

1. Agenda

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2. Supporting Meeting Documents

Documents:

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[PACKET.PDF](#)

[SEWER REVENUE BOND.PDF](#)



COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET
JULY 27, 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:

Years of Service:
25 years: Ken Gratopp
15 years: Chris Roush
10 years: Brad Wilson

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 June 13, 2015.
2. Approve Bill List in the amount of \$1,302,567.17
3. Receipt of List of Purchases and Vertical Public Improvements between \$10,000 and \$35,000 approved by City Administrator
 - a) Pajic Tuckpointing, LLC tuckpointing of police building, \$17,650.00.
 - b) Racom Corporation, EDACS Access, \$12,964.32.
 - c) Mid Country Machinery, extendable arm mower with mount and install, \$34,200.00.
4. Receipt of Building Report, June, 2015.
5. Approve Building Code Upgrade Grant Application, Professional Building, 208 E Church Street, not to exceed 50% or \$20,000 of eligible code improvement.
6. Appoint Mary Lake to Coliseum Commission, replacing T Gruetzmacher, term expires 1/1/2018.
7. Resolution 2015-121 Approving Purchase of 2015 Case End Loader, Titan Machinery, \$156,626.00
8. Resolution 2015-122 Accepting Bid and Authorizing the Award of Contract for the WPCP Concrete Repair Project 52013017A, Hay Construction Services, Inc., \$208,790.00
9. Resolution 2015-123 Approving Contract and Bond for the WPCP Concrete Repair Project 52013017A, Hay Construction Services, Inc., \$208,790.
10. Resolution 2015-124 Approving Development Agreement with DT Retail Properties, LLC., for construction of public sidewalks, construction or repair of driveway approaches and construction or repair of street pavement.
11. Resolution 2015-125 Rescinding Approval of Revitalize Iowa's Sound Economy Program (RISE) Agreement with the Iowa Department of Transportation for the South Street Improvements, Relating to the Development Agreement with TIG Distributing, Inc.
12. Resolution 2015-126 to Support the Iowa Department of Transportation RISE Application for South Street Improvements Relating to the Development Agreement with TIG Distributing, Inc.

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



13. Tentative Resolution 2015-127 Providing for the Conveyance and transfer of Title to the property herein described to Theisen Development Co., LLC, Setting public hearing for August 10, 2015.
14. Approve Liquor Licenses: (Pending fire inspection passage)

RENEWALS:

Class C Liquor: The Oasis, Calvin Rockett Bar & Grill, Gathering Spot, Los Compadres 2 LLC, 13th Street Inn

Class C Beer: Big KMart

(end of consent agenda items)

REPORTS:

15. Alliant project update, Kenn Vinson

MOTIONS:

16. Approve Independent Registered Municipal Advisor (IRMA) letter, regarding independent registered municipal advisor, Speer Financial, Inc., on all matters relating to the 2015 Sewer Revenue Bonds.

RESOLUTIONS:

17. Resolution 2015-128 Providing for the Issuance and Securing the Payment of \$6,000,000 Sewer Revenue Bond, Series 2015.
18. Resolution 2015-129 Setting Date for public hearing on 2015 amendment to Urban Renewal Plan for Marshalltown Area No 2 and on Revised Development Agreement with TIG Distributing, Inc.

DISCUSSION: Next agenda in process

1. TC's Lounge, expansion of Outdoor Service for special events, August 15, August 21 & September 25, dimension 90' x 40' into east parking lot
2. Federal Violence against Women Act contract, FYE 6/30/2016
3. Reap Grant, Iowa River Trail, application due 8/15.
4. Snyder & Associates, Inc., Engineering Services Agreement, Iowa River Trail Phase 1 Project, \$116,104.00
5. Purchase of 2016 International 7400 SFA 4x2 Dump Truck with snow plow attachments from O'Halloran International, \$132,166.00
6. Bids, Salt for Ice and Snow Control FYE 6/30/2016, Independent Salt Company, \$76.92 per ton.

PUBLIC COMMENTS:

CLOSED SESSION:

Closed session pursuant to Section 21.5, subsection 1, paragraph c, of the Code of Iowa, to discuss strategy with counsel in matters where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the city in that litigation.

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

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

ADJOURNMENT:

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COUNCIL DATE: July 27, 2015

VISA	\$18,405.85
ACH'S	\$416,126.82
CHECKS	\$301,817.13
PAYROLL #13	\$566,217.37
VOIDS	\$0.00
\$1,302,567.17	TOTAL FOR COUNCIL

540430.5600.055	A & P FOOD EQUIPMENT INC	SNO KONE CUPS	64.94
101310.5450.000	A T & T	WIRELESS SERVICE	31.89
101440.5600.054	ACCO UNLIMITED CORP	LIQUID CHLORINE	655.00
101421.5600.450	ADLAND ENGRAVING CO INC	CAMP MTOWN SHIRTS	174.30
101421.5600.450	ADLAND ENGRAVING CO INC	CAMP MTOWN SHIRTS	104.62
101421.5600.450	ADLAND ENGRAVING CO INC	CAMP MTOWN SHIRTS	9.96
233410.5600.000	ADLAND ENGRAVING CO INC	SOFTBALL TROPHIES	136.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	Tickets	244.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	Tickets	244.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	Tickets	160.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	Tickets	160.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	Tickets	128.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	Tickets	96.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	Tickets	96.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	Tickets	96.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	Tickets	64.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	Tickets	64.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	Tickets	64.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	Tickets	64.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	Tickets	64.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	Tickets	32.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	Tickets	32.00
206710.5600.000	AIRGAS USA, LLC	ARAGON	51.40
101110.5450.000	ALLIANCE CONNECT	7/1-7/31 CITY PHONES	477.82
290113.5450.000	ALLIANCE CONNECT	7/1-7/31 CITY PHONES	241.38
101420.5450.000	ALLIANCE CONNECT	7/1-7/31 CITY PHONES	197.70
101890.5450.000	ALLIANCE CONNECT	7/1-7/31 CITY PHONES	165.58
101140.5450.000	ALLIANCE CONNECT	7/1-7/31 CITY PHONES	136.74
101310.5450.000	ALLIANCE CONNECT	7/1-7/31 CITY PHONES	136.74
520520.5450.000	ALLIANCE CONNECT	7/1-7/31 CITY PHONES	110.80
278690.5450.000	ALLIANCE CONNECT	7/1-7/31 CITY PHONES	102.98
206710.5450.000	ALLIANCE CONNECT	7/1-7/31 CITY PHONES	101.32
101840.5450.000	ALLIANCE CONNECT	7/1-7/31 CITY PHONES	69.20
101850.5450.000	ALLIANCE CONNECT	7/1-7/31 CITY PHONES	69.20
550780.5450.000	ALLIANCE CONNECT	7/1-7/31 CITY PHONES	65.90
101440.5450.000	ALLIANCE CONNECT	7/1-7/31 CITY PHONES	64.24
101560.5450.000	ALLIANCE CONNECT	7/1-7/31 CITY PHONES	35.42
101561.5450.000	ALLIANCE CONNECT	7/1-7/31 CITY PHONES	35.42
101770.5450.000	ALLIANCE CONNECT	7/1-7/31 CITY PHONES	35.42
101830.5450.000	ALLIANCE CONNECT	7/1-7/31 CITY PHONES	35.42

101831.5450.000	ALLIANCE CONNECT	7/1-7/31 CITY PHONES	35.42
206760.5450.000	ALLIANCE CONNECT	7/1-7/31 CITY PHONES	35.42
283210.5450.000	ALLIANCE CONNECT	7/1-7/31 CITY PHONES	35.42
283210.5450.000	ALLIANCE CONNECT	7/1-7/31 CITY PHONES	35.42
290113.5450.000	ALLIANCE CONNECT	7/1-7/31 CITY PHONES	33.83
101581.5450.000	ALLIANCE CONNECT	7/1-7/31 CITY PHONES	33.78
101820.5450.000	ALLIANCE CONNECT	7/1-7/31 CITY PHONES	33.78
101870.5450.000	ALLIANCE CONNECT	7/1-7/31 CITY PHONES	33.78
152451.5450.000	ALLIANCE CONNECT	7/1-7/31 CITY PHONES	33.78
206120.5450.000	ALLIANCE CONNECT	7/1-7/31 CITY PHONES	33.78
283210.5450.000	ALLIANCE CONNECT	7/1-7/31 CITY PHONES	33.78
101480.5450.000	ALLIANCE CONNECT	7/1-7/31 CITY PHONES	32.12
101891.5450.000	ALLIANCE CONNECT	7/1-7/31 CITY PHONES	32.12
233410.5450.000	ALLIANCE CONNECT	7/1-7/31 CITY PHONES	32.12
510531.5450.000	ALLIANCE CONNECT	7/1-7/31 CITY PHONES	22.24
520590.5450.000	ALLIANCE CONNECT	7/1-7/31 CITY PHONES	14.84
101890.5450.000	ALLIANCE CONNECT	7/1-7/31 CITY PHONES	4.92
101310.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	2,635.51
101310.5480.020	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	161.21
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	32.29
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	15,133.90
206160.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	49.90
101410.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	44.50
101410.5340.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	29.32
206160.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	88.98
206160.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	28.43
101410.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	11.99
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	19.31
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	34.97
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	145.78
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	45.01
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	36.34
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	34.74
206160.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	55.07
281690.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	18.72
281690.5480.020	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	12.92
281690.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	69.84
281690.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	17.05
281690.5480.020	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	11.06
281690.5480.020	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	10.46
520590.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	112.57
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	33.58
510531.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	1,017.83
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	26.60
206160.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	22.89
520520.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	19.17
530540.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	54.38
101410.5480.020	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	18.61
101410.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	209.77
101410.5480.020	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	18.03
101410.5480.020	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	18.03
520590.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	102.17

520520.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	472.95
101410.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	1,089.80
101410.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	50.95
101410.5480.020	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	40.95
101881.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	1,922.54
101881.5480.020	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	39.76
520520.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	21,357.72
520520.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	88.81
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	22.15
520590.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	246.78
520520.5480.020	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	4,010.39
520590.5480.020	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	11.57
510531.5480.020	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	7.72
101170.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	19.77
101410.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	18.14
520590.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	143.31
520520.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	19.90
206710.5600.000	ALLIED ELECTRONICS INC	OP SUPPLIES	104.82
101310.5732.300	AMAZON.COM	BOOK	15.98
101310.5732.300	AMAZON.COM	BOOK	14.39
101310.5732.300	AMAZON.COM	BOOK	14.34
101310.5732.300	AMAZON.COM	BOOK	13.86
101310.5732.300	AMAZON.COM	BOOK	11.75
101310.5732.300	AMAZON.COM	BOOK	11.23
101310.5732.300	AMAZON.COM	BOOK	10.97
101310.5732.300	AMAZON.COM	BOOK	9.82
101310.5732.300	AMAZON.COM	BOOK	8.98
101310.5732.300	AMAZON.COM	BOOK	8.17
101310.5732.300	AMAZON.COM	BOOK	7.99
101310.5732.300	AMAZON.COM	BOOK	6.99
101310.5732.300	AMAZON.COM	BOOK	6.99
101310.5732.300	AMAZON.COM	BOOK	6.78
101310.5732.300	AMAZON.COM	BOOK	6.67
101310.5732.300	AMAZON.COM	BOOK	5.96
101310.5732.300	AMAZON.COM	BOOK	5.63
101310.5732.300	AMAZON.COM	BOOK	5.16
101310.5732.300	AMAZON.COM	BOOK	4.03
101310.5732.300	AMAZON.COM	BOOK	4.00
101310.5732.300	AMAZON.COM	BOOK	4.00
101310.5732.300	AMAZON.COM	BOOK	4.00
101310.5600.000	AMAZON.COM	CAMERA	400.74
101110.5600.000	AMAZON.COM	CAR CHARGER	12.18
101310.5732.300	AMAZON.COM	DVD	9.71
242310.5732.300	AMAZON.COM	DVDS	18.74
247410.5600.000	AMAZON.COM	Electrical	187.30
101310.5600.000	AMAZON.COM	ERC388 RIB	3.38
242310.5732.300	AMAZON.COM	GENEALOGY	44.24
242310.5732.300	AMAZON.COM	GENEALOGY	24.95
242310.5732.300	AMAZON.COM	GENEALOGY	20.22
242310.5732.300	AMAZON.COM	GENEALOGY	19.82
242310.5732.300	AMAZON.COM	GENEALOGY	13.59
101850.5600.000	AMAZON.COM	GFOA	3.99

101310.5600.000	AMAZON.COM	INK ROLLER	9.94
101310.5732.320	AMAZON.COM	LOST/MEM BOOKS	79.33
101310.5732.320	AMAZON.COM	LOST/MEM BOOKS	75.95
101310.5732.320	AMAZON.COM	LOST/MEM BOOKS	39.46
101310.5732.320	AMAZON.COM	LOST/MEM BOOKS	22.18
101310.5732.320	AMAZON.COM	LOST/MEM BOOKS	12.33
101310.5732.320	AMAZON.COM	LOST/MEM BOOKS	9.39
101310.5732.320	AMAZON.COM	LOST/MEM BOOKS	7.59
101310.5732.320	AMAZON.COM	LOST/MEM BOOKS	18.94
101421.5600.010	AMAZON.COM	MASSAGE TABLE	90.96
206710.5600.000	AMAZON.COM	OP SUPPLIES	16.12
101310.5600.000	AMAZON.COM	SHIPPING	25.12
101310.5600.000	AMAZON.COM	SUPPLIES	33.75
101310.5600.000	AMAZON.COM	SUPPLIES	12.19
550780.5570.000	AMAZON.COM	VEHICLE MAINT	44.30
206710.5570.000	AMAZON.COM	VEHICLE MAINT	35.93
550780.5570.000	AMAZON.COM	VEHICLE MAINT	35.44
206710.5570.000	AMAZON.COM	VEHICLE MAINT	8.86
206710.5570.000	ARNOLD MOTOR SUPPLY	AIR FILTERS	11.62
206710.5570.000	ARNOLD MOTOR SUPPLY	CARB KIT, FILTER	31.94
206710.5600.000	ARNOLD MOTOR SUPPLY	FOLD LOCKBACK	38.32
101410.5570.000	ARNOLD MOTOR SUPPLY	GARBAGE TRUCK PART	101.43
206710.5570.000	ARNOLD MOTOR SUPPLY	HUB ASSY	223.42
101410.5570.000	ARNOLD MOTOR SUPPLY	IGNITION CONTROL	51.55
206710.5570.000	ARNOLD MOTOR SUPPLY	METAL LUBE,	21.60
206710.5570.000	ARNOLD MOTOR SUPPLY	MISC LABOR,	104.64
206710.5570.000	ARNOLD MOTOR SUPPLY	MISC LABOR,	52.30
550780.5570.000	ARNOLD MOTOR SUPPLY	OIL FILTERS	48.20
550780.5570.000	ARNOLD MOTOR SUPPLY	OIL FILTERS	12.94
206710.5600.000	ARNOLD MOTOR SUPPLY	RATTLECANS	275.81
101410.5570.000	ARNOLD MOTOR SUPPLY	RETURN IGNITION CTRL	(51.55)
550780.5570.000	ARNOLD MOTOR SUPPLY	VALVE CORE	1.33
206710.5340.010	ARAMARK	MAT SERVICE	59.45
206710.5340.010	ARAMARK	MAT SERVICE	59.45
206710.5340.010	ARAMARK	MAT SERVICE	59.45
206710.5340.010	ARAMARK	MAT SERVICE	59.45
206710.5340.010	ARAMARK	MAT SERVICE	59.45
101410.5340.010	ARAMARK	PARK SHELTER	23.83
101410.5340.010	ARAMARK	PARK SHELTER	23.83
101410.5340.010	ARAMARK	SUPPLIES P&R	12.30
101410.5340.010	ARAMARK	SUPPLIES P&R	7.96
152451.5340.010	ARAMARK	SUPPLIES P&R	7.14
152451.5340.010	ARAMARK	SUPPLIES P&R	2.80
101410.5340.010	ARAMARK	SUPPLIES PARK SHELTERS	23.83
101410.5340.010	ARAMARK	SUPPLIES PARK SHELTERS	12.30
152451.5340.010	ARAMARK	SUPPLIES PARK SHELTERS	2.80
101410.5340.010	ARAMARK	SUPPLIES PARK SHELTERS	12.30
101410.5340.010	ARAMARK	SUPPLIES PARK SHELTERS	7.96
152451.5340.010	ARAMARK	SUPPLIES PARK SHELTERS	7.14
152451.5340.010	ARAMARK	SUPPLIES PARK SHELTERS	2.80
540440.5410.000	AZS INDUSTRIES	50% POOL MAINTENANCE	3,300.00
101310.5732.300	BAKER & TAYLOR ENTERTAINMENT	DVDs	147.12

101310.5732.300	BAKER & TAYLOR ENTERTAINMENT	DVDs	126.74
101310.5732.300	BAKER & TAYLOR ENTERTAINMENT	DVDs	77.85
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	310.00
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	159.42
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	117.53
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	60.78
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	56.01
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	50.93
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	47.04
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	40.93
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	29.11
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	28.00
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	27.94
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	22.78
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	15.67
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	13.97
242310.5732.300	BAKER & TAYLOR INCORP	GENEALOGY BOOK	15.59
101310.5732.320	BAKER & TAYLOR INCORP	MEMORIAL BOOKS	288.77
101310.5732.300	BAKER & TAYLOR INCORP	MEMORIAL BOOKS	239.51
101310.5732.300	BAKER & TAYLOR INCORP	MEMORIAL BOOKS	196.28
101310.5732.300	BAKER & TAYLOR INCORP	MEMORIAL BOOKS	44.77
101310.5732.320	BAKER & TAYLOR INCORP	MEMORIAL BOOKS	43.28
101310.5732.300	BAKER & TAYLOR INCORP	MEMORIAL BOOKS	31.30
101310.5732.300	BAKER & TAYLOR INCORP	MEMORIAL BOOKS	24.67
101310.5732.300	BAKER & TAYLOR INCORP	MEMORIAL BOOKS	24.14
101310.5732.300	BAKER & TAYLOR INCORP	MEMORIAL BOOKS	19.16
101310.5732.320	BAKER & TAYLOR INCORP	MEMORIAL BOOKS	17.39
101310.5732.320	BAKER & TAYLOR INCORP	MEMORIAL BOOKS	13.77
101310.5732.320	BAKER & TAYLOR INCORP	MEMORIAL BOOKS	13.77
101310.5732.320	BAKER & TAYLOR INCORP	MEMORIAL BOOKS	10.74
101310.5732.300	BAKER & TAYLOR INCORP	MEMORIAL BOOKS	8.99
101310.5732.300	BAKER & TAYLOR INCORP	MEMORIAL BOOKS	8.97
101310.5732.300	BAKER & TAYLOR INCORP	MEMORIAL BOOKS	8.97
101310.5732.250	BAKER & TAYLOR INCORP	REFERENCE BOOK	20.97
101891.5600.000	BDH INFORMATION TECHNOLOGY INC	CABLES	12.98
150891.5703.000	BDH INFORMATION TECHNOLOGY INC	COMPUTER& LICENSING	6,301.29
681110.5339.000	BERNIE LOWE & ASSOCIATES, INC	411 MED CLAIMS	598.63
681140.5339.000	BERNIE LOWE & ASSOCIATES, INC	411 MED CLAIMS	188.35
681110.5230.000	BERNIE LOWE & ASSOCIATES, INC	411 MED CLAIMS	117.60
681140.5230.000	BERNIE LOWE & ASSOCIATES, INC	411 MED CLAIMS	18.41
684990.5230.000	BERNIE LOWE & ASSOCIATES, INC	JUNE CONSULTING	2,152.50
101310.5732.300	BEST BUY COMPANY INC	CHILDREN'S BOOKS	157.97
101310.5732.300	BEST BUY COMPANY INC	JUV BOOKS	32.98
101310.5732.300	BLACKSTONE AUDIO, INC.	AUDIO BOOK	135.00
101310.5732.300	BLACKSTONE AUDIO, INC.	AUDIO BOOKS	180.00
101310.5732.300	BLACKSTONE AUDIO, INC.	AUDIO BOOKS	90.00
101310.5732.300	BLACKSTONE AUDIO, INC.	AUDIO BOOKS	45.00
520520.5410.000	BLINK ELECTRIC MOTORS INC	REPAIR RAW	352.50
477580.5600.000	BOOKDEPOSITORY.COM	P&R DEPOSITS	35.64
101310.5732.300	BRODART INC	GRAPHIC BOOK	5.49
101310.5732.320	BRODART INC	LOST/MEMORIAL	303.47
206120.5600.000	BROWN TRAFFIC PRODUCTS INC	PEDAL	241.50

101110.5600.000	BROWNELLS INC	D-CELL BATTERIES	25.95
520520.5132.000	BROWN'S SHOE FIT CO	INSOLES -	85.00
283210.5600.010	BUILDADDESIGN.COM	SIGN HOLDER	78.11
101110.5132.000	CARPENTER UNIFORM COMPANY	1PR UNIFORM	59.81
101110.5132.000	CARPENTER UNIFORM COMPANY	UNIFORM PANT	120.64
206710.5570.000	CASEY'S	VEHICLE MAINT	22.74
206710.5570.000	CASEY'S	VEHICLE MAINT	18.46
206710.5570.000	CASEY'S	VEHICLE MAINT	14.18
101310.5732.300	CENGAGE LEARNING INC	BOOK	19.46
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE BOOKS	251.11
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE BOOKS	217.40
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE BOOKS	79.46
101310.5732.300	CENGAGE LEARNING INC	LARGE TYPE BOOKS	43.98
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE BOOKS	31.19
101310.5732.320	CENGAGE LEARNING INC	LARGE TYPE BOOKS	25.59
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE BOOKS	23.99
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE BOOKS	21.59
242310.5732.300	CENTER POINT LARGE PRINT	LARGE TYPE BOOKS	78.63
242310.5732.300	CENTER POINT LARGE PRINT	SERIES ORDERS	3,070.08
233410.5562.000	CENTRAL IOWA FARM STORE INC	3 BLADES	50.01
510532.5410.000	CENTRAL IOWA MACHINE SHOP INC	SHARPEN 6 MOWER BLDS	318.78
520520.5410.000	CENTRAL IOWA MACHINE SHOP INC	WELD GAS BALL FLOAT	37.50
101770.5480.000	CENTRAL IOWA WATER ASSOCIATION	AIRPORT WATER	144.56
550780.5370.000	CENTRAL OFFICE SUPPLY	INK CARTRIDGE	95.90
101110.5600.000	CENTRAL OFFICE SUPPLY	OFFICE SUPPLIES	31.54
101560.5600.000	CENTRAL OFFICE SUPPLY	RIBBON, HIGH LITERS	14.64
278690.5600.000	CENTRAL OFFICE SUPPLY	RIBBON, HIGH LITERS	9.66
550780.5370.000	CENTRAL OFFICE SUPPLY	STAPLES	12.24
101110.5600.000	CENTRAL OFFICE SUPPLY	TRASH LINERS	97.84
101560.5600.000	CENTRAL OFFICE SUPPLY	TYPE WRITER RIBBON	14.64
290113.5450.000	CENTURYLINK	MONTHLY PHONE LINES	418.00
290113.5450.000	CENTURYLINK	MONTHLY PHONE LINES	76.00
290113.5450.000	CENTURYLINK	MONTHLY PHONE LINES	20.37
101110.5450.000	CENTURYLINK	MONTHLY PHONE LINES	40.80
290113.5450.000	CENTURYLINK	MONTHLY PHONE LINES	23.98
101310.5450.000	CENTURYLINK	MONTHLY PHONE LINES	9.43
101420.5450.000	CENTURYLINK	MONTHLY PHONE LINES	7.84
101140.5450.000	CENTURYLINK	MONTHLY PHONE LINES	6.54
283210.5450.000	CENTURYLINK	MONTHLY PHONE LINES	6.11
206760.5450.000	CENTURYLINK	MONTHLY PHONE LINES	4.14
520520.5450.000	CENTURYLINK	MONTHLY PHONE LINES	3.74
101831.5450.000	CENTURYLINK	MONTHLY PHONE LINES	3.41
101820.5450.000	CENTURYLINK	MONTHLY PHONE LINES	2.94
101850.5450.000	CENTURYLINK	MONTHLY PHONE LINES	2.91
101891.5450.000	CENTURYLINK	MONTHLY PHONE LINES	2.88
276210.5450.000	CENTURYLINK	MONTHLY PHONE LINES	2.85
206710.5450.000	CENTURYLINK	MONTHLY PHONE LINES	2.68
101480.5450.000	CENTURYLINK	MONTHLY PHONE LINES	1.96
101890.5450.000	CENTURYLINK	MONTHLY PHONE LINES	1.75
550780.5450.000	CENTURYLINK	MONTHLY PHONE LINES	1.55
101790.5450.000	CENTURYLINK	MONTHLY PHONE LINES	0.62
101840.5450.000	CENTURYLINK	MONTHLY PHONE LINES	0.56

520590.5450.000	CENTURYLINK	MONTHLY PHONE LINES	0.37
510531.5450.000	CENTURYLINK	MONTHLY PHONE LINES	0.25
206710.5610.520	CESSFORD CONSTRUCTION	HIGH PERF COLD MIX	950.40
206710.5610.520	CESSFORD CONSTRUCTION	HIGH PERF COLD MIX	816.81
206710.5610.520	CESSFORD CONSTRUCTION	HIGH PERF COLD MIX	609.60
101110.5430.000	CHRIS FEAGAN	INTERPRETING	45.00
206710.5600.600	CLARKE ENVIRON MOSQ. MAN. INC	MOSQUITO SPRAY	2,844.62
540430.5600.055	COCA COLA ENTERPRISES INC	CONCESSION PRODUCT	467.02
101310.5600.000	CoLibri Systems	BOOK COVERS	815.00
510531.5600.000	CONCRETE INC	417 SWAYZE	169.83
510531.5600.000	CONCRETE INC	417 SWAYZE	126.07
510531.5600.000	CONCRETE INC	418 SWAYZE	141.53
510531.5600.000	CONCRETE INC	418 SWAYZE	113.22
206160.5480.010	CONSUMERS ENERGY CO-OP	6/1-7/1 ELECTRIC	374.43
206120.5480.010	CONSUMERS ENERGY CO-OP	6/1-7/1 ELECTRIC	60.10
206710.5410.000	CRESCENT ELECTRIC SUPPLY CO	240V BREAKER	96.00
206710.5410.000	CRESCENT ELECTRIC SUPPLY CO	GE 100A-240	188.43
101410.5600.080	CRESCENT ELECTRIC SUPPLY CO	OP SUPPLIES	175.00
206710.5600.000	CRESCENT ELECTRIC SUPPLY CO	OP SUPPLIES	160.42
101310.5600.000	CRESCENT ELECTRIC SUPPLY CO	OP SUPPLIES	74.81
101880.5600.000	CRESCENT ELECTRIC SUPPLY CO	OP SUPPLIES	74.81
101550.5600.000	CRESCENT ELECTRIC SUPPLY CO	OP SUPPLIES	8.93
101770.5570.000	CROP PRODUCTION SERVICES	DIESEL DELIVERY	639.33
206710.5570.000	CROP PRODUCTION SERVICES	DTE OIL	751.00
550780.5570.000	CROP PRODUCTION SERVICES	ENGINE OIL	660.00
206710.5570.000	CROP PRODUCTION SERVICES	MOBIL SPECIAL	488.00
101140.5570.000	CUMMINS CENTRAL POWER, LLC	TURBO ACTUATOR	279.22
101140.5570.000	CUMMINS CENTRAL POWER, LLC	V-BAND CLAMP	38.75
101170.5600.000	DANKO EMERGENCY EQUIPMENT CO.	CHARGER 13V	337.28
150110.5749.000	DEERY BROTHERS GOVERNMENT FLEET SALES	2014 CHEVY TAHOE	33,866.00
150110.5749.000	DEERY BROTHERS GOVERNMENT FLEET SALES	CROWN VIC	(1,300.00)
101310.5600.000	DEMCO INCORP	EASELS/LABELS	310.29
540430.5718.000	DENNY'S HOMETOWN APPL & TV CTR	Freezer	199.95
101421.5340.630	DES MOINES BOTANICAL CENTER	SUMMER BLAST	236.00
101581.5261.760	DEVIG SERVICES	CONTRACT MOWING	110.00
101581.5261.760	DEVIG SERVICES	CONTRACT MOWING	110.00
101581.5261.760	DEVIG SERVICES	CONTRACT MOWING	85.00
101581.5261.760	DEVIG SERVICES	CONTRACT MOWING	75.00
101581.5261.760	DEVIG SERVICES	CONTRACT MOWING	55.00
101850.5460.000	DEVILS ALLEY	GFOA	17.12
520520.5600.000	DIAMOND VOGEL PAINTS	PAINT SUPPLIES	25.71
206710.5600.000	DIAMOND VOGEL PAINTS	PAINT TIPS	113.00
206710.5610.940	DIAMOND VOGEL PAINTS	PAINT TIPS	113.00
101410.5340.010	DIRT TO TURF	6/6-6/27 MOWING	340.00
206710.5340.500	DIRT TO TURF	6/6-6/27 MOWING	300.00
510532.5340.010	DIRT TO TURF	6/6-6/27 MOWING	180.00
101421.5600.010	DISCOUNT SCHOOL SUPPLY	CAMP SUPPLIES	59.94
101421.5600.010	DISCOUNT SCHOOL SUPPLY	CAMP SUPPLIES	59.93
230110.5600.000	DISCOUNTMUGS PROMOS	WATER BOTTLES	75.50
520520.5280.000	DNR/OPERATOR CERTIFICATION	BAEDKE OPER	60.00
101110.5570.010	DOCS STOP GAS	FUEL -	16.94
101310.5460.000	DSM PARKING RAMP	AIRPORT PARKING	42.00

