SMITH	SHELTER REFUND	70.00
101860.5331.500	MARSHALL COUNTY AUDITOR	COUNTY ATTY	2,500.00
230110.5331.500	MARSHALL COUNTY CRIME STOPPERS	PASS THROUGH PAYMENT	1,000.00
230110.5331.500	MARSHALL COUNTY CRIME STOPPERS	PASS THROUGH PAYMENT	500.00
230110.5331.500	MARSHALL COUNTY CRIME STOPPERS	PASS THROUGH PAYMENT	250.00
230110.5331.500	MARSHALL COUNTY CRIME STOPPERS	PASS THROUGH PAYMENT	250.00
230110.5331.500	MARSHALL COUNTY CRIME STOPPERS	PASS THROUGH PAYMENT	250.00
230110.5331.500	MARSHALL COUNTY CRIME STOPPERS	PASS THROUGH PAYMENT	100.00
101110.5570.010	MARSHALL COUNTY ENGINEER	CITY VEHICLE FUEL	6,444.28
101140.5570.000	MARSHALL COUNTY ENGINEER	CITY VEHICLE FUEL	685.18
101410.5570.010	MARSHALL COUNTY ENGINEER	CITY VEHICLE FUEL	636.87
101410.5570.060	MARSHALL COUNTY ENGINEER	CITY VEHICLE FUEL	575.94
101560.5570.000	MARSHALL COUNTY ENGINEER	CITY VEHICLE FUEL	96.33
101561.5570.000	MARSHALL COUNTY ENGINEER	CITY VEHICLE FUEL	74.42
101581.5570.000	MARSHALL COUNTY ENGINEER	CITY VEHICLE FUEL	64.26
206120.5570.000	MARSHALL COUNTY ENGINEER	CITY VEHICLE FUEL	309.11
206710.5570.000	MARSHALL COUNTY ENGINEER	CITY VEHICLE FUEL	2,814.48
206760.5570.000	MARSHALL COUNTY ENGINEER	CITY VEHICLE FUEL	197.66
510531.5570.010	MARSHALL COUNTY ENGINEER	CITY VEHICLE FUEL	300.80
510531.5570.060	MARSHALL COUNTY ENGINEER	CITY VEHICLE FUEL	38.22
510532.5570.060	MARSHALL COUNTY ENGINEER	CITY VEHICLE FUEL	248.63
520520.5570.010	MARSHALL COUNTY ENGINEER	CITY VEHICLE FUEL	269.00
520520.5570.060	MARSHALL COUNTY ENGINEER	CITY VEHICLE FUEL	63.84
520590.5570.010	MARSHALL COUNTY ENGINEER	CITY VEHICLE FUEL	451.22
520590.5570.060	MARSHALL COUNTY ENGINEER	CITY VEHICLE FUEL	57.32
550780.5570.060	MARSHALL COUNTY ENGINEER	CITY VEHICLE FUEL	4,730.01
101410.5340.010	MARSHALL COUNTY LANDFILL	PARK&REC GARBAGE	61.60
101410.5340.010	MARSHALL COUNTY LANDFILL	PARK&REC GARBAGE	40.70
283210.5250.000	MARSHALL COUNTY RECORDER	LEAD MORTGAGE LEIN	17.00
283210.5250.000	MARSHALL COUNTY RECORDER	LEAD MORTGAGE LEIN	17.00
283210.5250.000	MARSHALL COUNTY RECORDER	LEAD MORTGAGE LEIN	17.00
530540.5410.000	MARSHALL GLASS INC	COMPOST FACILITY	424.95
550780.5600.000	MARSHALL GLASS INC	JBS BUS SHELTER	769.23
101770.5340.070	MARSHALLTOWN AVIATION INC	MANAGERS FEE	642.00
101770.5410.000	MARSHALLTOWN AVIATION INC	CITY GROUNDS KEEPING	1,441.89
101770.5410.000	MARSHALLTOWN AVIATION INC	THEISENS REIMBURSEMENT	29.99
101770.5410.000	MARSHALLTOWN AVIATION INC	THEISENS REIMBURSEMENT	26.90
101770.5410.000	MARSHALLTOWN AVIATION INC	MENARDS REIMBURSEMENT	6.93
101770.5600.000	MARSHALLTOWN AVIATION INC	JULY INTERNET	30.05
278690.5240.510	MARSHALLTOWN SUNDANCE APTS	RENT ASSIST	266.00
233410.5340.600	MARSHALLTOWN UMPIRES ASSOC	COED GAMES/TOURNAMENTS	2,150.00
520520.5480.030	MARSHALLTOWN WATER WORKS	JULY PLANT	1,328.15

