

1. Agenda

Documents:

[AGENDA.PDF](#)

2. Supporting Meeting Documents

Documents:

[BILL LIST.PDF](#)
[MARCH FINANCIALS.PDF](#)
[MINUTES.PDF](#)
[PACKET.PDF](#)



COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET
May 11, 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:

Paul Heitman named Police Officer of the Year
Firefighters receive Annual Stair Climbing Award

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 April 27, 2015.
2. Approve Bill List in the amount of \$ 958,391.26
3. Approve February Financials
4. Motion to approve Kibbey Building Façade and Code Upgrade Grant application.
5. Resolution 2015-062 Agreeing to Receive Donation of "ECHO", Artwork from Marshall County Arts & Cultural Alliance Operating as M-PAC, located in 13th Street business area.
6. Resolution 2015-063 Authorizing Acceptance of Fire Grant SCBA replacement, FEMA, \$160,450
7. Resolution Authorizing Hiring of Police Reserve officers Mayer and Puls.
8. Resolution 2015-064 Accepting Bids and Authorize Award of Contract for the 2015 Columbus Dr & Crestview Project 76015002, with Con-Struct, Inc, in the amount of \$231,662.50.
9. Resolution 2015-065 Ordering Construction of the 2015 Mill & Overlay Project 76015004.
10. Resolution 2015-066 Approving Contract and Bond for the 2014 Sanitary Sewer Rehabilitation Project 59014007, with Hydro-Klean, LLC, in the amount of \$1,860,917.80.
11. Resolution 2015-067 Approving Agreement Amendment No 1 with Fox Engineering, regarding the Performance Edge project 52012012, in the amount of \$20,000
12. Resolution 2015-068 Approving Agreement Amendment No 1 with Fox Engineering, regarding the UltraViolet Disinfection project 52011024, in the amount of \$15,000.
13. Cigarette License – New location, existing licensee: Ariel LLC, 907 Iowa Ave E.
14. Approve Liquor Licenses: (Pending fire inspection passage)

RENEWALS: Elmwood Country Club, The Spot, Tremont on Main, Center Street Station, Walgreens, The Perfect Setting, Zeno's.

(end of consent agenda items)

REPORTS:

15. Kim Elder, Emergency Management, Marshall County emergency notification system

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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.



16. Angled parking in the downtown, report of cost.

RESOLUTIONS:

PUBLIC HEARING

17. Resolution 2015-069 Approving Budget Amendment for Fiscal Year ending June 30, 2015.

PUBLIC HEARING

18. Resolution 2015-070 Approving Plans and Specifications, form of Contract and Cost for the 2015 Microsurfacing Project 76015003

PUBLIC HEARING

19. Resolution 2015-071 Approving Plans and Specifications, form of Contract and Cost for the 2015 Oil Mix Streets Overlay Project 76015005.
20. Resolution 2015-072 Approving Contract and Bond for the Airport Hangar Floor Replacement Project 77013010, with Gruss Construction, LLC, in the amount of \$77,468.50.

ORDINANCES:

21. Motion to table third reading of Ordinance 14940 until May 26 at noon, and reschedule public hearing for noon on May 26, 2015.

PUBLIC HEARING

22. Third reading 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.

PUBLIC HEARING

23. Third reading of Ordinance #14941 Approving changes to the Marshalltown Zoning Ordinance of 2010, Regarding Chapter 4, Districts and General Regulations, regarding fence height for commercial property east of 18th Avenue.

DISCUSSION: Next agenda in process

1. Theisen's Home Farm Auto request for Tax Increment Financing Rebate, public hearing on Development Agreement and Amendment to Urban Renewal Plan for Area No 3 scheduled for June 8.
2. Fisher Controls International, LLC, request to vacate and acquire public property.
3. DT Retail Properties, LLC, request to vacate and acquire public property.
4. Renewal of the Cable TV 28E Agreement, for five years.
5. Renewal of the Convention & Visitor's Bureau agreement for one year.
6. Hookah bar / tobacco permit and carry in bottle establishment
7. Remove two overhead street lights on North 13th Street
8. Award Contract 2015 Columbus Dr & Crestview Dr Project 76015002
9. Accept Bid 2015 Microsurfacing Project 76015003, bid opening May 14, 2015
10. Accept bid 2015 Oil Mix Streets Overlay Project 76015005 Bid date May 19, 2015
11. Plans and Specs 2015 Mill & Overlay Project 76015004
12. Order Construction 2015 Concrete Repair Project 76015006
13. Menards RISE Grant Agreement
14. Plans & Specs WPCP Concrete Repair Phase II Project 52013017
15. Amendment 1 Engineering Services Agreement-FOX Engineering, 2014 Sanitary Sewer Rehab 59014007 in the amount of \$202,840.00
16. March Financials

PUBLIC COMMENTS:

ADJOURNMENT:

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COUNCIL DATE: May 11, 2015

VISA	\$0.00
ACH'S	\$276,110.72
CHECKS	\$148,799.29
PAYROLL #7	\$533,481.25
VOIDS	\$0.00
\$958,391.26	TOTAL FOR COUNCIL

150310.5340.100	3M	MAINT AGREEMENT	4,700.00
276210.5410.000	A.E.C ELECTRIC	307 N 4TH AVE-HOUSING DEPT	5,995.00
520590.5410.000	A-1 PEST CONTROL	SPRING SERVICE	36.00
510531.5410.000	A-1 PEST CONTROL	SPRING SERVICE	24.00
278690.5240.510	ABC RENTALS	RENT ASSISTANCE	259.00
101000.4520.000	ACCESS ASSAULT CARE CENTER	OVERPAID PARKING TICKET	10.00
101000.4520.000	ADAM MEYER	OVERPAID PARKING TICKET	15.00
101310.5600.000	ADLAND ENGRAVING CO INC	DIANE NAMETAGS	9.50
520520.5410.000	ADVANCED GARAGE DOORS, INC	SHOP DOOR HINGE	85.00
101860.5231.820	AHLERS & COONEY,PC	3/17-4/19 LEGAL FEES	4,499.80
101110.5450.000	ALLIANCE CONNECT	APRIL PHONE	477.96
290113.5450.000	ALLIANCE CONNECT	APRIL PHONE	241.45
101420.5450.000	ALLIANCE CONNECT	APRIL PHONE	197.76
101890.5450.000	ALLIANCE CONNECT	APRIL PHONE	165.63
101140.5450.000	ALLIANCE CONNECT	APRIL PHONE	136.78
101310.5450.000	ALLIANCE CONNECT	APRIL PHONE	136.78
520520.5450.000	ALLIANCE CONNECT	APRIL PHONE	110.83
278690.5450.000	ALLIANCE CONNECT	APRIL PHONE	103.01
206710.5450.000	ALLIANCE CONNECT	APRIL PHONE	101.35
101840.5450.000	ALLIANCE CONNECT	APRIL PHONE	69.22
101850.5450.000	ALLIANCE CONNECT	APRIL PHONE	69.22
550780.5450.000	ALLIANCE CONNECT	APRIL PHONE	65.92
101440.5450.000	ALLIANCE CONNECT	APRIL PHONE	64.26
101560.5450.000	ALLIANCE CONNECT	APRIL PHONE	35.43
101561.5450.000	ALLIANCE CONNECT	APRIL PHONE	35.43
101770.5450.000	ALLIANCE CONNECT	APRIL PHONE	35.43
101830.5450.000	ALLIANCE CONNECT	APRIL PHONE	35.43
101831.5450.000	ALLIANCE CONNECT	APRIL PHONE	35.43
206760.5450.000	ALLIANCE CONNECT	APRIL PHONE	35.43
283210.5450.000	ALLIANCE CONNECT	APRIL PHONE	35.43
283210.5450.000	ALLIANCE CONNECT	APRIL PHONE	35.43
101581.5450.000	ALLIANCE CONNECT	APRIL PHONE	33.79
101820.5450.000	ALLIANCE CONNECT	APRIL PHONE	33.79
101870.5450.000	ALLIANCE CONNECT	APRIL PHONE	33.79
152451.5450.000	ALLIANCE CONNECT	APRIL PHONE	33.79

206120.5450.000	ALLIANCE CONNECT	APRIL PHONE	33.79
276210.5450.000	ALLIANCE CONNECT	APRIL PHONE	33.79
290113.5450.000	ALLIANCE CONNECT	APRIL PHONE	33.79
101480.5450.000	ALLIANCE CONNECT	APRIL PHONE	32.13
101891.5450.000	ALLIANCE CONNECT	APRIL PHONE	32.13
233410.5450.000	ALLIANCE CONNECT	APRIL PHONE	32.13
510531.5450.000	ALLIANCE CONNECT	APRIL PHONE	22.25
520590.5450.000	ALLIANCE CONNECT	APRIL PHONE	14.84
101890.5450.000	ALLIANCE CONNECT	APRIL PHONE	4.92
101310.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	2,361.00
101310.5480.020	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	969.98
101770.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	321.33
520590.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	239.23
101440.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	92.23
233410.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	86.55
276210.5480.020	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	84.54
520590.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	74.62
276210.5480.020	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	43.11
101410.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	41.40
101410.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	28.26
101410.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	26.50
276210.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	25.50
101410.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	23.35
276210.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	23.00
101410.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	22.30
101410.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	21.03
101410.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	20.26
101410.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	17.39
101440.5480.020	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	16.23
101410.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	15.80
101410.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	11.72
281690.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	8.98
281690.5480.020	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	8.49
278690.5240.510	AMES RENTAL PROPERTIES COOP	RENT ASSISTANCE	373.00
278690.5240.510	AMES RENTAL PROPERTIES COOP	RENT ASSISTANCE	95.00
101000.4520.000	ANDREW BRANAN	OVERPAID PARKING TICKET	25.00
278690.5240.510	ANDY CHOATE	RENT ASSISTANCE	393.00
101000.4520.000	ANGELICA CERVANTES-ALVARADO	OVERPAID PARKING TICKET	25.00
101000.4492.850	ANGELICA CERVANTES-ALVARADO	OVERPAID PARKING TICKET	15.00
101240.5331.500	ANIMAL RESCUE LEAGUE	MONTHLY PAYMENT	3,620.42
999.1191.010	ANIMAL RESCUE LEAGUE	OFFSET-CITY LIMITS ANIMALS	431.00
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
206710.5570.000	ARNOLD MOTOR SUPPLY	CALIPERS	367.72

206710.5600.000	ARNOLD MOTOR SUPPLY	SHOP SUPPLIES	346.93
206710.5600.000	ARNOLD MOTOR SUPPLY	1/2" KEVLAR	249.90
550780.5570.000	ARNOLD MOTOR SUPPLY	2 SHOE KITS	236.18
520520.5570.000	ARNOLD MOTOR SUPPLY	TRUCK FUEL	186.21
101770.5570.000	ARNOLD MOTOR SUPPLY	ANTIFREEZE	123.36
101110.5570.000	ARNOLD MOTOR SUPPLY	#525 BRAKES	116.22
206710.5570.000	ARNOLD MOTOR SUPPLY	PARTS&LABOR	84.21
206710.5600.000	ARNOLD MOTOR SUPPLY	SHOP SUPPLIES	64.67
550780.5570.000	ARNOLD MOTOR SUPPLY	MINIATURE LAMP	60.67
206710.5570.000	ARNOLD MOTOR SUPPLY	SHOP PARTS	59.62
101410.5570.000	ARNOLD MOTOR SUPPLY	#730 OIL SEAL	53.70
101410.5562.000	ARNOLD MOTOR SUPPLY	#s 714&836 PARTS	51.96
206710.5570.000	ARNOLD MOTOR SUPPLY	STARTER SOLENOID	39.05
206710.5600.000	ARNOLD MOTOR SUPPLY	BRAKE CLEAN	35.16
206120.5570.000	ARNOLD MOTOR SUPPLY	TRUCK PARTS	34.03
206710.5600.000	ARNOLD MOTOR SUPPLY	SHOP SUPPLIES	33.29
550780.5570.000	ARNOLD MOTOR SUPPLY	TRUCK PART	31.88
206710.5570.000	ARNOLD MOTOR SUPPLY	SHOP PARTS	30.31
206710.5570.000	ARNOLD MOTOR SUPPLY	SHOP PARTS	26.68
101110.5570.000	ARNOLD MOTOR SUPPLY	VALVE CORE	23.82
101410.5570.000	ARNOLD MOTOR SUPPLY	OIL BATH SEALANT	23.56
550780.5570.000	ARNOLD MOTOR SUPPLY	XL GLOVES	18.23
206710.5570.000	ARNOLD MOTOR SUPPLY	P/M LIFT SUPPLIES	17.45
206120.5570.000	ARNOLD MOTOR SUPPLY	IDLER PULLEY	16.48
206710.5570.000	ARNOLD MOTOR SUPPLY	SHOP PARTS	15.84
206710.5570.000	ARNOLD MOTOR SUPPLY	PART	9.79
101110.5570.000	ARNOLD MOTOR SUPPLY	#505 GASKET	8.47
206710.5570.000	ARNOLD MOTOR SUPPLY	V-BELT	7.52
101110.5570.000	ARNOLD MOTOR SUPPLY	PART	6.44
550780.5570.000	ARNOLD MOTOR SUPPLY	DRAIN/OIL PLUG	5.24
101410.5570.000	ARNOLD MOTOR SUPPLY	RETURN 1 OIL SEALANT	(6.59)
206710.5570.000	ARNOLD MOTOR SUPPLY	SHOP PARTS	(17.84)
206710.5570.000	ARNOLD MOTOR SUPPLY	CALIPER RETURN	(26.63)
206710.5570.000	ARNOLD MOTOR SUPPLY	BATTERY CORE	(66.15)
206710.5570.000	ARNOLD MOTOR SUPPLY	CALIPER DEPOSITS	(171.66)
276210.5410.000	B. AND G. CONSTRUCTION	1012 E MAIN-HOUSING	2,800.00
101310.5732.300	BAKER & TAYLOR ENTERTAINMENT	DVDs	163.46
101310.5732.320	BAKER & TAYLOR ENTERTAINMENT	DVDs/MEMORIAL	21.86
101310.5732.300	BAKER & TAYLOR ENTERTAINMENT	DVDs/MEMORIAL	20.36
101310.5732.300	BAKER & TAYLOR ENTERTAINMENT	DVDs	10.88
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS/LOST/MEMORIAL	285.09
101310.5732.250	BAKER & TAYLOR INCORP	ENCYCLOPEDIA	249.95
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	233.54
101310.5732.320	BAKER & TAYLOR INCORP	LOST BOOKS	120.38
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	99.85
101310.5732.250	BAKER & TAYLOR INCORP	REFERENCE BOOKS	68.97
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	61.53
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	60.43

101310.5732.320	BAKER & TAYLOR INCORP	BOOKS/LOST/MEMORIAL	57.63
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	46.47
101310.5732.320	BAKER & TAYLOR INCORP	MEMORIAL BOOKS	32.46
101310.5732.250	BAKER & TAYLOR INCORP	REFERENCE BOOKS	30.50
101310.5732.250	BAKER & TAYLOR INCORP	REFERENCE BOOKS	27.97
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	24.16
101310.5732.250	BAKER & TAYLOR INCORP	REFERENCE BOKS	23.80
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	19.04
101310.5732.320	BAKER & TAYLOR INCORP	KERRIGAN MEMORIAL	15.11
101310.5732.320	BAKER & TAYLOR INCORP	KERRIGAN MEMORIAL	14.99
101310.5732.320	BAKER & TAYLOR INCORP	LOST BOOK RETURNED	14.97
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	12.87
101310.5732.320	BAKER & TAYLOR INCORP	KERRIGAN MEMORIAL	10.77
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	10.19
101310.5732.320	BAKER & TAYLOR INCORP	MEMORIAL BOOKS	9.57
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	4.79
278690.5240.510	BARBARA BROWN	RENT ASSISTANCE	43.00
101310.5340.070	BDH INFORMATION TECHNOLOGY INC	INTERNET TECH	106.25
101891.5340.100	BDH INFORMATION TECHNOLOGY INC	CONFIGURE FIRE SWITCH	85.00
101310.5340.070	BDH INFORMATION TECHNOLOGY INC	INTERNET TECH	63.75
247410.5331.500	BECKY D KANE	FACE PAINTING	175.00
681110.5339.000	BERNIE LOWE & ASSOCIATES, INC	411 MEDICAL CLAIMS	4,278.56
681110.5230.000	BERNIE LOWE & ASSOCIATES, INC	411 MEDICAL CLAIMS	145.86
278690.5240.510	BETTY BROWN	RENT ASSIST	284.00
801110.5114.000	BETTY GOODING	PENSION PAY	711.07
278690.5240.510	BILLY ARMSTRONG	RENT ASSIST	182.00
278690.5240.570	BLANCA ARACELI CHAVEZ-CASTANEDA	UTILITY REIMBURSEMENT	7.00
242310.5340.050	BLANK PARK ZOO	EDUCATION PROGRAM	424.80
278690.5240.510	BLUFFWOOD PARTNERS LLC	RENT ASSISTANCE	224.00
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	229.00
278690.5240.510	BRANT LUENSE	RENT ASSISTANCE	419.00
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
520520.5600.000	BRENNTAG GREAT LAKES LLC INC	LIME & FEES	1,368.80
101310.5732.300	BRODART INC	JUVENILE BOOKS	188.82
101310.5732.300	BRODART INC	JUVENILE BOOKS	178.67
101310.5732.300	BRODART INC	JUVENILE BOOKS	175.10
101310.5732.300	BRODART INC	JUVENILE BOOKS	170.77
101310.5732.300	BRODART INC	JUVENILE BOOKS	137.48
101310.5732.300	BRODART INC	GRAPHIC BOOKS	82.28

101310.5732.320	BRODART INC	LOST BOOKS	61.13
101310.5732.300	BRODART INC	JUVENILE BOOKS	46.70
101310.5732.300	BRODART INC	JUVENILE BOOKS	39.68
101310.5732.300	BRODART INC	JUVENILE BOOKS	22.60
101310.5732.300	BRODART INC	JUVENILE BOOKS	12.81
101310.5732.300	BRODART INC	JUVENILE BOOKS	9.34
101310.5732.300	BRODART INC	JUVENILE BOOKS	9.34
101310.5732.300	BRODART INC	JUVENILE BOOKS	4.67
278690.5240.510	BRYNGELSON CORP	RENT ASSISTANCE	421.00
278690.5240.510	BRYNGELSON CORP	RENT ASSISTANCE	279.00
278690.5240.510	BRYNGELSON CORP	RENT ASSISTANCE	249.00
290113.5460.000	CAITLIN NEMECHEK	CONFERENCE LUNCHES	15.98
101000.4520.000	CALOB CLIMER	OVERPAID PARKING TICKET	15.00
101110.5132.000	CARPENTER UNIFORM COMPANY	COURT UNIFORM	128.64
278690.5240.510	CARROLL REYNOLDS JR	RENT ASSISTANCE	246.00
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPED BOOKS	229.25
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPED BOOKS	216.65
101310.5732.320	CENGAGE LEARNING INC	LOST/MEMORIAL BOOKS	164.74
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPED BOOKS	79.46
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPED BOOKS	79.17
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPED BOOKS	61.56
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPED BOOKS	59.37
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPED BOOKS	19.79
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPED BOOKS	19.46
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPED BOOKS	17.04
101310.5732.320	CENGAGE LEARNING INC	LOST/MEMORIAL BOOKS	15.40
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
101310.5600.000	CENTRAL IOWA DISTRIBUTING INC	TOILETRY SUPPLIES	381.30
101880.5600.080	CENTRAL IOWA DISTRIBUTING INC	TOILETRY SUPPLIES	113.80
101881.5600.080	CENTRAL IOWA DISTRIBUTING INC	TOILETRY SUPPLIES	113.80
206710.5600.000	CENTRAL IOWA MACHINE SHOP INC	SHOP SUPPLIES	61.92
101770.5480.000	CENTRAL IOWA WATER ASSOCIATION	AIRPORT WATER	144.56
101110.5600.000	CENTRAL OFFICE SUPPLY	PAPER, SUPPLIES	114.38
550780.5370.000	CENTRAL OFFICE SUPPLY	PAPER	27.95
206760.5600.000	CENTRAL OFFICE SUPPLY	HIGHLIGHTERS	6.47
101480.5450.000	CENTURYLINK	4/13-5/12 PHONE	54.95
101110.5450.000	CENTURYLINK	3/20-4/19 PHONE	38.46
290113.5450.000	CENTURYLINK	3/20-4/19 PHONE	30.96
101831.5450.000	CENTURYLINK	3/20-4/19 PHONE	11.86
101420.5450.000	CENTURYLINK	3/20-4/19 PHONE	11.70
101310.5450.000	CENTURYLINK	3/20-4/19 PHONE	11.43
101140.5450.000	CENTURYLINK	3/20-4/19 PHONE	7.81

