1. Agenda

    Documents:

    AGENDA.PDF

2. Supporting Meeting Documents

    Documents:

    APRIL FINANCIALS.PDF
    BILL LIST.PDF
    MINUTES.PDF
    PACKET.PDF
    DRAFT THEISENS INC. DEVELOPMENT.PDF

COUNCIL AGENDA

CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET

JUNE 8, 2015, at 5:30 PM

NOTICE TO PUBLIC: The Mayor and City Council welcome comment from the public during discussion. You are required to step to the microphone, state your name and address for the record and to limit the time used to present your remarks in order that others may be given the opportunity to speak.

CALL TO ORDER: Mayor James L. Lowrance
PLEDGE OF ALLEGIANCE:
ROLL CALL: Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin.
MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS:
APPROVAL OF AGENDA:
CONSENT AGENDA: All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time Council votes on the motion.

1. Approve Council meeting Minutes of May 26, 2015.
2. Approve Bill List in the amount of $5,705,317.35
3. Approve Marked Police Vehicle Purchase, FY 2015-2016
4. Receipt of List of Purchases and Vertical Public Improvements between $10,000 and $35,000 approved by City Administrator (add Police Janitorial Contract and Sewer Department Truck)
5. Receipt of Civil Service New Hire List, police entrance, valid through 6/2/2016.
6. Resolution 2015-087 Ordering Construction 2015 Sidewalk Repair Project 76015007, plans and specifications hearing June 22, bids due June 25.
7. Resolution 2015-088 Approving Sanitary Sewer Televising Project 59015011 – Engineering Services Agreement, Fox Engineering, $33,200.
8. Resolution 2015-089 Approving South 18th Avenue Improvements 76015011 – Engineering Services Agreement, Clapsaddle-Garber Associates, $18,981. Funded 50% by Iowa DOT Rise Grant and Menards.
9. Resolution 2015-090 Approving Sanitary Sewer Rate Study project 52012006– Engineering Services Agreement, Stanley Consultants, $20,900.
10. Resolution 2015-091 Approving Stormwater Utility Rate Study project 29112001 – Engineering Services Agreement, Stanley Consultants, $19,000.
11. Resolution 2015-092 Accepting Bid and Authorizing the Award of Contract for the 2015 Mill and Overlay Project 76015004.
12. Revision to Tentative Resolution 2015-077 Providing for the Vacation, Conveyance, and Transfer of the Streets herein described to Fisher Controls, International, LLC, regarding part of East Boone Street between South 1st Avenue and South 2nd Avenue and part of East Nevada Street east of S. Center Street to 1st Avenue and pedestrian passage over Parcel "J", all as described in the Quit Claim Deed, set public hearing on June 22.
13. Revision to Tentative Resolution 2015-078 Adopting Tentative Resolution Set hearing on DT Retail Properties, LLC, vacation of public utility easement, set public hearing for June 22.
14. Revision to Resolution 2015-081 Ordering Construction of the 2015 Concrete Repair Project 76015006, setting public hearing for June 22 and bids due on June 25.

15. Revision to Resolution 2015-061 Approving Application for State and Federal Transit Assistance for Marshalltown Municipal Transit, in the amount of $202,561

16. Approve Liquor Licenses: (Pending fire inspection passage)

    NEW: The Spot – Outdoor Service application for June 13 event; Estrella Grocery Store liquor license, Class C Beer, 101 W Main Street; Midnight Ballroom, Transfer Request to Central Iowa Fairgrounds, June 20, 21, 28, July 5, 25, 26, August 1, 2, 8, 9, 15, 16, 22, 23, 29, 30 Sept. 5, 6, 13, 19, 20;

    RENEWALS:

    (end of consent agenda items

MOTIONS:

17. EastSide Market – Alcohol License application returned to City Council to correct omission of history not included on the State's DCI background check, 1116 E Nevada Street

REPORTS:

18. Alliant Project Update – Kenn Vinson

19. MCBD- Quarterly Update – Jenny Etter, Director.

RESOLUTIONS:

20. Resolution 2015-093 REJECTING Contract WPCP Concrete Repair Phase II Project 520130017 – Award Contract, Hay Construction, $231,662.50

21. Resolution 2015-094 Authorizing Acceptance of a Bid from Scott Safety / Feld Fire in the amount of $157,770 for the purpose of replacing Fire Department Self-Contained Breathing Apparatus (SCBA), funded by grant.

    PUBLIC HEARING

22. Resolution 2015-095 Approving 2015 Urban Renewal Plan Amendment for the Marshalltown Urban Renewal Area No 3, relating to the expansion of a commercial facility owned by Theisen's Inc.

    PUBLIC HEARING

23. Resolution 2015-096 Approving Development Agreement with Theisen's Inc., Authorizing Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of Agreement in a total amount not to exceed $140,000

    PUBLIC HEARING

24. Resolution 2015-097 FY 15-16 Byrne-JAG Grant Application authorization, $19,304, split 50% with Marshall County; city share $9,652 to be used for equipment and programming

DISCUSSION: Next agenda in process

1. Hy Vee Party Room transfer schedule for upcoming year to Best Western.
2. Iowa River Brew Pub – outdoor service area
3. Beer License - July 4th at Central Iowa Fairgrounds, Midnight Ballroom.
4. Beer License– Linn Creek Arts Festival, July 17-19, "Mobile Taps"
5. Governor's Traffic Safety Bureau update
6. IVH Agreements – Police, Traffic Control & Fire, Fire Safety and confined space entry
7. Lead grant: contracts for partnerships – MICA and Friends of the Marshalltown Public Library
8. Proposed Urban Revitalization Tax Abatement Program for Housing
9. Oil Mix roads, ordinance change regarding performance bond requirement
10. 2015 Mill & Overlay Project 76015004, accept bid, award contract and approve contract and bond with Cessford $530,711.86
11. 2015 Concrete Repair Project 76015006, plans and specifications hearing June 22, bids due June 25, Accept Bid July 13.
12. 2015 Sidewalk Repair Project 76015007, plans and specifications hearing June 22.

13. 2014 Sidewalk Repair Project 76014009, Change Order #1, $9,064.13, certificate of completion, final costs $41,169.13, Day Construction Services, LLC.
14. April Financial reports

PUBLIC COMMENTS:

CLOSED SESSION – LITIGATION AND REAL ESTATE

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; and

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

ADJOURNMENT:

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

DESCRIPTION	CASH AND INVESTMNTS (--ASSETS--)	ACCOUNTS RECEIVABLE (--ASSETS--)	FIXED ASSETS (--ASSETS--)	LIABILITES & NET ASSETS	NET (INCOME) / EXPENSE
FUND NUMBER & NAME					
101 - GENERAL	1,479,488.10	307,443.89	.00	<1,671,253.37>	<115,678.62>
150 - CAPITAL RESERVE FUND	70,027.13	.00	.00	<80,193.24>	10,166.11
151 - CASH FLOW RESERVE FUND	1,831,720.12	.00	.00	<1,828,652.76>	<3,067.36>
152 - COLISEUM ACTIVITY	20,212.99	.00	.00	<31,906.75>	11,693.76
153 - BLDG MAINT FUND	421,955.81	.00	.00	<421,131.02>	<824.79>
201 - GRANTS FRM STATE AGNCY	3,741.41	.00	.00	<3,734.09>	<7.32>
204 - HERSHEY RECREATION	10,371.00	.00	.00	<3,396.38>	<6,974.62>
205 - EMERGENCY FUND	63,493.00	.00	.00	.00	<63,493.00>
206 - ROAD USE TAX	2,233,392.54	.00	.00	<2,188,824.88>	<44,567.66>
210 - NICHOLSON FORD REAP	3,995.15	.00	.00	<3,987.31>	<7.84>
218 - COPS FAST GRANT	<3,702.34>	.00	.00	6,883.14	<3,180.80>
219 - DEPT OF JUSTICE GRANTS	<6,006.61>	1,361.10	.00	15,585.03	<10,939.52>
220 - POLICE UNDESGNTD GRANTS	<15,264.06>	11,898.28	.00	6,390.23	<3,024.45>
221 - EMPLOYEE BENEFIT FUND	1,717,522.09	.00	.00	<1,280,104.26>	<437,417.83>
223 - POLICE/FIRE RETIREMENT	565,252.01	.00	.00	<269,676.58>	<295,575.43>
230 - POLICE DONATION FUND	31,020.73	.00	.00	<43,169.88>	12,149.15
233 - SOFTBALL ASSOCIATION	42,533.51	.00	.00	<44,221.12>	1,687.61
235 - FIRE DEPT DONATION FUND	3,350.92	.00	.00	<4,560.83>	1,209.91
236 - M'TOWN TENNIS ASSOC	2,090.79	.00	.00	<2,086.71>	<4.08>
238 - CITY TORT LIABILITY	109,189.31	88.05	.00	<133,649.04>	24,371.68
240 - FIRE DEPT GRANTS	1.81	.00	.00	.00	<1.81>
242 - LIBRARY DONATION FUND	70,679.79	.00	.00	<57,144.70>	<13,535.09>
246 - SEIZED ASSETS FUND	32,100.02	.00	.00	<34,116.34>	2,016.32
247 - P & R DONATION FUND	49,603.03	.00	.00	<47,245.15>	<2,357.88>
248 - ECONOMIC DEVELOPMENT	48,943.98	.00	.00	<48,848.31>	<95.67>
249 - SUBDIVIDER ESCROW	10,210.96	.00	.00	<10,190.99>	<19.97>
250 - TAX INCREMNT FINANCING	1,009,827.62	.00	.00	99,636.95	<1,109,464.57>
271 - HOUSING GRANTS	35,992.27	.00	.00	<14,622.51>	<21,369.76>
276 - LEAD GRANT #4	<211,464.47>	1,204.95	.00	112,084.34	98,175.18
277 - HUD EDI GRANTS	<8,776.50>	.00	.00	7,505.00	1,271.50
278 - LOW RENT VOUCHER PROGRM	118,758.16	91,350.78	.00	<278,785.37>	68,676.43
281 - CDBG NSP HSNG	<90,977.18>	.00	.00	85,385.52	5,591.66
282 - HUD LEAD MATCH	5,062.19	.00	.00	<23,075.86>	18,013.67
283 - LEAD GRANT #5	<32,387.63>	.00	.00	.00	32,387.63
290 - E911 SURCHARGE	353,525.51	.00	.00	<248,335.79>	<105,189.72>
291 - LOCAL OPTION SALES TAX	2,631,789.44	.00	.00	<1,819,892.82>	<811,896.62>
311 - GO BONDS DEBT FUND	2,013,810.47	.00	.00	<19,230.94>	<1,994,579.53>
401 - BIKE PATH - PHASE II	95,250.51	.00	.00	<45,163.85>	<50,086.66>
416 - FEDERAL STREET GRANTS	<17,162.01>	.00	.00	.00	17,162.01
450 - CIP COLLECTION FUND	692,859.69	.00	.00	<458,672.19>	<234,187.50>
460 - AIRPORT PROJECT	1,120.67	.00	.00	91,685.99	<92,806.66>
462 - SPEC ASSMNT PROJECTS	<76,854.95>	64,611.00	.00	29,965.95	<17,722.00>
471 - POLICE AND FIRE BUILD	193,951.84	.00	.00	42,462.50	<236,414.34>
473 - 2014 GO BONDS	2,006,124.25	.00	.00	.00	<2,006,124.25>
477 - TREES FOREVER PROJECT	7,467.66	.00	.00	<2,699.90>	<4,767.76>
489 - CAPITAL STREET PROJECTS	178,365.20	.00	.00	<178,014.86>	<350.34>

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

DESCRIPTION	ASSETS: CASH AND INVESTMNTS	ASSETS: ACCOUNTS RECEIVABLE	ASSETS: FIXED ASSETS	LIABILITES & NET ASSETS	NET (INCOME) / EXPENSE
490 - GO BOND CAPITAL PRJS	3,404.00	7,069.00	.00	61,249.52	<71,722.52>
491 - TIF DISTRICT II CAP PRJ	<431,058.84>	.00	.00	136,850.86	294,207.98
492 - TIF DISTRICT 3 CAP PRJS	7,795.17	.00	.00	<176,679.77>	168,884.60
494 - PUBLIC WORKS FACILITY	17,733.82	.00	.00	<17,629.17>	<104.65>
499 - CARNEGIE BLDG REHAB	7,576.92	.00	.00	<27,387.12>	19,810.20
510 - STORM SEWER	399,016.63	41,189.76	12,225,299.30	<12,267,864.20>	<397,641.49>
520 - WPCP OPERATING FUND	200.00	.00	30,620,034.72	<30,628,093.27>	7,858.55
521 - WPCP REVENUE FUND	7,641,629.76	570,791.41	.00	<5,672,963.00>	<2,539,458.17>
526 - WPCP CAP IMPR RESERVE	1,134,188.51	.00	.00	<1,131,922.00>	<2,266.51>
527 - WPCP PLANT & IMPROVE	<22,793.20>	.00	.00	.00	22,793.20
528 - SANITARY SEWER REHAB	1,005,740.27	.00	.00	<7,205,060.25>	6,199,319.98
529 - SEWER NEW CONSTRUCTION	6,385.00	15.00	.00	.00	<6,400.00>
530 - COMPOSTING	149,578.19	2,280.65	84,272.58	<207,785.46>	<28,345.96>
540 - P&R CONCESSIONS	24,390.72	.00	.00	<29,412.39>	5,021.67
550 - TRANSIT OPERATING	141,808.68	.00	1,549,310.42	<1,777,077.52>	85,958.42
551 - (D) PARATRANSIT	<30.00>	30.00	.00	.00	.00
681 - OCCUP INSUR ESCROW	154,798.58	.00	.00	<206,323.67>	51,525.09
684 - GRP HEALTH INS ESCROW	2,762,237.21	37,372.46	.00	<2,792,314.10>	<7,295.57>
686 - W.C. DEDUCTIBLE	37,529.87	.00	.00	<37,487.02>	<42.85>
801 - POLICE PENSION	<711.07>	.00	.00	.00	711.07
844 - SALES TAX	1,227.05	.00	.00	<1,227.05>	.00
870 - SURETY BONDS/DEPOSITS	1,072.26	.00	.00	<1,072.26>	.00
871 - IA STATE SLEUTH	14,833.03	.00	.00	<14,833.03>	.00
991 - CAPITAL ASSET FUND	.00	.00	44,313,843.16	<44,313,843.16>	.00
999 - PAYROLL LIABILITY ACCTS	185,500.60	.00	.00	<185,500.60>	.00
GRAND TOTAL	30,944,259.09	1,136,706.33	88,792,760.18	<117,295,377.81>	<3,578,347.79>

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

DESCRIPTION	INVESTMNTS
0214.000 WELLS FARGO MONEY MARKET	
00999 CITY-MARSHALLTWN POOLED CASH	
	18,034,253.11
0214.000 WELLS FARGO MONEY MARKET	18,034,253.11
0215.000 IPAIT MONEY MARKET	
00471 POLICE & FIRE STATIONS	
00031132 2014A GO BONDS - STREET	.47
00473 2014 GO BONDS	
00031132 2014A GO BONDS - STREET	4.24
0215.000 IPAIT MONEY MARKET	4.71
0265.000 IPAIT CD (> 1 YR)	
00521 WPCP REVENUE	
	2,000,000.00
0265.000 IPAIT CD (> 1 YR)	2,000,000.00
0267.000 FARMERS CD (> 1 YR)	
00684 GROUP HEALTH INSURANCE ESCROW	
	1,000,000.00
0267.000 FARMERS CD (> 1 YR)	1,000,000.00
	21,034,257.82

For the Ten Months Ending April 30, 2015

	DESCRIPTION	THIS MONTH ACTUAL	AMNDED BGT	Y-T-D ACTUAL	REMAING BUDGET	% REMAINING
REVENUES						
4010	PROPERTY TAXES	3,602,643.69	10,397,290	9,168,059.84	1,229,230.16	11.82 %
4090	TIF TAXES	431,039.87	1,246,643	1,111,137.80	135,505.20	10.87 %
4100	OTHER CITY TAXES	760,919.92	4,594,795	4,367,885.13	226,909.87	4.94 %
4200	LICENSES & PERMITS	25,085.00	197,850	271,325.83	<73,475.83>	37.14-%
4600	USE OF MONEY & PROPERTY	30,876.79	221,861	183,087.17	38,773.83	17.48 %
4300	INTERGOVERNMENTAL REVENUE	794,490.42	10,213,748	6,511,635.14	3,702,112.86	36.25 %
4400	CHARGES FOR SERVICES	767,525.43	7,013,791	6,164,970.81	848,820.19	12.10 %
4500	FINES & FORFEITURES	18,447.34	213,800	113,255.61	100,544.39	47.03 %
4700	SPECIAL ASSESSMENTS	.00	15,000	14,730.00	270.00	1.80 %
4800	MISCELLANEOUS REVENUES	106,985.06	1,144,636	1,606,264.80	<461,628.80>	40.33-%
4900	OTHER FINANCING SOURCES	.00	23,500,000	2,999,764.87	20,500,235.13	87.24 %
**TOTAL REVENUES		6,538,013.52	58,759,414	32,512,117.00	26,247,297.00	44.67 %
EXPENDITURES						
PUBLIC SAFETY						
5005	SALARIES	393,331.11	5,381,121	4,357,895.77	1,023,225.23	19.02 %
5100	BENEFITS	198,401.72	2,640,724	2,075,230.53	565,493.47	21.41 %
5205	OPERATING	132,681.38	789,288	654,590.92	134,697.08	17.07 %
5700	CAPITAL OUTLAY	11,203.66	411,650	206,121.05	205,528.95	49.93 %
**TOTAL PUBLIC SAFETY		735,617.87	9,222,783	7,293,838.27	1,928,944.73	20.91 %
PUBLIC WORKS						
5005	SALARIES	76,013.29	1,107,430	877,694.14	229,735.86	20.74 %
5100	BENEFITS	30,789.49	542,812	379,323.73	163,488.27	30.12 %
5205	OPERATING	147,369.59	2,084,812	1,806,040.04	278,771.96	13.37 %
5700	CAPITAL OUTLAY	.00	502,250	23,951.06	478,298.94	95.23 %
**TOTAL PUBLIC WORKS		254,172.37	4,237,304	3,087,008.97	1,150,295.03	27.15 %
HEALTH AND SOCIAL SERVICES						
5005	SALARIES	41,366.12	818,482	442,222.46	376,259.54	45.97 %
5100	BENEFITS	13,113.26	152,638	133,208.70	19,429.30	12.73 %
5205	OPERATING	140,183.08	660,525	899,197.90	<238,672.90>	36.13-%
5700	CAPITAL OUTLAY	8,995.00	15,150	27,307.85	<12,157.85>	80.25-%
**TOTAL HEALTH & SOCIAL SERVS		203,657.46	1,646,795	1,501,936.91	144,858.09	8.80 %

For the Ten Months Ending April 30, 2015

	DESCRIPTION	THIS MONTH ACTUAL	AMNDED BGT	Y-T-D ACTUAL	REMAING BUDGET	% REMAINING
CULTURE AND RECREATION						
5005	SALARIES	84,656.11	1,148,247	957,994.22	190,252.78	16.57 %
5100	BENEFITS	35,366.68	405,321	316,723.92	88,597.08	21.86 %
5205	OPERATING	169,339.44	1,076,676	800,236.77	276,439.23	25.68 %
5700	CAPITAL OUTLAY	8,893.61	275,980	148,829.03	127,150.97	46.07 %
**TOTAL CULTURE & RECREATION		298,255.84	2,906,224	2,223,783.94	682,440.06	23.48 %
COMMUNITY & ECONOMIC DEVELMNT						
5005	SALARIES	12,469.53	244,334	168,099.22	76,234.78	31.20 %
5100	BENEFITS	3,569.79	86,696	52,991.98	33,704.02	38.88 %
5205	OPERATING	77,611.91	4,006,567	1,168,913.31	2,837,653.69	70.83 %
5700	CAPITAL OUTLAY	.00	2,000	.00	2,000.00	100.00 %
**TOTAL COMM & ECONOMIC DV		93,651.23	4,339,597	1,390,004.51	2,949,592.49	67.97 %
GENERAL GOVERNMENT						
5005	SALARIES	47,175.17	838,917	559,054.65	279,862.35	33.36 %
5100	BENEFITS	16,051.68	240,048	178,346.27	61,701.73	25.70 %
5205	OPERATING	34,245.01	434,462	261,942.69	172,519.31	39.71 %
5700	CAPITAL OUTLAY	927.34	331,065	35,537.92	295,527.08	89.27 %
5865	OTHER EXPENDITURES	574.20	0	6,456.74	<6,456.74>	.00 %
**TOTAL GENERAL GOVERNMENT		98,973.40	1,844,492	1,041,338.27	803,153.73	43.54 %
ENTERPRISES						
5005	SALARIES	119,072.16	1,647,099	1,260,093.34	387,005.66	23.50 %
5100	BENEFITS	41,898.75	604,694	443,587.50	161,106.50	26.64 %
5205	OPERATING	613,387.40	3,416,418	8,066,880.62	<4,650,462.62>	136.12-%
5700	CAPITAL OUTLAY	7,231.23	7,092,622	61,087.43	7,031,534.57	99.14 %
5800	DEBT SERVICE PAYMENTS	17,415.14	1,380,806	392,974.54	987,831.46	71.54 %
5865	OTHER EXPENDITURES	333.54	4,000	2,488.94	1,511.06	37.78 %
**TOTAL ENTERPRISES		799,338.22	14,145,639	10,227,112.37	3,918,526.63	27.70 %
5000	**DEBT SERVICE	.00	3,415,195	397,962.27	3,017,232.73	88.35 %
5000	**CAPITAL PROJECTS	3,228.61	19,748,017	1,725,885.96	18,022,131.04	91.26 %
***TOTAL EXPENDITURES		2,486,895.00	61,506,046	28,888,871.47	32,617,174.53	53.03 %

DESCRIPTION	THIS MONTH ACTUAL	AMNDED BGT	Y-T-D ACTUAL	REMAING BUDGET	% REMAINING
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	4,051,118.52	<2,746,632>	3,623,245.53	<6,369,877.53>	231.92-%

For the Ten Months Ending April 30, 2015

	DESCRIPTION	PERSONAL SERVICES	OPERATING	CAPITAL OUTLAY	DEBT/OTHER COSTS	TOTAL EXPENSES	AMENDED BUDGET	REMAINING AMND BGT
2014								
100	PUBLIC SAFETY							
110	Police Administratio	3,567,960	329,411	154,660	0	4,052,031	4,973,895	921,864
113	Police Dispatch	704,424	134,928	15,111	0	854,463	1,146,381	291,918
140	Fire Protection	1,977,875	100,725	36,350	0	2,114,950	2,709,728	594,778
141	Fire Training Divisi	100,721	5,004	0	0	105,725	198,255	92,530
142	Fire Prevention Bure	82,146	3,003	0	0	85,149	122,304	37,155
170	Civil Defense	0	23,859	0	0	23,859	28,775	4,916
180	Flood Control	0	17,836	0	0	17,836	0	<17,836>
240	Animal Control	0	39,825	0	0	39,825	43,445	3,620
100	PUBLIC SAFETY	6,433,126	654,591	206,121	0	7,293,838	9,222,783	1,928,945
200	PUBLIC WORKS							
120	Traffic Safety	115,085	70,684	0	0	185,769	274,621	88,852
160	Street Lighting	19,034	133,209	0	0	152,243	250,277	98,034
540	Solid Waste	0	113,027	0	0	113,027	113,708	681
710	Street Maintenance	731,999	281,108	21,184	0	1,034,291	2,171,185	1,136,894
711	Street Cleaning	1,623	8,182	0	0	9,805	7,500	<2,305>
712	Snow Removal	58,470	120,830	0	0	179,300	256,200	76,900
740	Sidewalks	0	22,959	0	0	22,959	55,000	32,041
750	Street Construction	0	957,330	0	0	957,330	466,000	<491,330>
760	Engineering	304,125	35,480	2,767	0	342,372	507,195	164,823
770	Airport	0	59,415	0	0	59,415	80,994	21,579
790	Parking System	26,682	3,816	0	0	30,498	54,624	24,126
200	PUBLIC WORKS	1,257,018	1,806,040	23,951	0	3,087,009	4,237,304	1,150,295
300	HEALTH AND SOCIAL SER							
210	Community Health	256,426	839,660	27,240	0	1,123,326	1,137,987	14,661
480	Senior Citizens Prog	0	27,424	0	0	27,424	68,050	40,626
550	Electrical Inspectio	57,114	1,775	67	0	58,956	73,946	14,990
560	Building Inspection	143,872	3,883	0	0	147,755	184,565	36,810
561	Rental Inspection	78,094	8,004	0	0	86,098	78,642	<7,456>
581	Nuisance Cleanup	39,926	18,453	0	0	58,379	103,605	45,226
300	HEALTH AND SOCIAL SER	575,432	899,199	27,307	0	1,501,938	1,646,795	144,857
400	CULTURE AND RECREATIO							
310	Library	571,088	131,485	123,763	0	826,336	1,044,313	217,977
330	City Band	5,371	532	0	0	5,903	9,992	4,089
340	Fisher Community Cen	0	70,363	0	0	70,363	76,760	6,397
410	Parks	400,448	157,736	23,950	0	582,134	784,359	202,225
420	Recreation	92,685	21,558	586	0	114,829	207,060	92,231
421	Playgrounds/School	117,243	18,678	300	0	136,221	187,667	51,446
440	Swimming Pools	32,691	115,689	0	0	148,380	213,986	65,606
451	Coliseum	21,667	18,099	230	0	39,996	47,077	7,081
460	Convention & Tourism	0	255,932	0	0	255,932	263,390	7,458
545	Cable TV	33,525	10,166	0	0	43,691	71,620	27,929

	DESCRIPTION	PERSONAL SERVICES	OPERATING	CAPITAL OUTLAY	DEBT/OTHER COSTS	TOTAL EXPENSES	AMENDED BUDGET	REMAINING AMND BGT
400	CULTURE AND RECREATIO							
400	CULTURE AND RECREATIO	1,274,718	800,238	148,829	0	2,223,785	2,906,224	682,439
580	Community Beautifica	5,443	6,807	0	0	12,250	22,770	10,520
660	Economic Development	0	106,982	0	0	106,982	184,000	77,018
690	Housing	142,841	1,041,020	0	0	1,183,861	4,032,523	2,848,662
715	Tree Removal/Maint	5,393	0	0	0	5,393	0	<5,393>
870	Planning & Zoning	67,414	14,104	0	0	81,518	100,304	18,786
500	COMMUNITY AND ECONOMI	221,091	1,168,913	0	0	1,390,004	4,339,597	2,949,593
600	GENERAL GOVERNMENT							
810	City Council	18,881	486	0	0	19,367	25,422	6,055
820	Technical Services	84,843	2,473	0	0	87,316	106,290	18,974
830	Mayor	7,231	415	0	0	7,646	13,872	6,226
831	City Administrator	106,393	2,534	0	0	108,927	154,784	45,857
840	City Clerk	80,073	21,256	0	1,764	103,093	129,984	26,891
850	Finance	343,873	73,150	1,170	4,246	422,439	728,180	305,741
860	Legal	0	65,267	0	0	65,267	90,000	24,733
880	City Hall	15,934	66,756	0	0	82,690	134,120	51,430
881	Carnegie Building	0	0	0	0	0	30,000	30,000
889	Elections	0	0	0	0	0	8,900	8,900
890	General Government	0	5,530	0	447	5,977	161,805	155,828
891	Data Processing	80,174	24,075	34,368	0	138,617	261,135	122,518
600	GENERAL GOVERNMENT	737,402	261,942	35,538	6,457	1,041,339	1,844,492	803,153
700	BUSINESS TYPE							
430	Pool Concessions	11,436	12,722	0	0	24,158	59,087	34,929
520	Sewage Treatment	887,379	1,513,486	60,003	80,834	2,541,702	4,159,020	1,617,318
531	Storm Sewer - WPCP	232,648	55,025	192	0	287,865	1,574,133	1,286,268
532	Dike Maintenance	14,270	14,265	605	0	29,140	43,834	14,694
533	Storm Sewer - Permit	0	0	0	0	0	8,000	8,000
540	Solid Waste	16,064	11,383	0	23	27,470	30,055	2,585
590	Sanitary Sewers	194,789	6,255,396	288	314,606	6,765,079	7,511,875	746,796
780	Bus	347,095	204,603	0	0	551,698	759,635	207,937
700	BUSINESS TYPE	1,703,681	8,066,880	61,088	395,463	10,227,112	14,145,639	3,918,527
800	DEBT SERVICE							
990	Intragovernmental Se	0	0	0	397,962	397,962	3,415,195	3,017,233
800	DEBT SERVICE	0	0	0	397,962	397,962	3,415,195	3,017,233
900	CAPITAL PROJECTS							
		0	17,162	0	0	17,162	975,000	957,838

	DESCRIPTION	PERSONAL SERVICES	OPERATING	CAPITAL OUTLAY	DEBT/OTHER COSTS	TOTAL EXPENSES	AMENDED BUDGET	REMAINING AMND BGT
110	Police Administratio	0	10,842	0	0	10,842	8,500,000	8,489,158
140	Fire Protection	0	7,252	0	0	7,252	7,800,000	7,792,748
310	Library	0	9,284	10,542	0	19,826	0	<19,826>
410	Parks	0	1,571	0	0	1,571	900	<671>
530	Storm Sewer - Engine	0	0	7,443	0	7,443	550,000	542,557
580	Community Beautifica	0	317	0	0	317	3,000	2,683
710	Street Maintenance	0	50,447	0	0	50,447	1,000,000	949,553
740	Sidewalks	0	0	0	0	0	50,000	50,000
750	Street Construction	0	1,419,301	1,500	0	1,420,801	869,117	<551,684>
756	Municipal Collector	0	167,677	0	0	167,677	0	<167,677>
770	Airport	0	22,549	0	0	22,549	0	<22,549>
900	CAPITAL PROJECTS	0	1,706,402	19,485	0	1,725,887	19,748,017	18,022,130
2014		12,202,468	15,364,205	522,319	799,882	28,888,874	61,506,046	32,617,172

	COUNCIL DATE: June 8, 2015	
VISA	$21,146.36	
ACH'S	$4,919,924.85	
CHECKS	$231,589.60	
PAYROLL #10	$532,656.54	
VOIDS	$0.00	
	$5,705,317.35	TOTAL FOR COUNCIL

101310.5450.000	A T & T	WIRELESS SERVICE	31.89
278690.5240.510	ABC RENTALS	RENT ASSISTANCE	259.00
101440.5600.054	ACCO UNLIMITED CORP	AQUATIC SUPPLIES	1,110.95
101440.5600.054	ACCO UNLIMITED CORP	STABILIZER	250.00
204420.5600.000	ADLAND ENGRAVING CO INC	LIVE HEALTHY SHIRTS	3,432.00
101420.5132.000	ADLAND ENGRAVING CO INC	P&R STAFF SHIRTS	141.48
101421.5132.000	ADLAND ENGRAVING CO INC	P&R STAFF SHIRTS	141.48
230110.5600.000	AERISOURCE FUNDING INC	57 BIKE HELMETS	510.15
520520.5600.000	AIRGAS USA, LLC	LEL SENSOR	335.87
206710.5600.000	AIRGAS USA, LLC	CYLINDER RENTAL	50.50
101110.5450.000	ALLIANCE CONNECT	5/1-5/31 PHONES	477.96
290113.5450.000	ALLIANCE CONNECT	5/1-5/31 PHONES	241.45
101420.5450.000	ALLIANCE CONNECT	5/1-5/31 PHONES	197.76
101890.5450.000	ALLIANCE CONNECT	5/1-5/31 PHONES	165.63
101140.5450.000	ALLIANCE CONNECT	5/1-5/31 PHONES	136.78
101310.5450.000	ALLIANCE CONNECT	5/1-5/31 PHONES	136.78
520520.5450.000	ALLIANCE CONNECT	5/1-5/31 PHONES	110.83
278690.5450.000	ALLIANCE CONNECT	5/1-5/31 PHONES	103.01
206710.5450.000	ALLIANCE CONNECT	5/1-5/31 PHONES	101.35
101840.5450.000	ALLIANCE CONNECT	5/1-5/31 PHONES	69.22
101850.5450.000	ALLIANCE CONNECT	5/1-5/31 PHONES	69.22
550780.5450.000	ALLIANCE CONNECT	5/1-5/31 PHONES	65.92
101440.5450.000	ALLIANCE CONNECT	5/1-5/31 PHONES	64.26
101560.5450.000	ALLIANCE CONNECT	5/1-5/31 PHONES	35.43
101561.5450.000	ALLIANCE CONNECT	5/1-5/31 PHONES	35.43
101770.5450.000	ALLIANCE CONNECT	5/1-5/31 PHONES	35.43
101830.5450.000	ALLIANCE CONNECT	5/1-5/31 PHONES	35.43
101831.5450.000	ALLIANCE CONNECT	5/1-5/31 PHONES	35.43
206760.5450.000	ALLIANCE CONNECT	5/1-5/31 PHONES	35.43
283210.5450.000	ALLIANCE CONNECT	5/1-5/31 PHONES	35.43
283210.5450.000	ALLIANCE CONNECT	5/1-5/31 PHONES	35.43
101581.5450.000	ALLIANCE CONNECT	5/1-5/31 PHONES	33.79
101820.5450.000	ALLIANCE CONNECT	5/1-5/31 PHONES	33.79
101870.5450.000	ALLIANCE CONNECT	5/1-5/31 PHONES	33.79

152451.5450.000	ALLIANCE CONNECT	5/1-5/31 PHONES	33.79
206120.5450.000	ALLIANCE CONNECT	5/1-5/31 PHONES	33.79
283210.5450.000	ALLIANCE CONNECT	5/1-5/31 PHONES	33.79
290113.5450.000	ALLIANCE CONNECT	5/1-5/31 PHONES	33.79
101480.5450.000	ALLIANCE CONNECT	5/1-5/31 PHONES	32.13
101891.5450.000	ALLIANCE CONNECT	5/1-5/31 PHONES	32.13
233410.5450.000	ALLIANCE CONNECT	5/1-5/31 PHONES	32.13
510531.5450.000	ALLIANCE CONNECT	5/1-5/31 PHONES	22.25
520590.5450.000	ALLIANCE CONNECT	5/1-5/31 PHONES	14.84
101890.5450.000	ALLIANCE CONNECT	5/1-5/31 PHONES	4.92
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	14,911.10
101440.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	901.39
233410.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	413.09
101440.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	391.72
101770.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	339.85
520590.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	251.94
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	107.21
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	105.81
520590.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	80.79
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	78.95
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	70.09
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	56.52
101410.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	53.46
101410.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	50.54
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	47.29
101410.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	46.76
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	46.06
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	40.17
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	38.56
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	35.87
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	32.24
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	31.36
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	30.68
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	30.05
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	28.95
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	28.57
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	28.41
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	28.19
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	27.90
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	26.88
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	26.39
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	26.13
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	25.75
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	25.75
101410.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	23.14
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	22.92
101410.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	22.08

206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	21.97
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	20.22
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	18.93
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	18.93
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	18.93
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	18.01
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	17.81
281690.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	17.48
101410.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	16.97
101410.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	11.68
281690.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	9.47
101310.5732.300	AMAZON.COM	DVDS	299.75
101310.5732.300	AMAZON.COM	BOOKS	121.73
101310.5732.300	AMAZON.COM	JUVENILE BOOKS	97.92
206710.5570.000	AMAZON.COM	VEHICLE MAINT BOOKS	97.36
101310.5732.320	AMAZON.COM	MEM/LOST DVD	75.84
101310.5732.320	AMAZON.COM	MEMORIAL BOOKS	69.73
101310.5732.320	AMAZON.COM	MEMORIAL BOOKS	63.20
101310.5732.300	AMAZON.COM	DVDS	49.99
101310.5600.000	AMAZON.COM	SUPPLIES	47.82
206710.5570.000	AMAZON.COM	VEHICLE MAINT BOOKS	44.89
101310.5732.250	AMAZON.COM	REFERENCE BOOKS	36.16
101880.5600.000	AMAZON.COM	OP SUPPLIES	36.04
101310.5732.320	AMAZON.COM	MEM/LOST DVD	33.13
101310.5732.300	AMAZON.COM	DVDS	29.78
101310.5732.320	AMAZON.COM	MEM/LOST DVD	28.12
101310.5732.300	AMAZON.COM	BOOKS	27.76
101310.5732.300	AMAZON.COM	BOOKS	26.48
242310.5600.000	AMAZON.COM	COUPON BOOK	25.76
101310.5732.300	AMAZON.COM	BOOK	24.36
101890.5600.000	AMAZON.COM	AC ADAPTER	22.49
101310.5732.300	AMAZON.COM	SPANISH BOOK	20.87
101310.5732.300	AMAZON.COM	BOOK	18.96
101310.5732.300	AMAZON.COM	BOOK	18.89
101310.5732.300	AMAZON.COM	BOOK	18.60
101310.5732.300	AMAZON.COM	DVDS	16.79
101310.5732.300	AMAZON.COM	AUDIO BOOK	16.71
101310.5732.320	AMAZON.COM	MEMORIAL BOOKS	16.57
101310.5732.320	AMAZON.COM	MEMORIAL BOOKS	15.95
101310.5732.300	AMAZON.COM	JUVENILE BOOKS	15.83
101310.5732.320	AMAZON.COM	MEMORIAL BOOKS	14.81
101310.5732.300	AMAZON.COM	JUVENILE BOOKS	14.77
101310.5732.300	AMAZON.COM	BOOKS	14.35
101310.5732.300	AMAZON.COM	BOOK	14.15
101310.5732.320	AMAZON.COM	MEMORIAL BOOKS	14.10
101310.5732.320	AMAZON.COM	MEM/LOST DV	13.70
101310.5732.320	AMAZON.COM	MEMORIAL BOOKS	13.47