101880.5600.000	ELECTRIC SUPPLY OF M'TOWN	OP SUPPLIES	86.02
206120.5600.000	ELECTRIC SUPPLY OF M'TOWN	OP SUPPLIES	62.28
206710.5600.000	ELECTRIC SUPPLY OF M'TOWN	OP SUPPLIES	55.36
206120.5600.000	ELECTRIC SUPPLY OF M'TOWN	OP SUPPLIES	27.79
206710.5340.010	ELECTRONIC ENGINEERING CO INC	7/1-7/31 GPS	1,038.70
520590.5340.010	ELECTRONIC ENGINEERING CO INC	7/1-7/31 GPS	95.88
510531.5340.010	ELECTRONIC ENGINEERING CO INC	7/1-7/31 GPS	63.92
101420.5340.640	EMILY HAZEN	7/6-7/19 CLASSES	120.00
520520.5600.000	ENGINEERED EQUIPMENT SOLUTION	4 CONTAINERS GREASE	927.16
520520.5600.000	ENGINEERED EQUIPMENT SOLUTION	TOOLS	411.00
283210.5600.031	ENVIRO HEALTH TECHNOLOGIES	LEAD CHECKS	187.00
283210.5600.031	ENVIRO HEALTH TECHNOLOGIES	LEAD CHECKS	110.00
283210.5600.031	ENVIRO HEALTH TECHNOLOGIES	LEAD CHECKS	80.00
283210.5600.031	ENVIRO HEALTH TECHNOLOGIES	LEAD CHECKS	66.00
283210.5600.032	ENVIRO HEALTH TECHNOLOGIES	LEAD CHECKS	15.00
283210.5600.032	ENVIRO HEALTH TECHNOLOGIES	LEAD CHECKS	11.00
283210.5600.032	ENVIRO HEALTH TECHNOLOGIES	LEAD CHECKS	10.00
283210.5600.031	ENVIRO HEALTH TECHNOLOGIES	LEAD CHECKS	5.50
283210.5600.031	ENVIRONMENTAL HAZARDS SERVICES	509 S BRDWAY, TOLEDO	101.50
520520.5600.000	FASTENAL COMPANY	OP SUPPLIES	85.79
520520.5600.000	FASTENAL COMPANY	OP SUPPLIES	80.18
206710.5600.000	FASTENAL COMPANY	OP SUPPLIES	16.00
206710.5600.000	FASTENAL COMPANY	OP SUPPLIES	13.59
206120.5600.000	FASTENAL COMPANY	OP SUPPLIES	12.80
206120.5600.000	FASTENAL COMPANY	OP SUPPLIES	8.72
206710.5600.000	FASTENAL COMPANY	OP SUPPLIES	3.32
520590.5600.000	FASTENAL COMPANY	RUSTOL PAINT	6.19
510531.5600.000	FASTENAL COMPANY	RUSTOL PAINT	4.12
283210.5410.000	FEXSTEVE LIMITED COMPANY	110 COTTONWOOD	2,650.00
520520.5570.010	FOOD&GAS MART	FUEL TRUCK	129.39
528590.5230.030	FOX ENGINEERING ASSOCIATES INC	2012 SANITARY SEWER	287.00
101850.5210.000	G F O A	employment	150.00
233410.5340.010	G&K SERVICES	TOWEL SERVICE	6.00
233410.5340.010	G&K SERVICES	TOWEL SERVICE	6.00
233410.5340.010	G&K SERVICES	TOWEL SERVICE	6.00
233410.5340.010	G&K SERVICES	TOWEL SERVICE	6.00
101140.5360.000	GALL'S INC	2PR PANTS	92.93
101140.5360.000	GALL'S INC	RETURN 2PR	(83.98)
520520.5600.000	GARDNER DENVER NASH LLC	GAS COMP WATER FLOAT	600.24
206710.5600.000	GILLUND ENTERPRISES	24 CANS RUSTOLEUM	197.76
101110.5570.010	GIT N GO	FUEL - ILEA	19.63
101110.5570.010	GIT N GO	FUEL - ILEA	10.00
520520.5600.000	GLOBAL INDUSTRIAL PRODUCTS	ROOF MOUNT	562.00
101850.5460.000	GOOD DOG	GFOA	21.36
290113.5718.000	GOVCONNECTION	FREIGHT	135.48
290113.5718.000	GOVCONNECTION	FREIGHT	74.77
290113.5718.000	GOVCONNECTION	FREIGHT	25.49
520520.5600.030	HACH COMPANY	NITRAVER	471.90
520520.5600.030	HACH COMPANY	TUBES/PIPET	287.78
520590.5600.100	HAMMRICK SOFTWARE	COMPUTER SOFTWARE	47.97
510531.5703.000	HAMMRICK SOFTWARE	COMPUTER SOFTWARE	31.98
233410.5410.000	HANKE REFRIGERATION	ICE MACHINE	121.30

540430.5410.000	HANKE REFRIGERATION	ICE MACHINE	82.50
101850.5460.000	HARD ROCK CAFE	GFOA	17.23
206710.5450.000	HEART OF IOWA COMM	JULY INTERNET	235.09
550780.5450.000	HEART OF IOWA COMM	JULY INTERNET	117.54
520590.5450.000	HEART OF IOWA COMM	JULY INTERNET	70.53
510531.5450.000	HEART OF IOWA COMM	JULY INTERNET	47.02
230110.5600.000	HEAVENLY BREAD	COOKIES-STUDENT ACAD	50.00
101140.5132.000	HEIMAN FIRE EQUIPMENT INC	SUSPENDERS	58.50
206710.5340.800	HOGELAND BODY	SWEEPER TOW	150.00
206710.5570.000	HOME RENTAL CENTER	SAW PARTS	34.00
101440.5600.000	HY-VEE ACCOUNTS RECEIVABLE	BROOM & DUST PAN	15.98
101421.5600.010	HY-VEE ACCOUNTS RECEIVABLE	CAMP SUPPLIES	7.98
101420.5600.000	HY-VEE ACCOUNTS RECEIVABLE	CLEANING SUPPLIES	6.47
540430.5600.055	HY-VEE ACCOUNTS RECEIVABLE	CONCESSION	505.63
540430.5600.000	HY-VEE ACCOUNTS RECEIVABLE	CONCESSION	11.68
230110.5460.000	HY-VEE ACCOUNTS RECEIVABLE	HOSPITALITY	27.68
230110.5460.000	HY-VEE ACCOUNTS RECEIVABLE	HOSPITALITY	10.56
204420.5600.000	HY-VEE ACCOUNTS RECEIVABLE	track meet	37.92
477580.5460.000	HY-VEE ACCOUNTS RECEIVABLE	TRAINING DRINKS	11.97
477580.5460.000	HY-VEE ACCOUNTS RECEIVABLE	TREE TRAINING	11.50
206710.5216.000	IA CRIMINAL RECORD CHECKS	BACKGROUND	15.00
101421.5331.500	IA CRIMINAL RECORD CHECKS	BACKGROUND	54.00
150891.5340.150	IMAGETEK	6/1-11/1 RADIX SCANNER	3,523.68
101110.5132.000	IN STITCHES	VOLUNTEER SHIRTS	34.61
101110.5132.000	IN STITCHES	VOLUNTEER SHIRTS	35.61
101110.5132.000	IN STITCHES	VOLUNTEER SHIRTS	34.61
101110.5132.000	IN STITCHES	VOLUNTEER SHIRTS	34.61
101421.5340.640	INTL CPR INSTITUTE	Alissa Hare	41.68
101421.5340.640	INTL CPR INSTITUTE	Austin Vaugn	41.68
101421.5340.640	INTL CPR INSTITUTE	Emilee Upah	20.84
101890.5600.000	INTL TRANS FEE	INTL TRANS	0.29
283210.5251.000	IOWA DEPT OF PUBLIC HEALTH	LEAD INSPECTOR	60.00
290113.5340.070	IOWA DEPT OF PUBLIC SAFETY	1/3 L.C. MCSO	360.00
101421.5216.000	IOWA DEPT PUBLIC SAFETY	BACKGROUND CHECK	300.00
101480.5340.070	IOWA DIV OF LABOR SERVICES	SR CITIZEN	80.00
101310.5732.300	IOWA LIBRARY SERVICES	FY16 eBOOKS	65.00
101890.5600.000	IOWA OFFICE INTERIORS, INC	50 CASES COPY PAPER	1,399.50
101110.5600.000	IOWA OFFICE INTERIORS, INC	TONER	222.96
510532.5340.010	IOWA RIVER WILDLIFE CONTROL	TRAPPING FOR CITY	387.50
233410.5600.080	IOWA WHOLESALE SUPPLY	OP SUPPLIES	16.60
101850.5192.060	IOWA WORKFORCE DEVELOPMENT	UNEMPLOYMENT	6,668.00
101110.5192.020	IOWA WORKFORCE DEVELOPMENT	UNEMPLOYMENT	4,028.05
101410.5192.070	IOWA WORKFORCE DEVELOPMENT	UNEMPLOYMENT	752.00
101420.5600.450	IPRA	CONSIGNMENT	1,165.00
101110.5460.000	ISU CAREER FAIRS	2015 FALL CAREER FAIR	75.00
101421.5340.640	JANINE CAMPBELL	SPEECH THERAPY	120.00
101310.5600.000	JANWAY COMPANY USA INC	SOFT EAR BUDS	236.58
101310.5460.000	JENELLE S KLAVERGA	CATALOGING	16.68
520520.5980.000	JOHN HARDING	FILL POOL WATER	15.33
101880.5410.000	KAPAUN & BROWN INC	781 COMM CT	78.00
101420.5340.640	KAREN GALE	7/6-7/19 CLASSES	172.50
101421.5340.640	KAREN GALE	7/6-7/19 CLASSES	30.00

101310.5732.320	KATIA SALDANA	RETURNED BOOK	15.00
101140.5570.000	KEN WISE CHRYSLER, DODGE, JEEP	GLOVE BOX LEVER	45.53
101000.4472.000	KERRY D YOCUM	SHELTER REFUND	55.00
520520.5600.030	KEYSTONE LAB INC	LAB TESTING	28.00
520520.5600.030	KEYSTONE LAB INC	MERCURY ANALYSIS	28.00
278690.5340.070	KOCH BROTHERS	HOUSING-COPIES	462.06
101110.5570.010	KUM & GO	FUEL -	10.00
290113.5450.000	LANGUAGE LINE SERV INC	PHONE INTERPRETING	228.15
101410.5562.000	LARRY'S TOWING & TIRE SERVICE	JD mowers	310.00
101410.5562.000	LARRY'S TOWING & TIRE SERVICE	tires	197.00
206710.5340.290	LEDFORD TREE & LAWN SERVICE CO	STUMP REMOVAL	425.00
101310.5340.010	LEROY DUANE LENZ	LIBRARY MOWING	80.00
283210.5320.000	LEROY DUANE LENZ	LIBRARY MOWING	20.00
283210.5320.000	LEROY DUANE LENZ	LIBRARY MOWING	15.00
550780.5280.000	LETTER PUBLICATIONS	1 YR SUBSCR	325.00
101110.5600.000	LOWE'S	DRILL BIT-	27.88
510531.5600.000	M GERVICH & SONS INC	OP SUPPLIES	68.00
206710.5600.000	M GERVICH & SONS INC	OP SUPPLIES	30.00
101840.5360.000	MAIL SERVICES	CITY ADMIN&PROJ	294.21
101840.5360.000	MAIL SERVICES	CITY ADMIN&PROJ	185.76
101840.5360.000	MAIL SERVICES	CITY ADMIN&PROJ	76.52
283210.5360.000	MAIL SERVICES	LEAD ABATEMENT	27.55
283210.5360.000	MAIL SERVICES	LEAD ABATEMENT	22.00
283210.5360.000	MAIL SERVICES	LEAD ABATEMENT	8.10
101790.5360.000	MAIL SERVICES	PARKING	560.85
278690.5360.000	MAIL SERVICES	RENT ASSIST	103.23
278690.5360.000	MAIL SERVICES	RENT ASSIST	63.80
278690.5360.000	MAIL SERVICES	RENT ASSIST	36.96
101561.5360.000	MAIL SERVICES	RENTAL INSP	32.96
101561.5360.000	MAIL SERVICES	RENTAL INSP	6.28
101561.5360.000	MAIL SERVICES	RENTAL INSP	3.13
101110.5570.010	MARSHALL COUNTY ENGINEER	JUNE GAS&DIESEL	5,995.21
550780.5570.060	MARSHALL COUNTY ENGINEER	JUNE GAS&DIESEL	4,827.50
206710.5570.000	MARSHALL COUNTY ENGINEER	JUNE GAS&DIESEL	2,455.71
101140.5570.000	MARSHALL COUNTY ENGINEER	JUNE GAS&DIESEL	701.77
101410.5570.010	MARSHALL COUNTY ENGINEER	JUNE GAS&DIESEL	584.97
101410.5570.060	MARSHALL COUNTY ENGINEER	JUNE GAS&DIESEL	498.84
520590.5570.010	MARSHALL COUNTY ENGINEER	JUNE GAS&DIESEL	476.06
510531.5570.000	MARSHALL COUNTY ENGINEER	JUNE GAS&DIESEL	317.37
206120.5570.000	MARSHALL COUNTY ENGINEER	JUNE GAS&DIESEL	228.51
520520.5570.010	MARSHALL COUNTY ENGINEER	JUNE GAS&DIESEL	223.87
520590.5570.060	MARSHALL COUNTY ENGINEER	JUNE GAS&DIESEL	128.95
520520.5570.060	MARSHALL COUNTY ENGINEER	JUNE GAS&DIESEL	108.78
510532.5570.060	MARSHALL COUNTY ENGINEER	JUNE GAS&DIESEL	107.95
101560.5570.000	MARSHALL COUNTY ENGINEER	JUNE GAS&DIESEL	89.69
510531.5570.060	MARSHALL COUNTY ENGINEER	JUNE GAS&DIESEL	85.96
550780.5570.010	MARSHALL COUNTY ENGINEER	JUNE GAS&DIESEL	55.04
101561.5570.000	MARSHALL COUNTY ENGINEER	JUNE GAS&DIESEL	36.21
101581.5570.000	MARSHALL COUNTY ENGINEER	JUNE GAS&DIESEL	33.44
206760.5570.000	MARSHALL COUNTY ENGINEER	JUNE GAS&DIESEL	30.53
101410.5340.010	MARSHALL COUNTY LANDFILL	TON RESIDENTIAL	49.50
290113.5340.150	MARSHALL COUNTY TREASURER	INTERNET&SYSTEM	215.38

101770.5410.000	MARSHALLTOWN AVIATION INC	GROUND MAINT	1,333.67
101770.5600.000	MARSHALLTOWN AVIATION INC	INTERNET	30.05
152451.5480.030	MARSHALLTOWN WATER WORKS	4/17-6/17 COLISEUM	97.38
281690.5480.030	MARSHALLTOWN WATER WORKS	5/4-7/2 LEAD HOUSE	69.62
283210.5460.030	MARSHALLTOWN WATER WORKS	5/4-7/2 LEAD HOUSE	69.62
283210.5480.030	MARSHALLTOWN WATER WORKS	5/4-7/2 LEAD HOUSE	69.62
281690.5480.030	MARSHALLTOWN WATER WORKS	5/4-7/2 LEAD HOUSE	69.62
520520.5480.030	MARSHALLTOWN WATER WORKS	6/1-7/1 WPCP PLANT	1,217.15
206120.5570.000	MCATEE TIRE SALES & SERVICE INC	ALIGNMENT	79.45
101110.5570.000	MCATEE TIRE SALES & SERVICE INC	SERVICE CALL	260.75
520520.5410.000	MCATEE TIRE SALES & SERVICE INC	TIRE REPAIR	18.50
101410.5600.080	MCMASTER-CARR SUPPLY COMPANY	OP SUPPLIES	55.72
206160.5600.000	MCMASTER-CARR SUPPLY COMPANY	OP SUPPLIES	12.55
233410.5450.000	MEDIACOM	JUNE INTERNET	34.95
247410.5450.000	MEDIACOM	JUNE INTERNET	69.95
520520.5450.000	MEDIACOM	JUNE INTERNET	85.90
510531.5450.000	MEDIACOM	JUNE INTERNET	10.72
520590.5450.000	MEDIACOM	JUNE INTERNET	10.72
681140.5338.000	MEDTRAK SERVICES LLP	7/1-7/15 411 MED CLAIMS	850.18
681110.5338.000	MEDTRAK SERVICES LLP	7/1-7/15 411 MED CLAIMS	291.75
101110.5600.000	MENARDS	AUGER, BITS	69.54
101110.5600.000	MENARDS	CHAIN SAW RANGE	43.78
101110.5600.000	MENARDS	CREDIT	(6.99)
101410.5600.080	MENARDS	OP SUPPLIES	46.59
520520.5600.000	MENARDS	INSECT REPELLENT	26.68
206710.5600.000	MENARDS	OP SUPPLIES	107.91
101880.5600.000	MENARDS	OP SUPPLIES	71.98
206710.5600.000	MENARDS	OP SUPPLIES	57.57
520590.5600.000	MENARDS	OP SUPPLIES	49.47
206710.5600.000	MENARDS	OP SUPPLIES	34.99
206710.5600.000	MENARDS	OP SUPPLIES	32.42
206710.5600.000	MENARDS	OP SUPPLIES	26.98
206710.5600.000	MENARDS	OP SUPPLIES	25.58
206710.5600.000	MENARDS	OP SUPPLIES	24.99
520590.5600.000	MENARDS	OP SUPPLIES	21.22
206710.5600.000	MENARDS	OP SUPPLIES	19.89
206710.5600.000	MENARDS	OP SUPPLIES	15.70
510531.5600.000	MENARDS	OP SUPPLIES	14.15
206120.5600.000	MENARDS	OP SUPPLIES	12.98
152451.5600.000	MENARDS	OP SUPPLIES	11.49
101880.5600.000	MENARDS	OP SUPPLIES	7.99
101881.5600.000	MENARDS	OP SUPPLIES	6.56
206710.5600.000	MENARDS	OP SUPPLIES	5.41
206710.5600.000	MENARDS	OP SUPPLIES	1.78
206710.5610.910	MENARDS	SIGN ACCT	122.63
206710.5600.000	MENARDS	SPRAYER	11.88
520590.5600.590	MENARDS	SUMMIT ST	62.98
101410.5600.080	MENARDS	Supplies	48.47
101421.5340.640	MICHAEL WICKHAM	6/29-7/2 MOWING	500.00
101420.5340.640	MICHAEL WICKHAM	6/29-7/2 MOWING	150.00
101310.5732.300	MICROMARKETING LLC	AUDIO BOOKS	224.91
101310.5732.300	MICROMARKETING LLC	AUDIO BOOKS	213.97

101310.5732.300	MICROMARKETING LLC	AUDIO BOOKS	54.98
101310.5732.300	MICROMARKETING LLC	AUDIO BOOKS	44.99
101310.5732.300	MICROMARKETING LLC	AUDIO BOOKS	34.95
101310.5732.300	MICROMARKETING LLC	AUDIO BOOKS	6.00
520520.5600.030	MIDLAND SCIENTIFIC INC	BUFFER pH 1	37.12
520520.5600.030	MIDLAND SCIENTIFIC INC	SILVER SULFER	623.65
101540.5600.000	MINUTEMAN INC	COMPOST RECORDS	355.25
230110.5600.000	MINUTEMAN INC	SHIRTS-STUD	266.40
206710.5600.000	NAPA	BRAKE FLUID	19.06
206710.5570.000	NAPA	FITTINGS	1.77
206710.5600.000	NAPA	GLOBAL-D10	14.52
520520.5600.000	NAPA	HOSE CLAMPS	86.58
520520.5600.000	NAPA	LUGS FOR MOWER	17.64
101140.5600.000	NAPA	METAL POLISH	18.74
520520.5600.000	NAPA	OIL DRY	25.38
206710.5600.000	NAPA	OP SUPPLIES	26.44
520520.5600.000	NAPA	OP SUPPLIES	20.84
520520.5600.000	NAPA	OP SUPPLIES	6.01
520520.5600.000	NAPA	SEALS DAF	26.66
520520.5600.000	NAPA	SOCKET	5.99
206710.5570.000	NAPA	SPARK PLUG	4.30
206710.5570.000	NAPA	SWITCH	67.17
206120.5570.000	NAPA	TIE ROD/AIR	83.45
206710.5600.000	NAPA	WET WIPES	19.57
101110.5600.000	NATIONAL PRODUCTS INC	TABLET HOLDER	130.04
101310.5340.070	NAVIAANT	MICROFILM CONTRACT	1,500.00
101000.4477.000	NICHOLE KUNTZ	CAMP M'TOWN	45.00
550780.5570.000	NABI	BRAKE DRUMS	1,016.88
540430.5600.055	NORTHERN LIGHTS DIST	CONCESSION PRODUCT	511.65
540430.5600.055	NORTHERN LIGHTS DIST	CONCESSION PRODUCT	436.50
540430.5600.055	NORTHERN LIGHTS DIST	CONCESSION PRODUCT	239.29
101310.5340.070	OCLC, INC	CATALOGING	805.30
206712.5749.000	O'HALLORAN INTERNATIONAL, INC.	2016 INTL DUMPTRUCK	129,866.00
101000.4472.000	OLGA GOMEZ-AVINA	CANCEL RENTAL	40.00
206120.5600.000	OMJC SIGNAL INC	3M OPTICOM	1,650.00
206760.5570.000	O'REILLY AUTOMOTIVE INC	ACTUATOR	23.76
206710.5570.000	O'REILLY AUTOMOTIVE INC	BATTERIES	193.52
206710.5570.000	O'REILLY AUTOMOTIVE INC	BATTERY CREDIT	(36.00)
101110.5570.000	O'REILLY AUTOMOTIVE INC	CAR CLEANING	74.00
206710.5600.000	O'REILLY AUTOMOTIVE INC	MAGNETS/PIC	10.98
101421.5600.010	ORIENTAL TRADING CO INC	BOTTLE HOLDERS	111.46
101310.5732.300	OVERDRIVE, INC.	eBOOK	16.99
101310.5732.320	OVERDRIVE, INC.	eBOOK MEMORIAL	30.96
101310.5732.320	OVERDRIVE, INC.	eBOOK MEMORIAL	93.91
101310.5732.320	OVERDRIVE, INC.	eBOOK MEMORIAL	68.96
101310.5732.320	OVERDRIVE, INC.	eBOOK MEMORIAL	66.95
101310.5732.320	OVERDRIVE, INC.	eBOOK MEMORIAL	33.98
101310.5732.320	OVERDRIVE, INC.	eBOOK MEMORIAL	12.99
101310.5732.320	OVERDRIVE, INC.	eBOOK MEMORIAL	7.99
101310.5732.300	OVERDRIVE, INC.	FY16 Ebooks	2,714.68
101310.5732.300	OXFORD UNIVERSITY PRESS INC	BOOK	8.98
290113.5450.000	PARTNER COMMUNICATIONS CO-OP	7/1-7/31 City 911	451.94

290113.5450.000	PARTNER COMMUNICATIONS CO-OP	7/1-7/31 COUNTY911	1,033.43
101310.5732.320	PAT SOMMERLOT	RETURNED BOOK	15.00
101141.5460.000	PAYPAL	IAAI TRAINING	250.00
206120.5600.000	PAYPAL	OP SUPPLIES	19.06
101850.5600.000	PDFILLER.COM	MONTHLY SUBSCR	19.99
101421.5340.630	PERFECT GAMES INC.	SUMMER BLAST	494.62
283210.5410.000	PETTENGILL CONSTRUCTION	509 S BROADWAY-TOLEDO	11,992.00
101421.5340.630	PLAZA T THEATERS	Sparks ATTENDEES	78.00
206710.5600.000	PLUMB SUPPLY	OP SUPPLIES	57.42
101310.5600.000	PLUMB SUPPLY	OP SUPPLIES	7.04
206760.5340.070	PREMIER OFFICE EQUIPMENT	5/11-7/10 COPIES	237.77
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	198.00
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	132.40
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	98.99
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	35.99
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	26.99
550780.5340.070	REM Iowa Developmental Svcs	CLEANED 2 BUSES	150.00
550780.5340.010	RIDE SYSTEMS	GPS MONTHLY	850.00
520520.5980.000	RYAN ELLIS	FILLED POOL	17.44
278690.5240.570	SARAH LUAL	UTILITY ASST	63.00
101421.5600.010	SCENIC CITY EMPRESS RIVERBOAT CLUB	SUMMR BLST/CAMP MTOWN	301.00
101421.5340.630	SCENIC CITY EMPRESS RIVERBOAT CLUB	SUMMR BLST/CAMP MTOWN	245.00
101880.5340.070	SCHENDEL PEST CONTROL COMPANY	CITY HALL/POLICE	58.00
101880.5340.070	SCHUMACHER ELEVATOR COMPANY	CARNEGIE BLDG	201.44
101881.5340.070	SCHUMACHER ELEVATOR COMPANY	CITY HALL	197.43
101480.5340.070	SCHUMACHER ELEVATOR COMPANY	SENIOR CENTER	186.59
520520.5410.000	SCOOTER TIRE & AUTO SERVICE	REPAIR TIRE	20.00
152451.5600.000	SEARS	vacuum bags	15.99
283210.5251.000	SECRETARY OF STATE	NOTARY-TRAVERS	30.00
101110.5280.000	SECRETARY OF STATE	NOTARY-TUPPER	30.00
520520.5600.000	SEPS INC	EATON POWER	279.03
101310.5340.010	SERVICEMASTER OF M'TOWN INC	CLEANING LIBRARY	1,369.33
101310.5340.010	SHIP SHAPE LAWN CARE	MOWING PRAIRIE GRASS	110.00
101880.5340.070	SIMPLEX GRINNELL	5/1/15-4/30	371.56
101480.5340.070	SIMPLEX GRINNELL	5/1/15-4/30	243.69
520520.5340.010	SJE-RHOMBUS dba HEALY-RUFF	7/1-9/30 SERVICE	1,250.00
520520.5340.010	SJE-RHOMBUS dba HEALY-RUFF	SCADA TROUBLE SHOOT	912.80
528590.5340.010	SM HENTGES & SONS INC	IA RIVER INTERCEPTOR	372,698.54
206710.5340.010	SMITH LAWN CARE	6/10&6/11 MOWING	200.00
101410.5340.010	SMITH LAWN CARE	6/10&6/11 MOWING	100.00
206710.5340.010	SMITH LAWN CARE	6/17&6/18 MOWING	200.00
101410.5340.010	SMITH LAWN CARE	6/17&6/18 MOWING	100.00
206710.5340.500	SMITH LAWN CARE	6/24&6/25 MOWING	200.00
101410.5340.010	SMITH LAWN CARE	6/24&6/25 MOWING	100.00
206710.5340.010	SMITH LAWN CARE	6/3&6/4 MOWING	200.00
101410.5340.010	SMITH LAWN CARE	6/3&6/4 MOWING	100.00
206710.5340.500	SMITH LAWN CARE	7/1-7/3 MOWING	200.00
510532.5340.010	SMITH LAWN CARE	7/1-7/3 MOWING	150.00
101410.5340.010	SMITH LAWN CARE	7/1-7/3 MOWING	100.00
101420.5460.000	SMOKIN' G'S BBQ CATERING	16 BOXED LUNCHES	100.00
477580.5460.000	SMOKIN' G'S BBQ CATERING	16 BOXED LUNCHES	52.00
101410.5600.080	SPAHN & ROSE LUMBER CO	Supplies	27.50

540440.5410.000	SPLASHTACULAR, INC	50% MAINT POOL SLIDE	3,300.00
101140.5600.000	SPORTSMITH	STATIONARY	13.55
233410.5340.010	SPOTLESS CLEANING	RESTROOM CLEANING	250.00
101110.5600.000	STAPLES	DVD-R, CD-R	68.98
290113.5600.000	STAPLES	OFFICE SUPPLIES	73.92
101110.5600.000	STAPLES	OFFICE SUPPLIES	62.43
101110.5600.000	STAPLES	OFFICE SUPPLIES	57.37
550780.5600.000	STAPLES	OP SUPPLIES	42.02
101850.5460.000	STARBUCKS	GFOA	9.50
283210.5430.000	STEVEN BUCHANAN	MEALS-LEAD PROGRAM	159.18
101310.5340.010	STONE SANITATION	GARBAGE PICKUP LIBRARY	92.59
101110.5410.000	STUCKYS VACUUM STORE	SERV,ROLLER	52.69
101110.5600.070	SUNSET LAW ENFORCEMENT	10 HORNS	187.70
206711.5570.000	SWEEPER PARTS SALES	PARKING BRAKES	261.10
101110.5430.000	SYDNI GRAUBERGER	2.5HRS INTERPRETING	75.00
206120.5600.000	TAPCO	OP SUPPLIES	95.27
101310.5600.000	TARGET	OFFICE SUPPLIES	54.29
101310.5600.010	TARGET	YOUTH PROGRAM	39.99
520520.5980.000	TAYLOR MORGAN	FILLED POOL	16.03
520520.5340.010	TEMP ASSOCIATES INC	WPCP -CLEANED SBRS	104.00
520520.5600.030	TESTAMERICA INC	LAB TESTING	73.50
520520.5600.000	THEISEN SUPPLY INC	18 VOLT BATTERY	99.99
206710.5132.000	THEISEN SUPPLY INC	CLOTHING	159.99
101140.5600.000	THEISEN SUPPLY INC	CREDIT	(9.00)
101110.5600.000	THEISEN SUPPLY INC	CREDIT-DRILL BIT	(16.99)
101110.5600.000	THEISEN SUPPLY INC	DRILL BIT	16.99
101410.5570.000	THEISEN SUPPLY INC	Grease	56.78
520520.5600.000	THEISEN SUPPLY INC	INSECT REPELLENT	23.96
520520.5132.000	THEISEN SUPPLY INC	LANDER - 1	24.99
520520.5600.000	THEISEN SUPPLY INC	LAWN SPRAY	103.34
101140.5600.000	THEISEN SUPPLY INC	OIL DRY	69.86
101140.5600.000	THEISEN SUPPLY INC	OIL DRY	32.04
101140.5600.000	THEISEN SUPPLY INC	OIL DRY	22.45
101140.5600.000	THEISEN SUPPLY INC	OIL DRY	9.00
520590.5600.000	THEISEN SUPPLY INC	OP SUPPLIES	14.97
206710.5600.000	THEISEN SUPPLY INC	OP SUPPLIES	4.99
520520.5600.000	THEISEN SUPPLY INC	OP SUPPLIES	29.86
101142.5600.000	THEISEN SUPPLY INC	PROPANE	35.48
520520.5132.000	THEISEN SUPPLY INC	CLOTHING ALLOWANCE	229.93
520520.5600.000	THEISEN SUPPLY INC	SOFTENER SALT	309.61
520520.5600.000	THEISEN SUPPLY INC	TANK RESTRAINER	116.58
101140.5600.000	THEISEN SUPPLY INC	TAX	(2.10)
101410.5600.080	THEISEN SUPPLY INC	tools	127.92
520590.5600.590	THOMPSON'S TRUE VALUE	DEHUMIDIFIER	189.00
101310.5600.000	THOMPSON'S TRUE VALUE	SUPPLIES	7.49
101110.5600.000	THOMPSON'S TRUE VALUE	WEED KILLER	29.98
101110.5230.000	TLO TRANSUNION	MAY INTEL	3.50
101110.5230.000	TREASURER STATE OF IOWA	2 EVALS OF MPI'S	280.00
242310.5460.000	TREMONT ON MAIN	LIBRARY VISITOR	99.00
233410.5360.000	U S POST OFFICE	Postage	12.35
520520.5360.000	U S POST OFFICE	SHIP SAMPLE	8.95
520520.5360.000	U S POST OFFICE	SHIP SAMPLE	7.55

550780.5570.000	ULINE	VEHICLE MAINT	50.87
101310.5340.010	UNIQUE MANAGEMENT SERV	COLLECTION	152.15
101310.5460.000	UNITED RENTALS	BAGGAGE CHARGE	25.00
206120.5570.000	UNITED RENTALS	VEHICLE MAINT	160.50
101310.5600.010	UPSTART	YOUTH PROGRAM	42.75
101850.5460.000	US AIRWAYS	GFOA	25.00
150310.5380.000	US BANK EQUIPMENT FINANCE	COPIER LEASE	349.50
101420.5600.010	USA PICKLEBALL	PORTABLE NET	171.00
230110.5460.000	USPCA REGION 21	P.D.1 CERTIFICATION	75.00
230110.5460.000	USPCA REGION 21	P.D.1 CERTIFICATION	75.00
283210.5340.070	VALLEY SAFETY SERVICES ASSOC	XRF LEAK TEST	123.00
101110.5450.100	VERIZON WIRELESS	5/26-6/25 POLICE	640.16
290113.5450.000	VERIZON WIRELESS	5/26-6/25 POLICE	34.21
101850.5460.000	VTS TAXI	GFOA	34.15
101110.5600.000	WAL MART STORES INC	5 USB CABLE	89.80
101110.5600.000	WAL MART STORES INC	ALICE TRAINING	101.52
101421.5600.010	WAL MART STORES INC	CRAFT SUPPLIES	19.08
206120.5600.000	WAL MART STORES INC	OP SUPPLIES	8.84
101421.5600.010	WAL MART STORES INC	PHONE MINUTES	20.39
101421.5600.010	WAL MART STORES INC	PHONE MINUTES	20.39
101421.5600.010	WAL MART STORES INC	SUMMER BLAST	24.87
101421.5600.010	WAL MART STORES INC	P&R SUPPLIES	129.37
101421.5600.010	WAL MART STORES INC	P&R SUPPLIES	74.40
101421.5600.010	WAL MART STORES INC	P&R SUPPLIES	61.26
101140.5600.000	WAL MART STORES INC	P&R SUPPLIES	54.20
101440.5600.450	WAL MART STORES INC	P&R SUPPLIES	37.59
101420.5600.010	WAL MART STORES INC	P&R SUPPLIES	25.97
101421.5600.010	WAL MART STORES INC	P&R SUPPLIES	11.84
101421.5600.010	WAL MART STORES INC	P&R SUPPLIES	5.82
540430.5600.000	WAL MART STORES INC	SUPPLIES	4.93
230110.5460.000	WAL MART STORES INC	SUPPLIES	78.66
999.1160.000	WAL MART STORES INC	TAX	7.11
101421.5600.010	WAL MART STORES INC	tennis ball	25.97
101110.5600.000	WAL MART STORES INC	WATER-RANGE	6.66
101310.5600.000	WEBER PAPER CO	8.5X14 PAPER	47.71
101850.5460.000	WENDY'S	GFOA	6.69
101140.5600.000	WL CONSTRUCTION SUPPLY LLC	DIAMOND BLADE	419.99
101310.5480.000	WOODMAN CONTROLS	TECH SUPPORT-LIBRARY	1,100.00
520520.5132.000	WW GRAINGER	CREDIT SALE	(4.81)
550780.5450.000	YELLOW PAGES	CURRENT QTR AD	229.00
206710.5600.000	ZEE MEDICAL, INC	SUPPLIES	119.45

736,349.80



COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET
JULY 27, 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:

Years of Service:
25 years: Ken Gratopp
15 years: Chris Roush
10 years: Brad Wilson

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 June 13, 2015.
2. Approve Bill List in the amount of \$1,302,567.17
3. Receipt of List of Purchases and Vertical Public Improvements between \$10,000 and \$35,000 approved by City Administrator
 - a) Pajic Tuckpointing, LLC tuckpointing of police building, \$17,650.00.
 - b) Racom Corporation, EDACS Access, \$12,964.32.
 - c) Mid Country Machinery, extendable arm mower with mount and install, \$34,200.00.
4. Receipt of Building Report, June, 2015.
5. Approve Building Code Upgrade Grant Application, Professional Building, 208 E Church Street, not to exceed 50% or \$20,000 of eligible code improvement.
6. Appoint Mary Lake to Coliseum Commission, replacing T Gruetzmacher, term expires 1/1/2018.
7. Resolution 2015-121 Approving Purchase of 2015 Case End Loader, Titan Machinery, \$156,626.00
8. Resolution 2015-122 Accepting Bid and Authorizing the Award of Contract for the WPCP Concrete Repair Project 52013017A, Hay Construction Services, Inc., \$208,790.00
9. Resolution 2015-123 Approving Contract and Bond for the WPCP Concrete Repair Project 52013017A, Hay Construction Services, Inc., \$208,790.
10. Resolution 2015-124 Approving Development Agreement with DT Retail Properties, LLC., for construction of public sidewalks, construction or repair of driveway approaches and construction or repair of street pavement.
11. Resolution 2015-125 Rescinding Approval of Revitalize Iowa's Sound Economy Program (RISE) Agreement with the Iowa Department of Transportation for the South Street Improvements, Relating to the Development Agreement with TIG Distributing, Inc.
12. Resolution 2015-126 to Support the Iowa Department of Transportation RISE Application for South Street Improvements Relating to the Development Agreement with TIG Distributing, Inc.