278690.5450.000	CENTURYLINK	3/20-4/19 PHONE	5.88
520520.5450.000	CENTURYLINK	3/20-4/19 PHONE	5.40
276210.5450.000	CENTURYLINK	3/20-4/19 PHONE	4.56
206710.5450.000	CENTURYLINK	3/20-4/19 PHONE	4.07
101820.5450.000	CENTURYLINK	3/20-4/19 PHONE	3.94
101850.5450.000	CENTURYLINK	3/20-4/19 PHONE	3.42
101890.5450.000	CENTURYLINK	3/20-4/19 PHONE	3.25
206760.5450.000	CENTURYLINK	3/20-4/19 PHONE	2.97
550780.5450.000	CENTURYLINK	3/20-4/19 PHONE	1.58
101870.5450.000	CENTURYLINK	3/20-4/19 PHONE	1.47
101840.5450.000	CENTURYLINK	3/20-4/19 PHONE	1.13
101480.5450.000	CENTURYLINK	3/20-4/19 PHONE	0.87
101790.5450.000	CENTURYLINK	3/20-4/19 PHONE	0.65
520590.5450.000	CENTURYLINK	3/20-4/19 PHONE	0.48
101891.5450.000	CENTURYLINK	3/20-4/19 PHONE	0.32
510531.5450.000	CENTURYLINK	3/20-4/19 PHONE	0.32
101560.5450.000	CENTURYLINK	3/20-4/19 PHONE	0.04
101000.4520.000	CESAR ALCARAZ NAVARRO	OVERPAID PARKING TICKET	25.00
101110.5460.000	CHAD A HILLERS	CONFERENCE LUNCHES	23.42
101410.5570.000	CHAD R WEIR	WIPER BLADES	14.91
278690.5240.570	CHELSEY A ADAMS	UTILITY REIMBURSEMENT	25.00
460770.5230.030	CLAPSADDLE GARBER ASSOC INC	AIRPORT HANGER FLOOR	490.00
101110.5340.010	CLEANING BY STEPHANIE	APRIL JANITORIAL	1,000.00
276210.5320.000	CLEANING BY STEPHANIE	LAUNDRY/CLEANING	271.15
101110.5570.000	CLEMONS INC	#517 FLOOR	59.50
278690.5240.510	CMHC INVESTMENTS	RENT ASSISTANCE	79.00
510531.5600.000	CONCRETE INC	1st ST&W INGELDUE	201.07
510531.5600.000	CONCRETE INC	1st AVE & BOWEN ST	169.83
510531.5600.000	CONCRETE INC	7th AVE & SOUTH STREET	141.53
510531.5600.000	CONCRETE INC	1st ST & W INGELDUE	113.22
278690.5240.510	CONNIE WARREN	RENT ASSISTANCE	227.00
101000.4520.000	CORY BRADA	OVERPAID PARKING TICKET	25.00
101545.5460.000	CRAIG SCHWARTZ	McTV CONFERENCE	126.29
520520.5810.000	CRBT - CEDAR RAPIDS BANK & TRUST	PREFORMANCE EDGE LOAN	8,017.79
520520.5820.000	CRBT - CEDAR RAPIDS BANK & TRUST	PREFORMANCE EDGE INTEREST	689.78
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	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
278690.5240.570	CRUZ RODRIGUEZ	UTILITY REIMBURSEMENT	39.00
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	328.00
278690.5240.510	D & D RENTALS INC	RENT ASSISTANCE	257.00
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
101140.5600.000	DANKO EMERGENCY EQUIPMENT CO.	CLASS A FOAM/ADAPTER	383.00
101110.5600.000	DASH MEDICAL	1 CASE GLOVES	41.90
278690.5240.510	DAVID M PYLE	RENT ASSISTANCE	121.00
278690.5240.510	DAVID TOULOUSE	RENT ASSISTANCE	484.00
101000.4520.000	DEAN HAZEN	OVERPAID PARKING TICKET	40.00
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	74.00
278690.5240.570	DEJA HASSELMAN	UTILITY REIMBURSEMENT	68.00
101310.5600.000	DEMCO INCORP	DVD CASES	462.11
101310.5600.000	DEMCO INCORP	FOLDING EASEL	144.80
520520.5410.000	DES MOINES STEEL FENCE	FENCE REPAIR-WPCP	1,716.00
101440.5600.080	DIAMOND VOGEL PAINTS	PAINT	335.78
247410.5600.080	DIAMOND VOGEL PAINTS	COMM BLDG SIDING	260.52
278690.5240.510	DONNA STROHM	RENT ASSIST	135.00
206710.5340.010	ELECTRONIC ENGINEERING CO INC	5/1-5/31 GPS	1,038.70
520590.5340.010	ELECTRONIC ENGINEERING CO INC	5/1-5/31 GPS	95.88
510531.5340.010	ELECTRONIC ENGINEERING CO INC	5/1-5/31 GPS	63.92
276210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L.C	209 N CENTER	94.25
276210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L.C	7 S 6TH AVE	94.25
276210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L.C	209 N CENTER	94.25
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	SHOP SUPPLIES	37.96
206710.5600.000	FASTENAL COMPANY	SHOP SUPPLIES	28.00
206710.5600.000	FASTENAL COMPANY	SHOP SUPPLIES	23.19
206710.5600.000	FASTENAL COMPANY	SHOP SUPPLIES	22.79
206710.5600.000	FASTENAL COMPANY	SHOP SUPPLIES	14.90

206710.5600.000	FASTENAL COMPANY	SHOP SUPPLIES	13.36
206710.5600.000	FASTENAL COMPANY	SHOP SUPPLIES	8.42
206710.5600.000	FASTENAL COMPANY	SHOP SUPPLIES	8.12
206710.5600.000	FASTENAL COMPANY	SHOP SUPPLIES	6.68
206710.5600.000	FASTENAL COMPANY	SHOP SUPPLIES	6.63
276210.5360.000	FEDEX	HOUSING MAILINGS	497.48
238410.5260.000	FEDEX GROUND INC	MCMASTER CARR PKG	66.77
276210.5410.000	FEXSTEVE LIMITED COMPANY	114 S 11TH	11,685.00
101340.5331.500	FISHER COMMUNITY CENTER	MONTHLY APPROPRIATION	6,396.63
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
101310.5732.300	FRIENDS OF ST PAUL PUBLIC LIBRARY	JUVENILE BOOKS	556.00
101140.5132.000	GALL'S INC	BOOTS- CECAK	118.90
101140.5132.000	GALL'S INC	ZIPPERED BOOTS	108.94
101110.5132.000	GALL'S INC	COMMENDATION BAR	35.60
101110.5132.000	GALL'S INC	CREDIT BALANCE	(34.31)
278690.5240.510	GARWIN TRUST % S KIENZLE	RENT ASSISTANCE	113.00
278690.5240.510	GERALD W KOSCIELSKI	RENT ASSISTANCE	250.00
278690.5240.510	GERALD W KOSCIELSKI	RENT ASSISTANCE	218.00
278690.5240.510	GERALD W KOSCIELSKI	RENT ASSISTANCE	180.00
550780.5570.000	GILLIG LLC	HEAD ASSY/HEATED MIRROR	265.45
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	484.00
278690.5240.510	GLENDA DRIVE LLC	RENT ASSISTANCE	473.00
278690.5240.510	GLENDA DRIVE LLC	RENT ASSISTANCE	325.00
278690.5240.510	GLENDA DRIVE LLC	RENT ASSISTANCE	308.00
278690.5240.510	GLENDA DRIVE LLC	RENT ASSISTANCE	47.00
278690.5240.510	GMK INC	RENT ASSISTANCE	7.00
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	218.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	203.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	188.00
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	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
278690.5240.510	GREGORY J SPECHT	RENT ASSISTANCE	393.00
101860.5231.000	GRIMES BUCK SCHOELL & BEACH	4/9-4/24 SERVICES	2,775.00
520520.5231.000	GRIMES BUCK SCHOELL & BEACH	4/9-4/24 SERVICES	75.00
528590.5231.000	GRIMES BUCK SCHOELL & BEACH	4/9-4/24 SERVICES	75.00
101310.5410.000	HARTWIG PLUMBING & HEATING INC	PLUMBING REPAIRS	159.24
520520.5600.000	HD SUPPLY WATERWORKS, LTD	HYDRANT ADAPTER	40.03
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
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	252.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSISTANCE	246.00
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	117.00
276210.5433.000	HOME RENTAL CENTER	TRAILER RENTAL- HOUSING DEPT	360.00
101140.5410.000	HOME RENTAL CENTER	CHAIN SAW RENTAL	84.50
101850.5340.010	HOWARD E NYHART	GASB 45 ACT	4,500.00
291530.5230.030	HOWARD R GREEN COMPANY, INC	INGLEDUE ST	6,986.25
278690.5240.510	HUBBARD MAPLE STREET APTS	RENT ASSISTANCE	194.00
278690.5240.510	HUBBARD MAPLE STREET APTS	RENT ASSISTANCE	192.00
278690.5240.510	HUBBARD MAPLE STREET APTS	RENT ASSISTANCE	173.00
278690.5240.510	HUBBARD MAPLE STREET APTS	RENT ASSISTANCE	157.00
278690.5240.510	HUBBARD MAPLE STREET APTS	RENT ASSISTANCE	122.00
278690.5240.510	HUBBARD MAPLE STREET APTS	RENT ASSISTANCE	35.00
101840.5340.100	IMAGETEK	6/30/15-6/30/16 SOFTWARE	630.00
101850.5340.070	IMAGETEK	6/30/15-6/30/16 SOFTWARE	364.24
101840.5340.070	IMAGETEK	6/30/15-6/30/16 SOFTWARE	361.88
101850.5340.100	IMAGETEK	6/30/15-6/30/16 SOFTWARE	350.00
101110.5132.000	IN STITCHES	2 POLO SHIRTS	16.00
101790.5600.000	IN STITCHES	2 POLO SHIRTS	16.00
101310.5732.250	INGRAM LIBRARY SERVICES	REFERENCE BOOK	29.98
101310.5732.250	INGRAM LIBRARY SERVICES	REFERENCE BOOK	17.99

550780.5749.000	INLAND TRUCK PARTS COMPANY	2 BRAKE DRUMS	917.90
206710.5251.000	IOWA DIV OF LABOR SERVICES	BOILER INSPECTION	40.00
101310.5340.010	IOWA HOMETOWN SECURITY	FIRE INSPEC	300.00
101310.5600.000	IOWA OFFICE INTERIORS, INC	OFFICE SUPPLIES	110.56
510532.5340.010	IOWA RIVER WILDLIFE CONTROL	TRAPPING FOR CITY	387.50
101110.5460.000	IOWA VALLEY COMM COLLEGE DIST	DEC CONFERENCE	200.00
520520.5600.000	IOWA WATER MANAGEMENT CORP	CLOSED SYSTEM	1,675.00
101310.5732.320	IVAN MARTINEZ	LOST BOOK RETURNED	14.98
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
278690.5240.510	JAMMIE HOWARD	RENT ASSISTANCE	115.00
101310.5732.320	JAN ZATOVICH	OVERPAID BOOK FINE	18.00
278690.5240.510	JANET HALA	RENT ASSISTANCE	253.00
278690.5240.510	JANET HALA	RENT ASSISTANCE	235.00
278690.5240.510	JANET HALA	RENT ASSISTANCE	228.00
278690.5240.510	JANET HALA	RENT ASSISTANCE	167.00
278690.5240.510	JAY HANSEN	RENT ASSISTANCE	269.00
278690.5240.510	JAY HANSEN	RENT ASSISTANCE	149.00
278690.5240.510	JB I COOPERATIVE ASSOCIATION	RENT ASSISTANCE	476.00
278690.5240.510	JB I COOPERATIVE ASSOCIATION	RENT ASSISTANCE	440.00
278690.5240.510	JB I COOPERATIVE ASSOCIATION	RENT ASSISTANCE	253.00
278690.5240.510	JEAN CLAWSON	RENT ASSISTANCE	246.00
278690.5240.510	JEAN CLAWSON	RENT ASSISTANCE	236.00
101000.4520.000	JEFFREY BURR	OVERPAID PARKING TICKET	15.00
101000.4520.000	JEFFRY W OSGOOD	OVERPAID PARKING TICKET	45.00
101820.5460.000	JILL PETERMEIER	CONFERENCE	57.72
101820.5460.000	JILL PETERMEIER	MILEAGE	43.27
101310.5600.010	JOA M LAVILLE	YOUTH PROGRAM	28.62
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
278690.5240.510	JOHN E NOVAK	RENT ASSISTANCE	513.00
101410.5132.000	JONATHAN LECHNIR	CLOTHING ALLOWANCE	177.02
101000.4472.000	JOSEPHINE DUENAS	RENTAL CANCELLATION	55.00
101110.5600.000	JUSTIN ALLEN	ACCIDENT SUPPLIES	8.94
101420.5340.640	KAREN GALE	4/20-5/3 ZUMBA	217.50
101000.4520.000	KATHLEEN DEINES	OVERPAID PARKING TICKET	15.00
101000.4472.000	KATHY CHALOUPEK	RENTAL CANCELLATION	55.00
101110.5570.000	KEN WISE CHRYSLER, DODGE, JEEP	MOLDING	52.80
520520.5600.030	KEYSTONE LAB INC	SLUDGE HAULED	56.00
230110.5570.000	KIEL S STEVENSON	CONFERENCE	25.00
230110.5460.000	KIEL S STEVENSON	CONFERENCE	8.00
520520.5980.000	KIM HILSABECK	FILLED SWIM POOL	26.29
247410.5331.500	KINGDOM KLOWNS OF IOWA	KIDS TO PARK PROGRAM	215.00
290113.5600.000	KOCH BROTHERS	2 TONER CARTRIDGES	286.65
278690.5240.510	LARRY A & KAREN BROWN	RENT ASSISTANCE	496.00

278690.5240.510	LARRY VEST	RENT ASSISTANCE	234.00
101000.4520.000	LAURA HERNANDEZ	OVERPAID PARKING TICKET	50.00
278690.5240.510	LAVERNA WARDEN	RENT ASSISTANCE	223.00
278690.5240.510	LAWRENCE HALVERSON	RENT ASSISTANCE	229.00
278690.5240.510	LAWTHERS PROPERTY MANAGEMENT	RENT ASSISTANCE	432.00
278690.5240.510	LAWTHERS PROPERTY MANAGEMENT	RENT ASSISTANCE	253.00
278690.5240.570	LEISA KROENER	UTILITY REIMBURSEMENT	30.00
101410.5410.000	LEROY MORFORD CONSTRUCTION	CONCRETE PADS/SLAB	940.00
101410.5410.000	LEROY MORFORD CONSTRUCTION	CONCRETE PADS/SLAB	425.00
278690.5240.510	LESLIE SCOTT	RENT ASSISTANCE	356.00
278690.5240.510	LINDA WIEBENSOHN	RENT ASSISTANCE	123.00
101110.5280.000	LOGIN INC / IACP NET	6/16/15-6/15/16	875.00
101850.5123.010	LORI STANSBERRY & NEIFERT,BRYME &OZGA LAW C	PAYMENT PER AGREEMENT	40,000.00
550780.5570.000	LUMINATOR	DESTINATION	420.00
550780.5570.000	LUMINATOR	SHIPPING	8.07
278690.5240.510	LYLE MATNEY	RENT ASSISTANCE	271.00
206710.5600.000	M GERVICH & SONS INC	WELDING BENDER	718.23
520520.5600.000	M GERVICH & SONS INC	CRANE BASKET	286.60
206710.5600.000	M GERVICH & SONS INC	HOT PLATE	60.00
520520.5600.000	M GERVICH & SONS INC	CRANE BASKET	54.20
520520.5600.000	M GERVICH & SONS INC	CRANE BASKET	44.80
206710.5600.000	M GERVICH & SONS INC	ALUMINUM	11.52
206710.5600.000	M GERVICH & SONS INC	MISC ALUMIN	10.00
278690.5360.000	MAIL SERVICES	RENT ASSIST	178.63
101840.5360.000	MAIL SERVICES	CITY ADMIN&PROJECTS	107.46
101840.5360.000	MAIL SERVICES	CITY ADMIN&PROJECTS	79.51
278690.5360.000	MAIL SERVICES	RENT ASSISTANCE	38.19
101561.5360.000	MAIL SERVICES	RENTAL INSPECTION	15.80
276210.5360.000	MAIL SERVICES	LEAD ABATEMENT	11.60
101561.5360.000	MAIL SERVICES	RENTAL INSPECTION	4.02
276210.5360.000	MAIL SERVICES	LEAD ABATEMENT	3.82
278690.5240.510	MARCIA SCHULER-VAN LANGEN	RENT ASSISTANCE	225.00
278690.5240.510	MARION MANOR II	RENT ASSISTANCE	326.00
101860.5331.500	MARSHALL COUNTY AUDITOR	COUNTY ATTY FEE	2,500.00
290113.5340.150	MARSHALL COUNTY TREASURER	INTERNET ACESS	410.38
101170.5331.500	MARSHALL CTY EMERGENCY MGMT AGENCY	MONTHLY PAYMENT	2,257.67
101770.5340.070	MARSHALLTOWN AVIATION INC	MANAGERS FEE	642.00
101770.5340.070	MARSHALLTOWN AVIATION INC	MANAGERS FEE	642.00
101410.5340.010	MARSHALLTOWN KIWANIS PM	CONTRACT MOWING	330.00
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	197.00
278690.5240.510	MARSHALLTOWN SENIOR RESIDENCES LLC	RENT ASSISTANCE	82.00
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	MARCH SANITARY	6,226.72
101540.5220.000	MARSHALLTOWN WATER WORKS	4936 LANDFILL BILLS	246.80

510531.5220.000	MARSHALLTOWN WATER WORKS	MARCH STORM WATER	241.80
152451.5480.030	MARSHALLTOWN WATER WORKS	2/16-4/17 COLISEUM	116.08
281690.5480.030	MARSHALLTOWN WATER WORKS	2/13-4/17 114 N 10TH AVE	54.76
101440.5331.500	MARSHALLTOWN YMCA-YWCA	AQUATIC CTR	25,000.00
278690.5240.510	MARY JASPERS	RENT ASSISTANCE	122.00
101000.4520.000	MATTHEW WILDER	OVERPAID PARKING TICKET	25.00
278690.5240.510	MAX & VELMA NELSON	RENT ASSISTANCE	253.00
278690.5240.510	MAX & VELMA NELSON	RENT ASSISTANCE	92.00
101140.5410.000	MAXCARE	DORM AIR DUCTS	128.40
520520.5600.000	MC2 INC	ROLLER ASSY	900.86
520520.5600.000	MC2 INC	CLEANER&FRT	204.80
206710.5410.000	MCATEE TIRE SALES & SERVICE INC	TIRE REPAIR	18.50
101110.5338.000	MCFARLAND CLINIC PC	FITNESS EXAM	178.64
101710.5151.000	MCFARLAND CLINIC PC	TESTING	111.00
520590.5151.000	MCFARLAND CLINIC PC	TESTING	16.20
510531.5151.000	MCFARLAND CLINIC PC	TESTING	10.80
520520.5450.000	MEDIACOM	MAY INTERNET	85.90
101310.5450.000	MEDIACOM	LIBRARY INTERNET	75.90
233410.5450.000	MEDIACOM	INTERNET-6TH ST COMPLEX	66.45
510531.5450.000	MEDIACOM	MAY INTERNET	10.72
520590.5450.000	MEDIACOM	MAY INTERNET	10.72
101000.4520.000	MELISSA MARKS	OVERPAID PARKING TICKET	15.00
206710.5600.000	MENARDS	MAIL BOX REPAIRS	35.14
278690.5240.510	MERLIN REID	RENT ASSISTANCE	107.00
278690.5240.510	MERLIN REID	RENT ASSISTANCE	94.00
101140.5151.000	METHODIST OCC HEALTH&WELLNESS	DOT TESTING	988.73
278690.5240.510	MICHAEL B SWOPE	RENT ASSISTANCE	550.00
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	252.00
278690.5240.510	MICHAEL T SCHMIDT & DEBBIE	RENT ASSISTANCE	167.00
101310.5732.300	MICROMARKETING LLC	JUVENILE AUDIO BOOKS	279.95
101310.5732.300	MICROMARKETING LLC	ADULT AUDIO BOOKS	276.96
101310.5732.300	MICROMARKETING LLC	JUVENILE AUDIO BOOKS	139.97
101310.5732.300	MICROMARKETING LLC	JUVENILE AUDIO BOOKS	100.96
101310.5732.300	MICROMARKETING LLC	AUDIO BOOKS	99.93
101310.5732.300	MICROMARKETING LLC	AUDIO BOOKS	68.98
101310.5732.300	MICROMARKETING LLC	ADULT AUDIO BOOKS	39.99
101310.5732.300	MICROMARKETING LLC	JUVENILE AUDIO BOOKS	19.95
520520.5600.030	MIDLAND SCIENTIFIC INC	NITRATE REACTOR	120.03
520520.5600.030	MIDLAND SCIENTIFIC INC	SENSOR CAP	110.08
520520.5600.030	MIDLAND SCIENTIFIC INC	BUFFERS	75.41
520520.5600.030	MIDLAND SCIENTIFIC INC	BUFFER pH 5	53.61
520520.5600.030	MIDLAND SCIENTIFIC INC	PARAFILM	35.73
278690.5240.510	MIKE TAYLOR	RENT ASSISTANCE	150.00
101540.5600.000	MINUTEMAN INC	COMPOST RECEIPTS	380.25
206710.5570.000	NAPA	HOSE&FITTING	120.36
550780.5570.000	NAPA	FITTING	46.41