999.1190.010	MARSHALLTOWN WATER WORKS	STATE OFFSET	49.48
101440.5331.500	MARSHALLTOWN YMCA-YWCA	SUMMER SERVICES	12,093.76
206710.5610.600	MARTIN MARIETTA MATERIALS	POR B-FILL	279.82
520520.5600.000	MC2 INC	SPRING HOUSING	1,049.32
101110.5410.000	MCATEE TIRE SALES & SERVICE INC	TIRE REPAIR	18.50
206710.5410.000	MCATEE TIRE SALES & SERVICE INC	TIRE REPAIR	18.50
550780.5570.030	MCATEE TIRE SALES & SERVICE INC	DISMOUNT/STEM, LABOR-BUS	895.78
681140.5338.000	MCFARLAND CLINIC PC	7/16-7/31 PRESC MEDS	144.46
101110.5151.000	MCFARLAND CLINIC PC	TESTING	740.16
101140.5151.000	MCFARLAND CLINIC PC	TESTING	973.28
101410.5151.000	MCFARLAND CLINIC PC	TESTING	50.16
101550.5151.000	MCFARLAND CLINIC PC	TESTING	23.76
101710.5151.000	MCFARLAND CLINIC PC	TESTING	124.08
101850.5151.000	MCFARLAND CLINIC PC	TESTING	115.76
510531.5151.000	MCFARLAND CLINIC PC	TESTING	29.57
520590.5151.000	MCFARLAND CLINIC PC	TESTING	44.35
550780.5151.000	MCFARLAND CLINIC PC	TESTING	361.68
681110.5339.000	MCFARLAND CLINIC PC	TESTING	23.59
206710.5600.000	MENARDS	BROOMS	23.98
101420.5340.640	MICHAEL WICKHAM	7/13-8/20 CLASSES	290.00
101310.5732.300	MICROMARKETING LLC	AUDIO BOOKS	400.92
101310.5732.300	MICROMARKETING LLC	AUDIO BOOKS	119.99
101310.5732.300	MICROMARKETING LLC	JUVENILE AUDIO BOOKS	34.99
283210.5331.501	MID IOWA COMMUNITY ACTION INC	COMMUNITY OUTREACH PROGRAM	1,040.07
520520.5600.030	MIDLAND SCIENTIFIC INC	PIPETTE SINGLE CHANNEL	319.40
520520.5600.030	MIDLAND SCIENTIFIC INC	FILTER PAPER	53.79
101770.5410.000	MIDWEST LIQUID SYSTEMS INC	JET FUEL TANK LABOR	428.95
530540.5600.000	MONDI BAGS USA LLC	12150 COMPOST BAGS	7,090.93
101310.5732.320	MONICA LANG	RETURNED LOST BOOK	22.95
101310.5460.000	MONICA ROHDE-FULTON	MILEAGE	30.81
101140.5570.000	NAPA	OP SUPPLIES	295.67
101140.5570.000	NAPA	OP SUPPLIES	53.85
101140.5570.000	NAPA	OP SUPPLIES	(295.67)
101410.5562.000	NAPA	OP SUPPLIES	70.86
101410.5562.000	NAPA	OP SUPPLIES	1.85
101410.5570.000	NAPA	OP SUPPLIES	21.67
206710.5570.000	NAPA	OP SUPPLIES	381.61
206710.5570.000	NAPA	OP SUPPLIES	77.34
206710.5570.000	NAPA	OP SUPPLIES	52.59
206710.5570.000	NAPA	OP SUPPLIES	36.05
206710.5570.000	NAPA	OP SUPPLIES	14.29
206710.5570.000	NAPA	OP SUPPLIES	9.22
206710.5570.000	NAPA	OP SUPPLIES	6.61
206710.5570.000	NAPA	OP SUPPLIES	2.67
206710.5570.000	NAPA	OP SUPPLIES	(8.94)
206710.5570.000	NAPA	OP SUPPLIES	(14.29)
206710.5600.000	NAPA	OP SUPPLIES	30.19
206710.5600.000	NAPA	OP SUPPLIES	29.28
206710.5600.000	NAPA	OP SUPPLIES	25.72
206710.5600.000	NAPA	OP SUPPLIES	22.26
206710.5600.000	NAPA	OP SUPPLIES	18.61

[illegible]

206710.5600.000	SPAHN & ROSE LUMBER CO	LUMBER	110.10
233410.5340.010	SPOTLESS CLEANING	6TH ST COMPLEX	240.00
101110.5600.000	STAPLES ADVANTAGE	CHAIR	180.81
206710.5570.000	STAR EQUIPMENT LTD	SWITCH	59.50
101310.5732.250	STATE LIBRARY OF IOWA	EBSCPO HOST	1,402.60
401410.5340.010	STEVE R HANSEN	WEED SPRAYING	415.00
510532.5340.010	STEVE R HANSEN	WEED SPRAYING	688.00
520520.5340.010	STEVE R HANSEN	RIVERVIEW	190.00
101310.5340.010	STONE SANITATION	GARBAGE SERVICE	92.59
101110.5718.000	STOP STICK LTD	RACK KIT	451.00
283210.5250.000	TAMA COUNTY RECORDER	602 S 4TH ST	17.00
101310.5340.010	TELE DIFFERENCE	SERVICE CALL	80.00
290113.5450.000	TELE DIFFERENCE	COMM CTR FAX	80.00
101310.5600.000	THE LIBRARY STORE INC	VISTAFOIL LAMINATE	382.48
101840.5210.000	TIMES-REPUBLICAN	JULY PUBLICATIONS	498.52
101870.5210.000	TIMES-REPUBLICAN	JULY PUBLICATIONS	18.54
283210.5210.000	TIMES-REPUBLICAN	JULY PUBLICATIONS	110.00
101421.5340.630	TOTEM BOWL	CAMP MTOWN	28.00
101141.5460.000	TREASURERS OFFICE	REGISTRATION	25.00
101110.5460.040	TREAT AMERICA DINING	BASIC TRG CONF MEALS	1,306.87
206710.5600.000	TRI STATE LOCK SERVICE	4 KEY RINGS	14.00
101310.5340.010	UNIQUE MANAGEMENT SERVICES, INC	COMMISSION	241.65
550780.5151.000	UNITYPOINT CLINIC-OCCUPATIONAL MEDICIN	DOT TESTING	74.00
520520.5600.030	UNIVERSITY OF IOWA	COMPOSITE TESTS	153.00
101140.5360.000	UPS STORE #5089	SHIPPING	10.55
150310.5380.000	US BANK EQUIPMENT FINANCE	COPIER LEASE	384.45
101410.5562.000	VAN WALL EQUIPMENT	OP SUPPLIES	196.95
101110.5450.100	VERIZON WIRELESS	6/26-7/25 POLICE DEPT	640.16
290113.5450.000	VERIZON WIRELESS	6/26-7/25 POLICE DEPT	34.21
101421.5340.640	VINCENT LIVENGOD	SUMMER CLASS	288.00
101421.5340.640	VINCENT LIVENGOD	SUMMER CLASS	64.00
101110.5132.000	WATCH GUARD VIDEO	1 MIC, 4 MICS	136.00
684990.5339.000	WELLMARK INC	7/24-7/30 MEDS	40,621.73
206710.5340.010	WILLIS AUTO CAMPUS	REMOVE STREET PAINT	190.20
101880.5600.000	WW GRAINGER	OP SUPPLIES	334.68
101880.5600.000	WW GRAINGER	FLAGPOLE LINE	36.30
150140.5718.000	XEROX CORPORATION	WORKCENTRE	4,799.00
520520.5340.070	XEROX CORPORATION	JULY MAINT	60.86
550780.5600.000	ZEE MEDICAL, INC	RESTOCK FIRST AID KIT	37.00
206710.5570.000	ZIEGLER INC	OP SUPPLIES	130.39
520520.5600.000	ZIEGLER INC	OIL FILTERS	225.12