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

Marshalltown



13. Tentative Resolution 2015-127 Providing for the Conveyance and transfer of Title to the property herein described to Theisen Development Co., LLC, Setting public hearing for August 10, 2015.
14. Approve Liquor Licenses: (Pending fire inspection passage)

RENEWALS:

Class C Liquor: The Oasis, Calvin Rockett Bar & Grill, Gathering Spot, Los Compadres 2 LLC, 13th Street Inn

Class C Beer: Big KMart

(end of consent agenda items)

REPORTS:

15. Alliant project update, Kenn Vinson

MOTIONS:

16. Approve Independent Registered Municipal Advisor (IRMA) letter, regarding independent registered municipal advisor, Speer Financial, Inc., on all matters relating to the 2015 Sewer Revenue Bonds.

RESOLUTIONS:

17. Resolution 2015-128 Providing for the Issuance and Securing the Payment of \$6,000,000 Sewer Revenue Bond, Series 2015.
18. Resolution 2015-129 Setting Date for public hearing on 2015 amendment to Urban Renewal Plan for Marshalltown Area No 2 and on Revised Development Agreement with TIG Distributing, Inc.

DISCUSSION: Next agenda in process

1. TC's Lounge, expansion of Outdoor Service for special events, August 15, August 21 & September 25, dimension 90' x 40' into east parking lot
2. Federal Violence against Women Act contract, FYE 6/30/2016
3. Reap Grant, Iowa River Trail, application due 8/15.
4. Snyder & Associates, Inc., Engineering Services Agreement, Iowa River Trail Phase 1 Project, \$116,104.00
5. Purchase of 2016 International 7400 SFA 4x2 Dump Truck with snow plow attachments from O'Halloran International, \$132,166.00
6. Bids, Salt for Ice and Snow Control FYE 6/30/2016, Independent Salt Company, \$76.92 per ton.

PUBLIC COMMENTS:

CLOSED SESSION:

Closed session pursuant to Section 21.5, subsection 1, paragraph c, of the Code of Iowa, to discuss strategy with counsel in matters where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the city in that litigation.

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

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

ADJOURNMENT:

Visit www.ci.marshalltown.ia.us

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

Marshalltown



2012

COUNCIL PROCEEDINGS

July 13, 2015

The Marshalltown City Council met in regular session on July 13, 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, Schubert, Wirin. Absent – Martin. Schubert moved to approve the agenda, second by Greer. Motion approved 6-0.

CONSENT AGENDA:

Lamer moved to approve the Consent Agenda, removing the consideration of the CO#3 for the Iowa River Interceptor Project from the Consent Agenda for separate consideration: Approve Council meeting Minutes of June 22, 2015; Approve Bill List in the amount of \$1,357,152.49; Receipt of List of Purchases and Vertical Public Improvements between \$10,000 and \$35,000 approved by City Administrator (add RACOM Corporation, Maintenance Contract for communication equipment); Approve May Financials; Resolution 2015-112 Accepting Bid and Authorizing Award of Contract for the 2015 Concrete Repair Project 76015006, with Day Construction Services, LLC, for \$149,020.00; Resolution 2015-113 Accepting Bid and Authorizing Award of Contract for the 2015 Sidewalk Repair Project 76015007, with Brycon, LLC for \$87,838.50; Resolution 2015-114 Approving Contract and Bond for the 2015 Concrete Repair Project 76015006, with Day Construction Services, LLC, for \$149,020.00; Resolution 2015-115 Approving Contract and Bond for the 2015 Sidewalk Repair Project 76015007, with Brycon, LLC for \$87,838.50; Resolution 2015-116 Approving a 28E Contract for Roadway Maintenance Services, being pavement maintenance, at Iowa Highway 14 from Iowa Avenue to Woodland Street with the Iowa Department of Transportation through 6/30/2016, \$40,340; Resolution 2015-117 Approving a 28E Contract for Roadway Maintenance Services, being street sweeping, at the Iowa Veterans Home with the Iowa Department of Transportation through 6/30/2016, \$567; Approve Liquor Licenses: (Pending fire inspection passage) NEW: Calvin Rockett Bar & Grill, Outdoor Service Area; RENEWALS: Class C Liquor: Applebee's; Compass Club; El Portal; Midnight Ballroom; Legends American Grill; Impala Ballroom; Jake's Game Room, The Shop Lounge; Class E Liquor: Walmart; Class B Beer: 13th Street Inn, Central Iowa Fair, Iowa River Brewing Company; Class C Beer: Purple Cherry; second by Greer. Consent agenda adopted 6-0.

MOTIONS:

Wirin moved to adopt Resolution 2015-118 Approving Contract Change Order #3 for the Iowa River Interceptor project 59011019, reducing Retainage amount from 5% to 0.5%, S.M. Hentges & Sons Inc., second by Schubert. Scott Renaud, PE, Fox Engineering, informed the council the punch list is almost completed, with \$1500 of items remaining, requesting the reduction of Retainage, as per Iowa law allows. Lamer dissented, maintain the complete Retainage until project completion. Resolution passed 4-2, with Lamer and Hoop dissenting.

Wirin moved to approve the revised Hy Vee Party Room schedule, change in venue from Best Western to Elmwood Country Club for the year, monthly wine tasting, second by Greer. Motion carried 6-0.

Wirin moved to Approve Settlement Agreements for Fiddle & Whistle, Tortilleria and Purple Cherry, sale of alcohol to minor, May 1, 2015, First Violations, second by Gowdy. Motion carried 6-0.

Wirin moved to Approve Cigarette Permit, Liberty Gifts, 2500 S Center Street, Suite #1450, July 14, 2015, through June 30, 2016, second by Hoop. Motion carried 4-2, with Greer and Lamer dissenting.

Due to no motion by the council to Approve Cigarette Permit, Fresh Start E-Cigs and Vapors, LLC, 2501 S Center St Suite D, August 1, 2015, through June 30, 2016, the item died for lack of motion. License denied.

Schubert moved to approve the RFQ for Police and Fire buildings, second by Greer. Further discussion of the process included providing the prior list of building sites to the selected architect with the potential to consider and review two or three additional sites; the council desired continued review of building code requirements pertinent to reuse of existing buildings for police or fire stations; discussed setting maximum construction cost, with a consensus to give the architect latitude to present options to the council in lieu of arbitrary cost restriction. Motion carried 6-0.

RESOLUTIONS:

PUBLIC HEARING

Mayor Lowrance declared the public hearing open for the Plans, Specifications, form of contract and cost for the WPCP Concrete Repair Phase II Project 52013017. Mayor Lowrance declared the public hearing open. Public Works Director Justin Nickel described the project. Construction will take place beginning in the fall of 2015 and be completed in early 2016. There were no public comments or written comments received by the clerk. Mayor Lowrance declared the public hearing closed.

Lamer moved to adopt Resolution 2015-119 Approving Plans, Specifications, form of Contract and Cost for the WPCP Concrete Repair Phase II Project 52013017, second by Gowdy. Resolution adopted 6-0.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open for the Sewer Revenue Loan Agreement not to exceed \$6,000,000. Mayor Lowrance declared the public hearing open. Acting Finance Director Brian DeMoss was present to answer questions, and informed the council the loan will be used to fund sanitary sewer rehabilitation projects, and loan terms are expected to be similar to prior sewer revenue loans. There were no public comments or written comments received by the clerk. Mayor Lowrance declared the public hearing closed.

COUNCIL PROCEEDINGS

July 13, 2015

Lamer moved to adopt Resolution 2015-120 Expressing Intent to Enter into Sewer Revenue Loan Agreement, not to exceed \$6,000,000, second by Wirin. Resolution adopted 6-0.

FUTURE AGENDA ITEMS DISCUSSION:

The council discussed the following items to be addressed at a future meeting: Building Code Upgrade Grant Application, Professional Building, 208 E Church Street, not to exceed 50% or \$20,000 of eligible building code improvements; WPCP Generator replacement; Fox Engineering, consideration of repair, replace or abandonment of the CAT 398 generator; WPCP Concrete Repair project, public hearing on plans & specifications July 13, bids due July 16, Accept Bid and Award Contract July 27; recommendation of endloader purchase, Titan Machinery, \$156,626.00, funding available in the capital improvement plan; DT Retail construction agreement for sidewalk and curb improvement; RISE Agreement, relating to TIG – rescind old RISE Agreement and approve negotiation of new RISE Agreement, due to change in scope of project and increased construction costs; Oil Mix Road, relating to Hilltop area, staff recommendation is double chip seal / seal coat, with work commencing in the spring of 2016, Schubert asked that costs be known before including the Marone segment of Highland Acres Road in the project, Hoop asked that improvement of Maytag Road be delayed in favor of the Marone segment of Highland Acres Road; The Iowa DOT is in the planning stages for repairs to Highway 14 within Marshalltown City limits.

PUBLIC COMMENT

Public works director Nickel announced bridge inspection of the Center Street bridge requires street closure for several hours on Tuesday, July 14.

ADJOURNMENT

Upon motion by Gowdy and second by Greer, the meeting adjourned at 6:44 PM, approved 6-0.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

James L. Lowrance, Mayor

Shari L. Coughenour, CMC, City Clerk

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

* Vertical Public Improvements means buildings, all appurtenant structures, utilities, incidental street improvements including sidewalks, site development features, recreational trails, and parking facilities.
Vertical infrastructure does not include any work constructed in conjunction with or ancillary to highway, street, bridge or culvert projects, including but not limited to utilities and sidewalks.

As defined in Iowa Administrative Code Chapter 180 section 761-180.3(314) definitions

Date	Vendor	Type or Description	Fund / Funds	Dollar Amount	Reported to Council Date
7/17/15	Pajic Tuckpointing LLC	tuckpointing at PD 22 N Center	Building repair fund	\$ 17,650.00	7/27/2015
7/20/15	Racom Corporation	EDACS ACCESS	General Fund	\$12,964.32	7/27/2015
7/22/15	Mid Country Machinery	Extendable arm mower/w mount & install	RUT	\$34,200.00	7/27/2015

the City of
Marshalltown

[illegible]

Building Division Improvement Value & Fee Summary - June 2015

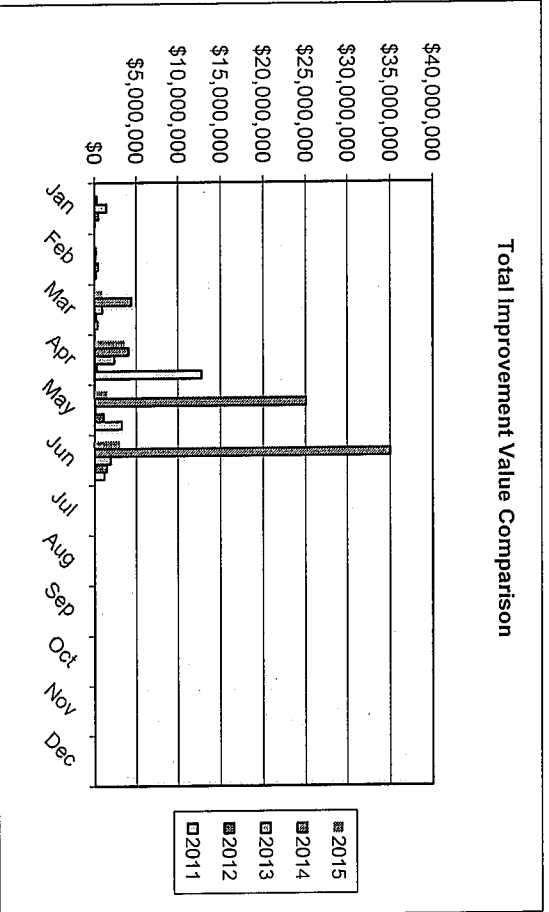
Total Improvement Value Comparison

	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							\$9,252,000
2014	\$311,000	\$206,000	\$4,457,000	\$4,101,000	\$25,076,000	\$35,000,000							\$69,151,000
2013	\$1,470,000	\$101,000	\$953,000	\$2,413,000	\$91,000	\$1,952,000							\$6,980,000
2012	\$489,000	\$449,000	\$178,000	\$292,000	\$1,105,000	\$1,500,000							\$4,013,000
2011	\$30,000	\$211,000	\$382,000	\$12,768,000	\$3,274,000	\$1,187,000							\$17,852,000

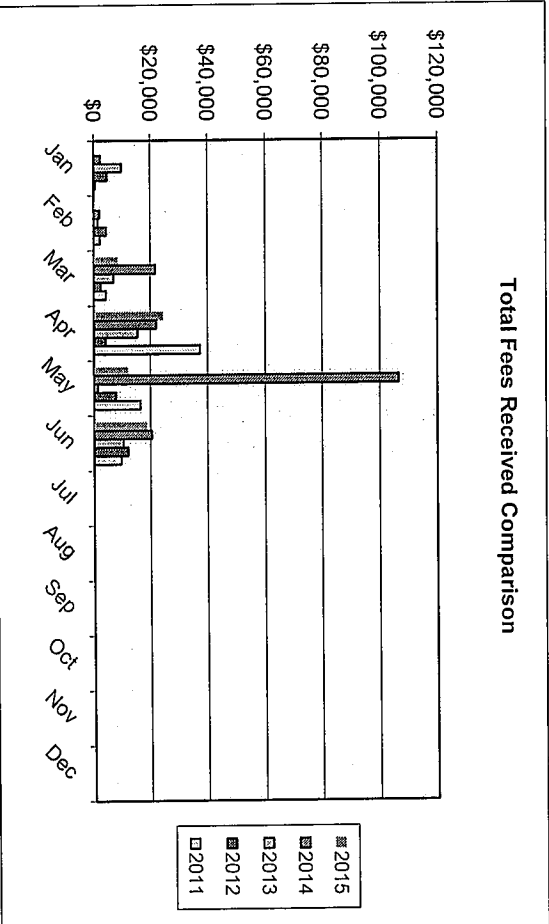
Total Fees Received Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2015	\$0	\$762	\$8,610	\$24,464	\$12,214	\$18,787							\$64,837
2014	\$2,414	\$1,980	\$21,811	\$22,054	\$106,382	\$20,451							\$175,092
2013	\$9,824	\$1,416	\$7,030	\$15,486	\$1,408	\$10,443							\$45,607
2012	\$4,789	\$4,470	\$2,640	\$4,259	\$7,811	\$12,060							\$36,029
2011	\$593	\$2,266	\$4,377	\$37,412	\$16,471	\$9,698							\$70,817

Total Improvement Value Comparison



Total Fees Received Comparison



Marshalltown Central Business District City Code Building Upgrade Grant Application

Property Information:

Address: 208 East Church St.

Current Tenant (Business Name): Central IA Endodontics and Marshalltown Oral Surgeons

Use: Commercial (mixed after renovation) Zoning: Commercial / Approved for mixed

Applicant Information:

Name of Applicant: Aaron Benscoter

Mailing Address: 1702 Rainbow Dr Marshalltown, IA 50158
Street City, State Zip

Phone: _____ Fax: _____ Cell: 641-750-7063

Owner Information (If different from applicant information):

Name of Applicant: _____

Mailing Address: _____
Street City, State Zip

Phone: _____ Fax: _____ Cell: _____

Proposed use of funds City Code Expense

Est. Cost

Examples - Code Upgrade Costs

☒ Sprinklers	Code Upgrade ☒ Not Code Upgrade _____	\$ <u>31,700</u>
_____ Stairway	Code Upgrade ☒ Not Code Upgrade _____	\$ _____

Examples - Non-Code Upgrade Costs

_____ Dry Wall	Code Upgrade _____ Not Code Upgrade ☒	\$ _____
_____ Painting	Code Upgrade _____ Not Code Upgrade ☒	\$ _____

List all work and check aspects that are to meet code (Attach sheet in this format if needed)

☒ Alarm System (Fire)	Code Upgrade ☒ Not Code Upgrade _____	\$ <u>12,320</u>
☒ Fire Door Install	Code Upgrade ☒ Not Code Upgrade _____	\$ <u>18,800</u>
_____	Code Upgrade _____ Not Code Upgrade _____	\$ _____
_____	Code Upgrade _____ Not Code Upgrade _____	\$ _____
_____	Code Upgrade _____ Not Code Upgrade _____	\$ _____
_____	Code Upgrade _____ Not Code Upgrade _____	\$ _____

Total estimated cost \$ 70,820

Grant amount requested \$ 35,410

Low Interest Loan amount requested \$ 20,000

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

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

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

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

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


Signature of Applicant

6/17/15
Date


Signature of Owner

6/17/15
Date

Return to:
Marshalltown Central Business District, Jenny Etter, Director
16 E Main St Suite #280
Marshalltown, IA 50158
Phone: 641-844-2001 Fax: 641-844-2002

Work commenced prior to Approval of the City Code
Building Upgrade Application is not eligible.

To Main Street Downtown Incentive Committee:

The following summary of intent and work description is regarding fire and electrical code upgrades at 208 East Church St. in Marshalltown.

I purchased this building through my LLC, Compassion Properties after Robert Thomas of Great Western Bank shared the recent housing study with me. The study showed what appears to be an extreme lack of housing, particularly for those desiring middle/higher quality units for rent. The intent of renovation at 208 East Church St. is to convert several commercial units into 8 residential units (three-3 bedroom and five-2 bedroom units) at this location. Two units that are used for commercial purposes (Chan Endodontics and Ames Oral Surgeons) will remain in the building. Fire code upgrades will include all 10 units and the attic space.

This request is for three projects. The first is for a sprinkler system throughout the entire building, including the attic space. The second is for a fire alarm system for every unit and the common hallways. The third project is adding fire doors to all units (fire walls have already been completed) the entry door and the attic space. This proposal includes 14 fire-rated doors (11 entry doors to units, one in the north hallway separating the oral surgeons from the residential units along with two for their offices and two separating attic spaces), installation, and removal/disposal of old materials.

Summary of estimates:

Estimate for sprinkler installation is \$39,700

Estimate for fire alarm system \$12,320

Estimate for fire door project is \$18,800

Thank you for your consideration regarding these projects,

Aaron Bencoter
1708 Rainbow Drive
Marshalltown, IA 50158
641-750-7063

Reel

RESOLUTION APPROVING PUBLIC WORKS STREET DIVISION EQUIPMENT
PURCHASE CONTRACT BY AND BETWEEN THE CITY OF MARSHALLTOWN, IOWA,
MUNICIPAL STREET DEPARTMENT AND TITAN MACHINERY FOR THE PURCHASE
OF A 2015 CASE END LOADER MODEL 721F IN THE AMOUNT OF \$156,626.00

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed Street equipment purchase order contract by and between the City of Marshalltown, Iowa, and TITAN MACHINERY, of Des Moines, Iowa for a 2015 CASE END LOADER MODEL 721F

WHEREAS, the TITAN MACHINERY. bid consists of a 2015 CASE END LOADER MODEL 721F in the amount of \$156,626.00.

WHEREAS, the Council has fully examined same and has found same to be in the best interests of the CITY OF MARSHALLTOWN, IOWA and that same should now be approved and accepted.

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

Section 1. That the purchase agreement by and between the CITY OF MARSHALLTOWN, IOWA and TITAN MACHINERY, of Des Moines, Iowa, for a 2015 CASE END LOADER MODEL 721F, in the amount of \$156,626.00, is hereby fully approved in all respects and particulars

Passed this 27th day of July 2015, and signed this _____ day of July 2015.

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, City Clerk



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

DEPARTMENT OF PUBLIC WORKS

July 2, 2015

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

From: Jeff Road
Street Superintendent

Re: Equipment Purchase – FY 2015-2016 End Loader

Policy Issue: City policy requires Governing Body approval of Purchase of Motor Vehicles when consideration exceeds \$5,000.

Recommendation: Staff recommends approving the purchase of a Case End Loader model 721F supplied by Titan Machinery for \$156,626.

Background: The 2014-2015 CIP has money to replace an End Loader in the Street Department. The total budget for the loader is \$200,000. The Streets Department will be trading in an existing end loader. Staff requested quotes from three dealers. Titan Machinery was the low quote of \$156,626 with trade in value on a 1987 International 515B. Murphy Tractor provided a quote of \$157,900 and Zeigler quoted \$173,800.

Budget Impact: Titan Machinery quote of \$156,626.00, totaling \$43,374.00 less than the budgeted amount.

Attachment: Titan Machinery Quotation, Murphy Tractor Quotation, Zeigler Quotation

cc: Randy Wetmore, City Administrator
Justin Nickel, DPW

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



Row

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT
FOR THE WPCP CONCRETE REPAIR PHASE II PROJECT IN THE CITY OF
MARSHALLTOWN, IOWA BEING PROJECT NO. 52013017
IN THE AMOUNT OF \$208,790.00

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the WPCP Concrete Repair Phase II Project, being Project No. 52013017, in the City of Marshalltown, as described in the plans and specifications therefore, and

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

<u>Name and Address of Bidders</u>	<u>Amount of Bid</u>
Hay Construction Service, Inc. Marshalltown IA	\$208,790.00

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

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

Section 1. That the bid of Hay Construction Service, Inc. , and the same is hereby accepted for the construction of the improvement as described in the plans and specifications therefore, as previously ordered by the Council, and that the contract for the construction of same is now awarded to said contractor in the total amount two hundred eight thousand seven hundred ninety and 00/100=====\$208,790.00) Dollars.

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

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

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

Passed this 27th day of July 2015, and signed this ____ day of _____ 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Row

RESOLUTION APPROVING CONTRACT AND BOND FOR CONSTRUCTION OF THE
WPCP CONCRETE REPAIR PHASE II PROJECT
IN THE CITY OF MARSHALLTOWN, IOWA,
BEING PROJECT NO. 52013017 IN THE AMOUNT OF \$208,790.00

WHEREAS the City of Marshalltown, Iowa, did by resolution duly adopted by the Council, accept the bid of Hay Construction Service, Inc., of Marshalltown, IA, for construction of the WPCP Concrete Repair Phase II Project as required by plans and specifications therefore and in the City of Marshalltown, Iowa, as covered by resolution ordering said construction, and,

WHEREAS the said Hay Construction Service, Inc., of Marshalltown, IA, has executed a contract for the construction of said improvement and has filed its construction bond covering the full amount of said improvement with adequate sureties thereon, and that the said contract is now before this Council for final approval.

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

That the contract of Hay Construction Service, Inc., duly executed by said company and the surety bond for the performance of said contract, duly executed by said company, together with the surety, are now filed with the City Clerk for the construction of the public improvement as fully set forth in the plans and specifications for Project No. 52013017 the WPCP Concrete Repair Phase II, in the City of Marshalltown, Iowa, and therein specifically described, be and the same are hereby accepted and approved.

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

Passed this 27th day of July 2015, and signed this _____ day of July 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance , Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN, IOWA C O N T R A C T

WATER POLLUTION CONTROL PLANT CONCRETE REPAIRS-PHASE II PROJECT NO. 52013017

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

WITNESSETH: That the Contractor for and in consideration of the sum of Two Hundred Eight Thousand, Seven Hundred Ninety (\$208,790.00) Dollars payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders, the various items of work as follows:

	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL BID AMOUNT
1	Demolition - Existing Concrete Slab North Side	S.F.	850	\$6.24	\$5,303.00
2	Earthwork and Compacted Rock - Slab North Side	S.F.	850	\$13.24	\$11,254.00
3	6" Concrete Slab North Side	S.F.	850	\$12.53	\$10,648.00
4	New Concrete Topping Slabs - East Side of Aerator Tanks	S.F.	1300	\$14.62	\$19,008.00
5	New Concrete Topping Slabs - East-West Interior Walls (3 Walls)	S.F.	1570	\$29.86	\$46,873.00
6	New Concrete Topping Slabs - Aerator Tank North Exterior Wall	S.F.	310	\$33.34	\$10,335.00
7	Crack & Spalling Repair - Repair Sides of Interior East-West Walkways	S.F.	1110	\$7.07	\$7,850.00
8	Patch Larger Spalling Areas Inside Tank Walls (Approx. 4'x4')	Each Area	6	\$553.33	\$3,320.00
9	Patch Smaller Spalling Areas Inside Tank (Approx. 4"x4")	Each Area	130	\$5.14	\$668.00
10	Patch Existing Pipe Holes in Sides of Walkway	Each Hole	4	\$1,085.75	\$4,343.00
11	Fix Cracks in Side of Tank Walls	L.F.	75	\$16.71	\$1,253.00
12	Clean & Epoxy Coat & Cover with Mortar Exposed Rebar below (+9'-0")	Each Rebar	30	\$337.53	\$10,126.00
13	Power Wash Sides of Tank (From Top of Walls to (+8'-0"))	S.F.	12,800	\$2.03	\$26,015.00
14	Water Proof Sides of Tank (2 Coats- From Top of Walls to (+9'-0"))	S.F.	9330	\$4.67	\$43,574.00
15	Existing Expansion Joints - Remove & Replace Expansion Joint & Caulk	L.F.	380	\$11.98	\$4,551.00
16	Sealing at new Expansion Joints	L.F.	210	\$9.35	\$1,963.00
17	Handrail. - Remove & Reuse Existing Handrail North Wall	L.F.	92	\$13.38	\$1,231.00
18	East Walkways By Stairs - Epoxy Paint Existing Concrete with Slip Grit	S.F.	60	\$7.92	\$475.00
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					

31					
32					
33					
34					
35					
36					\$208,790.00
TOTAL					

Said agreement and a true copy of said plans and specifications are now on file in the office of the City Clerk of Marshalltown, Iowa.

That in consideration of the foregoing, the Owner hereby agrees to pay the Contractor promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications and subject to State Law.

That it is mutually understood and agreed by the parties hereto that the Notice to Bidders, Proposal, the Special Provisions, the within Contract, the Contractors Bond and the General and Detailed Plans and the Standard Specifications, City of Marshalltown, are and constitute the basis of Contract between the parties hereto and are by this reference made a part hereof.

That it is further understood and agreed by the parties of his contract that the above work will be substantially completed by June 30, 2016 and that time is the essence of this contract. For each calendar day that any work shall remain uncompleted beyond the substantial completion date specified in the Proposal form, liquidated damages will be assessed according to the following schedule:

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

The Contractor shall perform all work in a workmanlike manner.

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

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

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

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

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as of the 28TH day of JULY, 2015.

CITY OF MARSHALLTOWN, IOWA

By _____

ATTEST: _____

CONTRACTOR

HAY CONSTRUCTION SERVICES, INC.

By Steven W. Hay PRESIDENT

16 S. 18TH AVE., MARSHALLTOWN, IA 50158
Business Address

RAW

RESOLUTION APPROVING DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF MARSHALLTOWN, IOWA, AND DT RETAIL PROPERTIES, LLC..

WHEREAS there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed Development Agreement by and between the City of Marshalltown, DT Retail Properties LLC.; and

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

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

Section 1. That the developer agreement by and between the City of Marshalltown, Iowa and DT Retail Properties LLC. as required the developer construct public sidewalks, construction or repair of driveway approaches and construction or repair of street pavement and DT Retail Properties LLC agrees to reimburse the City for inspection and construction administration costs in an amount up to but not to exceed eleven and one-half percent (11.5%) of the total costs as described in the Agreement attached hereto is fully approved in all respects and particulars and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of the City of Marshalltown.

Passed this 27th day of July 2015, and signed this _____ day of July 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

July 7, 2015

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

From: Justin Nickel
Director of Public Works

Re: Approve Developer Agreement – DT Retail Properties LLC for construction of public improvements in conjunction with construction of a new retail store at 2306 South Center Street.

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

Recommendation: Staff recommends approving the agreement with DT Retail for construction of public sidewalks, construction or repair of driveway approaches and construction or repair of street pavement.

Background: DT Retail intends to build a new retail store at 2306 South Center Street. DT Retail has agreed to reimburse the City for inspection and construction administration costs in an amount not to exceed 11.5% of the total costs of improvements within the public right of way.

Budget Impact: DT Retail will reimburse the City for inspection and construction administration costs.