101310.5732.300	AMAZON.COM	BOOK	12.99
101310.5732.300	AMAZON.COM	JUVENILE BOOKS	12.91
101310.5732.300	AMAZON.COM	BOOK	12.66
101310.5732.300	AMAZON.COM	BOOK	12.12
101310.5732.300	AMAZON.COM	JUVENILE BOOKS	11.21
101310.5732.300	AMAZON.COM	JUVENILE BOOKS	11.13
101310.5732.300	AMAZON.COM	JUVENILE BOOKS	11.10
101310.5732.300	AMAZON.COM	JUVENILE BOOKS	10.76
101310.5732.300	AMAZON.COM	BOOK	10.49
101310.5732.320	AMAZON.COM	MEMORIAL BOOKS	10.43
101310.5732.300	AMAZON.COM	BOOK	9.72
101310.5732.300	AMAZON.COM	BOOK	9.62
101310.5732.320	AMAZON.COM	MEM/LOST DVD	9.26
101310.5732.300	AMAZON.COM	DVD	8.77
101310.5732.300	AMAZON.COM	AUDIO BOOK	7.86
101310.5732.300	AMAZON.COM	JUVENILE BOOKS	7.84
101310.5732.320	AMAZON.COM	MEM/LOST DVD	7.59
101310.5732.320	AMAZON.COM	MEM/LOST DVD	7.02
101310.5732.320	AMAZON.COM	MEM/LOST DVD	6.46
101310.5732.320	AMAZON.COM	MEM/LOST DVD	6.36
101310.5732.320	AMAZON.COM	MEM/LOST DVD	6.16
101310.5732.300	AMAZON.COM	BOOK	5.97
101310.5732.300	AMAZON.COM	BOOK	4.95
101310.5732.320	AMAZON.COM	MEM/LOST DVD	4.93
101310.5732.300	AMAZON.COM	DVD	4.47
101310.5732.300	AMAZON.COM	BOOK	4.00
101310.5732.300	AMAZON.COM	DVD	4.00
101310.5732.300	AMAZON.COM	DVD	4.00
101310.5732.300	AMAZON.COM	REFUND	(0.97)
101310.5732.300	AMAZON.COM	REFUND	(1.00)
101310.5732.300	AMAZON.COM	REFUND	(4.95)
101310.5732.300	AMAZON.COM	REFUND	(12.01)
278690.5240.510	AMES RENTAL PROPERTIES COOP	RENT ASSISTANCE	373.00
278690.5240.510	AMES RENTAL PROPERTIES COOP	RENT ASSISTANCE	95.00
278690.5240.510	ANDY CHOATE	RENT ASSISTANCE	393.00
101240.5331.500	ANIMAL RESCUE LEAGUE	MONTHLY PAYMENT	3,620.38
278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSISTANCE	396.00
278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSISTANCE	361.00
278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSISTANCE	308.00
278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSISTANCE	251.00
278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSISTANCE	215.00
278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSISTANCE	190.00
101770.5570.000	ARNOLD MOTOR SUPPLY	TRACTOR PARTS	133.98
206710.5600.000	ARNOLD MOTOR SUPPLY	SUPPLIES	58.88
206710.5600.000	ARNOLD MOTOR SUPPLY	BRAKE CLEAN	53.86
206710.5600.000	ARNOLD MOTOR SUPPLY	19PC DRIVE SET	50.91
101410.5562.000	ARNOLD MOTOR SUPPLY	#714 DECK PART	44.59

206710.5570.000	ARNOLD MOTOR SUPPLY	PARTS	43.67
520520.5600.000	ARNOLD MOTOR SUPPLY	PAINT	43.29
520520.5600.000	ARNOLD MOTOR SUPPLY	PAINT	43.29
206710.5570.000	ARNOLD MOTOR SUPPLY	PAINT	23.90
101410.5570.000	ARNOLD MOTOR SUPPLY	#701 FILTER	14.44
206710.5570.000	ARNOLD MOTOR SUPPLY	HOSE CLAMP	7.74
206710.5570.000	ARNOLD MOTOR SUPPLY	FILTER	7.69
206710.5570.000	ARNOLD MOTOR SUPPLY	AIR FILTER	5.81
206710.5570.000	ARNOLD MOTOR SUPPLY	AIR FILTER	4.66
283210.5460.030	AUNTIE ANNE'S	FOOD - HUD	8.28
311990.5810.000	BANKERS TRUST	G.O. BONDS	1,150,000.00
520590.5810.000	BANKERS TRUST	G.O. BONDS	496,000.00
311990.5810.000	BANKERS TRUST	G.O. BONDS	375,000.00
520520.5810.000	BANKERS TRUST	G.O. BONDS	355,000.00
311990.5810.000	BANKERS TRUST	G.O. BONDS	325,000.00
311990.5810.000	BANKERS TRUST	G.O. BONDS	310,000.00
520590.5810.000	BANKERS TRUST	G.O. BONDS	298,000.00
311990.5810.000	BANKERS TRUST	G.O. BONDS	150,000.00
311990.5810.000	BANKERS TRUST	G.O. BONDS	150,000.00
311990.5810.000	BANKERS TRUST	G.O. BONDS	140,000.00
311990.5810.000	BANKERS TRUST	G.O. BONDS	140,000.00
520590.5810.000	BANKERS TRUST	G.O. BONDS	112,000.00
520590.5820.000	BANKERS TRUST	G.O. BONDS	79,750.00
520520.5820.000	BANKERS TRUST	G.O. BONDS	68,762.50
311990.5820.000	BANKERS TRUST	G.O. BONDS	59,500.00
520590.5820.000	BANKERS TRUST	G.O. BONDS	46,917.30
311990.5820.000	BANKERS TRUST	G.O. BONDS	43,275.00
311990.5820.000	BANKERS TRUST	G.O. BONDS	42,593.75
520590.5820.000	BANKERS TRUST	G.O. BONDS	36,355.55
311990.5820.000	BANKERS TRUST	G.O. BONDS	24,785.00
311990.5820.000	BANKERS TRUST	G.O. BONDS	21,358.75
311990.5820.000	BANKERS TRUST	G.O. BONDS	18,969.38
311990.5820.000	BANKERS TRUST	G.O. BONDS	17,655.00
311990.5820.000	BANKERS TRUST	G.O. BONDS	4,926.25
311990.5830.000	BANKERS TRUST	G.O. BONDS	250.00
311990.5830.000	BANKERS TRUST	G.O. BONDS	250.00
311990.5830.000	BANKERS TRUST	G.O. BONDS	250.00
311990.5830.000	BANKERS TRUST	G.O. BONDS	250.00
311990.5830.000	BANKERS TRUST	G.O. BONDS	250.00
311990.5830.000	BANKERS TRUST	G.O. BONDS	250.00
311990.5830.000	BANKERS TRUST	G.O. BONDS	250.00
520590.5830.000	BANKERS TRUST	G.O. BONDS	250.00
520590.5830.000	BANKERS TRUST	G.O. BONDS	250.00
520590.5830.000	BANKERS TRUST	G.O. BONDS	250.00
520520.5830.000	BANKERS TRUST	G.O. BONDS	133.50
311990.5830.000	BANKERS TRUST	G.O. BONDS	116.50
278690.5240.510	BARBARA BROWN	RENT ASSISTANCE	43.00

520590.5600.000	BARCO MUNICIPAL PRODUCTS INC	SEWER DEPT	1,474.20
206760.5733.000	BDH INFORMATION TECHNOLOGY INC	CUSTOM CONFERENCE	8,809.00
206760.5734.000	BDH INFORMATION TECHNOLOGY INC	CUSTOM CONFERENCE	5,707.00
101891.5340.150	BDH INFORMATION TECHNOLOGY INC	WIFI WIRELESS	361.25
101891.5340.100	BDH INFORMATION TECHNOLOGY INC	SUPPORT CALL	85.00
101891.5340.150	BDH INFORMATION TECHNOLOGY INC	AQUATIC CTR	42.50
101891.5340.100	BDH INFORMATION TECHNOLOGY INC	SET UP RAND	21.25
681140.5339.000	BERNIE LOWE & ASSOCIATES, INC	411 MED CLAIMS	237.92
681140.5230.000	BERNIE LOWE & ASSOCIATES, INC	411 MED CLAIMS	17.30
278690.5240.510	BETTY BROWN	RENT ASSISTANCE	284.00
801110.5114.000	BETTY GOODING	PENSION PAYMENT	711.07
278690.5240.510	BILLY ARMSTRONG	RENT ASSISTANCE	182.00
278690.5240.570	BLANCA ARACELI CHAVEZ-CASTANEDA	UTILITY REIMBURSEMENT	7.00
520520.5410.000	BLINK ELECTRIC MOTORS INC	REPAIR	110.00
520520.5600.000	BLINK ELECTRIC MOTORS INC	BELTS	53.32
520520.5600.000	BLINK ELECTRIC MOTORS INC	CONC. ROOM	17.00
278690.5240.510	BLUFFWOOD PARTNERS LLC	RENT ASSISTANCE	419.00
278690.5240.510	BLUFFWOOD PARTNERS LLC	RENT ASSISTANCE	224.00
101410.5340.010	BOBS LAWN CARE & SNOW REMOVAL	CONTRACT MOWING	1,475.00
278690.5240.510	BOULDER COOPERATIVE HOUSING ASSOC	RENT ASSISTANCE	485.00
278690.5240.510	BOULDER COOPERATIVE HOUSING ASSOC	RENT ASSISTANCE	484.00
278690.5240.510	BOULDER COOPERATIVE HOUSING ASSOC	RENT ASSISTANCE	333.00
278690.5240.510	BOULDER COOPERATIVE HOUSING ASSOC	RENT ASSISTANCE	227.00
278690.5240.510	BRANT LUENSE	RENT ASSISTANCE	419.00
278690.5240.510	BRANT LUENSE	RENT ASSISTANCE	408.00
278690.5240.510	BRANT LUENSE	RENT ASSISTANCE	364.00
278690.5240.510	BRANT LUENSE	RENT ASSISTANCE	343.00
278690.5240.510	BRANT LUENSE	RENT ASSISTANCE	292.00
278690.5240.510	BRANT LUENSE	RENT ASSISTANCE	259.00
278690.5240.510	BRANT LUENSE	RENT ASSISTANCE	88.00
101140.5132.000	BROWN'S SHOE FIT CO	SHOES	100.00
278690.5240.510	BRYNGELSON CORP	RENT ASSISTANCE	279.00
278690.5240.510	BRYNGELSON CORP	RENT ASSISTANCE	249.00
283210.5460.030	BUBBA GUMPS	FOOD - HUD	44.89
278690.5240.510	CARROLL REYNOLDS JR	RENT ASSISTANCE	246.00
520520.5570.010	CASEY'S	FUEL	66.19
278690.5240.510	CENTRAL IA RESIDENTIAL SERV INC	RENT ASSISTANCE	124.00
278690.5240.510	CENTRAL IA RESIDENTIAL SERV INC	RENT ASSISTANCE	97.00
278690.5240.510	CENTRAL IA RESIDENTIAL SERV INC	RENT ASSISTANCE	97.00
278690.5240.510	CENTRAL IA RESIDENTIAL SERV INC	RENT ASSISTANCE	96.00
278690.5240.510	CENTRAL IA RESIDENTIAL SERV INC	RENT ASSISTANCE	63.00
278690.5240.510	CENTRAL IA RESIDENTIAL SERV INC	RENT ASSISTANCE	34.00
278690.5240.510	CENTRAL IA RESIDENTIAL SERV INC	RENT ASSISTANCE	30.00
101410.5600.080	CENTRAL IOWA DISTRIBUTING INC	BATHROOM SUPPLIES	3,763.50
247410.5600.080	CENTRAL IOWA DISTRIBUTING INC	BATHROOM SUPPLIES	502.70
101770.5570.000	CENTRAL IOWA FARM STORE INC	MOWER PARTS	220.60
520520.5410.000	CENTRAL IOWA MACHINE SHOP INC	PRIM#4 BRACKET	134.80

101770.5480.000	CENTRAL IOWA WATER ASSOCIATION	AIRPORT WATER	144.56
550780.5370.000	CENTRAL OFFICE SUPPLY	INK CARTRIDGE	29.24
206760.5600.000	CENTRAL OFFICE SUPPLY	PENS	1.37
233410.5718.000	CENTRAL RESTAURANT PRODUCTS	CASH REGISTER PARTS	374.27
101110.5450.000	CENTURYLINK	LONG DISTANCE SRVC	57.53
101480.5450.000	CENTURYLINK	LONG DISTANCE SRVC	54.95
290113.5450.000	CENTURYLINK	LONG DISTANCE SRVC	26.46
101310.5450.000	CENTURYLINK	LONG DISTANCE SRVC	12.19
101420.5450.000	CENTURYLINK	LONG DISTANCE SRVC	7.87
283210.5450.000	CENTURYLINK	LONG DISTANCE SRVC	5.56
278690.5450.000	CENTURYLINK	LONG DISTANCE SRVC	4.82
101831.5450.000	CENTURYLINK	LONG DISTANCE SRVC	4.46
101140.5450.000	CENTURYLINK	LONG DISTANCE SRVC	4.06
101820.5450.000	CENTURYLINK	LONG DISTANCE SRVC	3.89
101890.5450.000	CENTURYLINK	LONG DISTANCE SRVC	3.09
520520.5450.000	CENTURYLINK	LONG DISTANCE SRVC	3.07
206760.5450.000	CENTURYLINK	LONG DISTANCE SRVC	2.59
101850.5450.000	CENTURYLINK	LONG DISTANCE SRVC	2.33
206710.5450.000	CENTURYLINK	LONG DISTANCE SRVC	2.14
101480.5450.000	CENTURYLINK	LONG DISTANCE SRVC	1.91
101840.5450.000	CENTURYLINK	LONG DISTANCE SRVC	1.37
550780.5450.000	CENTURYLINK	LONG DISTANCE SRVC	1.34
101790.5450.000	CENTURYLINK	LONG DISTANCE SRVC	0.66
101870.5450.000	CENTURYLINK	LONG DISTANCE SRVC	0.61
520590.5450.000	CENTURYLINK	LONG DISTANCE SRVC	0.40
101860.5450.000	CENTURYLINK	LONG DISTANCE SRVC	0.31
510531.5450.000	CENTURYLINK	LONG DISTANCE SRVC	0.26
101830.5450.000	CENTURYLINK	LONG DISTANCE SRVC	0.25
101891.5450.000	CENTURYLINK	LONG DISTANCE SRVC	0.20
530540.5450.000	CENTURYLINK	LONG DISTANCE SRVC	0.04
206710.5610.510	CESSFORD CONSTRUCTION COMPANY	COLD MIX FOR HIWAYS	540.00
283210.5460.030	CHEFS DEFRANCE	FOOD - HUD	38.83
206710.5600.000	CHEMSEARCH	YIELD AEROZOL	187.24
206710.5132.000	CITY LAUNDERING COMPANY	STREET CLOTHING	75.04
206710.5132.000	CITY LAUNDERING COMPANY	STREET CLOTHING	75.04
206710.5132.000	CITY LAUNDERING COMPANY	STREET CLOTHING	75.04
206710.5132.000	CITY LAUNDERING COMPANY	STREET CLOTHING	75.04
206120.5132.000	CITY LAUNDERING COMPANY	UTILITY CLOTHING	43.81
206120.5132.000	CITY LAUNDERING COMPANY	UTILITY CLOTHING	35.53
206120.5132.000	CITY LAUNDERING COMPANY	UTILITY CLOTHING	35.53
206120.5132.000	CITY LAUNDERING COMPANY	UTILITY CLOTHING	35.53
206120.5132.000	CITY LAUNDERING COMPANY	UTILITY CLOTHING	35.53
206120.5132.000	CITY LAUNDERING COMPANY	UTILITY CLOTHING	31.01
206120.5132.000	CITY LAUNDERING COMPANY	UTILITY CLOTHING	28.06
206120.5132.000	CITY LAUNDERING COMPANY	UTILITY CLOTHING	28.06
206120.5132.000	CITY LAUNDERING COMPANY	UTILITY CLOTHING	28.06
206120.5132.000	CITY LAUNDERING COMPANY	UTILITY CLOTHING	28.06

206120.5132.000	CITY LAUNDERING COMPANY	UTILITY CLOTHING	28.06
550780.5132.000	CITY LAUNDERING COMPANY	TRANSIT CLOTHING	13.69
550780.5132.000	CITY LAUNDERING COMPANY	TRANSIT CLOTHING	11.84
550780.5132.000	CITY LAUNDERING COMPANY	TRANSIT CLOTHING	10.54
550780.5132.000	CITY LAUNDERING COMPANY	TRANSIT CLOTHING	10.54
206120.5132.000	CITY LAUNDERING COMPANY	JEAN CREDIT	(21.30)
101110.5340.010	CLEANING BY STEPHANIE	MAY JANITORIAL	1,000.00
278690.5240.510	CMHC INVESTMENTS	RENT ASSISTANCE	79.00
540430.5600.055	COCA COLA ENTERPRISES INC	CONCESSION	2,604.88
283210.5460.030	COLD STONE ICECREAM	FOOD - HUD	14.35
276210.5433.000	COMFORT INN	RELOCATION-HUD	509.60
276210.5433.000	COMFORT INN	RELOCATION-HUD	72.80
278690.5240.510	CONNIE WARREN	RENT ASSISTANCE	227.00
283210.5460.030	COSZ COM FRANCI- TAXI	TAXI - HUD	74.75
520520.5810.000	CRBT - CEDAR RAPIDS BANK & TRUST	PERF EDGE LOAN	8,017.79
520520.5820.000	CRBT - CEDAR RAPIDS BANK & TRUST	PERF EDGE LOAN	689.78
101310.5600.000	CRESCENT ELECTRIC SUPPLY CO	OP SUPPLIES	650.04
101480.5600.000	CRESCENT ELECTRIC SUPPLY CO	FLUORESCENT LAMP	74.81
101880.5600.000	CRESCENT ELECTRIC SUPPLY CO	LAMP	74.81
101770.5600.000	CRESCENT ELECTRIC SUPPLY CO	OP SUPPLIES	50.09
206160.5600.000	CRESCENT ELECTRIC SUPPLY CO	RETURN LAMP	(141.71)
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	307.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	263.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	257.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	253.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	253.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	253.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	253.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	246.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	246.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	244.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	236.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	235.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	230.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	226.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	208.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	192.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	170.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	169.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	157.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	149.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	135.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	117.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	95.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	68.00
206710.5570.000	CROP PRODUCTION SERVICES	MOBIL OIL&GAS	560.00
278690.5240.570	CRUZ RODRIGUEZ	UTILITY REIMURSEMENT	39.00

101140.5570.000	CUMMINS CENTRAL POWER, LLC	PRESSURE SENSOR	147.26
101140.5570.000	CUMMINS CENTRAL POWER, LLC	PRESSURE SENSOR	113.35
278690.5240.510	D & D RENTALS INC	RENT ASSISTANCE	438.00
278690.5240.510	D & D RENTALS INC	RENT ASSISTANCE	394.00
278690.5240.510	D & D RENTALS INC	RENT ASSISTANCE	257.00
278690.5240.510	D & D RENTALS INC	RENT ASSISTANCE	212.00
278690.5240.510	D & D RENTALS INC	RENT ASSISTANCE	97.00
278690.5240.510	D & L APARTMENTS	RENT ASSISTANCE	140.00
278690.5240.510	DALEEN MICHEL	RENT ASSISTANCE	575.00
278690.5240.510	DAVID M PYLE	RENT ASSISTANCE	121.00
278690.5240.510	DAVID TOULOUSE	RENT ASSISTANCE	484.00
101000.4474.160	DEAN BARBER	POOL PASS REFUND	60.00
278690.5240.510	DEBORAH SPECHT	RENT ASSISTANCE	214.00
278690.5240.510	DEBRA J OETKER	RENT ASSISTANCE	213.00
278690.5240.510	DEBRA J OETKER	RENT ASSISTANCE	168.00
278690.5240.510	DEBRA J OETKER	RENT ASSISTANCE	74.00
101000.4251.000	DENNIS BUCHANAN	OVERPAID LICENSE	25.00
206120.5600.000	DIAMOND VOGEL PAINTS	BLACK PAINT	78.40
278690.5240.510	DONNA STROHM	RENT ASSISTANCE	135.00
101660.5231.000	DORSEY & WHITNEY LLP	URBAN RENEWAL	11,750.06
471110.5231.000	DORSEY & WHITNEY LLP	2/20-4/30 LEGAL FEES	3,787.50
283210.5460.030	DOUBLETREE HOTELS	HOTEL - HUD	517.52
283210.5460.030	DOUBLETREE HOTELS	HOTEL - HUD	517.52
283210.5460.030	DOUBLETREE HOTELS	FOOD - HUD	31.72
283210.5460.030	DSM PARKING RAMP	PARKING - HUD	60.00
283210.5460.030	DUNKIN DONUTS	FOOD - HUD	2.11
520520.5600.000	ELECTRIC PUMP	GAUGE 5RYD3	242.40
520520.5600.000	ELECTRIC SUPPLY OF M'TOWN	LIGHT UNIT	576.65
101410.5600.080	ELECTRIC SUPPLY OF M'TOWN	OP SUPPLIES	34.30
101410.5600.080	ELECTRIC SUPPLY OF M'TOWN	OP SUPPLIES	24.52
283210.5460.030	EMERILS RESTAURANT	FOOD - HUD	54.40
283210.5600.031	ENVIRONMENTAL HAZARDS SERV	3107 S 12TH ST	58.00
101560.5600.000	EXECULINE BUSINESS	SUPPLIES	63.23
101310.5210.000	FACEBOOK	FACEBOOK AD	7.75
101310.5210.000	FACEBOOK	AD	3.21
278690.5240.510	FARRELL PROPERTIES, INC	RENT ASSISTANCE	292.00
278690.5240.510	FARRELL PROPERTIES, INC	RENT ASSISTANCE	219.00
278690.5240.510	FARRELL PROPERTIES, INC	RENT ASSISTANCE	214.00
278690.5240.510	FARRELL PROPERTIES, INC	RENT ASSISTANCE	200.00
206710.5600.000	FASTENAL COMPANY	SUPPLIES	51.63
206160.5600.000	FASTENAL COMPANY	OP SUPPLIES	25.42
206710.5600.000	FASTENAL COMPANY	GLASSES	21.63
206710.5600.000	FASTENAL COMPANY	SUPPLIES	13.81
206710.5600.000	FASTENAL COMPANY	SUPPLIES	13.36
206710.5600.000	FASTENAL COMPANY	SUPPLIES	4.37
276210.5360.000	FEDEX	MAILINGS TO EHS	389.99
101110.5600.000	FIDLAR TECHNOLOGIES, INC	55 JUV CITATION BOOKS	823.63

101310.5600.010	FIRST BOOK	YOUTH PROGRAM	435.99
101340.5331.500	FISHER COMMUNITY CENTER	MONTHLY APPROPRIATION	6,397.07
520520.5570.010	FOOD&GAS MART	FUEL TRUCK	125.00
290113.5749.000	FOUNDERS TELECOM	5 HEADSETS	506.95
527520.5230.030	FOX ENGINEERING ASSOCIATES INC	WPCP ULTRAVIOLET	7,875.00
520520.5230.030	FOX ENGINEERING ASSOCIATES INC	WPCP PERF EDGE	4,395.50
278690.5240.510	FRESE PROPERTIES LLC	RENT ASSISTANCE	398.00
278690.5240.510	FRIENDLY VALLEY APARTMENTS LLC	RENT ASSISTANCE	132.00
278690.5240.510	FRIENDLY VALLEY APARTMENTS LLC	RENT ASSISTANCE	103.00
101140.5132.000	GALL'S INC	BOOTS-FIRE DEPT	108.94
101110.5132.000	GALL'S INC	DUTY BELT	50.07
278690.5240.510	GARWIN TRUST % S KIENZLE	RENT ASSISTANCE	127.00
550780.5570.000	GILLIG LLC	SCREEN ASSY	108.00
230110.5460.000	GIT N GO	SUPPLIES	4.99
278690.5240.510	GLADBROOK HOUSING	RENT ASSISTANCE	171.00
278690.5240.510	GLENDA DRIVE LLC	RENT ASSISTANCE	575.00
278690.5240.510	GLENDA DRIVE LLC	RENT ASSISTANCE	530.00
278690.5240.510	GLENDA DRIVE LLC	RENT ASSISTANCE	484.00
278690.5240.510	GLENDA DRIVE LLC	RENT ASSISTANCE	473.00
278690.5240.510	GLENDA DRIVE LLC	RENT ASSISTANCE	351.00
278690.5240.510	GLENDA DRIVE LLC	RENT ASSISTANCE	325.00
278690.5240.510	GLENDA DRIVE LLC	RENT ASSISTANCE	47.00
278690.5240.510	GOSSARD MOBILE HOMES INC	RENT ASSISTANCE	135.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	287.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	269.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	250.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	249.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	246.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	245.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	242.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	230.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	221.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	203.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	194.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	185.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	176.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	161.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	157.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	127.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	118.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	96.00
311990.5810.000	GREAT WESTERN BANK	PRINCIPAL&INTEREST	102,187.50
278690.5240.510	GREGORY J SPECHT	RENT ASSISTANCE	393.00
520520.5600.030	HACH COMPANY	ASPIRATOR/NITROGEN	121.68
101110.5132.000	HAIX NORTH AMERICA	BOOTS	159.00
101110.5132.000	HAIX NORTH AMERICA	BOOTS	159.00
101110.5132.000	HAIX NORTH AMERICA	BOOTS	159.00

101440.5410.000	HARTWIG PLUMBING & HEATING INC	GAS LEAK CHECK	78.00
101142.5460.000	HAWKEYE STATE FAIR	CODE ENFORCEMENT	60.00
206710.5450.000	HEART OF IOWA COMM	5/1-5/31 INTERNET	235.09
550780.5450.000	HEART OF IOWA COMM	5/1-5/31 INTERNET	117.54
520590.5450.000	HEART OF IOWA COMM	5/1-5/31 INTERNET	70.53
510531.5450.000	HEART OF IOWA COMM	5/1-5/31 INTERNET	47.02
278690.5240.510	HILLTOP VILLAGE	RENT ASSISTANCE	243.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSISTANCE	239.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSISTANCE	239.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSISTANCE	197.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSISTANCE	187.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSISTANCE	116.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSISTANCE	114.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSISTANCE	98.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSISTANCE	46.00
220110.5460.000	HILTON HOTELS	HOTEL - EVAWI CONF	394.53
101110.5460.000	HILTON HOTELS	HOTEL- EVAWI CONF	134.28
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSISTANCE	419.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSISTANCE	419.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSISTANCE	259.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSISTANCE	257.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSISTANCE	253.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSISTANCE	253.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSISTANCE	253.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSISTANCE	253.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSISTANCE	252.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSISTANCE	240.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSISTANCE	211.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSISTANCE	210.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSISTANCE	207.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSISTANCE	163.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSISTANCE	138.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSISTANCE	117.00
101110.5600.000	HOLIDAY INN	HOTEL-IAWP CONF	232.96
276210.5433.000	HOME DEPOT	RELOCATION	138.99
206120.5600.000	HOME RENTAL CENTER	OP SUPPLIES	84.00
520520.5480.050	HOME RENTAL CENTER	PROPANE FOR FORKLIFT	25.23
101850.5460.000	HOTELS.COM	CANCELLATION	(1,196.56)
101850.5460.000	HOTELS.COM	CANCELLATION	(1,196.56)
520520.5410.000	HOTSY CLEANING SYSTEMS INC	PRELIM HOTSY	579.89
278690.5240.510	HUBBARD MAPLE STREET APT	RENT ASSISTANCE	194.00
278690.5240.510	HUBBARD MAPLE STREET APT	RENT ASSISTANCE	192.00
278690.5240.510	HUBBARD MAPLE STREET APT	RENT ASSISTANCE	173.00
278690.5240.510	HUBBARD MAPLE STREET APT	RENT ASSISTANCE	157.00
278690.5240.510	HUBBARD MAPLE STREET APT	RENT ASSISTANCE	122.00
278690.5240.510	HUBBARD MAPLE STREET APT	RENT ASSISTANCE	35.00
230110.5460.000	HY VEE	CITIZENS ACADEMY SUPPLIES	41.91

101310.5600.000	HY VEE	CITIZENS ACADEMY SUPPLIES	31.22
230110.5460.000	HY VEE	CITIZENS ACADEMY SUPPLIES	25.76
230110.5460.000	HY VEE	CITIZENS ACADEMY SUPPLIES	24.47
101310.5600.000	HY VEE	CITIZENS ACADEMY SUPPLIES	24.00
230110.5460.000	HY VEE	CITIZENS ACADEMY SUPPLIES	10.67
101310.5216.000	IA CRIMINAL RECORD CHECKS	BACKGROUND	15.00
550780.5216.000	IA CRIMINAL RECORD CHECKS	BACKGROUND	15.00
999.1111.000	IMWCA	WORK COMP DEPOSIT	22,359.00
101890.5300.000	INDEPENDENT INSURANCE	TRAVELERS CRIME POLICY	5,000.00
206712.5610.820	INDEPENDENT SALT	145.22 TONS	10,451.48
238710.5260.000	ICAP	DEDUCTIBLE	35.00
101110.5460.000	IOWA COUNTY ATTORNEYS ASSOC	2015 IA ACTS OF INTEREST	180.00
520520.5280.000	IOWA DEPT OF NATURAL RESOURCES	4/1/15-6/30 RENEWAL	420.00
101440.5216.000	IOWA DEPT OF PUBLIC SAFETY	BACKGROUND CHECK	375.00
101421.5216.000	IOWA DEPT OF PUBLIC SAFETY	BACKGROUND CHECK	250.00
101421.5216.000	IOWA DEPT OF PUBLIC SAFETY	BACKGROUND CHECK	150.00
233410.5216.000	IOWA DEPT OF PUBLIC SAFETY	BACKGROUND CHECK	125.00
101421.5216.000	IOWA DEPT OF PUBLIC SAFETY	BACKGROUND CHECK	100.00
152451.5410.000	IOWA HOMETOWN SECURITY	INSTALL NEW DEVICES	282.56
101850.5460.000	IOWA LEAGUE OF CITIES	FINANCE CLERK BOOK	20.00
101840.5600.000	IOWA OFFICE INTERIORS, INC	CHAIRMAT	192.73
101420.5460.000	IOWA PARK & RECREATION ASSN	Conference	150.00
101420.5460.000	IOWA PARK & RECREATION ASSN	Conference	125.00
233410.5460.000	IOWA PARK & RECREATION ASSN	Conference	60.00
101110.5460.000	IOWA POLICE CHIEFS	LECC CONFERENCE	125.00
206710.5610.910	IOWA PRISON INDUSTRIES	SIGNS	1,397.50
510532.5340.010	IOWA RIVER WILDLIFE CONTROL	TRAPPING	387.50
206710.5230.030	IOWA STATE UNIVERSITY	2014 PAVEMENT MGMT	5,000.00
233410.5600.080	IOWA WHOLESALE SUPPLY	OP SUPPLIES	255.94
101440.5718.000	IOWA WHOLESALE SUPPLY	MINOR EQUIPMENT	225.17
520520.5600.000	IOWA WHOLESALE SUPPLY	FINAL #3 HYD CURB STOP	78.81
520520.5600.000	IOWA WHOLESALE SUPPLY	CURB BOX	62.69
520520.5600.000	IOWA WHOLESALE SUPPLY	OP SUPPLIES	31.29
520520.5600.000	IOWA WHOLESALE SUPPLY	RETURN CURB BOX	(62.69)
101000.4472.000	ISRAEL MENDOZA	SHELTER RENTAL CXL	40.00
278690.5240.510	J&N HOME RENTALS LLC	RENT ASSISTANCE	385.00
278690.5240.510	JAMES HATCH	RENT ASSISTANCE	369.00
278690.5240.510	JAMES HATCH	RENT ASSISTANCE	226.00
101440.5410.000	JAMESTOWN DISTRIBUTION	Materials	88.94
278690.5240.510	JAMMIE HOWARD	RENT ASSISTANCE	115.00
278690.5240.510	JANET HALA	RENT ASSISTANCE	253.00
278690.5240.510	JANET HALA	RENT ASSISTANCE	238.00
278690.5240.510	JANET HALA	RENT ASSISTANCE	235.00
278690.5240.510	JANET HALA	RENT ASSISTANCE	167.00
520520.5340.010	JAY E. HANSEN	APRIL/MAY JANITORIAL	1,134.00
520590.5340.010	JAY E. HANSEN	APRIL/ MAY JANITORIAL	60.00
510531.5340.010	JAY E. HANSEN	APRIL/MAY JANITORIAL	40.00

278690.5240.510	JAY HANSEN	RENT ASSISTANCE	269.00
278690.5240.510	JAY HANSEN	RENT ASSISTANCE	149.00
278690.5240.510	JBI COOPERATIVE ASSOCIATION	RENT ASSISTANCE	476.00
278690.5240.510	JBI COOPERATIVE ASSOCIATION	RENT ASSISTANCE	440.00
278690.5240.510	JBI COOPERATIVE ASSOCIATION	RENT ASSISTANCE	253.00
278690.5240.510	JEAN CLAWSON	RENT ASSISTANCE	246.00
278690.5240.510	JEAN CLAWSON	RENT ASSISTANCE	236.00
101000.4474.230	JENNIFER FISHER	SHELTER RENTAL CXL	525.00
278690.5240.510	JOANN STRUEBING	RENT ASSISTANCE	250.00
278690.5240.510	JOANN STRUEBING	RENT ASSISTANCE	221.00
278690.5240.510	JOANN STRUEBING	RENT ASSISTANCE	206.00
278690.5240.510	JOANN STRUEBING	RENT ASSISTANCE	153.00
283210.5472.000	JOEL S CHANDLER	MILEAGE	73.71
278690.5240.510	JOHN E NOVAK	RENT ASSISTANCE	513.00
520520.5410.000	KAPAUN & BROWN INC	LAB A.C. SERVICED	1,346.68
206710.5570.000	KAPAUN & BROWN INC	VEHICLE MAINT	60.27
101420.5340.640	KAREN GALE	5/18-5/31 ZUMBA	232.50
101110.5570.010	KUM & GO	FUEL	20.01
101110.5570.010	KWIK STAR #607	FUEL	51.47
101110.5132.000	LA POLICE GEAR	BOOTS	102.98
278690.5240.510	LARRY A & KAREN BROWN	RENT ASSISTANCE	496.00
278690.5240.510	LARRY VEST	RENT ASSISTANCE	234.00
101410.5410.000	LARRY'S TOWING & TIRE SERVICE	Tire tube	20.00
101410.5340.070	LASER LINE	LOTS 1&2 RIVERVIEW	500.00
278690.5240.510	LAVERNA WARDEN	RENT ASSISTANCE	398.00
278690.5240.510	LAVERNA WARDEN	RENT ASSISTANCE	223.00
278690.5240.510	LAWTHERS PROPERTY MANAGEMENT	RENT ASSISTANCE	432.00
278690.5240.510	LAWTHERS PROPERTY MANAGEMENT	RENT ASSISTANCE	253.00
206710.5340.290	LEDFORD TREE & LAWN SERVICE CO	TREE REMOVAL	600.00
278690.5240.570	LEISA KROENER	UTILITY REIMBURSEMENT	30.00
101891.5360.000	LENOVO	LAPTOP COMPUTER	952.94
150891.5600.100	LENOVO	LAPTOP COMPUTER	899.00
278690.5240.510	LESLIE SCOTT	RENT ASSISTANCE	356.00
278690.5240.510	LINDA WIEBENSOHN	RENT ASSISTANCE	123.00
101310.5600.010	LITTLE CAESARS PIZZA	YOUTH PROGRAM	17.50
247410.5331.500	LIZETTE RIOS	KIDS TO PARKS	150.00
278690.5240.510	LYLE MATNEY	RENT ASSISTANCE	271.00
101840.5360.000	MAIL SERVICES	CITY ADMIN&PROJECTS	152.14
101840.5360.000	MAIL SERVICES	CITY ADMIN&PROJECTS	116.41
278690.5360.000	MAIL SERVICES	RENT ASSISTANCE	40.42
278690.5360.000	MAIL SERVICES	RENT ASSISTANCE	35.81
101561.5360.000	MAIL SERVICES	RENTAL INSPECTIONS	15.50
283210.5360.000	MAIL SERVICES	LEAD ABATEMENT	11.90
101790.5360.000	MAIL SERVICES	PARKING	10.34
283210.5360.000	MAIL SERVICES	LEAD ABATEMENT	10.17
101561.5360.000	MAIL SERVICES	RENTAL INSPECTIONS	8.75
278690.5240.510	MARCIA SCHULER-VAN LANGEN	RENT ASSISTANCE	225.00