627,773.72

PRELIMINARY

FUND NUMBER & NAME	DESCRIPTION	--ASSETS--		LIABILITIES & NET ASSETS	NET (INCOME) / EXPENSE
		CASH AND INVESTMENTS	ACCOUNTS RECEIVABLE	FIXED ASSETS	
101 - GENERAL		1,215,259.75	325,940.32	.00	148,129.66
150 - CAPITAL RESERVE FUND		157,973.65	.00	.00	<77,780.41>
151 - CASH FLOW RESERVE FUND		1,832,069.64	.00	.00	<3,416.88>
152 - COLISEUM ACTIVITY		25,755.19	.00	.00	6,151.56
153 - BLDG MAINT FUND		479,721.78	.00	.00	<58,590.76>
201 - GRANTS FRM STATE AGENCY		3,742.98	.00	.00	<8.89>
204 - HERSHEY RECREATION		7,199.96	.00	.00	<3,803.58>
206 - ROAD USE TAX		2,360,097.78	.00	.00	<171,272.90>
210 - NICHOLSON FORD REAP		.00	.00	.00	3,987.31
218 - COPS FAST GRANT		<3,550.00>	.00	.00	<3,333.14>
219 - DEPT OF JUSTICE GRANTS		<5,187.35>	1,361.10	.00	<11,758.78>
220 - POLICE UNDESIGND GRANTS		<10,787.44>	1,269.72	.00	<7,501.07>
221 - EMPLOYEE BENEFIT FUND		1,781,247.69	.00	.00	<501,143.43>
223 - POLICE/FIRE RETIREMENT		363,156.10	.00	.00	<93,479.52>
230 - POLICE DONATION FUND		32,540.19	.00	.00	10,629.69
233 - SOFTBALL ASSOCIATION		38,887.48	2.64	.00	5,333.64
235 - FIRE DEPT DONATION FUND		3,379.15	.00	.00	1,181.68
236 - M TOWN TENNIS ASSOC		1,820.11	.00	.00	266.60
238 - CITY TORT LIABILITY		133,013.51	88.05	.00	985.05
242 - LIBRARY DONATION FUND		68,097.06	.00	.00	<10,952.36>
246 - SEIZED ASSETS FUND		33,063.27	.00	.00	1,053.07
247 - P & R DONATION FUND		50,880.86	.00	.00	<3,635.71>
248 - ECONOMIC DEVELOPMENT		48,964.52	.00	.00	<116.21>
249 - SUBDIVIDER ESCROW		10,215.26	.00	.00	<24.27>
250 - TAX INCREMNT FINANCING		227,900.97	.00	.00	<327,537.92>
271 - HOUSING GRANTS		35,992.28	.00	.00	<21,369.77>
276 - LEAD GRANT #4		<87,283.75>	1,204.95	.00	<26,005.54>
277 - HUD EDI GRANTS		<9,016.50>	.00	.00	1,511.50
278 - LOW RENT VOUCHER PROGRM		110,162.12	76,775.09	.00	77,272.47
281 - CDBG NSP HSNB		<92,033.16>	.00	.00	6,647.64
282 - HUD LEAD MATCH		40,262.42	.00	.00	<17,186.56>
283 - LEAD GRANT #5		<53,716.05>	.00	.00	53,716.05
290 - E911 SURCHARGE		291,919.60	.00	.00	<43,583.81>
291 - LOCAL OPTION SALES TAX		2,470,384.26	.00	.00	<650,491.44>
311 - GO BONDS DEBT FUND		22,040.74	.00	.00	<2,809.80>
401 - BIKE PATH - PHASE II		97,727.04	.00	.00	<52,563.19>
416 - FEDERAL STREET GRANTS		<18,437.11>	.00	.00	18,437.11
450 - CIP COLLECTION FUND		539,457.38	.00	.00	<80,785.19>
460 - AIRPORT PROJECT		423.04	.00	.00	<92,109.03>
462 - SPEC ASSMNT PROJECTS		<76,862.45>	64,618.50	.00	<17,722.00>
471 - POLICE AND FIRE BUILD		109,429.67	.00	.00	<151,892.17>
473 - 2014 GO BONDS		1,996,772.64	.00	.00	<1,996,772.64>
477 - TREES FOREVER PROJECT		3,415.42	.00	.00	<715.52>
489 - CAPITAL STREET PROJECTS		178,440.15	.00	.00	<425.29>
490 - GO BOND CAPITAL PRJS		3,677.00	7,069.00	.00	<71,995.52>
491 - TIF DISTRICT II CAP PRJ		<444,707.26>	.00	.00	307,856.40