Attachment: Agreement.

cc: Randy Wetmore, City Administrator

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



DEVELOPMENT AGREEMENT

This Development Agreement (this "**Agreement**") is made as of this 5th day of June, 2015 by and between the **CITY OF MARSHALLTOWN, IOWA**, a municipal corporation (the "**City**"), and **DT RETAIL PROPERTIES, LLC** a Virginia limited liability company ("**DT Retail Properties**").

WHEREAS, DT Retail Properties or its affiliate intends to acquire fee simple title to certain real property ("2306 South Center Street") located northeast of the intersection of South Center Street and Southridge Road in the City of Marshalltown, Marshall County, Iowa, which property is legally described in Exhibit A attached hereto; and

WHEREAS, in connection with the planned development of the DT Retail Properties Property as generally shown in Exhibit B attached hereto (the "**Site Plan**"), the City and DT Retail Properties concur that it would be in the best interest of the traveling public if certain improvements were made to the public rights-of-way located near the DT Retail Properties Property; and

WHEREAS, DT Retail Properties has agreed to construct certain off-site improvements to accommodate pedestrian and vehicular traffic along South Center Street and Southridge Road, subject to the terms and conditions of this Agreement; and

WHEREAS, DT Retail Properties has agreed to reimburse the City for inspection and construction administration costs in an amount up to but not to exceed eleven and one-half percent (11.5%) of the total costs of certain offsite improvements to accommodate pedestrian and vehicular traffic along South Center Street and Southridge Road to be made by DT Retail Properties as provided herein.

NOW THEREFORE, the City and DT Retail Properties, in consideration of the terms, covenants and conditions herein set forth, hereby agree as follows:

1. **DT Retail Properties Public Improvements.** DT Retail Properties hereby agrees, to design, bid and construct, or engage a qualified contractor to construct, the required public sidewalks along South Center Street and Southridge Road right-of-way, construct or repair driveway approaches, and construct or repair intersection paving in accordance with the Site Plan attached hereto (the "**DT Retail Properties Public Improvements**"). The construction of the DT Retail Properties Public Improvements shall be subject to the following:

- (a) **Permits.** DT Retail Properties' obligations as set forth herein shall be subject to receipt of all necessary permits and government approvals in connection with the planned development of the DT Retail Properties Property, including, but not limited to, any permits or approvals required by the Iowa Department of Transportation (the "**IDOT**") (collectively, all such permits and government approvals shall be referred to as the "**Government Approvals**"). DT Retail Properties shall, at its own cost and expense, with the cooperation of the City, apply for and obtain such Government Approvals as necessary for the DT Retail Properties Public Improvements.

- (b) **License to Construct.** The City grants to DT Retail Properties, its agents, successors and assigns, a license and temporary easement to enter onto any adjacent property of the City necessary to construct the DT Retail Properties Public Improvements and regulate pedestrian and vehicular traffic to such areas during the construction of the DT Retail Properties Public Improvements.
- (c) **Costs of the DT Retail Properties Public Improvements.** DT Retail Properties shall be responsible for all costs and expenses in connection with the design, permitting, bid and construction of the DT Retail Properties Public Improvements.

2. **City Public Improvements.** There are no City Public Improvements associated with this agreement.

3. **City Approvals.** The City approves of the street layout, access, curb cuts and other matters as shown on the Site Plan attached hereto. The City agrees it shall timely review and not unreasonably withhold any "City Approvals" (defined as all requests for building permits, certificates of occupancy and all other approvals lawfully required for DT Retail Properties to construct and operate its retail stores, parking lot and related improvements upon the DT Retail Properties Property and to obtain access to all abutting and appurtenant rights-of-way, in accordance with ordinances, building codes, rules and regulations promulgated by the City) necessary to construct the DT Retail Properties Public Improvements; provided that DT Retail Properties complies with all applicable laws, regulations and ordinances of the City and pays all reasonable and customary permit and application fees.

4. **Dedication of Improvements.** Subject to all of the other provisions of this Agreement and any exhibits hereto attached, DT Retail Properties shall, without charge to the City, upon completion of the DT Retail Properties Public Improvements, unconditionally give, grant, convey and fully dedicate such improvements to the City free and clear of all encumbrances. DT Retail Properties shall non-exclusively assign the rights to enforce all construction contracts, contractors' bonds and design agreements regarding such improvements to the City so that these may be enforced by the City after such acceptance. Notwithstanding the foregoing, DT Retail Properties shall retain ownership to all private improvements located on the DT Retail Properties Property.

5. **No Improvement District or Special Assessments.** The City shall create no improvement district(s) arising out of the construction activities contemplated by this Agreement. DT Retail Properties' construction of the DT Retail Properties Public Improvements as set forth herein represent the maximum liability of DT Retail Properties to fund and pay for the construction activities contemplated by this Agreement. The City waives any requirement of DT Retail Properties to pay any special or other assessment associated with the construction activities contemplated by this Agreement (unless otherwise stated herein). The City further agrees that DT Retail Properties shall have no responsibility for any costs associated with any increased public road required in connection with development of any property located in the vicinity of DT Retail Properties Property, which is not owned by DT Retail Properties.

6. **No Obligation to Construct or Operate.** The City hereby acknowledges that DT Retail Properties or its affiliate, as of the date hereof, may not own fee title to the DT Retail Properties Property. The City further agrees that none of the obligations of DT Retail Properties set forth herein shall be binding against DT Retail Properties until such time as:

(i) the adjacent Iowa DOT frontage road has been removed, (ii) DT Retail Properties has received all building permits required to legally commence construction of DT Retail Properties planned retail facilities and (iii) DT Retail Properties or its affiliates have acquired fee title to the DT Retail Properties Property. Notwithstanding anything to the contrary contained herein, the City agrees that the DT Retail Properties Property may be used for any lawful purpose allowed by the Marshalltown Zoning Ordinance of 2010. It is expressly agreed that nothing contained in this Agreement shall be construed to contain a covenant, either expressed or implied, to either commence the construction of a

building or the operation of a business or thereafter continuously operate a business on the DT Retail Properties Property. The City recognizes and agrees that DT Retail Properties may, at DT Retail Properties' sole discretion, cease the operation of its business on the DT Retail Properties Property and the City hereby waives any legal action for damages or for equitable relief resulting from such cessation of business activity by DT Retail Properties.

7. **No Agency or Partnership.** This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the City and DT Retail Properties nor between the City and any officer, employee, contractor or representative of DT Retail Properties. No joint employment is intended or created by this Agreement for any purpose. DT Retail Properties agrees to so inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Agreement.

8. **Governing Law.** This Agreement shall be construed under the laws of the State of Iowa.

9. **Entire Agreement.** THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY BE LEGALLY ENFORCED AND THE PARTIES HERETO MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

10. **Counterparts.** This Agreement may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively one agreement.

11. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

12. **Further Assurances.** From time to time after the date hereof, without further consideration, the parties will (i) execute and deliver, or cause to be executed and delivered, such instruments to each other as may reasonably request in order to effectuate the intent of this Agreement and (ii) use reasonable good faith efforts to obtain any third-party consents reasonably necessary to effectuate the intent of this Agreement.

13. **Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement shall be held invalid, illegal or unenforceable, the remainder shall remain in full force and effect, and such invalid, illegal or unenforceable provision shall be reformed by such court so as to give maximum legal effect to the intention of the parties as expressed therein.

14. **Authorization.** DT Retail Properties represents, covenants and warrants that the making and execution of this Agreement and all other documents and instruments required or related hereunder have been fully authorized by the necessary corporate action of DT Retail Properties and are valid, binding and enforceable obligations of DT Retail Properties in accordance with their respective terms. The City represents, covenants and warrants that the making and execution of this Agreement and all other documents and instruments required or related hereunder have been fully authorized by the necessary organizational action of the City and are valid, binding and enforceable obligations of the City in accordance with their respective terms.

15. **Default.** Each party acknowledges that time shall be of the essence in the performance of its obligations under this Agreement and that each of the parties shall be expending considerable funds, committing administrative time at a substantial cost, and making contractual obligations with third parties, all in reliance upon and in anticipation of the timely performance by the other parties of their respective duties and obligations under this Agreement.

In the event of a default by any party of this Agreement, the aggrieved parties may pursue

any and all remedies available under law or in equity against the defaulting party, including, without limitation, recovery of damages or specific performance of the defaulting party's obligations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter set forth.

THE CITY:

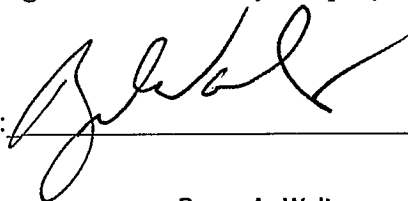
CITY OF MARSHALLTOWN, IOWA,
a municipal corporation

By: _____
MAYOR

ATTEST: _____
CITY CLERK

DT RETAIL PROPERTIES:

DT RETAIL PROPERTIES, LLC,
a Virginia limited liability company

By:  _____

Bruce A. Walters
Senior Vice President
Real Estate and Construction

EXHIBIT A

LOT 1 LEGALLY DESCRIBED

Tract I:

Lot 1, EXCEPT the East 50 feet, Block 1, Southridge Addition to Marshall,
Marshall County, Iowa;

AND

Tract II:

Parcel "A" lying in Lot 4 of the Subdivision of the Northwest Quarter of the
Northeast Quarter of Section 11, Township 83 North, Range 18 West of the 5th
P.M., Marshall County, Iowa, as shown in Plat of Survey recorded June 17, 2003
as Instrument No. 0306158 of the records of the Recorder's Office , Marshall
County, Iowa.

EXHIBIT B

SITE PLAN

KEY LEGEND:

-  FUTURE RETAIL STORE
-  PAVEMENT IMPROVEMENTS
-  SIDEWALK IMPROVEMENTS
-  E SOUTHRIDGE RD STREET IMPROVEMENTS

PROPOSED RETAIL

MARSHALLTOWN, IA (CENTER ST)

NOT TO SCALE

EXISTING PAVEMENT
TO BE REMOVED
(BY OTHERS)

FUTURE
RETAIL
STORE

2015-__

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

WHEREAS a proposed agreement between the City of Marshalltown and The Iowa Department of Transportation for funding authorized and approved costs for eligible items associated with the development of approximately 1,000 feet of South Street located on the southeast side of town in the Industrial Park was approved by City Council Resolution 2013-198 on December 30, 2013; and

WHEREAS the Council finds rescinding the RISE Agreement with the Iowa Department of Transportation is in the best interest of the City of Marshalltown.

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

Section 1. That the Revitalize Iowa's Sound Economy Program (RISE) Project Agreement with the Iowa Department of Transportation be rescinded.

Section 2. That the Mayor and City Clerk are hereby authorized and directed to effectuate this council action on behalf of the City of Marshalltown.

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

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Row

RESOLUTION NO. 2015-__

**RESOLUTION TO SUPPORT THE IOWA DEPARTMENT OF TRANSPORTATION
RISE APPLICATION FOR SOUTH STREET IMPROVEMENTS RELATING TO THE
DEVELOPMENT AGREEMENT WITH TIG DISTRIBUTING, INC.**

WHEREAS an existing warehousing and distribution company is under contract to purchase approximately 16 acres in the MIP 6th addition for the construction of a 34,000 sq. ft. warehousing and manufacturing facility if this RISE application is approved; and

WHEREAS the developer has made an offer to purchase and expand contingent upon access and critical infrastructure; and

WHEREAS South Street and 14th Avenue currently terminate leaving an additional 41 acres of development property without access and essential infrastructure; and

WHEREAS the Marshalltown Comprehensive Plan recommends industrial and transportation improvements in this are recommended, and the Council finds this proposal is in the best interest of the City of Marshalltown, Iowa.

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

Section 1: The City of Marshalltown hereby supports this business project.

Section 2: The City of Marshalltown certifies that there is an immediate non-speculative opportunity for permanent job creation and the City has an estimated cost of \$849,021 of proposed road improvements for the business.

Section 3: RISE grant funding is imperative to complete this project. The City is applying for the grant funding conditioned upon the City assuming a proportion of the cost.

Section 4: The City will lose this development opportunity as it cannot afford to complete this project without assistance from RISE funds or other grant sources.

Section 5: Approval of this project and acceptance of the RISE grant, if awarded, is contingent upon the City and developer reaching a Development Agreement after such public notices and hearings as may be legally required.

Section 6: The proposed project on South Street west of 18th Avenue will continue to be dedicated to public use.

Section 7: The City of Marshalltown will be responsible for the new roadway, and the City will adequately maintain this public road.

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

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

Row

2015-____

TENTATIVE RESOLUTION PROVIDING FOR THE
CONVEYANCE AND TRANSFER OF TITLE
TO THE PROPERTY HEREIN DESCRIBED
FROM THE CITY OF MARSHALLTOWN, IOWA
TO THEISEN DEVELOPMENT CO., L.L.C.

WHEREAS the Council of the City of Marshalltown, Iowa finds it is in the best interest of the City and proposes to transfer property set out and described in Section 1 hereof to the adjacent property owners, Theisen Development Co., L.L.C.; and

WHEREAS the consideration for the transfer of the real estate to Theisen Development Co., L.L.C., as set forth in Section 1, is the full sum of One (1.00) Dollar, other good and valuable consideration including costs of transfer and publication, said sum payable to the City of Marshalltown; and

WHEREAS the property being transferred by the City of Marshalltown, Iowa to Theisen Development Co., L.L.C. is real estate which is not being used to the full advantage of the City, and is not required for any other public purpose, and no rights of private persons will be adversely affected; and

WHEREAS the City of Marshalltown hereby proposes the transfer of said property, subject to easements being retained and rights of way of utilities, and access to and maintenance of said utilities. Said easements, rights of way and access will be retained until such time as the utility no longer utilizes or needs facilities in this location.

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

Section 1. The City of Marshalltown, Iowa, by this Tentative Resolution, proposes to transfer and convey title by Quit Claim Deed to the following described property Theisen Development Co., L.L.C. and said property is described as follows, to-wit:

As described:.. legally described as follows:

PARCEL "D" LOCATED IN THE NORTH 5.0 ACRES IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 15, TOWNSHIP 83 NORTH, RANGE 18 WEST AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 10, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M. MARSHALL COUNTY, IOWA, AS DESCRIBED IN PLAT OF SURVEY RECORDED JULY 13, 2015, AT FILE 2015-00003378 OF THE RECORDS OF MARSHALL COUNTY, IOWA, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY..

Section 2. That the consideration for the above-referred to real estate being transferred in Section 1 to Theisen Development Co., L.L.C., shall be the sum of One (1.00) Dollar, other good and valuable consideration including costs of transfer and publication, said sum payable to the City of Marshalltown.

Section 3. The City of Marshalltown hereby proposes the transfer of said property, subject to easements being retained and rights of way of utilities, and access to and maintenance of said utilities. Said easements, rights of way and access will be retained until such time as the utility no longer utilizes or needs facilities in this location.

Section 4. 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, the publication to be not less than four (4) days nor more than twenty (20) days prior to the date hereinafter fixed in the City Hall, 10 W State Street, Marshalltown, Iowa, on August 10, 2015, to consider any and all comments filed with the City Clerk or made in open council to the proposal for conveyance as herein contained and to take final action thereon.

Passed this 27th day of July, 2015, and signed this ___ day of July, 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance

ATTEST:

Shari L. Coughenour, CMC, City Clerk

NOTICE OF PUBLIC HEARING

PUBLIC NOTICE is hereby given that there is now on file in the Office of the Clerk of the CITY OF MARSHALLTOWN, IOWA, a Tentative Resolution wherein it is proposed to convey and transfer by Quit Claim Deed the following described properties in Marshalltown, Marshall County, Iowa, legally described as:

PARCEL "D" LOCATED IN THE NORTH 5.0 ACRES IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 15, TOWNSHIP 83 NORTH, RANGE 18 WEST AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 10, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M. MARSHALL COUNTY, IOWA, AS DESCRIBED IN PLAT OF SURVEY RECORDED JULY 13, 2015, AT FILE 2015-00003378 OF THE RECORDS OF MARSHALL COUNTY, IOWA, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.;

from the City of Marshalltown to Theisen Development Co., L.L.C.. The consideration for such conveyance shall be the sum of One (1.00) Dollar, plus other good and valuable consideration, and costs of transfer and publication.

The final action on the Tentative Resolution now on file will be taken at a meeting of the City Council to be held in the City Council Chambers, City Hall, 10 W State Street, on August 10, 2015, at 5:30 PM, Central Standard Time, at which time and place hearing will be had on any bids or comments made in writing or orally at said hearing to the proposed conveyance and the Council will take final action on the resolution now on file.

This notice is given as required by Section 364.7 of the Code of Iowa.

Shari L. Coughenour, City Clerk of Marshalltown Iowa.

Prepared By: Arthur F. Gilloon, Gilloon, Wright & Hamel, P.C., 770 Main Street, Dubuque, IA 52001-6820; (563) 556-6433

Address Tax Statement: Theisen Development Co., L.L.C., Attn: Christopher Theisen, 6201 Chavenelle Road, Dubuque, IA 52002
Return Document: Theisen Development Co., L.L.C., Attn: Christopher Theisen, 6201 Chavenelle Road, Dubuque, IA 52002

QUIT CLAIM DEED

For good and valuable consideration, THE CITY OF MARSHALLTOWN, IOWA, a Municipal Corporation, does hereby Quit Claim to THEISEN DEVELOPMENT CO., L.L.C., an Iowa Limited Liability Company, all of its right, title, interest, estate, claim and demand in the following described real estate in the City of Marshalltown, County of Marshall, State of Iowa:

PARCEL "D" LOCATED IN THE NORTH 5.0 ACRES IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 15, TOWNSHIP 83 NORTH, RANGE 18 WEST AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 10, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M. MARSHALL COUNTY, IOWA, AS DESCRIBED IN PLAT OF SURVEY RECORDED JULY 13, 2015, AT FILE 2015-00003378 OF THE RECORDS OF MARSHALL COUNTY, IOWA, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

EXEMPT FROM TRANSFER TAX PURSUANT TO IOWA CODE 428.2(6).

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number; according to the context.

Dated: July ____, 2015.

CITY OF MARSHALLTOWN, IOWA

BY: _____
JAMES L. LOWRANCE, Mayor

STATE OF IOWA, MARSHALL COUNTY, ss:

This instrument was acknowledged before me on July ____, 2015, by JAMES L. LOWRANCE.

Notary Public

RESOLUTION ADOPTING TENTATIVE RESOLUTION
PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE
BY THE CITY OF MARSHALLTOWN, IOWA
TO THEISEN DEVELOPMENT CO., L.L.C.
TO THE PROPERTY DESCRIBED HEREIN AND
AUTHORIZING EXECUTION AND DELIVERY OF QUIT CLAIM DEED

WHEREAS the Council of the City of Marshalltown, Iowa did, on the 27th day of July, 2015, place on file a Tentative Resolution whereby it proposed to sell, dispose of and convey the title of the CITY OF MARSHALLTOWN, IOWA to THEISEN DEVELOPMENT CO., L.L.C., the property, located in Marshalltown, Iowa, herein after described; and

WHEREAS published notice as required by law of the intended conveyance by the CITY OF MARSHALLTOWN, IOWA, of the real estate owned by it and described hereinafter has all been duly published and no other bids or objections to the proposed conveyance have been filed in writing with the City Clerk and no objections thereto are made in open Council meeting to the proposed conveyance for the consideration as therein described and 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 conveyance by the CITY OF MARSHALLTOWN, IOWA, to THEISEN DEVELOPMENT CO., L.L.C., of the real estate hereinafter described subject to easements, rights of way and access for public utilities and sewers,

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 27th day of July, 2015, whereby it is proposed to sell and dispose of and convey title of the CITY MARSHALLTOWN, IOWA, subject to easements, rights of way and access for public utilities and sewers as set out in Section 2, to the real estate located in the City of Marshalltown described as:

Legally described as follows:

PARCEL "D" LOCATED IN THE NORTH 5.0 ACRES IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 15, TOWNSHIP 83 NORTH, RANGE 18 WEST AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 10, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M. MARSHALL COUNTY, IOWA, AS DESCRIBED IN PLAT OF SURVEY RECORDED JULY 13, 2015, AT FILE 2015-00003378 OF THE RECORDS OF MARSHALL COUNTY, IOWA, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY., subject to reservation by the City for existing right-of-way as a public street,

to Theisen Development Co., L.L.C., is hereby approved and adopted.

Section 2. The conveyance of the real estate as is described in Section 1 of this Resolution shall be by Quit Claim Deed, from the CITY OF MARSHALLTOWN, subject to easements, rights of ways and access being retained for said property for utilities, access and maintenance of utilities, and for such other municipal easement as presently exists. Said easements, rights of way and access will be retained until such time as their retention is no longer desired by the City of Marshalltown, Iowa.

Section 3. The Mayor and Clerk are hereby authorized to execute the Quit Claim Deed, as referred to herein and upon receipt of the consideration therein, deliver the deed to the Buyer and to do all things necessary to carry out said sale.

Passed this 10th 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

EXHIBIT A

IRMA REPRESENTATION LETTER

July 27, 2015

Pinnacle Public Finance, Inc.
8377 E. Hartford Drive, Suite 115
Scottsdale, Arizona 85255
Attention: Blair Swain

Re: Independent Registered Municipal Advisor Representation

Dear Mr. Swain:

We are writing to provide you with certain representations pursuant to Rule 15Ba1-1 (the "*Municipal Advisor Rule*") of the Securities and Exchange Commission (the "*SEC*") under the Securities Exchange Act of 1934, as amended (the "*Act*"), regarding our independent registered municipal advisor.

Pursuant to paragraph (d)(3)(vi)(B) of the Municipal Advisor Rule, we hereby represent to you that we are represented by, and will rely on the advice of, Speer Financial, Inc., Waterloo, Iowa (the "*Advisor*") on all matters relating to 2015 Sewer Revenue Bonds.

We have been advised by the Advisor that: (i) it has registered as a municipal advisor with the SEC and the Municipal Securities Rulemaking Board; and (ii) the following individuals, each of whom has been employed by the Advisor for at least two years prior to the date of this letter, are the Associated Individuals of the Advisor for its representation of us: Maggie Burger, Vice President and Larry Burger, Vice President.

Capitalized terms used and not defined in this letter have the meanings assigned to them in the Act, the Municipal Advisor Rule and the related guidance of the SEC's Office of Municipal Securities. You may rely on this representation letter until such time as you receive notice from us.

Sincerely,

CITY OF MARSHALLTOWN, IOWA

By _____
Its Mayor

Zimbra

rwetmore@ci.marshalltown.ia.us

IRMA Letter being sent to Marshalltown

From : Maggie Burger <mburger@speerfinancial.com> Tue, Jul 21, 2015 09:26 AM
Subject : IRMA Letter being sent to Marshalltown
To : Brian DeMoss (bdemoss@ci.marshalltown.ia.us)
<bdemoss@ci.marshalltown.ia.us>, Shari
Coughenour
<scoughenour@ci.marshalltown.ia.us>, Randy
Wetmore (rwetmore@ci.marshalltown.ia.us)
<rwetmore@ci.marshalltown.ia.us>

I am going to be sending in a separate email an IRMA letter which is new under regulations in our industry that took effect on July 1, 2014. The IRMA or Independent Registered Municipal Advisor letter provides the Purchaser of your Sewer Revenue Bonds, to feel confident that you are relying on the advice of Speer Financial, Inc to make decisions about the financing options of the Sewer projects. This letter basically eliminates them from the SEC looking at Pinnacle the Purchaser and saying wait, did you advise Marshalltown in any way. Pinnacle is restricted to give advice to your City on this transaction due to their nature of being the Purchaser.

I am sending this letter today, which should be approved Monday and placed on the agenda either in the consent agenda or prior to the approval of the financing we will be recommending. I will state that in my email I send. That email will include Bond Counsel and Placement Agent, but I thought it was imperative to explain why they wanted this "now common" letter to be used. We have reviewed it and filled in the information accordingly and recommend you sign it, because it is only based on this single transaction.

Thanks and please let me know if you have any questions.

Maggie Burger, Vice President, CIPMA

Speer Financial, Inc.

531 Commercial St., Ste. 608

Waterloo, IA 50701

(319) 291-2077 Phone

(319) 291-8628 Fax

mburger@speerfinancial.com

The information provided is presented as an aid in decision making. Current and future market conditions and interest rates are subject to change and any information based on such market conditions and interest rates is not guaranteed.

Emails from this firm normally contain confidential and privileged material and are for the sole use of the intended recipient. Use or distribution by any unintended recipient is prohibited, and may be a violation of law. If you believe that you receive this email in error, please do not read this e-mail or any attached items. Please delete this email and all attachment including any copies thereof, and inform the sender that you have deleted the email, all attachments and any copies thereof. Thank you.

ISSUANCE OF SEWER REVENUE
BOND, SERIES 2015

422742-22

Marshalltown, Iowa

July 27, 2015

The City Council of the City of Marshalltown, Iowa, met on July 27, 2015, at _____ o'clock ____m., at the Council Chambers, Marshalltown, Iowa.

The meeting was called to order by the Mayor, and the roll was called showing the following members of the City Council present and absent:

Present: _____

Absent: _____.

It was reported that a proposal had been received for the purchase of the City's Sewer Revenue Bonds, Series 2015, in the amount of \$6,000,000, and that it was now necessary for the Council to adopt a resolution authorizing the issuance of those Bonds.

Council Member _____ introduced the following resolution and moved its adoption, seconded by Council Member _____. After due consideration and discussion, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted, as hereinafter set out.

RESOLUTION NO. _____

Resolution providing for the issuance and securing the payment of \$6,000,000 Sewer Revenue Bond, Series 2015

WHEREAS, the City of Marshalltown, in the County of Marshall, State of Iowa (hereinafter referred to as the "City"), did heretofore establish a Municipal Sanitary Sewer System (the "Sanitary Sewer System") in and for the City, which has continuously supplied service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Sanitary Sewer System are vested in the City Council; and

WHEREAS, following required published notice and public hearing, and pursuant to a resolution adopted on May 7, 2012, the City authorized the issuance of its Sewer Revenue Improvement and Refunding Bonds, Series 2012, in the principal amount of \$4,985,000 (the "Series 2012 Bonds"); and

WHEREAS, following required published notice and public hearing, and pursuant to a resolution adopted on May 28, 2013, the City authorized the issuance of its Sewer Revenue Bonds, Series 2013, in the principal amount of \$3,700,000 (the "Series 2013 Bonds"); and

WHEREAS, following required published notice and public hearing, and pursuant to a resolution adopted on June 9, 2014, the City authorized the issuance of its Sewer Revenue Bonds, Series 2014, in the principal amount of \$5,500,000 (the "Series 2014 Bonds") (together, the Series 2012 Bonds, the Series 2013 Bonds and the Series 2015 Bonds are hereinafter referred to as the "Outstanding Bonds"); and

WHEREAS, in the resolutions authorizing the issuance of the Outstanding Bonds, the City reserved the right and privilege of issuing obligations ranking on a parity with the Outstanding Bonds in order to pay the cost of improvements and extensions to the Sanitary Sewer System or for refunding any Bonds or obligations payable from the Net Revenues of the Sanitary Sewer System, but only if the officially reported Net Revenues of the Sanitary Sewer System for the last preceding fiscal year prior to the issuance of such additional obligations (with certain adjustments) were equal to at least 110% of the maximum amount of principal and interest that will become due in any subsequent year during the life of the Outstanding Bonds for the Outstanding Bonds and any additional obligations then outstanding and the additional obligations then proposed to be issued; and

WHEREAS, the City has confirmed that the required Net Revenues have been officially reported; and

WHEREAS, it has been proposed that the Council enter into a loan agreement (the "Loan Agreement") with Pinnacle Public Finance, Inc. (the "Lender") and issue \$6,000,000 Sewer Revenue Bonds, Series 2015 (the "Series 2015 Bonds") in evidence of its obligations thereunder for the purpose of financing improvements to the Sanitary Sewer System;

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

Section 1. The Loan Agreement is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute the Loan Agreement on behalf of the City. The Series 2015 Bonds are hereby authorized to be issued in evidence of the obligation of the City under the Loan Agreement, in the total aggregate principal amount of \$6,000,000, to be dated August 13, 2015. The Series 2015 Bonds shall be issued as a single term Bond (the "Series 2015 Bond") with final maturity on June 1, 2030 and with mandatory periodic principal installments due on June 1 in each of the years and in such amounts as follows:

Year	Principal	Year	Principal
2016	\$360,000	2024	\$406,000
2017	\$337,000	2025	\$417,000
2018	\$346,000	2026	\$428,000
2019	\$355,000	2027	\$440,000
2020	\$365,000	2028	\$451,000
2021	\$375,000	2029	\$464,000
2022	\$385,000	2030	\$476,000
2023	\$395,000		

Section 2. Bankers Trust Company, Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the Series 2015 Bond and may be hereinafter referred to as the "Registrar" or the "Paying Agent". The Mayor and City Clerk are hereby authorized and directed to execute the Registrar Agreement for and on behalf of the City, which is hereby approved.

Section 3. The City reserves the right to prepay in whole on any date after June 1, 2020, the outstanding principal of the Series 2015 Bond upon terms of par and accrued interest. The City reserves the right to prepay in part on any interest payment date after June 1, 2020, the outstanding principal of the Series 2015 Bond upon terms of par and accrued interest, plus a \$500 booking fee; provided that prepayment in part shall occur only once per fiscal year and shall be for a minimum of \$250,000.

If less than all of the principal of the Series 2015 Bond is to be redeemed, the particular part of the Series 2015 Bond to be redeemed shall be selected by the Registrar by lot. Notice of redemption identifying the portion of the Series 2015 Bond to be redeemed shall be sent by electronic means or mailed by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was sent. That portion of the Series 2015

Bond as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Outstanding principal of the Series 2015 Bond shall bear interest at the rate of 2.69% per annum from the date of the Series 2015 Bond, or from the most recent date on which interest has been paid as hereinafter set forth. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Accrued interest on the Series 2015 Bond shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2015. Payment of interest on and principal of the Series 2015 Bond shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest or principal payment date and shall be paid by electronic wire transfer or by check or draft mailed to the registered owners at the addresses shown on such registration books, provided that the final payment of principal shall be made only upon presentation and surrender of the Series 2015 Bond at the office of the Paying Agent.

So long as an Event of Default has occurred and is continuing, the registered owner of the Series 2015 Bond may increase the interest rate on the Series 2015 Bond to 5% per annum (the "Default Rate"), by sending written notice to the Paying Agent and the City. "Event of Default" shall mean: (i) a failure to pay principal or interest on the Series 2015 Bond when due, as provided in the Series 2015 Bond and this Resolution; or (ii) a failure by the City to comply with any of its obligations, or to perform any of its duties, under this Resolution, the Series 2015 Bond or the Loan Agreement, which failure continues, and is not cured, for a period of more than 60 days after a registered owner of the Series 2015 Bond has made written demand on the City to cure such failure; or (iii) a material misrepresentation or omission by the City in the issuance of the Series 2015 Bond. In the event the registered owner of the Series 2015 Bond receives notice of a "Determination of Taxability," as defined in Section 16 of this Resolution, the Default Rate shall be automatically increased to 6% per annum, effective as of the "Date of Taxability," as defined in Section 16 of this Resolution.