278690.5240.510	MARION MANOR II	RENT ASSISTANCE	326.00
101410.5340.010	MARSHALL COUNTY LANDFILL	GARBAGE	56.10
101170.5331.500	MARSHALL CTY EMERGENCY MGMT AGENCY	MONTHLY PAYMENT	2,257.63
101770.5340.070	MARSHALLTOWN AVIATION INC	MONTHLY PAYMENT	642.00
236420.5331.500	MARSHALLTOWN COMM SCHOOL DISTRICT	TENNIS COURT	350.00
278690.5240.510	MARSHALLTOWN SENIOR RESIDENCES LLC	RENT ASSISTANCE	264.00
278690.5240.510	MARSHALLTOWN SENIOR RESIDENCES LLC	RENT ASSISTANCE	259.00
278690.5240.510	MARSHALLTOWN SENIOR RESIDENCES LLC	RENT ASSISTANCE	215.00
278690.5240.510	MARSHALLTOWN SENIOR RESIDENCES LLC	RENT ASSISTANCE	197.00
278690.5240.510	MARSHALLTOWN SENIOR RESIDENCES LLC	RENT ASSISTANCE	123.00
278690.5240.510	MARSHALLTOWN SENIOR RESIDENCES LLC	RENT ASSISTANCE	101.00
278690.5240.510	MARSHALLTOWN SENIOR RESIDENCES LLC	RENT ASSISTANCE	82.00
278690.5240.510	MARSHALLTOWN SENIOR RESIDENCES LLC	RENT ASSISTANCE	51.00
278690.5240.510	MARSHALLTOWN SENIOR RESIDENCES LLC	RENT ASSISTANCE	38.00
278690.5240.510	MARSHALLTOWN SUNDANCE APTS	RENT ASSISTANCE	484.00
278690.5240.510	MARSHALLTOWN SUNDANCE APTS	RENT ASSISTANCE	151.00
520520.5220.000	MARSHALLTOWN WATER WORKS	APRIL SANITATION	6,226.72
510531.5220.000	MARSHALLTOWN WATER WORKS	APRIL STORM SEWER COLLECT	258.60
206120.5230.000	MARSHALLTOWN WATER WORKS	357 LOCATES	85.40
281690.5480.030	MARSHALLTOWN WATER WORKS	3/9-5/7 LEAD HOUSE	65.90
206120.5230.000	MARSHALLTOWN WATER WORKS	249 LOCATES	61.13
520590.5230.000	MARSHALLTOWN WATER WORKS	357 LOCATES	51.24
520590.5230.000	MARSHALLTOWN WATER WORKS	249 LOCATES	36.67
510531.5230.000	MARSHALLTOWN WATER WORKS	357 LOCATES	34.16
510531.5230.000	MARSHALLTOWN WATER WORKS	249 LOCATES	24.45
278690.5240.510	MARY JASPERS	RENT ASSISTANCE	122.00
101421.5331.500	MARY M BOYVEY	3HRS HOOP ENTERTAINMENT	120.00
278690.5240.510	MAX & VELMA NELSON	RENT ASSISTANCE	253.00
101410.5570.000	MCATEE TIRE SALES & SERVICE INC	#730&#813 REAR TIRES	1,446.00
510532.5562.000	MCATEE TIRE SALES & SERVICE INC	#709 FRONT TIRES	443.63
101580.5562.000	MCATEE TIRE SALES & SERVICE INC	#709 FRONT TIRES	443.62
206710.5410.000	MCATEE TIRE SALES & SERVICE INC	TRUCK TIRE	202.97
550780.5570.030	MCATEE TIRE SALES & SERVICE INC	TIRE REPAIR	37.95
283210.5460.030	MCDONALD'S	FOOD - HUD	12.00
283210.5460.030	MCDONALD'S	FOOD - HUD	11.16
283210.5460.030	MCDONALD'S	FOOD - HUD	11.05
247410.5450.000	MEDIACOM	RIVERVIEW INTERNET	69.95
233410.5450.000	MEDIACOM	SOFTBALL CMPLX INTERNET	34.95
681140.5338.000	MEDTRAK SERVICES LLP	411 PRESC MED CLAIMS	982.75
681110.5338.000	MEDTRAK SERVICES LLP	411 PRESC MED CLAIMS	452.32
520520.5980.000	MEL KOCH JR	FILLED SWIMMING POOL	27.38
101000.4472.000	MELINDA BONSCHMIDT	SHELTER RENTAL CXL	42.50
520590.5600.000	MENARDS	OPERATING SUPPLIES	146.81
520520.5600.000	MENARDS	OPERATING SUPPLIES	102.74
510531.5600.000	MENARDS	OPERATING SUPPLIES	97.88
101141.5600.000	MENARDS	SHOP VAC	95.00
206710.5600.000	MENARDS	OPERATING SUPPLIES	91.87

101440.5600.080	MENARDS	Patch mater	67.86
101880.5600.000	MENARDS	OP SUPPLIES	65.98
276210.5433.000	MENARDS	RELOCATION	64.91
101410.5600.080	MENARDS	OPERATING SUPPLIES	63.61
520520.5600.000	MENARDS	FINAL #3 HYD CURB STOP	57.20
520520.5600.000	MENARDS	RATCHET	56.99
206710.5600.000	MENARDS	OPERATING SUPPLIES	42.84
206710.5600.000	MENARDS	OPERATING SUPPLIES	31.79
520590.5600.000	MENARDS	OPERATING SUPPLIES	24.50
520590.5600.000	MENARDS	OPERATING SUPPLIES	21.59
510531.5600.000	MENARDS	OPERATING SUPPLIES	16.34
101440.5600.080	MENARDS	OPERATING SUPPLIES	14.98
206710.5600.000	MENARDS	6PK BROWN GLOVES	14.97
510531.5600.000	MENARDS	OPERATING SUPPLIES	14.40
101410.5600.080	MENARDS	OPERATING SUPPLIES	12.87
520590.5600.000	MENARDS	OPERATING SUPPLIES	11.98
101880.5600.000	MENARDS	OPERATING SUPPLIES	11.52
206710.5600.000	MENARDS	OPERATING SUPPLIES	10.62
206120.5600.000	MENARDS	OPERATING SUPPLIES	9.94
510531.5600.000	MENARDS	OPERATING SUPPLIES	7.99
101480.5600.000	MENARDS	OPERATING SUPPLIES	1.46
278690.5240.510	MERLIN REID	RENT ASSISTANCE	107.00
278690.5240.510	MERLIN REID	RENT ASSISTANCE	94.00
230110.5460.000	MICHAEL NABLO	CITIZENS ACADEMY	82.23
278690.5240.510	MICHAEL P MURPHY	RENT ASSISTANCE	163.00
278690.5240.510	MICHAEL T SCHMIDT & DEBBIE	RENT ASSISTANCE	377.00
278690.5240.510	MICHAEL T SCHMIDT & DEBBIE	RENT ASSISTANCE	259.00
278690.5240.510	MICHAEL T SCHMIDT & DEBBIE	RENT ASSISTANCE	167.00
520520.5600.030	MIDLAND SCIENTIFIC INC	LATEX GLOVES	99.21
520520.5600.030	MIDLAND SCIENTIFIC INC	BUFFER PH2.	53.61
520520.5600.030	MIDLAND SCIENTIFIC INC	GRADUATED CYLINDER	21.01
206710.5340.070	MIDWEST ALARM SERVICE	PUBLIC WORKS BLDG	193.50
278690.5240.510	MIKE TAYLOR	RENT ASSISTANCE	150.00
520520.5600.030	MINUTEMAN INC	LAB FORMS	142.15
101870.5600.000	MINUTEMAN INC	NAME PLATES	23.40
290113.5600.000	MONOPRICE INC	NETWORK JACK	54.25
206710.5410.000	NAPA	repairs	203.90
520590.5600.000	NAPA	FILTERS	92.52
520520.5600.000	NAPA	POWER HAMME	82.63
206710.5570.000	NAPA	PARTS	70.41
520590.5600.000	NAPA	BATTERY	62.52
510531.5410.000	NAPA	FILTERS	61.69
520590.5600.000	NAPA	COUPLINGS	58.98
520520.5570.000	NAPA	POLARIS OIL	48.60
206710.5570.000	NAPA	PARTS	45.64
510531.5410.000	NAPA	BATTERY	41.68
510531.5410.000	NAPA	COUPLINGS	39.33

206710.5600.000	NAPA	SUPPLIES&PARTS	33.24
101440.5410.000	NAPA	repairs	29.21
206710.5600.000	NAPA	ADHEVISE	15.57
520520.5600.000	NAPA	SOLVENT	6.65
520590.5600.000	NAPA	FITTINGS	4.70
510531.5410.000	NAPA	FITTINGS	3.14
550780.5570.000	NAPA	THREAD ROD	2.57
520590.5600.000	NAPA	OIL FILTER	1.51
510531.5410.000	NAPA	OIL FILTER	1.05
550780.5570.000	NAPA	CORE DEPOSIT	(50.25)
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSISTANCE	273.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSISTANCE	254.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSISTANCE	250.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSISTANCE	246.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSISTANCE	238.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSISTANCE	234.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSISTANCE	203.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSISTANCE	187.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSISTANCE	165.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSISTANCE	156.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSISTANCE	156.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSISTANCE	132.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSISTANCE	128.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSISTANCE	104.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSISTANCE	94.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSISTANCE	85.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSISTANCE	83.00
528590.5340.010	MUNICIPAL PIPE TOOL CO LLC	2012 NE SANITARY SEWER	52,262.78
278690.5240.510	NANCY JO SMITH	RENT ASSISTANCE	200.00
278690.5240.510	NANCY JO SMITH	RENT ASSISTANCE	194.00
278690.5240.510	NANCY JO SMITH	RENT ASSISTANCE	145.00
101840.5280.000	NATIONAL CIVIC LEAGUE	LOCAL GOVT	250.00
276210.5251.000	NATIONAL ENVIROMENTAL HEALTH ASSOC	HH LICENSE	255.00
101891.5600.000	NEWEGG INC	MONITOR	231.98
101110.5600.000	NEWEGG INC	3 - INTERNAL PARTS	209.97
206760.5600.000	NEWEGG INC	OP SUPPLIES	92.98
101891.5600.000	NEWEGG INC	LAPTOP BATTERY	24.98
101891.5600.000	NEWEGG INC	DVDs	23.98
101891.5600.000	NEWEGG INC	CABLE	15.48
278690.5600.000	NEWEGG INC	MONITOR CABLE	13.14
101891.5600.000	NEWEGG INC	HDMI CORD	8.98
278690.5240.510	NORTH TAMA HOUSING, INC	RENT ASSISTANCE	177.00
278690.5240.510	NORTH TAMA HOUSING, INC	RENT ASSISTANCE	176.00
278690.5240.510	NORTH TAMA HOUSING, INC	RENT ASSISTANCE	145.00
540430.5600.055	NORTHERN LIGHTS DISTRIBUTING, INC	CONCESSION PRODUCT	1,518.84
540430.5600.055	NORTHERN LIGHTS DISTRIBUTING, INC	CONCESSION PRODUCT	402.48
540430.5600.055	NORTHERN LIGHTS DISTRIBUTING, INC	CONCESSION PRODUCT	203.31

540430.5600.055	NORTHERN LIGHTS DISTRIBUTING, INC	RETURNS	(90.78)
206710.5600.000	NORTHERN TOOL & EQUIPMENT CO	OP SUPPLIES	24.99
247410.5600.060	NORTON'S GREENHOUSE	BEDDING PLANTS	1,350.00
520520.5340.010	OAKVIEW dck, LLC	FINAL PAYMENT	36,832.83
527520.5340.010	OAKVIEW dck, LLC	WPCP UV DISINFECT	18,379.00
101410.5562.000	O'REILLY AUTOMOTIVE INC	REDI-SLEEVE	35.28
101110.5570.000	O'REILLY AUTOMOTIVE INC	CAR CLEANER	3.59
283210.5460.030	ORLANDO CITY CAB	TAXI - HUD	55.49
101890.5600.000	OSI UNITED	OP SUPPLIES	89.85
101890.5600.000	OSI UNITED	FLAGS	35.41
101890.5600.000	OSI UNITED	FLAGS	17.71
000204.0120.000	PARK & RECREATION	LIVE HEALTHY TEESHIRTS	400.00
101110.5460.000	PAYPAL	REGISTRATION	175.00
101110.5460.000	PAYPAL	REGISTRATION	175.00
206710.5570.000	PAYPAL	VEHICLE MAINTENANCE	47.62
101310.5600.010	PIZZA HUT	YOUTH PROGRAM	26.00
278690.5240.510	PRAIRIE HOME PROPERTIES	RENT ASSISTANCE	263.00
247410.5331.500	QUINCO	KIDS TO PARKS	384.00
278690.5240.510	R&A RENTAL PROPERTIES LLC	RENT ASSISTANCE	397.00
278690.5240.510	R&A RENTAL PROPERTIES LLC	RENT ASSISTANCE	343.00
290113.5749.000	RACOM CORPORATION	1ST RESPONDERS SYSTEM	70,426.32
290113.5749.000	RACOM CORPORATION	E911 WIRELESS STATIONS	37,199.16
290113.5340.070	RACOM CORPORATION	MAXCT PHONE SYSTEM	10,815.00
290113.5718.000	RACOM CORPORATION	3 OPERATOR CHAIRS	4,895.00
101110.5570.000	RACOM CORPORATION	REPLACEMENT PARTS	260.00
290113.5380.000	RACOM CORPORATION	EDACS AIRTIME	66.95
101420.5460.000	RADISSON	CONFERENCE HOTEL	407.04
101420.5460.000	RADISSON	CONFERENCE HOTEL	127.68
283210.5472.000	RANDY VAUGHN	MILEAGE	249.60
101831.5057.100	RANDY WETMORE	MONTHLY PHONE ALLOWANCE	62.50
278690.5240.510	REBECCA WELLS	RENT ASSISTANCE	181.00
278690.5240.510	REM HOMES LLC	RENT ASSISTANCE	458.00
278690.5240.510	REM HOMES LLC	RENT ASSISTANCE	98.00
278690.5240.510	RENATO GONZALEZ	RENT ASSISTANCE	199.00
278690.5240.510	REP CORP	RENT ASSISTANCE	218.00
278690.5240.510	RICK SESKER	RENT ASSISTANCE	201.00
278690.5240.510	RICK STICHTER	RENT ASSISTANCE	310.00
278690.5240.510	RIVER BIRCH APTS	RENT ASSISTANCE	575.00
278690.5240.510	RIVER BIRCH APTS	RENT ASSISTANCE	78.00
278690.5240.510	RIVER BIRCH APTS	RENT ASSISTANCE	75.00
278690.5240.510	RIVER BIRCH APTS	RENT ASSISTANCE	19.00
278690.5240.510	RIVER OAKS APARTMENTS	RENT ASSISTANCE	575.00
278690.5240.510	RIVER OAKS APARTMENTS	RENT ASSISTANCE	504.00
278690.5240.510	RIVER OAKS APARTMENTS	RENT ASSISTANCE	191.00
278690.5240.510	RIVER OAKS APARTMENTS	RENT ASSISTANCE	175.00
278690.5240.510	RIVER OAKS APARTMENTS	RENT ASSISTANCE	123.00
278690.5240.510	ROBERT EAKIN	RENT ASSISTANCE	186.00

278690.5240.510	ROBERT FISCHELS	RENT ASSISTANCE	203.00
278690.5240.510	ROBERT FISCHELS	RENT ASSISTANCE	174.00
278690.5240.510	ROBERT HESSENIUS	RENT ASSISTANCE	108.00
278690.5240.510	ROBERT STEFFENY	RENT ASSISTANCE	55.00
278690.5240.510	RODNEY W LAWSON	RENT ASSISTANCE	237.00
278690.5240.510	RODNEY W LAWSON	RENT ASSISTANCE	103.00
278690.5240.510	ROGER HATCH	RENT ASSISTANCE	239.00
278690.5240.510	RONALD J IOLE	RENT ASSISTANCE	124.00
278690.5240.510	ROSA ANAYA	RENT ASSISTANCE	187.00
540430.5600.055	SAM'S CLUB	AQUATIC CTR FOOD	774.52
101421.5600.010	SAM'S CLUB	AQUATIC CTR FOOD	40.88
101421.5600.010	SAM'S CLUB	AQUATIC CTR FOOD	40.88
283210.5460.030	SAN ANGEL INN	FOOD - HUD	48.06
278690.5240.570	SANDERS, ALESHA	UTILITY REIMBURSEMENT	33.00
278690.5240.570	SARAH LUAL	RENT ASSISTANCE	63.00
278690.5240.510	SCENIC RENTALS	RENT ASSISTANCE	168.00
520520.5380.000	SCHARNWEBER WATER CONDITIONING INC	WATER SOFTENER	27.00
101880.5340.070	SCHENDEL PEST CONTROL COMPANY	CITY HALL,POLICE	58.00
101410.5340.010	SCHENDEL PEST CONTROL COMPANY	REUNION HALL	40.00
152451.5340.010	SCHENDEL PEST CONTROL COMPANY	COLISEUM	22.50
101410.5340.010	SCOTT TENT & AWNING COMPANY	CONTRACT MOWING	1,314.00
206710.5340.500	SCOTT TENT & AWNING COMPANY	CONTRACT MOWING	732.00
281690.5261.760	SCOTT TENT & AWNING COMPANY	CONTRACT MOWING	150.00
281690.5261.760	SCOTT TENT & AWNING COMPANY	CONTRACT MOWING	150.00
277660.5261.760	SCOTT TENT & AWNING COMPANY	CONTRACT MOWING	120.00
277660.5261.760	SCOTT TENT & AWNING COMPANY	CONTRACT MOWING	120.00
281690.5261.760	SCOTT TENT & AWNING COMPANY	CONTRACT MOWING	120.00
281690.5261.760	SCOTT TENT & AWNING COMPANY	CONTRACT MOWING	120.00
510532.5340.010	SCOTT TENT & AWNING COMPANY	CONTRACT MOWING	108.00
206710.5600.000	SEARS	OP SUPPLIES	159.98
206710.5600.000	SEARS	OP SUPPLIES	131.97
278690.5240.570	SERENA BLACKSTOCK	UTILITY REIMBURSEMENT	43.00
278690.5240.510	SERINA STABENOW	RENT ASSISTANCE	143.00
278690.5240.510	SHANE ECKLOR	RENT ASSISTANCE	260.00
278690.5240.510	SHANE ECKLOR	RENT ASSISTANCE	201.00
278690.5240.570	SHAWNA JOHNSON	UTILITY REIMBURSEMENT	30.00
278690.5240.510	SHEILA F & PAUL JARED	RENT ASSISTANCE	219.00
278690.5240.510	SHEILA F & PAUL JARED	RENT ASSISTANCE	181.00
278690.5240.510	SHEILA F & PAUL JARED	RENT ASSISTANCE	179.00
520520.5600.000	SHERWIN WILLIAMS COMPANY	PAINT	55.49
101420.5600.000	SIGN CREATIONS	ARROW SIGNS	36.00
520520.5600.000	SPAHN & ROSE LUMBER CO	OPERATING SUPPLIES	73.65
233410.5340.010	SPOTLESS CLEANING	COMPLEX RESTROOMS	250.00
101110.5600.000	STAPLES	2 INK CARTRIDGE	93.98
278690.5240.510	STEELSMITH INVESTMENTS, LLC	RENT ASSISTANCE	466.00
278690.5240.510	STEELSMITH INVESTMENTS, LLC	RENT ASSISTANCE	218.00
278690.5240.510	STEELSMITH INVESTMENTS, LLC	RENT ASSISTANCE	214.00

278690.5240.510	STEELSMITH INVESTMENTS, LLC	RENT ASSISTANCE	214.00
278690.5240.510	STEELSMITH INVESTMENTS, LLC	RENT ASSISTANCE	200.00
278690.5240.510	STEELSMITH INVESTMENTS, LLC	RENT ASSISTANCE	177.00
278690.5240.510	STEELSMITH INVESTMENTS, LLC	RENT ASSISTANCE	138.00
278690.5240.510	STEPHEN IRVINE	RENT ASSISTANCE	88.00
101410.5340.010	STONE SANITATION	ALL PARK BARRELS	814.28
520520.5340.010	STONE SANITATION	MAY GRIT/SCREEN REMOVAL	438.05
101580.5340.010	STONE SANITATION	CENTRAL BUSINESS DISTR	200.00
101880.5340.010	STONE SANITATION	5/1-5/31 CITY GARBAGE	145.32
101140.5340.010	STONE SANITATION	5/1-5/31 CITY GARBAGE	95.17
101480.5340.010	STONE SANITATION	5/1-5/31 CITY GARBAGE	95.17
206710.5340.010	STONE SANITATION	5/1-5/31 CITY GARBAGE	95.17
520520.5340.010	STONE SANITATION	5/1-5/31 CITY GARBAGE	95.17
276210.5600.000	STUCKYS VACUUM STORE	SUPPLIES	25.95
278690.5240.510	SUNRISE APARTMENTS, INC	RENT ASSISTANCE	101.00
278690.5240.510	SUNRISE APARTMENTS, INC	RENT ASSISTANCE	51.00
278690.5240.510	SUNRISE APARTMENTS, INC	RENT ASSISTANCE	47.00
101310.5600.000	SUNRISE PACKAGING	ORDER	28.11
101310.5600.000	SUNRISE PACKAGING	REFUND	(28.11)
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSISTANCE	530.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSISTANCE	500.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSISTANCE	462.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSISTANCE	384.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSISTANCE	369.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSISTANCE	106.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSISTANCE	51.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSISTANCE	39.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSISTANCE	19.00
206710.5570.000	SUPPLYHOUSE.COM	VEHICLE MAINTENANCE	76.60
206710.5570.000	SUPPLYHOUSE.COM	VEHICLE MAINTENANCE	30.14
230110.5460.000	TACO JOHN'S	CITIZENS ACADEMY	145.00
101310.5732.300	TARGET	CHILDREN OTHERS	14.99
101310.5600.000	TARGET	OFFICE SUPPLIES	8.07
101310.5600.000	TECHSOUP	OFFICE 2010	24.00
520520.5340.010	TEMP ASSOCIATES INC	CLEANING SBR3	924.00
278690.5240.510	TERRY GLAZE	RENT ASSISTANCE	193.00
278690.5240.510	TERRY SHAFFAR	RENT ASSISTANCE	170.00
101110.5460.000	TEXAS ROADHOUSE	DINNER - GTSB CONFERENCE	48.00
999.1160.000	TEXAS ROADHOUSE	MEAL OVERAGE	9.70
283210.5460.030	TGI FRIDAYS	FOOD - HUD	24.74
101410.5600.080	THE CARY COMPANY	Steel Drums	491.26
101310.5732.270	THE DES MOINES REGISTER	SUBSCRIPTION	334.16
684990.5337.000	THE HARTFORD-PRIORITY ACCTS	EMPL LTD/LIFE INSURANCE	5,927.57
101140.5600.000	THEISEN'S	RUBBER MAT	257.94
520520.5132.000	THEISEN'S	WADERS SBR	239.98
520520.5600.000	THEISEN'S	LAWN FERTILIZER	146.97
520520.5600.000	THEISEN'S	18V BATTERY	128.48

550780.5132.000	THEISEN'S	CLOTHING	128.39
101410.5600.060	THEISEN'S	Supplies	89.94
101410.5600.080	THEISEN'S	Tools	61.98
206710.5600.000	THEISEN'S	OPERATING SUPPLIES	45.15
520520.5600.000	THEISEN'S	OPERATING SUPPLIES	41.39
520520.5600.000	THEISEN'S	OPERATING SUPPLIES	40.55
206120.5600.000	THEISEN'S	OPERATING SUPPLIES	35.77
206710.5132.000	THEISEN'S	CLOTHING	32.99
101410.5600.080	THEISEN'S	Supplies	32.86
101140.5600.000	THEISEN'S	TRASH BAGS	29.99
206710.5600.000	THEISEN'S	OP SUPPLIES	23.78
206710.5600.000	THEISEN'S	OP SUPPLIES	22.75
520520.5600.000	THEISEN'S	PRIMARY #4	20.23
520590.5600.000	THEISEN'S	OP SUPPLIES	17.80
510531.5600.000	THEISEN'S	OP SUPPLIES	11.86
206710.5600.000	THEISEN'S	OP SUPPLIES	7.98
101110.5600.000	THOMPSON'S TRUE VALUE	WEED KILLER	29.98
520520.5600.000	THOMPSON'S TRUE VALUE	PAINT BRUSH	16.27
101110.5600.000	THOMPSON'S TRUE VALUE	STAPLES	14.97
520520.5600.000	THOMPSON'S TRUE VALUE	SUPER GLUE	14.97
520520.5600.000	THOMPSON'S TRUE VALUE	BATTERIES	11.98
206760.5600.000	THOMPSON'S TRUE VALUE	OPERATING SUPPLIES	10.98
520520.5600.000	THOMPSON'S TRUE VALUE	SEAL TAPE	9.03
278690.5240.510	TIMBER WOLF VALLEY LLC	RENT ASSISTANCE	450.00
101140.5280.000	TIMES-REPUBLICAN	26 WEEK RENEWAL	111.80
101110.5230.000	TLO TRANSUNION	MARCH INTEL	12.00
278690.5240.510	TOM G PATTERSON	RENT ASSISTANCE	223.00
278690.5240.510	TOM HARRIS	RENT ASSISTANCE	324.00
278690.5240.510	TOM HARRIS	RENT ASSISTANCE	26.00
278690.5240.510	TOM SWITZER RENTAL ACCOUNT	RENT ASSISTANCE	367.00
278690.5240.510	TOM SWITZER RENTAL ACCOUNT	RENT ASSISTANCE	210.00
278690.5240.510	TONY REED	RENT ASSISTANCE	677.00
278690.5240.510	TONY REED	RENT ASSISTANCE	484.00
278690.5240.510	TONY REED	RENT ASSISTANCE	408.00
278690.5240.510	TONY REED	RENT ASSISTANCE	388.00
278690.5240.510	TONY REED	RENT ASSISTANCE	362.00
278690.5240.510	TONY REED	RENT ASSISTANCE	332.00
278690.5240.510	TONY REED	RENT ASSISTANCE	247.00
278690.5240.510	TONY REED	RENT ASSISTANCE	246.00
278690.5240.510	TONY REED	RENT ASSISTANCE	242.00
278690.5240.510	TONY REED	RENT ASSISTANCE	231.00
278690.5240.510	TONY REED	RENT ASSISTANCE	218.00
278690.5240.510	TONY REED	RENT ASSISTANCE	180.00
278690.5240.510	TONY REED	RENT ASSISTANCE	127.00
278690.5240.510	TONY REED	RENT ASSISTANCE	101.00
101110.5460.000	TREASURER STATE OF IOWA	ANIMAL INVESTIGATIONS	150.00
278690.5240.510	TREVRON, LLC	RENT ASSISTANCE	259.00

278690.5240.510	TRI-SQUARE RENTALS, LLC	RENT ASSISTANCE	260.00
278690.5240.510	TT & C COOPERATIVE HOUSING	RENT ASSISTANCE	438.00
278690.5240.510	TT & C COOPERATIVE HOUSING	RENT ASSISTANCE	252.00
278690.5240.510	TT & C COOPERATIVE HOUSING	RENT ASSISTANCE	145.00
520520.5450.000	U S CELLULAR	5/22-6/21 CELL PHONES	226.04
206760.5450.000	U S CELLULAR	5/22-6/21 CELL PHONES	157.72
206120.5450.000	U S CELLULAR	5/22-6/21 CELL PHONES	59.04
206710.5450.000	U S CELLULAR	5/22-6/21 CELL PHONES	55.29
550780.5450.000	U S CELLULAR	5/22-6/21 CELL PHONES	29.52
520590.5450.000	U S CELLULAR	5/22-6/21 CELL PHONES	26.99
510531.5450.000	U S CELLULAR	5/22-6/21 CELL PHONES	17.99
520520.5360.000	U S POST OFFICE	STAMPS	106.40
101581.5360.000	U S POST OFFICE	POSTAGE	12.98
520520.5360.000	U S POST OFFICE	SHIP SAMPLE	7.55
520520.5360.000	U S POST OFFICE	SHIP SAMPLE	7.55
520520.5360.000	U S POST OFFICE	SHIP SAMPLE	7.55
101310.5600.000	UNION ELECTRONIC	LAMP, FILTER	253.35
101310.5600.000	UNION ELECTRONIC	PART	27.99
101110.5360.000	UPS STORE #5089	SHIPPING	154.72
101140.5360.000	UPS STORE #5089	SHIPPING	16.31
101891.5360.000	UPS STORE #5089	SHIPPING	15.68
101140.5360.000	UPS STORE #5089	SHIPPING	13.91
220110.5460.000	US AIRWAYS	AIRFARE - ARSON CONF	246.20
101770.5570.000	VANWALL EQUIPMENT	LAWN MOWER	55.17
283210.5450.000	VERIZON WIRELESS	4/14-5/13 CELLPHONES	180.36
278690.5450.000	VERIZON WIRELESS	4/14-5/13 CELLPHONES	148.53
520520.5450.100	VERIZON WIRELESS	4/14-5/13 CELLPHONES	90.16
101140.5450.000	VERIZON WIRELESS	4/14-5/13 CELLPHONES	67.15
101560.5450.000	VERIZON WIRELESS	4/14-5/13 CELLPHONES	64.15
101140.5450.000	VERIZON WIRELESS	4/14-5/13 CELLPHONES	50.84
101561.5450.000	VERIZON WIRELESS	4/14-5/13 CELLPHONES	31.84
230110.5460.000	VILLAGE RESORT	HOTEL-K9 TRAINING	110.00
230110.5460.000	VILLAGE RESORT	HOTEL-K9 TRAINING	110.00
283210.5460.030	VIVO	FOOD - HUD	57.09
276210.5433.000	WAL MART STORES INC	RELOCATION	575.80
520520.5600.000	WAL MART STORES INC	CLEANING SUPPLIES	363.92
101140.5600.000	WAL MART STORES INC	SUPPLIES	107.67
276210.5433.000	WAL MART STORES INC	RELOCATION	86.64
101110.5600.000	WAL MART STORES INC	KEYBOARD	84.85
101140.5600.000	WAL MART STORES INC	SUPPLIES	66.26
101110.5600.000	WAL MART STORES INC	PRINTER	59.00
101110.5600.000	WAL MART STORES INC	GIGABIT	34.97
230110.5460.000	WAL MART STORES INC	CITIZENS ACADEMY	7.94
247410.5600.000	WAL MART STORES INC	Campground	7.32
276210.5433.000	WAL MART STORES INC	RELOCATION	(49.96)
276210.5433.000	WAL MART STORES INC	RELOCATION	(69.92)
101110.5600.000	WATCH GUARD VIDEO	WIRELESS MIC	53.00

278690.5240.510	WB REAL ESTATE INVESTMENTS	RENT ASSISTANCE	192.00
684990.5339.000	WELLMARK INC	5/15-5/21 MED CLAIMS	45,799.33
684990.5337.000	WELLMARK INC	PREMIUM & 4WK CLAIMS	20,972.64
684990.5339.000	WELLMARK INC	PREMIUM & 4WK CLAIMS	11,068.56
684990.5230.000	WELLMARK INC	PREMIUM & 4WK CLAIMS	6,473.68
278690.5240.510	WILLIAM & LINDA HAVELKA	RENT ASSISTANCE	500.00
278690.5240.510	WILLIAM & LINDA HAVELKA	RENT ASSISTANCE	155.00
278690.5240.510	WILLIAM C. WILSON	RENT ASSISTANCE	290.00
278690.5240.510	WILLIAM L HOBSON	RENT ASSISTANCE	201.00
290113.5450.000	WINDSTREAM	4/19-5/15 COUNTY 911	76.44
233410.5718.000	WW GRAINGER	MOTOR PART	189.36
520520.5600.000	WW GRAINGER	SHIELD VISOR	110.40
520520.5600.000	WW GRAINGER	FACE SHIELD	95.20
520520.5340.070	XEROX CORPORATION	4/21-5/30 COPIES	90.98
206711.5600.000	ZARNOTH BRUSH WORKS INC	SWEEPER BRUSH	1,879.00
283210.5460.030	ZOOT CAFE	FOOD - HUD	10.59
			5,172,660.81

COUNCIL PROCEEDINGS
June 8, 2015

The Marshalltown City Council met in regular session on June 8, 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. Police Chief Tupper thanked the community for supporting the car safety seat and food drive events. Mayor Lowrance thanked the fire department for helping install flags at Riverside Cemetery over the Memorial Day weekend. Present: Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin. Schubert moved to approve the agenda, second by Greer. Motion approved 7-0.

CONSENT AGENDA:
Lamer moved to approve the Consent Agenda: Approve Council meeting Minutes of May 26, 2015; Approve Bill List in the amount of $5,705,317.35; Approve Marked Police Vehicle Purchase, FY 2015-2016; Receipt of List of Purchases and Vertical Public Improvements between $10,000 and $35,000 approved by City Administrator (add Police Janitorial Contract and Sewer Department Truck); Receipt of Civil Service New Hire List, police entrance, valid through 6/2/2016; Resolution 2015-087 Ordering Construction 2015 Sidewalk Repair Project 76015007, plans and specifications hearing June 22, bids due June 25; Resolution 2015-088 Approving Sanitary Sewer Televising Project 59015011 – Engineering Services Agreement, Fox Engineering, $33,200; Resolution 2015-089 Approving South 18th Avenue Improvements 76015011 – Engineering Services Agreement, Clapsaddle-Garber Associates, $18,981. Funded 50% by Iowa DOT Rise Grant and Menards; Resolution 2015-090 Approving Sanitary Sewer Rate Study project 52012006– Engineering Services Agreement, Stanley Consultants, $20,900; Resolution 2015-091 Approving Stormwater Utility Rate Study project 29112001 – Engineering Services Agreement, Stanley Consultants, $19,000; Resolution 2015-092 Accepting Bid and Authorizing the Award of Contract for the 2015 Mill and Overlay Project 76015004; Revision to Tentative Resolution 2015-077 Providing for the Vacation, Conveyance, and Transfer of the Streets herein described to Fisher Controls, International, LLC, regarding part of East Boone Street between South 1st Avenue and South 2nd Avenue and part of East Nevada Street east of S. Center Street to 1st Avenue and pedestrian passage over Parcel "J", all as described in the Quit Claim Deed, set public hearing on June 22; Revision to Tentative Resolution 2015-078 Adopting Tentative Resolution Set hearing on DT Retail Properties, LLC, vacation of public utility easement, set public hearing for June 22; Revision to Resolution 2015-081 Ordering Construction of the 2015 Concrete Repair Project 76015006, setting public hearing for June 22 and bids due on June 25; Revision to Resolution 2015-061 Approving Application for State and Federal Transit Assistance for Marshalltown Municipal Transit, in the amount of $202,561; Approve Liquor Licenses: (Pending fire inspection passage) NEW: The Spot – Outdoor Service application for June 13 event; Estrella Grocery Store liquor license, Class C Beer, 101 W Main Street; Midnight Ballroom, Transfer Request to Central Iowa Fairgrounds, June 20, 21, 28, July 5, 25, 26, August 1, 2, 8, 9, 15, 16, 22, 23, 29, 30 Sept. 5, 6, 13, 19, 20; second by Wirin. Consent agenda adopted 7-0.

MOTIONS:
Wirin moved to approve the liquor license for EastSide Market – Alcohol License application returned to City Council to correct omission of history not included on the State's DCI background check, 1116 E Nevada Street, second by Schubert. Motion carried 4-3, with Hoop, Lamer and Martin dissenting.

REPORTS:
Kenn Vinson, representing Alliant, updated the council on the project construction on 18th Avenue.

RESOLUTIONS:
Lamer moved to adopt Resolution 2015-093 REJECTING Contract WPCP Concrete Repair Phase II Project 520130017 – Award Contract, Hay Construction, $231,662.50, second by Wirin. The contract will be re-bid with a 110 day construction schedule. Resolution adopted 7-0.

Schubert moved to adopt Resolution 2015-094 Authorizing Acceptance of a Bid from Scott Safety / Feld Fire in the amount of $157,770 for the purpose of replacing Fire Department Self-Contained Breathing Apparatus (SCBA), funded by grant, second by Gowdy. Resolution adopted 7-0.

PUBLIC HEARING
Mayor Lowrance declared the public hearing open for the 2015 Urban Renewal Plan Amendment for the Marshalltown Urban Renewal Area No 3, relating to the expansion of a commercial facility owned by Theisen's, Inc. The consultation hearing was held with no attendance by other taxing agencies and no comments were received for consideration. The commercial facility is located on Iowa Avenue West. There were no public comments or written comments received by the clerk. Mayor Lowrance declared the public hearing closed.

Lamer moved to adopt Resolution 2015-095 Approving 2015 Urban Renewal Plan Amendment for the Marshalltown Urban Renewal Area No 3, relating to the expansion of a commercial facility owned by Theisen's Inc, second by Greer. Resolution adopted 7-0.

PUBLIC HEARING
Mayor Lowrance declared the public hearing open regarding the Development Agreement with Theisens, Inc., for the expansion of the commercial facility, with a six year rebate of taxes at fifty percent, not to exceed $140,000. The development agreement is still being negotiated, with the increased number of jobs to the facility in discussion. There were no public comments or written comments received by the clerk. Mayor Lowrance declared the public hearing closed.

COUNCIL PROCEEDINGS
June 8, 2015

Martin moved to adopt Resolution 2015-096 Approving Development Agreement with Theisen's Inc., Authorizing Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of Agreement in a total amount not to exceed $140,000, second by Greer. Resolution adopted 7-0.

PUBLIC HEARING
Mayor Lowrance declared the public hearing open regarding the Byrne-Jag Grant application, receipt of $19,304 to be shared equally with Marshall County, monies to be used for equipment and programming. Chief Tupper explained the city would invest in body cameras, with seized asset funds covering any amount exceeding $9,652. There were no public comments or written comments received by the clerk. Mayor Lowrance declared the public hearing closed.

Schubert moved to adopt Resolution 2015-097 FY 15-16 Byrne-JAG Grant Application authorization, $19,304, split 50% with Marshall County; city share $9,652 to be used for equipment and programming, second by Greer. Resolution adopted 7-0.

FUTURE AGENDA ITEMS DISCUSSION:
The council discussed the following items to be addressed at a future meeting: Hy Vee Party Room transfer schedule for upcoming year to Best Western; Iowa River Brew Pub – outdoor service area; Beer License - July 4th at Central Iowa Fairgrounds, Midnight Ballroom; Beer License– Linn Creek Arts Festival, July 17-19, "Mobile Taps"; Governor's Traffic Safety Bureau update; IVH Agreements – Police, Traffic Control & Fire, Fire Safety and confined space entry; Lead grant: contracts for partnerships – MICA and Friends of the Marshalltown Public Library; Proposed Urban Revitalization Tax Abatement Program for Housing; Oil Mix roads, ordinance change regarding performance bond requirement – the state requires performance bond for projects over $25,000; the city can consider amending the bond requirement if stated in the project specifications that the bond is only for one year and the city would then be responsible for upkeep and maintenance of the road repair which is not possible to maintain the edge of the road using cold mix and durapatcher, the cost of the project is indeterminate until bid prices come in, as there were no bids for the last bid process, discussion also included manholes located above grade, and request by Hoop to include Marone access at 1405 Highland Acres Rd; 2015 Mill & Overlay Project 76015004, accept bid, award contract and approve contract and bond with Cessford $530,711.86; 2015 Concrete Repair Project 76015006, plans and specifications hearing June 22, bids due June 25, Accept Bid July 13; 2015 Sidewalk Repair Project 76015007, plans and specifications hearing June 22; 2014 Sidewalk Repair Project 76014009, Change Order #1, $9,064.13, certificate of completion, final costs $41,169.13, Day Construction Services, LLC; April Financial reports.