CITY OF MARSHALLTOWN
MONTHLY BALANCE SHEET
FOR THE MAYOR AND CITY COUNCIL
As of June 30, 2015

2

08/19/15
12:08:16

PRELIMINARY

DESCRIPTION	--ASSETS--		LIABILITIES & NET ASSETS	NET (INCOME) / EXPENSE
	CASH AND INVESTMENTS	ACCOUNTS RECEIVABLE		
492 - TIF DISTRICT 3 CAP PRJS	7,798.45	.00	<176,679.77>	168,881.32
494 - PUBLIC WORKS FACILITY	17,741.30	.00	<17,629.17>	<112.13>
499 - CARNEGIE BLDG REHAB	.00	.00	<27,387.12>	27,387.12
510 - STORM SEWER	473,871.42	41,009.58	<12,267,684.02>	<472,496.28>
520 - WPCP OPERATING FUND	200.00	.00	<30,606,839.94>	7,858.55
521 - WPCP REVENUE FUND	6,669,372.85	.00	<5,608,511.08>	<1,567,431.26>
526 - WPCP CAP IMPR RESERVE	1,134,665.04	.00	<1,131,922.00>	<2,743.04>
528 - SANITARY SEWER REHAB	574,472.41	.00	<7,205,060.25>	6,630,587.84
529 - SEWER NEW CONSTRUCTION	12,785.00	.00	15.00	<12,800.00>
530 - COMPOSTING	164,631.92	.00	<206,967.19>	<43,179.69>
540 - P&R CONCESSIONS	25,949.09	.00	<29,412.39>	3,463.30
550 - TRANSIT OPERATING	215,847.07	.00	<1,777,047.52>	11,890.03
681 - OCCUP INSUR ESCROW	146,858.03	.00	<206,323.67>	59,465.64
684 - GRP HEALTH INS ESCROW	2,747,500.63	.00	<2,779,609.38>	7,441.01
686 - W.C. DEDUCTIBLE	37,545.61	.00	<37,487.02>	<58.59>
944 - SALES TAX	2,167.44	.00	<2,167.44>	.00
870 - SURETY BONDS/DEPOSITS	1,092.16	.00	<1,092.16>	.00
871 - IA STATE SLEUTH	14,841.70	.00	<14,841.70>	.00
991 - CAPITAL ASSET FUND	.00	.00	<44,658,171.94>	.00
999 - PAYROLL LIABILITY ACCTS	183,729.87	.00	<183,729.87>	.00
GRAND TOTAL	26,404,579.58	1,051,818.56	<117,532,763.72>	960,529.95

Enter Information to Graph for Council
 As of June 30, 2015

DESCRIPTION	INVESTMNTS
0214.000 WELLS FARGO MONEY MARKET	
00999 CITY-MARSHALLTWN POOLED CASH	
	13,037,917.24
0214.000 WELLS FARGO MONEY MARKET	13,037,917.24
0215.000 IPAIT MONEY MARKET	
00471 POLICE & FIRE STATIONS	
00031132 2014A GO BONDS - STREET	.47
00473 2014 GO BONDS	
00031132 2014A GO BONDS - STREET	4.24
00521 WPCP REVENUE	
	1,003,526.16
0215.000 IPAIT MONEY MARKET	1,003,530.87
0267.000 FARMERS CD (> 1 YR)	
00151 CASH FLOW RESERVE FUND	
	1,000,000.00
00684 GROUP HEALTH INSURANCE ESCROW	
	1,000,000.00
0267.000 FARMERS CD (> 1 YR)	2,000,000.00
0273.000 IPAIT GOV SEC(> 1 YR)	
00521 WPCP REVENUE	
	1,001,254.00
0273.000 IPAIT GOV SEC(> 1 YR)	1,001,254.00
	17,042,702.11

PRELIMINARY

CITY OF MARSHALLTOWN
BUDGET REPORT BY CATEGORY
EXCLUDES NON-BUDGETED FUNDS 681-686,
801-878 and 999
For the Twelve Months Ending June 30, 2015

DESCRIPTION	THIS MONTH ACTUAL	Y-T-D ACTUAL	FINAL AMND BDGT	REMAINING BGT	% REMAINING
REVENUES					
4010 PROPERTY TAXES	132,688.21	9,804,692.29	10,397,290	592,598	5.70 %
4090 TIF TAXES	14,480.90	1,215,643.31	1,246,643	31,000	2.49 %
4100 OTHER CITY TAXES	353,595.52	4,988,529.94	4,696,795	<291,735>	6.35-%
4200 LICENSES & PERMITS	30,980.50	335,886.29	302,850	<33,036>	16.70-%
4600 USE OF MONEY & PROPERTY	12,826.59	205,858.31	167,884	<37,974>	17.12-%
4300 INTERGOVERNMENTAL REVENUE	903,622.56	7,842,321.39	9,708,483	1,866,162	19.02 %
4400 CHARGES FOR SERVICES	683,283.51	7,603,926.99	8,680,793	1,076,866	15.35 %
4500 FINES & FORFEITURES	15,022.79	141,596.92	149,090	7,493	3.50 %
4700 SPECIAL ASSESSMENTS	.00	14,730.00	14,730	0	.00 %
4800 MISCELLANEOUS REVENUES	79,839.59	1,708,529.63	1,962,805	254,275	22.21 %
4900 OTHER FINANCING SOURCES	.00	2,999,764.87	9,999,735	6,999,970	29.79 %