The Series 2015 Bond shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be a fully registered Series 2015 Bond without interest coupons. The issuance of the Series 2015 Bond shall be recorded in the office of the City Treasurer, and the certificate on the back of the Series 2015 Bond shall be executed with the official manual or facsimile signature of the City Treasurer. In case any officer whose signature or the facsimile of whose signature appears on the Series 2015 Bond shall cease to be such officer before the delivery of such Series 2015 Bond, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

Principal of the Series 2015 Bond and the interest thereon, together with the Outstanding Bonds, and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth herein (which additional obligations are hereinafter sometimes referred to as "Parity Obligations"), shall be payable solely from the Net Revenues, as hereinafter defined, of the Sanitary Sewer System and the Sinking Fund hereinafter referred to, both of which are hereby pledged to the payment of the Series 2015 Bond. The Series 2015 Bond shall be a valid claim of the owners thereof only against said Net

Revenues and Sinking Fund. The Series 2015 Bond shall not be a general obligation of the City, nor payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the Net Revenues of the Sanitary Sewer System to be sufficient for the payment in whole or in part of the Series 2015 Bond and the interest thereon.

The Series 2015 Bond shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal and interest thereof shall be made only to the registered owners, their legal representatives or assigns. The Series 2015 Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Series 2015 Bond shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 4. The Series 2015 Bond shall be in substantially the following form:

(Form of Series 2015 Bond)

THE BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT AND MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO U.S. PERSONS (AS SUCH TERMS ARE DEFINED UNDER THE SECURITIES ACT) EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. ACCORDINGLY, THE BOND IS BEING OFFERED AND SOLD ONLY TO (1) "QUALIFIED INSTITUTIONAL BUYERS" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) AND (2) TO A LIMITED NUMBER OF OTHER INSTITUTIONAL "ACCREDITED INVESTORS" (AS DEFINED IN RULE 501(A)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT) THAT EXECUTE AND DELIVER A LETTER CONTAINING CERTAIN REPRESENTATIONS AND AGREEMENTS.

UNITED STATES OF AMERICA

STATE OF IOWA

COUNTY OF MARSHALL

CITY OF MARSHALLTOWN

SEWER REVENUE BOND, SERIES 2015

No. 1

\$6,000,000

RATE

MATURITY DATE

BOND DATE

2.69%

June 1, 2030

August 13, 2015

The City of Marshalltown (the "City"), in Marshall County, State of Iowa, for value received, promises to pay in the manner hereinafter provided to:

Pinnacle Public Finance, Inc.

or registered assigns, the principal sum of

SIX MILLION DOLLARS

in lawful money of the United States of America, with interest on the outstanding principal hereof, at the rate per annum specified above, from the date of this Bond, or from the most recent date on which interest has been paid. Accrued interest on this Bond shall be paid semiannually on June 1 and December 1 of each year, commencing December 1, 2015, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become

applicable hereto. Interest on this Bond will be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Bankers Trust Company, Des Moines, Iowa, is the Registrar and Paying Agent for this Bond and may be hereinafter referred to as the "Registrar" or the "Paying Agent".

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond has been issued as a single term Bond with final maturity on June 1, 2030, and with mandatory periodic principal installments due on June 1 in each of the years and in such amounts as follows:

Year	Principal	Year	Principal
2016	\$360,000	2024	\$406,000
2017	\$337,000	2025	\$417,000
2018	\$346,000	2026	\$428,000
2019	\$355,000	2027	\$440,000
2020	\$365,000	2028	\$451,000
2021	\$375,000	2029	\$464,000
2022	\$385,000	2030	\$476,000
2023	\$395,000		

This Bond is issued by the City to evidence its obligation under a certain Loan Agreement, dated as of August 13, 2015 (the "Loan Agreement"), entered into by the City for the purpose of financing improvements to the City's Sanitary Sewer System.

This Bond is issued pursuant to and in strict compliance with the provisions of Chapter 384 of the Code of Iowa, 2015, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of this Bond (the "Resolution"), and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of this Bond and the rights of the owners of this Bond. Capitalized terms not otherwise defined herein shall have the meaning as forth in the Resolution.

Payment of interest on and principal of this Bond shall be made to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest or principal payment date and shall be paid by electronic wire transfer or by check or draft mailed to the registered owner at the address shown on such registration books, provided that the final payment of principal shall be made only upon presentation and surrender of this Bond at the office of the Paying Agent.

So long as an Event of Default has occurred and is continuing, the registered owner of this Bond may increase the interest rate on this Bond to 5% per annum (the "Default Rate"), by sending written notice to the Paying Agent and the City. "Event of Default" shall mean: (i) a failure to pay principal or interest on this Bond when due, as provided in this Bond and the Resolution; or (ii) a failure by the City to comply with any of its obligations, or to perform any of

its duties, under the Resolution, this Bond or the Loan Agreement, which failure continues, and is not cured, for a period of more than 60 days after a registered owner of this Bond has made written demand on the City to cure such failure; or (iii) a material misrepresentation or omission by the City in the issuance of this Bond. In the event the registered owner of this Bond receives notice of a "Determination of Taxability," as defined in Section 16 of the Resolution, the Default Rate shall be automatically increased to 6% per annum, effective as of the "Date of Taxability," as defined in Section 16 of the Resolution.

The City reserves the right to prepay in whole on any date after June 1, 2020, the outstanding principal of this Bond upon terms of par and accrued interest. The City reserves the right to prepay in part on any interest payment date after June 1, 2020, the outstanding principal of this Bond upon terms of par and accrued interest, plus a \$500 booking fee; provided that prepayment in part shall occur only once per fiscal year and shall be for a minimum of \$250,000.

If less than all of the principal of this Bond is to be redeemed, the particular part of this Bond to be redeemed shall be selected by the Registrar by lot. Notice of redemption identifying the portion of this Bond to be redeemed shall be sent by electronic means or mailed by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the portion of this Bond so called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the portion of this Bond called for redemption in the same manner as the original redemption notice was sent. That portion of this Bond as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

This Bond is not a general obligation of the City but, together with the City's outstanding Sewer Revenue Improvement and Refunding Bonds, Series 2012, the City's outstanding Sewer Revenue Bonds, Series 2013, the City's outstanding Sewer Revenue Bonds, Series 2014 and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth in the Resolution, is payable solely and only out of the future Net Revenues of the Municipal Sanitary Sewer System of the City, a sufficient portion of which has been ordered set aside and pledged for that purpose. This Bond is not payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the said Net Revenues to be sufficient for the payment of this Bond and the interest hereon.

In the event the registered owner of this Bond receives notice of a "Determination of Taxability" (as hereinafter defined), the rate of interest on the Bond shall be automatically increased, effective as of the "Date of Taxability" (as hereinafter defined) to an interest rate equal to 6.00% per annum (the "Taxable Rate") effective as of the Date of Taxability. For the purpose of this paragraph, a "Determination of Taxability" shall mean the issuance of a statutory notice of deficiency by the Internal Revenue Service, or a ruling of the National Office or any District Office of the Internal Revenue Service, or a final decision of a court of competent jurisdiction, or an opinion of independent tax counsel selected by the registered owner and

approved by the City (which approval shall not be unreasonably withheld) which holds that the interest payable on this Bond is includable in the gross income of the registered owner for federal income tax purposes as a result of any action or failure to act by the City, if the period, if any, for contest or appeal of such action, ruling or decision by the City or registered owner has expired without any such contest or appeal having been properly instituted by the registered owner or the City. The "Date of Taxability" shall mean that point in time, as specified in the Determination of Taxability, ruling or decision, that the interest payable on the Bond becomes includable in the gross income of the registered owner for federal income tax purposes.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner, as required by law, and that the issuance of this Bond does not exceed or violate any constitutional or statutory limitation or provision.

IN TESTIMONY WHEREOF, the City of Marshalltown, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk, all as of August 13, 2015.

CITY OF MARSHALLTOWN, IOWA

By: (DO NOT SIGN)

Mayor

Attest:

(DO NOT SIGN)

City Clerk

Registration Date: (Registration Date)

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is the Series 2015 Bond described in the within-mentioned Resolution.

BANKERS TRUST COMPANY
Des Moines, Iowa
Registrar

By (Authorized Signature)
Authorized Officer

STATE OF IOWA
CITY OF MARSHALLTOWN

SS: CITY TREASURER'S CERTIFICATE

The original issuance of the Series 2015 Bond was duly and properly recorded in my office as of August 13, 2015.

City Treasurer, Marshalltown, Iowa

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN	-	as tenants in common	UTM
COM			A _____
TEN ENT	-	as tenants by the entireties	_____ (Custodian)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	As Custodian for _____ (Minor) under Uniform Transfers to Minors Act _____ (State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 5. The Series 2015 Bond shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon shall be delivered to the Registrar for registration, authentication and delivery to the Lender, upon receipt of the loan proceeds (the "Proceeds"), and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects.

The Proceeds shall be used to (1) pay the cost of improvements to the Sanitary Sewer System and (2) pay costs of issuance of the Series 2015 Bond. To the extent that Proceeds remain after the full payment of the costs set forth in (1) and (2) in the preceding sentence, such Loan Proceeds shall be used for the payment of interest on the Series 2015 Bond. The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

Section 6. So long as the Series 2015 Bond, the Outstanding Bonds or any Parity Obligations are outstanding, the City shall continue to maintain the Sanitary Sewer System in good condition, and the Sanitary Sewer System shall continue to be operated in an efficient manner and at a reasonable cost as a revenue producing undertaking. The City shall establish, impose, adjust and provide for the collection of rates to be charged to customers of the Sanitary Sewer System, including the City, to produce gross revenues (hereinafter sometimes referred to as the "Gross Revenues") at least sufficient to pay the expenses of operation and maintenance of the Sanitary Sewer System, which shall include salaries, wages, cost of maintenance and operation, materials, supplies, insurance and all other items normally included under recognized accounting practices (but does not include allowances for depreciation in the valuation of physical property) (which such expenses are hereinafter sometimes referred to as the "Operating Expenses") and to leave a balance of net revenues (herein referred to as the "Net Revenues") equal to at least 110% of the amount of annual installments of principal of and interest on the Series 2015 Bond, the Outstanding Bonds and any other Parity Obligations outstanding from time to time, as the same become due. The City shall provide to the registered owner of the Series 2015 Bond, current, audited financial statements within 240 days after the close of the City's fiscal year, along with such other financial information as the registered owner of the Series 2015 Bond may reasonably request. If the audited financial statements are not available within that time frame, the City shall provide notice of the unavailability to the registered owner of the Series 2015 Bond and shall provide the audited financial statements as soon as they become available.

Section 7. From and after the issuance of the Series 2015 Bond, and throughout the time the Series 2015 Bond, the Outstanding Bonds and any Parity Obligations are outstanding, the Gross Revenues of the Sanitary Sewer System shall be set aside into a separate and special fund which is hereby established, to be known and hereinafter referred to as the "Sewer Revenue Fund". The Sewer Revenue Fund shall be used in maintaining and operating the Sanitary Sewer System, and after payment of the Operating Expenses shall, to the extent hereinafter provided, be used to pay the principal of and interest on the Series 2015 Bond, the Outstanding Bonds and any Parity Obligations, and to create and maintain the several separate funds hereinafter established.

A. Sinking Fund. There shall be maintained an account to be known as the "Sewer Revenue Sinking Fund" (herein referred to as the "Sinking Fund"), into which there shall

continue to be set aside from the future Net Revenues of the Sanitary Sewer System such portion thereof as will be sufficient to pay the interest on and principal of the Series 2015 Bond as the same become due, and it is hereby determined that the minimum amount to be so set aside into the Sinking Fund from the Net Revenues with respect to the Series 2015 Bond during each month of each year shall be not less than as follows:

Commencing September 1, 2015 and continuing to November 1, 2014, an amount equal to 1/3rd of the amount of interest coming due on December 1, 2015; and, commencing December 1, 2015, and continuing to May 1, 2030, an amount equal to 1/6th of the amount of interest coming due on the next succeeding interest payment date; and, commencing September 1, 2015, and continuing to May 1, 2015, an amount equal to 1/9th of the amount of the principal installment coming due on June 1, 2016; and commencing June 1, 2016, and continuing to May 1, 2030, an amount equal to 1/12th of the amount of the principal installment coming due on the next succeeding principal installment payment date, until the full amount of such installment is on deposit in the Sinking Fund.

Provided, however, that no further payments need be made into the Sinking Fund when and so long as the amount therein is sufficient to retire the Series 2015 Bond, the Outstanding Bonds and any Parity Obligations then outstanding which are payable from the Sinking Fund and to pay all principal and interest to become due thereon prior to such retirement, or if provision for such payment has been made. All such payments into the Sinking Fund shall be made in equal monthly installments on the first day of each month, except that when the first day of any month shall be a Sunday or a legal holiday, then such payments shall be made on the next succeeding secular day, and that portion of the Net Revenues on deposit in the Sinking Fund shall be used solely and only and is hereby pledged for the purpose of paying the principal of and interest on the Series 2015 Bond, the Outstanding Bonds and any Parity Obligations as the same shall become due and payable.

Whenever Parity Obligations are issued under the conditions and restrictions hereinafter set forth, provisions shall be made for additional payments to be made into the Sinking Fund for the purpose of paying the interest on and principal of such Parity Obligations. The City covenants to maintain the Sinking Fund deposits for the Outstanding Bonds, including inclusion of such deposits for any refunding bonds for said Outstanding Bonds.

If at any time there be a failure to pay into the Sinking Fund the full amount above stipulated, then an amount equivalent to the deficiency shall be paid into the Sinking Fund from the Net Revenues of the Sanitary Sewer System as soon as available, and the same shall be in addition to the amount otherwise required to be so set apart and paid into the Sinking Fund.

B. Surplus Fund. There is hereby created a special fund to be known and designated as the Surplus Fund into which there shall be set apart and paid all of the Net Revenues remaining after first making the required payments into the Sinking Fund. All money credited to the Surplus Fund shall be transferred and credited to the Sinking Fund whenever necessary to prevent or remedy a default in the payment of the principal of or interest on the Series 2015 Bond, the Outstanding Bonds and any Parity Obligations.

As long as the Sinking Fund has the full amount required to be deposited therein by this resolution, any balance in the Surplus Fund may be used in such legal manner as the City Council, or such other duly constituted body as may then be charged with the operation of the Sanitary Sewer System, may from time to time direct.

Section 8. All money held in any fund created or to be maintained under the terms of this resolution shall be deposited in lawful depositories of the City or invested in accordance with Chapters 12B and 12C of the Code of Iowa and continuously held and secured as provided by the laws of the State of Iowa relating to the depositing, securing, holding and investing of public funds. All interest received by the City as a result of investments under this section shall be deposited in or transferred to the Sinking Fund and used solely and only for the purposes specified herein for such fund.

Section 9. The City hereby covenants and agrees with the owner or owners of the Series 2015 Bond, the Outstanding Bonds and any Parity Obligations, or any of them, that from time to time may be outstanding, that it will faithfully and punctually perform all duties with reference to the Sanitary Sewer System required and provided by the Constitution and laws of the State of Iowa, that it will segregate the Gross Revenues of the Sanitary Sewer System and make application thereof in accordance with the provisions of this resolution and that it will not sell, lease or in any manner dispose of the Sanitary Sewer System or any part thereof, including any and all extensions and additions that may be made thereto, until the Series 2015 Bond, the Outstanding Bonds and any Parity Obligations shall have been paid in full, both principal and interest, or unless and until provisions shall have been made for the payment of the Series 2015 Bond, the Outstanding Bonds and any Parity Obligations and interest thereon in full; provided, however, that the City may dispose of any property which in the judgment of the City Council, or the duly constituted body as may then be charged with the operation of the Sanitary Sewer System, is no longer useful or profitable in the operation of the Sanitary Sewer System nor essential to the continued operation thereof and when the sale thereof will not operate to reduce the revenues to be derived from the operation of the Sanitary Sewer System.

Section 10. Upon a breach or default of a term of the Series 2015 Bond, the Outstanding Bonds or Parity Obligations and this resolution, a proceeding may be brought in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required under the terms of this resolution and Division V of Chapter 384 of the Code of Iowa or an action may be brought to obtain the appointment of a receiver to take possession of and operate the Sanitary Sewer System and to perform the duties required by this resolution and Division V of Chapter 384 of the Code of Iowa.

Section 11. The Series 2015 Bond, the Outstanding Bonds or any Parity Obligations shall not be entitled to priority or preference one over the other in the application of the Net Revenues of the Sanitary Sewer System regardless of the time or times of the issuance of the Series 2015 Bond, the Outstanding Bonds or any Parity Obligations, it being the intention that there shall be no priority among the Series 2015 Bond, the Outstanding Bonds or Parity Obligations, regardless of the fact that they may have been actually issued and delivered at different times. The City hereby covenants and agrees that so long as the Series 2015 Bond, the Outstanding Bonds or any Parity Obligations are outstanding and unpaid, no bonds or other obligations payable from the Net Revenues of the Sanitary Sewer System will be issued except

upon the basis of such bonds or obligations being subject to the priority and security for payment of the Series 2015 Bond, the Outstanding Bonds or any Parity Obligations then outstanding; provided, however, that the City reserves the right and privilege of issuing Parity Obligations in order to pay the cost of improvements and extensions to the Sanitary Sewer System or for refunding any bonds or obligations payable from the Net Revenues of the Sanitary Sewer System, but only if the officially reported Net Revenues of the Sanitary Sewer System for the last preceding fiscal year prior to the issuance of such Parity Obligations (with adjustments as hereinafter provided) were equal to at least 110% of the maximum amount of principal and interest that will become due in any subsequent year during the life of the Series 2015 Bond, the Outstanding Bonds and any Parity Obligations then outstanding, for the Series 2015 Bond, the Outstanding Bonds and any Parity Obligations then outstanding and the Parity Obligations then proposed to be issued.

The amount of Gross Revenues of the Sanitary Sewer System may be adjusted for the purpose of the foregoing computations by an independent consulting engineer or financial consultant not a regular employee of the City, so as to reflect any revision in the schedule of rates and charges being imposed at the time of the issuance of any such Parity Obligations.

Obligations issued to refund the Series 2015 Bond, the Outstanding Bonds or any Parity Obligations shall not be subject to the foregoing restrictions, provided the Series 2015 Bond, the Outstanding Bonds or Parity Obligations being refunded will be redeemed within three (3) months of the date of such refunding, and the issuance of the refunding obligations will not cause an increase in the annual debt service requirements during the life of the Series 2015 Bond, the Outstanding Bonds or Parity Obligations then outstanding which are not being refunded but otherwise any Parity Obligations shall only be issued subject to the restrictions of this resolution.

Section 12. The City agrees that so long as the Series 2015 Bond, the Outstanding Bonds or any Parity Obligations remain outstanding, it will maintain insurance for the benefit of the owners of the Series 2015 Bond, the Outstanding Bonds and any Parity Obligations on the insurable portions of the Sanitary Sewer System of a kind and in an amount which usually would be carried by private companies or municipalities engaged in a similar type of business. The City will keep proper books of record and account, separate from all other records and accounts, showing the complete and correct entries of all transactions relating to the Sanitary Sewer System, and the owners of the Series 2015 Bond, the Outstanding Bonds or any Parity Obligations shall have the right at all reasonable times to inspect the Sanitary Sewer System and all records, accounts and data of the City relating thereto.

Section 13. The provisions of this resolution shall constitute a contract between the City and the owners of the Series 2015 Bond, and after the issuance of the Series 2015 Bond, no change, variation or alteration of any kind of the provisions of this resolution shall be made which will adversely affect the owners of the Series 2015 Bond until the Series 2015 Bond and the interest thereon shall have been paid in full, except as hereinafter provided.

The owners of a majority in principal amount of the Series 2015 Bond, the Outstanding Bonds and Parity Obligations at any time outstanding (not including in any case any obligations which may then be held or owned by or for the account of the City, but including such obligations as may be issued for the purpose of refunding the Series 2015 Bond, the Outstanding

Bonds or Parity Obligations if such obligations shall not then be owned by the City) shall have the right from time to time to consent to and approve the adoption by the City of a resolution or resolutions modifying or amending any of the terms or provisions contained in this resolution; provided, however, that this resolution may not be so modified or amended in such manner as to:

- (a) Make any change in the maturity or redemption terms of the Series 2015 Bond, the Outstanding Bonds or any Parity Obligations.
- (b) Make any change in the rate of interest borne by the Series 2015 Bond, the Outstanding Bonds or any Parity Obligations.
- (c) Reduce the amount of the principal payable on the Series 2015 Bond, the Outstanding Bonds or any Parity Obligations.
- (d) Modify the terms of payment of principal of or interest on the Series 2015 Bond, the Outstanding Bonds or any Parity Obligations, or any of them, or impose any conditions with respect to such payment.
- (e) Affect the rights of the owners of less than the Series 2015 Bond, the Outstanding Bonds or any Parity Obligations then outstanding.
- (f) Reduce the percentage of the principal amount of the Series 2015 Bond, the Outstanding Bonds or any Parity Obligations, the consent of the owners of which shall be required to effect a further modification.

Whenever the City shall propose to amend or modify this resolution under the provisions of this section, it shall (1) prior to the publication of the notice hereinafter provided for in (2), cause notice of the proposed amendment to be mailed to each of the owners of the Series 2015 Bond, the Outstanding Bonds and Parity Obligations at the addresses appearing on the registration books of the City, and (2) cause notice of the proposed amendment to be published one time in a newspaper published and/or having a general circulation in the City of Marshalltown, Iowa. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in the office of the City Clerk.

If the owners of at least a majority in aggregate principal amount of the Series 2015 Bond, the Outstanding Bonds and Parity Obligations outstanding at the time of the adoption of such amendatory resolution shall have consented to and approved the adoption thereof as herein provided, no owner of any Series 2015 Bond, Outstanding Bonds or Parity Obligations shall have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the City from taking any action pursuant to the provisions thereof.

Any consent given by the owners of the Series 2015 Bond, the Outstanding Bonds or Parity Obligations pursuant to the provisions of this section shall be irrevocable for a period of six (6) months from the date of such consent and shall be conclusive and binding upon all future owners of the Series 2015 Bond, the Outstanding Bonds or Parity Obligation during such period. Such consent may be revoked at any time after six (6) months from the date of such consent by

the owner who gave such consent or by a successor in title, but such revocation shall not be effective if the owners of a majority in aggregate principal amount of the Series 2015 Bond, the Outstanding Bonds and Parity Obligations outstanding as in this section defined shall have, prior to the attempted revocation, consented to and approved the amendatory resolution referred to in such revocation.

The fact and date of the execution of any instrument under the provisions of this section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the persons signing such instrument acknowledged before such officer the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

Section 14. The Securities and Exchange Commission (the "SEC") has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule") that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for such securities, it has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the registered owners of such securities to provide certain disclosure information to prescribed information repositories on a continuing basis so long as such securities are outstanding or unless and to the extent the offering is exempt from the requirements of the Rule because the issue is issuable in denominations of \$100,000 or more (subject to certain qualifications regarding deep discount securities) and (i) are sold in a limited private placement; or (ii) have a maturity of nine months or less; or (iii) are subject to tender at par at the option of the registered owner at least every six months.

The Series 2015 Bond is being issued in a minimum denomination of more than \$100,000 and is being sold in a limited private placement. Accordingly, the City finds that the Rule is inapplicable to the Series 2015 Bond.

Section 15. It is the intention of the City that interest on the Series 2015 Bond be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Series 2015 Bond will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

The City hereby designates the Series 2015 Bond as a "Qualified Tax Exempt Obligation" as that term is used in Section 265(b)(3)(B) of the Internal Revenue Code.

Section 16. In the event the registered owner of the Series 2015 Bond receives notice of a "Determination of Taxability" (as hereinafter defined), the rate of interest on the Series 2015

Bond shall be automatically increased, effective as of the "Date of Taxability" (as hereinafter defined) to an interest rate equal to 4.14% per annum (the "Taxable Rate") effective as of the Date of Taxability. For the purpose of this paragraph, a "Determination of Taxability" shall mean the issuance of a statutory notice of deficiency by the Internal Revenue Service, or a ruling of the National Office or any District Office of the Internal Revenue Service, or a final decision of a court of competent jurisdiction, or an opinion of independent tax counsel selected by the registered owner and approved by the City (which approval shall not be unreasonably withheld) which holds that the interest payable on the Series 2015 Bond is includable in the gross income of the registered owner for federal income tax purposes as a result of any action or failure to act by the City, if the period, if any, for contest or appeal of such action, ruling or decision by the City or registered owner has expired without any such contest or appeal having been properly instituted by the registered owner or the City. The "Date of Taxability" shall mean that point in time, as specified in the Determination of Taxability, ruling or decision, that the interest payable on the Series 2015 Bond becomes includable in the gross income of the registered owner for federal income tax purposes.

Section 17. If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 18. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 19. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved July 27, 2015.

Mayor

Attest:

City Clerk

FW: Marshalltown 2015 Sewer / Financing Information

From : Maggie Burger <mburger@speerfinancial.com>
Subject : FW: Marshalltown 2015 Sewer / Financing Information
To : Brian DeMoss (bdemoss@ci.marshalltown.ia.us)
<bdemoss@ci.marshalltown.ia.us>, Randy Wetmore
(rwetmore@ci.marshalltown.ia.us)
<rwetmore@ci.marshalltown.ia.us>, Shari Coughenour
<scoughenour@ci.marshalltown.ia.us>

Wed, Jul 15, 2015 12:26 PM

3 attachments

Good Afternoon,
I just spoke with Brian and have some great interest rate news for the City. The proposal we will be recommending on your \$6m Sewer Revenue Bonds on July 27 will be at a low interest rate of 2.69%. The finance company, Pinnacle Public Finance did purchase your Sewer Revenue Bonds in 2013 also. They were not seeking anything more than what we really wanted the City to have to provide, so it is a great fit.

Shari- Bob Josten's office has all of these documents and will be working on paperwork for you for your meeting on July 27 for the award and authorizing.

I will be at that meeting that evening so if Brian and/or Randy would like to introduce me I will provide the Council with our recommendation letter and walk them through the bid and recommend the award to Pinnacle.

Closing is scheduled for August 13, which doesn't really need anything from the City, we handle that, and all it entails is the money coming into your bank/IPAIT account.

Please let us know if we have any questions. We are extremely happy with this. We were hoping for around 2.75% but anticipating anything up to about 3%. Thanks

Maggie Burger, Vice President, CIPMA

Speer Financial, Inc.
531 Commercial St., Ste. 608
Waterloo, IA 50701
(319) 291-2077 Phone
(319) 291-8628 Fax
mburger@speerfinancial.com

The information provided is presented as an aid in decision making. Current and future market conditions and interest rates are subject to change and any information based on such market conditions and interest rates is not guaranteed.

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*Speer Financial, Inc.
A federally registered municipal advisor and charter member of the National Association of Municipal Advisors "NAMA" f.k.a. National Association of Independent Public Financial Advisors "NAIPFA".*

From: Squires, Travis [mailto:Travis.R.Squires@pjc.com]
Sent: Wednesday, July 15, 2015 10:13 AM
To: Dorsey & Whitney: Bob Josten (Josten.Robert@dorsey.com); Maggie Burger
Cc: Bankers Trust: Diana VanVleet (dvanvleet@bankerstrust.com); Dorsey & Whitney: Jessica Wells (wells.jessica@DORSEY.com); Dorsey & Whitney: Rebecca Donaldson (donaldson.rebecca@dorsey.com);

Oswald, Tim; Harmsen, Deb; Duddy, Sean; Gillaspie, Matthew
Subject: Marshalltown 2015 Sewer / Financing Information

Attached is the get started letter, final numbers, and distribution list for the private placement of the City's proposed Sewer Revenue Bonds (Series 2015). The lowest proposal was submitted by Pinnacle Public Finance at 2.69% (one term bond, no CUSIP, physical delivery).

Maggie, I did not copy the City staff on this e-mail, but please feel free to forward on to the appropriate contacts if desired.

Let us know if you have any questions, comments, or suggested changes. Thanks all!

Travis

Travis R. Squires

Senior Vice President | Des Moines Public Finance Services

Piper Jaffray & Co.