CLOSED SESSION – LITIGATION AND REAL ESTATE
Schubert moved to enter into closed session pursuant to Section 21.5, subsection 1, paragraph c, of the Code of Iowa, to discuss strategy with counsel in matters where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the city in that litigation; and closed session pursuant to Section 21.5 subsection (1) paragraph (j) OF THE CODE OF IOWA to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property, second by Gowdy. Motion carried 7-0.

Greer moved to enter into open session, second by Gowdy. Motion carried 7-0. Roll call: All present. Lamer moved to reject bids relating to the real estate closed session issue, second by Greer. Motion carried 7-0.

ADJOURNMENT
The meeting adjourned at 7:42 PM.

Respectfully submitted,

____
Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

____
James L. Lowrance, Mayor

ATTEST:

____
Shari L. Coughenour, CMC, City Clerk

the City of Marshalltown

COUNCIL AGENDA

CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET

JUNE 8, 2015, at 5:30 PM

NOTICE TO PUBLIC: The Mayor and City Council welcome comment from the public during discussion. You are required to step to the microphone, state your name and address for the record and to limit the time used to present your remarks in order that others may be given the opportunity to speak.

CALL TO ORDER: Mayor James L. Lowrance
PLEDGE OF ALLEGIANCE:
ROLL CALL: Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin.
MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS:
APPROVAL OF AGENDA:
CONSENT AGENDA: All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time Council votes on the motion.

1. Approve Council meeting Minutes of May 26, 2015.
2. Approve Bill List in the amount of $5,705,317.35
3. Approve Marked Police Vehicle Purchase, FY 2015-2016
4. Receipt of List of Purchases and Vertical Public Improvements between $10,000 and $35,000 approved by City Administrator (add Police Janitorial Contract and Sewer Department Truck)
5. Receipt of Civil Service New Hire List, police entrance, valid through 6/2/2016.
6. Resolution 2015-087 Ordering Construction 2015 Sidewalk Repair Project 76015007, plans and specifications hearing June 22, bids due June 25.
7. Resolution 2015-088 Approving Sanitary Sewer Televising Project 59015011 – Engineering Services Agreement, Fox Engineering, $33,200.
8. Resolution 2015-089 Approving South 18th Avenue Improvements 76015011 – Engineering Services Agreement, Clapsaddle-Garber Associates, $18,981. Funded 50% by Iowa DOT Rise Grant and Menards.
9. Resolution 2015-090 Approving Sanitary Sewer Rate Study project 52012006– Engineering Services Agreement, Stanley Consultants, $20,900.
10. Resolution 2015-091 Approving Stormwater Utility Rate Study project 29112001 – Engineering Services Agreement, Stanley Consultants, $19,000.
11. Resolution 2015-092 Accepting Bid and Authorizing the Award of Contract for the 2015 Mill and Overlay Project 76015004.
12. Revision to Tentative Resolution 2015-077 Providing for the Vacation, Conveyance, and Transfer of the Streets herein described to Fisher Controls, International, LLC, regarding part of East Boone Street between South 1st Avenue and South 2nd Avenue and part of East Nevada Street east of S. Center Street to 1st Avenue and pedestrian passage over Parcel "J", all as described in the Quit Claim Deed, set public hearing on June 22.
13. Revision to Tentative Resolution 2015-078 Adopting Tentative Resolution Set hearing on DT Retail Properties, LLC, vacation of public utility easement, set public hearing for June 22.
14. Revision to Resolution 2015-081 Ordering Construction of the 2015 Concrete Repair Project 76015006, setting public hearing for June 22 and bids due on June 25.

15. Revision to Resolution 2015-061 Approving Application for State and Federal Transit Assistance for Marshalltown Municipal Transit, in the amount of $202,561

16. Approve Liquor Licenses: (Pending fire inspection passage)

    NEW: The Spot – Outdoor Service application for June 13 event; Estrella Grocery Store liquor license, Class C Beer, 101 W Main Street; Midnight Ballroom, Transfer Request to Central Iowa Fairgrounds, June 20, 21, 28, July 5, 25, 26, August 1, 2, 8, 9, 15, 16, 22, 23, 29, 30 Sept. 5, 6, 13, 19, 20;

    RENEWALS:

    (end of consent agenda items

MOTIONS:

17. EastSide Market – Alcohol License application returned to City Council to correct omission of history not included on the State's DCI background check, 1116 E Nevada Street

REPORTS:

18. Alliant Project Update – Kenn Vinson
19. MCBD- Quarterly Update – Jenny Etter, Director.

RESOLUTIONS:

20. Resolution 2015-093 REJECTING Contract WPCP Concrete Repair Phase II Project 520130017 – Award Contract, Hay Construction, $231,662.50

21. Resolution 2015-094 Authorizing Acceptance of a Bid from Scott Safety / Feld Fire in the amount of $157,770 for the purpose of replacing Fire Department Self-Contained Breathing Apparatus (SCBA), funded by grant.

    PUBLIC HEARING

22. Resolution 2015-095 Approving 2015 Urban Renewal Plan Amendment for the Marshalltown Urban Renewal Area No 3, relating to the expansion of a commercial facility owned by Theisen's Inc.

    PUBLIC HEARING

23. Resolution 2015-096 Approving Development Agreement with Theisen's Inc., Authorizing Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of Agreement in a total amount not to exceed $140,000

    PUBLIC HEARING

24. Resolution 2015-097 FY 15-16 Byrne-JAG Grant Application authorization, $19,304, split 50% with Marshall County; city share $9,652 to be used for equipment and programming

DISCUSSION: Next agenda in process

1. Hy Vee Party Room transfer schedule for upcoming year to Best Western.
2. Iowa River Brew Pub – outdoor service area
3. Beer License - July 4th at Central Iowa Fairgrounds, Midnight Ballroom.
4. Beer License– Linn Creek Arts Festival, July 17-19, "Mobile Taps"
5. Governor's Traffic Safety Bureau update
6. IVH Agreements – Police, Traffic Control & Fire, Fire Safety and confined space entry
7. Lead grant: contracts for partnerships – MICA and Friends of the Marshalltown Public Library
8. Proposed Urban Revitalization Tax Abatement Program for Housing
9. Oil Mix roads, ordinance change regarding performance bond requirement
10. 2015 Mill & Overlay Project 76015004, accept bid, award contract and approve contract and bond with Cessford $530,711.86
11. 2015 Concrete Repair Project 76015006, plans and specifications hearing June 22, bids due June 25, Accept Bid July 13.
12. 2015 Sidewalk Repair Project 76015007, plans and specifications hearing June 22.

Visit **www.ci.marshalltown.ia.us**

Please refer to the previous Committee of Whole 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 All-America City 2012

13. 2014 Sidewalk Repair Project 76014009, Change Order #1, $9,064.13, certificate of completion, final costs $41,169.13, Day Construction Services, LLC.
14. April Financial reports

PUBLIC COMMENTS:

CLOSED SESSION – LITIGATION AND REAL ESTATE

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; and

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

ADJOURNMENT:

COUNCIL PROCEEDINGS
May 26, 2015

The Marshalltown City Council met in regular session on May 26, 2015, at noon, in the Council Chambers at City Hall. Mayor Lowrance called the meeting to order and led the Pledge of Allegiance. Mayor Lowrance thanked Bruce Campbell for ten years of service. Present: Gowdy, Hoop, Lamer, Martin, Schubert, Wirin, fully participating by speakerphone: Greer. Schubert moved to approve the agenda, second by Wirin. Motion approved 7-0.

CONSENT AGENDA:
Lamer moved to approve the Consent Agenda: Approve Council meeting Minutes of May 11, 2015; Approve Bill List in the amount of $1,380,962.25; ; Approve March Financials; Receipt of Abstract of Votes, May 5, 2015, bond issue for new police building, failed; Receipt of Building Report for April, 2015; Resolution 2015-074 to remove two overhead street lights, due to installation of new decorative lights, one on the SE corner of 13th Street and W State Street, the second one south on the alley on 13th Street between Main Street and State Street on the east side of the street; Resolution 2015-075 Setting hearing on 2015 Amendment to Urban Renewal Area No 3 for June 8; Resolution 2015-076 Setting hearing on a Development Agreement with Theisen's Inc., including economic development payments in an amount not to exceed $140,000, for June 8; Tentative Resolution 2015-077 Providing for the Vacation, Conveyance, and Transfer of the Streets herein described to Fisher Controls, International, LLC, set public hearing for June 8, regarding part of East Boone Street between South 1st Avenue and South 2nd Avenue and part of East Nevada Street east of S. Center Street to 1st Avenue and pedestrian passage over Parcel "J", all as described in the Quit Claim Deed; Tentative Resolution 2015-078 Adopting Tentative Resolution Set hearing on DT Retail Properties, LLC; vacation of public utility easement; Resolution 2015-079 Approving a Contract for Services for Operation and Maintenance of Government and Cable TV and other public access services with Iowa Valley Community College, created pursuant to Chapter 28E.12 of the Iowa Code, renewal for five years, through June 30, 2020; Resolution 2015-080 Approving Contract and Bond for Construction of the 2015 Columbus Dr & Crestview Drive Project 76015002, Con-Struct, Inc., in the amount of $231,662.50; Resolution 2015-081 Ordering Construction of the 2015 Concrete Repair Project 76015006; Resolution 2015-082 Approving Menards RISE Grant Agreement, Iowa Department of Transportation, for construction of two left turn lanes on South 18th Avenue, split 50% with the developer, total project estimated cost $158,175 (50% = $79,087.50); Resolution 2015-083 Approving Amendment 1 Engineering Services Agreement with FOX Engineering, 2014 Sanitary Sewer Rehab project 59014007 in the amount of $202,840.00; Resolution 2015-084 Approving 28E Agreement with the Marshalltown Area Chamber of Commerce for the purpose of operating a Visitors Bureau and Convention Center, renewal one year through June 30, 2016, 67% of the hotel / motel tax revenue to CVB, 33% to the city; Approve Cigarette Permits, renewals expiring 6-30-2016; Approve Liquor Licenses: (Pending fire inspection passage) RENEWALS: Git N Go Store #35, Git N Go Store #34, Hy Vee Gas, Abarrotes Villachuato, LLC; second by Martin. Consent agenda adopted 7-0.

MOTIONS:
There was no motion by the council to approve a tobacco permit for Eli Fancy Hookah Bar. The topic died for lack of a motion.

REPORTS:
Parks Director Terry Gray reported the hours of the aquatic center will be shorter due to lack of lifeguard staffing, despite efforts to recruit.

RESOLUTIONS:
PUBLIC HEARING
Mayor Lowrance declared the public hearing open on the plans and specifications for the 2015 Mill & Overlay Project 76015004. There were no written or public comments. Mayor Lowrance declared the public hearing closed. Martin moved to adopt Resolution 2015-085 Approving Plans, Specifications, Form of Contract and Cost for the 2015 Mill & Overlay Project 76015004, second by Hoop. Resolution adopted 7-0.

PUBLIC HEARING
Mayor Lowrance declared the public hearing open on the plans and specifications for the WPCP Concrete Repair Phase II Project 52013017.. There were no written or public comments. Mayor Lowrance declared the public hearing closed. Lamer moved to adopt Resolution 2015-086 Approving Plans and Specifications, form of Contract and Cost for the WPCP Concrete Repair Phase II Project 52013017, second by Greer. Resolution adopted 7-0.

ORDINANCES:
TABLED: PUBLIC HEARING
Lamer moved to remove from the table the third reading and public hearing of Ordinance #14940 Approving rezoning of Parcels 07-25-328-003, 07-25-3328-004, 07-25-328-014, 07-25-328-017, and 07-25-328-018 to M2 Heavy Industry from R3 Medium Density Residential, JBS request, properties located east of 10th Avenue between Lee Street and Swayze Street, second by Hoop. Motion carried 7-0.

PUBLIC HEARING
Mayor Lowrance declared the public hearing open changes to the Zoning Ordinance regarding rezoning parcels Parcels 07-25-328-003, 07-25-3328-004, 07-25-328-014, 07-25-328-017, and 07-25-328-018 to M2 Heavy Industry from R3 Medium Density Residential. There were no written or public comments. Mayor Lowrance declared the public hearing closed.

Schubert moved to approve the third reading and adopt Ordinance Ordinance #14940 Approving rezoning of Parcels 07-25-328-003, 07-25-3328-004, 07-25-328-014, 07-25-328-017, and 07-25-328-018 to M2 Heavy Industry from R3 Medium Density Residential, JBS request, properties located east of 10th Avenue between Lee Street and Swayze Street, second by Hoop. Ordinance and third reading adopted 7-0.

FUTURE AGENDA ITEMS DISCUSSION:

The council discussed the following items to be addressed at a future meeting: The Spot – Outdoor Service application for June 13 event; Estrella Grocery Store liquor license, Class C Beer, 101 W Main Street; Midnight Ballroom, Transfer Request to Central Iowa Fairgrounds, June 20, 21, 28, July 5, 25, 26, August 1, 2, 8, 9, 15, 16, 22, 23, 29, 30 Sept. 5, 6, 13, 19, 20; FY 15-16 Byrne-JAG Grant Application authorization, public hearing set for June 8, $19,304, split 50% with Marshall County; city share $9,652 to be used for equipment and programming; Alcohol compliance checks; Marked Police Vehicle Purchase, FY 2015-2016; Trail Barricades; 2015 Concrete Repair Project 76015006 – Plans & Specs hearing 6/8; 2015 Sidewalk Repair Project 76015007 – Order Construction 6/8, Plans & Specs hearing 6/22, bids 6/25; 2015 Sanitary Sewer Televising Project 59015011 – Engineering Services Agreement, Fox Engineering, $33,200; 2015 South 18th Avenue Improvements 76015011 – Engineering Services Agreement, Clapsaddle-Garber Associates, $18,981. Funded 50% by Iowa DOT Rise Grant and Menards; Sanitary Sewer Rate Study project 52012006– Engineering Services Agreement, Stanley Consultants, $20,900; Stormwater Utility Rate Study project 29112001 – Engineering Services Agreement, Stanley Consultants, $19,000; 2015 Mill & Overlay Project 76015004 – bids due: May 28 at 10:00 am; 2015 Oil Mix Street Project 76015005 – no bids received; 2015 Microsurfacing Project 76015003 – no bids received; WPCP Concrete Repair Phase II Project 520130017 – Award Contract, Hay Construction, $231,662.50; Sewer department equipment purchase – 1 ton dump truck with platform and hoist, best responsible bid from Jensen Ford for the truck and platform & hoist by Hawkeye Truck, $26,425.

ADJOURNMENT

The meeting adjourned at 1:16 PM.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

RAW

the City of Marshalltown

POLICE DEPARTMENT

James L. Lowrance, Mayor
Randy A. Wetmore, City Administrator
Michael W. Tupper, Chief of Police
22 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5725
Fax - (641) 752-1211

Date: May 22, 2015

To: Randy Wetmore, City Administrator

From: Captain Christopher Jones

Subject: FY 2015-2016 Marked Police Vehicle Purchases

For FY 2015-2016 the police department was allowed $120,000.00 in CIP funding to purchase three police vehicles and all related equipment. The following vehicles have been recommended for replacement: 2012 Dodge Charger (78,751 miles), a 2012 Dodge Charger (113,035), and a 2004 Ford Crown Victoria (105,145).

Staff members have test driven several vehicles from a variety of vendors. 7 dealers were contacted, 3 of them locally. These dealers were Jensen Ford in Marshalltown, Clemons Chevrolet in Marshalltown, and Ken Wise Dodge in Marshalltown, Stivers Ford in Waukee (State bid for Ford Interceptors), Karl's Chevrolet in Ankeny (State bid for Chevy Tahoe's, Impalas and Caprices), Deery Brothers in Pleasant Hill, Stew Hansen in Waukee (State bid for Dodge Chargers, Durango's and Ram trucks).

After reviewing all available law enforcement patrol rated vehicles in our area, staff recommends the 4x4 Chevrolet Tahoe because it offers more interior room than other comparable vehicles and we have had good success with the reliability and versatility of the Tahoes we currently own. The 4x4 handles well and is very useful in the winter. It is also believed that the AWD Chargers would better meet our needs during winter driving and provide improved vehicle traction control. The Chargers also have more interior room than the Chevrolet Caprices and Impala we currently own.

It is recommended that the police department purchase two black AWD Dodge Chargers from Stew Hansen at a cost of $48,000 ($24,000 each). It is also recommend that the department purchase a black 2015 4x4 Tahoe from Deery Brothers for $32,282. Our total for all three vehicles will be $80,282 (minus the tax, title, and license fees). With the trade-in values at Stew Hansen for our two Dodge Chargers ($18,500) and the trade-in value at Deery Brothers for our 2004 Ford Crown Victoria ($1,300), the final purchase price for all three vehicles will be $60,482 (minus the tax, title, and license fees).

In addition to the price of these vehicles, new equipment will need to be purchased for the Chevrolet Tahoe (e.g. a cage, camera, trunk tray, console, and weapon rack). There will be equipment recovered from the current Dodge Chargers that may be placed into the new Dodge Chargers, but due to modifications in the new body style and the fabrications that we have already made in adjusting the current interior components in 2012 while installing features from our replaced Ford Crown Victorias to the Dodge Chargers, I am not sure of the final total cost of equipping both vehicles. I'm estimating all new equipment for all three vehicles at a total cost of approximately $39,000. This would include all wrappings and lettering for all three vehicles. This would bring this vehicle project to a total of **$99,482 (minus the tax, title, and license fees).** Well below our $120,000 CIP budget. If you have any questions or concerns about this issue, please let me know.

Thank-you for your consideration,

Captain Christopher Jones

Cc: Chief of Police Michael Tupper
Sgt. Rick Bellile
Sgt. Patricia Thein
Alicia Hunter, Administrative Assistant

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

* Vertical Public Improvements means buildings, all appurtenant structures, utiliities, incidental street improvements including sidewaks, 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 Date
5/28/15	Cleaning by Stephanie	Police Janitorial Contract - $1,000 per month	General	$ 12,000.00	6/8/2015
5/13/15	Jensen Ford, inc.	Sewer Division 1 Ton Cab and Chassis Truck	CIP	$ 20,175.00	6/8/2015
5/13/15	Hawkeye Truck	installation of platform and hoist for sewer 1 ton truck	CIP	$ 6,250.00	6/8/2015

RAW

the City of Marshalltown

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

DEPARTMENT OF PUBLIC WORKS

May 13, 2015

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

Spreadsheet 6/8/15

From: Steve Simons
Sewer Superintendent

Re: Equipment Purchase – FY 2014-2015 1 Ton Cab and Chassis Truck with Electric Hoist

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 1 Ton Dump Truck from Jensen Ford with installation of platform and hoist by Hawkeye Truck.

Background: The 2014-2015 CIP has money to replace a 1 Ton Dump Truck in the Sewer Department. The total budget for the truck is $29,000. Staff requested quotes from three local dealers. Jensen Ford was the only response, quoting $20,175 with trade in value on a 2006 Ford F350. Staff also requested a quote on installation of the platform and hoist. Hawkeye Truck quoted $6,250.

Budget Impact: The sum of both purchases is $26,425.00, totaling $2,725.00 less than the budgeted amount.

Attachment: Jensen Ford Quotation, Hawkeye Truck Quotation

cc: Randy Wetmore, City Administrator

JANITORIAL SERVICE SPECIFICATIONS
CITY OF MARSHALLTOWN POLICE DEPARTMENT

These Specifications and General Provisions shall govern contracted janitorial service to the City of Marshalltown's Police Department. The following outlines service required by the City for the Police Department.

MATERIALS

The service provider shall use clean mops, cloths and other materials when starting their work. All supplies for cleaning shall be provided by the service provider unless otherwise agreed to in writing between the City and the service provider.

BUILDING LOCATION & AREA TO BE CLEANED

Marshalltown Police Department, 22 North Center Street
Contact Person: Christopher Jones
Phone Number: (641) 754-5729
The first floor of the Police Department and the west half of the basement.

PL Spreadsheet 6/8/15

HOURS OF BUILDING OPERATION

The Police Department is in operation 24 hours per day and seven days per week. The City observes the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and the day after, Christmas Day, and a floating holiday that is usually around Christmas. When holidays fall on a Saturday or Sunday the preceding Friday or following Monday are observe as the holiday.

Janitorial services should be provided Monday – Friday between the hours of 8:00 am – 5:00 pm.

INSURANCE

The service provider shall maintain the following minimum insurance and shall provide a certificate denoting terms, insurance company and limits of coverage. A current certificate will be provided 30 days prior to coverage expiring.

General Liability:	
Bodily Injury	$500,000
Property Damage	$1,000,000
Personal Injury	$1,000,000
Excess Liability	$2,000,000
Workman's Compensation	Statutory Limits

HOLD HARMLESS AND INDEMNIFICATION

In providing services under this contract, the contractor is an independent contractor, not an employee of the City of Marshalltown for any purpose. The contractor shall be responsible for all federal and/or state tax, business insurance, and social security liability that may result from the performance of and compensation for these services and shall make no claim for career service or civil service rights, worker's compensation or other rights which may accrue to a City employee under state or local law.

The City assumes no responsibility for the payment of any compensation, wages, benefits or taxes to, or on behalf of the contractor, its employees or others by reason of this contract. The contractor shall protect, indemnify and save harmless the City, its officers, agents and employees from and against any and all claims, costs and losses whatsoever occurring or resulting from:

1. The contractor's failure to pay any such compensation, wages, benefits, or taxes; and

2. The supplying to the contractor of work, services, materials or supplies by agency employees or others in connection with the performance of this contract.

The contractor further agrees that it is financially responsible for and shall repay the City all indicated amounts following an audit which occurs due to the negligence, intentional acts or failure for any reason to comply with the terms of the contract by the contractor, its officers, employees, agents or representatives. This duty to repay the City shall not be diminished or extinguished by the prior termination of the contract. The contractor shall indemnity and hold the City of Marshalltown, its agents, employees and officers harmless from and shall process and defend at its own expense any and all claims, demands or costs of any kind whatsoever (hereinafter "claims") brought against the City arising out of or incident of execution of, performance of, or failure to perform to this contract; provided, however, that if such claims are caused by or result from the concurrent negligence of the contractor, its agents, employees and/or officers, this section shall be valid and enforceable only to the extent of the negligence of the contractor, its agents, employees and/or officers; and provided further that nothing in this section shall require the contractor to indemnify, hold harmless, or defend the City, its agents, employees and/or officers from any claims caused by or resulting from the sole negligence of the City, its agents, employees and/or officers. In the event the City is forced to incur attorney's fees, expenses and costs shall be recoverable from the contractor.

SUBLETTING CONTRACTED SERVICES

The service provider will not be permitted to sublet the contracted services resulting from these specifications without prior written consent of the City of Marshalltown.

TERM OF CONTRACT

Service contract shall be for 1 year beginning July 1, 2015 until June 30, 2016. The option to extend the contract for a 2nd year may be agreed upon by both parties. This option will be reviewed in April 2016.

FIRM PRICE CLAUSE

The prices submitted should be the maximum allowed during the contract period.

PAYMENT FOR SERVICES

The City will pay for services rendered from the vendor on a monthly basis.

TERMINATION OF CONTRACT

The City may, by written notice 30 days in advance, terminate the contract in whole or in part, either for the City's convenience or because of failure to fulfill the contract obligations. The Vendor may, by written notice 30 days in advance, terminate the contract.

GENERAL PROVISIONS

The contractor shall provide cleaning staff sufficient to maintain the facility in a clean, orderly manner, observing the cleaning frequencies required in the specifications. The contractor will provide the project manager with the names and social security numbers of all employees assigned to work performed under this contract.

REQUIREMENTS

- The cleaning contractor shall provide competent supervision of all phases of cleaning operations at all times.
- Employees who are assigned to cleaning operations shall be appropriately screened and shall be neat and clean in appearance.
- All cleaning personnel must have appropriate identification with them at all times when they are in the facility.
- All cleaning personnel must conduct themselves in an appropriate manner at all times. A breach of proper conduct may be grounds for dismissal.

- All employees of the contractor are to be apprised of the nature of our business and the necessity to maintain strict confidentiality regarding our clients. Any breach of this is grounds for immediate dismissal.
- Services shall be scheduled for performance during such hours as can be accomplished without interference with normal Police Department operations. Contractor's work schedule shall be subject to joint approval of the Police Chief and the project manager.
- Contractor shall provide all necessary, appropriate, tested and approved supplies, including equipment, machinery, implements. Contractor shall provide all labor.
- The City shall provide all disposables such as trash can liners, paper towels, toilet tissue, and hand soap; however the contractor shall keep and inventory of such disposables and contact the project manager when disposables need to be ordered.
- The cleaning contractor will respond to all service complains the next service date.
- Possession or consumption of alcoholic beverages or illegal drugs by the contractor's employees while at the job site is expressly forbidden.
- The service provider shall clean around materials on the top of desks, cabinets, files, etc. in unassigned offices. Any items left on desks or other horizontal services are not to be disturbed. Cleaning personnel will not open drawers or cabinets.
- Cleaning personnel will not use telephones or any other facility equipment.
- Cleaning personnel will not eat, smoke or drink on the premises, except in designated areas.
- The cleaning contractor will be responsible for any loss or damage caused by cleaning personnel.
- All lights in the facility are to be turned off when cleaning is completed.
- Floor machines will be used in careful manner to avoid damage to walls, baseboards, furniture and carpets.
- Transporting of floor finish, cleaning solutions and other liquids will be accomplished in such a manner as to avoid spillage. Care shall be taken in applying finish to keep it off furniture and walls.
- The storage closets and rooms shall be clean, orderly and free or odor at all times.
- All containers are to be clearly labeled as to contents. Material safety data sheets shall be kept in a three-ring binder for all products used on site in the storage closets and shall be kept current by the contractor.
- The supervisor will report all conditions such as leaky faucets, stopped toilets and drains, broken fixtures, etc. to the project manager within twenty-four hours of discovery.
- All employees shall abide by all building regulations and safety rules which may be established from time to time.
- Sufficient space on the premises shall be assigned by the City of Marshalltown for storage of cleaning materials, implements, and machinery. Adequate utilities will be provided to contractor, without charge, for performance of duties.

DEFINITIONS

Dusted surface: A surface free of dirt, dust streaks, lint and cobwebs.

Swept or vacuumed surface: A floor or stairway free of dust, dirt and debris in corners, behind doors, and under desks, tables, radiators, and other furniture standing of the floor on legs.

Mopped surface: A floor free of dirt, dust, debris, streaks or standing water and without splash marks or water stains on baseboards.

Waxed surface: A thin, even coating of approved non-slip wax. Floors are clean and bright in the entire area, including corners and under furniture.

SPECIAL HAZARDS

Blood and urine spills shall be cleaned with a product such as Prolink disinfectant spray that contains tuberculocidal and viricidal properties.

CLEANING SPECIFICATIONS

DAILY:

Men's restroom	Toilet, Urinal, Vanity, Mirror, Garbage, Floor, Restock supplies
Women's restroom	Toilets, Vanity, Mirror, Garbage, Floor, Restock supplies
Suspect restroom	Toilet, Vanity, Mirror, Garbage, Floor, Restock supplies
Men's locker room	Toilet, Vanity, Mirror, Garbage, Floor, Restock supplies
Women's locker room	Toilet, Vanity, Mirror, Garbage, Floor, Restock supplies
Lobby	Vacuum rugs, Floor, Clean all glass, Sanitize phone
Break Room #1 (up)	Counter, Sink, Table, Floor
Break Room #2 (down)	Counter, Sink, Table, Floor
Main hallways	Dust mop/sweep, Wet mop as needed, Vacuum rugs
Downstairs hallway	Dust mop/sweep, Wet mop as needed

WEEKLY:

Men's locker room	Clean shower
Women's locker room	Clean shower
Front walk-in office	Vacuum, dust
Interview room	Vacuum, dust
Patrol cubicles (2)	Vacuum, dust
Admin waiting area	Vacuum, dust
Stairwell	Dust mop/sweep as needed, Wet mop as needed
Briefing room	Sanitize tables, vacuum, garbage

MONTHLY:

Men's Restroom	Clean walls, dust top of lockers
Women's Restroom	Clean walls, dust top of lockers
Main Hallways	Buff/Wax floor
Downstairs Hallway	Buff/Wax floor

Contract effective: July 1, 2015 to June 30, 2016

Executed this 20th Day of May, 20 15

Stephanie Guerra

Service Provider
Cleaning By Stephanie

05-28-15

Chief of Police

Raw

the City of Marshalltown

POLICE DEPARTMENT

James L. Lowrance, Mayor
Randy A. Wetmore, City Administrator
Michael W. Tupper, Chief of Police
22 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5725
Fax - (641) 752-1211

Date: June 1, 2015

To: Civil Service Commission

From: Michael W. Tupper, Chief of Police

Subject: Police Officer Certified Hire List

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

Rank	Name	Score (Actual/Total Possible)
1	Logan Wolf	152.10/197.4
2	Preston King*	151.50/197.4
3	Kyle Rich*	149.80/197.4
4	Devin Mandi	147.05/197.4
5	Tanner Hunt*	146.70/197.4
6	Kira Lazenby	143.50/197.4
7	Gideon Kluge	142.85/197.4
8	Jordan Vivanh	141.15/197.4
9	Hayley McCarthy	140.40/197.4
10	Sean Seymour	139.55/197.4

*(*Veteran Preference 9.40)*

This list will be valid for a period not to exceed June 2. 2016

Certified by Civil Service Commission on the 2nd day of June 2015.

Mary Stevens

Mary Stevens, Civil Service Commission Chair

RAW

the City of Marshalltown

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

DEPARTMENT OF PUBLIC WORKS

May 20, 2015

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

From: Justin Nickel
Director of Public Works

Re: Order Construction – 2015 Sidewalk Repair Project (76015007)

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

Recommendation: Staff recommends approving the Resolution ordering construction of the 2015 Sidewalk Repair Project

Background: City Staff has prepared plans for repair of sidewalks in various locations. The majority of repairs are located on North Center Street.

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

Attachment: None

cc: Randy Wetmore, City Administrator

RESOLUTION ORDERING CONSTRUCTION OF THE 2015 SIDEWALK REPAIR PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS, BEING PROJECT NUMBER 76015007

WHEREAS there is now on file in the office of the City Clerk proposed plans, specifications, form of contract and estimated costs for the construction of the 2015 Sidewalk Repair, Project No.76015007, in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No. 76015007, and

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

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

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

Section 1. This Council does hereby order the construction of the 2015 Sidewalk Repair Project in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. 76015007 now on file in the office of the City Clerk of Marshalltown, Iowa.

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

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

Section 4. That the said improvements shall be paid for from such funds of the City as may be legally used for such purposes, or from the proceeds of the issuance of such bonds as may be legally issued for such purposes or from any combination of such methods of financing and will be paid in accordance with the Notice to Bidders duly published in connection therewith. The Finance Director shall establish on the books a 2015 Sidewalk Repair Project fund and the bond proceeds or such funds of the City as may be legally used for such purposes are hereby appropriated to pay all costs of the improvements including legal publication, bond, design, engineering, survey and inspection, contract and contingency cost as estimated by the Engineer. The Finance Director is directed to advance all sums necessary from the project fund, and to set up on the books the obligations and receivables of the fund.

Section 5. The City Clerk is hereby directed to publish notice of hearing on plans, specifications, and form of contract and estimated cost in the manner provided by law for the public improvement outlined herein and that any person interested therein may appear and make objections thereto, if any he has. This Council will meet in the Council Chamber, Second Floor, 10 West State Street at Marshalltown, Iowa, at 5:30 o'clock P.M., local time on the 22nd day of June, 2015 , for the purpose of hearing all of said objections so made and for taking final action upon the plans, specifications, and form of contract now on file.

Section 6. The City Clerk is further directed to advertise for bids in the manner provided by law for the construction of said improvements, setting forth in said notice such necessary pertinent information as will advise prospective bidders thereof together with the proposed manner of payment of the work to be constructed and that such bids be filed and received in the office of the City Clerk of Marshalltown, Iowa, up to 10:00 o'clock A.M., local time, on the 25th day of June, 2015. The bids will be opened, read, and tabulated by the City Engineer or his designate at that time and will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, at 5:30 o'clock P.M., local time, on the 13th day of July, 2015, or at such later time and place as may then be fixed for considering such bids as shall be filed in connection with the improvement herein ordered and in compliance with the notice of taking bids therein, hereby ordered to be published.

Passed this 8th day of June, 2015, and signed this __________ day of June 2015

CITY OF MARSHALLTOWN, IOWA

____
James L. Lowrance, Mayor

ATTEST:

____
Shari L. Coughenour, CMC, City Clerk

PROJECT TIMELINE FOR RESOLUTIONS AND PUBLICATIONS

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

1	Project Name:	________			
2	Project Number:				**PUBLICATION DATES**
3	**TIF funds used? (yes/no)**	**NO**			
	No - go to line 6				
4	Public hearing date:		Public Hearing Notice to TR before 5PM on date: ##########################		
5	Resolution Approving TIF / Internal Loan Fund			not before 20 days	##
				within 4 days	##########################
	RESOLUTIONS:	**DATES:**			
6	Order Construction	**6/8/2015**			
7	Plans & Specs w/ hearing & Notice to Bidders	**6/22/2015**	Plans Spec Notice to TR before date: **Friday, June 12, 2015**		
				not before 20 days	**Tuesday, June 02, 2015**
				within 4 days	**Wednesday, June 17, 2015**
8	Bids Due 10 AM	**Thursday, June 25, 2015**	Bid Notice to TR before date: **Wednesday, June 17, 2015**		
				not before 20 days	**Friday, June 05, 2015**
				within 4 days	**Saturday, June 20, 2015**
9	Accept Bid	**7/13/2015**			
10	Award Contract	**7/27/2015**			

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

RESOLUTION APPROVING ENGINEERING SERVICES CONTRACT WITH FOX ENGINEERING ASSOCIATES, INC., AND THE CITY OF MARSHALLTOWN FOR THE 2015 SANITARY SEWER TELEVISING PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NUMBER 59015011 IN THE AMOUNT OF $33,200.00

WHEREAS the contract with FOX Engineering Associates, Inc., for Engineering Services for the 2015 Sanitary Sewer Televising Project and that the said contract for sanitary sewer rehabilitation is now before this Council for final approval.

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

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

Section 1. That the contract for Engineering Services for the 2015 Sanitary Sewer Televising Project in the amount of $33,200.00, be accepted and approved.

Passed this 8th day of June 2015, and signed this ____ day of June 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

RPW

the City of Marshalltown

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

DEPARTMENT OF PUBLIC WORKS

May 19, 2015

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

From: Justin Nickel
Director of Public Works

Re: Agreement – Fox Engineering for engineering services for 2015 Sanitary Sewer Televising Project (59015011)

Policy Issue: City policy requires Governing Body approval of Agreements when consideration exceeds $35,000. The aggregate total of the Fox contract will exceed $35,000 when construction services are added via amendment to this contract.

Recommendation: Staff recommends approving the Agreement with Fox for design of the 2015 Sanitary Sewer Televising project for a fee not to exceed $33,200. Fox's services include planning, engineering design, construction documents and bidding phase services. The project consists of televising, maintenance and repairs to sewers and manholes.

Background: These repairs are required as part of the Consent Decree mandated by the Iowa Department of Natural Resources.

Budget Impact: The Budget has sufficient funds included for design of this project.

Attachment: Agreement.

cc: Randy Wetmore, City Administrator

Contract No. ____________
Project No. 59015011

CITY OF MARSHALLTOWN, IOWA

PUBLIC WORKS DEPARTMENT

**STANDARD AGREEMENT
FOR
ENGINEERING SERVICES**

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

WITNESSETH:

WHEREAS, the Owner wishes to employ the Engineer to perform professional engineering services on The 2015 Sanitary Sewer Televising Project – Number 59015011. These services include planning, engineering design, construction documents, and construction related services for the sanitary sewer televising, maintenance, and repairs located in the City of Marshalltown. The Project will include the televising of sanitary sewer that was not televised in the original 2009 project due to heavy pipe scale, projections, collapses, tree roots, and other associated issues with the sewer; and, WHEREAS, the Owner requires certain engineering services in connection with the Project (the Services);

and,

WHEREAS, the Engineer is prepared to provide the Services;

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

ARTICLE 1 - EFFECTIVE DATE

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

ARTICLE 2 - GOVERNING LAW

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

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform the Services described in Exhibit A, Scope of Services, in accordance with applicable sections of the City of Marshalltown Storm and Sanitary Sewer Specifications, the Iowa Statewide Urban Standard Specifications for Public Improvements, the Iowa Statewide Urban Design Standards for Public Improvements, which attachment is made part of this Agreement.

ARTICLE 4 - COMPENSATION

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

ARTICLE 5 – OWNER'S RESPONSIBILITIES

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

ARTICLE 6 - SUPPLEMENTAL AGREEMENTS

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

ARTICLE 7 - PROJECT SCHEDULE

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

ARTICLE 8 - STANDARD OF CARE

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

ARTICLE 9 - INDEMNIFICATION AND INSURANCE

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

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

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

(1) Commercial General Liability Insurance, with a limit of $1,000,000 for each occurrence and $2,000,000 in the general aggregate.