**TOTAL REVENUES	2,226,340.17	36,861,479.94	47,327,098	10,465,619	17.93 %
EXPENDITURES					
PUBLIC SAFETY					
5005 SALARIES	409,197.22	5,159,126.23	5,303,660	144,534	2.73 %
5100 BENEFITS	203,873.88	2,470,682.38	2,636,827	166,145	6.30 %
5205 OPERATING	46,711.79	737,414.83	802,923	65,508	8.16 %
5700 CAPITAL OUTLAY	147,979.71	393,137.26	458,360	65,223	14.23 %

**TOTAL PUBLIC SAFETY	807,762.60	8,760,360.70	9,201,770	441,410	4.80 %
PUBLIC WORKS					
5005 SALARIES	78,781.74	1,034,765.15	1,106,060	71,295	6.45 %
5100 BENEFITS	35,719.76	451,059.06	542,812	91,753	16.90 %
5205 OPERATING	91,873.59	1,978,341.46	2,303,985	325,644	14.13 %
5700 CAPITAL OUTLAY	29,880.03	53,831.09	472,499	418,668	88.61 %

**TOTAL PUBLIC WORKS	236,255.12	3,517,996.76	4,425,356	907,360	20.50 %
HEALTH AND SOCIAL SERVICES					
5005 SALARIES	36,041.13	516,840.38	486,693	<30,147>	6.19-%
5100 BENEFITS	11,602.43	156,913.94	152,638	<4,276>	2.80-%
5205 OPERATING	115,884.62	1,184,846.17	1,275,129	90,283	7.08 %
5700 CAPITAL OUTLAY	.00	27,307.85	15,150	<12,158>	80.25-%
5865 OTHER EXPENDITURES	.00	29.75	0	<30>	.00 %

**TOTAL HEALTH & SOCIAL SERV	163,528.18	1,885,938.09	1,929,610	43,672	2.26 %

PRELIMINARY

CITY OF MARSHALLTOWN
BUDGET REPORT BY CATEGORY
EXCLUDES NON-BUDGETED FUNDS 681-686,
801-878 and 999
For the Twelve Months Ending June 30, 2015

DESCRIPTION	THIS MONTH ACTUAL	Y-T-D ACTUAL	FINAL AMND BDGT	REMAINING BGT	% REMAINING
CULTURE AND RECREATION					
5005 SALARIES	93,577.98	1,136,776.55	1,158,247	21,470	1.85 %
5100 BENEFITS	29,534.53	374,219.81	408,721	34,501	8.44 %
5205 OPERATING	133,776.58	1,007,346.15	1,051,981	44,635	4.24 %
5700 CAPITAL OUTLAY	14,891.68	179,989.61	259,601	79,611	30.67 %
5865 OTHER EXPENDITURES	61.89	362.27	0	<362>	.00 %
**TOTAL CULTURE & RECREATION					
	271,842.66	2,698,694.39	2,878,550	179,855	6.25 %
COMMUNITY & ECONOMIC DEVELMNT					
5005 SALARIES	16,891.86	200,765.49	243,717	42,952	17.62 %
5100 BENEFITS	5,071.22	62,553.82	86,696	24,142	27.85 %
5205 OPERATING	80,531.26	1,340,410.18	1,446,514	106,104	7.34 %
5700 CAPITAL OUTLAY	.00	.00	12,000	12,000	100.00 %
**TOTAL COMM & ECONOMIC DV					
	102,494.34	1,603,729.49	1,788,927	185,198	10.35 %
GENERAL GOVERNMENT					
5005 SALARIES	41,448.88	645,889.71	831,312	185,422	22.30 %
5100 BENEFITS	13,983.72	245,614.50	268,048	22,434	8.37 %
5205 OPERATING	11,573.47	298,240.34	328,947	30,707	9.33 %
5700 CAPITAL OUTLAY	.00	35,537.92	43,265	7,727	17.86 %
5865 OTHER EXPENDITURES	181.43	6,600.87	0	<6,601>	.00 %
**TOTAL GENERAL GOVERNMENT					
	67,187.50	1,231,883.34	1,471,572	239,689	16.29 %
ENTERPRISES					
5005 SALARIES	123,927.04	1,503,936.09	1,642,599	138,663	8.44 %
5100 BENEFITS	44,335.45	531,149.77	609,692	78,542	12.88 %
5205 OPERATING	176,233.42	8,725,294.00	2,623,778	<6,101,516>	232.55-%
5700 CAPITAL OUTLAY	3,212.18	70,994.06	6,065,122	5,994,128	98.83 %
5800 DEBT SERVICE PAYMENTS	8,707.57	1,964,246.96	1,430,556	<533,691>	37.31-%
5865 OTHER EXPENDITURES	3,394.05	5,909.28	4,000	<1,909>	47.73-%
**TOTAL ENTERPRISES					
	359,809.71	12,801,530.16	12,375,747	<425,783>	3.44-%
**DEBT SERVICE					
5000	.00	3,406,183.40	3,415,195	9,012	.26 %
**CAPITAL PROJECTS					
5000	15,867.63	1,848,845.50	5,238,629	3,389,784	64.71 %