206710.5570.000	NAPA	FUEL REGULATOR	40.46
550780.5570.000	NAPA	TAPE	26.25
206710.5570.000	NAPA	AIR FILTER	24.67
206710.5570.000	NAPA	AIR FILTER	19.63
206710.5570.000	NAPA	AIR FILTER	19.63
101110.5570.000	NAPA	TOOGLE ASSY	18.47
206710.5600.000	NAPA	SUPPLIES	15.79
206710.5570.000	NAPA	ADHESIVE	15.57
206710.5600.000	NAPA	6 DISCS	14.11
206710.5570.000	NAPA	WIPER BLADE	12.45
550780.5570.000	NAPA	OIL FILTERS	11.56
206710.5600.000	NAPA	BATTERY	9.55
101140.5570.000	NAPA	FUEL LINE	4.41
101140.5600.000	NAPA	MARKER	4.37
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	246.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSISTANCE	242.00
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	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
550780.5210.000	MULTIMEDIA SALES & MARKETING INC	RADIO MILITARY TRIBUTE	100.00
206710.5570.000	MURPHY TRACTOR & EQUIPMENT CO	SWITCH/SUPPLIES	472.63
206710.5570.000	MURPHY TRACTOR & EQUIPMENT CO	WIRING	66.14
278690.5240.510	NANCY JO SMITH	RENT ASSISTANCE	204.00
278690.5240.510	NANCY JO SMITH	RENT ASSISTANCE	194.00
278690.5240.510	NANCY JO SMITH	RENT ASSISTANCE	145.00
101000.4492.850	NORBERTO LOPEZ-GUIDO	OVERPAID PARKING TICKET	30.00
101000.4520.000	NORBERTO LOPEZ-GUIDO	OVERPAID PARKING TICKET	25.00
101000.4520.000	NORMA MANCERA-HERNANDEZ	OVERPAID PARKING TICKET	25.00
550780.5570.000	NORTH AMERICAN BUS INDUSTRIES, INC	SHOCK ABSORBERS	975.84
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
101310.5340.070	OCLC, INC	CATALOGING	805.30
101110.5370.000	ON-SITE INFORMATION DESTRUCTION SERVICE	SHREDDING SERVICE	40.00
101310.5732.300	OVERDRIVE, INC.	JUVENILE Ebooks	183.88
101310.5732.320	OVERDRIVE, INC.	eBOOKS-MEMORIAL	115.50
101310.5732.320	OVERDRIVE, INC.	eBOOKS- MEMORIAL	18.99

101310.5732.300	OXFORD UNIVERSITY PRESS INC	BOOK	8.98
233410.5600.060	PACE SUPPLY	SOFTBALL DIAMOND SUPPLIES	884.54
000540.0120.000	PARK & RECREATION	SOFTBALL/AQUATIC CTR STARTUP	450.00
000101.0121.000	PARK & RECREATION	SOFTBALL/AQUATIC CTR STARTUP	300.00
000233.0120.000	PARK & RECREATION	SOFTBALL/AQUATIC CTR STARTUP	300.00
290113.5450.000	PARTNER COMMUNICATIONS CO-OP	4/1-4/30 COUNTY E911	806.72
290113.5450.000	PARTNER COMMUNICATIONS CO-OP	4/1-4/30 COUNTY E911	356.84
101890.5980.000	PATRICK BOWN	ALCOHOL LICENSE REFUND	422.50
101310.5732.300	PEACH COBBLER BOOKS	JUVENILE BOOKS	140.65
276210.5410.000	PETTENGILL CONSTRUCTION	309 HARRISON- HOUSING	18,860.00
101310.5600.000	PETTY CASH - LIBRARY	ITEMS REFUNDED	15.26
101310.5472.000	PETTY CASH - LIBRARY	ITEMS REFUNDED	14.21
101310.5732.320	PETTY CASH - LIBRARY	ITEMS REFUNDED	11.00
101310.5210.000	PETTY CASH - LIBRARY	ITEMS REFUNDED	5.00
278690.5240.510	PRAIRIE HOME PROPERTIES	RENT ASSISTANCE	263.00
206760.5340.100	PRECISION MIDWEST	TRIMBLE EQUIPMENT	9,370.00
101310.5600.000	PREMIER OFFICE EQUIPMENT	2/18-3/17 COPIES	70.15
101310.5600.000	PREMIER OFFICE EQUIPMENT	3/18/4/17 COPIES	56.58
101310.5600.000	PREMIER OFFICE EQUIPMENT	2/28-3/29 COPIES	41.52
247410.5600.000	PROMOTIONS PLUS LLC	WATER BOTTLES-PARK&REC	2,000.50
101850.5340.100	QUADRANT SYSTEMS INC	7/15-6/16 SOFTWARE SUPPORT	2,300.00
278690.5240.510	R&A RENTAL PROPERTIES LLC	RENT ASSISTANCE	462.00
278690.5240.510	R&A RENTAL PROPERTIES LLC	RENT ASSISTANCE	367.00
491750.5340.200	RACCOON VALLEY	ALLIANT PLANT ROAD	7,741.55
101110.5570.000	RACOM CORPORATION	#517 CAR MODEM	1,139.82
290113.5749.000	RACOM CORPORATION	INSTALL NET CLOCK	600.00
290113.5380.000	RACOM CORPORATION	EDACS AIRTIME	122.15
101140.5410.000	RACOM CORPORATION	MIC REPAIR	104.00
101110.5570.000	RACOM CORPORATION	ANTENNA	35.00
101831.5057.100	RANDY WETMORE	PHONE ALLOWANCE	62.50
278690.5240.510	REBECCA WELLS	RENT ASSISTANCE	181.00
101310.5732.300	RECORDED BOOKS LLC	ADULT AUDIO BOOKS	161.20
101310.5732.300	RECORDED BOOKS LLC	ADULT AUDIO BOOKS	71.98
101310.5732.300	RECORDED BOOKS LLC	ADULT AUDIO BOOKS	35.99
101310.5732.300	RECORDED BOOKS LLC	ADULT AUDIO BOOKS	26.99
101310.5732.300	RECORDED BOOKS LLC	ADULT AUDIO BOOKS	17.99
101310.5732.320	RECORDED BOOKS LLC	LOST BOOK RETURNED	6.95
550780.5331.500	REGION SIX PLANNING COMMISSION	MARCH PARATRANSIT RIDES	3,823.00
101140.5570.000	RELIANT FIRE APPARATUS	BUCKLE,CABLE	96.33
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
550780.5340.010	RIDE SYSTEMS	GPS SUBSCRIPTION	850.00
278690.5240.510	RIVER BIRCH APTS	RENT ASSISTANCE	455.00
278690.5240.510	RIVER BIRCH APTS	RENT ASSISTANCE	120.00

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	246.00
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
238110.5260.000	S&S AUTOBODY AND FRAME	REPAIRS #527&517	2,792.90
101000.4520.000	SADIE BAXTER	OVERPAID PARKING TICKET	15.00
101110.5132.000	SADIE WEEKLEY	SHOE ALLOWANCE	88.00
101000.4520.000	SALVADOR FLORES	OVERPAID PARKING TICKET	25.00
278690.5240.570	SANDERS, ALESHA	RENT ASSISTANCE	33.00
101310.5460.000	SARAH ROSENBLUM	2TRIPS TO AMES	59.84
520520.5380.000	SCHARNWEBER WATER CONDITIONING INC	WATER SOFTER	27.00
520520.5340.010	SCOTT TENT & AWNING COMPANY	APRIL MOWING	410.00
278690.5240.570	SERENA BLACKSTOCK	UTILITY REIMBURSEMENT	43.00
278690.5240.510	SERINA STABENOW	RENT ASSISTANCE	143.00
101310.5340.010	SERVICEMASTER OF M'TOWN INC	CLEANING SERVICE	1,369.33
278690.5240.510	SHANE ECKLOR	RENT ASSISTANCE	287.00
278690.5240.510	SHANE ECKLOR	RENT ASSISTANCE	266.00
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
101420.5340.640	SHELBY PENNINGTON FARMER	TAUGHT ZUMBA CLASS	22.50
278690.5240.510	SMITH, RANDY	RENT ASSISTANCE	400.00
206710.5600.000	SPAHN & ROSE LUMBER CO	SUPPLIES	84.42
101140.5132.000	SPORTS PAGE OF MARSHALLTOWN	SHOES-	79.99
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	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	APRIL GRIT/SCREEN REMOVAL	470.50
101580.5340.010	STONE SANITATION	CENTRAL BUSINESS DISTRICT	200.00

101880.5340.010	STONE SANITATION	CITY BLDGS	145.32
101140.5340.010	STONE SANITATION	CITY BLDGS	95.17
101480.5340.010	STONE SANITATION	CITY BLDGS	95.17
206710.5340.010	STONE SANITATION	CITY BLDGS	95.17
520520.5340.010	STONE SANITATION	CITY BLDGS	95.17
101310.5340.010	STONE SANITATION	GARBAGE SERVICE	92.59
101110.5570.000	STREICHER'S	WINDOW BARRICADES	394.99
101110.5570.000	STREICHER'S	WEAPON CAGE	354.00
101110.5600.000	STREICHER'S	IRRITANT	80.99
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
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	51.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSISTANCE	19.00
206711.5570.000	SWEEPER PARTS SALES	RUBBER CHAIN, ETC	2,967.15
101840.5600.000	TELE DIFFERENCE	CONFERENCE PHONE	950.00
101310.5340.070	TELE DIFFERENCE	NETWORK&PHONE REPAIRS	227.00
206710.5230.000	TELVENT DTN LLC	WEATHER SERVICE	489.00
278690.5240.510	TERRY GLAZE	RENT ASSISTANCE	193.00
278690.5240.510	TERRY SHAFFAR	RENT ASSISTANCE	170.00
520520.5600.030	TESTAMERICA INC	FECAL COLIFORMS	294.00
101310.5732.300	THE BOOK FARM, INC	JUVENILE BOOKS	220.35
101310.5732.300	THE BOOK FARM, INC	JUVENILE BOOKS	53.55
230110.5570.000	THOMAS M WATSON	CONFERENCE-	25.00
278690.5240.510	TIMBER WOLF VALLEY LLC	RENT ASSISTANCE	450.00
101840.5210.000	TIMES-REPUBLICAN	APRIL PUBLICATIONS	519.00
520520.5210.000	TIMES-REPUBLICAN	APRIL PUBLICATIONS	124.38
473710.5210.000	TIMES-REPUBLICAN	APRIL PUBLICATIONS	121.06
460770.5210.000	TIMES-REPUBLICAN	APRIL PUBLICATIONS	57.82
283210.5210.000	TIMES-REPUBLICAN	APRIL PUBLICATIONS	56.58
101870.5210.000	TIMES-REPUBLICAN	APRIL PUBLICATIONS	34.94
101000.4870.410	TOBI GREENE	YOUTH ACTIVITY CANCELLED	28.00
276210.5410.000	TOM BLAKE CONSTRUCTION	1313 S 2ND ST-HOUSING	7,350.00
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
101000.4520.000	TOMAS REYES JR	OVERPAID PARKING TICKET	25.00
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	369.00

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	127.00
278690.5240.510	TONY REED	RENT ASSISTANCE	101.00
206711.5570.000	TRANS-IOWA EQUIPMENT LLC	SPROCKET,CHAIN	63.43
101110.5460.000	TREASURER STATE OF IOWA	INTERNAL AFFAIRS	50.00
101110.5460.000	TREAT AMERICA FOOD SERVICES	CONFERENCE FOOD	22.74
278690.5240.510	TREVRON, LLC	RENT ASSISTANCE	259.00
101310.5340.070	TRI STATE LOCK SERVICE	ALARM CLOCK	453.00
101410.5410.000	TRI STATE LOCK SERVICE	RE-KEYS	10.00
206710.5600.000	TRI STATE LOCK SERVICE	5 SETS DUPLICATE KEYS	10.00
278690.5240.510	TRI-SQUARE RENTALS, LLC	RENT ASSISTANCE	260.00
278690.5240.510	TT & C COOPERATIVE HOUSING	RENT ASSISTANCE	497.00
278690.5240.510	TT & C COOPERATIVE HOUSING	RENT ASSISTANCE	252.00
278690.5240.510	TT & C COOPERATIVE HOUSING	RENT ASSISTANCE	145.00
278690.5240.510	TT & C COOPERATIVE HOUSING	RENT ASSISTANCE	108.00
520520.5450.000	U S CELLULAR	4/22-5/21 WPCP	261.52
206760.5450.000	U S CELLULAR	4/12-5/11 POLICE	157.72
206120.5450.000	U S CELLULAR	4/12-5/11 POLICE	59.04
206710.5450.000	U S CELLULAR	4/12-5/11 POLICE	58.97
550780.5450.000	U S CELLULAR	4/12-5/11 POLICE	32.51
520590.5450.000	U S CELLULAR	4/12-5/11 POLICE	26.99
510531.5450.000	U S CELLULAR	4/12-5/11 POLICE	17.99
101310.5340.010	UNIQUE MANAGEMENT SERVICES, INC	OVRDUE BOOK COLLECTIONS	62.65
290113.5151.000	UNITYPOINT CLINIC-OCCUPATIONAL MEDICINE	DOT TESTING	37.00
150310.5380.000	US BANK EQUIPMENT FINANCE	COPIER PAYMENT	344.00
520520.5600.000	VAN METER INDUSTRIAL INC	POWERFLEX 4	593.83
101770.5570.000	VANWALL EQUIPMENT	FILTERS/ELEMENT	61.17
101110.5450.100	VERIZON WIRELESS	3/26-4/25 POLICE DEPT	640.20
206710.5450.000	VERIZON WIRELESS	3/11-4/10 ENGINEERING	200.15
276210.5450.000	VERIZON WIRELESS	3/14-4/13 HOUSING	180.36
278690.5450.000	VERIZON WIRELESS	3/14-4/13 HOUSING	148.53
520520.5450.100	VERIZON WIRELESS	3/22-4/21 AIR CARDS-WPCP	90.79
101140.5450.000	VERIZON WIRELESS	3/14-4/13 FIRE DEPT	66.87
101560.5450.000	VERIZON WIRELESS	3/14-4/13 HOUSING	64.15
101140.5450.000	VERIZON WIRELESS	3/14-4/13 FIRE DEPT	50.84
290113.5450.000	VERIZON WIRELESS	3/26-4/25 POLICE DEPT	34.26
101561.5450.000	VERIZON WIRELESS	3/14-4/13 HOUSING	31.84
290113.5749.000	WAHLTEK INC	NEXLOG BASE RECORDER-POLICE	35,880.00
278690.5240.510	WB REAL ESTATE INVESTMENTS	RENT ASSISTANCE	192.00
684990.5337.000	WELLMARK INC	PREMIUMS&4WK CLAIMS	21,174.30
684990.5339.000	WELLMARK INC	PREMIUMS&4WK CLAIMS	11,173.16
684990.5230.000	WELLMARK INC	PREMIUMS&4WK CLAIMS	6,534.58
278690.5240.510	WESLEY FERGUSON	RENT ASSISTANCE	257.00

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	3/19-4/18 E911 SERVICE	76.44
477580.5600.060	WOOD DUCK TREE FARMS	TREES FOR PARKS	4,036.40
101310.5600.000	WW GRAINGER	FILTERS-LIBRARY	488.64
520520.5718.000	XEROX CORPORATION	COPIER& 3YR CONTRACT-WPCP	4,203.00
550780.5600.000	ZEE MEDICAL, INC	RESTOCK MEDICAL SUPPLIES	54.60
101410.5600.000	ZEE MEDICAL, INC	MEDICAL SUPPLIES	41.40
520520.5410.000	ZIEGLER INC	CAT SERVICE	1,512.41
			424,910.01

CITY OF MARSHALLTOWN
MONTHLY BALANCE SHEET
FOR THE MAYOR AND CITY COUNCIL
As of March 31, 20151
05/04/15
13:22:32

FUND NUMBER & NAME	DESCRIPTION	--ASSETS--		LIABILITIES & NET ASSETS	NET (INCOME) / EXPENSE
		CASH AND INVESTMENTS	ACCOUNTS RECEIVABLE		
101 - GENERAL		<76,190.35>	285,414.57	.00	1,440,234.83
150 - CAPITAL RESERVE FUND		80,284.27	.00	.00	<91.03>
151 - CASH FLOW RESERVE FUND		1,831,388.30	.00	.00	<2,735.54>
152 - COLISEUM ACTIVITY		22,441.40	.00	.00	9,465.35
153 - BLDG MAINT FUND		421,879.39	.00	.00	<748.37>
201 - GRANTS FRM STATE AGENCY		3,740.74	.00	.00	<6.65>
204 - HERSHEY RECREATION		10,369.14	.00	.00	<6,972.76>
206 - ROAD USE TAX		2,093,913.78	.00	.00	94,911.10
210 - NICHOLSON FORD REAP		3,994.43	.00	.00	<3,987.31>
218 - COPS FAST GRANT		<8,317.96>	4,488.11	.00	1,434.82
219 - DEPT OF JUSTICE GRANTS		373.61	1,361.10	.00	<17,319.74>
220 - POLICE UNDESIGNTD GRANTS		<14,968.62>	.00	.00	<3,319.89>
221 - EMPLOYEE BENEFIT FUND		1,594,881.47	.00	.00	<314,777.21>
223 - POLICE/FIRE RETIREMENT		61,670.16	.00	.00	208,006.42
230 - POLICE DONATION FUND		32,735.84	.00	.00	10,434.04
233 - SOFTBALL ASSOCIATION		22,401.64	.00	.00	21,819.48
235 - FIRE DEPT DONATION FUND		12,405.30	.00	.00	<7,844.47>
236 - M'TOWN TENNIS ASSOC		2,090.43	.00	.00	<3.72>
238 - CITY TORT LIABILITY		131,988.17	88.05	.00	1,572.82
240 - FIRE DEPT GRANTS		1.81	.00	.00	<1.81>
242 - LIBRARY DONATION FUND		72,181.85	.00	.00	<15,037.15>
246 - SEIZED ASSETS FUND		32,084.46	.00	.00	2,031.88
247 - P & R DONATION FUND		55,222.43	.00	.00	<7,977.28>
248 - ECONOMIC DEVELOPMENT		48,935.10	.00	.00	<86.79>
249 - SUBDIVIDER ESCROW		10,209.10	.00	.00	<18.11>
250 - TAX INCREMNT FINANCING		533,395.80	.00	.00	<633,032.75>
271 - HOUSING GRANTS		36,299.69	.00	.00	<21,677.18>
276 - LEAD GRANT #4		<56,495.25>	1,204.95	.00	<56,794.04>
277 - HUD EDI GRANTS		<8,465.00>	.00	.00	960.00
278 - LOW RENT VOUCHER PROGRAM		112,717.48	77,947.30	.00	74,467.11
281 - CDBG NSP HSG		<90,252.27>	.00	.00	4,866.75
282 - HUD LEAD MATCH		5,062.19	.00	.00	18,013.67
283 - LEAD GRANT #5		<18,607.93>	.00	.00	18,607.93
290 - E911 SURCHARGE		333,958.16	.00	.00	<85,622.37>
291 - LOCAL OPTION SALES TAX		2,401,748.39	.00	.00	<581,855.57>
311 - GO BONDS DEBT FUND		1,042,685.44	.00	.00	<1,023,454.50>
401 - BIKE PATH - PHASE II		95,133.26	.00	.00	<49,969.41>
416 - FEDERAL STREET GRANTS		<17,162.01>	.00	.00	17,162.01
450 - CIP COLLECTION FUND		491,242.29	.00	.00	<32,570.10>
460 - AIRPORT PROJECT		<72,661.54>	.00	.00	91,685.99
462 - SPEC ASSMNT PROJECTS		<76,854.95>	64,611.00	.00	<19,024.45>
471 - POLICE AND FIRE BUILD		193,916.73	.00	.00	<17,722.00>
473 - 2014 GO BONDS		2,005,760.82	.00	.00	<236,379.23>
477 - TREES FOREVER PROJECT		4,576.07	.00	.00	<2,005,760.82>
489 - CAPITAL STREET PROJECTS		178,332.87	.00	.00	<1,876.17>
490 - GO BOND CAPITAL PRJS		3,404.00	7,069.00	.00	<318.01>
				.00	<71,722.52>