(2) Automobile Liability Insurance, with a limit of $1,000,000 for each accident, combined single limit for bodily injury and property damage.

(3) Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of $500,000 for each accident.

(4) Professional Liability Insurance, with a limit of $1,000,000 for each claim and aggregate.

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

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

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

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

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 12 - REUSE OF DOCUMENTS

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

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the sole property of Owner, however, that both Owner and Engineer shall have the unrestricted right to their use. Engineer shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property protected under the copyright laws of the United States. Rights to intellectual property developed, utilized, or modified in the performance of services shall remain the property of Engineer. Owner shall have the unlimited right to the use of intellectual property developed, utilized, or modified in the performance of the Services at no additional cost to the Owner.

ARTICLE 14 - TERMINATION

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

ARTICLE 15 - DELAY IN PERFORMANCE

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

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

For delays in performance by Engineer, as set forth in Attachment E, Project Schedule, which are caused by circumstances which are within its control, such delays shall be documented on the Engineer's Project Performance Evaluation form. Said form shall be completed at the conclusion of Project and acknowledged by both Owner and Engineer. Completed form shall be retained by Owner for a period of five years and reviewed prior to consultant selection for City projects.

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

ARTICLE 16 - COMMUNICATIONS

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

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

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

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

ARTICLE 17 - WAIVER

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

ARTICLE 18 - SEVERABILITY

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

ARTICLE 19 - INTEGRATION

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

ARTICLE 20 - SUCCESSORS AND ASSIGNS

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

ARTICLE 21 - ASSIGNMENT

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

ARTICLE 22 - THIRD PARTY RIGHTS

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

ARTICLE 23 – RELATIONSHIP OF PARTIES

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

Contract No. ___________
Project No. 59015011

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

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

James Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Date

Engineer

By: Scott Renaud, P.E.
FOX Engineering Associates, Inc.

Contract No.________
Project No.59015011

EXHIBIT A
TO
AGREEMENT FOR ENGINEERING SERVICES

Owner:	City of Marshalltown, Iowa
Engineer:	FOX Engineering Associates, Inc.
Project Number & Name:	59015011 – 2015 Sanitary Sewer Televising Project

Engineer's Scope of Services

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

PART 1 – BASIC SERVICES

The project is specifically defined below:

The **2015 Sanitary Sewer Televising Project** will consist of televising approximately 47,000 linear feet of sanitary sewer that was not able to be televised in the 2009 televising project. The work includes televising small and large diameter lines that had issues with access (off hard surface) and pipe condition (scale, tree roots, projections, collapses, excessive debris, etc.) The Engineer will provide planning, engineering design, construction documents, and construction related services for the project. After completion of the televising an evaluation of the sanitary sewer condition will be made by the Engineer, based on video inspection records completed for the project. It is anticipated that the condition of these sewers will make them candidates for the 2016 Sanitary Sewer Rehabilitation (CIPP) project. Contract Documents will be prepared using base mapping and GIS information provided by the City. It is not anticipated that a topographic survey of the sanitary sewer system, sanitary sewer capacity, or further evaluation of sanitary sewer manhole conditions, will to be need to be completed by the Engineer.

The Engineer agrees to provide the following services.

TASK 420 – FINAL DESIGN, PLANS, SPECIFICATIONS AND PREPARATION OF CONTRACT DOCUMENTS

Project Management

Perform ongoing management and supervision of the Engineer's project staff, and coordination with City Staff, during planning, design, and construction of the project.

Progress Meetings

Attend and document regularly scheduled progress meetings with City staff and other parties as appropriate. Bi-weekly progress meetings will be scheduled with the City staff during design.

Evaluation of Sanitary Sewers and Manholes

Observe televised video inspection of sanitary sewers and logs completed as part of the Project. Approximately 47,000 linear feet of inspection records will be evaluated to identify sanitary sewer to be CIPP lined as part of a future project.

Plans, Specifications and Contract Documents

Prepare written specifications and Contract Documents based on the City of Marshalltown Storm and Sanitary Sewer Specifications and City of Marshalltown Standard Contract Documents. The Contract Documents will likely consist of Notice to Bidders, Proposal Form, Bid Bond, Performance, Payment, and Maintenance Bonds, Supplementary Conditions, Technical Specifications, and Project Works Lists and Drawings. Drawings created to convey project locations will be 11" x 17" or smaller, to be bound into the project manual. City base mapping and GIS information will be the basis of the project location drawings.

Locations of sanitary sewers and manholes to be lined will be depicted graphically. Additional information regarding pipe sizes and segment lengths for lining will be presented in tabular format. Detailed traffic control plans for each project location will not be prepared, but contract language will require the contractor to provide traffic control in accordance with Iowa DOT Standards and the Manual on Uniform Traffic Control Devices.

Estimate of Quantities and Opinion of Probable Construction Costs

Tabulate project quantities and prepare an Opinion of Probable Construction Costs for the planned improvements. Cost opinion will be based on engineering judgment and recent bids received for similar types of work.

Permitting

An Iowa DNR Wastewater Construction Permit is not required for this type of project.

TASK 440 – BIDDING PHASE SERVICES

Assist the City with advertising and distribution of bidding documents.

a) Create a Notice of Hearing and Letting and provide to the City for publication.
b) Distribute plans, specifications and bid documents to prospective bidders in accordance with Iowa Code. FOX will use an electronic plan service for distribution of an unlimited number of contract documents. Hard copies will be provided at no charge to those unable to use the electronic method of distribution.
c) Maintain a plan holders list.
d) Answer contractor questions and prepare clarification or additional language for addendum, if necessary.
e) Assist the City with bid opening and tabulation of bids. FOX will provide an analysis of bids and recommendations.
f) Prepare construction contract forms to be executed by the contractor and City.

<u>SUPPLEMENTAL SERVICES</u>

Any work requested by the Owner that is not included in the Basic Services will be classified as Supplemental Services. Supplemental Services shall include, but are not limited to the following.

FOX Engineering provides a full range of services that include the following:

Topographic and Legal Surveying, Geotechnical Engineering and Material Testing, Structural Engineering, Municipal/Civil Engineering, Traffic Planning and Transportation Engineering, and Environmental Services.

(End of Exhibit A)

EXHIBIT B
TO
AGREEMENT FOR ENGINEERING SERVICES

Owner:	City of Marshalltown, Iowa
Engineer:	FOX Engineering Associates, Inc.
Project Number & Name:	59015011 – 2015 Sanitary Sewer Televising Project

COMPENSATION - Payments to ENGINEER for Services and Reimbursable Expenses

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

B1.01 Compensation For Basic Services

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

1. Fees in the amount of $33,200 on the following assumed distribution of compensation:

   Task 420 - Final Design, Plans, Specifications and Preparation of Contract Documents...fixed fee $30,000
   Task 440 - Bidding Phase Services...fixed fee $3,200

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total compensation amount unless approved in writing by the Owner.

3. The portion of the Fixed Fee amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Fixed Fee.

4. Hourly rates for each classification are as defined by the Engineer's rate schedule, see Exhibit F. Hourly charge rates are subject to adjustment annually on January 1. Overtime, when authorized by the Owner, will be billed at the normal hourly rate times the rates listed (non-engineer time only).

5. Reimbursable charges will be considered the amount of actual costs of expenses or charges, including such items as staking materials, equipment rental, equipment hourly charges, mileage, reproduction, and similar project related expenses.

B1.04 Compensation Procedures

A. Payments shall be made monthly in amounts which are consistent with the amount of engineering services provided, as determined by the Engineer.

B. The entire amount of each statement shall be due and payable upon receipt by the Owner.

C. It is understood and agreed:

   a. That the Engineer shall start the performance of the Services within 10 days of receipt of a notice to proceed and shall complete the work in accordance with the contract times set forth in the Exhibit E, Project Schedule.

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

(End of Exhibit B)

Contract No._________
Project No.59015011

EXHIBIT C
TO
AGREEMENT FOR ENGINEERING SERVICES

Owner:	City of Marshalltown, Iowa
Engineer:	FOX Engineering Associates, Inc.
Project Number & Name:	59015011 – 2015 Sanitary Sewer Televising Project

Owner's Responsibilities

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

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

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

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

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

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

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

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

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

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

H. Provide, as required for the Project:

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

I. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

J. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

(End of Exhibit C)

EXHIBIT D
TO
AGREEMENT FOR ENGINEERING SERVICES

Owner:	City of Marshalltown, Iowa
Engineer:	FOX Engineering Associates, Inc.
Project Number & Name:	59015011 - 2015 Sanitary Sewer Televising Project

Supplemental Agreements

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

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

2. *Delays.* The ENGINEER is not responsible for delays caused by factors beyond the ENGINEER's reasonable control.

EXHIBIT E

Project Number & Name: **59015011 – 2015 Sanitary Sewer Televising Project**

Project Schedule

ITEM	DATE	COMMENTS
PROJECT INITIATION	April 2015	
PROJECT TO COUNCIL	April 27, 2015	Council Discussion
PLANS, SPECS., CONTRACT & ESTIMATE OF COST ON FILE	May 11, 2015	Plans completed by FOX.
RESOLUTION ORDERING CONSTRUCTION & SETTING HEARING	May 11, 2015	Regular Council Meeting (2nd Monday)
NOTICE TO BIDDERS	May 12, 2015	Notice of Hearing & Letting
NOTICE OF HEARING ON PLANS & SPECS.	May 12, 2015	Notice of Hearing & Letting
A) DATE PUBLISHED	5/15 to 5/30	Range of acceptable dates
B) HEARING DATE	May 25, 2015	Regular Council Meeting
RESOLUTION APPROVING PLANS & SPECS. AFTER HEARING	May 25, 2015	Regular Council Meeting
BID OPENING DATE	June 4, 2015	In office opening.
RESOLUTION ACCEPTING BIDS AND AWARDING CONTRACT	June 8, 2105 June 22, 2015	Council Discussion Council Meeting
RESOLUTION APPROVING CONTRACT & BOND	July 13, 2015	Council Meeting
PRE-CONSTRUCTION MEETING	July/August 2015	At WWTP
PROJECT START DATE	July/August 2015	Suggested start
COMPLETION DATE	Nov. 15, 2015	Substantial/ Final would be December 31, 2013
RESOLUTION ACCEPTING CERTIFICATE OF COMPLETION & PROJECT	Dec. 14, 2015	Regular Council Meeting

RESOLUTION APPROVING ENGINEERING SERVICES CONTRACT
FOR SOUTH 18^{TH} AVENUE IMPROVEMENTS (MENARDS)
IN THE CITY OF MARSHALLTOWN, IOWA,
BEING PROJECT NUMBER 76015011

WHEREAS the contract with Clapsaddle-Garber Associates, Inc., for Engineering Services for the construction of the South 18^{th} Avenue Improvements (Menards) Project and that the said contract is now before this Council for final approval.

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

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

Section 1. That the contract for Engineering Services for the South 18^{th} Avenue Improvements (Menards) Project in the amount of $18,981.00, be accepted and approved.

Passed this 8^{th} day of June 2015, and signed this ____ day of June 2015.

CITY OF MARSHALLTOWN, IOWA

____
James L. Lowrance, Mayor

ATTEST:

____
Shari L. Coughenour, CMC, City Clerk

RDW

the City of Marshalltown

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

DEPARTMENT OF PUBLIC WORKS

May 19, 2015

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

From: Justin Nickel
Director of Public Works

Re: Agreement – Clapsaddle-Garber Associates, Inc. for engineering services for 2015 South 18th Avenue Improvements (76015011)

Policy Issue: City policy requires Governing Body approval of Agreements when consideration exceeds $35,000. The aggregate total of the CGA contract will exceed $35,000 when construction services are added via amendment to this contract.

Recommendation: Staff recommends approving the Agreement with CGA for design of the 2015 South 18th Avenue Improvements project for a fee not to exceed $18,981. CGA's services include planning, engineering design, construction documents and bidding phase services. The project consists of constructing turnlanes on South 18th Avenue at the entrance locations for the Menard's Distribution Facility.

Background: These turn lanes were deemed necessary for the new Menard's facility after the completion of a traffic study/

Budget Impact: The project will be funded 50/50 by a RISE grant from the Iowa DOT and the developer.

Attachment: Agreement.

cc: Randy Wetmore, City Administrator

Engineering Services Agreement

This AGREEMENT made as of the ____ day of ____________, 2015, by and between the **City of Marshalltown**, hereinafter called the OWNER, and **Clapsaddle-Garber Associates, Inc.**, a corporation legally formed under the provisions of Chapter 496A of the 1966 Code of Iowa, hereinafter called the ENGINEER.

WHEREAS, the OWNER desires to construct turnlanes on South 18th Avenue at the entrance locations for the Menard's Distribution Facility.

WHEREAS, the OWNER requires professional engineering services from the ENGINEER for the project described as **2015 South 18th Avenue Improvements.**

1. THE ENGINEER AGREES TO perform the following engineering services for the Project.

    a. GENERAL: The Engineer has reviewed the site of the project, the engineering services and land surveying services involved and the Engineer shall serve as the Owner's professional representative in the services required for the Project, and shall give consultation and advice to the Owner during the performance of his services.

    The Engineer shall secure and maintain such insurance as will protect him from claims under the workmen's compensation acts and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this Agreement.

    b. SCOPE OF ENGINEERING SERVICES: The Engineer shall perform those tasks described in Attachment A - Scope of Engineering Services.

    c. TIME SCHEDULE FOR EXECUTION OF ENGINEERING SERVICES: The Engineer acknowledges the importance to the Owner of the project schedule and agrees to put forth reasonable efforts in performing the service with due diligence under this Agreement. Preliminary Design shall commence in May of 2015 with a planned bid letting in the late summer / fall of 2015 and construction in fall of 2015. This schedule is highly dependent on IDOT, IDNR, and Army Corp of Engineer's review and permitting processes. The Owner understands, however, that the Engineer's performance must be governed by sound professional practices and will be affected by outside influences beyond the Engineer's control.

    d. ADDITIONAL SPECIAL SERVICES: If authorized in writing by Owner, Engineer shall furnish or obtain from others, Additional Special Services not described in the scope of services included in this Agreement. The scope of the Additional Special Services and the related cost shall be negotiated as the need arises.

2. THE OWNER AGREES to provide the Engineer with complete information concerning the requirements of the Project and to perform the following services:

a. ACCESS TO THE WORK: The Owner shall guarantee access to and make all provisions for the Engineer to enter upon public lands as required for the Engineer to perform such work as surveys and site visits in the development of the Project. The Engineer will contact private property owners for permission of entry to private lands.

b. CONSIDERATION OF THE ENGINEER'S WORK: The Owner shall give thorough consideration to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Engineer, and shall inform the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.

c. LEGAL REQUIREMENTS: The Owner shall hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the Project, and pay all costs incidental thereto.

d. INFORMATION PROVIDED BY OTHERS: The Owner shall furnish, at the Owner's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Engineer may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

3. THE OWNER'S PAYMENTS TO THE ENGINEER:

a. GENERAL

(1) Abandoned or Suspended Work: If any work performed by the Engineer is abandoned or suspended in whole or in part, the Engineer shall be paid for costs incurred prior to receipt of written notice from the Owner of such abandonment or suspension, together with any terminal expenses resulting therefrom, and including a reasonable profit.

(2) Payments to the Engineer shall be due and payable from monthly statements. Payments not received within thirty (30) days of the invoice date will be subject to an interest charge of eighteen (18%) percent per annum from the date of the invoice.

b. PAYMENTS FOR DESIGN AND CONSTRUCTION SERVICES: The Owner shall pay the Engineer on an hourly rate basis in accordance with Attach C - Hourly Rate Schedule. The **total fee shall not exceed $18,981.00** for Scope of Services described in Attachment A.

4. THE OWNER AND ENGINEER FURTHER AGREE to the following conditions:

a. TERMINATION OF CONTRACT: The Owner may, by written notice, terminate this contract in whole or in part at any time, either for the Owner's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Owner.

If the termination is for the convenience of the Owner, an equitable adjustment in the contract price shall be made including termination expenses, but no amount shall be allowed for anticipated profit on unperformed services.

If, after notice of termination for failure to fulfill contract obligations, it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the Owner. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

The rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

b. DISPUTE RESOLUTION: In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and Engineer agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

c. OWNERSHIP OF DOCUMENTS: All documents including plans and specifications prepared by the Engineer pursuant to this Agreement are instruments of service in the Project. They are not intended or represented to be suitable for reuse by the Owner or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Engineer for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the Engineer; and the Owner shall indemnify and hold harmless the Engineer from all claims, damages, losses and expenses including attorney' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the Engineer to further compensation at rates to be agreed upon by the Owner and Engineer. The Engineer will provide the Owner a set of reproducibles for use in the Owner's preparation of record drawings.

d. <u>OPINION OF PROBABLE COST</u>: Statements of probable construction costs and detailed cost estimates prepared by the Engineer represent his judgment as a design professional familiar with the construction industry. It is recognized, however, that the Engineer has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the Engineer does not guarantee that any actual cost will not vary from any cost estimate prepared by the Engineer.

e. <u>JOBSITE SAFETY</u>: Neither the professional activities of the Engineer, nor the presence of the Engineer's employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety.

f. <u>CERTIFICATE OF MERIT</u>: The Owner shall make no claim (whether directly, in the form of a third-party claim, or for indemnity) against the Engineer unless the Owner shall have first provided the Engineer with a written certification executed by an independent Engineer licensed in Iowa to practice in the same discipline as the Engineer specifying those acts or omissions which the certifier contends constitutes a violation of the standard of care expected of an Engineer performing professional services under similar circumstances and upon which the claim will be premised. Such certification shall be provided to the Engineer thirty (30) days prior to the presentation of, and shall be a precondition to any such claim or the institution of, any arbitration or judicial proceeding.

g. <u>CONSTRUCTION OBSERVATION</u>: The Engineer or his designee shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Owner and the Engineer, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Engineer, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, the Engineer shall keep the Owner informed about the progress of the Work, and shall endeavor to guard the Owner against deficiencies in the Work. If the Owner desires more extensive project observation or fulltime project representation, the Owner shall request that such services be provided by the Engineer as Additional Services in accordance with the terms of this Agreement.

The Engineer shall not supervise, direct or have control over the Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performances of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

5. SUCCESSORS AND ASSIGNS: This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Engineer respectively and his partners, successors, assigns, and legal representatives. Neither the Owner nor the Engineer shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.

6. SHOP DRAWING REVIEW: The Engineer shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Engineer's review shall be conducted with reasonable promptness while allowing sufficient time in the Engineer's judgment to permit adequate review. Review of a specific item shall not indicate that the Engineer has reviewed the entire assembly of which the item is a component. The Engineer shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Engineer in writing by the Contractor. The Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

7. ATTACHMENTS: The following attachments are included as part of this Agreement.

- Attachment A - Scope of Engineering Services
- Attachment B - Turnlane Exhibits

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

OWNER:	**ENGINEER:**
City of Marshalltown, Iowa	Clapsaddle-Garber Associates, Inc.
By: ______________________	By: ______________________
Title: Mayor	Title: Project Manager

ATTESTED BY:

____

Title: City Clerk

ATTACHMENT A
TO
ENGINEERING SERVICES AGREEMENT

Owner:	City of Marshalltown, Iowa
Engineer:	Clapsaddle-Garber Associates, Inc.
Project Number:	CGA# 5531

SCOPE OF SERVICES

Basic Services

Project Description: The Engineer will conduct a topographic survey and prepare construction plans for the left turn lane construction along South 18th Avenue related to the Menard's Distribution Facility.

The following tasks outline the *anticipated* scope of engineering services necessary to accomplish the proposed improvements.

Task 1.0 – Preliminary and Final Design

1.1 Survey and Mapping of Existing Conditions: Establish alignment, re-establish street right-of-way, set control points, and collect topography and cross section data for development of the detailed plans for the proposed improvements. The extents of the survey shall be sufficient to develop an Existing Conditions Drawing to be used in the project. Visible inspections shall also be performed on existing sewer structures to determine condition and serviceability. The Iowa One Call Design Locate process will be utilized in an attempt to identify locations of existing underground utility facilities.

1.2 Preparation of Drawings: It is anticipated that the detailed plan drawings will consist of a cover sheet; general construction information; bid items, quantities and descriptions; typical detail sheets; typical section sheets; site topography/existing conditions; pollution prevention plan; storm sewer plan & profile sheets; street plan & profile sheets; utility relocation/adjustment sheet and cross section sheets. Drawings shall be developed for submittal to the City for review at the following levels of detail: Preliminary Drawings; 90% Construction Drawings; Final Construction Drawings, as well as submitted to the Iowa DOT for design review and approval.

1.3 Construction Specifications and Contract Documents: Prepare written specifications using the Iowa Statewide Urban Design Standards for Public Improvements (SUDAS) and any City of Marshalltown Supplemental Specifications. Prepare contract bid documents consisting of Notice of Hearing and Letting, Information for Bidders, Form of Proposal, Form of Bid Bond, Form of Contract, Project Insurance Requirements, and Form of Performance, Payment and Maintenance Bond, and Targeted Small Business forms as required by the Iowa DOT for local letting.

1.4 Permits: Prepare and submit plans and documentation required for obtaining coverage under NPDES General Permit No. 2 from the Iowa DNR, including the initial Stormwater Pollution Prevention Plan (SWPPP) that is to be utilized during construction.

1.5 Meeting and Consultation: Conduct and document meetings with City of Marshalltown staff and City Council to communicate and coordinate preparation of the plan. Weekly progress meetings with the City Staff shall be scheduled during the design process. Utility companies will be invited to at least one progress meeting to review preliminary plans.

1.6 Tabulate Quantities/Opinion of Probable Cost: Based on final design plans and specifications, tabulate bid quantities for use in bidding, monitoring and payment for construction work, and prepare an opinion of probable construction costs.

Task 2.0 – Advertising/Bidding/Contract Award

2.1 Advertisement & Distribution of Bidding Documents: CGA shall assist the City with the advertising and distribution of the bidding documents. CGA shall prepare the Notice of Hearing and Letting utilizing the City's standard format. The City shall handle the publicizing of said Notice. CGA shall accept orders and distribute the contract documents to prospective bidders and shall maintain the plan holders list. The plan deposits shall be charged and handled in accordance with Iowa Code.

2.2 Bid Opening and Award: Assist the City in securing and opening of bid proposals. Provide tabulation and analysis of bids. Assist the City in preparing signatory copies of the construction contract. Coordinate review of bids submitted and corresponding documents to the Iowa DOT for review.

Task 3.0 – Construction Phase Engineering Services

3.1 Perform construction administration and construction observation services necessary and incidental to the accomplishment of the projects as follows:

a. Furnish services, labor, materials, equipment, supplies and incidentals, other than those hereinafter designated to be furnished by the City, necessary to conduct and complete the services.

b. Designate a project manager and full-time field representative, who shall have experience and certifications (as determined by the City) to observe all work done and verify that materials that are delivered to the site meet the project specifications. All activities of the full-time field representative will be coordinated with the City's representative. Such services may extend to all and any part of the work. The full-time field representative is not authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the project contractor, however, shall have the authority to reject work or materials until any questions at issue can be referred to and be decided by representatives of the City.

c. Conduct any conferences deemed necessary by the City under the terms of this agreement.

d. Become familiar with the standard practices of the City, contract documents (specifications, construction agreement, special provision and play), and the contractor's proposed schedule of operations prior to beginning field services to be performed under this agreement.

e. Perform the services in accordance with accepted safety practices; however, these will not extend to safety practices of the construction contractor.

f. Furnish all equipment required to accomplish the services, and to check or test it prior to use on the project.

g. Observe all phases of construction and, to the best of our abilities, determine the Contractor's compliance with the Contract Documents and deem unacceptable such work and material which do not comply with the specifications and plans. This clause shall not be construed to mean that the Engineer is guaranteeing the work of the Contractor.

h. Take the field samples and/or test materials to be incorporated into the work. Engineer shall have the authority to reject field samples and materials that do not conform to the Contract Documents. Collection of the required test report records or certificates of compliance for materials tested off the project site prior to their incorporation into the work.

i. Keep daily documentation and quantity summaries as required by the City.

j. Measure and compute all materials incorporated into the work and maintain an item account record in accordance with the method of measurement and basis of payment specified in the Contract Documents.

k. Maintain for the City all original diaries, accounts, records and reports prepared upon completion of the project.

l. Document changes to the plans and submit to the City.

3.2 Provide construction administration services.

m. Conduct any on-site meetings to discuss project issues, as determined necessary by the City's project representative. Meetings should include contractor's superintendent, the City representative, the design engineer(s), and others related to project, as necessary.

n. Coordinate with City Public Works staff on project related issues.

o. Prepare and distribute notes that document any construction meetings.

p. Prepare weekly construction summaries.

q. Coordinate with property owners and businesses affected by the project to minimize disruption to their business/property.

r. Coordinate with project design engineer(s) and the City on project modification / additions so that the original intent of the improvements are maintained and that the proposed modifications / additions are approved by the City prior to construction.

s. Review pay estimates submitted by the Contractor and forward said pay estimates to the City representative with comments.

Taks 4.0 - Funding Administration / Project Closeout

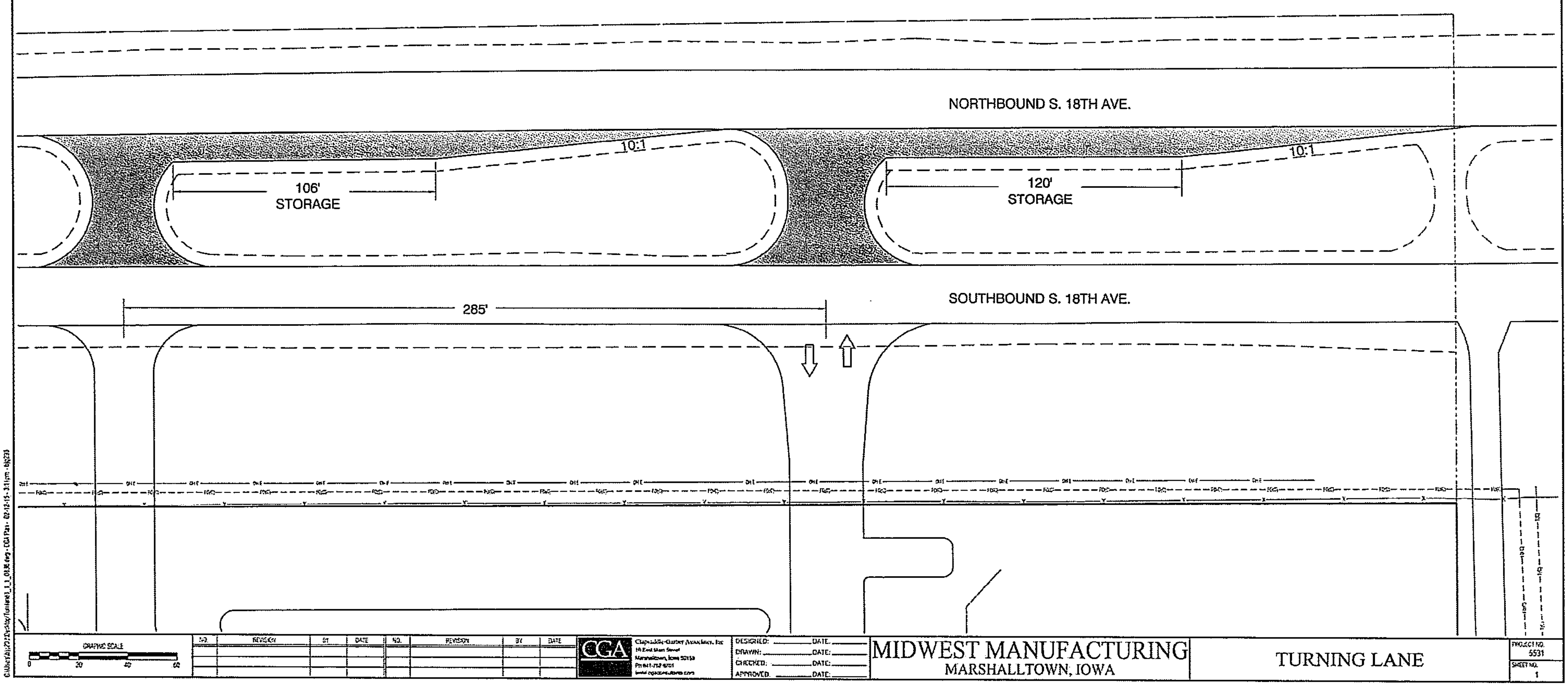
4.1 CGA will coordinate project activity with the Iowa Department of Transportation (Iowa DOT) Office of Local Systems, or other departments as required by the RISE Funding.
4.2 CGA will prepare State or Federal funding requests for reimbursements and submit those to the City for review and approval. CGA will then submit those requests to the appropriate departments at the Iowa DOT for processing.
4.3 CGA will prepare required Iowa DOT project documents for formal project closeout. CGA will attend required meetings with Iowa DOT departments in preparation of project audit, and coordinate the audit with appropriate Iowa DOT personnel.

SUPPLEMENTAL SERVICES

Any work requested by the Owner that is not included in the Basic Services will be classified as Supplemental Services. Supplemental Services shall include, but are not limited to the following:

- Changes in the general scope, extent, or character of the services provided, including but not limited to changes in size, complexity, schedule, character of construction or method of financing; and revising previously accepted studies, reports, or design documents when such revisions are required by changes in laws, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies/reports/documents or designs or due to any other causes beyond the Engineer's control.

ITEM E



NORTHBOUND S. 18TH AVE.
10:1
106'
STORAGE
10:1
120'
STORAGE
SOUTHBOUND S. 18TH AVE.
285'
GRAPHIC SCALE
0
20
40
60
CGA
MIDWEST MANUFACTURING
MARSHALLTOWN, IOWA
TURNING LANE
PROJECT NO.
5531
SHEET NO.
1

2RW

RESOLUTION APPROVING AGREEMENT AMENDMENT NO. 3 BY AND BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND STANLEY CONSULTANTS, INC. FOR ENGINEERING SERVICES FOR SANITARY SEWER RATE STUDY, BEING PROJECT NO. 52012006 IN THE AMOUNT OF $20,900.00

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed agreement amendment number 3, in the amount of $20,900.00 dollars, by and between the City of Marshalltown, Iowa, and Stanley Consultants, Inc. relative to providing additional engineering services for the Sanitary Sewer Rate Study Project, Being Project No. 52012006.

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

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

Section 1. That the agreement amendment number 3 by and between the City Of Marshalltown, Iowa and Stanley Consultants, Inc. relative to Storm Water Utility Rate Project, in the amount of $20,900.00 dollars, being Project No. 52012006, is hereby fully approved in all respects and particulars and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of said City.

Passed this 8th day of June, 2015, and signed this ________ day of June, 2015.

CITY OF MARSHALLTOWN

____
James L. Lowrance, Mayor

ATTEST:

____
Shari L. Coughenour, CMC, City Clerk

Tbw

the City of Marshalltown

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

DEPARTMENT OF PUBLIC WORKS

May 19th, 2014

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

From: Justin Nickel
Director of Public Works

Re: Amend Engineering Service agreement with Stanley Consultants, Project # 52012006 – Sanitary Sewer Rate Study.

Policy Issue: City policy requires all amendments to engineering service agreements be approved and reported in the same manner as the original agreement.

Recommendation: Staff recommends approving the amendment to the engineering service agreement with Stanley Consultants for $20,900.00 to establish new Sanitary Sewer Rates.

Background: The project consists of preparing an update to the city's wastewater rate study. The goal is to establish rates to cover necessary Wastewater Utility operations, maintenance, and overhead costs, maintain a sufficient operation balance, and provide adequate funding for capital improvement projects.

Budget Impact: The rate study will be funded out of the Water Pollution Control operating expense budget.

Attachment: Amend Engineering Service Agreement #3

cc: Randy Wetmore, City Administrator

WASTEWATER RATE STUDY-UPDATE
SCOPE OF SERVICES

I. **GENERAL**

This project consists of preparing an update to the City of Marshalltown (Client) Wastewater Rate Study. The goals of the study are to establish rates to cover necessary Wastewater Utility operations, maintenance, and overhead costs, maintain a sufficient operating balance, and provide adequate funding for capital improvement projects.

II. **BASIC SERVICES**

A. Kick-Off Meeting. Meet with Client to discuss project goals and objectives. Scope and fee is based on discussing both Wastewater and Storm Water Rate Studies at the same meeting.

B. Stanley Consultants agrees to provide the following services for the **Wastewater Rate Study Update**.

1. Data Collection. Prepare a data request and submit to Client. Data files will be provided in Microsoft Excel format. Data that will be provided by the Client includes:
    a. Current Wastewater Utility rate ordinance.
    b. Billing quantities (number of customers; number of processed billings; volume of water usage; and industrial metered wastewater and billed SS, BOD, and TKN) for past three years.
    c. Financial audit reports for past three years showing revenues and expenses for the Wastewater Utility Fund and any current fiscal year budget and year-to-date financial reports.
    d. All debt service payment schedules for capital improvements.
    e. Balance of Operating Fund and all Reserve Funds.
    f. Five-year proposed capital improvement plan and budgets.

2. Determine Current Usage and Project Usage Quantities. Determine current usage and billing characteristics for each customer class using historical data. The information will include number of domestic strength customers and volume of metered water usage; and industrial metered wastewater and measured suspended solids (SS), biochemical oxygen demand (BOD), and Total Kjeldahl Nitrogen (TKN). Summarize historical data for past three years. Project billing quantities for five years.

3. Review and Project Revenue Requirements. Review three years of historical data and one year of budget data. Data will include revenues, nonoperating revenue, operation and maintenance expenses, debt service payments, and capital improvement expenses. Project revenue to be funded from rates for five years.

4. Conduct Cost-of-Service Analysis. Conduct a cost-of-service analysis by assigning expenses (costs) to various wastewater utility functions such as operation and maintenance, debt service and other disbursements. The wastewater utility's costs for providing service will be allocated to the appropriate services including volume, capacity, SS, BOD, TKN, customer billing, customer, and industrial. Cost-of-Service analysis will be based on expense allocations developed in the previous rate study. Calculate unit rates for both User Charge and Capital Financing Charge. Then combine unit rates to develop composite rates for the base charge and flow charge for City Contributors and Industrial pretreated waste, and SS, BOD, and TKN Surcharge. Conduct analysis for each of the next five years to determine rates needed to fund projected operating and capital expenses, and debt service.

5. Design Wastewater Rate. Design a rate structure with phased-in rates over the five-year study period.

   Deliverable: Rate results to Client for review.

6. Discuss Proposed Rates. Telephone conference with Client to discuss proposed rates and incorporate any changes to the rate structure.

7. Prepare Draft Report. The report will summarize the assumptions, approach, and recommendations of the Cost-of-Service Analysis and Rate Design Study. In addition, the draft report will include:
   a. Rate analysis spreadsheets that document the billing quantities, revenues and expenses, fund reserve balances, unit cost-of-service analysis and rate design.
   b. Bill comparisons with proposed rates versus existing rates for typical ranges of customer use.
   c. Comparison of proposed rates with rates of other local similar utilities.
   d. Recommended procedures for implementing and updating rates to reduce rate increase impact.
   e. Frequently asked customer questions that City Council members should expect in regards to wastewater rate adjustments.

   Deliverable: Electronic copy of draft report to Client for review.

8. Meet to Review Draft Report. Meet, by conference call, with Client staff to review draft report.

9. Prepare Final Report. Incorporate any mutually-agreed-to changes into the final report. Finalize report and recommendations.

   Deliverable: Two (2) copies and one electronic PDF file of the final report to Client.

10. Present Results. Present Cost-of-Service Analysis and wastewater rate recommendations at one City Council meeting.

III. ADDITIONAL SERVICES

The following Additional Services are not included in Basic Services and are at CLIENT'S option. These services, if exercised by CLIENT and agreed to by CONSULTANT, shall be paid for in addition to compensation for Basic Services. CONSULTANT is not authorized to proceed with performance of any Additional Services unless they are duly authorized by CLIENT.

A. Attend additional meetings beyond what has been identified in Basic Services.
B. Evaluate additional rate study scenarios beyond what has been identified in Basic Services.
C. Update utility ordinances.
D. Conduct public outreach and educational seminars.

WASTEWATER RATE STUDY UPDATE
FEES AND PAYMENT

1. Compensation for BASIC SERVICES:

   Compensation for the BASIC SERVICES performed by CONSULTANT in accordance with Scope of Services shall be a lump-sum amount of $20,900.00.

2. Compensation for ADDITIONAL SERVICES:

   Compensation for ADDITIONAL SERVICES shall be on an HOURLY basis for DIRECT LABOR PLUS REIMBURSABLE EXPENSES, in accordance with the current "*Hourly Fees and Charges Fiscal Year 2015-2016" (Form BC_C 15-16).*

SUPPLEMENTAL AGREEMENT NO. 3

This Supplemental Agreement, made and entered into by and between STANLEY CONSULTANTS, INC (Consultant) and CITY OF MARSHALLTOWN (Client) amends their agreement of February 27, 2012, for Consultant to provide services to the Client for the Wastewater Rate Study Update Project, as follows:

Scope of Services

This project consists of preparing an update to the City of Marshalltown (Client) Wastewater Rate Study. The goals of the study are to establish rates to cover necessary Wastewater Utility operations, maintenance, and overhead costs, maintain a sufficient operating balance, and provide adequate funding for capital improvement projects (see attached Scope of Services).

Time of Beginning and Completion

May 27, 2015 - December 31, 2015

Fees and Payments

$20,900.00 (see attached Fees and Payments)

Except as specifically amended by this Supplemental Agreement, all the terms and conditions of the original Agreement dated February 27, 2012, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Supplemental Agreement to be executed on the date below indicated.