PRELIMINARY

83500
COUNCIL
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CITY OF MARSHALLTOWN
BUDGET REPORT BY CATEGORY
EXCLUDES NON-BUDGETED FUNDS 681-686,
801-878 and 999
For the Twelve Months Ending June 30, 2015

3
08/19/15
12:08:22

DESCRIPTION	THIS MONTH ACTUAL	Y-T-D ACTUAL	FINAL AMND BDGT	REMAINING BGT	% REMAINING
***TOTAL EXPENDITURES	2,024,747.74	37,755,161.83	42,725,356	4,970,197	11.63 %
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	201,592.43	<893,681.89>	4,601,742	5,495,422	119.42-%

PRELIMINARY

CITY OF MARSHALLTOWN
BUDGET REPORT BY PROGRAM/DEPARTMENT
EXCLUDES NON-BUDGETED FUNDS 681-686, 801
844, 999
For the Twelve Months Ending June 30, 2015

DESCRIPTION	PERSONAL SERVICES	OPERATING	CAPITAL OUTLAY	DEBT/OTHER COSTS	TOTAL EXPENSES	FINAL AMND BDGT	UNREALIZED TOTAL
2014							
100 PUBLIC SAFETY							
110 Police Administratio	4,223,665	372,846	180,725	0	4,777,236	4,898,232	120,996
113 Police Dispatch	836,318	156,958	172,930	0	1,166,206	1,246,381	80,175
140 Fire Protection	2,368,625	108,807	39,482	0	2,516,914	2,711,801	194,887
141 Fire Training Divisi	119,054	5,149	0	0	124,203	150,504	26,301
142 Fire Prevention Bure	82,146	3,313	0	0	85,459	122,304	36,845
170 Civil Defense	0	28,863	0	0	28,863	28,775	<88>
180 Flood Control	0	18,034	0	0	18,034	328	<17,706>
240 Animal Control	0	43,445	0	0	43,445	43,445	0
100 PUBLIC SAFETY	7,629,808	737,415	393,137	0	8,760,360	9,201,770	441,410
200 PUBLIC WORKS							
120 Traffic Safety	136,942	74,620	0	0	211,562	240,371	28,809
160 Street Lighting	22,590	165,652	0	0	188,242	250,277	62,035
540 Solid Waste	0	113,921	0	0	113,921	113,708	<213>
710 Street Maintenance	872,223	322,761	36,548	0	1,231,532	1,723,184	491,652
711 Street Cleaning	1,623	18,167	0	0	19,790	7,500	<12,290>
712 Snow Removal	58,470	159,773	0	0	218,243	261,700	43,457
740 Sidewalks	0	41,205	0	0	41,205	22,959	<18,246>
750 Street Construction	0	961,262	0	0	961,262	1,146,000	184,738
760 Engineering	360,997	48,509	17,283	0	426,789	529,033	102,244
770 Airport	0	65,702	0	0	65,702	71,190	5,488
790 Parking System	32,979	6,769	0	0	39,748	59,434	19,686
200 PUBLIC WORKS	1,485,824	1,978,341	53,831	0	3,517,996	4,425,356	907,360
300 HEALTH AND SOCIAL SER							
210 Community Health	299,787	1,118,770	27,240	0	1,445,797	1,445,587	<210>
480 Senior Citizens Prog	0	31,704	0	0	31,704	37,819	6,115
550 Electrical Inspectio	67,748	1,775	67	0	69,590	75,381	5,791
560 Building Inspection	170,344	4,265	0	0	174,609	184,565	9,956
561 Rental Inspection	95,949	9,052	0	30	105,031	93,093	<11,938>
581 Nuisance Cleanup	39,926	19,280	0	0	59,206	93,165	33,959
300 HEALTH AND SOCIAL SER	673,754	1,184,846	27,307	30	1,885,937	1,929,610	43,673
400 CULTURE AND RECREATIO							
310 Library	679,910	156,157	151,441	362	987,870	1,046,070	58,200
330 City Band	5,371	532	0	0	5,903	9,762	3,859
340 Fisher Community Cen	0	76,760	0	0	76,760	76,760	0
410 Parks	481,782	222,323	24,883	0	728,988	800,408	71,420
420 Recreation	106,885	29,915	586	0	137,386	174,260	36,874
421 Playgrounds/School	138,061	21,125	300	0	159,486	183,767	24,281
440 Swimming Pools	40,854	150,168	2,550	0	193,572	205,136	11,564
451 Coliseum	24,610	19,616	230	0	44,456	47,377	2,921
460 Convention & Tourism	0	320,457	0	0	320,457	263,390	<57,067>
545 Cable TV	33,525	10,293	0	0	43,818	71,620	27,802

PRELIMINARY

CITY OF MARSHALLTOWN
BUDGET REPORT BY PROGRAM/DEPARTMENT
EXCLUDES NON-BUDGETED FUNDS 681-686, 801
844, 999
For the Twelve Months Ending June 30, 2015