CITY OF MARSHALLTOWN
MONTHLY BALANCE SHEET
FOR THE MAYOR AND CITY COUNCIL
As of March 31, 20152
05/04/15
13:22:32

DESCRIPTION	---ASSETS---		LIABILITIES & NET ASSETS	NET (INCOME) / EXPENSE
	CASH AND INVESTMENTS	ACCOUNTS RECEIVABLE		
491 - TIF DISTRICT II CAP PRJ	<428,142.44>	.00	136,850.86	291,291.58
492 - TIF DISTRICT 3 CAP PRJS	7,920.24	.00	<176,679.77>	168,759.53
494 - PUBLIC WORKS FACILITY	17,730.62	.00	<17,629.17>	<101.45>
499 - CARNEGIE BLDG REHAB	7,576.92	.00	<27,387.12>	19,810.20
510 - STORM SEWER	363,621.26	41,189.76	<12,267,864.20>	<362,246.12>
520 - WPCP OPERATING FUND	200.00	.00	<30,628,093.27>	7,858.55
521 - WPCP REVENUE FUND	7,367,107.67	609,422.48	<5,711,594.07>	<2,264,936.08>
526 - WPCP CAP IMPR RESERVE	1,133,983.04	.00	<1,131,922.00>	<2,061.04>
527 - WPCP PLANT & IMPROVE	<22,793.20>	.00	.00	22,793.20
528 - SANITARY SEWER REHAB	1,376,873.27	.00	<7,205,060.28>	5,828,186.98
529 - SEWER NEW CONSTRUCTION	3,200.00	.00	.00	<3,200.00>
530 - COMPOSTING	151,163.81	295.76	<205,800.57>	<29,931.58>
540 - P&R CONCESSIONS	24,829.38	.00	<29,412.39>	4,583.01
550 - TRANSIT OPERATING	189,932.34	35.00	<1,777,082.52>	37,804.76
681 - OCCUP INSUR ESCROW	157,757.94	.00	<206,323.67>	48,565.73
684 - GRP HEALTH INS ESCROW	2,744,637.05	27,070.69	<2,782,012.33>	10,304.59
686 - W.C. DEDUCTIBLE	37,523.05	.00	<37,487.02>	<36.03>
844 - SALES TAX	288.68	.00	<288.68>	.00
870 - SURETY BONDS/DEPOSITS	1,062.47	.00	<1,062.47>	.00
871 - IA STATE SLEUTH	14,828.77	.00	<14,828.77>	.00
991 - CAPITAL ASSET FUND	.00	.00	<44,313,843.16>	.00
999 - PAYROLL LIABILITY ACCTS	250,603.28	.00	<250,603.28>	.00
GRAND TOTAL	26,943,354.28	1,120,197.77	<117,343,019.51>	486,707.28

83410	CITY OF MARSHALLTOWN	1
COUNCIL	INVESTMENT BALANCES	05/04/15
INV_LOCFND	By Location & Fund	12:30:07

Enter Information to Graph for Council
As of March 31, 2015

DESCRIPTION	INVESTMNTS
0214.000 WELLS FARGO MONEY MARKET	
00999 CITY-MARSHALLTWN POOLED CASH	
	14,018,763.33
0214.000 WELLS FARGO MONEY MARKET	14,018,763.33
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
0264.000 WELLS FARGO CD (> 1 YR)	
00684 GROUP HEALTH INSURANCE ESCROW	
	1,013,355.41
0264.000 WELLS FARGO CD (> 1 YR)	1,013,355.41
0265.000 IPAIT CD (> 1 YR)	
00521 WPCP REVENUE	
	2,000,000.00
0265.000 IPAIT CD (> 1 YR)	2,000,000.00
	17,032,123.45

CITY OF MARSHALLTOWN
Budget Report Prepared for City Council
Using Cycle 2
For the Nine Months Ending March 31, 2015

DESCRIPTION	THIS MONTH ACTUAL	AMNDED BGT	Y-T-D ACTUAL	REMAING BUDGET	% REMAINING
REVENUES					
4010 PROPERTY TAXES	193,088.63	10,397,290	5,565,416.15	4,831,873.85	46.47 %
4090 TIF TAXES	17,982.71	1,246,643	680,097.93	566,545.07	45.45 %
4100 OTHER CITY TAXES	339,865.60	4,594,795	3,606,965.21	987,829.79	21.50 %
4200 LICENSES & PERMITS	15,294.91	197,850	246,240.83	<48,390.83>	24.46-%
4600 USE OF MONEY & PROPERTY	70,076.36	221,861	152,210.38	69,650.62	31.39 %
4300 INTERGOVERNMENTAL REVENUE	687,905.88	10,213,748	5,717,144.72	4,496,603.28	44.03 %
4400 CHARGES FOR SERVICES	783,336.01	7,013,791	5,397,445.38	1,616,345.62	23.05 %
4500 FINES & FORFEITURES	12,602.84	213,800	94,808.27	118,991.73	55.66 %
4700 SPECIAL ASSESSMENTS	.00	15,000	14,730.00	270.00	1.80 %
4800 MISCELLANEOUS REVENUES	44,132.68	1,144,636	1,499,279.74	<354,643.74>	30.98-%
4900 OTHER FINANCING SOURCES	.00	23,500,000	2,999,764.87	20,500,235.13	87.24 %

**TOTAL REVENUES	2,164,285.62	58,759,414	25,974,103.48	32,785,310.52	55.80 %
EXPENDITURES					
PUBLIC SAFETY					
5005 SALARIES	383,292.50	5,381,121	3,964,564.66	1,416,556.34	26.32 %
5100 BENEFITS	195,511.38	2,640,724	1,876,828.81	763,895.19	28.93 %
5205 OPERATING	54,892.94	789,288	521,909.54	267,378.46	33.88 %
5700 CAPITAL OUTLAY	19,453.73	411,650	194,917.39	216,732.61	52.65 %

**TOTAL PUBLIC SAFETY	653,150.55	9,222,783	6,558,220.40	2,664,562.60	28.89 %
PUBLIC WORKS					
5005 SALARIES	83,843.16	1,107,430	801,680.85	305,749.15	27.61 %
5100 BENEFITS	37,743.48	542,812	348,534.24	194,277.76	35.79 %
5205 OPERATING	65,963.64	2,084,812	1,658,670.45	426,141.55	20.44 %
5700 CAPITAL OUTLAY	.00	502,250	23,951.06	478,298.94	95.23 %

**TOTAL PUBLIC WORKS	187,550.28	4,237,304	2,832,836.60	1,404,467.40	33.15 %
HEALTH AND SOCIAL SERVICES					
5005 SALARIES	41,489.26	818,482	400,856.34	417,625.66	51.02 %
5100 BENEFITS	13,125.72	152,638	120,095.44	32,542.56	21.32 %
5205 OPERATING	76,051.21	660,525	759,014.82	<98,489.82>	14.91-%
5700 CAPITAL OUTLAY	15,774.91	15,150	18,312.85	<3,162.85>	20.88-%

**TOTAL HEALTH & SOCIAL SERVS	146,441.10	1,646,795	1,298,279.45	348,515.55	21.16 %

CITY OF MARSHALLTOWN
Budget Report Prepared for City Council
Using Cycle 2
For the Nine Months Ending March 31, 2015

DESCRIPTION	THIS MONTH ACTUAL	AMNDED BGT	Y-T-D ACTUAL	REMAING BUDGET	% REMAINING

CULTURE AND RECREATION					
5005 SALARIES	78,610.29	1,148,247	873,338.11	274,908.89	23.94 %
5100 BENEFITS	27,858.22	405,321	281,357.24	123,963.76	30.58 %
5205 OPERATING	28,608.70	1,076,676	630,897.33	445,778.67	41.40 %
5700 CAPITAL OUTLAY	9,939.97	275,980	139,935.42	136,044.58	49.30 %

**TOTAL CULTURE & RECREATION	145,017.18	2,906,224	1,925,528.10	980,695.90	33.74 %
COMMUNITY & ECONOMIC DEVELMNT					
5005 SALARIES	12,380.85	244,334	155,629.69	88,704.31	36.30 %
5100 BENEFITS	4,017.33	86,696	49,422.19	37,273.81	42.99 %
5205 OPERATING	107,586.14	4,006,567	1,091,301.40	2,915,265.60	72.76 %
5700 CAPITAL OUTLAY	.00	2,000	.00	2,000.00	100.00 %

**TOTAL COMM & ECONOMIC DV	123,984.32	4,339,597	1,296,353.28	3,043,243.72	70.13 %
GENERAL GOVERNMENT					
5005 SALARIES	49,730.68	838,917	511,879.48	327,037.52	38.98 %
5100 BENEFITS	16,742.44	240,048	162,294.59	77,753.41	32.39 %
5205 OPERATING	23,882.53	434,462	227,697.68	206,764.32	47.59 %
5700 CAPITAL OUTLAY	11,993.63	331,065	34,610.58	296,454.42	89.55 %
5865 OTHER EXPENDITURES	93.80	0	5,882.54	<5,882.54>	.00 %

**TOTAL GENERAL GOVERNMENT	102,443.08	1,844,492	942,364.87	902,127.13	48.91 %
ENTERPRISES					
5005 SALARIES	109,315.85	1,647,099	1,141,021.18	506,077.82	30.73 %
5100 BENEFITS	40,984.27	604,694	401,688.75	203,005.25	33.57 %
5205 OPERATING	511,718.01	3,416,418	7,453,493.22	<4,037,075.22>	118.17-%
5700 CAPITAL OUTLAY	.00	7,092,622	53,856.20	7,038,765.80	99.24 %
5800 DEBT SERVICE PAYMENTS	8,707.57	1,380,806	375,559.40	1,005,246.60	72.80 %
5865 OTHER EXPENDITURES	1,000.62	4,000	2,155.40	1,844.60	46.12 %

**TOTAL ENTERPRISES	671,726.32	14,145,639	9,427,774.15	4,717,864.85	33.35 %
5000 **DEBT SERVICE	.00	3,415,195	397,962.27	3,017,232.73	88.35 %

5000 **CAPITAL PROJECTS	40,766.45	19,748,017	1,722,657.35	18,025,359.65	91.28 %

***TOTAL EXPENDITURES	2,071,079.28	61,506,046	26,401,976.47	35,104,069.53	57.07 %

83500
COUNCIL
CNCLRVEXP2

CITY OF MARSHALLTOWN
Budget Report Prepared for City Council
Using Cycle 2
For the Nine Months Ending March 31, 2015

3
05/04/15
12:27:09

DESCRIPTION	THIS MONTH ACTUAL	AMNDED BGT	Y-T-D ACTUAL	REMAING BUDGET	% REMAINING
-----	-----	-----	-----	-----	-----
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	93,206.34	<2,746,632>	<427,872.99>	<2,318,759.01>	84.42-%

CITY OF MARSHALLTOWN
BUDGET REPORT BY PROGRAM/DEPARTMENT
EXCLUDES NON-BUDGETED FUNDS 681-686, 801
844, 999
For the Nine Months Ending March 31, 20151
05/04/15
12:27:04

DESCRIPTION	PERSONAL SERVICES	OPERATING	CAPITAL OUTLAY	DEBT/OTHER COSTS	TOTAL EXPENSES	AMENDED BUDGET	REMAINING AMND BGT

2014							
100	PUBLIC SAFETY						
110	Police Administratio	3,246,681	247,528	153,081	0	3,647,290	1,326,605
113	Police Dispatch	639,830	119,862	15,111	0	774,803	371,578
140	Fire Protection	1,781,181	72,051	26,725	0	1,879,957	829,771
141	Fire Training Divisi	91,554	4,019	0	0	95,573	102,682
142	Fire Prevention Bure	82,146	3,003	0	0	85,149	37,155
170	Civil Defense	0	21,406	0	0	21,406	7,369
180	Flood Control	0	17,836	0	0	17,836	<17,836>
240	Animal Control	0	36,204	0	0	36,204	7,241

100	PUBLIC SAFETY	5,841,392	521,909	194,917	0	6,558,218	2,664,565

200	PUBLIC WORKS						
120	Traffic Safety	104,430	64,801	0	0	169,231	105,390
160	Street Lighting	17,258	116,129	0	0	133,387	116,890
540	Solid Waste	0	57,410	0	0	57,410	56,298
710	Street Maintenance	667,920	237,978	21,184	0	927,082	1,244,103
711	Street Cleaning	1,623	7,428	0	0	9,051	<1,551>
712	Snow Removal	58,470	108,538	0	0	167,008	89,192
740	Sidewalks	0	22,959	0	0	22,959	32,041
750	Street Construction	0	957,180	0	0	957,180	<491,180>
760	Engineering	275,794	32,478	2,767	0	311,039	196,156
770	Airport	0	50,763	0	0	50,763	30,231
790	Parking System	24,720	3,007	0	0	27,727	26,897

200	PUBLIC WORKS	1,150,215	1,658,671	23,951	0	2,832,837	1,404,467

300	HEALTH AND SOCIAL SER						
210	Community Health	228,729	704,850	18,245	0	951,824	186,163
480	Senior Citizens Prog	0	24,385	0	0	24,385	43,665
550	Electrical Inspectio	51,802	1,603	67	0	53,472	20,474
560	Building Inspection	130,636	3,010	0	0	133,646	50,919
561	Rental Inspection	69,859	6,874	0	0	76,733	1,909
581	Nuisance Cleanup	39,926	18,292	0	0	58,218	45,387

300	HEALTH AND SOCIAL SER	520,952	759,014	18,312	0	1,298,278	348,517

400	CULTURE AND RECREATIO						
310	Library	517,305	93,945	114,870	0	726,120	318,193
330	City Band	5,371	532	0	0	5,903	4,089
340	Fisher Community Cen	0	63,966	0	0	63,966	12,794
410	Parks	362,367	118,514	23,950	0	504,831	279,528
420	Recreation	84,304	19,522	586	0	104,412	102,648
421	Playgrounds/School	110,414	15,850	300	0	126,564	61,103
440	Swimming Pools	29,316	113,926	0	0	143,242	70,744
451	Coliseum	20,242	16,627	230	0	37,099	9,978
460	Convention & Tourism	0	181,257	0	0	181,257	82,133
545	Cable TV	25,376	6,757	0	0	32,133	39,487

CITY OF MARSHALLTOWN
BUDGET REPORT BY PROGRAM/DEPARTMENT
EXCLUDES NON-BUDGETED FUNDS 681-686, 801
844, 999
For the Nine Months Ending March 31, 2015

DESCRIPTION	PERSONAL SERVICES	OPERATING	CAPITAL OUTLAY	DEBT/OTHER COSTS	TOTAL EXPENSES	AMENDED BUDGET	REMAINING AMND BGT
400 CULTURE AND RECREATIO							
400 CULTURE AND RECREATIO	1,154,695	630,896	139,936	0	1,925,527	2,906,224	980,697
580 Community Beautifica	4,974	6,532	0	0	11,506	22,770	11,264
660 Economic Development	0	105,521	0	0	105,521	184,000	78,479
690 Housing	134,155	965,463	0	0	1,099,618	4,032,523	2,932,905
715 Tree Removal/Maint	5,114	0	0	0	5,114	0	<5,114>
870 Planning & Zoning	60,810	13,786	0	0	74,596	100,304	25,708
500 COMMUNITY AND ECONOMI	205,053	1,091,302	0	0	1,296,355	4,339,597	3,043,242
600 GENERAL GOVERNMENT							
810 City Council	17,107	0	0	0	17,107	25,422	8,315
820 Technical Services	76,976	2,057	0	0	79,033	106,290	27,257
830 Mayor	6,594	302	0	0	6,896	13,872	6,976
831 City Administrator	97,289	2,082	0	0	99,371	154,784	55,413
840 City Clerk	73,342	19,395	0	1,764	94,501	129,984	35,483
850 Finance	315,688	57,878	1,170	4,234	378,970	728,180	349,210
860 Legal	0	59,358	0	0	59,358	90,000	30,642
880 City Hall	14,434	54,187	0	0	68,621	134,120	65,499
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	10,264	0	<115>	10,149	161,805	151,656
891 Data Processing	72,744	22,176	33,441	0	128,361	261,135	132,774
600 GENERAL GOVERNMENT	674,174	227,699	34,611	5,883	942,367	1,844,492	902,125
700 BUSINESS TYPE							
430 Pool Concessions	11,053	12,663	0	0	23,716	59,087	35,371
520 Sewage Treatment	805,040	1,344,961	53,029	63,085	2,266,115	4,159,020	1,892,905
531 Storm Sewer - WPCP	209,376	43,695	89	0	253,160	1,574,133	1,320,973
532 Dike Maintenance	13,301	14,094	605	0	28,000	43,834	15,834
533 Storm Sewer - Permit	0	0	0	0	0	8,000	8,000
540 Solid Waste	13,841	1,967	0	23	15,831	30,055	14,224
590 Sanitary Sewers	175,933	5,865,782	133	314,606	6,356,454	7,511,875	1,155,421
780 Bus	314,166	170,331	0	0	484,497	759,635	275,138
700 BUSINESS TYPE	1,542,710	7,453,493	53,856	377,714	9,427,773	14,145,639	4,717,866
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

CITY OF MARSHALLTOWN
BUDGET REPORT BY PROGRAM/DEPARTMENT
EXCLUDES NON-BUDGETED FUNDS 681-686, 801
844, 999
For the Nine Months Ending March 31, 2015

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	131	0	0	131	3,000	2,869
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	1,416,258	1,500	0	1,417,758	869,117	<548,641>
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	1,703,173	19,485	0	1,722,658	19,748,017	18,025,359
2014	11,089,191	14,046,157	485,068	781,559	26,401,975	61,506,046	35,104,071

COUNCIL PROCEEDINGS
May 11, 2015

The Marshalltown City Council met in regular session on May 11, 2015, at 5:30 PM, in the Council Chambers at City Hall. Mayor Lowrance called the meeting to order and led the Pledge of Allegiance. Mayor Lowrance thanked the people for voting on the loan agreement question for funding a future police station, and encouraged the police department employees that the failure of the issue was not a reflection of their performance. Police Chief Tupper introduced Paul Heitman, named Officer of the Year, by the Times Republican. Fire Chief Rierson introduced two of the four member team that won the American Lung Association's Fight for Air Climb. The department has won the award six consecutive years. Present: Gowdy, Hoop, Lamer, Martin, Schubert, Wirin. Absent: Greer. Schubert moved to approve the agenda, second by Wirin. Motion approved 6-0.

CONSENT AGENDA:

Wirin moved to approve the Consent Agenda: Approve Council meeting Minutes of April 27, 2015; Approve Bill List in the amount of \$ 958,391.26; Approve February Financials; Motion to approve Kibbey Building Façade and Code Upgrade Grant application; Resolution 2015-062 Agreeing to Receive Donation of "ECHO", Artwork from Marshall County Arts & Cultural Alliance Operating as M-PAC, located in 13th Street business area; Resolution 2015-063 Authorizing Acceptance of Fire Grant SCBA replacement, FEMA, \$160,450; Resolution Authorizing Hiring of Police Reserve officers Mayer and Puls; Resolution 2015-064 Accepting Bids and Authorize Award of Contract for the 2015 Columbus Dr & Crestview Project 76015002, with Con-Struct, Inc, in the amount of \$231,662.50; Resolution 2015-065 Ordering Construction of the 2015 Mill & Overlay Project 76015004; Resolution 2015-066 Approving Contract and Bond for the 2014 Sanitary Sewer Rehabilitation Project 59014007, with Hydro-Klean, LLC, in the amount of \$1,860,917.80; Resolution 2015-067 Approving Agreement Amendment No 1 with Fox Engineering, regarding the Performance Edge project 52012012, in the amount of \$20,000; Resolution 2015-068 Approving Agreement Amendment No 1 with Fox Engineering, regarding the UltraViolet Disinfection project 52011024, in the amount of \$15,000; Cigarette License – New location, existing licensee: Ariel LLC, 907 Iowa Ave E; Approve Liquor Licenses: (Pending fire inspection passage) RENEWALS: Elmwood Country Club, The Spot, Tremont on Main, Center Street Station, Walgreens, The Perfect Setting, Zeno's; second by Wirin. Consent agenda adopted 6-0.

REPORTS:

Kim Elder, representing Marshall County Emergency Management, reviewed the new statewide emergency notification system and encouraged individuals to sign up.

MOTIONS:

There was no motion by the council to proceed with a test angle parking design in the downtown area. The topic died for lack of a motion.

RESOLUTIONS:

PUBLIC HEARING

Mayor Lowrance declared the public hearing open on the budget amendment for fiscal year ending June 30, 2015. Interim Finance Director DeMoss stated the changes are due to project and grant timing. There were no written or public comments. Mayor Lowrance declared the public hearing closed. Wirin moved to adopt Resolution 2015-069 Approving Budget Amendment for Fiscal Year ending June 30, 2015, second by Gowdy. Resolution adopted 6-0.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open on the plans and specifications for the 2015 Microsurfacing Project. Public Works Director Nickel reviewed the project, engineer's estimate of \$240,000. There were no written or public comments. Mayor Lowrance declared the public hearing closed. Schubert moved to adopt Resolution 2015-070 Approving Plans and Specifications, form of Contract and Cost for the 2015 Microsurfacing Project 76015003, second by Martin. Resolution adopted 6-0.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open on the plans and specifications for the 2015 Oil Mix Streets Overlay Project. Public Works Director Nickel reviewed the project, engineer's estimate of \$475,000. The street plan for improvement was approved by the council in December. Attorney Danielson, 103, W State, representing Marone (1405 Highland Acres Road) requested to add Marone's frontage road to the list of improvements. The council did not make a motion to add the frontage road near 1405 Highland Acres Road to the list of improvements. There were no written comments. Mayor Lowrance declared the public hearing closed. Lamer moved to adopt Resolution 2015-071 Approving Plans and Specifications, form of Contract and Cost for the 2015 Oil Mix Streets Overlay Project 76015005, second by Gowdy. Resolution adopted 5-1, with Wirin dissenting.

Wirin moved to adopt Resolution 2015-072 Approving Contract and Bond for the Airport Hangar Floor Replacement Project 77013010, with Gruss Construction, LLC, in the amount of \$77,468.50, second by Lamer. Resolution adopted 6-0.

COUNCIL PROCEEDINGS
May 11, 2015

ORDINANCES:

TABLED: PUBLIC HEARING

Lamer moved to 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, until the noon council meeting on May 26, 2015, due to lack of publication of the hearing notice, second by Wirin. Motion carried 6-0.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open changes to the Zoning Ordinance regarding fence heights. Housing and Community Development Director Spohnheimer reviewed the changes, increasing the fence height from 8 to 10 feet for commercial property east of 18th Avenue. There were no written or public comments. Mayor Lowrance declared the public hearing closed.