3900 Ingersoll Avenue, Suite 110 | Des Moines, IA 50312-3800

D: 515 247-2354 | D: 800-333-6008 x5 | M: 515 326-0411 | F: 515 247-2352
travis.r.squires@pjc.com | www.piperjaffray.com

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 **Get Started Letter 2015-07-15.pdf**
72 KB

 **Final Results -- Marshtown2015Sewer.pdf**
21 KB

 **Distribution List -- Marshalltown2015Sewer.pdf**
50 KB

SOURCES AND USES OF FUNDS

City of Marshalltown, Iowa
Sewer Revenue Bonds, Series 2015

Dated Date	08/13/2015
Delivery Date	08/13/2015

Sources:

Bond Proceeds:	
Par Amount	6,000,000.00
	6,000,000.00

Uses:

Project Fund Deposits:	
Capital Improvement Projects	5,907,750.00
Delivery Date Expenses:	
Cost of Issuance	92,250.00
	6,000,000.00

Notes:

Final Placement
Call Date: 06/01/2020 at par or any date thereafter (see bond resolution for details)

BOND DEBT SERVICE

City of Marshalltown, Iowa
Sewer Revenue Bonds, Series 2015

Date	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/01/2015			48,420.00	48,420.00	
06/01/2016	360,000	2.690%	80,700.00	440,700.00	489,120.00
12/01/2016			75,858.00	75,858.00	
06/01/2017	337,000	2.690%	75,858.00	412,858.00	488,716.00
12/01/2017			71,325.35	71,325.35	
06/01/2018	346,000	2.690%	71,325.35	417,325.35	488,650.70
12/01/2018			66,671.65	66,671.65	
06/01/2019	355,000	2.690%	66,671.65	421,671.65	488,343.30
12/01/2019			61,896.90	61,896.90	
06/01/2020	365,000	2.690%	61,896.90	426,896.90	488,793.80
12/01/2020			56,987.65	56,987.65	
06/01/2021	375,000	2.690%	56,987.65	431,987.65	488,975.30
12/01/2021			51,943.90	51,943.90	
06/01/2022	385,000	2.690%	51,943.90	436,943.90	488,887.80
12/01/2022			46,765.65	46,765.65	
06/01/2023	395,000	2.690%	46,765.65	441,765.65	488,531.30
12/01/2023			41,452.90	41,452.90	
06/01/2024	406,000	2.690%	41,452.90	447,452.90	488,905.80
12/01/2024			35,992.20	35,992.20	
06/01/2025	417,000	2.690%	35,992.20	452,992.20	488,984.40
12/01/2025			30,383.55	30,383.55	
06/01/2026	428,000	2.690%	30,383.55	458,383.55	488,767.10
12/01/2026			24,626.95	24,626.95	
06/01/2027	440,000	2.690%	24,626.95	464,626.95	489,253.90
12/01/2027			18,708.95	18,708.95	
06/01/2028	451,000	2.690%	18,708.95	469,708.95	488,417.90
12/01/2028			12,643.00	12,643.00	
06/01/2029	464,000	2.690%	12,643.00	476,643.00	489,286.00
12/01/2029			6,402.20	6,402.20	
06/01/2030	476,000	2.690%	6,402.20	482,402.20	488,804.40
	6,000,000		1,332,437.70	7,332,437.70	7,332,437.70

YIELD STATISTICS

True Interest Cost (TIC)	2.6903%
Arbitrage Yield	2.6903%
Net Interest Cost (NIC)	2.6900%
All - in - TIC	2.9075%
Average Life (Dated Date)	8.256
Average Life (Delivery Date)	8.256
Bond Years (Dated Date)	49,533,000.00
Bond Years (Delivery Date)	49,533,000.00
Average Coupon	2.6900%

Notes:

Final Placement

Call Date: 06/01/2020 at par or any date thereafter (see bond resolution for details)

BOND PRICING

City of Marshalltown, Iowa
Sewer Revenue Bonds, Series 2015

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Principal Cost
Term Bond:	06/01/2030	6,000,000	2.690%	2.690%	100.000	6,000,000.00
		6,000,000				6,000,000.00

Dated Date	08/13/2015	
Delivery Date	08/13/2015	
First Coupon	12/01/2015	
Par Amount	6,000,000.00	
Original Issue Discount		
Production Underwriter's Discount	6,000,000.00	100.000000%
Purchase Price	6,000,000.00	100.000000%
Accrued Interest		
Net Proceeds	6,000,000.00	

Notes:

Final Placement

Call Date: 06/01/2020 at par or any date thereafter (see bond resolution for details)

PROOF OF ARBITRAGE YIELD

City of Marshalltown, Iowa
Sewer Revenue Bonds, Series 2015

Date	Debt Service	PV Factor	Present Value to 08/13/2015 @ 2.6902990026%
12/01/2015	48,420.00	0.992014955	48,033.36
06/01/2016	440,700.00	0.978847986	431,378.31
12/01/2016	75,858.00	0.965855782	73,267.89
06/01/2017	412,858.00	0.953036023	393,468.55
12/01/2017	71,325.35	0.940386420	67,073.39
06/01/2018	417,325.35	0.927904714	387,238.16
12/01/2018	66,671.65	0.915588677	61,043.81
06/01/2019	421,671.65	0.903436111	380,953.40
12/01/2019	61,896.90	0.891444845	55,177.67
06/01/2020	426,896.90	0.879612739	375,503.95
12/01/2020	56,987.65	0.867937679	49,461.73
06/01/2021	431,987.65	0.856417583	369,961.82
12/01/2021	51,943.90	0.845050391	43,895.21
06/01/2022	436,943.90	0.833834076	364,338.71
12/01/2022	46,765.65	0.822766635	38,477.22
06/01/2023	441,765.65	0.811846092	358,645.72
12/01/2023	41,452.90	0.801070496	33,206.70
06/01/2024	447,452.90	0.790437924	353,683.74
12/01/2024	35,992.20	0.779946478	28,071.99
06/01/2025	452,992.20	0.769594284	348,620.21
12/01/2025	30,383.55	0.759379495	23,072.64
06/01/2026	458,383.55	0.749300286	343,466.92
12/01/2026	24,626.95	0.739354857	18,208.06
06/01/2027	464,626.95	0.729541434	338,964.61
12/01/2027	18,708.95	0.719858265	13,467.79
06/01/2028	469,708.95	0.710303619	333,635.97
12/01/2028	12,643.00	0.700875792	8,861.17
06/01/2029	476,643.00	0.691573100	329,633.48
12/01/2029	6,402.20	0.682393882	4,368.82
06/01/2030	482,402.20	0.673336499	324,819.01
7,332,437.70			6,000,000.00

Proceeds Summary

Delivery date	08/13/2015
Par Value	6,000,000.00
Target for yield calculation	6,000,000.00

Notes:

Final Placement

Call Date: 06/01/2020 at par or any date thereafter (see bond resolution for details)

FORM 8038 STATISTICS

City of Marshalltown, Iowa
Sewer Revenue Bonds, Series 2015

Dated Date 08/13/2015
Delivery Date 08/13/2015

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Term Bond:						
	06/01/2016	360,000.00	2.690%	100.000	360,000.00	360,000.00
	06/01/2017	337,000.00	2.690%	100.000	337,000.00	337,000.00
	06/01/2018	346,000.00	2.690%	100.000	346,000.00	346,000.00
	06/01/2019	355,000.00	2.690%	100.000	355,000.00	355,000.00
	06/01/2020	365,000.00	2.690%	100.000	365,000.00	365,000.00
	06/01/2021	375,000.00	2.690%	100.000	375,000.00	375,000.00
	06/01/2022	385,000.00	2.690%	100.000	385,000.00	385,000.00
	06/01/2023	395,000.00	2.690%	100.000	395,000.00	395,000.00
	06/01/2024	406,000.00	2.690%	100.000	406,000.00	406,000.00
	06/01/2025	417,000.00	2.690%	100.000	417,000.00	417,000.00
	06/01/2026	428,000.00	2.690%	100.000	428,000.00	428,000.00
	06/01/2027	440,000.00	2.690%	100.000	440,000.00	440,000.00
	06/01/2028	451,000.00	2.690%	100.000	451,000.00	451,000.00
	06/01/2029	464,000.00	2.690%	100.000	464,000.00	464,000.00
	06/01/2030	476,000.00	2.690%	100.000	476,000.00	476,000.00
		6,000,000.00			6,000,000.00	6,000,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	06/01/2030	2.690%	476,000.00	476,000.00		
Entire Issue			6,000,000.00	6,000,000.00	8.2555	2.6903%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	92,250.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00

Notes:

Final Placement

Call Date: 06/01/2020 at par or any date thereafter (see bond resolution for details)

COST OF ISSUANCE

City of Marshalltown, Iowa
Sewer Revenue Bonds, Series 2015

Cost of Issuance	\$/1000	Amount
Placement Agent (estimate)	9.00000	54,000.00
Bond Counsel (Dorsey estimate):	2.50000	15,000.00
Financial Advisor (Speer estimate):	3.08333	18,500.00
Lender's Counsel Fee (Chapman estimate):	0.66667	4,000.00
Registrar / Paying Agent (BTC set-up and year 1):	0.12500	750.00
	15.37500	92,250.00

Notes:

Final Placement

Call Date: 06/01/2020 at par or any date thereafter (see bond resolution for details)

DISTRIBUTION LIST
CITY OF MARSHALLTOWN, IOWA
\$6,000,000 SEWER REVENUE LOAN AGREEMENT, SERIES 2015
DATED & CLOSING 08/13/15

<u>Issuer</u> City of Marshalltown 24 North Center Street Marshalltown, IA 50158 Randy Wetmore, City Administrator rwetmore@ci.marshalltown.ia.us Brian DeMoss, Interim Finance Director bdemoss@ci.marshalltown.ia.us Shari Coughenour, City Clerk scoughenour@ci.marshalltown.ia.us	<u>Registrar / Paying Agent</u> Bankers Trust Company 453 7th Street Des Moines, IA 50309 Diana Van Vleet Phone: 515-245-2951 Fax: 515-247-2107 dvanvleet@bankerstrust.com	<u>Bond Counsel</u> Dorsey & Whitney, LLP. 801 Grand Avenue, Suite 4100 Des Moines, IA 50309-2790 Phone: 515-283-1000 Fax: 515-283-1060 Robert E. Josten Josten.Robert@dorsey.com
<u>Placement Agent</u> Piper Jaffray & Co. 3900 Ingersoll Avenue, Suite 110 Des Moines IA 50312 Travis Squires, Senior Vice President Phone: 515-247-2354 travis.r.squires@pic.com Deb Harmsen, Administrative Assistant Phone: 515-247-2355 debra.k.harmsen@pic.com Sean Duddy, Inv. Banking Analyst Phone: 515-247-2359 sean.p.duddy@pic.com	<u>Financial Advisor</u> Speer Financial, Inc. 531 Commercial St., Ste. 608 Waterloo, IA 50701 Phone: 319-291-2077 Fax: 319-291-8628 Maggie Burger, Vice President, CIPMA mburger@speerfinancial.com	<u>Purchaser / Lender</u> Pinnacle Public Finance, Inc. 8377 East Hartford Drive, Suite 115 Scottsdale, AZ 85255 Cathy Jimenez, SVP, Operations Phone: 480-585-3789 Cjimenez@ppf-inc.com Blair Swain, VP, Direct Markets Phone: 480-538-9024 BSwain@ppf-inc.com Mike Krahenbuhl, VP, Operations Mgr Phone: 480-419-4812 Mkrahenbuhl@ppf-inc.com Therese Lohmann, Investment Associate Phone: 480-419-4233 Tlohmann@ppf-inc.com <u>Purchaser / Lender Counsel</u> Chapman and Cutler LLP 111 West Monroe Street, 13th Floor Chicago, IL 60603 Darrell "Buzz" Larsen Phone: 312-845-3473 Larsen@chapman.com Ryan Bowen Phone: 312-845-3277 Rbowen@chapman.com

July 15, 2015

Mr. Bob Josten, Esq.
 Dorsey & Whitney LLP
 801 Grand Ave. Suite 4100
 Des Moines, IA 50309

RE: Marshalltown, Iowa
 \$6,000,000 Sewer Revenue Bonds, Series 2015 (Private Placement)

Dear Bob:

This is a private placement with Pinnacle Public Finance. They would like to allow their counsel an opportunity review Issuance documents when they become available. Here are the terms of offering:

Action Dates	
Bid Due	Friday, July 10, 2015
Issuance Docs available for Review:	Wednesday, July 22, 2015
Issuance Date:	Monday, July 27, 2015
Closing date:	Thursday, August 13, 2015
Terms	
Denominations:	\$100,000 and multiples above
Method of Sale	Private Placement with Investor Letter
Dated Date:	Date of delivery
Call Date:	06/01/2020 (see modified language)
Maturities Callable on Above Date:	06/01/2021 – 2030
Interest payment dates:	Semiannual commencing 12/01/2015
Registrar and Paying Agent:	Bankers Trust
Continuing Disclosure:	Exempt Private Placement
Additional Bonds Test:	1.1x
Adjustments Allowed to ABT:	Economic refunding only permitted exception to issuance of bonds without complying
Investment Restrictions:	All authorized by Iowa Code 12B or 12C
Reserve Fund:	None
Sinking Fund Admin:	City sets aside into the sinking fund 1/6th & 1/12th monthly

Very truly yours,

Via Email

Travis R. Squires
 Senior Vice President
 TRS

Enclosure:

cc: Maggie Burger, Speer Financial
 Randy Wetmore, City of Marshalltown

ESTIMATED PAYMENT SCHEDULE

Date	Balance Of Loan Outstanding	Principal Payments	Interest Payment	Paying Agent Expense	Annual Debt Service	Interest Rate
6/1/2015	6,000,000		48,420			2.690%
12/1/2015	6,000,000		80,700	500	489,620	2.690%
6/1/2016	5,640,000	360,000	75,858			2.690%
12/1/2016	5,640,000		75,858	500	489,216	2.690%
6/1/2017	5,303,000	337,000	71,325			2.690%
12/1/2017	5,303,000		71,325	500	489,151	2.690%
6/1/2018	4,957,000	346,000	66,672			2.690%
12/1/2018	4,957,000		66,672	500	488,843	2.690%
6/1/2019	4,602,000	355,000	61,897			2.690%
12/1/2019	4,602,000		61,897	500	489,294	2.690%
6/1/2020	4,237,000	365,000	56,988			2.690%
12/1/2020	4,237,000		56,988	500	489,475	2.690%
6/1/2021	3,862,000	375,000	51,944			2.690%
12/1/2021	3,862,000		51,944	500	489,388	2.690%
6/1/2022	3,477,000	385,000	46,766			2.690%
12/1/2022	3,477,000		46,766	500	489,031	2.690%
6/1/2023	3,082,000	395,000	41,453			2.690%
12/1/2023	3,082,000		41,453	500	489,406	2.690%
6/1/2024	2,676,000	406,000	35,992			2.690%
12/1/2024	2,676,000		35,992	500	489,484	2.690%
6/1/2025	2,259,000	417,000	30,384			2.690%
12/1/2025	2,259,000		30,384	500	489,267	2.690%
6/1/2026	1,831,000	428,000	24,627			2.690%
12/1/2026	1,831,000		24,627	500	489,754	2.690%
6/1/2027	1,391,000	440,000	18,709			2.690%
12/1/2027	1,391,000		18,709	500	488,918	2.690%
6/1/2028	940,000	451,000	12,643			2.690%
12/1/2028	940,000		12,643	500	489,786	2.690%
6/1/2029	476,000	464,000	6,402			2.690%
12/1/2029	476,000		6,402	500	489,304	2.690%
6/1/2030	0	476,000				
Totals:		6,000,000	1,332,438	7,500	7,339,938	

SET DATE FOR HEARING ON 2015
URBAN RENEWAL PLAN
AMENDMENT FOR MARSHALLTOWN
URBAN RENEWAL AREA NO. 2

422742-15

Marshalltown, Iowa

July 27, 2015

The Council of the City of Marshalltown, Iowa, met on July 27, 2015, at 5:30 o'clock, p.m., at the Council Chambers, in the City, for the purpose of setting a date for a public hearing on a proposed 2015 amendment to the urban renewal plan for the Marshalltown Urban Renewal Area No. 2. The Mayor presided and the roll being called, the following members of the Council were present and absent:

Present: _____

Absent: _____

The City Clerk reported that a 2015 amendment to the urban renewal plan for the Marshalltown Urban Renewal Area No. 2, related to proposed revisions to a development agreement with TIG Distributing, Inc., had been prepared, and that it was now necessary to set a date for a public hearing on the proposed amendment and on a revised development agreement. Accordingly, Council Member _____ moved the adoption of the following resolution entitled "Resolution setting date for a public hearing on 2015 amendment to urban renewal plan for Marshalltown Urban Renewal Area No. 2 and on revised development agreement with TIG Distributing, Inc.," and the motion was seconded by Council Member _____. Following 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 as follows:

RESOLUTION NO. _____

Setting date for public hearing on 2015 amendment to urban renewal plan for Marshalltown Urban Renewal Area No. 2 and on revised 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 \$515,000 and to add provisions for tax increment rebate payments in a development agreement with the Company; and

WHEREAS, an amendment to the urban renewal plan for the Urban Renewal Area has been prepared which describes the increase in the amount of incremental property tax revenues that will be needed and also describes the tax increment rebate payments to the Company, and it is now necessary that a date be set for a public hearing on that plan amendment;

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

Section 1. This City Council will meet at the Council Chambers, Marshalltown, Iowa, on the 24th day of August, 2015, at 5:30 o'clock p.m., at which time and place it will hold a public hearing on the proposed urban renewal plan amendment for the Urban Renewal Area.

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

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

Passed and approved the 27th day of July, 2015.

Mayor

Attest:

City Clerk

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, Marshalltown, 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 revenues to finance 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. The amendment increases the amount of incremental property tax revenues to \$515,000, including authorization for TIF rebate payments to TIG Distributing, Inc. in the amount of \$23,000.

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

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

Shari Coughenour
City Clerk

.....

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

10's Pub 2015
Aug. 15, 21st
Sept 25th

Beer Garden

40'

parking lot.

96'

parking lot.

Building

11

7/15/15



THOMAS J. MILLER
ATTORNEY GENERAL

JANELLE MELOHN
DIVISION DIRECTOR

Department of Justice
CRIME VICTIM ASSISTANCE DIVISION

LUCAS BUILDING, GROUND FLOOR
321 E. 12TH STREET
DES MOINES, IA 50319

PHONE: 515.281.5044
800.373.5044
FAX: 515.281.8199

Program Name and Address: <i>Marshalltown Police Department</i> <i>22 N. Center Street</i> <i>Marshalltown, Iowa 50158</i>	Contract Number: <i>VW-16-61-CJ</i>
	Contract Period: <i>July 1, 2015 – June 30, 2016</i>
	Award Amount: <i>\$39,458</i>
	Match Amount: <i>\$13,153</i>

FEDERAL VIOLENCE AGAINST WOMEN ACT CONTRACT
CFDA # 16.588

THIS CONTRACT is made and entered into between the Crime Victim Assistance Division of the Iowa Department of Justice (the "Department"), and the Marshalltown Police Department (the "Program") in Marshalltown, Iowa.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the Department and the Program agree as follows:

1. **CONTRACT NUMBER:** VW-16-61-CJ
2. **CONTRACT PERIOD:** The term of this Contract is for a period of twelve months, which will commence on July 1, 2015 through June 30, 2016, inclusive.
3. **AWARD:** The Department agrees to provide funds to the Program in the amount of \$39,458 and the Program agrees to match this amount with \$13,153 for goods or services, or both, that are acceptable to the Department. The Department will not reimburse the Program for construction of buildings or the purchase of buildings or land.
4. **COMPLIANCE:** The Program agrees to comply with all policies of the Department and certifies that it meets all the requirements of the Violent Violence Against Women Act (VAWA) of 2005 as amended (Public Law 110-162) with any updates to the VAWA; 42 U.S.C. 3796gg to gg-5, as amended; Public Law 106-386, 28 Code of Federal Regulations Section 66.34; Federal Funding Accountability and Transparency Act of 2006, Public Law 109-282, the Department rules as contained in the Iowa Administrative Code; 61 IAC chapter 9, section 9.50 through 9.65, and the policies of the Department.

All equipment purchases with the funding outlined in this contract must be approved by the Department.

5. **SERVICES:** The Program agrees to provide the approved services described in its application for funding. This agreement does not constitute a contract of employment for any employee or subcontractor of the Program.
6. **ITEMIZED CLAIMS:** The Department agrees to make payment in compliance with the projected budget submitted with the Program's application, or a budget revision approved by the Department. The Program shall utilize the Department's Claim Voucher forms and provide detailed documentation to support the payment of each claim. Such detailed documentation shall include,

but is not limited to receipts, invoices, statements, payroll documentation and match documentation if applicable. The Program shall submit to the Department the completed Department's Claim Voucher form and the detailed documentation supporting each claim on either a monthly or quarterly basis.

7. **ADJUSTMENTS:** The Department shall administer and disperse the funds for this contract contingent upon their availability. This contract may be adjusted to reflect changes in the amount as determined by the Department.
8. **ADMINISTRATION:** The Department shall monitor the services and operation of the Program for compliance with this contract. The Department shall have immediate access to records pertaining to the contract during working hours with or without notice. The Program shall retain all financial records, supporting documents, statistical records and all other records pertinent to the fund, for at least three years following the closure of the most recent audit report.

9. **TERMINATION:**

9.1. Termination on notice by the Department. Following 30 days' written notice, the Department may terminate this contract for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination upon notice, the Department will pay the Program, upon submission of invoices and proper proof of claim, for services provided under this contract up to and including the date of termination, minus any funds owed the Department.

9.2. Termination for cause by the Department. The Department may declare the Program to be in default of its obligations under this contract when any of the following events occurs:

9.2.A. The Program fails to observe and perform any covenant, condition or obligation created by the contract;

9.2.B. The Program fails to make substantial and timely progress toward performance of the contract; or

9.2.C. The Program's work product and services fail to conform with the requirements of this contract.

9.3. Notice of default. If there is a default event that the Program can cure, the Department must provide written notice to the Program requesting that the breach or noncompliance be immediately remedied. If the breach or noncompliance continues 10 days beyond the date of the written notice, the Department may:

9.3.A. Immediately terminate the contract without additional written notice; or

9.3.B. Enforce the terms and conditions of the contract and seek any legal or equitable remedies.

In either event, the Department may seek damages due to the breach or failure to comply with the terms of the contract.

9.4. Termination by the Department due to lack of funds or change in law. Despite anything in this contract to the contrary, and subject to the limitations, conditions, and procedures set forth below, the Department may terminate this contract without penalty by giving 60 days' written notice to the Program if any of the following occurs:

9.4.A. The legislature or governor fails to appropriate funds sufficient to allow Judicial to operate as required and to fulfill its obligations under this contract;

9.4.B. If funds are de-appropriated or not allocated;

9.4.C. If the federal government reduces or eliminates the federal grant;

9.4.D. If the Department's authorization to operate is withdrawn or there a material alteration in the programs administered by the Department; or

9.4.E. If the Department's duties are substantially modified.

9.5. The Program's remedies if the Department terminates the contract due to lack of funds or change in law. If the Department terminates this contract due to lack of funds or change in law as provided above, the Program's exclusive, sole, and complete remedy is the payment for services completed prior to and including the date of termination.

9.6. The Program's duties on termination. When the Program receives the Department's notice of termination for any reason allowed under this contract, the Program must:

9.6.A. Cease all work under this contract except any work that the Department directs the Program to perform; and

9.6.B. Comply with the Department's instructions for the timely transfer of any active files and related work product.

9.7. Termination on notice by the Program. Following 30 days' written notice, the Program may terminate this contract for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination upon notice, the Department will pay the Program, upon submission of invoices and proper proof of claim, for services provided under this contract up to and including the date of termination, minus any funds owed the Department.

9.8. Set off. Should the Department obtain a money judgment against the Program because of a default under this contract, the Program consents to such judgment being set off from moneys owed the Program by the State of Iowa or any other agency of the State of Iowa under any other contract.

10. **INDEMNIFICATION:** The Program agrees to defend, indemnify and hold the State of Iowa, Department, and the Attorney General's Office harmless from any or all liabilities.

10.1 Any Violation of this Agreement by the Program; or

10.1 Any negligent acts or omissions of the Program; or

10.2 The Program's performance or attempted performance of this Agreement; or

10.3 Any failure by the Program to comply with all local, state and federal laws and regulations.

11. **INCORPORATED DOCUMENTS:** This Contract incorporates, as if fully set forth herein, the application and the certified assurances.

12. **ADDITIONAL FUNDS:** If any additional funds become available during the term of this Agreement, the Department, upon its sole discretion, may institute a new application process to distribute those additional funds. Any additional funds awarded may be made part of this Agreement by amendment or addendum to this Agreement.

CONTRACT ENTERED INTO BY:

Program Name

Authorized Representative Signature

Date

Authorized Representative Typed Name

Authorized Representative Title

Authorized E-mail Address

Authorized Representative Telephone

Authorized Department Signature

Date

Donna J. Phillips
Typed Name

Victim Services Support Administrator
Title

TO: Mayor, Council, City Administrator

FROM: Terry Gray, Parks & Recreation

SUBJECT: Iowa River Trail REAP Grant Application

DATE: July 22, 2015

TRAILS, Inc., is requesting that the City Council approve an application for REAP funds in the amount of \$150,000 to construct another phase of the Iowa River trail within Marshalltown. We have secured most of the funding needed to pave 12th Street to Summit Street which includes REAP funding from the 2014 round of awards. The REAP application due August 15, 2015, would go towards paving from 12th Street to Wilson Circle. This new application cannot be for the same phase of the project as the previous grant award. REAP is available to cities with amounts awarded based on population. \$150,000 is the most Marshalltown is eligible for.

The process for trail construction has been slow partly due to criteria required by the current IA DOT and TAP funds that have been secured. An engineer is now on contract and we should see bids let for the first section of trail late this winter with construction to be completed in 2016. Snyder and Associates is the engineering firm. This is the same firm that completed the trail assessment in 2014.

**RESOLUTION AUTHORIZING THE CITY OF MARSHALLTOWN
TO SUBMIT A REAP GRANT APPLICATION NOT TO EXCEED \$150,000 THROUGH
THE IOWA DEPARTMENT OF NATURAL RESOURCES**

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

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

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

Section 1: The \$150,000 City of Marshalltown REAP request is for paving 2700 LF of the Iowa River Trail from approximately 6th Street to 12th Street. The local area will need to secure \$33,000 from other sources for this project.

Section 2: The City of Marshalltown has reviewed the proposed project and approved its submittal for REAP grant consideration.

Section 3: No match is required under this grant.

Passed this _10th_ day of August, 2015, and signed this _____ day of August, 2105.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

7204
RESOLUTION APPROVING ENGINEERING SERVICES CONTRACT
WITH SNYDER AND ASSOCIATES, INC.
IOWA RIVER TRAIL PHASE I PROJECT
IN THE CITY OF MARSHALLTOWN, IOWA,
BEING PROJECT NUMBER XXXXXXXX
IN THE AMOUNT OF \$116,104.00

WHEREAS the contract with Snyder and Associates, Inc., for Engineering Services for plans and specifications for the construction of the Iowa River Trail Phase I Project and that the said contract is now before this Council for final approval.

WHEREAS Snyder and Associates, Inc., of Cedar Rapids, 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 Agreement for the Iowa River Trail Phase I Project in the amount of \$116,104.00 be accepted and approved.

Passed this 10th 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

July 21, 2015

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

From: Justin Nickel
Director of Public Works

Re: Agreement – Snyder and Associates, Inc. for engineering services for Iowa River Trail, Phase I

Policy Issue: City policy requires Governing Body approval of Agreements when consideration exceeds \$50,000.

Recommendation: Staff recommends approving the Agreement with Snyder and Associates for design of the Iowa River Trail, Phase I improvements in Marshalltown and Steamboat Rock for a fee not to exceed \$116,104. This contract will be amended to include construction administration and inspection fees in the future.

Background: A selection committee of City staff and Region Six staff selected Snyder to provide engineering consulting services for this project. Staff subsequently negotiated the contract that is being recommended for approval.

Budget Impact: The cost of design is 100% reimbursable

Attachment: Agreement.

cc: Randy Wetmore, City Administrator

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



Standard Consultant Contract
For Local Public Agency Consultant Contracts with Federal-aid Participation

This **AGREEMENT**, made as of the date of the last party's signature below, is by and

BETWEEN the City of Marshalltown, the **Owner**, located at:

24 North Center Street
Marshalltown, IA 50158
Phone: (641) 754-5701

and Snyder & Associates, Inc., the **Consultant**, located at:

5005 Bowling Street SW
Suite A
Cedar Rapids, IA 52404
Phone: (319) 362-9394
FAX: (319) 362-9448

For the following Project: Phase I of the Iowa River Trail, in Marshalltown and Steamboat Rock

The **Owner** has decided to proceed with the Project, subject to the concurrence and approval of the Iowa Department of Transportation (Iowa DOT), and the Federal Highway Administration (FHWA), U.S. Department of Transportation (when applicable).

The **Owner** desires to employ the **Consultant** to provide preliminary engineering services to assist with the development and completion of the Project. The **Consultant** is willing to perform these services in accordance with the terms of this Agreement.

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 - 2.1 Entire Agreement of the Parties
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Attachment A - Scope of Services

Attachment B - Specifications

Attachment C - Fees and Payments

Attachment C-1 – Cost Analysis Worksheet

Attachment D - Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Attachment E - Certification of Consultant

Attachment F - Certification of Owner

Attachment G - Sample Invoice Form

Attachment H - Consultant Fee Proposal

Attachment I - Subconsultant Scope and Budget

ARTICLE 1 INITIAL INFORMATION

This Agreement is based on the following information and assumptions.

1.1 Project Parameters

The objective or use is: Design, plan preparation, and specifications for approximately 2 miles of multi-use trail in Marshalltown and Steamboat Rock. The project includes retrofit of three bridges.

1.2 Financial Parameters

1.2.1 Amount of the **Owner's** budget for the **Consultant's** compensation is:
\$116,104.00 for Preliminary Engineering

1.2.2 Amount of the **Consultant's** budget for the subconsultants' compensation is:
\$6,522.00

1.3 Project Team

1.3.1 The **Owner's** Designated Representative, identified as the **Contract Administrator** is:
Justin Nickel, P.E., Public Works Director

The **Contract Administrator** is the authorized representative, acting as liaison officer for the **Owner** for purpose of coordinating and administering the work under the Agreement. The work under this Agreement shall at all times be subject to the general supervision and direction of the **Contract Administrator** and shall be subject to the **Contract Administrator's** approval.

1.3.2 The **Consultant's** Designated Representative is:
Brenna Fall, P.E.

1.3.3 The subconsultants retained at the **Consultant's** expense are identified in the following table:

<u>Subconsultant</u>	<u>Amount Authorized</u>	<u>Maximum Amount Payable</u>	<u>Method of Payment</u>
Tallgrass Historians L.C.	\$6,522.00	\$6,522.00	Lump Sum

1.4 Time Parameters

1.4.1 The **Consultant** shall begin work under this Agreement upon receipt of a written notice to proceed from the **Owner**.

1.4.2 Milestones for completion of the work under this Agreement as follows:

1. Preliminary design plans including type/size/location for all structures (preliminary design) and detail elements for a design public hearing and construction right-of-way needs shall be completed and accepted on or before October 20, 2015 or 60 calendar days after receiving the notice to proceed (whichever is greater).
2. Final design, contract plans and specifications and estimates shall be completed and in a form acceptable to the **Owner** on or before December 22, 2015.
3. Completion of all work under this agreement shall be on or before March 31, 2016 unless extended by written approval of the **Contract Administrator** or adjusted by supplemental agreement.

1.4.3 The **Consultant** shall not begin final design activities until after the **Owner** has been notified by the Iowa DOT that FHWA Environmental Concurrence has been obtained. Upon receipt of such notice, the **Owner** will provide the **Consultant** notice to proceed with final design activities.

1.5 Prequalification

1.5.1 The **Consultant** shall remain prequalified in work categories 123, 161, and 215, as defined in Iowa Department of Transportation Policy and Procedure No. 300.04. Failure to do so will

exclude the **Consultant** from consideration for future Federal-aid contracts, until the **Consultant** regains pre-qualification status.

- 1.5.2 All services within this agreement shall be performed by the **Consultant** or subconsultant prequalified by the Iowa DOT in that particular category of work. If no work category exists for a particular service, normal methods of acceptance shall be used, such as experience, typical licensure, certification or registration, or seals of approval by others.

ARTICLE 2 ENTIRE AGREEMENT, REQUIRED GUIDANCE AND APPLICABLE LAW

- 2.1 **Entire Agreement of the Parties.** This Agreement, including its attachments, represents the entire and integrated agreement between the **Owner** and the **Consultant** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Owner** and **Consultant**. This Agreement comprises the documents listed as attachments in the Table of Contents. The work to be performed by the **Consultant** under this Agreement shall encompass and include all detail work, services, materials, equipment and supplies necessary to prepare and deliver the scope of services provided in Attachment A.
- 2.2 **Required Guidance.** All services shall be in conformity with the Specifications outlined in Attachment B, the Iowa Department of Transportation Federal-aid Project Development Guide, Instructional Memorandums to Local Public Agencies (I.M.s), and other standards, guides or policies referenced therein. In addition, applicable sections of the U.S. Department of Transportation Federal Aid Policy Guide (FAPG) shall be used as a guide in preparation of plans, specifications and estimates.
- 2.3 **Applicable Law.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be brought in the Polk County District Court of Iowa, Des Moines, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the **Owner**. The **Consultant** shall comply with all Federal, State and local laws and ordinances applicable to the work performed under this Agreement.

ARTICLE 3 FORM OF COMPENSATION

3.1 Method of Reimbursement for the Consultant.

3.1.1 Compensation for the **Consultant** shall be computed in accordance with one of the following compensation methods, as defined in Attachment C:

- .1 ☐ Cost Plus Fixed Fee - Attachment C
- .2 ☒ Lump Sum - Attachment C
- .3 ☐ Specific Rate of Compensation - Attachment C
- .4 ☐ Unit Price - Attachment C
- .5 ☐ Fixed Overhead Rate - Attachment C

3.1.2 When applicable, compensation for the subconsultant(s) shall be computed in accordance with one of the payment methods listed in section 3.1.1. Refer to section 1.3.3 for identification of the method of payment utilized in the subconsultant(s) contract. The compensation method utilized for each subconsultant shall be defined within the subconsultant contract to the **Consultant**.

- 3.2 **Subconsultant's Responsibilities for Reimbursement.** The **Consultant** shall require the subconsultants (if applicable) to notify them if they at any time determine that their costs will exceed their estimated actual costs. The **Consultant** shall not allow the subconsultants to exceed their estimated actual costs without prior written approval of the **Contract Administrator**. The prime **Consultant** is cautioned that cost under-runs associated with any subconsultant's contract are not available for use by the prime **Consultant** or other subconsultant unless the **Contract Administrator**, Iowa DOT, and FHWA (when applicable) have given prior written approval.

ARTICLE 4 TERMS AND CONDITIONS

4.1 Ownership of Engineering Documents

4.1.1 All sketches, tracings, plans, specifications, reports on special studies and other data prepared under this Agreement shall become the property of the **Owner** and shall be delivered to the **Contract Administrator** upon completion of the plans or termination of the services of the **Consultant**. There shall be no restriction or limitation on their future use by the **Owner**, except any use on extensions of the project or on any other project without written verification or adaptation by the **Consultant** for the specific purpose intended will be the **Owner's** sole risk and without liability or legal exposure to the **Consultant**.