		PERSONAL		CAPITAL	DEBT/OTHER	TOTAL	FINAL	UNREALIZED
DESCRIPTION		SERVICES	OPERATING	OUTLAY	COSTS	EXPENSES	AMND BDGT	TOTAL
400	CULTURE AND RECREATIO							
400	CULTURE AND RECREATIO	1,510,998	1,007,346	179,990	362	2,698,696	2,878,550	179,854
580	Community Beautifica	6,383	7,800	0	0	14,183	22,770	8,587
660	Economic Development	0	131,403	0	0	131,403	195,400	63,997
690	Housing	170,990	1,186,529	0	0	1,357,519	1,471,120	113,601
715	Tree Removal/Maint	6,169	0	0	0	6,169	0	<6,169>
870	Planning & Zoning	79,777	14,679	0	0	94,456	99,637	5,181
500	COMMUNITY AND ECONOMI	263,319	1,340,411	0	0	1,603,730	1,788,927	185,197
600	GENERAL GOVERNMENT							
810	City Council	22,428	486	0	0	22,914	25,422	2,508
820	Technical Services	100,575	3,087	0	0	103,662	104,790	1,128
830	Mayor	8,504	916	0	0	9,420	13,872	4,452
831	City Administrator	124,539	2,935	0	0	127,474	152,784	25,310
840	City Clerk	90,649	26,359	0	1,704	118,712	128,984	10,272
850	Finance	430,753	72,996	1,170	4,240	509,159	547,641	38,482
860	Legal	0	79,157	0	0	79,157	90,000	10,843
880	City Hall	18,934	74,683	0	0	93,617	72,620	<20,997>
890	General Government	1,110	10,145	0	657	11,912	162,024	150,112
891	Data Processing	94,013	27,476	34,368	0	155,857	173,435	17,578
600	GENERAL GOVERNMENT	891,505	298,240	35,538	6,601	1,231,884	1,471,572	239,688
700	BUSINESS TYPE							
180	Flood Control	0	0	0	0	0	30,000	30,000
430	Pool Concessions	14,079	20,703	0	0	34,782	47,837	13,055
440	Swimming Pools	0	0	1,574	0	1,574	0	<1,574>
520	Sewage Treatment	1,054,701	1,745,850	64,206	582,554	3,447,311	4,356,678	909,367
531	Storm Sewer - WPCP	277,577	60,842	2,254	0	340,673	514,633	173,960
532	Dike Maintenance	14,874	15,742	605	0	31,221	29,084	<2,137>
533	Storm Sewer - Permit	0	0	0	0	0	8,000	8,000
540	Solid Waste	20,254	11,508	0	23	31,785	30,055	<1,730>
590	Sanitary Sewers	233,046	6,647,129	1,438	1,387,579	8,269,192	6,595,325	<1,673,867>
780	Bus	420,554	223,519	918	0	644,991	764,135	119,144
700	BUSINESS TYPE	2,035,085	8,725,293	70,995	1,970,156	12,801,529	12,375,747	<425,782>
800	DEBT SERVICE							
990	Intragovernmental Se	0	0	0	3,406,183	3,406,183	3,415,195	9,012
800	DEBT SERVICE	0	0	0	3,406,183	3,406,183	3,415,195	9,012
900	CAPITAL PROJECTS							
		0	18,437	0	0	18,437	975,000	956,563

PRELIMINARY

CITY OF MARSHALLTOWN
BUDGET REPORT BY PROGRAM/DEPARTMENT
EXCLUDES NON-BUDGETED FUNDS 681-686, 801
844, 999

For the Twelve Months Ending June 30, 2015

DESCRIPTION	PERSONAL SERVICES	OPERATING	CAPITAL OUTLAY	DEBT/OTHER COSTS	TOTAL EXPENSES	FINAL AMND BDGT	UNREALIZED TOTAL
110 Police Administratio	0	95,138	0	0	95,138	25,870	<69,268>
140 Fire Protection	0	7,252	0	0	7,252	5,727	<1,525>
310 Library	0	9,284	10,542	0	19,826	19,825	<1>
410 Parks	0	3,381	0	0	3,381	3,852	471
530 Storm Sewer - Engine	0	6,986	7,443	0	14,429	550,000	535,571
580 Community Beautifica	0	4,370	0	0	4,370	4,000	<370>
710 Street Maintenance	0	60,640	0	0	60,640	2,000,000	1,939,360
750 Street Construction	0	1,432,950	1,500	0	1,434,450	1,463,862	29,412
756 Municipal Collector	0	167,677	0	0	167,677	168,755	1,078
770 Airport	0	23,246	0	0	23,246	21,738	<1,508>
900 CAPITAL PROJECTS	0	1,829,361	19,485	0	1,848,846	5,238,629	3,389,783
2014	14,490,293	17,101,253	780,283	5,383,332	37,755,161	42,725,356	4,970,195

PRELIMINARY

COUNCIL PROCEEDINGS
September 28, 2015

The Marshalltown City Council met in regular session on September 28, 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. Councilor Martin appreciated the collaboration effort between the city and county regarding repair of the North Center Street bridge. Mayor Lowrance thanked the Oktoberfest committee for hosting another outstanding event. Employees were honored for service, Brad Batement, five years and Police Sergeant Bellile, 25 years. Present: Gowdy, Hoop, Lamer, Martin, Schubert, Wirin. Present by speakerphone, fully participating: Greer. Schubert moved to approve the agenda, second by Wirin. Motion approved 7-0.