Hoop moved to approve the third reading and adopt Ordinance #14941 Approving changes to the Marshalltown Zoning Ordinance of 2010, Regarding Chapter 4, Districts and General Regulations, regarding fence height for commercial property east of 18th Avenue, second by Schubert. Second reading adopted 4-2 with Lamer and Martin opposed.

FUTURE AGENDA ITEMS DISCUSSION:

The council discussed the following items to be addressed at a future meeting: Theisen's Home Farm Auto request for Tax Increment Financing Rebate, public hearing on Development Agreement and Amendment to Urban Renewal Plan for Area No 3 scheduled for June 8; Fisher Controls International, LLC, request to vacate and acquire public property; DT Retail Properties, LLC, request to vacate and acquire public property; Renewal of the Cable TV 28E Agreement, for five years; Renewal of the Convention & Visitor's Bureau agreement for one year; Hookah bar / tobacco permit and carry in bottle establishment; Remove two overhead street lights on North 13th Street; Award Contract 2015 Columbus Dr & Crestview Dr Project 76015002; Accept Bid 2015 Microsurfacing Project 76015003, bid opening May 14, 2015; Accept bid 2015 Oil Mix Streets Overlay Project 76015005 Bid date May 19, 2015; Plans and Specs 2015 Mill & Overlay Project 76015004; Order Construction 2015 Concrete Repair Project 76015006; Menards RISE Grant Agreement; Plans & Specs WPCP Concrete Repair Phase II Project 52013017; Amendment 1 Engineering Services Agreement-FOX Engineering, 2014 Sanitary Sewer Rehab 59014007 in the amount of \$202,840.00; March Financials.

ADJOURNMENT

The meeting adjourned at 7:21 PM.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

James L. Lowrance, Mayor

Shari L. Coughenour, CMC, City Clerk



COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET
May 11, 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:

Paul Heitman named Police Officer of the Year
Firefighters receive Annual Stair Climbing Award

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 April 27, 2015.
2. Approve Bill List in the amount of \$ 958,391.26
3. Approve February Financials
4. Motion to approve Kibbey Building Façade and Code Upgrade Grant application.
5. Resolution 2015-062 Agreeing to Receive Donation of "ECHO", Artwork from Marshall County Arts & Cultural Alliance Operating as M-PAC, located in 13th Street business area.
6. Resolution 2015-063 Authorizing Acceptance of Fire Grant SCBA replacement, FEMA, \$160,450
7. Resolution Authorizing Hiring of Police Reserve officers Mayer and Puls.
8. Resolution 2015-064 Accepting Bids and Authorize Award of Contract for the 2015 Columbus Dr & Crestview Project 76015002, with Con-Struct, Inc, in the amount of \$231,662.50.
9. Resolution 2015-065 Ordering Construction of the 2015 Mill & Overlay Project 76015004.
10. Resolution 2015-066 Approving Contract and Bond for the 2014 Sanitary Sewer Rehabilitation Project 59014007, with Hydro-Klean, LLC, in the amount of \$1,860,917.80.
11. Resolution 2015-067 Approving Agreement Amendment No 1 with Fox Engineering, regarding the Performance Edge project 52012012, in the amount of \$20,000
12. Resolution 2015-068 Approving Agreement Amendment No 1 with Fox Engineering, regarding the UltraViolet Disinfection project 52011024, in the amount of \$15,000.
13. Cigarette License – New location, existing licensee: Ariel LLC, 907 Iowa Ave E.
14. Approve Liquor Licenses: (Pending fire inspection passage)

RENEWALS: Elmwood Country Club, The Spot, Tremont on Main, Center Street Station, Walgreens, The Perfect Setting, Zeno's.

(end of consent agenda items)

REPORTS:

15. Kim Elder, Emergency Management, Marshall County emergency notification system

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.



16. Angled parking in the downtown, report of cost.

RESOLUTIONS:

PUBLIC HEARING

17. Resolution 2015-069 Approving Budget Amendment for Fiscal Year ending June 30, 2015.

PUBLIC HEARING

18. Resolution 2015-070 Approving Plans and Specifications, form of Contract and Cost for the 2015 Microsurfacing Project 76015003

PUBLIC HEARING

19. Resolution 2015-071 Approving Plans and Specifications, form of Contract and Cost for the 2015 Oil Mix Streets Overlay Project 76015005.
20. Resolution 2015-072 Approving Contract and Bond for the Airport Hangar Floor Replacement Project 77013010, with Gruss Construction, LLC, in the amount of \$77,468.50.

ORDINANCES:

21. Motion to table third reading of Ordinance 14940 until May 26 at noon, and reschedule public hearing for noon on May 26, 2015.

PUBLIC HEARING

22. Third reading 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.

PUBLIC HEARING

23. Third reading of Ordinance #14941 Approving changes to the Marshalltown Zoning Ordinance of 2010, Regarding Chapter 4, Districts and General Regulations, regarding fence height for commercial property east of 18th Avenue.

DISCUSSION: Next agenda in process

1. Theisen's Home Farm Auto request for Tax Increment Financing Rebate, public hearing on Development Agreement and Amendment to Urban Renewal Plan for Area No 3 scheduled for June 8.
2. Fisher Controls International, LLC, request to vacate and acquire public property.
3. DT Retail Properties, LLC, request to vacate and acquire public property.
4. Renewal of the Cable TV 28E Agreement, for five years.
5. Renewal of the Convention & Visitor's Bureau agreement for one year.
6. Hookah bar / tobacco permit and carry in bottle establishment
7. Remove two overhead street lights on North 13th Street
8. Award Contract 2015 Columbus Dr & Crestview Dr Project 76015002
9. Accept Bid 2015 Microsurfacing Project 76015003, bid opening May 14, 2015
10. Accept bid 2015 Oil Mix Streets Overlay Project 76015005 Bid date May 19, 2015
11. Plans and Specs 2015 Mill & Overlay Project 76015004
12. Order Construction 2015 Concrete Repair Project 76015006
13. Menards RISE Grant Agreement
14. Plans & Specs WPCP Concrete Repair Phase II Project 52013017
15. Amendment 1 Engineering Services Agreement-FOX Engineering, 2014 Sanitary Sewer Rehab 59014007 in the amount of \$202,840.00
16. March Financials

PUBLIC COMMENTS:

ADJOURNMENT:

Visit www.ci.marshalltown.ia.us

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COUNCIL PROCEEDINGS
April 27, 2015

The Marshalltown City Council met in regular session on April 27, 2015, at 5:30 PM, in the Council Chambers at City Hall. Mayor Lowrance called the meeting to order and led the Pledge of Allegiance. Present: Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin. Schubert moved to approve the agenda, second by Greer. Motion approved 7-0.

CONSENT AGENDA:

Greer moved to approve the Consent Agenda, Approve Council meeting Minutes of April 13, 2015 and Special Council Minutes of April 13, 2015; Approve Bill List in the amount of \$1,344,006.36; Receipt of Building Report for March 2015; Approve February Financials; Resolution 2015-046 Approving Animal Rescue League Agreement, 2015-2016 in the amount of \$48,000 and option to extend for 2016-2017 in the amount of \$50,000; Resolution 2015-047 Ordering Construction of the 2015 Microsurfacing Project 76015003; Resolution 2015-048 Ordering Construction of the Oil Mix Streets Overlay Project 76015005; Resolution 2015-049 Accepting Bid and Authorizing the Award of Contract for Airport Hangar Floor Replacement Project 77013010, Gruss Construction, LLC, \$77,468.50; Resolution 2015-050 Approving Airport State Funding Application, \$80,325.00, Hangar Floor Replacement Phase II Project 77013010A; Resolution 2015-051 Approving Change Order #3, WPCP Performance Edge Project 52012012, Oakview Dck, decrease of \$36,832.82; Resolution 2015-052 Approving Certificate of Completion, WPCP Performance Edge Project 52012012, Oakview Dck, Final cost of \$1,436,480.18; Resolution 2015-053 Approving Change Order #3, WPCP Ultraviolet Improvement Project 52011024, Oakview Dck, decrease of \$18,379.00; Resolution 2015-054 Approving Certificate of Completion, WPCP Ultraviolet Improvement Project 52011024, Oakview Dck, Final cost of \$716,781.00; New Cigarette Licenses: Hometown Cash Advance, 2007 S Center Street, East Side Liquor & Groceries, 1116 E Nevada Street; Approve Liquor Licenses: (Pending fire inspection passage) NEW: East Side Liquor & Groceries, 1116 E Nevada Street, Class E Liquor; Hall of Fame Concessions, Softball area, S 6th Street. Class B Beer; 2 Corner Tap, 35 N Center St, Class C Liquor; Expanded outdoor service area, TC's, N 3rd Avenue, for events. (Dates coming); Updated outdoor premise: Calvin Rocket, 2013 S Center St; Expanded outdoor service area for bike nights at Calvin Rocket, May 28, June 25, July 30, August 27; second by Wirin. Consent agenda adopted 7-0.

Schubert moved to approve outdoor service dates as requested by TC's, N 3rd Avenue, second by Gowdy. Motion carried 7-0.

REPORTS:

Kenn Vinson, representing Alliant, presented an update on the construction progress.

David Vollmer, representing Alliant, presented Alliant's Community Annual Partnership Assessment.

WPCP Superintendent Bob Ranson informed the community the Household Hazardous Waste Collection, will be held on May 16, 8 am to noon at the Water Pollution Control Plant.

Public Works Director Justin Nickel presented a 30 degree option for parking in downtown. A test block may be considered. The council asked for costs and report at the next meeting to give staff final direction.

MOTIONS:

Martin moved to approve transfer of Los Compadres 2 LLC liquor license to the Veterans Memorial Coliseum for an event on May 9, second by Schubert. Motion carried 7-0.

Wirin moved to set the budget amendment hearing for fiscal year ending June 30, 2015, for May 11, 2015, second by Lamer. Motion carried 7-0.

RESOLUTIONS:

Lamer moved to adopt Resolution 2015-055 For Future Trail Crossing, relating to the former Iowa River Railroad right of way in Marshall county, development of the former rail corridor for a multi-use recreational trail, second by Greer. Resolution adopted 6-0, with Greer abstaining due to his relationship with the Trails, LLC board.

Schubert moved to adopt Resolution 2015-056 Rejecting Bids, WPCP Concrete Repair Phase II, second by Greer. Resolution adopted 7-0.

Lamer moved to adopt Resolution 2015-057 Approving Payroll Services Agreement with ADP, five years, through May 2020, second by Greer. Resolution adopted 7-0.

Lamer moved to adopt Resolution 2015-058 Approving Resignation and Settlement Agreement, second by Wirin. Resolution adopted 7-0.

Gowdy moved to adopt Resolution 2015-059 Confirming Appointment of Brian DeMoss as City Treasurer, effective April 30, 2015, second by Martin. Resolution adopted 7-0.

PUBLIC HEARING

Mayor Lowrance opened the public hearing regarding the proposed plans and specifications for the Columbus Drive and Crestview Project 76015002. There were no public comments and no written comments received by the clerk. Mayor Lowrance declared the public hearing closed.

Gowdy moved to adopt Resolution 2015-060 Resolution Approving Plans and Specifications for the Columbus Drive and Crestview Project 76015002, second by Greer. Resolution adopted 7-0.

PUBLIC HEARING

COUNCIL PROCEEDINGS
April 27, 2015

Mayor Lowrance opened the public hearing regarding the state and federal transit funding application. There were no public comments and written comments received by the clerk. Mayor Lowrance declared the public hearing closed.

Greer moved to adopt Resolution 2015-061 Approving State and Federal Funding Application second by Wirin. Resolution adopted 7-0.

PUBLIC HEARING

Schubert moved to adopt the second reading 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 Lamer. Second reading adopted 7-0.

Hoop moved to adopt the second reading of Ordinance #14941 Approving changes to the Marshalltown Zoning Ordinance of 2010, Regarding Chapter 4, Districts and General Regulations, regarding fence height for commercial property east of 18th Avenue, second by Gowdy. Second reading adopted 6-1 with Lamer opposed.

FUTURE AGENDA ITEMS DISCUSSION:

The council discussed the following items to be addressed at a future meeting: Public artwork acceptance – 13th Street, “Echo”; Acceptance of Fire Grant SCBA replacement, FEMA, \$160,450; Authorize Police Reserves; Kibbey Building Façade and Code Upgrade Grant application; 2015 Columbus Dr & Crestview – Accept Bid, bids due April 30; 2015 Microsurfacing – Plans & Specifications, 76015003; 2015 Oil Mix Streets Overlay – Plans & Specifications, 76015005; 2015 Mill & Overlay – Order Construction, 76015004; 2014 Sanitary Sewer Rehabilitation – Approve Contract and Bond, 59014007, Hydro-Klean, LLC, \$1,860,917.80; Airport Hangar Floor Replacement – Approve Contract & Bond, 77013010, Gruss Construction, LLC, \$77,468.50; Engineering Services Amendment 1, Fox Engineering, Performance Edge project 52012012, \$20,000; Engineering Services Amendment 1, Fox Engineering, UltraViolet Disinfection project 52011024, \$15,000.

CLOSED SESSION:

At 7:08 p.m., Lamer moved to enter into closed session pursuant to Section 21.5 subsection (1) paragraph (j) OF THE CODE OF IOWA to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property, second by Greer. Motion carried 7-0.

At 7:24, Lamer moved to enter into open session, second by Greer. Motion carried 7-0. Roll call, all present. Lamer moved to authorize city staff to proceed with acquisition as discussed in closed session, second by Greer. Motion carried 7-0.

ADJOURNMENT

With no further action, the meeting adjourned at 7:25 PM.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

James L. Lowrance, Mayor

Shari L. Coughenour, CMC, City Clerk

4/16/2015

Dear City Council Members:

We have received two applications from Barb Hagstrand for 2 grants, 1 façade and 1 code. This is for the Kibbey Bldg located at 125-131 East Main St., Marshalltown. They are:

Façade Grant: The project cost for this is \$62,180, however we do not consider architectural work (\$6,000) and Overhead & Profit (\$3,180) as eligible expenses. That brings the cost down to \$53,000.

Of the remaining costs, we would reimburse a max of 25% of the total, not to exceed \$8,500 per façade. Since this building has 60 ft of frontage, it qualifies as 2 facades since 30 ft is the norm.

Math:

In order to get to the first \$8,500 or 25%, there must be \$34,000 of project cost. They have it.

\$53,000

-34,000

\$19,000 left over

Of the \$19,000 remaining, 25% of this is also reimbursable, or \$4,750 for the 2nd façade.

Total applicable grant request = \$8500 + \$4750 = \$13,250

Code Grant: The project cost for this is \$86,067, however we do not consider bldg permits (\$750) and Overhead & Profit (\$8,927) as eligible expenses. That brings the cost down to \$76,390. From this figure we have 2 reimbursement rates: One for sprinklers of \$5,875, and one for the remainder of \$70,515.

Math:

Of the \$70,515 we will reimburse 25%, not to exceed \$20,000.

\$70,515

x 25%

\$17,628

Of the \$5,875, we will reimburse 50% since it is for sprinklers.

\$5,875

x 50%

\$2,937

The total of these (17628 + 2937) is \$20,565, which exceeds the max grant amount.

Total applicable grant request = \$20,000

The MCBF Façade/Code Upgrade Grant Committee approves these applications. Note that since only \$14,776 remains in unallocated funding, the reimbursements will be made after 7/1/15 when \$50,000 will be added to the program. Project completion will be after 7/1/15 so this will not be a problem.

Doug Husch - Program Chair

Main Street Program, Façade and Code Grants - since inception

<u>Year</u>	<u>Address</u>	<u>Owner</u>	<u>Grant Amount</u>	<u>Total Investment</u>
2006	36 E Main St	Those Ink Guys	\$5,003	\$20,015
2007	219 E Main St	Bob's Furniture	\$7,110	\$30,325
2007	117 W Main St	Mike's Bikes	\$7,395	\$31,927
2008	118 W Main St	Headliner	\$5,743	\$22,973
2010	107 N Center St	Showroom Auto	\$21,698	\$179,528
2010	118 E Main St	Peglow Law	\$8,500	\$49,545
2010	101 W Main St	Devaul Inc	\$14,994	\$105,000
2010	23 W Main St	Lillie Mae, \$3060 Approved, not funded		
2010	5 W Main St	Ocean City	\$16,693	\$91,243
2011	4 E Main St	Zamora Market	\$2,688	\$50,000
2012	5 W Boone St	Anderson	\$17,400	\$160,609
2013	134 E Main St	Common Bond	\$45,500	\$8,000,000
2013	119 E Main St	Kester	\$20,000	\$160,000
2014	105 W Main St	McGregor	<u>\$12,500</u>	<u>\$180,000</u>
Totals =			\$185,224	\$9,081,165
Total allotment to date			<u>\$200,000</u>	
Unallocated Funds =			\$14,776	

Anticipated Future Needs:

128 E Main (Doo - Dahs), sprinklers, windows, tuckpointing	\$20,000
125-131 E Main St, east façade - Kibbey Bldg.	\$75,000
Foster Hawkins-Strand, Carnagan - Woodbury, Denny's Hometown	\$60,000
Other: McGregor's main bldg.	<u>\$20,000</u>
	\$175,000
	<u>divided by 4</u>
	\$43,750
Anticipated New Funds Needed =	\$50,000

Marshalltown Central Business District
Façade Improvement Program
Grant Application

April 1, 2015

Kibbey Building

Property Information:
Address: 125-131 East Main, Marshalltown, IA 50158
Current Tenant (Business Name):
Use: Zoning:

Applicant Information:
Name of Applicant: Downtown Leases & Lofts, LLC, Barb Hagstrand
Mailing Address: 19 S. 2nd Ave, Marshalltown, IA 50158
Street City, State Zip
Phone: 641-485-5362 Fax: _____ Cell: _____

Owner Information (If different from applicant information):

Name of Applicant: same

Mailing Address: _____
Street City State Zip

Phone: _____ Fax: _____ Cell: _____

see attached budget	Total estimated cost	\$ 62,180
	Grant amount requested	\$ 8,500
	Low Interest Loan amount requested	\$ Am
(Low Interest Loan Available with Participating Banks - See overview)		et al

For
Just the
north
will make
the upstairs
living space
LMI living

Amernd to 13,25
after meeting w/
applicant.

for evidence of payment. The Main Street Downtown Incentive Committee/City reserves the right to request additional information.

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

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

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

Signature of Applicant

Date

Signature of Owner

Date

Barbara Hagstrom

3-31-15

Return to:

Marshalltown CBD, Jenny Etter, Executive Director

16 E Main St Suite 280

Marshalltown, IA 50158

Phone: 641-844-2001 Fax: 641-844-2002

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

Marshalltown Central Business District/
Facade Grant Application

MCBD Facade Grant Application

April 1, 2015

Requestors: Barb Hagstrand and Jeff Mitchell, Owners- Downtown Leases & Lofts, LLC
641-485-5362 19 S 2nd Ave, Marshalltown, IA bkh91753@gmail.com

Project Location: The Kibbey building, 125-131 E Main St Marshalltown

Amount Requested: \$8,500 **Total Project Cost:** \$62,180

Description of Project :

This request is for funds to help renovate the Storefront Facade of the Kibbey building, 125-131 E Main St Marshalltown. The plan is to rehab the storefront to replicate the original historic design of 1895, which had two commercial storefront entrances, lots of glass, plus the center door to the upstairs. (See drawing and architectural plan.) When completed this addition will improve the Main Street appearance and downtown revitalization, and will offer commercial leasers a location and image they are proud of.

Proposed start date July 1, 2015.