4.1.2 The **Owner** acknowledges the **Consultant's** plans and specifications, including all documents on electronic media, as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the **Owner** upon completion of the services and payment in full of all moneys due to the **Consultant**.

4.1.3 The **Owner** and the **Consultant** agree that any electronic files prepared by either party shall conform to the specifications listed in Attachment B. Any change to these specifications by either the **Owner** or the **Consultant** is subject to review and acceptance by the other party. Additional efforts by the **Consultant** made necessary by a change to the CADD software specifications shall be compensated for as Additional Services.

4.1.4 The **Owner** is aware that significant differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by the **Consultant** and electronic files, the signed construction documents shall govern.

4.1.5 The **Owner** may reuse or make modifications to the plans and specifications, or electronic files while agreeing to take responsibility for any claims arising from any modification or unauthorized reuse of the plans and specifications.

4.2 Subconsultant Contract Provisions and Flow Down

4.2.1 All provisions of this Agreement between the **Owner** and **Consultant** shall also apply to all subconsultants hired by the **Consultant** to perform work pursuant to this Agreement. It is the **Consultant's** responsibility to ensure all contracts between **Consultant** and its subconsultants contain all provisions required of Consultant in this Agreement. The only recognized exceptions to this requirement are under provision 1.5.2 when the subconsultant is required to be prequalified in a different work category than the **Consultant** and under provision 3.1.2 when the subconsultant has a different method of reimbursement than the **Consultant**.

4.2.2 The **Consultant** may not restrict communications between the **Owner** and any of the subconsultants. The **Consultant** will encourage open communication among the **Owner**, the **Consultant** and the subconsultants.

4.3 Consultant's Endorsement on Plans. The **Consultant** and its subconsultants shall endorse and certify the completed project deliverables prepared under this Agreement, and shall affix thereto the seal of a professional engineer or architect (as applicable), licensed to practice in the State of Iowa, in accordance with the current Code of Iowa and Iowa Administrative Code.

4.4 Progress Meetings. From time to time as the work progresses, conferences will be held at mutually convenient locations at the request of the **Contract Administrator** to discuss details of the design and progress of the work. The **Consultant** shall prepare and present such information and studies as may be pertinent and necessary or as may be requested by the **Contract Administrator**, to enable the **Contract Administrator** to pass judgment on the features and progress of the work.

4.5 Additional Documents. At the request of the **Contract Administrator**, the **Consultant** shall furnish sufficient documents, or other data, in such detail as may be required for the purpose of review.

4.6

Revision of Work Product

- 4.6.1** Drafts of work products shall be reviewed by the **Consultant** for quality control and then be submitted to the **Contract Administrator** by the **Consultant** for review and comment. The comments received from the **Contract Administrator** and the reviewing agencies shall be incorporated by the **Consultant** prior to submission of the final work product by the **Consultant**. Work products revised in accordance with review comments shall constitute "satisfactorily completed and accepted work." Requests for changes on work products by the **Contract Administrator** shall be in writing. In the event there are no comments from the **Contract Administrator** or reviewing agencies to be incorporated by the **Consultant** into the final work product, the **Contract Administrator** shall immediately notify the **Consultant**, in writing, that the work product shall constitute "satisfactorily completed and accepted work."
- 4.6.2** In the event that the work product prepared by the **Consultant** is found to be in error and revision or reworking of the work product is necessary, the **Consultant** agrees that it shall do such revisions without expense to the **Owner**, even though final payment may have been received. The **Consultant** must give immediate attention to these changes so there will be a minimum of delay to the project schedule. The above and foregoing is not to be construed as a limitation of the **Owner's** right to seek recovery of damages for negligence on the part of the **Consultant** herein.
- 4.6.3** Should the **Contract Administrator** find it desirable to have previously satisfactorily completed and accepted work product or parts thereof revised, the **Consultant** shall make such revisions if requested and directed by the **Contract Administrator** in writing. This work will be paid for as provided in Article 4.7.

4.7

Extra Work. If the **Consultant** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement, and constitutes "Extra Work," it shall promptly notify the **Contract Administrator** in writing to that effect. In the event that the **Contract Administrator** determines that such work does constitute "Extra Work", the **Consultant** shall promptly develop a scope and budget for the extra work and submit it to the **Contract Administrator**. The **Owner** will provide extra compensation to the **Consultant** upon the basis of actual costs plus a fixed fee amount, or at a negotiated lump sum. The **Consultant** shall not proceed with "Extra Work" without prior written approval from the **Owner** and concurrence from the Iowa DOT. Prior to receipt of a fully executed Supplemental Agreement and written Notice to Proceed, any cost incurred that exceeds individual task costs, or estimated actual cost, or the maximum amount payable is at the **Consultant's** risk. The **Owner** has the right, at its discretion, to disallow those costs. However, the **Owner** shall have benefit of the service rendered.

4.8

Extension of Time. The time for completion of each phase of this Agreement shall not be extended because of any delay attributed to the **Consultant**, but may be extended by the **Contract Administrator** in the event of a delay attributed to the **Owner** or the **Contract Administrator**, or because of unavoidable delays beyond the reasonable control of the **Consultant**.

4.9

Responsibility For Claims And Liability

- 4.9.1** The **Consultant** agrees to defend, indemnify, and hold the **Owner**, the State of Iowa, the Iowa DOT, their agents, employees, representatives, assigns and successors harmless for any and all liabilities, costs, demands, losses, claims, damages, expenses, or attorneys' fees, including any stipulated damages or penalties, which may be suffered by the **Owner** as the result of, arising out of, or related to, the negligence, negligent errors or omissions, gross negligence, willfully wrongful misconduct, or breach of any covenant or warranty in this Agreement of or by the **Consultant** or any of its employees, agents, directors, officers, subcontractors or subconsultants, in connection with this Agreement.
- 4.9.2** The **Consultant** shall obtain and keep in force insurance coverage for professional liability (errors and omissions) with a minimum limit of \$1,000,000 per claim and in the aggregate, and all such other insurance required by law. Proof of **Consultant's** insurance for professional liability coverage and all such other insurance required by law will be provided to the **Owner** at the time the contract is executed and upon each insurance coverage renewal.

4.10 Current and Former Agency Employees

The **Consultant** shall not engage the services of any current employee of the **Owner** or the Iowa DOT unless it obtains the approval of the **Owner** or the Iowa DOT, as applicable, and it does not create a conflict of interest under the provisions of Iowa Code section 68B.2A. The **Consultant** shall not engage the services of a former employee of the **Owner** or the Iowa DOT, as applicable, unless it conforms to the two-year ban outlined in Iowa Code section 68B.7. Similarly, the **Consultant** shall not engage the services of current or former FHWA employee without prior written consent of the FHWA, and the relationship meets the same requirements for State and local agency employees set forth in the above-referenced Iowa Code sections and the applicable Federal laws, regulations, and policies.

4.11 Suspension of Work under this Agreement

- 4.11.1 The right is reserved by the **Owner** to suspend the work being performed pursuant to this Agreement at any time. The **Contract Administrator** may effect such suspension by giving the **Consultant** written notice, and it will be effective as of the date established in the suspension notice. Payment for the **Consultant's** services will be made by the **Owner** to the date of such suspension, in accordance with the applicable provisions in Article 4.12.2 or Article 4.12.3 below.
- 4.11.2 Should the **Owner** wish to reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days' written notice within a period of one year after such suspension, unless this period is extended by written consent of the **Consultant**.
- 4.11.3 In the event the **Owner** suspends the work being performed pursuant to this Agreement the **Consultant** with approval from the **Contract Administrator**, has the option, after 180 days to terminate the contract.

4.12 Termination of Agreement

- 4.12.1 The right is reserved by the **Owner** to terminate this Agreement at any time and for any reason upon not less than thirty (30) days written notice to the **Consultant**.
- 4.12.2 In the event the Agreement is terminated by the **Owner** without fault on the part of the **Consultant**, the **Consultant** shall be paid for the reasonable and necessary work performed or services rendered and delivered up to the effective date or time of termination. The value of the work performed and services rendered and delivered, and the amount to be paid shall be mutually satisfactory to the **Contract Administrator** and to the **Consultant**. The **Consultant** shall be paid a portion of the fixed fee, plus actual costs, as identified in Attachment C. Actual costs to be reimbursed shall be determined by audit of such costs to the date established by the **Contract Administrator** in the termination notice, except that actual costs to be reimbursed shall not exceed the Maximum Amount Payable.
- 4.12.3 In the event the Agreement is terminated by the **Owner** for fault on the part of the **Consultant**, the **Consultant** shall be paid only for work satisfactorily performed and delivered to the **Contract Administrator** up to the date established by the termination notice. After audit of the **Consultant's** actual costs to the date established by the **Contract Administrator** in the termination notice and after determination by the **Contract Administrator** of the amount of work satisfactorily performed, the **Contract Administrator** shall determine the amount to be paid to the **Consultant**.
- 4.12.4 This Agreement will be considered completed when the final construction audit is complete, or if the **Consultant** is released prior to such time by written notice from the **Contract Administrator**.

- 4.13 **Right to Set-off.** In the event that the **Consultant** owes the **Owner** any sum under the terms of this Contract, the **Owner** may set off the sum owed to the **Owner** against any sum owed by the **Owner** to the **Consultant** under any other contract or matter in the **Owner's** sole discretion, unless otherwise required by law. The **Consultant** agrees that this provision constitutes proper and timely notice of the

Owner's intent to utilize any right of set-off.

- 4.14 Assignment or Transfer.** The **Consultant** is prohibited from assigning or transferring all or a part of its interest in this Agreement, unless written consent is obtained from the **Contract Administrator** and concurrence is received from the Iowa DOT and FHWA, if applicable.
- 4.15 Access to Records.** The **Consultant** is to maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement and to make such materials available at their respective offices at all reasonable times during the agreement period, and for three years from the date of final closure of the Federal-aid project with FHWA, for inspection and audit by the **Owner**, the Iowa DOT, the FHWA, or any authorized representatives of the Federal Government; and copies thereof shall be furnished, if requested.
- 4.16 Iowa DOT and FHWA Participation.** The work under this Agreement is contingent upon and subject to the approval of the Iowa DOT and FHWA, when applicable. The Iowa DOT and FHWA shall have the right to participate in the conferences between the **Consultant** and the **Owner**, and to participate in the review or examination of the work in progress as well as any final deliverable.
- 4.17 Nondiscrimination Requirements.**

- 4.17.1** During the performance of this Agreement, the **Consultant** agrees to comply with the regulations of the U.S. Department of Transportation, contained in Title 49, Code of Federal Regulations, Part 21, and the Code of Iowa. The **Consultant** will not discriminate on the grounds of race, religion, age, physical disability, color, sex, sexual orientation, or national origin in its employment practices, in the selection and retention of subconsultants, and in its procurement of materials and leases of equipment.
- 4.17.2** In all solicitations, either by competitive bidding or negotiation made by the **Consultant** for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the **Consultant** of the **Consultant's** obligation under this contract and the regulations relative to nondiscrimination on the grounds of race, religion, age, physical disability, color, sex, sexual orientation, or national origin.
- 4.17.3** In the event of the **Consultant's** noncompliance with the nondiscrimination provisions of this Agreement, the **Owner** shall impose such contract sanctions as it, the Iowa DOT, or the FHWA may determine to be appropriate, including, but not limited to withholding of payments to the **Consultant** under the Agreement until the **Consultant** complies, or the Agreement is otherwise suspended or terminated.
- 4.17.4** The **Consultant** shall comply with the following provisions of Appendix A of the U.S. DOT Standard Assurances:

During the performance of this contract, the **Consultant**, for itself, its assignees and successors in interest (hereinafter referred to as the "**Consultant**") agrees as follows:

1. Compliance with Regulations: The **Consultant** shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The **Consultant**, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The **Consultant** shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the **Consultant** for work to be

performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the **Consultant** of the **Consultant's** obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.

4. Information and Reports: The **Consultant** shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **Owner**, the Iowa Department of Transportation or Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a **Consultant** is in the exclusive possession of another who fails or refuses to furnish this information the **Consultant** shall so certify to the **Owner**, the Iowa Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the **Consultant's** noncompliance with the nondiscrimination provisions of this contract, the **Owner** shall impose such contract sanctions as it, the Iowa Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the **Consultant** under the contract until the **Consultant** complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The **Consultant** shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The **Consultant** shall take such action with respect to any subcontract or procurement as the **Owner**, the Iowa Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: provided, however, that, in the event a **Consultant** becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the **Consultant** may request the **Owner** or the Iowa Department of Transportation to enter into such litigation to protect the interests of the **Owner** or the Iowa Department of Transportation; and, in addition, the **Consultant** may request the United States to enter into such litigation to protect the interests of the United States.

4.18 Compliance with Title 49, Code of Federal Regulations, Part 26

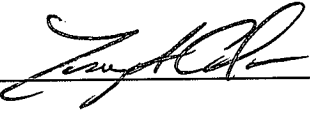
4.18.1 The **Consultant** agrees to ensure that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard the **Consultant** and all of its subconsultants shall take all necessary and reasonable steps in compliance with the Iowa DOT DBE Program to ensure disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

4.18.2 Upon notification to the **Consultant** of its failure to carry out the requirements of this Article, the **Owner**, the Iowa DOT, or the FHWA may impose sanctions which may include termination of the Agreement or other measures that may affect the ability of the **Consultant** to obtain future U.S. DOT financial assistance. The **Consultant** is hereby advised that failure to fully comply with the requirements of this Article shall constitute a breach of contract and may result in termination of this Agreement by the **Owner** or such remedy as the **Owner**, Iowa DOT or the FHWA deems appropriate.

4.19 **Severability.** If any section, provision or part of this Agreement shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officials thereunto duly authorized as of the dates below.

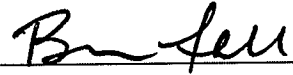
SNYDER & ASSOCIATES, INC.

By 

Date: 7-8-15

Troy A. Culver, P.E.
Regional Manager

ATTEST:

By 

Date: 7-8-15

CITY OF MARSHALLTOWN, IOWA

By _____

Date: _____

James L. Lowrance
Mayor

IOWA DEPARTMENT OF TRANSPORTATION

Accepted for FHWA Authorization*

By _____

Date: _____

Name _____

Title _____

* The Iowa DOT is not a party to this agreement. However, by signing this agreement, the Iowa DOT is indicating the work proposed under this Agreement is acceptable for FHWA authorization of Federal funds.

RESOLUTION APPROVING PUBLIC WORKS STREET DIVISION EQUIPMENT
PURCHASE CONTRACT BY AND BETWEEN THE CITY OF MARSHALLTOWN, IOWA,
MUNICIPAL STREET DEPARTMENT AND O'HALLORAN INTERNATIONAL FOR THE
PURCHASE OF A 2016 INTERNATIONAL 7400 SFA 4X2 DUMP TRUCK WITH SNOW
FLOW ATTACHMENTS IN THE AMOUNT OF \$132,166.00

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a
proposed Street equipment purchase order contract by and between the City of Marshalltown, Iowa,
and O'HALLORAN INTERNATIONAL, of Altoona, Iowa for a 2016 INTERNATIONAL 7400
SFA 4X2 DUMP TRUCK.

WHEREAS, the O'HALLORAN INTERNATIONAL bid consists of a 2016
INTERNATIONAL 7400 SFA 4X2 TRUCK in the amount of \$132,166.00.

WHEREAS, the Council has fully examined same and has found same to be in the best
interests of the CITY OF MARSHALLTOWN, IOWA and that same should now be approved and
accepted.

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

Section 1. That the purchase agreement by and between the CITY OF MARSHALLTOWN,
IOWA and, O'HALLORAN INTERNATIONAL, of Altoona, Iowa, for a 2016
INTERNATIONAL 7400 SFA 4X2 DUMP TRUCK WITH SNOW PLOW ATTACHMENTS, in
the amount of \$132,166.00, is hereby fully approved in all respects and particulars

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, 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

July 15, 2015

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

From: Jeff Roads
Street Superintendent

Re: Equipment Purchase – FY 2015-2016 Dump Truck with Snow Removal Equipment

Policy Issue: City policy requires Governing Body approval of Purchase of Motor Vehicles when consideration exceeds \$5,000.

Recommendation: Staff recommends approving the purchase of a 2016 International WorkStar single axle dump truck model 7400 SFA with snow removal equipment supplied by O'Halloran International for \$132,166.

Background: The 2015-2016 CIP has money to replace a Dump Truck in the Street Department. The total budget for the dump truck is \$140,000. Staff is utilizing the state bid process to obtain this equipment.

Budget Impact: O'Halloran quote of \$132,166.00, totaling \$7,834.00 less than the budgeted amount.

Attachment: O'Halloran International Quotation

cc: Randy Wetmore, City Administrator
Justin Nickel, DPW

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





HAWKEYE TRUCK EQUIPMENT

5800 - 2ND AVENUE, P.O. BOX 3283
DES MOINES, IOWA 50316-0283
1-800-622-8223 • 515-289-1755

" The Complete Truck Equipment Center "

Q U O T A T I O N

Job No.	17629
Quote Date	04/01/15
Expire Date	05/01/15

Customer: 532000

O'HALLORAN INTERNATIONAL
P O BOX 1804

DES MOINES IA 50305-1804

Terms				
N10				
Contact:	JG: Order Tkr			

ORDER

ATTENTION: BOB

CITY OF MARSHALLTOWN

1-10' HILBILT LIL GOOSE STEEL DUMP BOX, 5-7 CUBIC YARD CAPACITY, 26" HIGH SIDES, 32" HIGH ENDS, ENTIRE BODY CONSTRUCTED OF 3/16" AR-400 STEEL, FULL DEPTH REAR CORNER POSTS WITH OVAL STOP-TURN-TAIL LIGHTS INSTALLED, 3 SIDE BRACES, DOUBLE ACTING TAILGATE, SPREADER CHAIN KIT WITH WEBBING, 1/2 CABSHIELD, AIR TAILGATE RELEASE, SIDE TO FLOOR BRACING, BODY VIBRATOR, BODY-UP WARNING LIGHT IN CAB, BACK-UP ALARM, ANTI-SAIL MUDFLAPS FRONT AND REAR OF REAR TIRES, L.E.D. STROBES RECESSED IN REAR CORNERPOSTS AND IN BOXES ON FRONT OF TRUCK ATTACHED TO SNOW PLOW LIGHT BRACKETS, PAINTED SINGLE STAGE CENTARI TO MATCH CAB, DOUBLE ACTING UNDERBODY SCISSOR HOIST WITH AN 18 TON LIFTING CAPACITY, BODY SAFETY PROPS, INSTALLED.

1-MONROE MP36R11-ISCT SNOW PLOW, 11' LONG MOLDBOARD, 36" HIGH MOLDBOARD, SIX ONE-PIECE 1/2" VERTICLE RIBS, 4"x4"x3/4" BOTTOM MOLDBOARD REINFORCEMENT, 2"x2"x3/8" TOP MOLDBOARD REINFORCEMENT ANGLE, 3-1/2"x 3-1/2"x 1/2" REVERSING SEMI-CIRCLE, DUAL COMPRESSION TRIP ASSEMBLY, MONROE BUILT-IN LEVEL LIFT, MOLDBOARD AND FRAME ARE 100% CONTINUOUSLY WELDED, 3"x10" DOUBLE ACTING LIFT CYLINDER, TWO 3"x10" DOUBLE ACTING REVERSING CYLINDERS, 36" ORANGE SAFETY BLADE GUIDES, 12" RUBBER DEFLECTOR, 3/4"x6" CARBIDE CUTTING EDGE WITH 1/2"x6" COVER BLADE, WRAP-AROUND CURB GUARDS ON BOTH ENDS OF BLADE, SCREW ADJUSTABLE JACK STAND WITH REMOTE STORAGE, HEAVY DUTY THRUST ARMS, SHOTBLASTED AND POWDERCOATED ORANGE, HEAVY DUTY PIN STYLE HITCH, HITCH TO BE MOUNTED AS CLOSE

*** CONTINUED NEXT PAGE ***



HAWKEYE TRUCK EQUIPMENT

5800 - 2ND AVENUE, P.O. BOX 3283
DES MOINES, IOWA 50316-0283
1-800-822-8223 • 515-289-1755

" The Complete Truck Equipment Center "

Customer: 532000

O'HALLORAN INTERNATIONAL
P O BOX 1804

DES MOINES IA 50305-1804

Q U O T A T I O N

Job No.	17629
Quote Date	04/01/15
Expire Date	05/01/15

Terms				
N10				
Contact:	JG: Order Tkr			

TO GRILL AS POSSIBLE, HITCH TO BE BOLT-ON STYLE, BUMPER ENDS TO STAY ON CHASSIS WHEN HITCH IS REMOVED, ALL ABRASION RESISTANT HOSES, SNOW PLOW LIGHTS TO BE MOUNTED USING EXISTING HOLES, INSTALLED.

1-MONROE MS969-OW-DD-DD STEEL TAILGATE SPREADER, 7 GAUGE TROUGH, 1/4" ENDPLATES, INTERIOR SEAMS ARE CONTINUOUSLY WELDED, FULL WIDTH UN-OBSTRUCTED TOP AND BOTTOM CLEAN-OUT, DUAL DISCHARGE, SPINNER TO BE MOUNTED INDEPENDANTLY OF BOTTOM ELIMINATING EXCESSIVE WEIGHT FOR EASE OF CLEAN-OUT, ALL LATCHES ARE CAPTIVE BIND-FREE, 9" DIAMETER AUGER WITH 1-1/2" SHAFT SUPPORTED BY 1-1/2" SEALED SELF-ALIGNING RELUBEABLE ANTI-FRICTION 4-BOLT FLANGE BEARINGS, DIRECT DRIVE HI-TORQUE HYDRAULIC MOTOR, 18" POLY SPINNER WITH REPLACEABLE FLIGHTS, SHOT-BLASTED AND POWDER COATED ORANGE, DR. SIDE SPINNER LIGHT.

1-MONROE JUNIOR WING, 8' LONG MOLDBOARD, 27" INTAKE HEIGHT AND 28" DISCHARGE HEIGHT ON MOLDBOARD, TWO DOUBLE ACTING CYLINDERS FOR DIRECT LIFT OF TOE AND HEEL, DIRECT-LIFT FRONT WING POST, MOLDBOARD IS SHOTBLASTED AND POWDER COAT PAINTED ORANGE, MOUNTING HARDWARE POWDER COAT PAINTED BLACK, 3/8" ONE PIECE TAPERED FLAME CUT RIBS, 10 GAUGE MOLDBOARD, SET UP PER CITY'S SPEC TO LEAVE ROOM SO THEY CAN ADD TIRE CHAINS, COMPLETELY INSTALLED.

1-COMPLETE HYDRAULIC SYSTEM TO OPERATE THE FOLLOWING FUNCTIONS: DUMP BODY-UP/DOWN, PLOW-UP/DOWN, PLOW-ANGLE, WING TOE-UP/DOWN, WING HEEL-UP/DOWN, SANDER-FREEDOM ELECTRIC SPREADER CONTROL, 4.0 cu. DISPLACEMENT AXIS PISTION HYDRAULIC PUMP MOUNTED TO FRONT CRANKSHAFT, ALL CONTROLS TO BE MORSE CABLE CONTROLS WITH SEALED CABLES, SINGLE AXIS LEVERS, 30 GALLON RESERVOIR WITH

*** CONTINUED NEXT PAGE ***



HAWKEYE TRUCK EQUIPMENT

5800 - 2ND AVENUE, P.O. BOX 3283
DES MOINES, IOWA 50316-0283
1-800-622-8223 • 515-289-1755

" The Complete Truck Equipment Center "

Q U O T A T I O N

Job No.	17629
Quote Date	04/01/15
Expire Date	05/01/15

Customer: 532000

O'HALLORAN INTERNATIONAL
P O BOX 1804

DES MOINES IA 50305-1804

Terms				
N10				
Contact:	JG: Order Tkr			

SIGHT AND TEMP. GAUGE, RESERVOIR TO HAVE MAGNETIC BOTTOM MOUNT DRAIN PLUG AND VENTED FILLER CAP, IN-LINE HYDRAULIC FILTER WITH REPLACEABLE 10 MICRON ELEMENT, HYDRAULIC OIL SHUT OFF VALVE WITH PRESSURE RELIEF, 2" SUCTION LINE WITH MINIMAL 90 DEGREE BENDS, 37 DEGREE FLARE FITTING ON ALL PRESSURE LINES, PRESSURE HOSE IS 1" I.D. HIGH PRESSURE, SIX PACK SWITCHES TO BE PROVIDED BY TRUCK MANUFACTURER TO RUN VIBRATOR, STROBES, SPOT LIGHTS, WIRING IS CAROL VU-TRON THAT IS RAN TO A JUNCTION BOX AT THE REAR AND IS ALL SOLDERED AND HEAT SHRUNK, FREEDOM 2.0 SPREADER CONTROL INSTALLED IN THE CAB, ALL COMPLETELY INSTALLED.

THANK YOU FOR THE ORDER,
JOSH GOODE

Sub total	\$ 54,659.00
Sales Tax	\$ 0.00
Freight	\$ 0.00
FET	\$ 0.00
Total	\$ 54,659.00

778u

RESOLUTION ACCEPTING AND AWARDING THE BID FOR PROVIDING SALT FOR ICE
AND SNOW CONTROL FOR THE 2015-2016 FISCAL YEAR IN THE CITY OF
MARSHALLTOWN, IOWA IN THE AMOUNT OF \$76.92 PER TON

WHEREAS the City of Marshalltown, Iowa, requested bids from various commercial salt suppliers, for salt for ice and snow control for the 2015-2016 fiscal year, therefor,

WHEREAS Independent Salt Company submitted a low bid of \$76.92 per ton delivered to the Public Works Department which is now before this Council for final approval.

<u>Name and Address</u>	<u>Bid Amount</u>
INDEPENDENT SALT COMPANY KANOPOLIS, KS	\$76.92 per ton

After consideration of all bids filed, it was determined by the Council that the bid of Independent Salt Company is the best and lowest responsible bid as is herein outlined.

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

That the bid Of Independent Salt Company for providing salt for ice and snow control in the City of Marshalltown, Iowa, in the amount of \$76.92 per ton is hereby accepted, approved, and awarded.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to approve and execute the contracts 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

7-13-15

FORMAL BULK SALT BID 2015

The City of Marshalltown, Street Division, is requesting formal bids for bulk salt delivered to our storage facility at 905 E Main Street in Marshalltown, Iowa. This is for deicing salt, per ton. Consideration will be given for past performance in product delivery and availability.

Bids should be sent to City Hall, c/o Salt Bid, Public Works Department, Attn; Justin Nickel, 24 N Center Street, Marshalltown Iowa 50158. Bids must be received by Tuesday, July 21, 2015 at 10:00 A.M. Plainly mark envelope "Salt Bid". For more information contact Public Works Department at 641-754-5748.

Thank you

Jeff Roads
Street Superintendent

FORMAL BID

Date 07/13/2015

Company Name Independent Salt Company

Address P. O. Box 36 Kanopolis, KS 67454

Per ton: N/A by truck Per ton: \$76.92 ** by rail

** As Available due to existing contract obligations

Signed 
S. K. Olson, VP-Distribution

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

Marshalltown





July 20, 2015

VIA FACSIMILE 641-754-5793

**Justin Nickel
Public Works Dept.
City Hall of Marshalltown
24 N Center Street
Marshalltown, IA 50158**

Re: Formal Bulk Salt Bid 2015

Due: Tuesday, July 21, 2015 at 9:00 AM

To whom it may concern:

Cargill, Incorporated-Deicing Technology regrets that we will be unable to submit a bid for your deicing requirements for the 2015-2016 winter season.

Please retain our name on your bidders list for possible future consideration.

Sincerely,

A handwritten signature in cursive script that reads "Dawn Bekoscke".

Dawn Bekoscke
Customer Solutions Specialist, Western Region
Cargill Deicing Technology
Phone: (440) 716-4718 /Fax: (800) 467-3409
24950 Country Club Blvd., Suite 450
North Olmsted, OH 44070



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

7-13-15

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Thank you

Jeff Roads
Street Superintendent

FORMAL BID

Date 7-14-15

Company Name Hutchinson Salt Co, Inc

Address 136 West 12th Street, Baxter Springs, KS 66713

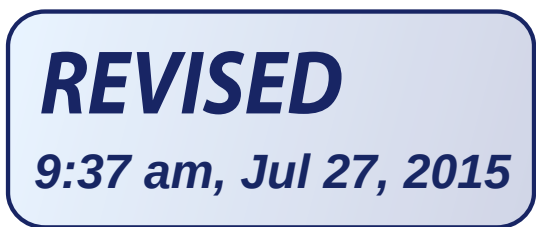
Per ton: NO Bid by truck Per ton: NO Bid by rail

Signed Long Byham

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

Marshalltown





ISSUANCE OF SEWER REVENUE
BOND, SERIES 2015

422742-22

Marshalltown, Iowa

July 27, 2015

The City Council of the City of Marshalltown, Iowa, met on July 27, 2015, at _____ o'clock __.m., at the Council Chambers, Marshalltown, Iowa.

The meeting was called to order by the Mayor, and the roll was called showing the following members of the City Council present and absent:

Present: _____

Absent: _____.

It was reported that a proposal had been received for the purchase of the City's Sewer Revenue Bonds, Series 2015, in the amount of \$6,000,000, and that it was now necessary for the Council to adopt a resolution authorizing the issuance of those Bonds.

Council Member _____ introduced the following resolution and moved its adoption, seconded by Council Member _____. After due consideration and discussion, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted, as hereinafter set out.

RESOLUTION NO. _____

Resolution providing for the issuance and securing the payment of \$6,000,000 Sewer Revenue Bond, Series 2015

WHEREAS, the City of Marshalltown, in the County of Marshall, State of Iowa (hereinafter referred to as the “City”), did heretofore establish a Municipal Sanitary Sewer System (the “Sanitary Sewer System”) in and for the City, which has continuously supplied service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Sanitary Sewer System are vested in the City Council; and

WHEREAS, following required published notice and public hearing, and pursuant to a resolution adopted on May 7, 2012, the City authorized the issuance of its Sewer Revenue Improvement and Refunding Bonds, Series 2012, in the principal amount of \$4,985,000 (the “Series 2012 Bonds”); and

WHEREAS, following required published notice and public hearing, and pursuant to a resolution adopted on May 28, 2013, the City authorized the issuance of its Sewer Revenue Bonds, Series 2013, in the principal amount of \$3,700,000 (the “Series 2013 Bonds”); and

WHEREAS, following required published notice and public hearing, and pursuant to a resolution adopted on June 9, 2014, the City authorized the issuance of its Sewer Revenue Bonds, Series 2014, in the principal amount of \$5,500,000 (the “Series 2014 Bonds”) (together, the Series 2012 Bonds, the Series 2013 Bonds and the Series 2015 Bonds are hereinafter referred to as the “Outstanding Bonds”); and

WHEREAS, in the resolutions authorizing the issuance of the Outstanding Bonds, the City reserved the right and privilege of issuing obligations ranking on a parity with the Outstanding Bonds in order to pay the cost of improvements and extensions to the Sanitary Sewer System or for refunding any Bonds or obligations payable from the Net Revenues of the Sanitary Sewer System, but only if the officially reported Net Revenues of the Sanitary Sewer System for the last preceding fiscal year prior to the issuance of such additional obligations (with certain adjustments) were equal to at least 110% of the maximum amount of principal and interest that will become due in any subsequent year during the life of the Outstanding Bonds for the Outstanding Bonds and any additional obligations then outstanding and the additional obligations then proposed to be issued; and

WHEREAS, the City has confirmed that the required Net Revenues have been officially reported; and

WHEREAS, it has been proposed that the City enter into a loan agreement (the “Loan Agreement”) with Pinnacle Public Finance, Inc. (the “Lender”) and issue \$6,000,000 Sewer Revenue Bonds, Series 2015 (the “Series 2015 Bonds”) in evidence of its obligations thereunder for the purpose of financing improvements to the Sanitary Sewer System;

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

Section 1. The Loan Agreement is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute the Loan Agreement on behalf of the City. The Series 2015 Bonds are hereby authorized to be issued in evidence of the obligation of the City under the Loan Agreement, in the total aggregate principal amount of \$6,000,000, to be dated August 13, 2015. The Series 2015 Bonds shall be issued as a single term Bond (the “Series 2015 Bond”) with final maturity on June 1, 2030 and with mandatory periodic principal installments due on June 1 in each of the years and in such amounts as follows:

Year	Principal	Year	Principal
2016	\$360,000	2024	\$406,000
2017	\$337,000	2025	\$417,000
2018	\$346,000	2026	\$428,000
2019	\$355,000	2027	\$440,000
2020	\$365,000	2028	\$451,000
2021	\$375,000	2029	\$464,000
2022	\$385,000	2030	\$476,000
2023	\$395,000		

Section 2. Bankers Trust Company, Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the Series 2015 Bond and may be hereinafter referred to as the “Registrar” or the “Paying Agent”. The Mayor and City Clerk are hereby authorized and directed to execute the Registrar Agreement for and on behalf of the City, which is hereby approved.