STANLEY CONSULTANTS, INC

By: Daniel R Fullerton
Daniel R. Fullerton
Project Principal

Date: 5-18-2015

Attest:

By: Sabrina J. Krichel
Sabrina J. Krichel

CITY OF MARSHALLTOWN

By: ______________________

Date: ______________________

Attest:

By: ______________________

M\0_FY_2014_2015\5ICIE-26876_Marshalltown_Study to Update Sewer Rates\Wastewaterr\20150515_SuppAgreementNo3

SC3881 1014

Stanley Consultants

HOURLY FEES AND CHARGES

Fiscal Year 2015-2016

I. Compensation for office-based personnel in the contiguous United States for time in the performance of the work shall be in accordance with the following Hourly Fees:

Classification	Hourly Fee	Classification	Hourly Fee	Classification	Hourly Fee
BC-1	37.00	BC-11	123.00	BC-21	237.00
BC-2	45.00	BC-12	134.00	BC-22	250.00
BC-3	54.00	BC-13	145.00	BC-23	263.00
BC-4	62.00	BC-14	156.00	BC-24	276.00
BC-5	70.00	BC-15	166.00	BC-25	290.00
BC-6	79.00	BC-16	177.00	BC-26	305.00
BC-7	87.00	BC-17	189.00	BC-27	318.00
BC-8	95.00	BC-18	200.00	BC-28	405.00
BC-9	104.00	BC-19	212.00		
BC-10	113.00	BC-20	225.00		

Travel time in the interest of the work and away from the assigned office, either local or intercity, will be charged in accordance with the foregoing schedule. When traveling by public carrier, the maximum charge will be eight hours per day.

II. Compensation for items of expense and other charges incurred in connection with the performance of the work shall be in accordance with the following schedule:

Automobile	\$0.65/mile
Automobile Assigned to Project Site	\$46.00/cal. day
Four-Wheel Drive Vehicles	\$0.80/mile
Four-Wheel Drive Vehicles Assigned to Project Site	\$56.00/cal. day
Ground Transportation (rental car, taxi, etc.)	At Cost Plus 10%
Air Travel (commercial and charter)	At Cost Plus 10%
Living Expenses (away from assigned office)	At Cost Plus 10%
Telephone and Facsimile	At Cost Plus 10%
Equipment Rental	At Cost Plus 10%
Laboratory Work	At Cost Plus 10%
Soils Testing and Analysis	At Cost Plus 10%
Outside Photographic Work	At Cost Plus 10%
Duplicating Work	At Cost Plus 10%
Technical Testing and Surveying Equipment	(schedule supplied upon request)
	(schedule supplied upon request)

III. Compensation for purchases, items of expense, and other charges not scheduled above, incurred in connection with the performance of the work, shall be at cost plus 10%.

IV. Interest at the rate of 1½% per month will be charged on invoices not paid within 30 days.

V. Charges are subject to revision on or after March 26, 2016.

RESOLUTION APPROVING AGREEMENT AMENDMENT NO. 1 BY AND BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND STANLEY CONSULTANTS, INC. FOR ENGINEERING SERVICES FOR STORM WATER UTILITY RATE STUDY, BEING PROJECT NO. 29112011 IN THE AMOUNT OF $19,000.00

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed agreement amendment number 1, in the amount of $19,000.00 dollars, by and between the City of Marshalltown, Iowa, and Stanley Consultants, Inc. relative to providing additional engineering services for the Storm Water Utility Rate Study Project, Being Project No. 29112011.

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

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

Section 1. That the agreement amendment number 1 by and between the City Of Marshalltown, Iowa and Stanley Consultants, Inc. relative to Storm Water Utility Rate Project, in the amount of $19,000.00 dollars, being Project No. 29112011, is hereby fully approved in all respects and particulars and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of said City.

Passed this 8th day of June, 2015, and signed this ________ day of June, 2015.

CITY OF MARSHALLTOWN

____

James L. Lowrance, Mayor

ATTEST:

____

Shari L. Coughenour, CMC, City Clerk

Rew

the City of Marshalltown

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

DEPARTMENT OF PUBLIC WORKS

May 19th, 2014

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

From: Justin Nickel
Director of Public Works

Re: Amend Engineering Service agreement with Stanley Consultants, Project # 29112011- Stormwater Utility Rate Study.

Policy Issue: City policy requires all amendments to engineering service agreements be approved and reported in the same manner as the original agreement.

Recommendation: Staff recommends approving the amendment to the engineering service agreement with Stanley Consultant for $19,000.00 to establish new Stormwater Utility Rates.

Background: The project consists of preparing an update to the City's storm water rate study. The goal is to establish new rates to cover storm water utility operations, maintenance, and overheads costs, maintain a sufficient operating balance, and provide adequate funding for capital improvement projects.

Budget Impact: The rate study will be funded out of the Storm Water Utility budget.

Attachment: Amend Engineering Service Agreement #1

cc: Randy Wetmore, City Administrator

SUPPLEMENTAL AGREEMENT NO. 1

This Supplemental Agreement, made and entered into by and between STANLEY CONSULTANTS, INC. (Consultant) and CITY OF MARSHALLTOWN (Client) amends their agreement of July 23, 2012, for Consultant to provide services to the Client for the Storm Water Rate Study Update Project, as follows:

Scope of Services

This project consists of preparing an update to the City of Marshalltown (Client) Storm Water Rate Study. The goals of the study are to establish rates to cover necessary Storm Water Utility operations, maintenance, and overhead costs, maintain a sufficient operating balance, and provide adequate funding for capital improvement projects (reference attached Scope of Services).

Time of Beginning and Completion

May 27, 2015 - June 30, 2016

Fees and Payments

$19,000.00 (reference attached Fees and Payments)

Except as specifically amended by this Supplemental Agreement, all the terms and conditions of the original Agreement dated July 23, 2012, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Supplemental Agreement to be executed on the date below indicated.

STANLEY CONSULTANTS, INC.	CITY OF MARSHALLTOWN
By: Daniel R Fullerton Daniel R. Fullerton, P.E. Project Principal	By: ______________________
Date: 5-18-2015	Date: ______________________
Attest:	Attest:
By: Sabrina J. Krichel Sabrina J. Krichel	By: ______________________

M\0_FY_2014_2015\5ICIE-26876_Marshalltown_Study to Update Sewer Rates\StormSewer\20150515_SuppAgreementNo1

SC3881 1014

STORM WATER RATE STUDY UPDATE
SCOPE OF SERVICES

I. GENERAL

This project consists of preparing an update to the City of Marshalltown (Client) Storm Water Rate Study. The goals of the study are to establish rates to cover necessary Storm Water Utility operations, maintenance, and overhead costs, maintain a sufficient operating balance, and provide adequate funding for capital improvement projects.

II. BASIC SERVICES

A. Kick-Off Meeting. Meet with Client to discuss project goals and objectives. Scope and fee is based on discussing both Wastewater and Storm Water rate studies at the same meeting.

B. Stanley Consultants agrees to provide the following services for the **Storm Water Rate Study Update**.

1. Data Collection. Prepare a data request and submit to Client. Data files will be provided in Microsoft Excel format. Data that will be provided by the Client includes:
   a. Current Storm Water Utility rate ordinance.
   b. Number of parcels by tier and class for past three years.
   c. Financial audit reports for past three years showing revenues and expenses for the Storm Water Utility Fund and any current fiscal year budget and year-to-date financial reports.
   d. All debt service payment schedules for capital improvements.
   e. Balance of Operating Fund and all Reserve Funds.
   f. Five-year proposed capital improvement plan and budgets.

2. Determine Current and Projected Quantities. Review quantities for each customer class using historical data. This information will include number parcels by tier and class. Summarize historical data for past three years. Project billing quantities for five years.

3. Review and Project Revenue Requirements. Review three years of historical data, and one year of budget data. Data will include revenues, nonoperating revenue, operation and maintenance expenses, debt service payments, and capital improvement expenses. Project revenue to be funded from rates for five years.

4. Conduct Rate Analysis. Conduct a rate analysis to determine cost for providing service. Calculate rates for residents with parcels less than 2 acres and rates for each parcel size tier. Conduct analysis for each of the next five years to determine rates needed to fund projected expenses. Design a rate structure with phased-in rates over five years.

   Deliverable: Rate results to Client for review.

5. Discuss Proposed Rates. Telephone conference with Client to discuss proposed rates and incorporate any changes to the rate structure.

6. Prepare Draft Report. The report will summarize the assumptions, approach, and recommendations of the Cost-of-Service analysis and rate design study. In addition, the report will include:
   a. Rate analysis spreadsheets that document the billing quantities, revenues and expenses, fund reserve balances, rate analysis rate design.

b. Bill comparisons with proposed rates versus existing rates for each parcel size tier.
c. Comparison of proposed rates with rates of other Iowa Storm Water utilities.
d. Frequently asked customer questions that City Council members should expect in regards to Storm Water rate adjustments.

Deliverable: Electronic copy of draft report to Client for review

7. Meet to Review Draft Report. Meet, by conference call, with Client staff to review draft report.

8. Prepare Final Report. Incorporate any mutually-agreed-to changes into the Final report. Finalize report and recommendations.

   Deliverable: Two (2) copies and one electronic PDF file of the final report to Client.

9. Present Results. Present storm water rate recommendations at one City Council meeting.

III. ADDITIONAL SERVICES

The following Additional Services are not included in Basic Services and are at CLIENT'S option. These services, if exercised by CLIENT and agreed to by CONSULTANT, shall be paid for in addition to compensation for Basic Services. CONSULTANT is not authorized to proceed with performance of any Additional Services unless they are duly authorized by CLIENT.

A. Attend additional meetings beyond what has been identified in Basic Services.
B. Evaluate additional rate study scenarios beyond what has been identified in Basic Services.
C. Update utility ordinances.
D. Conduct public outreach and educational seminars.
E. Delineate and measure impervious areas for any additional parcels not already measured.

STORM WATER RATE STUDY UPDATE
FEES AND PAYMENT

1. Compensation for BASIC SERVICES:

   Compensation for the BASIC SERVICES performed by CONSULTANT in accordance with Scope of Services shall be a lump-sum amount of $19,000.00.

2. Compensation for ADDITIONAL SERVICES:

   Compensation for ADDITIONAL SERVICES shall be on an HOURLY basis for DIRECT LABOR PLUS REIMBURSABLE EXPENSES, in accordance with the current "*Hourly Fees and Charges Fiscal Year 2015-2016" (Form BC_C 15-16).*

Stanley Consultants

HOURLY FEES AND CHARGES

Fiscal Year 2015-2016

I. Compensation for office-based personnel in the contiguous United States for time in the performance of the work shall be in accordance with the following Hourly Fees:

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BC-1	37.00	BC-11	123.00	BC-21	237.00
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Travel time in the interest of the work and away from the assigned office, either local or intercity, will be charged in accordance with the foregoing schedule. When traveling by public carrier, the maximum charge will be eight hours per day.

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Automobile Assigned to Project Site	$46.00/cal. day
Four-Wheel Drive Vehicles	$0.80/mile
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Ground Transportation (rental car, taxi, etc.)	At Cost Plus 10%
Air Travel (commercial and charter)	At Cost Plus 10%
Living Expenses (away from assigned office)	At Cost Plus 10%
Telephone and Facsimile	At Cost Plus 10%
Equipment Rental	At Cost Plus 10%
Laboratory Work	At Cost Plus 10%
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	(schedule supplied upon request)

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IV. Interest at the rate of 1½% per month will be charged on invoices not paid within 30 days.

V. Charges are subject to revision on or after March 26, 2016.

Row

the City of Marshalltown

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

DEPARTMENT OF PUBLIC WORKS

June 2, 2015

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

From: Justin Nickel
Director of Public Works

Re: Award Construction Contract – Cessford Construction for 2015 Mill & Overlay Project (760150004) amount of $530,711.86.

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

Recommendation: Staff recommends awarding the construction contract to Cessford for the 2015 Mill & Overlay project for an amount equal to $530,711.86. The Engineers Estimate of probable cost was $579,856.20.

Background: Construction includes mill and overlay coat to four areas in Marshalltown. North Center Street from Grant Street to the Iowa River Bridge, West Boone from 9th to 12th Street, South 11th Street from Church Street to Boone, Columbus Drive from Center Street to Crestview Drive, and Blossom Lane north of Thunderbird Drive are all included in this year's program.

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

Attachment: Agreement.

cc: Randy Wetmore, City Administrator

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT FOR 2015 MILL AND OVERLAY PROJECT IN THE CITY OF MARSHALLTOWN, IOWA BEING PROJECT NO. 76015004 IN THE AMOUNT OF $530,711.86

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the 2015 Mill and Overlay Project, being Project No.76015004, 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:

Name and Address of Bidders	Amount of Bid
OMG Midwest dba. Cessford Construction LeGrand IA	$530,711.86

After consideration of all bids filed, there was determined by the Council that the bid of OMG Midwest, dba Cessford Construction, 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 OMG Midwest, dba Cessford Construction , 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 five hundred thirty thousand seven hundred eleven and .86/100=======($530,711.86) 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 8th day of June 2015, and signed this ___ day of June 2015.

CITY OF MARSHALLTOWN, IOWA

____

James L. Lowrance, Mayor

ATTEST:

____

Shari L. Coughenour, CMC, City Clerk

BID TABULATION

2015 G.O. BONDING - MILL AND OVERLAY

PRJ # 76015004

Bidder: OMG Midwest dba. Cessford Construction 2320 Zeller Ave. Le Grand, IA 50142

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	COST	UNIT PRICE	COST
1	PAVEMENT SCARIFICATION	SY	17,907.0	$ 2.00	$ 35,814.00	$ 2.48	$ 44,409.36
2	CLEANING AND PREPARATION OF BASE	MILE	1.5	$ 9,000.00	$ 13,500.00	$ 11,887.63	$ 17,831.45
3	HMA SURFACE COURSE 1/2" MIX, NO FRICTION, (1M ESAL, TYPE A), 2" Depth	TON	3,910.0	$ 65.00	$ 254,150.00	$ 63.14	$ 246,877.40
4	ASPHALT BINDER, PG 64-22	TON	235.0	$ 600.00	$ 141,000.00	$ 559.20	$ 131,412.00
5	FULL DEPTH PATCH	SY	150.0	$ 76.50	$ 11,475.00	$ 107.50	$ 16,125.00
6	SANITARY SEWER RISERS	EA	17.0	$ 400.00	$ 6,800.00	$ 375.00	$ 6,375.00
7	MANHOLE BOX OUT W/ WRAPID SEAL (REUSE EXISTING RING & COVER)	EA	17.0	$ 2,300.00	$ 39,100.00	$ 2,222.22	$ 37,777.74
8	PAINTED PAVEMENT MARKINGS	STA	20.2	$ 15.00	$ 303.00	$ 15.56	$ 314.31
9	TRAFFIC CONTROL	LS	1.0	$ 10,000.00	$ 10,000.00	$ 9,940.00	$ 9,940.00
10	MOBILIZATION	LS	1.0	$ 15,000.00	$ 15,000.00	$ 19,649.60	$ 19,649.60
				Totals	$527,142.00	Bid Total	$ 530,711.86
				10% Contingency	$52,714.20		
				Project Total w/Contingency	**$579,856.20**		

TENTATIVE RESOLUTION PROVIDING FOR THE VACATION, CONVEYANCE, AND TRANSFER OF THE STREETS HEREIN DESCRIBED FROM THE CITY OF MARSHALLTOWN, IOWA TO FISHER CONTROLS INTERNATIONAL, LLC

WHEREAS, the Council of the City of Marshalltown, Iowa, proposes to vacate, transfer, and convey subject to existing easements of record for utility purposes the streets described as follows:

That part of East Boone Street located between the East right of way line of South1" Avenue and the West right of way line of South 2nd Avenue in Anson's First Addition to Marshall, Marshall County, Iowa,

and

That part of East Nevada Street located between the East right of way line of South Center Street and the West line of Parcel "J" as described in Plat of Survey recorded at File #2008-00007098, of the records of Marshall County, Iowa, all in Anson's First Addition to Marshall, Marshall County, Iowa,

and

All rights of public user for pedestrian and vehicular passage through, over and across the South 22 feet of the North 44 feet over Parcel "J" which were previously retained by the City of Marshalltown, Iowa, in the Quit Claim Deed recorded at file #2009-00001609 of the records of Marshall County, Iowa.

; and

WHEREAS, the consideration for the vacation, transfer, and conveyance of the streets above described to Fisher Controls International, LLC, as set forth above, is the full sum of One and - no/100 (1.00) Dollar, the payment of all costs Of recording, publication of notices, and all administrative expense in connection with same, by Fisher Controls International, LLC; and

WHEREAS, this property to be vacated is not required for any public purposes and the rights of private persons Will not be adversely affected.

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 vacate, transfer, and convey title by Quit Claim Deed to the following described streets to Fisher Controls International, LLC, to wit:

That part of East Boone Street located between the East right of way line of South 1st Avenue and the West right of way line of South 2nd Avenue in Anson's First Addition to Marshall, Marshall County, Iowa, and

That part of East Nevada Street located between the East right of way line of South Center Street and the West line of Parcel "J" as described in Plat of Survey recorded at File #2008-00007098, of the records of Marshall County, Iowa, all in Anson's First Addition to Marshall, Marshall County, Iowa; and

All rights of public user for pedestrian and vehicular passage through, over and across the South 22 feet of the North 44 feet over Parcel "J" which were previously retained by the City of Marshalltown, Iowa, in the Quit Claim Deed recorded at file #2009-00001609 of the records of Marshall County, Iowa,

All subject to existing easements of record for utility purposes.

Section 2. The Council will meet at 5:30 P.M. in the council chambers in the City Hall, Marshalltown, Iowa, on the 22nd day of June, 2015, and will hold a public hearing to consider any and all comments filed with the City Clerk or made in open council to the proposal for vacation of the streets as herein described and to take final action thereon.

Section 3. • The City Clerk shall cause to be published notice of said hearing required by law, by publication once in the Marshalltown Times Republican, a newspaper having general circulation in the City of Marshalltown, Iowa. The publication shall not be less than four (4) days nor more than twenty (20) days prior to the date therein fixed for public hearing.

Passed this 8th day of June, 2015, and signed this _____ day of June, 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

TENTATIVE RESOLUTION PROVIDING FOR THE VACATION, CONVEYANCE, AND TRANSFER OF TITLE OF UTILITY EASMENT TO THE PROPERTY HEREIN DESCRIBED FROM THE CITY OF MARSHALTOWN, IOWA TO DT RETAIL PROPERTIES, LLC.

WHEREAS, the Council of the City of Marshalltown, Iowa, proposes to vacate, transfer, and convey the Easement Vacation Area described as follows:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1 OF SOUTHRIDGE ADDITION TO MARSHALL, MARSHALL COUNTY, IOWA, AS SHOWN IN BOOK 6, PAGE 189 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA; THENCE, S89°57'06"E 165.50' ALONG THE NORTH LINE OF SAID LOT 1; THENCE, SO°37'41"E 5.00'; THENCE, N89°57'06"W 165.64' TO THE WEST LINE OF SAID LOT 1; THENCE, N0°55'58"E 5.00' ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

EASEMENT VACATION AREA CONTAINS 0.02 ACRES OR 827 SQUARE FEET.

WHEREAS, the consideration for the vacation, transfer, and conveyance of the easement above described to DT RETAIL PROPERITES, LLC, (hereinafter referred to as "transferee"), as set forth in Section 1, is the full sum of One and no/100 (1.00) Dollar, the payment of all costs of recording, publication of notices, and all administrative expense in connection with same, and receiving conveyance by Quit Claim Deed from DT RETAIL PROPERTIES, LLC to the City of Marshalltown of a New Utility Easement described as follows:

10.00' WIDE UTILITY EASEMENT LOCATED IN PARCEL "A" IN THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 11, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOW: BEGINNING AT THE NORTHWEST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "A" AND RECORDED IN FILE NO. 2003-00006158 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA; THENCE, S89°57'06"E 168.37' ALONG THE NORTH LINE OF SAID PARCEL"A" TO THE NORTHEAST CORNER OF SAID PARCEL"A"; THENCE, S0°37'41"E 60.00'ALONG THE EAST LINE OF SAID PARCEL"A" TO THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE, N89°57'06"W 10.00' ALONG THE SOUTH LINE OF SAID PARCEL"A"; THENCE, N0°37'41"W 50.00'; THENCE, N89°57'06"W 158.64' TO THE WEST LINE OF SAID PARCEL"A"; THENCE, N0°55'58"E 10.00' ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

WHEREAS, this property to be vacated is not required for any public purposes and the rights of private persons will not be adversely affected.

WHEREAS, the City of Marshalltown hereby proposes the vacation, transfer, and conveyance of the property, to be vacated. That part of the consideration is the transfer of a 10.00' wide New Utility Easement to the City of Marshalltown, Iowa, as set forth above.

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 vacate, transfer, and convey title by Termination of Utility Easement and Quit Claim Deed to the following described Easement Vacation Area to DT RETAIL PROPERTIES, LLC upon (i) the acquisition by DT RETAIL PROPERTIES, LLC of the property located at 2306 S Center Street in Marshalltown, Iowa from SEAFOOD PROPERTY NO. 5, LLC, and (ii) conveyance of a New Utility Easement to the City of Marshalltown as provided in Section 2 hereof:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1 OF SOUTHRIDGE ADDITION TO MARSHALL, MARSHALL COUNTY, IOWA, AS SHOWN IN BOOK 6, PAGE 189 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA; THENCE, S89°57'06"E 165.50' ALONG THE NORTH LINE OF SAID LOT 1; THENCE, SO°37'41"E 5.00'; THENCE, N89°57'06"W 165.64' TO THE WEST LINE OF SAID LOT 1; THENCE, N0°55'58"E 5.00' ALONG SAID WEST LINE TO THE POINT OF BEGINNING. EASEMENT VACATION AREA CONTAINS 0.02 ACRES OR 827 SQUARE FEET.

Section 2. That part of the consideration of this vacation of Utility Easement is the transfer of a 10.00' wide New Utility Easement described as follows to the City of Marshalltown, Iowa, by DT Retail Properties, LLC by Quit Claim Deed:

10.00' WIDE UTILITY EASEMENT LOCATED IN PARCEL "A" IN THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 11, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOW: BEGINNING AT THE NORTHWEST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "A" AND RECORDED IN FILE NO. 2003-00006158 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA; THENCE, S89°57'06"E 168.37' ALONG THE NORTH LINE OF SAID PARCEL"A" TO THE NORTHEAST CORNER OF SAID PARCEL"A"; THENCE, S0°37'41"E 60.00'ALONG THE EAST LINE OF SAID PARCEL"A" TO THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE, N89°57'06"W 10.00' ALONG THE SOUTH LINE OF SAID PARCEL"A"; THENCE, N0°37'41"W 50.00'; THENCE, N89°57'06"W 158.64' TO THE WEST LINE OF SAID PARCEL"A"; THENCE, N0°55'58"E 10.00' ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

Section 3. The council will meet at 5:30 PM in the council chambers in the City Hall, Marshalltown, Iowa, on the 22nd day of June, 2015, and will hold a public hearing to consider any and all comments filed with the City Clerk or made in open council to the proposal for vacation of the Utility Easement as herein contained and to take final action thereon.

Section 4. The City Clerk shall cause to be published notice of said hearing required by law, by publication once in the Marshalltown Times Republican, a newspaper having general circulation in the City of Marshalltown, Iowa. The publication shall not be less than four (4) days nor more than twenty (20) days prior to the date herein fixed for public hearing.

Passed this ____ day of ____________, 2015, and signed this ____ day of ___________. 2015.

CITY OF MARSHALLTOWN, IOWA

____

James L. Lowrance, Mayor

ATTEST:

____

Shari L. Coughenour, CMC, City Clerk

Passed

2015-081

RESOLUTION ORDERING CONSTRUCTION OF THE 2015 CONCRETE REPAIR PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS, BEING PROJECT NUMBER 76015006

WHEREAS there is now on file in the office of the City Clerk proposed plans, specifications, form of contract and estimated costs for the construction of the 2015 Concrete Repair Project No.76015006, in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No. 76015006, and

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

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

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

Section 1. This Council does hereby order the construction of the 2015 Concrete Repair Project in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. 76015006 now on file in the office of the City Clerk of Marshalltown, Iowa.

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

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

Section 4. That the said improvements shall be paid for from such funds of the City as may be legally used for such purposes, or from the proceeds of the issuance of such bonds as may be legally issued for such purposes or from any combination of such methods of financing and will be paid in accordance with the Notice to Bidders duly published in connection therewith. The Finance Director shall establish on the books a 2015 Concrete Repair Project fund and the bond proceeds or such funds of the City as may be legally used for such purposes are hereby appropriated to pay all costs of the improvements including legal publication, bond, design, engineering, survey and inspection, contract and contingency cost as estimated by the Engineer. The Finance Director is directed to advance all sums necessary from the project fund, and to set up on the books the obligations and receivables of the fund.

Section 5. The City Clerk is hereby directed to publish notice of hearing on plans, specifications, and form of contract and estimated cost in the manner provided by law for the public improvement outlined herein and that any person interested therein may appear and make objections thereto, if any he has. This Council will meet in the Council Chamber, Second Floor, 10 West State Street at Marshalltown, Iowa, at 12:00 o'clock P.M., local time on the 22nd day of June, 2015 , for the purpose of hearing all of said objections so made and for taking final action upon the plans, specifications, and form of contract now on file.

Section 6. The City Clerk is further directed to advertise for bids in the manner provided by law for the construction of said improvements, setting forth in said notice such necessary pertinent information as will advise prospective bidders thereof together with the proposed manner of payment of the work to be constructed and that such bids be filed and received in the office of the City Clerk of Marshalltown, Iowa, up to 10:00 o'clock A.M., local time, on the 25th day of June, 2015. The bids will be opened, read, and tabulated by the City Engineer or his designate at that time and will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, at 5:30 o'clock P.M., local time, on the 13th day of July, 2015, or at such later time and place as may then be fixed for considering such bids as shall be filed in connection with the improvement herein ordered and in compliance with the notice of taking bids therein, hereby ordered to be published.

Passed this 8th day of June, 2015, and signed this __________ day of June, 2015.

CITY OF MARSHALLTOWN, IOWA

____
James L. Lowrance, Mayor

ATTEST:

____
Shari L. Coughenour, CMC, City Clerk

RW

2015-061

RESOLUTION APPROVING APPLICATION FOR STATE AND FEDERAL TRANSIT ASSISTANCE FOR MARSHALLTOWN MUNICIPAL TRANSIT

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed application for financial assistance for Marshalltown Municipal Transit to implement beginning July 1, 2015.

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 proposed application for financial assistance for Marshalltown Municipal Transit is hereby fully approved in all respects and particulars and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of said City.

Passed this 8th day of June, 2015 and signed this ______ day of June, 2015

CITY OF MARSHALLTOWN.

____
James L. Lowrance, Mayor

ATTEST:

____
Shari L. Coughenour, CMC, City Clerk

Authorizing Resolution

We, hereby, authorize James L. Lowrance, Mayor
(Name of Authorized Signatory)

on behalf of City of Marshalltown/Marshalltown Municipal Transit
(Legal Name of Applicant)

to apply for financial assistance as noted below and to enter into related contract(s) with the Iowa Department of Transportation.

From the State Transit Assistance Program:

1.060881 % of formula funds;

$ 0 of Special Project funds

From federal funds for transit in non-urbanized areas and/or for transit serving primarily elderly persons and person with disabilities:

$202,561

From statewide federal capital assistance for transit:

$0

We understand acceptance of federal transit assistance involves an agreement to comply with certain labor protection provisions.

We certify that City of Marshalltown/Marshalltown Municipal Transit
(Legal Name of Applicant)

has sufficient non-federal funds to provide required local match for capital projects and at time of delivery will have the funds to operate and maintain vehicles and equipment purchased under this project.

We request that State Transit Assistance formula funding be advanced as allowed by law, to improve transit system cash flow.

Adopted the 27th day of April, 2015

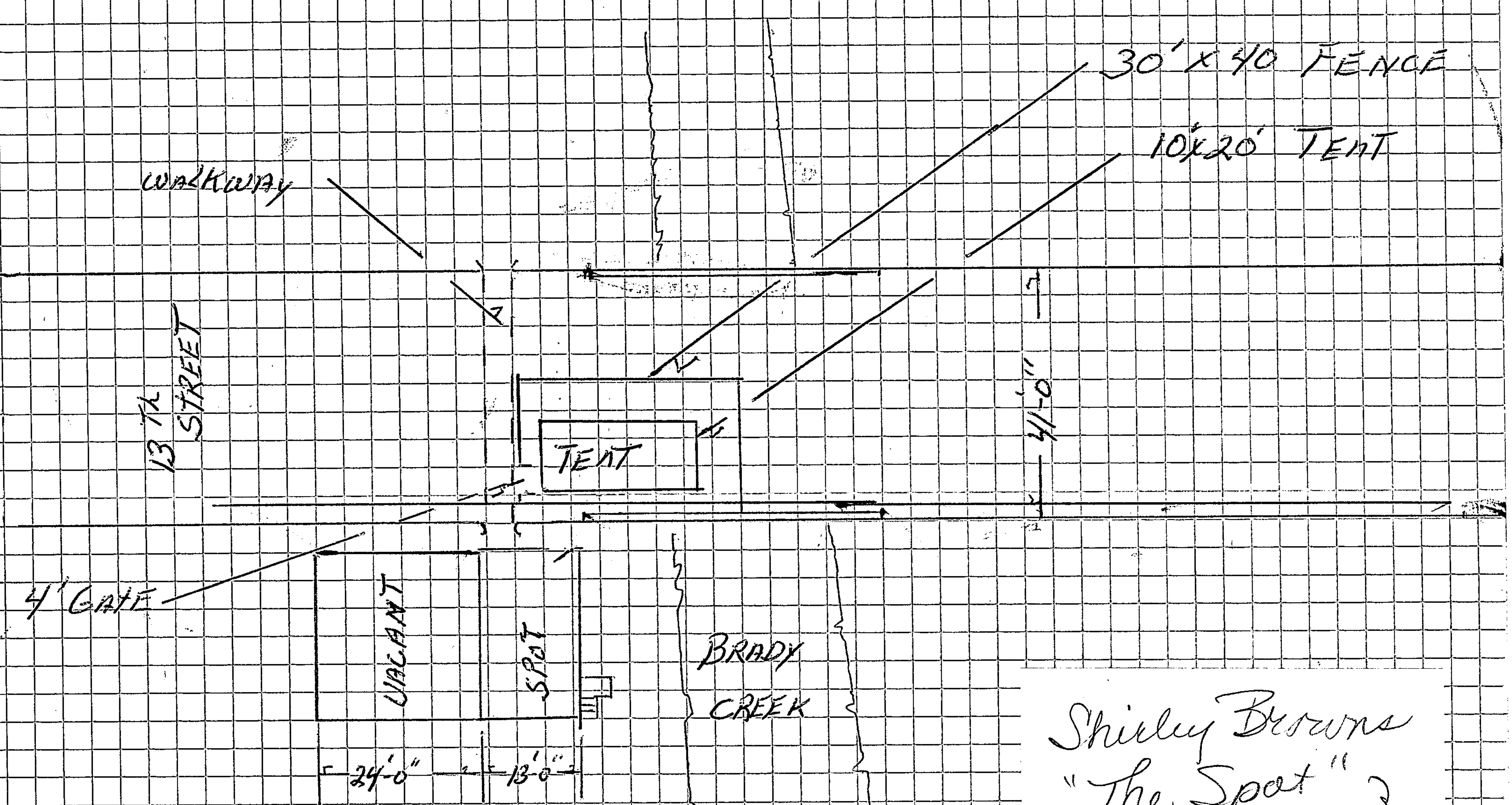
Name: City of Marshalltown City Council
(Applicant's Governing Body)

By: ______________________
(Signature of Chief Executive Officer)

Title: Mayor

Address: 24 north Center Street, Marshalltown, Iowa 50158

Telephone: 641-754-5700



Shirley Browns
"The Spot"
1 day Liquor
June 13
5-11pm
band 7-10
641-752-6014

May 26th discussed
advise June 8

License Application (   )

Applicant

Name of Applicant: Estrella Grocery Store, LLC

Name of Business (DBA): Estrella Grocery Store

Address of Premises: 101 W. Main St.

City Marshalltown County: Marshall Zip: 50158

Business (641) 753-4911

Mailing 101 W. Main St.

City Marshalltown State IA Zip: 50158

Contact Person

Name Gabriela Perez

Phone: (641) 750-8974 Email janasanchez513@hotmail.com

Classification Class C Beer Permit (BC)

Term: 12 months

Effective Date: 05/01/2015

Expiration Date: 01/01/1900

Privileges:

Class C Beer Permit (BC)

Sunday Sales

Status of Business

BusinessType: Limited Liability Company

Corporate ID Number: 496128 Federal Employer ID 47-2833037

Ownership

Gabriela Perez

First Name: Gabriela Last Name: Perez

City: Marshalltown State: Iowa Zip: 50158

Position: Owner

% of Ownership: 100.00% U.S. Citizen: No

Insurance Company Information

Insurance Company:

Policy Effective Date: Policy Expiration

Bond Effective Dram Cancel Date:

Outdoor Service Effective Outdoor Service Expiration

Temp Transfer Effective Temp Transfer Expiration Date:

Rodeo

From : RAMON ORTEGA <llcortega@live.com> Tue, May 19, 2015 01:26 PM

Subject : Rodeo

To : scoughenour@ci.marshalltown.ia.us

I would like to be on the agenda for a license transfer from Midnight Ballroom to Central Iowa Fairgrounds. The dates I would like approval for are the following: June 20, 21, 28, July 5, 25, 26, August 1, 2, 8, 9, 15, 16, 22, 23, 29, 30 Sept. 5, 6, 13, 19, 20. Like in past years all of the cities requirements will be satisfied and the floor plan will remain the same as in the April 6 rodeo.

Thank You

Luisa Ortega
641-751-0067

License Application ( )

Applicant

Name of Applicant: ZAR. Inc.

Name of Business (DBA): East Side Liquor and Groceries

Address of Premises: 1116 E Nevada Street

City Marshalltown County: Marshall Zip: 50158

Business (641) 485-5177

Mailing 1116 E Nevada Street

City Marshalltown State IA Zip: 50158

appv'd 4-27-15

licensed held by state for further review

Contact Person

Name Ghazanfar Gujar

Phone: (641) 485-5177 Email

Classification Class E Liquor License (LE)

Term: 12 months

Effective Date: 04/01/2015

Expiration Date: 01/01/1900

Privileges:

- Class B Wine Permit
- Class C Beer Permit (Carryout Beer)
- Class E Liquor License (LE)
- Sunday Sales

Status of Business

BusinessType: Privately Held Corporation

Corporate ID Number: 482223 Federal Employer ID 471231477

Ownership

Ghazanfar Gujar

First Name: Ghazanfar Last Name: Gujar

City: Marshalltown State: Iowa Zip: 50158

Position: Officer

% of Ownership: 100.00% U.S. Citizen: Yes

Insurance Company Information

Insurance Company: Western Surety Company

Policy Effective Date: 04/01/2015 Policy Expiration 01/01/1900

Bond Effective 2 Dram Cancel Date:

Outdoor Service Effective Outdoor Service Expiration

APPLICANT

I hereby declare that all information contained in the E-license Application is true and correct. I understand that misrepresentation of material fact in the Application is a serious misdemeanor crime and grounds for denial of the license or permit under Iowa law. Please submit this form to your local authority.

[signature] — Applicant's Signature

3-25-15 — Date

NOTARY

State of Iowa

County of Marshall

Signed and sworn to before me on 3-25-15 (Date)

By GHAZANFAR I GUJAR (Print Name of Applicant)

Nicole Johnson — Signature of Notary

3-25-15 — Date

NOTARIAL SEAL IOWA
NICOLE JOHNSON
Commission Number 747122
My Commission Expires
3-29-16

State of Iowa
Division of Criminal Investigation
215 E. 7th Street
Des Moines, Iowa 50319
Phone: 515/725-6066 Fax: 515/725-6080

Iowa Criminal History Record Check
Walk-In Request

Your name: GHAZANFAR I GWAR
Address: 114 N CENTER ST
City/State/Zip: MARSHALLTOWN IA 50158
Phone #: 641 485 5177

Fill in all shaded areas.

Requesting an Iowa criminal history record check on:

Last Name *Apellido* (mandatory)	First Name *Primer Nombre* (mandatory)	Middle Name *Segundo Nombre* (recommended)
GWAR	GHAZANFAR	IQBAL
Date of Birth *Fecha Nacimiento* (mandatory)	**Gender** *Genero* (mandatory)	**Social Security Number** (recommended)
06-01-1959	[✓] Male [ ] Female	[redacted]

Waiver Signature *Firma* (If the request is on yourself, please sign. If the request is on someone else, write N/A.)
[signature]

DCI USE ONLY

STATE OF IOWA
D.P.S.
2015 APR -3 A 11:44
DIV. OF CRIMINAL
INVESTIGATION

Results

As of 4/3/15, a name and date of birth check revealed:

[✓] No record found

[ ] Record attached DCI # ________

DCI initials [initials]

Receipt

Number of requests 1 x $15.00 per last name = Total amount $ 15.00

Method of payment: ______ cash X money order ______ check # ______ MasterCard or Visa (Last 4 digits)

17-193681074

Cardholder's name ________

DCI initials [initials]

Credit Card # ________ Exp. Date ________

DCI-83 (09/09/10; Revised 10/1/10; form reviewed 08/11/14) as amended 5/19/15

State of Iowa
ALCOHOLIC
BEVERAGES DIVISION

- Home
- About
- Alcohol
- Tobacco
- Links
- Contact

Help | License Search | License List | On-Demand Reporting | Keg Registration Search | User Profile | Logoff

- License
- Privileges
- Applicant
- Status Of Business
- Ownership
- Criminal History
- Violations
- Premises
- General Premises
- Applicant Signature
- Bond Cert
- Local Endorse
- History

Criminal History LE_V_57658, East Side Liquor and Groceries, Marshalltown

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen.
The navigation links on the top may also be used to move around the application.