General Contractor and Architect

Kevin Conway, President, and John Koester, Vice President, Westbrook Construction –
Their firm has recently completed the Iowa Wholesale building project and the McGregor's façade of the Blossom Building. (See attachment)

John Koester, through his own company Preservation Partner, LLC has completed seven similar historical conversion projects. (See attachment)

Brent Schipper and Michael Kastner - Architects (ASK Studio)
3716 Ingersoll Ave. Ste. A Des Moines, IA 50312 office: 515.277.6707 (See attachment)

Westbrooke Construction
7113 Douglas Ave.
Urbandale, IA 50322

Kibbey Building Façade Estimate
125-131 East Main Street
Marshalltown, IA

JOB COST WORKSHEET
DATE: 3/30/2015

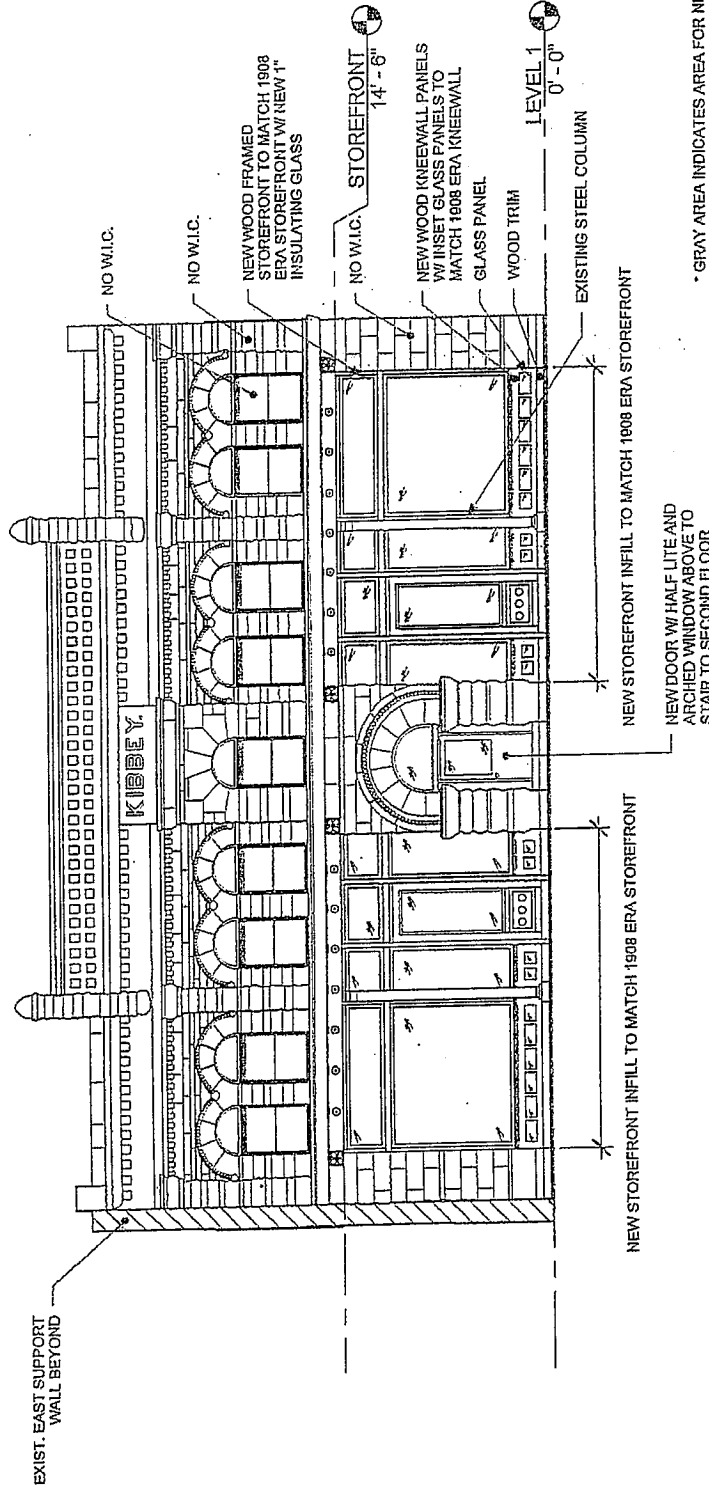
Code Upgrade	DESCRIPTION OF WORK	ORIGINAL ESTIMATE
X	Remove complete existing storefronts	7,150
X	Temporary enclosure of sidewalk	
X	Structural framing for new storefronts	
X	Replicate new storefront to original drawings	20,800
X	Set 1" insulated glass in new openings	15,000
X	Install 3 doors and hardware	8,550
X	Paint exterior	1,500
X	Subtotal	53,000
X	OH&P	3,180
X	Architectural Allowance	6,000
X	TOTAL	\$62,180

ASK Architects - DSM

$$\begin{array}{r} 33,000 \\ - 34,000 \\ \hline = 19,000 \\ \times 25\% \\ \hline 4,750 \end{array}$$

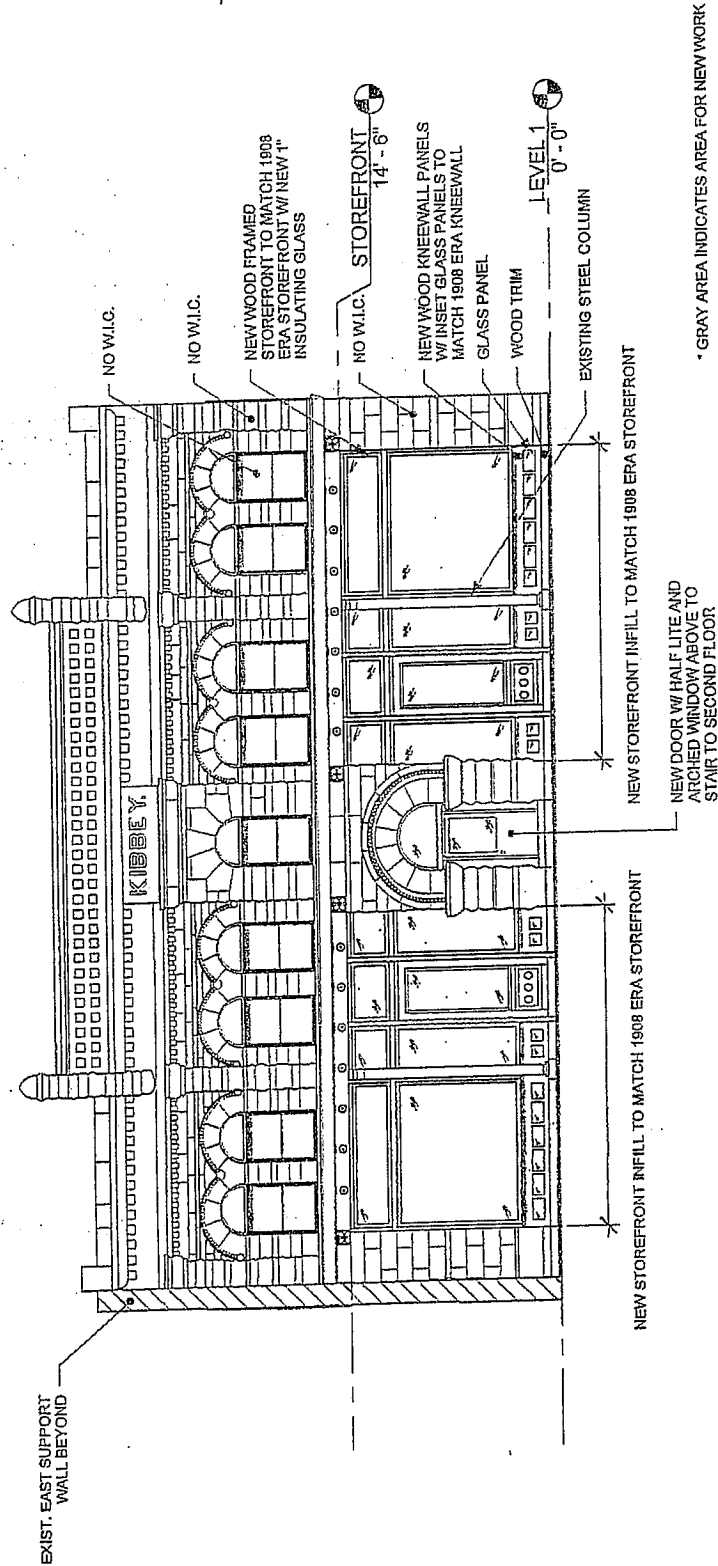
$$\begin{array}{r} 8,500 \\ 4,750 \\ \hline \$13,250 \end{array}$$

\$3,000,000 project



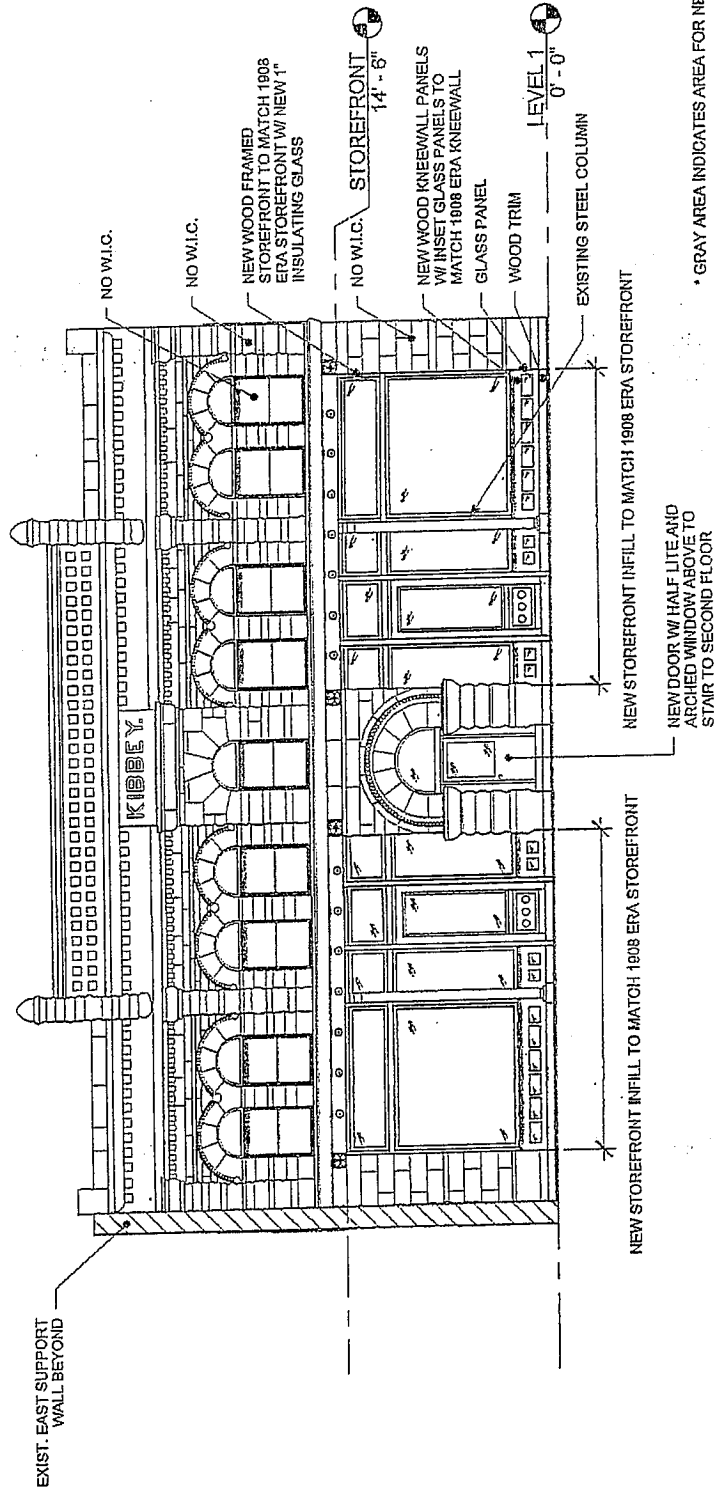
* GRAY AREA INDICATES AREA FOR NEW WORK

1 NORTH ELEVATION - PROPOSED
1/8" = 1'-0"



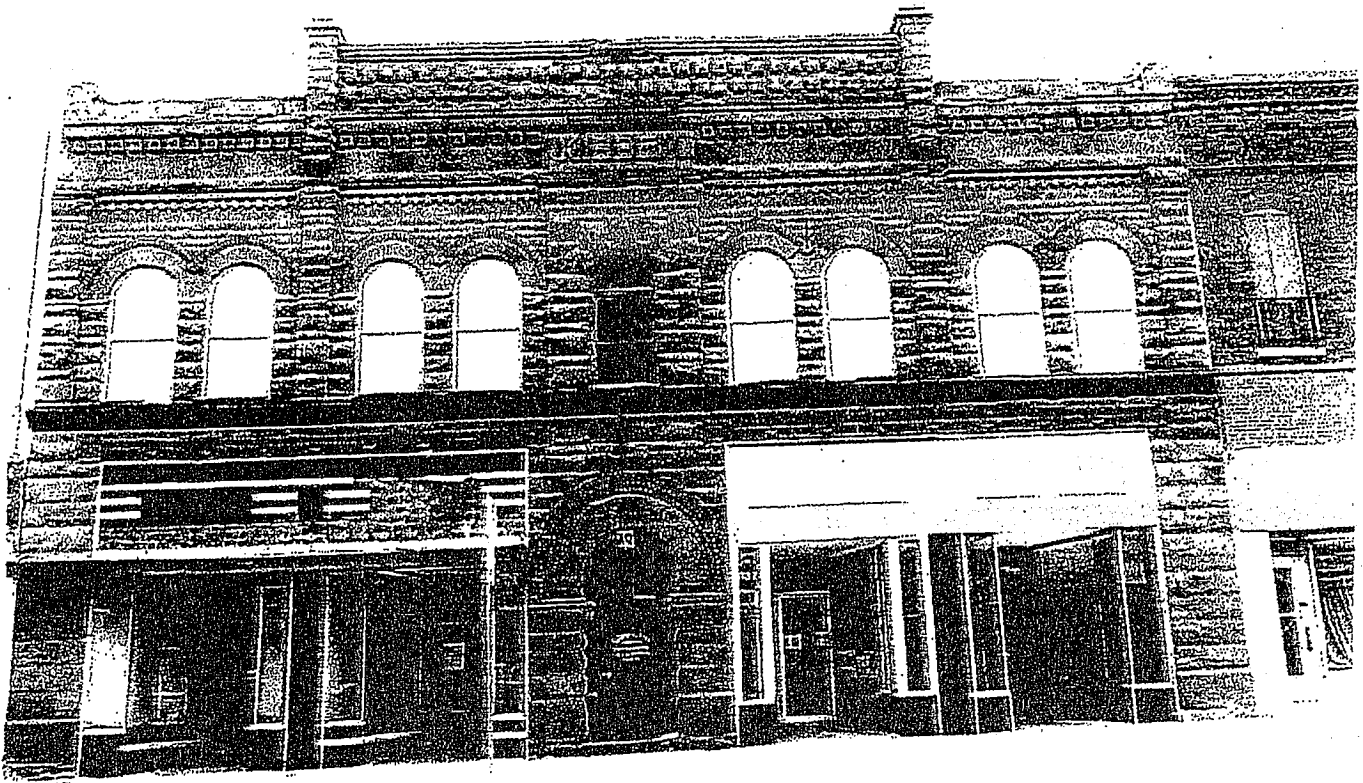
1 NORTH ELEVATION - PROPOSED
1/8" = 1'-0"

* GRAY AREA INDICATES AREA FOR NEW WORK



* GRAY AREA INDICATES AREA FOR NEW WORK

① NORTH ELEVATION - PROPOSED
1/8" = 1'-0"



03.06.2014

Kibbey front, 129 E Main St
Marshalltown Constructed 1895

*Leave upper level the same
4 Apts above
Stanley 7/1/15*

77m

RESOLUTION AGREEING TO RECEIVE DONATION OF "ECHO", ARTWORK FROM
MARSHALL COUNTY ARTS & CULTURAL ALLIANCE OPERATING AS M-PAC

WHEREAS the City has expressed its support for the display of art for the enjoyment and appreciation of the general public by Resolution 2013-146 on August 26, 2013 and Resolution 2013-186 on November 25th, 2013; and

WHEREAS the City has agreed to provide a space for the long-term placement of the artwork until 2038 and to accept donation of such works of art and to insure it at a minimal cost to the City; and

WHEREAS the cost of acquiring, placing, maintaining and eventually removal and replacing such works of art would remain private.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City does accept donation of artwork, "ECHO," selected by M-PAC in order to provide insurance coverage for its value until the Marshall County Arts & Culture Alliance requests that the City relinquish ownership back to the Marshall County Arts & Culture Alliance to allow deaccession of said works of art, at which time the art will be removed at no cost to the City and sold or exchanged by the Marshall County Arts & Culture Alliance in order to select and acquire other works of art with private funds, then placed, donated to the City and maintained according to this Resolution.

Passed this ____ day of May, 2015, and signed this ____ day of May, 2015

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Preparer

Information Curtis A. Ward, P.O. Box 908, 11 E. Church Street, Marshalltown, IA 50158, (641) 752-6413

Individual's Name

Street Address

City

Phone

Curtis A. Ward ISBA # 5836

SPACE ABOVE THIS LINE
FOR RECORDER

LEASE - BUSINESS PROPERTY - SHORT FORM

THIS AGREEMENT, made and entered into this 25th day November 2013, by and between the City of Marshalltown, Iowa ("Landlord"), whose address, for the purpose of this lease, is City Clerk, City Hall, 26 North Center, Marshalltown, Iowa 50158, and the Marshall County Arts & Culture Alliance ("Tenant"), whose address for the purpose of this lease is _____, Marshalltown, Iowa 50158.

The parties agree as follows:

1. **PREMISES AND TERM.** Landlord leases to Tenant the following real estate, situated in Marshall County, Iowa:

The existing green space located upon Lot 2 of Lot 1 of the Southeast Quarter of the Southwest Quarter of Section 27, Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa, except the North 231 feet thereof

together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term beginning on the ____ day of _____, 2013, and continuing until the ____ day of _____, 2038, upon the condition that Tenant performs as provided in this lease.

2. **RENT.** Tenant agrees to pay Landlord as rent \$1.00 per year, payable in advance, during the term of this lease. Tenant shall also pay: repairs, maintenance or alterations required for its use and to keep the premises safe.

All sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing. Delinquent payments shall draw interest at 6 % per annum.

3. **POSSESSION.** Tenant shall be entitled to possession on the first day of the lease term, and shall yield possession to Landlord at the termination of this lease.

4. **USE.** Tenant shall use the premises only for use associated with displaying art for the enjoyment of the general public. Except for brief temporary periods necessitated by repairs or maintenance, the property shall remain open to the public for its use and enjoyment. Landlord reserves its right to come onto the premises for the purpose of repairing and maintaining any public utilities or services located over, under or across the leased premises. Tenant shall obey all local, state and federal laws.

5. CARE AND MAINTENANCE.

(a) Tenant takes the premises as is, except as herein provided.

(b) Landlord shall keep the snow and ice removed from parking areas surrounding the site and will maintain the parking lot surface. Landlord shall not be liable for failure to make any repairs or replacements unless Landlord fails to do so within a reasonable time after written notice from Tenant.

(c) Tenant shall maintain the premises in a reasonable safe, serviceable, clean and presentable condition, and except for the repairs and replacements provided to be made by Landlord in subparagraph. Tenant may replace the current grass surface with some other suitable surface material and make other improvements necessary to incorporate the art work into the site.

6. **UTILITIES AND SERVICES.** Tenant shall pay for all utilities and services which may be used on the premises, except the following to be furnished by Landlord: see additional provisions under paragraph 18. Landlord

shall not be liable for damages for failure to perform as herein provided, or for any stoppage for needed repairs or for improvements or arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.

7. SURRENDER. Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant. Continued possession, beyond the term of this Lease and the acceptance of rent by Landlord shall constitute a month-to-month extension of this lease.

8. ASSIGNMENT AND SUBLETTING. No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld.

9. INSURANCE.

A. PROPERTY INSURANCE. Landlord and Tenant each agree to insure their respective real and personal property for the full insurable value. Any art work placed upon the premises which is owned by the Landlord shall be insured by the Landlord. Any other fixtures or personal property shall remain property of the Tenant and be insured by the Tenant. Such insurance shall cover losses included in the Insurance Services Office Broad Form Causes of Loss (formerly fire and Landlord and Tenant waive all rights of recovery against each other.

B. LIABILITY INSURANCE. Landlord shall provide commercial general liability insurance for the premises as part of its insurance of the parking lot area in the amounts of not less than \$100,000 each occurrence and \$100,000 annual aggregate per location. This policy shall be endorsed to include the Tenant as an additional insured.

10. LIABILITY FOR DAMAGE. Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents or employees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

11. INDEMNITY Except for any negligence of Tenant, Landlord will protect, defend, and indemnify Tenant against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant.

12. DAMAGE. Not applicable.

13. MECHANICS' LIENS. Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises.

14. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

EVENTS OF DEFAULT

A. Each of the following shall constitute an event of default by Tenant: (1) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the lease; (2) abandonment of the premises. "Abandonment" means the Tenant has failed to place works of art on the premises for more than one year.

NOTICE OF DEFAULT

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365 day period.

REMEDIES

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

15. **SIGNS.** Any signage upon the premises shall conform to local ordinances.

16. **NOTICES AND DEMANDS.** All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.

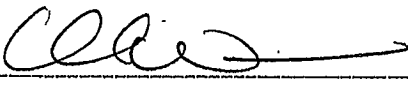
17. **PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

18. **ADDITIONAL PROVISIONS.** This lease shall terminate within thirty days written notice delivered to the other party at the option of either party in the event there is no art work on display for a continuous period of one year.

The Landlord shall provide utility service for display lighting and water features purchased, installed and maintained by Tenant.

TENANT

MARSHALL COUNTY ARTS & CULTURE ALLIANCE

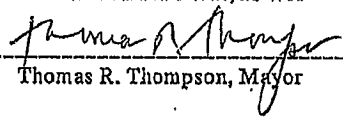
By: 

Chad Weir, President

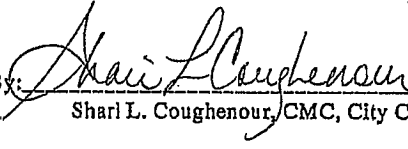
By: _____

LANDLORD

CITY OF MARSHALLTOWN, IOWA

By: 

Thomas R. Thompson, Mayor

By: 

Shari L. Coughenour, CMC, City Clerk

RESOLUTION REAFFIRMING CITY POLICY TO SUPPORT AND PROMOTE PUBLIC ART THROUGH THE MARSHALL COUNTY ARTS & CULTURE ALLIANCE, SETTING PUBLIC HEARING FOR LEASE OF CITY PROPERTY TO DISPLAY ART FOR THE ENJOYMENT AND APPRECIATION OF THE PUBLIC AND AGREEING TO RECEIVE DONATION OF ARTWORKS ON CERTAIN CONDITIONS DESCRIBED HEREIN

WHEREAS the City has expressed its support for the display of art for the enjoyment and appreciation of the general public by Resolution 2013-146 on August 26, 2013; and

WHEREAS the Marshall County Arts & Culture Alliance has established the Marshalltown Public Art Committee (M-PAC) whose mission is to enhance the aesthetic environment of the City of Marshalltown by including works of art, public art, art concepts and art places in the City, at a minimal cost to the City; and

WHEREAS the City has been asked to provide a space for the long-term placement of works of art acquired by private and donated funds, to accept donation of such works of art and to insure it at a minimal cost to the City; and

WHEREAS the entire responsibility for selection of such works and the cost of selecting, acquiring, placing, maintaining and eventually removing and replacing such works of art would remain private.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City of Marshalltown does hereby reaffirm its support for the promotion of public art.