Section 3. The City reserves the right to prepay in whole, but not in part, on any date on or after June 1, 2020, the outstanding principal of the Series 2015 Bond upon terms of par and accrued interest. The City reserves the right to prepay in part on any interest payment date on or after June 1, 2020, the outstanding principal of the Series 2015 Bond upon terms of par and accrued interest, plus a \$500 booking fee; provided that prepayment in part shall occur only once per fiscal year and shall be for a minimum principal amount of \$250,000.

If less than all of the principal of the Series 2015 Bond is to be redeemed, the particular part of the Series 2015 Bond to be redeemed shall be selected by the Registrar by lot. Notice of redemption identifying the portion of the Series 2015 Bond to be redeemed shall be sent by electronic means or mailed by certified mail to the registered owners thereof at the addresses shown on the City’s registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was sent. That portion of the Series 2015

Bond as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Outstanding principal of the Series 2015 Bond shall bear interest at the rate of 2.69% per annum from the date of the Series 2015 Bond, or from the most recent date on which interest has been paid as hereinafter set forth. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Accrued interest on the Series 2015 Bond shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2015. Payment of interest on and principal of the Series 2015 Bond shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest or principal payment date and shall be paid by electronic wire transfer or by check or draft mailed to the registered owners at the addresses shown on such registration books, provided that the final payment of principal shall be made only upon presentation and surrender of the Series 2015 Bond at the office of the Paying Agent.

So long as an Event of Default has occurred and is continuing, the registered owner of the Series 2015 Bond may increase the interest rate on the Series 2015 Bond to 5% per annum (the "Default Rate"), by sending written notice to the Paying Agent and the City. "Event of Default" shall mean: (i) a failure to pay principal or interest on the Series 2015 Bond when due, as provided in the Series 2015 Bond and this Resolution; or (ii) a failure by the City to comply with any of its obligations, or to perform any of its duties, under this Resolution, the Series 2015 Bond or the Loan Agreement, which failure continues, and is not cured, for a period of more than 30 days after a registered owner of the Series 2015 Bond has made written demand on the City to cure such failure; or (iii) a material misrepresentation or omission by the City in the issuance of the Series 2015 Bond. In the event the registered owner of the Series 2015 Bond receives notice of a "Determination of Taxability," as defined in Section 16 of this Resolution, the Default Rate shall be automatically increased to 6% per annum, effective as of the "Date of Taxability," as defined in Section 16 of this Resolution.

The Series 2015 Bond shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be a fully registered Series 2015 Bond without interest coupons. The issuance of the Series 2015 Bond shall be recorded in the office of the City Treasurer, and the certificate on the back of the Series 2015 Bond shall be executed with the official manual or facsimile signature of the City Treasurer. In case any officer whose signature or the facsimile of whose signature appears on the Series 2015 Bond shall cease to be such officer before the delivery of such Series 2015 Bond, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

Principal of the Series 2015 Bond and the interest thereon, together with the Outstanding Bonds, and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth herein (which additional obligations are hereinafter sometimes referred to as "Parity Obligations"), shall be payable solely from the Net Revenues, as hereinafter defined, of the Sanitary Sewer System and the Sinking Fund hereinafter referred to, both of which are hereby pledged to the payment of the Series 2015 Bond. The Series 2015 Bond shall be a valid claim of the owners thereof only against said Net

Revenues and Sinking Fund. The Series 2015 Bond shall not be a general obligation of the City, nor payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the Net Revenues of the Sanitary Sewer System to be sufficient for the payment in whole or in part of the Series 2015 Bond and the interest thereon.

The Series 2015 Bond shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal and interest thereof shall be made only to the registered owners, their legal representatives or assigns. The Series 2015 Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Series 2015 Bond shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 4. The Series 2015 Bond shall be in substantially the following form:

(Form of Series 2015 Bond)

THIS BOND AND THE TERMS CONTAINED HEREIN ARE SUBJECT TO THE PROVISIONS OF THAT CERTAIN INVESTOR LETTER, THE FORM OF WHICH IS ATTACHED TO THE LOAN AGREEMENT (THE “INVESTOR LETTER”), AND ANY TRANSFEREE OR ASSIGNEE OF THIS BOND (OR ANY PORTION THEREOF) IS REQUIRED TO EXECUTE AND DELIVER THE THEN CURRENT FORM OF THE INVESTOR LETTER AND AFFIRM THE REPRESENTATIONS CONTAINED THEREIN PRIOR TO ACCEPTANCE OF THIS BOND.

UNITED STATES OF AMERICA

STATE OF IOWA

COUNTY OF MARSHALL

CITY OF MARSHALLTOWN

SEWER REVENUE BOND, SERIES 2015

No. 1 \$6,000,000

RATE	MATURITY DATE	BOND DATE
2.69%	June 1, 2030	August 13, 2015

The City of Marshalltown (the “City”), in Marshall County, State of Iowa, for value received, promises to pay in the manner hereinafter provided to:

Pinnacle Public Finance, Inc.

or registered assigns, the principal sum of

SIX MILLION DOLLARS

in lawful money of the United States of America, with interest on the outstanding principal hereof, at the rate per annum specified above, from the date of this Bond, or from the most recent date on which interest has been paid. Accrued interest on this Bond shall be paid semiannually on June 1 and December 1 of each year, commencing December 1, 2015, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond will be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Bankers Trust Company, Des Moines, Iowa, is the Registrar and Paying Agent for this Bond and may be hereinafter referred to as the “Registrar” or the “Paying Agent”.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond has been issued as a single term Bond with final maturity on June 1, 2030, and with mandatory periodic principal installments due on June 1 in each of the years and in such amounts as follows:

Year	Principal	Year	Principal
2016	\$360,000	2024	\$406,000
2017	\$337,000	2025	\$417,000
2018	\$346,000	2026	\$428,000
2019	\$355,000	2027	\$440,000
2020	\$365,000	2028	\$451,000
2021	\$375,000	2029	\$464,000
2022	\$385,000	2030	\$476,000
2023	\$395,000		

This Bond is issued by the City to evidence its obligation under a certain Loan Agreement, dated as of August 13, 2015 (the “Loan Agreement”), entered into by the City for the purpose of financing improvements to the City’s Sanitary Sewer System.

This Bond is issued pursuant to and in strict compliance with the provisions of Chapter 384 of the Code of Iowa, 2015, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of this Bond (the “Resolution”), and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of this Bond and the rights of the owners of this Bond. Capitalized terms not otherwise defined herein shall have the meaning as forth in the Resolution.

Payment of interest on and principal of this Bond shall be made to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest or principal payment date and shall be paid by electronic wire transfer or by check or draft mailed to the registered owner at the address shown on such registration books, provided that the final payment of principal shall be made only upon presentation and surrender of this Bond at the office of the Paying Agent.

So long as an Event of Default has occurred and is continuing, the registered owner of this Bond may increase the interest rate on this Bond to 5% per annum (the “Default Rate”), by sending written notice to the Paying Agent and the City. “Event of Default” shall mean: (i) a failure to pay principal or interest on this Bond when due, as provided in this Bond and the Resolution; or (ii) a failure by the City to comply with any of its obligations, or to perform any of its duties, under the Resolution, this Bond or the Loan Agreement, which failure continues, and is not cured, for a period of more than 30 days after a registered owner of this Bond has made

written demand on the City to cure such failure; or (iii) a material misrepresentation or omission by the City in the issuance of this Bond. In the event the registered owner of this Bond receives notice of a “Determination of Taxability,” as defined in Section 16 of the Resolution, the Default Rate shall be automatically increased to 6% per annum, effective as of the “Date of Taxability,” as defined in Section 16 of the Resolution.

The City reserves the right to prepay in whole, but not in part, on any date on or after June 1, 2020, the outstanding principal of this Bond upon terms of par and accrued interest. The City reserves the right to prepay in part on any interest payment date on or after June 1, 2020, the outstanding principal of this Bond upon terms of par and accrued interest, plus a \$500 booking fee; provided that prepayment in part shall occur only once per fiscal year and shall be for a minimum principal amount of \$250,000.

If less than all of the principal of this Bond is to be redeemed, the particular part of this Bond to be redeemed shall be selected by the Registrar by lot. Notice of redemption identifying the portion of this Bond to be redeemed shall be sent by electronic means or mailed by certified mail to the registered owners thereof at the addresses shown on the City’s registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the portion of this Bond so called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the portion of this Bond called for redemption in the same manner as the original redemption notice was sent. That portion of this Bond as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

This Bond is not a general obligation of the City but, together with the City’s outstanding Sewer Revenue Improvement and Refunding Bonds, Series 2012, the City’s outstanding Sewer Revenue Bonds, Series 2013, the City’s outstanding Sewer Revenue Bonds, Series 2014 and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth in the Resolution, is payable solely and only out of the future Net Revenues of the Municipal Sanitary Sewer System of the City, a sufficient portion of which has been ordered set aside and pledged for that purpose. This Bond is not payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the said Net Revenues to be sufficient for the payment of this Bond and the interest hereon.

In the event the registered owner of this Bond receives notice of a “Determination of Taxability” (as hereinafter defined), the rate of interest on the Bond shall be automatically increased, effective as of the “Date of Taxability” (as hereinafter defined) to an interest rate equal to 4.14% per annum (the “Taxable Rate”) effective as of the Date of Taxability. For the purpose of this paragraph, a “Determination of Taxability” shall mean the issuance of a statutory notice of deficiency by the Internal Revenue Service, or a ruling of the National Office or any District Office of the Internal Revenue Service, or a final decision of a court of competent jurisdiction, or an opinion of independent tax counsel selected by the registered owner and approved by the City (which approval shall not be unreasonably withheld) which holds that the

interest payable on this Bond is includable in the gross income of the registered owner for federal income tax purposes as a result of any action or failure to act by the City, if the period, if any, for contest or appeal of such action, ruling or decision by the City or registered owner has expired without any such contest or appeal having been properly instituted by the registered owner or the City. The "Date of Taxability" shall mean that point in time, as specified in the Determination of Taxability, ruling or decision, that the interest payable on the Bond becomes includable in the gross income of the registered owner for federal income tax purposes.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner, as required by law, and that the issuance of this Bond does not exceed or violate any constitutional or statutory limitation or provision.

IN TESTIMONY WHEREOF, the City of Marshalltown, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk, all as of August 13, 2015.

CITY OF MARSHALLTOWN, IOWA

By: (DO NOT SIGN)
Mayor

Attest:

(DO NOT SIGN)
City Clerk

Registration Date: (Registration Date)

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is the Series 2015 Bond described in the within-mentioned Resolution.

BANKERS TRUST COMPANY
Des Moines, Iowa
Registrar

By (Authorized Signature) _____
Authorized Officer

STATE OF IOWA
CITY OF MARSHALLTOWN

SS: CITY TREASURER'S CERTIFICATE

The original issuance of the Series 2015 Bond was duly and properly recorded in my office as of August 13, 2015.

City Treasurer, Marshalltown, Iowa

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN - as tenants in common

UTMA

COM

TEN ENT - as tenants by the entireties

(Custodian)

JT TEN - as joint tenants with
right of survivorship and
not as tenants in common

As Custodian for

(Minor)

under Uniform Transfers to Minors Act

(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 5. The Series 2015 Bond shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon shall be delivered to the Registrar for registration, authentication and delivery to the Lender, upon receipt of the loan proceeds (the "Proceeds"), and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects.

The Proceeds shall be used to (1) pay the cost of improvements to the Sanitary Sewer System and (2) pay costs of issuance of the Series 2015 Bond. To the extent that Proceeds remain after the full payment of the costs set forth in (1) and (2) in the preceding sentence, such Loan Proceeds shall be used for the payment of interest on the Series 2015 Bond. The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined. To the extent that any report of such accounting is prepared for the City Council, the City shall send a copy of such report to the registered owner of the Series 2015 Bond within 30 days after it has been presented to the City Council.

Section 6. So long as the Series 2015 Bond, the Outstanding Bonds or any Parity Obligations are outstanding, the City shall continue to maintain the Sanitary Sewer System in good condition, and the Sanitary Sewer System shall continue to be operated in an efficient manner and at a reasonable cost as a revenue producing undertaking. The City shall establish, impose, adjust and provide for the collection of rates to be charged to customers of the Sanitary Sewer System, including the City, to produce gross revenues (hereinafter sometimes referred to as the "Gross Revenues") at least sufficient to pay the expenses of operation and maintenance of the Sanitary Sewer System, which shall include salaries, wages, cost of maintenance and operation, materials, supplies, insurance and all other items normally included under recognized accounting practices (but does not include allowances for depreciation in the valuation of physical property) (which such expenses are hereinafter sometimes referred to as the "Operating Expenses") and to leave a balance of net revenues (herein referred to as the "Net Revenues") equal to at least 110% of the amount of annual installments of principal of and interest on the Series 2015 Bond, the Outstanding Bonds and any other Parity Obligations outstanding from time to time, as the same become due. The City shall provide to the registered owner of the Series 2015 Bond, current, audited financial statements within 240 days after the close of the City's fiscal year, along with such other financial information as the registered owner of the Series 2015 Bond may reasonably request. If the audited financial statements are not available within that time frame, the City shall provide notice of the unavailability to the registered owner of the Series 2015 Bond and shall provide the audited financial statements as soon as they become available.

Section 7. From and after the issuance of the Series 2015 Bond, and throughout the time the Series 2015 Bond, the Outstanding Bonds and any Parity Obligations are outstanding, the Gross Revenues of the Sanitary Sewer System shall be set aside into a separate and special fund which is hereby established, to be known and hereinafter referred to as the "Sewer Revenue Fund". The Sewer Revenue Fund shall be used in maintaining and operating the Sanitary Sewer System, and after payment of the Operating Expenses shall, to the extent hereinafter provided, be used to pay the principal of and interest on the Series 2015 Bond, the Outstanding Bonds and any Parity Obligations, and to create and maintain the several separate funds hereinafter established.

A. Sinking Fund. There shall be maintained an account to be known as the “Sewer Revenue Sinking Fund” (herein referred to as the “Sinking Fund”), into which there shall continue to be set aside from the future Net Revenues of the Sanitary Sewer System such portion thereof as will be sufficient to pay the interest on and principal of the Series 2015 Bond as the same become due, and it is hereby determined that the minimum amount to be so set aside into the Sinking Fund from the Net Revenues with respect to the Series 2015 Bond during each month of each year shall be not less than as follows:

Commencing September 1, 2015 and continuing to November 1, 2015, an amount equal to 1/3rd of the amount of interest coming due on December 1, 2015; and, commencing December 1, 2015, and continuing to May 1, 2030, an amount equal to 1/6th of the amount of interest coming due on the next succeeding interest payment date; and, commencing September 1, 2015, and continuing to May 1, 2015, an amount equal to 1/9th of the amount of the principal installment coming due on June 1, 2016; and commencing June 1, 2016, and continuing to May 1, 2030, an amount equal to 1/12th of the amount of the principal installment coming due on the next succeeding principal installment payment date, until the full amount of such installment is on deposit in the Sinking Fund.

Provided, however, that no further payments need be made into the Sinking Fund when and so long as the amount therein is sufficient to retire the Series 2015 Bond, the Outstanding Bonds and any Parity Obligations then outstanding which are payable from the Sinking Fund and to pay all principal and interest to become due thereon prior to such retirement, or if provision for such payment has been made. All such payments into the Sinking Fund shall be made in equal monthly installments on the first day of each month, except that when the first day of any month shall be a Sunday or a legal holiday, then such payments shall be made on the next succeeding secular day, and that portion of the Net Revenues on deposit in the Sinking Fund shall be used solely and only and is hereby pledged for the purpose of paying the principal of and interest on the Series 2015 Bond, the Outstanding Bonds and any Parity Obligations as the same shall become due and payable.

Whenever Parity Obligations are issued under the conditions and restrictions hereinafter set forth, provisions shall be made for additional payments to be made into the Sinking Fund for the purpose of paying the interest on and principal of such Parity Obligations. The City covenants to maintain the Sinking Fund deposits for the Outstanding Bonds, including inclusion of such deposits for any refunding bonds for said Outstanding Bonds.

If at any time there be a failure to pay into the Sinking Fund the full amount above stipulated, then an amount equivalent to the deficiency shall be paid into the Sinking Fund from the Net Revenues of the Sanitary Sewer System as soon as available, and the same shall be in addition to the amount otherwise required to be so set apart and paid into the Sinking Fund.

B. Surplus Fund. There is hereby created a special fund to be known and designated as the Surplus Fund into which there shall be set apart and paid all of the Net Revenues remaining after first making the required payments into the Sinking Fund. All money credited to the Surplus Fund shall be transferred and credited to the Sinking Fund whenever

necessary to prevent or remedy a default in the payment of the principal of or interest on the Series 2015 Bond, the Outstanding Bonds and any Parity Obligations.

As long as the Sinking Fund has the full amount required to be deposited therein by this resolution, any balance in the Surplus Fund may be used in such legal manner as the City Council, or such other duly constituted body as may then be charged with the operation of the Sanitary Sewer System, may from time to time direct.

Section 8. All money held in any fund created or to be maintained under the terms of this resolution shall be deposited in lawful depositories of the City or invested in accordance with Chapters 12B and 12C of the Code of Iowa and continuously held and secured as provided by the laws of the State of Iowa relating to the depositing, securing, holding and investing of public funds. All interest received by the City as a result of investments under this section shall be deposited in or transferred to the Sinking Fund and used solely and only for the purposes specified herein for such fund.

Section 9. The City hereby covenants and agrees with the owner or owners of the Series 2015 Bond, the Outstanding Bonds and any Parity Obligations, or any of them, that from time to time may be outstanding, that it will faithfully and punctually perform all duties with reference to the Sanitary Sewer System required and provided by the Constitution and laws of the State of Iowa, that it will segregate the Gross Revenues of the Sanitary Sewer System and make application thereof in accordance with the provisions of this resolution and that it will not sell, lease or in any manner dispose of the Sanitary Sewer System or any part thereof, including any and all extensions and additions that may be made thereto, until the Series 2015 Bond, the Outstanding Bonds and any Parity Obligations shall have been paid in full, both principal and interest, or unless and until provisions shall have been made for the payment of the Series 2015 Bond, the Outstanding Bonds and any Parity Obligations and interest thereon in full; provided, however, that the City may dispose of any property which in the judgment of the City Council, or the duly constituted body as may then be charged with the operation of the Sanitary Sewer System, is no longer useful or profitable in the operation of the Sanitary Sewer System nor essential to the continued operation thereof and when the sale thereof will not operate to reduce the revenues to be derived from the operation of the Sanitary Sewer System.

Section 10. Upon a breach or default of a term of the Series 2015 Bond, the Outstanding Bonds or Parity Obligations and this resolution, a proceeding may be brought in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required under the terms of this resolution and Division V of Chapter 384 of the Code of Iowa or an action may be brought to obtain the appointment of a receiver to take possession of and operate the Sanitary Sewer System and to perform the duties required by this resolution and Division V of Chapter 384 of the Code of Iowa.

Section 11. The Series 2015 Bond, the Outstanding Bonds or any Parity Obligations shall not be entitled to priority or preference one over the other in the application of the Net Revenues of the Sanitary Sewer System regardless of the time or times of the issuance of the Series 2015 Bond, the Outstanding Bonds or any Parity Obligations, it being the intention that there shall be no priority among the Series 2015 Bond, the Outstanding Bonds or Parity Obligations, regardless of the fact that they may have been actually issued and delivered at

different times. The City hereby covenants and agrees that so long as the Series 2015 Bond, the Outstanding Bonds or any Parity Obligations are outstanding and unpaid, no bonds or other obligations payable from the Net Revenues of the Sanitary Sewer System will be issued except upon the basis of such bonds or obligations being subject to the priority and security for payment of the Series 2015 Bond, the Outstanding Bonds or any Parity Obligations then outstanding; provided, however, that the City reserves the right and privilege of issuing Parity Obligations in order to pay the cost of improvements and extensions to the Sanitary Sewer System or for refunding any bonds or obligations payable from the Net Revenues of the Sanitary Sewer System, but only if the officially reported Net Revenues of the Sanitary Sewer System for the last preceding fiscal year prior to the issuance of such Parity Obligations (with adjustments as hereinafter provided) were equal to at least 110% of the maximum amount of principal and interest that will become due in any subsequent year during the life of the Series 2015 Bond, the Outstanding Bonds and any Parity Obligations then outstanding, for the Series 2015 Bond, the Outstanding Bonds and any Parity Obligations then outstanding and the Parity Obligations then proposed to be issued.

The amount of Gross Revenues of the Sanitary Sewer System may be adjusted for the purpose of the foregoing computations by an independent consulting engineer or financial consultant not a regular employee of the City, so as to reflect any revision in the schedule of rates and charges being imposed at the time of the issuance of any such Parity Obligations.

Obligations issued to refund the Series 2015 Bond, the Outstanding Bonds or any Parity Obligations shall not be subject to the foregoing restrictions, provided the Series 2015 Bond, the Outstanding Bonds or Parity Obligations being refunded will be redeemed within three (3) months of the date of such refunding, and the issuance of the refunding obligations will not cause an increase in the annual debt service requirements during the life of the Series 2015 Bond, the Outstanding Bonds or Parity Obligations then outstanding which are not being refunded but otherwise any Parity Obligations shall only be issued subject to the restrictions of this resolution.

Section 12. The City agrees that so long as the Series 2015 Bond, the Outstanding Bonds or any Parity Obligations remain outstanding, it will maintain insurance for the benefit of the owners of the Series 2015 Bond, the Outstanding Bonds and any Parity Obligations on the insurable portions of the Sanitary Sewer System of a kind and in an amount which usually would be carried by private companies or municipalities engaged in a similar type of business. The City will keep proper books of record and account, separate from all other records and accounts, showing the complete and correct entries of all transactions relating to the Sanitary Sewer System, and the owners of the Series 2015 Bond, the Outstanding Bonds or any Parity Obligations shall have the right at all reasonable times to inspect the Sanitary Sewer System and all records, accounts and data of the City relating thereto.

Section 13. The provisions of this resolution shall constitute a contract between the City and the owners of the Series 2015 Bond, and after the issuance of the Series 2015 Bond, no change, variation or alteration of any kind of the provisions of this resolution shall be made which will adversely affect the owners of the Series 2015 Bond until the Series 2015 Bond and the interest thereon shall have been paid in full, except as hereinafter provided.

The owners of a majority in principal amount of the Series 2015 Bond, the Outstanding Bonds and Parity Obligations at any time outstanding (not including in any case any obligations which may then be held or owned by or for the account of the City, but including such obligations as may be issued for the purpose of refunding the Series 2015 Bond, the Outstanding Bonds or Parity Obligations if such obligations shall not then be owned by the City) shall have the right from time to time to consent to and approve the adoption by the City of a resolution or resolutions modifying or amending any of the terms or provisions contained in this resolution; provided, however, that this resolution may not be so modified or amended in such manner as to:

- (a) Make any change in the maturity or redemption terms of the Series 2015 Bond, the Outstanding Bonds or any Parity Obligations.
- (b) Make any change in the rate of interest borne by the Series 2015 Bond, the Outstanding Bonds or any Parity Obligations.
- (c) Reduce the amount of the principal payable on the Series 2015 Bond, the Outstanding Bonds or any Parity Obligations.
- (d) Modify the terms of payment of principal of or interest on the Series 2015 Bond, the Outstanding Bonds or any Parity Obligations, or any of them, or impose any conditions with respect to such payment.
- (e) Affect the rights of the owners of less than the Series 2015 Bond, the Outstanding Bonds or any Parity Obligations then outstanding.
- (f) Reduce the percentage of the principal amount of the Series 2015 Bond, the Outstanding Bonds or any Parity Obligations, the consent of the owners of which shall be required to effect a further modification.

Whenever the City shall propose to amend or modify this resolution under the provisions of this section, it shall (1) prior to the publication of the notice hereinafter provided for in (2), cause notice of the proposed amendment to be mailed to each of the owners of the Series 2015 Bond, the Outstanding Bonds and Parity Obligations at the addresses appearing on the registration books of the City, and (2) cause notice of the proposed amendment to be published one time in a newspaper published and/or having a general circulation in the City of Marshalltown, Iowa. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in the office of the City Clerk.

If the owners of at least a majority in aggregate principal amount of the Series 2015 Bond, the Outstanding Bonds and Parity Obligations outstanding at the time of the adoption of such amendatory resolution shall have consented to and approved the adoption thereof as herein provided, no owner of any Series 2015 Bond, Outstanding Bonds or Parity Obligations shall have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the City from taking any action pursuant to the provisions thereof.

Any consent given by the owners of the Series 2015 Bond, the Outstanding Bonds or Parity Obligations pursuant to the provisions of this section shall be irrevocable for a period of six (6) months from the date of such consent and shall be conclusive and binding upon all future owners of the Series 2015 Bond, the Outstanding Bonds or Parity Obligation during such period. Such consent may be revoked at any time after six (6) months from the date of such consent by the owner who gave such consent or by a successor in title, but such revocation shall not be effective if the owners of a majority in aggregate principal amount of the Series 2015 Bond, the Outstanding Bonds and Parity Obligations outstanding as in this section defined shall have, prior to the attempted revocation, consented to and approved the amendatory resolution referred to in such revocation.

The fact and date of the execution of any instrument under the provisions of this section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the persons signing such instrument acknowledged before such officer the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

Section 14. The Securities and Exchange Commission (the “SEC”) has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the “Rule”) that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for such securities, it has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the registered owners of such securities to provide certain disclosure information to prescribed information repositories on a continuing basis so long as such securities are outstanding or unless and to the extent the offering is exempt from the requirements of the Rule because the issue is issuable in denominations of \$100,000 or more (subject to certain qualifications regarding deep discount securities) and (i) are sold in a limited private placement; or (ii) have a maturity of nine months or less; or (iii) are subject to tender at par at the option of the registered owner at least every six months.

The Series 2015 Bond is being issued in a minimum denomination of more than \$100,000 and is being sold in a limited private placement. Accordingly, the City finds that the Rule is inapplicable to the Series 2015 Bond.

Section 15. It is the intention of the City that interest on the Series 2015 Bond be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the “Internal Revenue Code”). In furtherance thereof the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Series 2015 Bond will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

The City hereby designates the Series 2015 Bond as a “Qualified Tax Exempt Obligation” as that term is used in Section 265(b)(3)(B) of the Internal Revenue Code.

Section 16. In the event the registered owner of the Series 2015 Bond receives notice of a “Determination of Taxability” (as hereinafter defined), the rate of interest on the Series 2015 Bond shall be automatically increased, effective as of the “Date of Taxability” (as hereinafter defined) to an interest rate equal to 4.14% per annum (the “Taxable Rate”) effective as of the Date of Taxability. For the purpose of this paragraph, a “Determination of Taxability” shall mean the issuance of a statutory notice of deficiency by the Internal Revenue Service, or a ruling of the National Office or any District Office of the Internal Revenue Service, or a final decision of a court of competent jurisdiction, or an opinion of independent tax counsel selected by the registered owner and approved by the City (which approval shall not be unreasonably withheld) which holds that the interest payable on the Series 2015 Bond is includable in the gross income of the registered owner for federal income tax purposes as a result of any action or failure to act by the City, if the period, if any, for contest or appeal of such action, ruling or decision by the City or registered owner has expired without any such contest or appeal having been properly instituted by the registered owner or the City. The “Date of Taxability” shall mean that point in time, as specified in the Determination of Taxability, ruling or decision, that the interest payable on the Series 2015 Bond becomes includable in the gross income of the registered owner for federal income tax purposes.

Section 17. If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 18. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 19. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved July 27, 2015.

Mayor

Attest:

City Clerk

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 I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the authorization and approval of a certain Loan Agreement and the issuance of a \$6,000,000 Sewer Revenue Bond, Series 2015 of the City evidencing the City's obligation under the Loan Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to enter into the Loan Agreement or to issue the Series 2015 Bond.

WITNESS MY HAND this _____ day of _____, 2015.

City Clerk

STATE OF IOWA
COUNTY OF MARSHALL SS:
CITY OF MARSHALLTOWN

I, the undersigned, City Clerk of the City of Marshalltown, do hereby certify that the City did heretofore establish a Municipal Sanitary Sewer System (hereinafter referred to as the "Sanitary Sewer System"), that the management and control of the Sanitary Sewer System are vested in the City Council of the City, and that no board of trustees exists which has any part of the control and management of such Sanitary Sewer System.

I further certify that there is not pending or threatened any question or litigation whatsoever touching the establishment, improvement or operation of the Sanitary Sewer System and that there are no Bonds or other obligations of any kind now outstanding which are payable from or constitute a lien upon the revenues derived from the operation of such Sanitary Sewer System, except for the \$6,000,000 Sewer Revenue Bond, Series 2015, dated August 13, 2015, currently being issued by the City, the City's Series 2012 Sewer Revenue Improvement and Refunding Bonds and the City's Series 2013 Sewer Revenue Bonds.

WITNESS MY HAND this _____ day of _____, 2015.

City Clerk

July 28, 2015

Shari Coughenour
City Clerk/City Hall
24 North Center Street
Marshalltown, Iowa 50158-4912

Re: \$6,000,000 Sewer Revenue Bond, Series 2015
Our File No. 422742-22

Dear Shari:

We have prepared and enclose two copies of the final, revised, form of the resolution that was adopted at the Marshalltown Council meeting on June 27 in order to authorize the issuance of the City's \$6,000,000 Sewer Revenue Bond.

The materials enclosed include the following items:

1. Resolution authorizing the issuance of the Sewer Revenue Bond. The form of Bond, Authentication Certificate and Assignment set out in the Resolution should not be completed or executed.
2. Certificates attesting transcript and Sanitary Sewer System.

As these proceedings are completed, please return one fully executed copy to our office.

If you have any questions, please contact me.

Very truly yours,

Robert E. Josten

cc by email: Maggie Burger
Randy Wetmore
Brian DeMoss
Travis Squires
Diana Van Vleet