Yes	Have you ever been convicted of a felony offense in Iowa or any other state of the United States? If yes, list on the next (Violations) screen.
Yes	Have any of the owners listed in the ownership screen ever been charged, arrested, indicted, convicted or received a deferred judgment for any violation of any state, county, city, federal or foreign law? All information shall be reported regardless of the disposition, even if dismissed or expunged. Include pending charges. DO NOT include traffic violations, except those that are alcohol related. If yes, list violations on the next (Violations) screen.
Select	If no arrests, indictments, summons or convictions are applicable select "NONE".

Next

Prev

Follow us with RSS, Facebook or Twitter

Contact Us

Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road, Ankeny, IA 50021
Toll Free 866.IowaABD (866.469.2223)
Local 515.281.7400

Terms and Conditions
Privacy Policy

State of Iowa
ALCOHOLIC BEVERAGES DIVISION

As amended 5/19/15

Violations LE_V_57658, East Side Liquor and Groceries, Marshalltown

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen.
The navigation links on the top may also be used to move around the application.

Submit to the Local Authority a copy of the Disposition of the Court for each violation noted. Submit to the Local Authority a copy of Restoration of Citizenship where loss of citizenship is indicated. If more than one violation, each must be entered separately.

Owners' Violations:

Name	Arrest Date	Charge	Citizenship?	Disposition
Ghazanfar Gujar	11/13/2012	controlled substance volation	N	11/05/2014
Ghazanfar Gujar	3/20/2010	sale to minor	N	06/23/2010
Ghazanfar Gujar	10/20/2009	sale to minor	N	07/22/2010

1

Name: Select One ▼

Date of Arrest: MM/DD/YYYY

Charge:

Disposition of Arrest:

Location of Court: Please Select ▼

Citizenship lost: Please Select ▼

Iowa Courts Online Search

Trial Court Case Details

[Summary] Parties [Long Title] [Filings] Property/Lis Pendens [Criminal Charges/Disposition]
Exhibits [Financial] [Bonds] Service Returns Traffic Details
Links in this section without f

Charges, Dispositions, Sentences
Title: STATE VS GHAZANFAR GUJAR
Case: 02641 AGCR081444 (MARSHALL)
Citation Number:

Defendant: GUJAR, GHAZANFAR IQBAL

Count 01

Charge

Charge:	124.401(1)(d)-A	**Description:**	CONTROLLED SUBSTANCE VIOL. (AGMS)
Offense Date:	10/24/2011	**Arrest Date:**	
DPS Number:	4A0032E-01	**Against Type:**	

Adjudication

Charge:	124.401(1)(d)-A	**Description:**	CONTROLLED SUBSTANCE VIOL. (AGMS)
Adj.:	DISMISSED BY COURT	**Adj.Date:**	11/05/2014
Adj.Judge:	RILEY, KIM M		
Comments:			

Sentence

Charge:	124.401(1)(d)-A	**Description:**	CONTROLLED SUBSTANCE VIOL. (AGMS)		
Sentence Date:	11/05/2014	**Sentence:**	DISMISSED		
Appeal:		**Sen.Judge:**	RILEY, KIM M		
Facility Type:		**Attorney:**	N		
Restitution:	N	**Drug:**	N	**Extradition:**	
Lic.Revoked:	N	**DDS:**	N	**Batterer:**	
Fine Amount:		**Duration:**			
Comment:					

Iowa Courts Online Search

Trial Court Case Details

[Summary] Exhibits | Parties [Financial] | [Long Title] [Bonds] | [Filings] Service Returns | Property/Lis Pendens Traffic Details | [Criminal Charges/Disposition]
Links in this section without f

Charges, Dispositions, Sentences
Title: STATE vs. GUJAR, GHAZANFAR I
Case: 02171 STA0029904 (CERRO GORDO)
Citation Number: WD051457

Defendant: GUJAR, GHAZANFAR I

Count 01

Charge

Charge:	123.49(2)(H)-D	**Description:**	SUPPLY ALCOHOL TO PERSON UNDER AGE-EMPLOYEE
Offense Date:	03/20/2010	**Arrest Date:**	**Against Type:**
DPS Number:			

Adjudication

Charge:	123.49(2)(H)-D	**Description:**	SUPPLY ALCOHOL TO PERSON UNDER AGE-EMPLOYEE
Adj.:	GUILTY BY COURT	**Adj.Date:**	06/23/2010
Adj.Judge:	BYRNE, PATRICK		
Comments:			

Sentence

Charge:	123.49(2)(H)-D	**Description:**	SUPPLY ALCOHOL TO PERSON UNDER AGE-EMPLOYEE		
Sentence Date:	06/23/2010	**Sentence:**	FINE		
Appeal:		**Sen.Judge:**	BYRNE, PATRICK		
Facility Type:		**Attorney:**	N		
Restitution:	N	**Drug:**	N	**Extradition:**	
Lic.Revoked:	N	**DDS:**	N	**Batterer:**	
Fine Amount:	500	**Duration:**			
Comment:					

Logon | Register

Iowa Courts Online Search

Trial Court Case Details

[Summary] Exhibits | Parties [Financial] | [Long Title] [Bonds] | [Filings] Service Returns | Property/Lis Pendens Traffic Details | [Criminal Charges/Disposition]
Links in this section without [

Charges, Dispositions, Sentences
Title: STATE vs. GUJAR, GHAZANFAR I
Case: 02171 STA0025752 (CERRO GORDO)
Citation Number: 152268

Defendant: GUJAR, GHAZANFAR I

Count 01

Charge

Charge:	123.49(2)(H)-D	**Description:**	SUPPLY ALCOHOL TO PERSON UNDER AGE-EMPLOYEE
Offense Date:	10/20/2009	**Arrest Date:**	**Against Type:**
DPS Number:			

Adjudication

Charge:	123.49(2)(H)-D	**Description:**	SUPPLY ALCOHOL TO PERSON UNDER AGE-EMPLOYEE
Adj.:	DISMISSED BY COURT	**Adj.Date:**	07/22/2010
Adj.Judge:	WAGENAAR, RONALD JAMES		
Comments:			

Sentence

Charge:	123.49(2)(H)-D	**Description:**	SUPPLY ALCOHOL TO PERSON UNDER AGE-EMPLOYEE		
Sentence Date:	07/22/2010	**Sentence:**	DISMISSED		
Appeal:		**Sen.Judge:**	WAGENAAR, RONALD JAMES		
Facility Type:		**Attorney:**	N		
Restitution:	N	**Drug:**	N	**Extradition:**	
Lic.Revoked:	N	**DDS:**	N	**Batterer:**	
Fine Amount:		**Duration:**			
Comment:					

Logon | Register

Marshalltown Central Business District
CITY COUNCIL REPORT
June 8th, 2015

MCBD, "A Main Street Community"

Prepared by: Jenny Etter, MCBD, Executive Director

2015 PROJECTS

Promotion Committee, Events Planning: Dorie Tammen, Chair
- Ia/Ia State Cook Off- Sept 10th
- Art Walk- collaboration with Arts & Culture Alliance- Oct 8th
- 24th Annual Holiday Stroll/Tiny Tim Tree Festival- Nov 21
- Adopt A Vet Christmas Party- TBA

Design Committee: Nate McCormick, New Chair
- Flower Berms- Pat Williams, Dan Engesser
- Banners- Vic Hellberg, Spring banners in place, new banners for 2016
- Floral Basket Program- Mark Rohde, Fauna Nord, baskets hung June 8th
- Pedestrian Walkway- Nate McCormick, planning for phase II in the works

Business Improvement Committee: Jeff Badger, Chair
- Building Inventory- quarterly update, complete 2nd story inventory
- Market Analysis Project- Surveys completed, reports in the works
- Business Visitation- Recruit/maintain members
- Business Expansion- recruitment, fill empty stores, attract wider variety of businesses, collaborate with MEDIC, Regional Partnership
- Ia Wholesale Building- nearly all units rented
- Kibbey Building/ Green Space 135 E. Main St.- rehab starts June

Organization Committee: Cass Gerstandt, Chair
- Keeper Awards – Celebration for MCBD Volunteers, April
- Main Street Awards- May 1, Pat Williams, Volunteer of the Year
- Communications – Newsletters, Radio & TV, Facebook, website
- Retail Committee- Meets monthly to establish needs of retailers, develop activities throughout the year

Special Events this Quarter:
- May 2015 Main Street Iowa Spring Workshop- week of March 9th-13th
- National Main Street Conference- Atlanta, Ga. March 29-April 2nd

RESOLUTION REJECTING CONTRACT FOR THE WPCP CONCRETE REPAIR PHASE II IMPROVEMENTS IN THE CITY OF MARSHALLTOWN, IOWA, PROJECT 52013017

WHEREAS council authorized rebidding of the WPCP Concrete Repair Phase II Improvement Project 52013017 by Resolution 2015-056 on April 27, 2015, and

WHEREAS due to scheduling issues of the revised timeline, it was determined that the project should be rescheduled for a later construction date.

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

Section 1. The contract is rejected for the WPCP Concrete Repair Phase II Improvement Project 52013017.

Passed this 8th day of June, 2015, and signed this __ day of June, 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

2015-056

RESOLUTION REJECTING ALL BIDS AND AUTHORIZING THE RE-ADVERTISEMENT OF BIDS FOR THE WPCP CONCRETE REPAIR PHASE II IMPROVEMENTS IN THE CITY OF MARSHALLTOWN, IOWA PROJECT NO. 52013017

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

WHEREAS on April 16, 2015, there was filed with the City Clerk in response to the published notice to the bidders referred to above, proposals for the construction of the above designated improvements.

WHEREAS after consideration of all bids filed, it was determined that all bids should be rejected and the project should be re-advertised for new bids.

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

Section 1. That all bids received and opened on April 16, 2015, for the WPCP Concrete Repair Improvement Project No. 52013017 shall be rejected as one was unresponsive because it did not submit all bid documents and three were substantially greater than the engineer's estimate.

Section 2. Staff is hereby authorized to revise bid documents reflecting clarifications in bid documentation requirements. Bid opening shall be May 21, 2015, at 10:00 AM, and the public hearing on the revised plans and specifications shall be held on May 11, 2015, at 5:30 PM.

Passed this 27th day of April 2015, and signed this 28 day of April, 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour

Shari L. Coughenour, CMC, City Clerk

RAW

2015-___

RESOLUTION AUTHORIZING ACCEPTANCE OF A BID FROM SCOTT SAFETY/FELD FIRE IN THE AMOUNT OF $157,770 FOR THE PURPOSE OF REPLACING FIRE DEPARTMENT SELF-CONTAINED BREATHING APPARATUS (SCBA).

WHEREAS the City of Marshalltown (hereinafter referred to as the "City"), State of Iowa, is a political subdivision organized and existing under the laws and the Constitution of the State of Iowa (the "State"); and

WHEREAS the Marshalltown Fire Department has received a bid from Scott Safety/Feld Fire in the amount of $157,770 for replacement of current SCBA; and

WHEREAS the City of Marshalltown received an AFG grant for the purposes of replacing Fire Department SCBA; and

WHEREAS it is in the best interest of the City to accept said bid.

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

Section 1. The City of Marshalltown, Iowa accepts the $157,770 bid from Scott Safety/Feld Fire, to be used for replacing fire department SCBA's.

Section 2. Attached hereto is the bid, which is hereby approved and ratified by the Council of the City of Marshalltown, Iowa.

Section 3. David Rierson, Fire Chief, is hereby authorized to execute any and all documents required concerning this matter.

Section 4. This Resolution shall be in full force and effect from and after its passage and adoption as by law required.

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

CITY OF MARSHALLTOWN, IOWA

____
James L. Lowrance, Mayor

ATTEST:

____
Shari L. Coughenour, CMC, City Clerk

Quote

FELD FIRE

WE'VE GOT YOU COVERED

Box 625 113 North Griffith Road
Carroll, IA 51401
www.feldfire.com

Order Number: 0221089
Order Date: 5/4/2015

Sold To:

Marshalltown Fire Department
107 S 1st Ave
Marshalltown, IA 50158

Ship To:

Marshalltown Fire Dept
107 S First Ave
Marshalltown, IA 50158

Confirm To:
Kathy Bryant

Customer Number	Customer P.O.	Terms	Salesperson	Ship VIA	Order Date	Order Number
00-1262610		Net 30	0040	MARLYN	5/4/2015	0221089

Ordered	Shipped	BackOrder	Item Number	Item Description	Whse	Price	Amount
26.00	0.00	0.00	X3414021200202	4.5 Air-Pak X3 with Snap-Change with Standard Harness and Standard Belt, Std Reg, DEBSS, No Airline Connection, PASS, No Case, One 45 min. Bottle and a AV3000 HT Face Piece.	000	4,680.000	121,680.00
26.00	0.00	0.00	200129-01SPN	45 Minute Carbon Cylinders SPN Included	000	0.000	0.00
26.00	0.00	0.00	201215-05	AV-3000 HTFace Piece Included	000	0.000	0.00
26.00	0.00	0.00	200129-01	45 Min Carbon Spare Cyl Spare Bottles	000	910.000	23,660.00
10.00	0.00	0.00	201215-05	AV-3000 HTFace Piece Spare Mask	000	255.000	2,550.00
26.00	0.00	0.00	201275-01	Epic 3 Amp, Single Quote for Dual EBSS Package. NOTE: Fit Testing is Included in this quote.	000	380.000	9,880.00

Box 625 113 North Griffith Road
Carroll, IA 51401
www.feldfire.com

Ph: (712) 792-3143 E-mail: sales@feldfire.com
Fx: (712) 792-6658 Website: www.feldfire.com
Iowa Sales Tax Permit No. 1-14-004938M

Member NFPA, NAFED, I.A.F.C., I.F.A., I.F.C.A

Net Order:	157,770.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total	157,770.00

Rsw

RESOLUTION NO.______

A resolution to approve 2015 Urban Renewal Plan Amendment for the Marshalltown Urban Renewal Area No. 3

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

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

WHEREAS, an amendment to the urban renewal plan for the Urban Renewal Area has been prepared which describes a proposed economic development agreement between the City and Theisen's Inc. in connection with the expansion of a commercial facility by Theisen's Inc., pursuant to which the City would rebate 50% of the incremental property taxes to be paid by Theisen's Inc. for a period of six years, in an amount not to exceed $140,000; and

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

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

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

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

A. The 2015 Amendment to the Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 3 conforms to the general plan of the City.

B. The project described in the 2015 Amendment to the Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 3 is necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 2. The 2015 Amendment to the Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 3, attached hereto and made a part hereof, is hereby in all respects approved.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved June 8, 2015.

Mayor

Attest:

City Clerk

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

2015 AMENDMENT
URBAN RENEWAL PLAN

June, 2015

The Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 3 (the "Urban Renewal Area") is hereby amended in accordance with the provisions of Chapter 403 of the Code of Iowa, to give information about a new urban renewal project that is proposed to be undertaken in the Urban Renewal Area.

The project involves the use of incremental property tax revenues to make economic development payments to Theisen's Inc., in an amount not to exceed $140,000, in connection with the expansion of a commercial facility by Theisen's, Inc., located in the Urban Renewal Area. Payments will be made for six years, in an amount equal to 50% of the incremental property tax payments that are attributable to the expanded facility.

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

Outstanding general obligation debt of the City	$28,373,841
Constitutional debt limit of the City:	$64,477,969
Proposed debt to be incurred in Urban Renewal Area:	$140,000

Row

RESOLUTION_____

Approving Development Agreement with Theisen's Inc., Authorizing Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

WHEREAS, the City of Marshalltown, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 3 (the "Urban Renewal Area"); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the "Urban Renewal Tax Revenue Fund"), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, an agreement between the City and Theisen's Inc. (the "Company") has been prepared (the "Agreement"), pursuant to which the Company would expand a commercial facility in the Urban Renewal Area (the "Theisen's Project") and the City would provide tax increment payments in a total amount not exceeding $140,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on June 8, 2015, and has otherwise complied with statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa ("Chapter 15A") declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

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

Section 1. Pursuant to the factors listed in Chapter 15A, the Council hereby finds that:

(a) The Theisen's Project will add diversity and generate new opportunities for the Marshalltown and Iowa economies;

(b) The Theisen's Project will generate public gains and benefits, particularly in the creation of new jobs, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the property tax payments to Theisen's Inc.

Section 3. The Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property described as follows:

15-83-18 Parcel C/A lying in NE NE & in SE SE 10-83-18 Except Highway and Except Parcel 1
Marshall County Property Tax Parcel Number: 11-15-226-011

(the "Theisen's Subfund").

Section 5. The City hereby pledges to the payment of the Agreement the Theisen's Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Marshall County to evidence the continuing pledging of the Theisen's Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved this 8th day of June, 2015.

____

Mayor

Attest:

____

City Clerk

RDW

#2015-098

RESOLUTION APPROVING INTERLOCAL GRANT AGREEMENT FOR THE IOWA/BYRNE-JUSTICE ASSISTANCE GRANT PROGRAM (JAG) $19,304, SPLIT 50% WITH MARSHALL COUNTY, TO ASSIST WITH EQUIPMENT PURCHASES

WHEREAS the City of Marshalltown, Iowa has negotiated an Agreement with the STATE OF IOWA to provide a grant award of $19,304, through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

WHEREAS the City Council of the City of Marshalltown finds that this Agreement is in the best interest of the Council; and

WHEREAS said Agreement should be approved and ratified by the Council of the City of Marshalltown, Iowa.

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

Section 1. That the attached Agreement relating to the Edward Byrne Memorial Justice Assistance Grant (JAG) Program for FY 2015-2016 is hereby approved and ratified with the understanding it is shared equally with Marshall County and used to assist with equipment purchases.

Section 2. This Agreement and this resolution shall be in full force and effect from and after its passage and signature as by law provided.

Section 3. That the Police Chief for the City of Marshalltown is hereby authorized and directed to execute said Agreements on behalf of the City of Marshalltown.

Passed this __ day of June, 2015, and signed this ___ day of June, 2015.

CITY OF MARSHALLTOWN, IOWA

____
James L. Lowrance, Mayor

ATTEST:

____
Shari L. Coughenour, CMC, City Clerk

Raw

the City of Marshalltown
POLICE DEPARTMENT

James L. Lowrance, Mayor
Randy A. Wetmore, City Administrator
Michael W. Tupper, Chief of Police
22 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5725
Fax - (641) 752-1211

Marshalltown Police Department
Chief of Police Memorandum

TO: Randy Wetmore, City Administrator
Shari Coughenour, City Clerk

FROM: Michael W. Tupper
Chief of Police

COPY

DATE: 05/20/2015

RE: FY 15-16 Byrne-JAG Grant Request

On May 13, 2015, the Marshalltown Police Department received email notification from the federal government indicating the City of Marshalltown has been awarded $19,304.00 in grant funding from the federal Byrne-JAG grant program. The City of Marshalltown has received grant awards from this federal program for the past several years. This grant program provides criminal justice funding to state and local jurisdictions. This program provides critical funding to support a range of program areas including law enforcement initiatives. Historically, the City of Marshalltown has split these awards evenly with Marshall County. Consequently, the City of Marshalltown's award share for FY 15-16 is $9652.00. The funds can be used for equipment or programming expenditures for FY 15-16. These funds cannot supplant funding already in place for law enforcement programming or equipment purchase plans.

While the grant award has already been announced, there is still an application and review process. The application must be submitted to the United States Department of Justice (DOJ) by June 26. As part of this process, the city is required to approve a budget and spending plan via city council action. Additionally, the city is required to hold a public hearing about how these funds will be spent. These requirements must be met prior to the June 26 application submission date.

The police department is seeking approval from the Marshalltown City Council to purchase body-worn cameras and data storage equipment or storage services for the yet to be purchased camera systems. Body-worn camera programs are a priority for DOJ and is one of the specific goals for Byrne-JAG funding.

A police department committee has been researching body-worn camera equipment, law enforcement programs and policies for this equipment. We have not sought formal bids for this equipment. Based on preliminary data, and the best known information we have at this time, I estimate that the city can purchase 7-10 cameras (and cover data storage for one year) for approximately $10,000.00. If this spending request is approved, the police department plans to spend $10,000.00. $9652 would be funded by the Byrne-JAG grant award and the remainder would come from seized asset accounts.

There would be on-going data storage and maintenance costs annually after year one. For 10 body-worn cameras, these costs are estimated to be $2500.00 per year if we utilize a cloud storage and data management service. Purchasing server equipment for onsite storage would likely be less but would require significant personnel resources to manage the data.

The police department already has template body-worn camera policies available. The police department will need to refine these policies by seeking input from city administration, elected officials, prosecutors, privacy advocates and community groups. The policy could be ready in 90-120 days. The policy will be completed and approved by city administration prior to purchasing this equipment.

Michael W. Tupper
Chief of Police

2015-20

Cc: Captain Christopher Jones, Administrative Services Division
Alicia Hunter, Administrative Assistant

COPY

Hy-Vee wine club dates for 2015-2016

From : Marshalltown - Wine & Spirits Manager <1403winespiritsmgr@hy-vee.com>
Thu, Jun 04, 2015 10:14 AM

Subject : Hy-Vee wine club dates for 2015-2016

To : clerk@ci.marshalltown.ia.us

Cc : Marshalltown - Director, Ric Anderson <1403Director@hy-vee.com>, Marshalltown - WineSpirits Mail Group <1403WineSpiritsMailGroup@hy-vee.com>

Shari,
Here are the dates we have selected for wine club for the coming year. Please reply to let me know that you received this.

Thursday, July 16th	Thursday, August 20th	Thursday, September 17th	Thursday, October 22nd
Thursday, November 19th	No December event	Thursday, January 21st	Thursday, February 18th
Thursday, March 17th	Thursday, April 21st	Thursday, May 19th	Thursday, June 23rd

Thank you for your help. See you Monday night at 5:30.

Rob Van Horn

in:inbox

Shari Coughenour

Mail | Address Book | Calendar | Tasks | Briefcase | Preferences | New Liquor Lice

Close | Reply | Reply to All | Forward | Delete | Spam | Actions

New Liquor License

From: RAMON ORTEGA

To: scoughenour@ci.marshalltown.ia.us

I would like to be included in the upcoming meeting for Liquor License for 4th of July, this would not be a transfer. Beer licei having enough staff available that day to sell beer.

Thank You,

Luisa Ortega

Applicant **License Application ( )**

Name of Applicant: LLC

Name of Business (DBA): Mobile Taps

Address of Premises: 207 koeper dr

City Please Select **County:** Iowa **Zip:** 50158

Business (641) 351-8851

Mailing 207 koeper dr

City Please Select **State** IA **Zip:** 50158

Contact Person

Name Brynjar brynjarsson

Phone: (641) 351-8851 **Email** bbrynjar42@gmail.com

Classification Class B Beer (BB) (Includes Wine Coolers)

Term: 5 days

Effective Date: 07/25/2016

Expiration Date:

Privileges:

Class B Beer (BB) (Includes Wine Coolers)

Status of Business

BusinessType: Limited Liability Company

Corporate ID Number: 489DLC-499295 **Federal Employer ID** 47-378267

Ownership

Brynjar brynjarsson

First Name: Brynjar **Last Name:** brynjarsson

City: marshalltown **State:** Iowa **Zip:** 50158

Position: owner

% of Ownership: 25.00% **U.S. Citizen: No**

Kimberly Brynjarsson

First Name: Kimberly **Last Name:** Brynjarsson

City: marshalltown **State:** Iowa **Zip:** 50158

Position: Owner

% of Ownership: 25.00% **U.S. Citizen: Yes**

Ellen Brown

First Name: Ellen **Last Name:** Brown

City: Conrad **State:** Iowa **Zip:** 50621

Position: owner

% of Ownership: 50.00% **U.S. Citizen: Yes**

Roger Brown

First Name: Roger

Last Name: Brown

City: Conrad

State: Iowa

Zip: 50621

Position: none

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: Founders Insurance Company	
Policy Effective Date:	**Policy Expiration**
Bond Effective	**Dram Cancel Date:**
Outdoor Service Effective	**Outdoor Service Expiration**
Temp Transfer Effective	**Temp Transfer Expiration Date:**

Marshalltown Fire Department
David Rierson, Fire Chief
107 South First Avenue
Marshalltown, IA 50158
Tel - (641) 754-5751
Fax - (641) 754-5722

May 29, 2015

Commandant Jodi Tymesón
Iowa Veterans Home
1301 Summit Street
Marshalltown, IA. 50158

RE: Fire Protection Contract Renewal FY 2015 – 2016

Commandant Tymeson,

Per our correspondence, the following figures were used to determine the fire protection renewal fee for FY 2015 – 2016 between the Iowa Veterans Home and the City of Marshalltown:

Population: 27,552 (2010 Census)
FY 2015 – 2016 Department Budget: $2,939,630
FORMULA: FIRE PROTECTION AND SERVICES

Per Capita Cost: $\frac{\text{2,939,630 (Budget)}}{\text{27,552 (Population)}}$ = $106.69 per capita

Contract Fee: $106.69 (per capita) x 571 (average daily census) = $60,911.99

Confined Space Retainer: $1,650
Annual retainer providing usage of Marshalltown Fire Department as designated Confined Space Rescue Service under IVH Confined Space Program.

Total Amount Due: $ 62,569.99

Acceptance: Jodi S. Tymeson Date 06-02-2015
Commandant – IVH

Date 05-29-15
David Rierson – Fire Chief

Raw

RESOLUTION APPROVING THE AGREEMENT BY AND BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND THE STATE OF IOWA, IOWA VETERANS HOME, RELATING TO TRAFFIC CONTROL ENFORCEMENT AT THE IOWA VETERANS HOME, MARSHALLTOWN, IOWA, FOR TWO FISCAL YEARS BEGINNING JULY 1, 2015 AND ENDING JUNE 20, 2017.

WHEREAS there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed Agreement by and between the City of Marshalltown and the State of Iowa, Iowa Veterans Home, Marshalltown, Iowa, relating to traffic control enforcement at the Iowa Veterans Home for a period of two fiscal years beginning July 1, 2015 and ending June 30, 2017, and

WHEREAS the Council has fully examined the Agreement and has found it to be in the best interest of the City of Marshalltown, Iowa, and that the same would now be approved and accepted.

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

Section 1. That the Agreement by and between the City of Marshalltown, Iowa and the state of Iowa, Iowa Veterans Home, Marshalltown, Iowa, for traffic control enforcement at the Iowa Veterans Home for a period of two fiscal years beginning July 1, 2015 and ending June 30, 2017, is hereby approved in all respects and particulars.

Section 2. The Mayoor and City Clerk are hereby authorized and directed to sign said Agreement on behalf of the City of Marshalltown.

Passed this _____ day if June, 2015, and signed this _____ day of June, 2015

City of Marshalltown, Iowa

by_______________________________ by_______________________________
James L. Lowrance , Mayor Shari L. Coughenour, City Clerk

AGREEMENT FOR ENFORCEMENT OF TRAFFIC CONTROL LAWS AT THE IOWA VETERANS HOME
1301 SUMMIT STREET
MARSHALLTOWN, IOWA

This Agreement made and entered into this _____ day of _______________, 2015, (the "Agreement") by and between the City of Marshall, Iowa (Marshalltown) and the State of Iowa, WITNESSED:

WHEREAS, the State of Iowa oversees the operation of the Iowa Veterans Home (IVH) at Marshalltown, Iowa, and

WHEREAS, the State of Iowa and the IVH desire that the City of Marshalltown provide traffic control enforcement on the IVH grounds, and

WHEREAS, the City of Marshalltown is willing to provide traffic control enforcement at the IVH on the terms and conditions herein set forth.

THEREFORE, IN CONSIDERATION of the recitals, representations, covenants, and Agreement set forth herein, the parties hereby represent, covenant and agree as follows:

1. Description of traffic control enforcement to be provided. Marshalltown, through utilization of its Police Department, shall provide enforcement of State and Local traffic, parking, and fire lane laws at the IVH.

2. Fee. The State of Iowa shall pay to Marshalltown an annual fee in the amount of $37,147 for a period of two fiscal years beginning July 1, 2015, and ending June 30, 2017, for law enforcement services provided pursuant to this contract. This annual fee shall be due and payable on July 1, of each Fiscal Year, payable to the Office of the City Clerk, Marshalltown, Iowa.

3. Adjustment of Fee. The annual fee owed to Marshalltown by IVH shall not be adjusted during the term f this Agreement.

4. Street Names. The IVH shall name each of the streets on the site. Signs identifying the streets shall be erected and maintained by IVH. A map showing the identification of each street shall be provided to the Marshalltown Police Chief.

5. Maintenance of Signs. The IVH shall obtain, install, and maintain all signs necessary for the enforcement of traffic, parking, and fire lane laws, and said signs shall conform and be installed in accordance with the Manual of Uniform Traffic Control Devices.

6. Duration. Law enforcement, under the terms of this Agreement shall continue for two fiscal years from July 1, 2015 and ending June 30, 2017, unless terminated by any party by giving a 30-day written notice of termination. In the event of termination the annual fee shall be prorated for each month of enforcement provided by Marshalltown. The terms and conditions of this contract shall automatically renew on an annual basis unless one of the parties notifies the other by written notice 30 days prior to the ending date of this Agreement that said party wishes to modify or terminate the terms and conditions of this Agreement.

7. Indemnification. The State of Iowa shall indemnify, save harmless, and defend Marshalltown, its agents, and employees from and against any and all liability, claims, demands, damages, expenses, fees, costs, suits, proceedings, or causes of action of any kind and nature attributed to any negligence on the part of the State of Iowa or attributed to failure by the State of Iowa to perform m under the terms of this contract.

8. Notice. Any notice, demand, or communication to be given pursuant to this Agreement shall be in writing and mailed by certified mail, postage prepaid and properly addressed to the parties as follows:

City of Marshalltown	State of Iowa
City Clerk	IVH Commandant
24 North Center Street	1301 Summit Street
Marshalltown, IA 50158	Marshalltown, IA 50158-5485

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CITY OF MARSHALLTOWN

____

James L. Lowrance, Mayor

ATTEST:

____

Shari Coughenour, City Clerk

STATE OF IOWA

____

Iowa Veterans Home

TLW

the City of Marshalltown

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

Housing/Zoning Department – LHCP – Lead Hazard Control

TO: Randy Wetmore, Mayor and Council
FROM: Joyce R. Brown, Lead Grant Program Manager
DATE: June 2, 2015
RE: Partnerships between The City of Marshalltown and both Mid-Iowa Community Action, Inc. and the Friends of the Library for administration of the Lead Hazard Control Program

The Lead Hazard Control program received approval from the U.S. Department of Housing and Urban Development (HUD) to release funds for their fifth Lead Hazard Control Grant in February 2015. The Environmental Review has been completed and all the counties of Hardin, Marshall, Story and Tama and the communities of Ackley, Alden, Eldora, Hubbard, Iowa Falls, Owasa, Radcliffe, Steamboat Rock, Union, Whitten, Le Grand, Melbourne, St. Anthony, State Center, Cambridge, McCallsburg, Roland, Garwin, Gladbrook, Tama, Toledo and Traer have agreed and work is under way.

In the past grant, the City partnered with Mid-Iowa Community Action, Inc. to administer the outreach, education and case management pieces of the program as well as the blood-lead testing and data base entry of those children who have been lead poisoned. We feel very fortunate that they have agreed to continue our partnership throughout this new grant period of May 15, 2015 through November 2, 2017.

In addition to MICA, the City also worked with the Friends of the Library during the past grant. They too have agreed to enter into another Memorandum of Agreement for the use of the two homes on library property, 110 and 112 W. Linn Street, for relocation purposes. This kind of in-kind collaboration greatly reduces the amount of money spent on relocation activities that can then be funded in other areas. It also helps us in the application process to be able to show match dollars.

We are asking to please be place for discussion at the June 8, 2015 Council meeting.

Joyce R. Brown
Lead Grant Program Manager
(641) 754-6583
jbrown@ci.marshalltown.ia.us

RESOLUTION AUTHORIZING APPROVAL OF MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF MARSHALLTOWN ON BEHALF OF THE LEAD HAZARD CONTROL PROGRAM AND THE FRIENDS OF THE LIBRARY REGARDING PROPERTIES AT 110 AND 112 W. LINN STREET, MARSHALLTOWN, IOWA

WHEREAS the City of Marshalltown (hereinafter referred to as the "City"), State of Iowa, is a political subdivision organized and existing under the law and the Constitution of the State of Iowa (the "State"); and

WHEREAS the Marshalltown Housing & Community Development Department is administering a HUD Lead Hazard Control Program which requires occupant relocation during construction; and

WHEREAS the Friends of the Library have agreed to allow use of the property at 110 and 112 W. Linn Street, Marshalltown, Iowa, under the conditions set forth in the attached agreement.

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

Section 1. The City of Marshalltown, Iowa authorizes approval of the attached Memorandum of Agreement by and between the City and the Friends of the Library.

Section 2. Attached hereto is said agreement, which is hereby approved and ratified by the Council of the City of Marshalltown, Iowa.

Section 3. This Resolution shall be in full force and effect from and after its passage and adoption as by law required.

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

CITY OF MARSHALLTOWN, IOWA

____
James L. Lowrance, Mayor

ATTEST:

____
Shari L. Coughenour, CMC, City Clerk

Memorandum of Agreement

This memorandum details an agreement between the City of Marshalltown (the "City") and Friends of the Marshalltown, Iowa Public Library, Inc. ("FOL"), to implement the City's renewed lead based paint abatement project utilizing the properties at 110 and 112 W. Linn Street on or after May 30, 2015, for a period of thirty (30) months, ending November 30, 2017, subject to appropriate and necessary resolutions, ordinances, and legal contracts.

FOL is a not-for-profit 501 (c)(3) corporation established in 1997. The mission of FOL is to support and promote the programs, resources, and services of the Marshalltown Public Library. FOL solicits gifts, endowments, and bequests for the benefit of the library. FOL is supportive of the City in implementing the new lead abatement project.

The City and FOL propose that FOL will allow the City to use the properties at 110 and 112 W. Linn for the term of the agreement for the purpose of housing homeowners and tenants as part of the lead abatement program operated by the City. Occupants of the property will be participants in good standing in the lead abatement program and will only occupy the property during the relocation period of their assistance. For this use, the City will provide the following consideration to offset FOL income from sale and debt service or rental for the term of the agreement:

The City will attest that the residences at 110 and 112 W. Linn Street meet all the requirements of the City's rental housing code, and that all mechanical systems are in working and satisfactory order as acknowledged by the City.

The City will utilize Federal funding under the HUD Lead Hazard Control Program to remediate any lead hazards identified through a lead inspection. The property will be made "lead safe" as of a specific date of clearance. FOL will receive a copy of all reports and documents associated with the lead hazard control program and will be responsible for disclosure of lead based paint activity following the term of the agreement.

The City will carry appropriate property and liability insurance and reimburse the FOL for any premiums paid for the term of the agreement and hold FOL harmless from and against any and all claims which may be asserted against it with respect to events occurring at the premises during the term of this agreement.

The City is responsible for renter's coverage, routine safety checks, and routine property maintenance including cleaning, electrical, plumbing, heating and cooling system repairs, lawn care, and snow removal. The City is responsible for all utilities during the duration of this agreement. The City will be responsible for any property taxes during the term of the agreement.

The City considers their use of the residences at 110 and 112 W. Linn Street as an in-kind match amount from FOL with a value of $807 per month based on the Housing Authority established Payment Standard for rent in Marshall County.

Termination of agreement may be made at any time by either party for any reason with a thirty (30) day written notice. Should the City have an occupant residing in the safe house at the time the thirty (30) day notice is given, the family shall in no way be caused to vacate the safe house until such time that their own house is deemed lead safe and cleared for return.

The City and its program participants shall at all times occupy the property in a peaceable and legal manner.

The City shall use the property for the lead abatement program as provided herein and for no other purpose.

Agreed to by the City and FOL on ________________________, 2015.

City of Marshalltown

____
Mayor James L. Lowance

Friends of the Marshalltown Iowa Public Library, Inc.

David Giese
____
President David Giese

RESOLUTION AUTHORIZING APPROVAL OF THE CONTRACT BETWEEN THE CITY OF MARSHALLTOWN AND MID-IOWA COMMUNITY ACTION, INC. FOR SERVICES RELATED TO THE ADMINISTRATION OF THE HUD LEAD HAZARD CONTROL GRANT EFFECTIVE MAY 15, 2015 THROUGH NOVEMBER 2, 2017

WHEREAS the City of Marshalltown (hereinafter referred to as the "City"), State of Iowa, is a political subdivision organized and existing under the law and the Constitution of the State of Iowa (the "State"); and

WHEREAS the City of Marshalltown Housing & Community Development Department is administering a HUD Lead Hazard Control Program which requires the education, outreach, case management, blood-lead testing and other services for program applicants for the duration of the grant; and

WHEREAS Mid-Iowa Community Action, Inc. has agreed to provide these services under the conditions set forth in the attached contract.

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

Section 1. The City of Marshalltown, Iowa authorizes approval of the attached contract by and between the City and Mid-Iowa Community Action, Inc.

Section 2. Attached hereto is said contract, which is hereby approved and ratified by the Council of the City of Marshalltown, Iowa.

Section 3. This Resolution shall be in full force and effect from and after its passage and adoption as by law required.

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

CITY OF MARSHALLTOWN, IOWA

____
James L. Lowrance, Mayor

ATTEST:

____
Shari L. Coughenour, CMC, City Clerk

CONTRACT BY AND BETWEEN CITY OF MARSHALLTOWN AND MID-IOWA COMMUNITY ACTION, INC. FOR SERVICES RELATED TO THE ADMINISTRATION OF THE HUD LEAD HAZARD CONTROL GRANT EFFECTIVE MAY 15, 2015 THROUGH NOVEMBER 02, 2017 CONTRACT NUMBER: IALHB0587-14

Section 1

- **Identification of Parties and Effective Date**

This Contract was entered into by and between the City of Marshalltown (the City) and Mid-Iowa Community Action, Inc. (MICA) (the Contractor) the ___ day of May, 2015, for the length of the contract as provided in Section 3.