IT IS FURTHER RESOLVED that the City hereby sets a public hearing for approval of the long-term lease of public property for a green space constructed within the parking lot at 13th Street and Summit Street, on the terms set forth in the attached proposed lease, to be held on the 25th day of November, 2013, at 5:30 p.m., in Council Chambers.

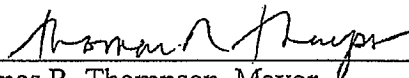
IT IS FURTHER RESOLVED that the City agrees that upon approval of the attached lease, certain works of art acquired by the Marshall County Arts & Culture Alliance may be placed upon the green space described therein, and maintained at no cost to the City except as may be outlined in the lease.

IT IS FURTHER RESOLVED that the City agrees to accept donation of such works of art selected and approved by M-PAC in order to provide insurance coverage for its value until the Marshall County Arts & Culture Alliance requests that the City relinquish ownership back to the Marshall County Arts & Culture Alliance to allow deaccession of said works of art, at which time the art will be removed at no cost to the City and sold or exchanged by the Marshall County Arts & Culture Alliance in order to select and acquire other works of art with private funds, then placed, donated to the City and maintained according to this Resolution.

2013.

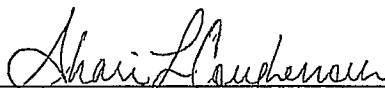
Passed this 25th day of November, 2013, and signed this 27th day of November,

CITY OF MARSHALLTOWN, IOWA



Thomas R. Thompson, Mayor

ATTEST:



Shari L. Coughenour, CMC, City Clerk

Affidavit of Publication

STATE OF IOWA,
Marshall County, ss.

City of Marshalltown

Public Notice for a Tentative Resolution for a proposed long term lease for the display of art

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

One

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

Nov. 12, 2013

Statutory fees for publishing said notice are:

16.02

Diane K Caloud

Sworn to before me and subscribed in my presence by the said Diane Caloud this Thirteenth Day of Nov., 2013

Sandra Plummer

Sandra Plummer, Notary Public

Marshall County, Iowa

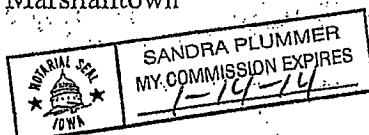
Commission No. 766297

Commission Expires January 14, 2014

Account No. and Account Name

L02000

City of Marshalltown



PUBLIC NOTICE

NOTICE OF PUBLIC HEARING

PUBLIC NOTICE is hereby given that there is now on file in the Office of the Clerk of the CITY OF MARSHALLTOWN, IOWA, a Tentative Resolution wherein it is proposed a long term lease for the display of art for the enjoyment and appreciation of the general public in the following described properties in Marshalltown, Marshall County, Iowa, generally and legally described as:

The existing green space located upon the parking lot at 13th Street and Summit Street, located entirely within Lot 2 of Lot 1 of the Southeast Quarter of the Southwest Quarter of Section 27, Township 84 North, Range 18 West of the 5th P.M., Marshall County.

From the City Of Marshalltown to Marshall County Arts & Culture Alliance of Marshalltown. The consideration for the long term lease is donation of works of art to be insured at a minimal cost to the city.

The final action on the Tentative Resolution now on file will be taken at a meeting of the City Council to be held in the City Council Chambers, City Hall, 10 W State Street, on the 25th day of November, 2013, at 5:30 PM, Central Standard Time, at which time and place hearing will be had or comments made in writing or orally at said hearing to the proposal and the Council will take final action on the resolution now on file.

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

Shari L. Coughenour, CMC, City Clerk of Marshalltown Iowa.

15978

TAW

**RESOLUTION AUTHORIZING ACCEPTANCE OF A FEDERAL EMERGENCY
MANAGEMENT AGENCY (FEMA) ASSISTANCE TO FIREFIGHTERS GRANT (AFG)
IN THE AMOUNT OF \$160,450 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 applied for an AFG grant in the amount of \$176,494 in 2014; and

WHEREAS the Federal Emergency Management Agency (FEMA) has awarded the City of Marshalltown an AFG grant in the amount of \$160,450, for the purposes of replacing Fire Department SCBA; and

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

**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 \$160,450 grant from FEMA, to be used for replacing fire department SCBA's.

Section 2. Attached hereto is the award letter, 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 May, 2015 and signed this ____ day of May, 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

U.S. Department of Homeland Security
Washington, D.C. 20472



FEMA

Mr. David Rierson
City of Marshalltown
25 N. Center St.
Marshalltown, Iowa 50158-4911

Re: Award No.EMW-2014-FO-00565

Dear Mr. Rierson:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2014 Assistance to Firefighters Grant has been approved in the amount of \$160,450.00. As a condition of this award, you are required to contribute a cost match in the amount of \$16,044.00 of non-Federal funds, or 10 percent of the Federal contribution of \$160,450.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the Assistance to Firefighters Grant Programs' e-grant system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo
- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2014 Assistance to Firefighters Grant Funding Opportunity Announcement.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Prior to requesting Federal funds, all recipients are required to register in the System for Award Management (SAM.gov). As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at <https://www.sam.gov/portal/public/SAM/>. It is your entity's responsibility to have a valid DUNS number at the time of registration.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go to <https://portal.fema.gov> to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your period of performance has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

Step 2: If you accept your award, you will see a link on the left side of the screen that says "Update 1199A" in the Action column. Click this link. This link will take you to the SF-1199A, Direct Deposit Sign-up Form. Please

complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit the form electronically. Then, using the Print 1199A Button, print a copy and take it to your bank to have the bottom portion completed. Make sure your application number is on the form. After your bank has filled out their portion of the form, you must fax a copy of the form to FEMA's SF-1199 Processing Staff at 301-998-8699. You should keep the original form in your grant files. After the faxed version of your SF 1199A has been reviewed you will receive an email indicating the form is approved. Once approved you will be able to request payments online. If you have any questions or concerns regarding your 1199A, or the process to request your funds, please call (866) 274-0960.

Sincerely,



Brian E. Kamoie
Assistant Administrator for Grant Programs

RAW

2015-

RESOLUTION AUTHORIZING HIRING OF
POLICE RESERVE OFFICERS

WHEREAS the Police Department of the City of Marshalltown continues to Maintain a Police Reserve Force and desires to hire two new officers, and it is in the best interest of the City to do so.

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

Section 1. The Chief of Police is authorized to hire Christopher Mayer and Cale Puls as police reserve officers and the hiring of said officers, and allowing them to carry weapons in the line of duty, shall be consider confirmed by the City Council.

Passed this 11th day of May, 2015, and and signed this __ day of May, 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance. Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



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

DEPARTMENT OF PUBLIC WORKS

May 5, 2015

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

From: Justin Nickel
Director of Public Works

Re: Award Construction Contract – Con-struct Inc. for Columbus Drive and Crestview Drive Repair Project (760150002) amount of \$231,662.50.

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

Recommendation: Staff recommends awarding the construction contract to Con-struct Inc. for the Columbus and Crestview project for an amount equal to \$231,662.50. The Engineers Estimate of probable cost was \$236,814.60.

Background: Construction includes removal of failed asphalt, subgrade stabilization using geogrid fabric, installation of stone sub-base and repaving the street with asphalt five inches thick, twenty four feet wide.

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

Attachment: Agreement.

cc: Randy Wetmore, City Administrator

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



RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT
FOR 2015 COLUMBUS DRIVE AND CRESTVIEW DRIVE REPAIR PROJECT IN THE
CITY OF MARSHALLTOWN, IOWA BEING PROJECT NO. 76015002
IN THE AMOUNT OF \$231,662.50

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the 2015 Columbus Drive and Crestview Drive Repair Project, being Project No.76015002, in the City of Marshalltown, as described in the plans and specifications therefore, and

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

<u>Name and Address of Bidders</u>	<u>Amount of Bid</u>
Con-Struct Inc. Marshalltown IA	\$231,662.50
OMG Midwest Inc, dba Cessford LeGrand IA	\$246,466.45

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

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

Section 1. That the bid of Con-Struct Inc., and the same is hereby accepted for the construction of the improvement as described in the plans and specifications therefore, as previously ordered by the Council, and that the contract for the construction of same is now awarded to said contractor in the total amount two hundred thirty one thousand six hundred sixty two and .50/100=====\$231,662.50) 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 11th day of May 2015, and signed this __ day of May 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

BID TABULATION

PRJ NO. 76015002

2015 Columbus Dr. & Crestview Dr. Repair Project

Bidder: Con-Stuct Inc.
Marshalltown, IA

Bidder: OMG Midwest Inc.,
dba Cessford Const. Co.
LeGrand, IA

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	EXCAVATION, CLASS 13	CY	1,389	\$8.00	\$11,112.00	\$12.50	\$17,362.50	\$12.76	\$17,723.64
2	TRIAX GEOGRID FABRIC	SY	3,956.0	\$6.00	\$23,736.00	\$5.00	\$19,780.00	\$5.10	\$20,175.60
3	8" CHOKE STONE SUBBASE	SY	3,956.0	\$9.00	\$35,604.00	\$12.00	\$47,472.00	\$12.24	\$48,421.44
4	HMA; 3", 3/4" BASE MIX & 2", 1/2" SURFACE MIX and ASPHALT BINDER, PG 64-22	SY	3,956.0	\$26.50	\$104,834.00	\$33.00	\$130,548.00	\$30.78	\$121,765.68
5	MANHOLE BOXOUT	EA	5	\$1,500.00	\$7,500.00	\$1,800.00	\$9,000.00	\$1,836.73	\$9,183.65
6	CONSTRUCTION SURVEY	LS	1	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$1,020.41	\$1,020.41
7	TRAFFIC CONTROL	LS	1	\$10,000.00	\$10,000.00	\$1,500.00	\$1,500.00	\$11,811.36	\$11,811.36
8	MOBILIZATION	LS	1	\$20,000.00	\$20,000.00	\$5,000.00	\$5,000.00	\$16,364.67	\$16,364.67
					Totals		\$215,286.00		
					10% Contingency		\$21,528.60		
					Project Total + Contingency		\$236,814.60		
							\$231,662.50		\$246,466.45



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

April 21, 2015

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

From: Justin Nickel
Director of Public Works

Re: Order Construction – 2015 Mill & Overlay Project

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

Recommendation: Staff recommends approving the Resolution ordering construction of the 2015 Mill & Overlay Project

Background: City Staff has prepared plans for pavement overlay of streets in the Hilltop area, as well as, . The project includes application of an overlay to streets treated in 2013

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

Attachment: None

cc: Randy Wetmore, City Administrator

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



Taw

RESOLUTION ORDERING CONSTRUCTION OF THE 2015 MILL AND OVERLAY 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 76015004

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 Mill and Overlay, Project No. 76015004, in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No. 76015004, 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 Mill and Overlay Project in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. 76015004 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 Mill and Overlay 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 11th day of May 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 28th day of May 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 8th day of June, 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 27th day of April 2015, and signed this _____ day of April 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

RSD

RESOLUTION APPROVING CONTRACT AND BOND FOR CONSTRUCTION OF THE
2014 SANITARY SEWER REHABILITATION IN THE CITY OF MARSHALLTOWN,
IOWA, BEING PROJECT NO. 59014007 IN THE AMOUNT OF \$1,860,917.80

WHEREAS the City of Marshalltown, Iowa, did by resolution duly adopted by the Council, accept the bid of Hydro-Klean LLC of Des Moines, Iowa, for construction of the 2014 Sanitary Sewer Rehabilitation 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 Hydro-Klean, LLC. of Des Moines, 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 Hydro-Klean LLC 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. 59014007, the 2014 Sanitary Sewer Rehabilitation 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 11th day of May, 2015, and signed this _____ day of May 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

222

RESOLUTION APPROVING CONTRACT AND BOND FOR CONSTRUCTION OF THE
AIRPORT HANGER FLOOR REPLACEMENT
IN THE CITY OF MARSHALLTOWN, IOWA,
BEING PROJECT NO. 77013010 IN THE AMOUNT OF \$77,468.50

WHEREAS the City of Marshalltown, Iowa, did by resolution duly adopted by the Council, accept the bid of Gruss Construction LLC., of Cumming, IA, for construction of the Airport Hanger Floor Replacement 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 Gruss Construction LLC., of Cumming, IA, has executed a contract for the construction of said improvement and has filed its construction bond covering the full amount of said improvement with adequate sureties thereon, and that the said contract is now before this Council for final approval.

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

That the contract of Gruss Construction LLC., 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. 77013010, the Airport Hanger Floor Replacement 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 11th day of May 2015, and signed this _____ day of May 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Rdw

RESOLUTION APPROVING AGREEMENT AMENDMENT NO. 1 BY
AND BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND
FOX ENGINEERING ASSOCIATES, INC. FOR ENGINEERING SERVICES
FOR WPCP PERFORMANCE EDGE PROJECT
BEING PROJECT NO. 52012012 IN THE AMOUNT OF \$20,000.00

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed agreement amendment number 1, in the amount of \$20,000.00 dollars, by and between the City of Marshalltown, Iowa, and Fox Engineering Associates, Inc. relative to providing additional engineering services for the WPCP Performance Edge Project, Being Project No. 52012012.

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 Fox Engineering Associates, Inc. relative to WPCP Performance Edge Project, in the amount of \$20,000.00 dollars, being Project No. 52012012, 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 11th day of May, 2015, and signed this _____ day of May, 2015.

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 10, 2012.

AMENDMENT NO. 1 TO OWNER-ENGINEER AGREEMENT

1. Background Data:

- a. Effective Date of Owner-Engineer Agreement: July 10, 2012
- b. Owner: City of Marshalltown, Iowa
- c. Engineer: FOX Engineering Associates, Inc.
- d. Project: 52012012 - WPCP Energy Improvements

2. Nature of Amendment *[Check those that are applicable and delete those that are inapplicable.]*

- X Additional Services to be performed by Engineer
- ___ Modifications to Services of Engineer
- ___ Modifications to Responsibilities of Owner
- X Modifications to Payment to Engineer
- ___ Modifications to Time(s) for rendering Services
- ___ Modifications to other terms and conditions of the Agreement

3. Description of Modifications

Attachment 1, "Modifications"

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is March 13, 2015.

OWNER:

City of Marshalltown, Iowa

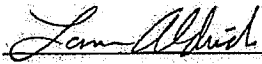
By: _____

Title: _____

Date Signed: _____

ENGINEER:

FOX Engineering Associates, Inc.

By: 

Title: Principal

Date Signed: March 13, 2015

This is **Attachment 1**, consisting of 1 page, to
Amendment No. 1, dated March 13, 2015.

Modifications

1. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
 - a. Provide as "Additional Services" for Construction administration services past the Substantial Completion Date.
 - b. Provide as "Additional Services" for Construction administration services past the Final Completion Date.
2. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

a. Construction (past Substantial) – lump sum:	\$10,724.00
b. Construction (past Final) – hourly, not to exceed:	\$9,276.00
c. Total	\$20,000.00

Rdw

RESOLUTION APPROVING AGREEMENT AMENDMENT NO. 1 BY
AND BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND
FOX ENGINEERING ASSOCIATES, INC. FOR ENGINEERING SERVICES
FOR WPCP ULTRAVIOLET DISINFECTION REPLACEMENT PROJECT
BEING PROJECT NO. 52011024 IN THE AMOUNT OF \$15,000.00

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed agreement amendment number 1, in the amount of \$15,000.00 dollars, by and between the City of Marshalltown, Iowa, and Fox Engineering Associates, Inc. relative to providing additional engineering services for the WPCP Ultraviolet Disinfection Replacement Project, Being Project No. 52011024.

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 Fox Engineering Associates, Inc. relative to WPCP Ultraviolet Disinfection Replacement Project, in the amount of \$15,000.00 dollars, being Project No. 52011024, 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 11th day of May, 2015, and signed this _____ day of May, 2015.

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 14, 2013.

AMENDMENT NO. 1 TO OWNER-ENGINEER AGREEMENT

1. Background Data:

- a. Effective Date of Owner-Engineer Agreement: January 14, 2013
- b. Owner: City of Marshalltown, Iowa
- c. Engineer: FOX Engineering Associates, Inc.
- d. Project: 52011024 - WPCP Ultraviolet Disinfection Replacement

2. Nature of Amendment *[Check those that are applicable and delete those that are inapplicable.]*

- X Additional Services to be performed by Engineer
- ___ Modifications to Services of Engineer
- ___ Modifications to Responsibilities of Owner
- X Modifications to Payment to Engineer
- ___ Modifications to Time(s) for rendering Services
- ___ Modifications to other terms and conditions of the Agreement

3. Description of Modifications

Attachment 1, "Modifications"

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is March 13, 2015.

OWNER:

City of Marshalltown, Iowa

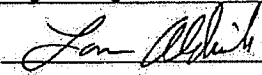
By: _____

Title: _____

Date Signed: _____

ENGINEER:

FOX Engineering Associates, Inc.

By: 

Title: Principal

Date Signed: March 13, 2015

This is **Attachment 1**, consisting of 1 page, to
Amendment No. 1, dated March 13, 2015.

Modifications

1. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
 - a. Provide as "Additional Services" for Construction administration services past the Substantial Completion Date.
 - b. Provide as "Additional Services" for Construction administration services past the Final Completion Date.
2. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

a. Construction (past Substantial) – lump sum:	\$7,197.00
b. Construction (past Final) – hourly, not to exceed:	\$7,803.00
c. Total	\$15,000.00

Tase

Main Street Pavement Marking Cost	
Item	Cost
Pavement Markings (Removal)	\$3,700.00
Pavement Markings (Placement)	\$64.96
Signs	\$139.10
Labor:	
Pavement Markings: 2 Laborers @ 8hrs Each	\$612.16
Sign Placement: 2 Laborers @ 1hr Each	
Total:	\$4,516.22
Total with 10%:	\$4,967.84

64-611

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION

To the Auditor of MARSHALL County, Iowa:

The City Council of Marshalltown in said County/Counties met on May 11, 2015, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. thereupon, the following resolution was introduced.

RESOLUTION No. _____

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE: 2015

(AS AMENDED LAST ON February 9, 2015.)

Be it Resolved by the Council of the City of Marshalltown

Section 1. Following notice published April 29, 2015

and the public hearing held, May 11, 2015 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	10,397,290	0	10,397,290
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	10,397,290	0	10,397,290
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	1,246,643	0	1,246,643
Other City Taxes	6	4,594,795	102,000	4,696,795
Licenses & Permits	7	197,850	105,000	302,850
Use of Money and Property	8	221,861	-53,977	167,884
Intergovernmental	9	10,213,748	-505,265	9,708,483
Charges for Services	10	7,013,791	1,667,002	8,680,793
Special Assessments	11	15,000	-270	14,730
Miscellaneous	12	1,358,436	753,459	2,111,895
Other Financing Sources	13	38,616,939	-13,873,805	24,743,134
Total Revenues and Other Sources	14	73,876,353	-11,805,856	62,070,497
Expenditures & Other Financing Uses				
Public Safety	15	9,222,783	-21,013	9,201,770
Public Works	16	4,237,304	188,052	4,425,356
Health and Social Services	17	1,646,795	282,815	1,929,610
Culture and Recreation	18	2,906,224	-27,674	2,878,550
Community and Economic Development	19	4,339,597	-2,550,670	1,788,927
General Government	20	1,844,492	-372,920	1,471,572
Debt Service	21	3,415,195	0	3,415,195
Capital Projects	22	19,748,017	-14,509,388	5,238,629
Total Government Activities Expenditures	23	47,360,407	-17,010,798	30,349,609
Business Type / Enterprises	24	14,145,639	-1,769,892	12,375,747
Total Gov Activities & Business Expenditures	25	61,506,046	-18,780,690	42,725,356
Transfers Out	26	15,116,939	-373,540	14,743,399
Total Expenditures/Transfers Out	27	76,622,985	-19,154,230	57,468,755
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	28	-2,746,632	7,348,374	4,601,742
Beginning Fund Balance July 1	29	17,083,906	0	17,083,906
Ending Fund Balance June 30	30	14,337,274	7,348,374	21,685,648

Passed this _____ day of _____
(Day) (Month/Year)

Signature
City Clerk/Finance Officer

Signature
Mayor

Tmw

RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND COST FOR THE 2015 MICROSURFACING PROJECT, IN THE
CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. 76015003

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 Microsurfacing, Project No. 76015003 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. 76015003, being the 2015 Microsurfacing Project in the city of Marshalltown, Iowa.

Passed this 11th day of May 2015, and signed this _____ day of May 2015.

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Affidavit of Publication

STATE OF IOWA,
Marshall County, ss.