CONSENT AGENDA:

Lamer moved to approve the Consent Agenda, removing the façade grant application for 16 E Main Street from the consent agenda: Approve Council meeting Minutes of September 14, 2015; Approve Bill List in the amount of \$969,516.30; Receipt of Building Report – August 2015; Resolution 2015-153 Approving 2015 Concrete Repair Project 76015006, Change Order #1, \$1,647.00; Resolution 2015-154 Approving 2012 NE Sanitary Sewer Rehabilitation Project 59011015, Change Order #4, \$9,527.04; Resolution 2015-155 Approving 2012 NE Sanitary Sewer Rehabilitation Project 59011015, Change Order #5, deduct of \$18,743.46; Resolution 2015-156 Approving 2012 NE Sanitary Sewer Rehabilitation Project 59011015, Certificate of Completion and Final Costs \$1,236,927.52; Resolution 2015-157 Approving North Center Street Bridge replacement project 76016001, application for federal bridge construction fund; Resolution 2015-158 approving Road Use tax report; Resolution 2015-159 approving Final Transfer resolution; Resolution 2015-160 approving Memorandum of Understanding with Iowa Department of Administrative Services, for participation in State of Iowa “offset” program; Resolution 2015-161 Authorizing Hiring Reserve Police Officers Jerrod Leffler and Raquel Zamora; second by Wirin. Consent agenda adopted 7-0.

REPORT:

Karina Hernandez, coordinator of the Read by Third project and Roger’s University presented an update on the activities and progress of the community wide Read by Third program. The task force has focus on attendance, school readiness and summer learning. The project was established in 2012. Several city employees are involved with the project.

MOTION

Greer moved to approve the Façade Grant Application, 16 E Main Street, Clapsaddle-Garber Associates, reimbursable improvement amount not to exceed \$5,740, second by Lamer. Doug Husak, chair of the Façade Committee, explained the scope of project, with the goal to incentive owners to take care of deferred maintenance. Hoop disagreed that the type of work to be performed is not the intent of the façade improvement. Motion carried, 6-1, with Hoop dissenting.

Schubert moved to approve the cigarette permit for Godfrey Motors, dba In & Out BP travel Plaza, 1701 Iowa Ave East, second by Gowdy. At 5:50 PM Greer was not available for roll call. Motion carried 6-0.

RESOLUTIONS:

Wirin moved to adopt Resolution 2015-162 approving Confined Space and High Angle Rescue Agreement with Alliant Energy, IPL., second by Hoop. Alliant Energy plans to contribute \$56,016 toward the cost of training for the members of the Marshalltown Fire Department to provide those services. At 5:57 PM Greer returned to the meeting, stated he had an issue with the mute button on his cell phone. Resolution adopted 7-0.

Lamer moved to adopt Resolution 2015-163 Setting date, October 12, 2015, for a public hearing on a Development Agreement with Teamwork–1, LLC., and the Bobcat Academy, including economic development payments in an amount not to exceed \$125,000, second by Hoop. Resolution adopted 7-0.

Schubert moved to adopt Resolution 2015-164 to fix a date, October 12, 2015, for a Public Hearing on a general obligation loan agreement in a principal amount not to exceed \$2,000,000, constructing street and related improvements (including work for the TIG Distributing Development Agreement) and financing a program for the removal of dilapidated or dangerous buildings, second by Gowdy. The council discussed the self imposed goal of \$3.50 max for the debt levy; Acting Finance Director DeMoss informed the council the worst case the debt levy could be \$3.61. Resolution adopted 7-0.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open regarding the plans and specifications for the South 18th Avenue Improvement project 76015011. Public Works Director Nickel was present to answer questions and informed the council two left turn lanes will be added on South 19th Avenue. This improvement is related to the Menard’s project. There were no written or public comments. Mayor Lowrance declared the public hearing closed.

Hoop moved to adopt Resolution 2015-165 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, second by Gowdy. Resolution adopted 7-0.

ORDINANCES

Lamer moved to adopt the third reading and adopt 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 Martin. Third reading and Ordinance adopted 6-1, with Greer dissenting.

COUNCIL PROCEEDINGS
September 28, 2015

FUTURE AGENDA ITEMS DISCUSSION:

The council discussed the following items to be addressed at a future meeting: Alcohol permit for Palacios, Inc., dba Rancho Adelinas, 101 N Center Street; Alcohol permit for Godfrey Motors, dba In & Out BP travel Plaza, 1701 Iowa Ave East; Façade grant application 207 E Church Street; Declare surplus, parks department 1996 Ford Windstar (mileage 102k, acquisition cost \$9,050) and obsolete self contained breathing apparatus; Transportation services contract renewal with Region 6, relating to Peoplerides, offering para transit and premium ride demand response; Transportation services contract renewal with TMS Management, providing non-emergency medical transportation service for eligible Medicaid participants; Alliant Sewer Extension project 66013014, certificate of completion, final project costs of \$231,461.00, Raccoon Valley Contractors; South East South Street Extension project 66013008, hearing on plans and specifications set for October 12; General Aviation Vertical Infrastructure grant assistance application, with the Iowa Department of Transportation, pave remaining six stalls of the t-hangar floor. 85% reimbursement up to \$80,325; Surface transportation program agreements with the Iowa Department of Transportation; HMA resurfacing with milling from 500 feet East of 18th Ave to 1.5 miles east on East Main Street, project 76015008; PCC Patching on South 18th Avenue from East Main Street south to Highway 30, project 76015009; HMA resurfacing with milling on Iowa Avenue East from South Center Street to South 18th Avenue, project 76015010; 18th Avenue Improvements project 76015011, accept bid and authorize award of contract; Outsource IT Services formal quote, outsource information technology service; July Financials.

PUBLIC COMMENT

There were no public comments.

ADJOURNMENT

With no further action the meeting adjourned at 6:40 PM.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

James L. Lowrance, Mayor

Shari L. Coughenour, CMC, City Clerk