Section 2

- **Description of Work and Services**

The Contractor shall provide all of the following services and support in conjunction with the City of Marshalltown Lead Hazard Control Program:

1. **Education**
   a. Develop and coordinate efforts to inform and educate the public, medical service community, and social service agencies about lead hazards and the City of Marshalltown Lead Hazard Control Program; and
   b. Educate parents of lead poisoned children in lead poisoning and prevention techniques and assure parental compliance with the management of each child's elevated blood level.

2. **Blood-lead testing**
   a. Shall do capillary blood draws and blood-lead screenings as needed for all children under the age of six of each applicant family; and
   b. Coordinate and/or refer for testing of a venous blood-lead in children with capillary levels above 20, or two levels between 14 and 19, identified through application to the City of Marshalltown Lead Hazard Control Program under the following circumstances:
      1) If the family does not have medical insurance, or
      2) If the family does not have a primary medical provider

3. **Case Management**
   a. Shall provide follow-up care coordination and coordination of follow-up environmental inspections and environmental case management for lead poisoned children identified through application to the City of Marshalltown Lead Hazard Control Program; and
   b. Shall provide nursing support, medical case management and care coordination of EBL cases identified through application to the City of Marshalltown Lead Hazard Control Program.
   c. Shall meet with families with lead poisoned children and make referrals to the City.

4. **Other Services**
   a. Shall provide data management, clerical support and billing support for the services described above.

5. **Reporting Requirements**
   a. The Contractor shall continue to submit a quarterly report to the City for the duration of the grant indicating any outreach/education events held and meetings attended that meet benchmark standards.
   b. The Contractor shall continue to submit a quarterly report to the City for the duration of the grant indicating any matching/in-kind contributions, summary of money spent on labor, materials, or other services as incurred.
   c. The Contractor shall continue to maintain detailed accounting records, which would be available upon request by the City, an independent auditor, or by the U.S. Department of Housing and Urban Development (HUD).

Section 3

- **Term of Contract**

The term of this contract shall be from May 15, 2015 through November 02, 2017.

- **Certificate of Liability Insurance**

The Contractor shall carry and maintain, during the term of this Contract, general liability insurance per occurrence basis with limits of liability no less than $1,000,000 per occurrence for Bodily and Property Damage.

The Contractor will defend, indemnify and hold harmless the City, its Officers, commissioners, and employees from liability and claims for damages because of bodily injury, death, and property damage or loss and expense arising from any of the Contractors actions under this Contract.

- **Certificate of Workers Compensation**

The Contractor shall carry and maintain, during the term of this Contract, worker's compensation and employers liability insurance meeting the requirement of Iowa Workers Compensation Law on the Contractor's employees carrying out the work involved in this Contract.

- **Fee for services**

The Contractor will bill the City for reimbursement of funds spent as they occur and at the approval of the City as an eligible expense and pending budget availability. The agreed to budget for federal dollars is $34,454.00 for the term of the agreement. This is an average of $1148.00 per month for a period of 30 months. Pending available funds and HUD approval; if fees exceed $34,454.00, additional fees may be approved.

Any matching funds will be documented in the quarterly report that will be submitted by the Contractor to the City. The agreed to matching dollar is $222,876.00. This is an average of $7,429.00 per month for a period of 30 months.

The Contractor understands that this contract may be terminated by the City immediately for non-compliance or withdrawal of funding from the U.S. Department of Housing and Urban Development.

Signature:

James L. Lowrance, Mayor
City of Marshalltown

Signature: Arlene McAtee

Mid Iowa Community Action, Inc.
Executive Director, Arlene McAtee

Attest: ____________________
Shari Coughenour, City Clerk

CONTRACT BY AND BETWEEN CITY OF MARSHALLTOWN AND MID-IOWA COMMUNITY ACTION, INC. FOR SERVICES RELATED TO THE ADMINISTRATION OF THE HUD LEAD HAZARD CONTROL GRANT EFFECTIVE
MAY 15, 2015 THROUGH NOVEMBER 02, 2017
CONTRACT NUMBER: IALHB0587-14

Section 1

- **Identification of Parties and Effective Date**

This Contract was entered into by and between the City of Marshalltown (the City) and Mid-Iowa Community Action, Inc. (MICA) (the Contractor) the ___ day of May, 2015, for the length of the contract as provided in Section 3.

Section 2

- **Description of Work and Services**

The Contractor shall provide all of the following services and support in conjunction with the City of Marshalltown Lead Hazard Control Program:

1. **Education**
   a. Develop and coordinate efforts to inform and educate the public, medical service community, and social service agencies about lead hazards and the City of Marshalltown Lead Hazard Control Program; and
   b. Educate parents of lead poisoned children in lead poisoning and prevention techniques and assure parental compliance with the management of each child's elevated blood level.

2. **Blood-lead testing**
   a. Shall do capillary blood draws and blood-lead screenings as needed for all children under the age of six of each applicant family; and
   b. Coordinate and/or refer for testing of a venous blood-lead in children with capillary levels above 20, or two levels between 14 and 19, identified through application to the City of Marshalltown Lead Hazard Control Program under the following circumstances:
      1) If the family does not have medical insurance, or
      2) If the family does not have a primary medical provider

3. **Case Management**
   a. Shall provide follow-up care coordination and coordination of follow-up environmental inspections and environmental case management for lead poisoned children identified through application to the City of Marshalltown Lead Hazard Control Program; and
   b. Shall provide nursing support, medical case management and care coordination of EBL cases identified through application to the City of Marshalltown Lead Hazard Control Program.
   c. Shall meet with families with lead poisoned children and make referrals to the City.

4. **Other Services**
   a. Shall provide data management, clerical support and billing support for the services described above.

5. **Reporting Requirements**
   a. The Contractor shall continue to submit a quarterly report to the City for the duration of the grant indicating any outreach/education events held and meetings attended that meet benchmark standards.
   b. The Contractor shall continue to submit a quarterly report to the City for the duration of the grant indicating any matching/in-kind contributions, summary of money spent on labor, materials, or other services as incurred.
   c. The Contractor shall continue to maintain detailed accounting records, which would be available upon request by the City, an independent auditor, or by the U.S. Department of Housing and Urban Development (HUD).

Section 3

- **Term of Contract**

The term of this contract shall be from May 15, 2015 through November 02, 2017.

- **Certificate of Liability Insurance**

The Contractor shall carry and maintain, during the term of this Contract, general liability insurance per occurrence basis with limits of liability no less than $1,000,000 per occurrence for Bodily and Property Damage.
The Contractor will defend, indemnify and hold harmless the City, its Officers, commissioners, and employees from liability and claims for damages because of bodily injury, death, and property damage or loss and expense arising from any of the Contractors actions under this Contract.

- **Certificate of Workers Compensation**

The Contractor shall carry and maintain, during the term of this Contract, worker's compensation and employers liability insurance meeting the requirement of Iowa Workers Compensation Law on the Contractor's employees carrying out the work involved in this Contract.

- **Fee for services**

The Contractor will bill the City for reimbursement of funds spent as they occur and at the approval of the City as an eligible expense and pending budget availability. The agreed to budget for federal dollars is $34,454.00 for the term of the agreement. This is an average of $1148.00 per month for a period of 30 months. Pending available funds and HUD approval; if fees exceed $34,454.00, additional fees may be approved.

Any matching funds will be documented in the quarterly report that will be submitted by the Contractor to the City. The agreed to matching dollar is $222,876.00. This is an average of $7,429.00 per month for a period of 30 months.

The Contractor understands that this contract may be terminated by the City immediately for non-compliance or withdrawal of funding from the U.S. Department of Housing and Urban Development.

Signature:

James L. Lowrance, Mayor
City of Marshalltown

Signature: Arlene McAtee

Mid Iowa Community Action, Inc.
Executive Director, Arlene McAtee

Attest: ______________________
Shari Coughenour, City Clerk

RAW

Memo

To: Mayor and City Council

From: Randy A. Wetmore, City Administrator RAW

Re: Proposed Urban Revitalization Tax Abatement Program for Housing

Date: June 8, 2015

One of the Council goals adopted for this year regarded housing and a part of the action plan was to investigate and analyze methods to encourage development of infill lots and new housing development.

Staff has reviewed what other communities have adopted and are offering as incentives. Copies of some of the incentive policies are provided for your review.

The Draft incentive plan for your review mirrors what the City of Ames offers for housing. By offering three different options it allows a builder to select what works best for them.

What is not a part of this Draft is a section that may address the instances when a large development may be proposed where it would be in the best interest of the city to consider a different incentive plan. You may want to set a dollar amount, say $2 million in improvements, where the Council then would be willing to negotiate a different package.

Should you have any questions, please contact me.

Urban Revitalization Tax Abatement Program for Housing

For those properties located in area designated as an "Urban Revitalization Area" and if improvements are made to those properties improve the assessed value of the property by 5% or more may qualify for an Urban Revitalization Tax Abatement on the improved portion of the property. These properties include single family dwellings, duplexes, multi-family structures and apartments. The application must be received and construction begun prior to February 1 of the assessment year for which the exemption is first claimed, but not later than the year in which all improvements included in the project are first assessed. Applications are approved by the City Council at the first meeting in February. If approved, the Assessor evaluates the application before and after the improvement for the effect on property value. Applicants choose one of the three potential abatement schedules in which the amount of the partial exemptions is equal to a percent of the Actual Value-added by the improvements, determined as follows:

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

DEVELOPMENT INCENTIVES

There are several incentives available to develop properties and businesses within the City of Ames.

- Industrial Property Tax Exemption
- Urban Revitalization Tax Abatement
- City of Ames Revolving Loan Fund
- Community Investment Fund
- Downtown Facade Assistance

Industrial Property Tax Exemption – The Ames City Council has approved an ordinance for a partial exemption from property tax of the actual value added to real estate by the new construction of industrial real estate, research facilities, warehouses, owner-operated cattle facilities, and distribution centers. The amount of actual value added that is eligible to be exempt from taxation is as follows: Year 1, 75%; Year 2, 60%; Year 3, 45%; Year 5, 15%. Applications are filed with the Ames City Assessor and must be submitted by February 1 after the year of construction. Companies may file for prior approval.

Community Investment Fund - The City of Ames and the Ames Economic Development Commission can provide up to $50,000 in financial assistance to provide a local match for State financial assistance programs and to fill financing gaps in economic development projects. The assistance is typically in the form of a no-interest or low interest loan, but it can take the form of a forgivable loan for projects with high paying jobs and significant capital investment. For information on this assistance, contact the Ames Economic Development Commission.

Urban Revitalization Tax Abatement - For an area designated an "Urban Revitalization Area," improvements made to properties that improve the assessed value of the property by 5% or more may qualify for Urban Revitalization Tax Abatement. The application process for this program is administered by the Department of Planning and Housing. The application must be received and construction begun prior to February 1 of the assessment year for which the exemption is first claimed, but not later than the year in which all improvements included in the project are first assessed. Applications are approved by the City Council at the first meeting in February. If approved, the City Assessor evaluates the application before and after the improvement for the effect on property value. Applicants choose one of three potential abatement schedules in which the amount of the partial exemption is equal to a percent of the Actual Value-added by the improvements, determined as follows:

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

Welcome to Altoona, Iowa!

Altoona's Urban Revitalization Plan pertaining to residential tax abatement is as follows:

New Residential Construction – all qualified real estate assessed as residential property is eligible to receive a one hundred percent (100%) exception from taxation on the first $75,000.00 of actual value added by the improvements. This exemption is for a period of five years. The lot must be in an approved subdivision, the new home is required to be owner-occupied, and if the property is within a plat approved after December 31, 2006, the lot may be required to have two hardwood trees for tax abatement eligibility.

Example: A new home is assessed at $200,000.00 by the Polk County Assessor. After abatement is applied, the assessment is reduced to $125,000.00 for taxation purposes. The $75,000.00 reduction in assessed valuation is constant for five tax years.

Residential Improvement – A home improvement that increased the property assessment, as determined by the Polk County Assessor, by ten percent or more, that portion of the increased assessment, up to a maximum of $75,000 is eligible for a five-year tax abatement.

Contact: Susi Hoots – 515-967-5138 ext 150

Altoona Residential Tax Abatement Application form

Please refer to the Polk County Assessor's website for additional information: http://web.assess.co.polk.ia.us/cgi-bin/web/tt/infoqry.cgi?tt=adjustments/summary/UR

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Business » Economic Development » Urban Revitalization Tax Abatement Program

Economic Development

Urban Revitalization Tax Abatement Program

Urban Revitalization Tax Abatement Program

MASON CITY URBAN REVITALIZATON TAX ABATEMENT PROGRAM

Most homeowners and business property owners who wish to upgrade their properties can take advantage of Mason City's Urban Revitalization Tax Abatement program. Owners of a single family or two-family home can receive a five year, 100-percent abatement on the increased taxes resulting from improvements that increase the assessed value of the property by 10 percent or more. For new construction or for improvements to newer homes, the abatement is limited to the first $75,000 of increased value. For improvements to homes that are historic (any home that is 50 or more years old) or to homes that the City determines are blighted, there is no limitation on the tax abatement, so long as the improvements raise the value of the property by at least 10 percent. This program applies to improvements to the main dwelling structure as well as to detached outbuildings, such as garages. To be eligible, the property must be located in the designated Urban Revitalization District (most homes in Mason City are within the district; contact the Development Services Department at 421-3626 or see the Mason City Urban Revitalization Area map if you are not sure if your property is included.

Owners of multiple-family dwellings (three or more dwelling units in a building) can also take advantage of this program. Assisted living projects (senior care, independent living, nursing homes, group homes, etc.) are eligible if improvements raise the assessed value at least 10 percent. Traditional multi-family dwellings (apartments, rooming houses, etc.) are eligible if improvements raise the value at least 15 percent. Qualified projects can choose one of two tax abatement schedules: a three-year, 100-percent abatement on the increased taxes resulting from the improvements, or a ten-year, declining scale abatement (80 percent of the increased taxes in year one, 70 percent in year two, and so on). This program applies to multiple-family projects in the Urban Revitalization District.

Business owners may also be able to benefit from this program. Projects that increase the value of the property by at least 15 percent can also choose one of the two tax abatement schedules available to owners of multiple-family property, as described above. This program applies only to business properties in the Urban Revitalization District, which includes Downtown Mason City, most of the North and South Federal Avenue corridors, parts of 19th Street SW and South Taft Avenue, the Willowbrook area, parts of the business district on West IA 122/4th Street SW, and the small business areas on East IA 122/4th Street SE and on the north side of 12th Street NE at North Carolina Avenue. Again, contact the Development Services Department at 421-3626 or see the Mason City Urban Revitalization Areas map to determine if your property is included in the Urban Revitalization District.

If you have completed improvements during calendar year 2013 and would like to be considered for the Urban Revitalization Tax Abatement program, please request the program application from the Development Services Department, third floor of City Hall, or download the form here. The completed form must be submitted by 4:30 PM on January 31, 2014. The City Assessor will notify you if your project qualifies for the tax abatement.

Urban Revitalization Application Form

Urban Revitalization District Map

Information Brochure

Questions? Please contact the Development Services Department at 421-3626.

City of Mason City, 10 First Street NW, Mason City, IA 50401 | 641-421-3600 | Contact Us

FORT DODGE
GROWTH ALLIANCE

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ECONOMIC DEVELOPMENT • FINANCIAL ASSISTANCE • GREATER FORT DODGE/WEBSTER COUNTY

Tax Abatement

With abatement, the valuation related to the new construction or improvement is kept off the tax rolls for a period of time, thereby reducing the amount of property taxes to be paid by the property owner.

10-Year Schedule	5-Year Schedule
Year 1 = 80%	Year 1 = 75%
Year 2 = 70%	Year 2 = 60%
Year 3 = 60%	Year 3 = 45%
Year 4 = 50%	Year 4 = 30%
Year 5 = 40%	Year 5 = 15%
Year 6 = 40%	
Year 7 = 30%	
Year 8 = 30%	
Year 9 = 20%	
Year 10 = 20%	

Greater Fort Dodge/Webster County

- Tax Abatement
- Tax Increment Financing
- Enterprise Zones
- Revolving Loan Fund (RLF)
- Downtown Self-Supported Municipal Improvement District (SSMID)

Industrial Revenue Bonds

Job Training Programs

State of Iowa Assistance Programs

Tbow

the City of Marshalltown

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

DEPARTMENT OF PUBLIC WORKS

June 2, 2015

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

From: Justin Nickel
Director of Public Works

Re: Award Construction Contract – Cessford Construction for 2015 Mill & Overlay Project (760150004) amount of $530,711.86.

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

Recommendation: Staff recommends awarding the construction contract to Cessford for the 2015 Mill & Overlay project for an amount equal to $530,711.86. The Engineers Estimate of probable cost was $579,856.20.

Background: Construction includes mill and overlay coat to four areas in Marshalltown. North Center Street from Grant Street to the Iowa River Bridge, West Boone from 9th to 12th Street, South 11th Street from Church Street to Boone, Columbus Drive from Center Street to Crestview Drive, and Blossom Lane north of Thunderbird Drive are all included in this year's program.

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

Attachment: Agreement.

cc: Randy Wetmore, City Administrator

RESOLUTION APPROVING CONTRACT AND BOND FOR CONSTRUCTION OF THE 2015 MILL AND OVERLAY PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. 76015004 IN THE AMOUNT OF $530,711.86

WHEREAS the City of Marshalltown, Iowa, did by resolution duly adopted by the Council, accept the bid of OMG Midwest, dba Cessford Construction of LeGrand, Iowa, for construction of the 2015 Mill and Overlay 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 OMG Midwest dba Cessford Construction, of LeGrand, Iowa, 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 OMG Midwest dba Cessford Construction 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. 76015004, the 2015 Mill and Overlay 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 22nd day of June 2015 and signed this _____ day of June 2015.

CITY OF MARSHALLTOWN, IOWA

____
James L. Lowrance, Mayor

ATTEST:

____
Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING CONTRACT AND BOND FOR CONSTRUCTION OF THE 2015 MILL AND OVERLAY PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. 76015004 IN THE AMOUNT OF $530,711.86

WHEREAS the City of Marshalltown, Iowa, did by resolution duly adopted by the Council, accept the bid of OMG Midwest, dba Cessford Construction of LeGrand, Iowa, for construction of the 2015 Mill and Overlay 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 OMG Midwest dba Cessford Construction, of LeGrand, Iowa, 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 OMG Midwest dba Cessford Construction 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. 76015004, the 2015 Mill and Overlay 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 22nd day of June 2015 and signed this _____ day of June 2015.

CITY OF MARSHALLTOWN, IOWA

____

James L. Lowrance, Mayor

ATTEST:

____

Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE 2015 CONCRETE REPAIR PROJECT, IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. 76015006

WHEREAS there was placed on file in the office of the Clerk of the City of Marshalltown, Iowa, proposed plans and specifications, proposed form of contract and estimated cost for a public improvement in the City of Marshalltown, Iowa, for the 2015 Concrete Repair, Project No. 76015006, as fully set forth in the resolution ordering same, and that public notice of hearing on such plans, specifications and form of contract were duly published in the Marshalltown Times-Republican in time for hearing now before the Council, and

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

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the plans, specifications, form of contract and estimated cost heretofore placed on file and upon which public notice has been duly given and no objections thereto have been made either in writing or in open council, the Council does now adopt and approve the plans, specifications, form of contract and estimate of cost for Project No. 76015006, being the 2015 Concrete Repair in the city of Marshalltown, Iowa.

Passed this 22nd day of June 2015, and signed this ____ day of June, 2015.

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

R400

the City of Marshalltown

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

DEPARTMENT OF PUBLIC WORKS

June 2, 2015

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

From: Justin Nickel
Director of Public Works

Re: Approve Plans, Specifications, Form of Contract and Cost – 2015 Sidewalk Repair Project (76015007)

Policy Issue: City policy requires Governing Body passage of Resolution approving plans, specifications, form of contract and cost.

Recommendation: Staff recommends approving the Resolution for plans, specifications, form of contract and cost of the 2015 Sidewalk Repair Project

Background: City Staff has prepared plans for repair of sidewalks in various locations. The majority of repairs are located on North Center Street.

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

Attachment: None

cc: Randy Wetmore, City Administrator

RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE 2015 SIDEWALK REPAIR PROJECT, IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO.76015007

WHEREAS there was placed on file in the office of the Clerk of the City of Marshalltown, Iowa, proposed plans and specifications, proposed form of contract and estimated cost for a public improvement in the City of Marshalltown, Iowa, for the 2015 Sidewalk Repair, Project No. 76015007, as fully set forth in the resolution ordering same, and that public notice of hearing on such plans, specifications and form of contract were duly published in the Marshalltown Times-Republican in time for hearing now before the Council, and

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

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the plans, specifications, form of contract and estimated cost heretofore placed on file and upon which public notice has been duly given and no objections thereto have been made either in writing or in open council, the Council does now adopt and approve the plans, specifications, form of contract and estimate of cost for Project No. 76015007, being the 2015 Sidewalk Repair Project in the city of Marshalltown, Iowa.

Passed this 22nd day of June, 2015, and signed this _____ day of June 2015.

CITY OF MARSHALLTOWN

____
James L. Lowrance, Mayor

ATTEST:

____
Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN, IOWA
OFFICIAL NOTICE OF HEARING AND LETTING

2015 SIDEWALK REPAIR PROJECT

PROJECT NO. 76015007

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE 2015 SIDEWALK REPAIR PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, AND THE TAKING OF BIDS FOR SUCH IMPROVEMENTS.

A public hearing will be held at 5:30 p.m. local time on the **22nd day of June, 2015** in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, on the proposed plans, specifications, proposed form of contract, and the estimated cost of improvements proposed to be constructed under Project No. 76015007, the 2015 Sidewalk Repair Project is now on file in the office of the City Clerk and at said hearing any interested person may appear and file objection thereto or to the bidding process.

Sealed proposals based upon the proposed plans, specifications, proposed form of contract, estimated costs of improvement, will be received until 10:00 a.m. local time, on the **25th day of June, 2015** for the construction of the 2015 Sidewalk Repair Project as described in the plans and specifications for Project No 76015007, and which will be opened, read, and tabulated by the City Engineer or his designate at that time, will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers on the **13th day of July, 2015** or at such later time and place as may then be fixed.

The proposed work will involve furnishing the labor, equipment, and materials necessary for constructing the 2015 Sidewalk Repair Project in Marshalltown, Iowa as shown in the plans and specifications for Project No. 76015007, the 2015 Sidewalk Repair Project.

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

ESTIMATED PROJECT QUANTITIES			
ITEM NO.	ITEM	UNIT	QUANTITY
1	CONCRETE SIDEWALK REMOVAL ONLY	SF	393.0
2	4" PCC SIDEWALK REMOVE & REPLACE, CLASS C	SF	3,896.0
3	6" PCC SIDEWALK REMOVE & REPLACE, CLASS C	SF	4,051.0
4	COMBINED RETAINING WALL SIDEWALK	CY	1.0
5	DETECTABLE WARNING PANEL 2'x4' "Cast In Place"	EA	61.0
6	DETECTABLE WARNING PANEL 2'x5' "Cast In Place"	EA	2.0
7	DETECTABLE WARNING PANEL 2'x6' "Cast In Place"	EA	1.0
8	30" CURB & GUTTER, REMOVE & REPLACE	LF	288.0
9	6" BEAM CURB, REMOVE & REPLACE	LF	115.0
10	SEEDING, FERTILIZE, AND MULCH	LS	1.0
11	TRAFFIC CONTROL	LS	1.0
12	MOBILIZATION	LS	1.0

All work is to be done in strict compliance with the Plans and Specifications for said Project No. 76015007 as proposed by the City Engineer.

The work shall begin without unnecessary delay and shall be **completed by October 27th, 2015**. The City and Contractor recognize that time is of the essence of this Agreement and that City will suffer financial loss if the Work is not completed within the times specified in paragraph above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving in a legal preceding the actual loss suffered by City if the Work is not completed on time.

Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City according to the following schedule:

Substantial Completion Liquidated Damages	Final Completion Liquidated Damages
$400.00	$200.00

For each day that expires after the time specified for Substantial Completion until the work is certified by the engineer as substantially complete and after certification of substantial completion if Contractor neglects, refuses or fails to complete the remaining Work within the contract time for Final Completion. The City shall deduct the accrued liquidated damages from the final payment due to the Contractor.

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

Each proposal shall be accompanied by a certified check in an amount equal to ten percent (10%) of the total amount of the bid, in a separate sealed envelope, drawn on and certified payable by a solvent bank to the City Treasurer of the City as security that, if awarded the contract by resolution of the City Council, the bidder will enter into contract at the prices bid and will furnish the required corporate surety bond. Any bidder may, in lieu of the certified check provided for herein, file with such bid a bid bond executed by a corporation authorized to contract as surety in Iowa and satisfactory to the City on the form included in the specifications. The certified check may be cashed and the proceeds retained by the City, or the bid bond forfeited to the City, as agreed liquidated damages if the bidder fails to execute a contract or file an acceptable bond for faithful performance thereof within ten (10) days after acceptance of his proposal by resolution of the City Council. Said security shall be returned to the bidder upon execution of the formal contract to complete said work and approval of performance bond by the Council.

The successful bidder shall furnish the City a surety bond, acceptable to said City, for one hundred percent of the bid guaranteeing his faithful performance of the contract. All bonds called for in this notice shall contain no other conditions except as provided in Chapter 384.97(5) of the Iowa Code.

The Contractor will be paid in cash from the General Fund of said City or from the proceeds of the issuance of such bonds as may be legally issued for such purposes or from any combination of the above methods as may be used for such payments. Said payment to the Contractor will be made by the City in monthly estimates and one final payment. Monthly estimates will be equivalent to ninety-five percent (95%) of the contract value of the work completed during the preceding calendar month, and will be based upon an estimate prepared by the Contractor and submitted at least 15 days before a regularly scheduled City Council meeting, subject to the approval of the City Engineer, who will certify to the City for payment of each approved estimate. Final payment will be made on or before thirty (30) days after completion and acceptance by resolution of the City Council of the completed contract. No such partial or final payment will be due until the Contractor has certified to the City Clerk that materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications. Such partial payment shall in no way be construed as an act of acceptance for any part of the work partially or totally completed.

Preference will be given to products and provisions grown and coal produced within the State of Iowa, by virtue of statutory authority, and to Iowa domestic labor in constructing said improvements.

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

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

A deposit of $25 per paper set of Bidding Requirements and Contract Documents will be charged, all of which will be refunded if the paper documents are returned in reusable condition within 14 days of the Award of Contract. If all paper documents are not returned in reusable condition and within 14 days, the deposit will be forfeited.

Title VI Assurances. The City of Marshalltown in accordance with Title VI of the Civil Rights Act of 1964, Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for award.

The City Council reserves the right to reject any and all bids and to waive technicalities and irregularities and all bids must remain effective for a period of 30 days of opening same.

This Notice to Bidders is hereby published by authority of resolution duly adopted by the Council of the City of Marshalltown on the ____day of _______, _______.

CITY OF MARSHALLTOWN, IOWA

By ____

Shari L. Coughenour, CMC, City Clerk

TLDW

RESOLUTION APPROVING CONTRACT CHANGE ORDER #1
FOR THE 2014 SIDEWALK REPAIR
PROJECT NUMBER 76014009
AN INCREASE OF $ 9,064.13

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Day Construction Services of Marshalltown, IA, for the labor and material for the 2014 Sidewalk Repair Project 76014009; and

WHEREAS An increase is requested for adjust for final quantities to successfully complete the project for the 2014 Sidewalk Repair Project in the amount of $9,064.13.

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

Section1. That the contract Change Order #1 for the 2014 Sidewalk Repair Project 76014009, in the increased amount of $9,064.13 is hereby accepted and approved.

Passed this 22nd day of June, 2015 and signed this _____ day of __________ 2015.

CITY OF MARSHALLTOWN, IOWA

____
James L. Lowrance, Mayor

ATTEST:

____
Shari L. Coughenour, CMC, City Clerk

the City of Marshalltown

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

DEPARTMENT OF PUBLIC WORKS

June 2, 2015

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

From: Justin Nickel
Director of Public Works

Re: Prj # 76014009 – Change Order #1 and Statement of Completion – Day Construction Services, LLC for construction services for the 2014 Sidewalk Repair Project in the City of Marshalltown.

Policy Issue: City policy requires Governing Body approval of all Change Orders and Certificates of Completion.

Recommendation: Staff recommends approving Change Order #1 and the Statement of Completion with Day Construction Services, LLC for construction services for the 2014 Sidewalk Repair Project in the City of Marshalltown.

Background: Work was completed to satisfaction with the contract. This Change Order #1 and the Statement of Completion are being recommended for approval.

Budget Impact: The Road Use Tax has sufficient funds included in RUT 206740 for the improvements of this project.

Attachment: Change Order #1 and Statement of Completion

cc: Randy Wetmore, City Administrator

CHANGE ORDER

OWNER: CITY OF MARSHALLTOWN, IOWA
DEPARTMENT OF PUBLIC WORKS

CONTRACTOR: Day Construction Services, LLC
1721 Taylor Ave.
Marshalltown, IA 50158

PROJECT: 2014 Sidewalk Repair Project

SUBJECT: CHANGE ORDER #1

PROJECT NUMBER 76014009

DATE: June 1, 2015

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

A) DESCRIPTION OF CHANGES:

CONTRACT ITEMS:
7001 CONTRACT ITEM 1: Increase Concrete Sidewalk Removals by 187.1 SF
7002 CONTRACT ITEM 2: Increase Sidewalk, 4" PCC by 627.1 SF
7003 CONTRACT ITEM 3: Increase Sidewalk, 6" PCC by 61.3 SF
7004 CONTRACT ITEM 4: Increase Curb and Gutter, 30" PCC, by 7.2 LF
7005 CONTRACT ITEM 5: Increase 8" PCC Street Patch by 14.0 SY

NON-CONTRACT EXRTA WORK ITEMS:
8001 ITEM 1: Close in wall and fill in old coal room under sidewalk.

B) REASON FOR ORDERING CHANGES:

CONTRACT ITEMS:
7001 CONTRACT ITEM 1: Final measured quantity required to complete the project.
7002 CONTRACT ITEM 2: Final measured quantity required to complete the project.
7003 CONTRACT ITEM 3: Final measured quantity required to complete the project.
7004 CONTRACT ITEM 4: Final measured quantity required to complete the project.
7005 CONTRACT ITEM 5: Final measured quantity required to complete the project.

NON-CONTRACT EXRTA WORK ITEMS:
8001 ITEM 1: The sidewalk covering the coal room was deteriorated and needed replacing.

Original Contract Price:	$ 32,105.00
Final Quantity Net Value:	$ 6,114.13
Extra Work Order #1:	$ 2,950.00
New Contract Price:	**$ 41,169.13**

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

CONTRACTOR: Day Construction Services, LLC
BY: R R
DATE: 6/1/15

CITY ENGR: Justin Nickel
DATE: 6/4/15
PROJECT ENGR: [signature]
DATE: 6/01/15

CITY OF MARSHALLTOWN
PROJECT NO. 76014009
2014 Sidewalk Repair Project

CHANGE ORDER #1

DATE OF THIS ORDER: 6/1/2015

CONTRACTOR: **DAY CONSTRUCTION SERVICES, LLC**

ORIGINAL CONTRACT AMOUNT: $32,105.00

ITEM NO.	ITEM	QUANTITY	UNIT	CONTRACT PRICE	COMPLETE TO DATE	DOLLAR AMOUNT
1	Concrete Sidewalk Removals	2,600	SF	$1.50	2,787.0	$4,180.50
2	4" PCC Sidewalk, Class C	2,160.0	SF	$5.50	2,787.0	$15,328.50
3	6" PCC Sidewalk, Class C	440.0	SF	$6.25	501.3	$3,133.13
4	30" Curb & Gutter	295.0	LF	$35.00	302.2	$10,577.00
5	8 PCC Street Patch, M4	10.0	SY	$125.00	24.0	$3,000.00
6	Adjust Intake Grate	1.0	EACH	$250.00	1.0	$250.00
7	Mobilization	1.0	LS	$1,000.00	1.0	$1,000.00
8	Traffic Control	1.0	LS	$750.00	1.0	$750.00
					Total Items 1-8	$38,219.13

Amount Completed to Date	$38,219.13
Extra Work Order	$ 2,950.00
NEW CONTRACT AMOUNT	$41,169.13

APPROVED BY
CONTRACTOR

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

RAW

RESOLUTION APPROVING CERTIFICATE OF COMPLETION
AND FINAL PROJECT COSTS WITH DAY CONSTRUCTION SERVICES, LLC.
IN THE AMOUNT OF $41,169.13 FOR CONSTRUCTION OF THE
2014 SIDEWALK REPAIR PROJECT IN THE CITY OF
MARSHALLTOWN, IOWA,
BEING PROJECT NO. 76014009

WHEREAS, the City of Marshalltown, Iowa has heretofore entered into a contract for labor and material for the 2014 Sidewalk Repair Project.

WHEREAS, said project has been completed by Day Construction Services LLC., of Marshalltown, Iowa, pursuant to the plans and specifications covering said project.

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

That the labor and material for the 2014 Sidewalk Repair Project, being project number 76014009, is hereby accepted pursuant to the Engineer's Statement of Completion for the final project cost of $41,169.13.

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

Passed this 22nd day of June, 2015 and signed this _____day of June, 2015.

CITY OF MARSHALLTOWN, IOWA

____

James L. Lowrance, Mayor

ATTEST:

____

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN, IOWA

CERTIFICATE OF COMPLETION AND
FINAL ACCEPTANCE WORK

CONTRACTOR: Day Construction Services, LLC PROJECT NO.: 76014009

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

SURETY: AMCO Insurance Company, Independent Insurance Co.

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

KIND OF WORK: Sidewalk Repair

CONTRACT COMPLETION DATE: May 7, 2015

This is to certify that the work covered by the contract with Day Construction Services, LLC On the above project, let October 3, 2014 and dated October 7 , 2014 with an original contract amount of $32,105.00 consisting of 2014 Sidewalk Repair Project and located in the City of Marshalltown was completed on the 7th day of May, 2015 and that the materials listed on the attached final estimate were delivered and placed by the Contractor.

Final Contract Amount: $41,169.13 Liquidated Damages: None

Retainage less the liquidated damages: $2,058.46

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

Signed: Justin Nickel Iowa Reg. No. 18950 Date: 6/4/15

Justin E. Nickel, PE, City Engineer

APPROVED AND WORK ACCEPTED BY THE CITY OF MARSHALLTOWN, IOWA

By: ______________________________

James L. Lowrance, Mayor

Attest: ______________________________

Shari L. Coughenour, CMC, City Clerk

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Marshalltown, Iowa (the "City") and Theisen's Inc. (the "Developer") as of the 8th day of June, 2015.

WHEREAS, the City has established the Marshalltown Urban Renewal Area No. 3 (the "Urban Renewal Area"), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Developer owns certain real property in the Urban Renewal Area upon which it will construct an expansion of a commercial facility (the "Project") which property is described as follows:

15-83-18 Parcel C/A lying in NE NE & in SE SE 10-83-18 Except Highway and Except Parcel 1
Marshall County Property Tax Parcel Number: 11-15-226-011

(the "Property"); and

WHEREAS, the Developer has requested tax increment financing assistance in recognition of the costs of the Project; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Developer's Covenants

1. The Developer agrees to construct and maintain the Project throughout the term of this Agreement.

2. The Developer agrees to create, by the date on which the first Payment is scheduled to be made under this Agreement, and to retain throughout the term of this Agreement, at least (**number to be determined**) new full-time equivalent jobs at the Project.

3. The Developer agrees to make timely payment of all property taxes as they come due throughout the term of this Agreement and to submit a receipt or cancelled check to the City Clerk in evidence of each such payment.

B. City's Obligations

1. In recognition of the Developer's obligations set out above, and subject to the Developer remaining in compliance with those obligations, the City agrees to make economic development tax increment payments (the "Payments") to the Developer in each fiscal year during the term of this Agreement, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments shall not exceed $140,000.

The Payments will be made on June 1 and December 1 of each fiscal year, beginning on the first December 1 for which incremental property tax revenues with respect to an increase in the taxable valuation of the Property over the valuation shown on the Marshall County tax rolls as of January 1, 2015 (the "Incremental Property Tax Revenues"), and continuing for a total of six fiscal years, or until such earlier time at which Payments equal to $140,000 have been made. For example, if the increase in incremental valuation added by the Project is shown on the Marshall County tax rolls as of January 1, 2016, the first Payment will be made on December 1, 2017.

Each Payment shall be in an amount which is equal to 50% of the Incremental Property Tax Revenues received by the City with respect to the incremental valuation added by the Project during the six months immediately preceding each Payment date.

Incremental Property Tax Revenues are produced by multiplying the consolidated property tax levy (city, county, school, township, area college) times the incremental valuation added to the Property by the Project, then subtracting (1) debt service levies of all taxing jurisdictions, (2) the school district physical plant and equipment levy, (3) the school district instructional support levy and (4) any other levies which are or may be exempted from such calculation by action of the Iowa General Assembly.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from incremental property taxes received by the City from the Marshall County Treasurer which are attributable to the incremental valuation added to the Property by the Project.

The City agrees to make the required certification to the Marshall County Auditor with respect to the qualification of the Payments in the amount of $140,000 as debt payable from incremental property tax revenues under this Agreement.

C. Administrative Provisions

1. This Agreement may not be amended or assigned by either party without the express permission of the other party. However, the City hereby gives its permission that the Developer's rights to receive the economic development tax increment payments hereunder may be assigned by the Developer to a lender, as security, without further action on the part of the City.

2. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Developer have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF MARSHALLTOWN, IOWA

By: ________________________
Mayor

Attest:

____
City Clerk

THEISEN'S INC.

By:___________________________

Name:_________________________

Title:__________________________