City of Marshalltown

Official Notice of Hearing and Letting 2015
Microsurfacing Project # 76015003

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

One

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

May 1, 2015

Statutory fees for publishing said notice are:

141.86

Kenna Jo Lanbertsen

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

Sandra Plummer
Sandra Plummer, Notary Public

Marshall County, Iowa

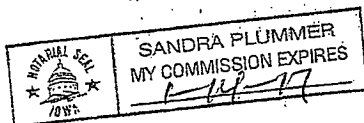
Commission No. 766297

Commission Expires January 14, 2017

Account No. and Account Name

L02000

City of Marshalltown



Legals PUBLIC NOTICE

CITY OF
MARSHALLTOWN, IOWA
OFFICIAL NOTICE OF
HEARING AND LETTING.

2015 MICROSURFACING
PROJECT
PROJECT NO. 76015003

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE 2015 MICROSURFACING 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 11th day of May, 2015, in the Council Chambers, Second Floor of 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. 76015003. The 2015 Microsurfacing Project now on file in the office of the City Clerk and at said hearing any interested person may appear and file objection thereto or to the bidding process.

Sealed proposals 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 14th day of May, 2015, for the construction of the 2015 Microsurfacing Project as described in the plans and specifications for Project No. 76015003, 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 26th day of May, 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 Microsurfacing Project in Marshalltown, Iowa as shown in the plans and specifications for Project No. 76015003, the 2015 Microsurfacing 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:

ITEM NO.	DESCRIPTION	QUANTITY
1	CLEANING AND FILLING CRACKS FOR HMA	
2	MILE	2.4
3	HOT MIX ASPHALT FOR CRACK FILLING	
4	TON	2.0
5	FILLER MATERIAL (HMA SURFACES)	
6	GAL	1,550.0
7	PREPARATION OF SURFACE FOR MICROSURFACING	
8	MILE	2.4
9	AGGREGATE FOR MICROSURFACING	
10	TON	500.0
11	EMULSIFIED ASPHALT	

FOR MICROSURFACING	
GAL	14,700.0
7 PAINTED PAVEMENT MARKINGS	
STA	378.1
8 PAINTED PAVEMENT SYMBOLS	
EA	88
9 TRAFFIC CONTROL	
LS	1
10 MOBILIZATION	
LS	1

All work is to be done in strict compliance with the Plans and Specifications for said Project No. 76015003 as proposed by the City Engineer.

The work shall begin without unnecessary delay and shall be completed by August 13th 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 proceeding the actual loss suffered by City if the Work is not completed on time.

Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City according to the following schedule:

Substantial Completion	
Liquidated Damages	\$600.00
Final Completion	
Liquidated Damages	\$300.00

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.

CITY OF
MARSHALLTOWN, IOWA
By
Shari L. Coughenour,
CMC, City Clerk
18951

7240

RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND COST FOR THE 2015 OIL MIX STREETS OVERLAY PROJECT, IN THE
CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO.76015005

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 Oil Mix Streets Overlay, Project No. 76015005, 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. 76015005, being the 2015 Oil Mix Streets Overlay Project in the city of Marshalltown, Iowa.

Passed this 11th day of May 2015, and signed this _____ day of May 2015.

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Affidavit of Publication

STATE OF IOWA,
Marshall County, ss.

City of Marshalltown
Official Notice of Hearing and Letting 2015 Oil Mix
Streets overlay project Project # 76015005

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

One

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

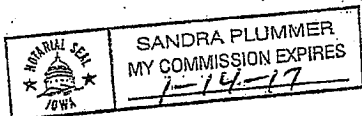
Statutory fees for publishing said notice are:
137.28

Kenna Jo Lanbertsen

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

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

Account No. and Account Name
L02000 City of Marshalltown



PUBLIC NOTICE

CITY OF
MARSHALLTOWN, IOWA
OFFICIAL NOTICE OF
HEARING AND LETTING

2015 OIL MIX STREETS
OVERLAY PROJECT
PROJECT NO. 76015005

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE 2015 OIL MIX STREETS OVERLAY 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 11th day of May, 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. 76015005, the 2015 Oil Mix Streets Overlay Project now on file in the office of the City Clerk and at said hearing any interested person may appear and file objection thereto or to the bidding process.

Sealed proposals 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 19th day of May, 2015 for the construction of the Oil Mix Streets Overlay Project as described in the plans and specifications for Project No. 76015005, and which 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 on the 26th day of June, 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 Oil Mix Streets Overlay Project in Marshalltown, Iowa as shown in the plans and specifications for Project No. 76015005, 2015 Oil Mix Streets Overlay 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:

ITEM NO.	DESCRIPTION	QUANTITY
1	12" Reclamation w/ Class C Fly Ash & Shaping	
2	Pavement Scarification, Edge Milling	
3	Hot Mix Asphalt, 1 1/2" Mix, Leveling Course & 2" Depth Surface Course w/ Binder	
4	Concrete Drive, M-4, 6" thick, Remove & Replace	
5	Manhole Riser Rings	
6	Manhole Frame Adjustment	

Substantial Completion
Liquidated Damages\$600.00

Final Completion
Liquidated Damages\$300.00

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

funded 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.

CITY OF
MARSHALLTOWN, IOWA
By
Shari L. Coughenour,
CMC, City Clerk
-----18952

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 19th day of May, 2015 for the construction of the Oil Mix Streets Overlay Project as described in the plans and specifications for Project No. 76015005, and which 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 on the 26th day of June, 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 Oil Mix Streets Overlay Project in Marshalltown, Iowa as shown in the plans and specifications for Project No. 76015005, 2015 Oil Mix Streets Overlay 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:

ITEM NO.	DESCRIPTION	UNIT	QUANTITY
1	12" Reclamation w/ Class C Fly Ash & Shaping	SY	4,000
2	Pavement Scarification, Edge Milling	LF	1,075
3	Hot Mix Asphalt, 1/2" Mix, Leveling Course & 2" Depth Surface Course w/ Binder	TON	3,300
4	Concrete Drive, M-4, 6" thick, Remove & Replace	SF	650
5	Manhole Riser Rings	EA	20
6	Manhole Frame Adjustment w/ Boxout	EA	1
7	Traffic Control	LS	1
8	Mobilization	LS	1

All work shall be done in strict compliance with the Plans and Specifications for said Project No. 76015005 as proposed by the City Engineer.

The work shall begin without unnecessary delay and shall be completed by September 30th 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 proceeding the actual loss suffered by City if the Work is not completed on time.

Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City according to the following schedule:

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.

A deposit of \$25 per paper set of Bidding Requirements and Contract Documents will be charged, all of which will be re-

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.

CITY OF MARSHALLTOWN, IOWA

Shari L. Coughenour,
CMC, City Clerk

18952

unsubstantiated

NPH request to publish 5/15/15 for JBS - please confirm receipt

From : Michelle Spohnheimer <mspohnheimer@ci.marshalltown.ia.us>
Subject : NPH request to publish 5/15/15 for JBS - please confirm receipt
To : TR Legals <trlegals@timesrepublican.com>
Cc : Shari Coughenour <scoughenour@ci.marshalltown.ia.us>

Thu, May 07, 2015 03:06 PM

 1 attachment

Russ, please publish the following Friday, May 15th to make up for the one we seem to be missing.
Thanks

NOTICE OF PUBLIC HEARING

You are hereby notified that the Marshalltown City Council is considering rezoning parcels owned by JBS USA, LLC, to M2 Heavy Industry from R3 Medium Density Residential. The parcel numbers being considered are:

07-25-328-003, 07-25-328-004, 07-25-328-014, 07-25-328-017 and 07-25-328-018
commonly known as the properties along N. 10th Avenue between Lee St. and Swayze St. and 404 N. 11th Avenue.

You are hereby notified that the Council has fixed May 26, 2015, at 12:00 p.m. in the City Council Chambers of City Hall, 10 West State Street, Marshalltown, Iowa, as the time when and the place where said request will be heard by the Council, a public hearing will be held, and final recommendation made thereof. Any and all objections may be made in writing and filed with the City Clerk prior to the time fixed for hearing on said request or may be made orally or in writing before the Council at the time fixed herein.

To all of which take due notice and be governed accordingly. Dated at Marshalltown, Iowa, this 15th day of May, 2015.

Shari Coughenour
City Clerk
Marshalltown, Iowa 50158

Michelle Spohnheimer
Housing & Community Development Director

RAW

ORDINANCE NO. 14940

AN ORDINANCE APPROVING REZONING OF PARCELS 07-25-328-003, 07-25-328-004,
07-25-328-014, 07-25-328-017, AND 07-25-328-018 TO M2 HEAVY INDUSTRY FROM R3
MEDIUM DENSITY RESIDENTIAL

WHEREAS, the listed parcels are currently zoned R3 Medium Density Residential; and

WHEREAS, the Plan and Zoning Commission reviewed this rezoning request and held a public hearing on March 26th, 2015, and recommended approval of the rezoning at said meeting; and

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

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

Section 1. 07-25-328-003, 07-25-328-004, 07-25-328-014, 07-25-328-017, and 07-25-328-018 shall be rezoned to M2 Heavy Industry.

Section 2. The public hearing required on this zoning amendment shall be held in the Council Chambers of City Hall, 10 West State Street, Marshalltown, Iowa at 5:30 p.m., local time, on the 11th day of May, 2015 and the City Clerk is directed to cause a publication of the notice of the public hearing in one issue of the Marshalltown Times-Republican, a newspaper published in Marshalltown, Marshall County, Iowa, not less than 7 days nor more than 20 days prior to the date of the public hearing fixed herein.

Section 3. This Ordinance shall be in full force and effect from and after public notice of hearing on this Rezoning has been duly given as required by the said Zoning Ordinance and the statutes of the State of Iowa and said public hearing has been duly held and after passage by this Council and publication as is provided by law.

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

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST: _____
Shari L. Coughenour, City Clerk

Row

Memorandum

To: City Council & Mayor

From: Stephen Troskey – City Planner

Date: March 30, 2015

Re: JBS Rezoning

JBS has applied to rezone five parcels east of their plant to M2 Heavy Industry from R3 Medium Density Residential. Some of the lots are currently employee parking and the remaining lots will be a temporary employee training site and additional employee parking.

The affected addresses would be (see map):

413 North 10th Avenue

411 North 10th Avenue

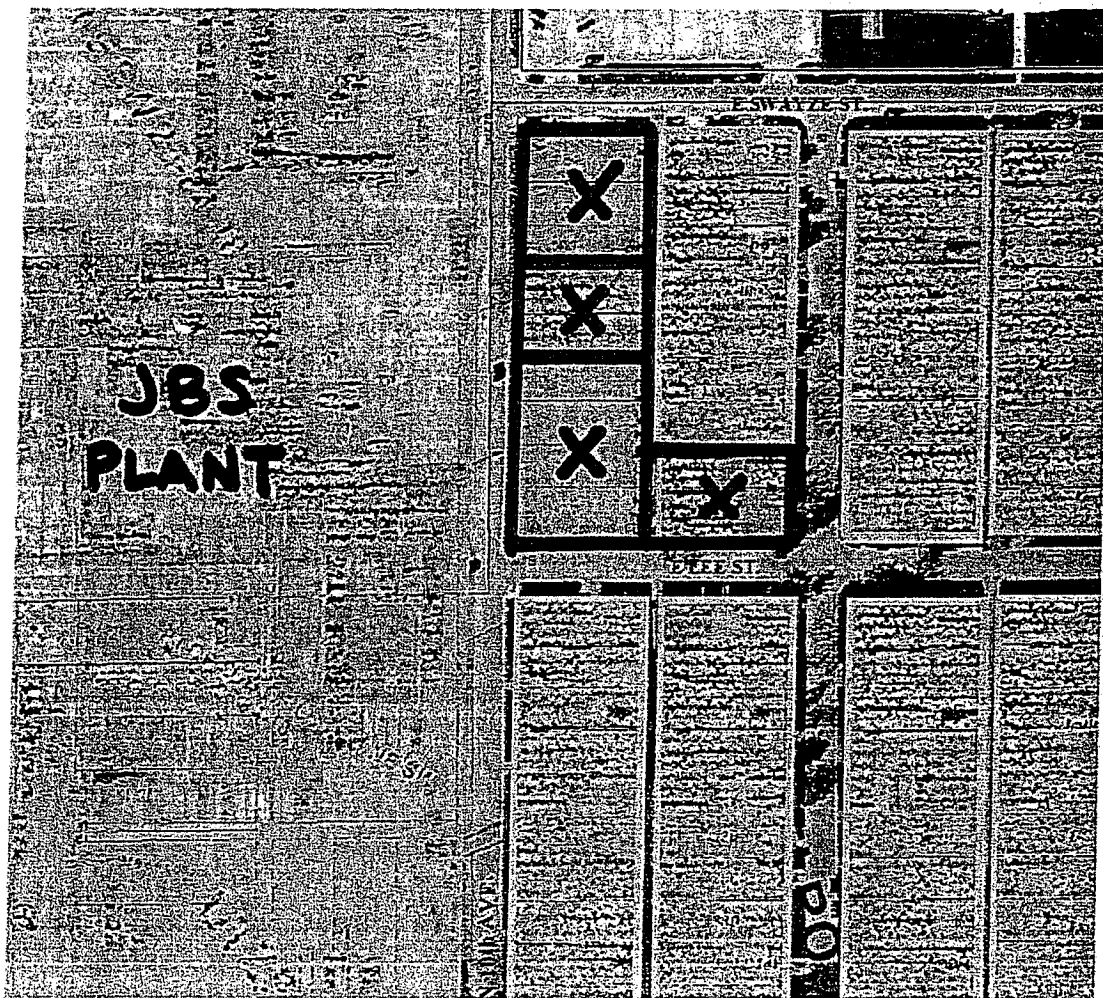
409 North 10th Avenue

407 North 10th Avenue

404 North 11th Avenue

The Plan & Zoning Commission recommended approval at their March 26th, 2015 meeting.

I can be reached at stroskey@ci.marshalltown.ia.us or 641-752-3154.



 **M2 HEAVY
INDUSTRY**

 **R3 MEDIUM
DENSITY
RESIDENTIAL**

ORDINANCE NO. 14941

AN ORDINANCE APPROVING CHANGES TO THE
MARSHALLTOWN ZONING ORDINANCE OF 2010, REGARDING CHAPTER 4,
DISTRICTS AND GENERAL REGULATIONS

WHEREAS the Plan & Zoning Commission reviews zoning regulations as necessary and determined to recommend changes to the Marshalltown Zoning Ordinance of 2010 regarding fence heights in industrial districts at their March 26, 2015 meeting.

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

Section 1. Chapter 4 of the Zoning Ordinance of 2010 is hereby amended by removing and replacing language as identified on the following pages.

Section 2. The public hearing required on this City Code amendment shall be held in the Council Chambers of City Hall, 10 West State Street, Marshalltown, Iowa at 5:30 p.m. local time, on the 11th day of May, 2015, and the City Clerk is directed to cause a publication of the notice of public hearing in one issue of the Marshalltown Times-Republican, a newspaper published in Marshalltown, Marshall County, Iowa, not less than 7 days nor more than 20 days prior to the date of public hearing fixed herein.

Section 3. This Code shall be in full force and effect from and after public notice of hearing on this Amendment to the Marshalltown City Code has been duly given as required by the said Code and the statutes of the State of Iowa and said public hearing has been duly held and after passage by the Council and publication as is provided by law.

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

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, City Clerk

Affidavit of Publication

STATE OF IOWA,
Marshall County, ss.

City of Marshalltown

City Council will hold a hearing regarding an amendment to the Zoning Ordinance of 2010. Changes include increasing the fence height to 10 ft. from the current 8 ft.

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

One

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

May 2, 2015

Statutory fees for publishing said notice are:
18.30

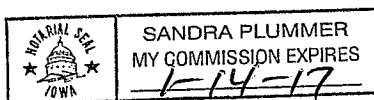
Kenna Jo Lanbertsen

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

Sandra Plummer

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

Account No. and Account Name
L02000 City of Marshalltown



PUBLIC NOTICE

NOTICE OF PUBLIC HEARING

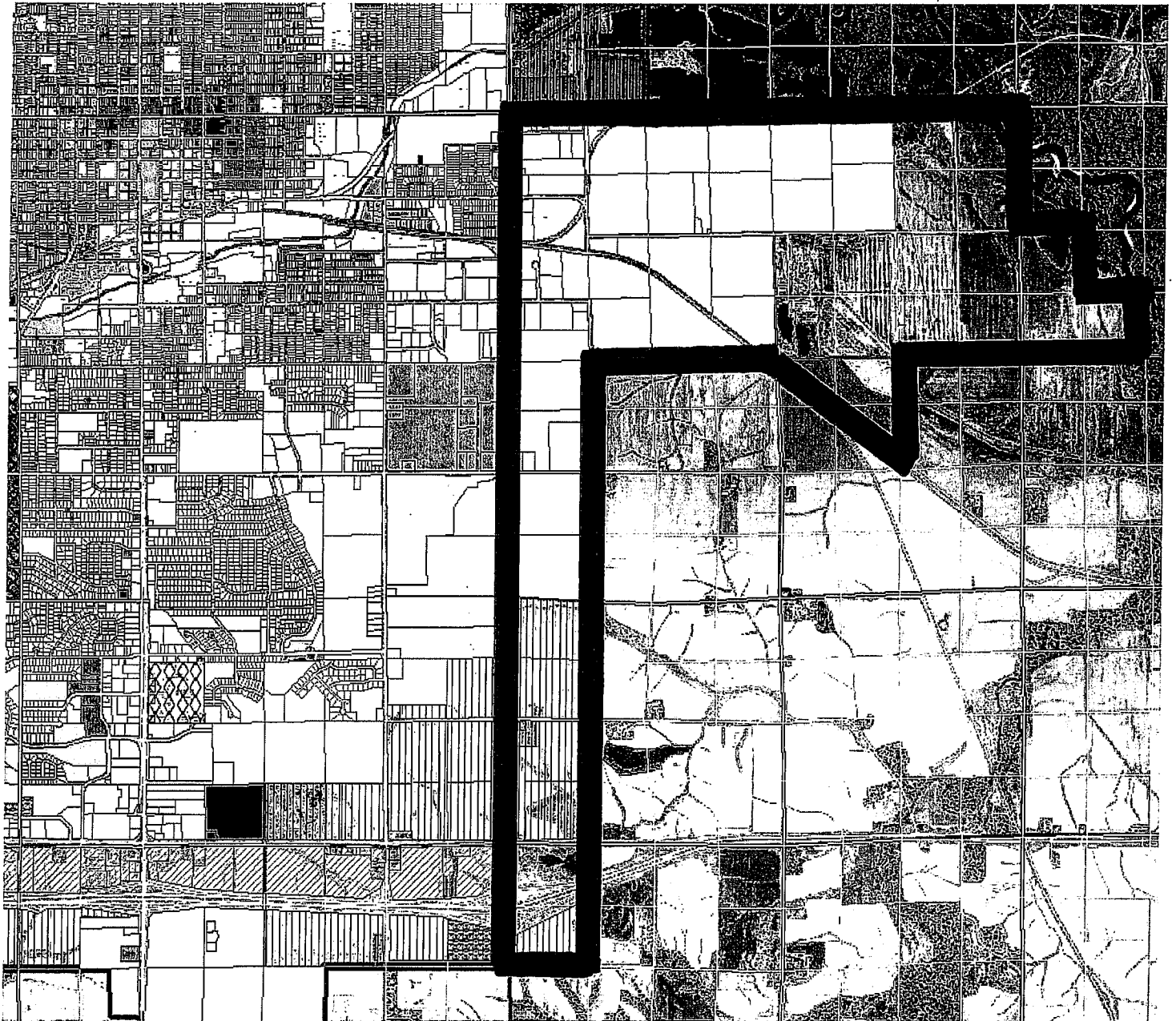
You are hereby notified that the Marshalltown City Council will hold a public hearing regarding an amendment to the Zoning Ordinance of 2010. Changes include increasing the fence height in the M2 Heavy Industry to ten feet from the current limit of eight feet.

Copies of the proposed amendment are available for review at City Hall, 10 West State Street.

You are hereby notified that the City Council has fixed May 11th, 2015 at 5:30 p.m. in the City Council Chambers of City Hall, 10 West State Street, Marshalltown, Iowa, as the time when and the place where said request will be heard by the Council, a public hearing will be held, and final determination and order made thereof. Any and all objections may be made in writing and filed with the City Clerk prior to the time fixed for hearing on said request or may be made orally or in writing before the Council at the time fixed herein.

To all of which take due notice and be governed accordingly. Dated at Marshalltown, Iowa, this 12th day of March, 2015

Shari Coughenour
City Clerk
Marshalltown, Iowa 50158
-----18979



° AREA WHERE 10' FENCES WOULD
BE ALLOWED

° EAST OF 18th AVE

Memorandum

To: City Council & Mayor

From: Stephen Troskey – City Planner

Date: March 30, 2015

Re: Fence Height Ordinance Change

Jeremy Adkins has applied to change the Zoning Ordinance to allow for ten foot tall fences in industrial districts. The Plan & Zoning Commission recommends allowing ten foot tall fences on commercial and industrial property east of 18th Avenue. Commercial and industrial property west of 18th Ave would remain at a height limit of 8 feet.

The Plan & Zoning Commission recommended approval at their March 26th, 2015 meeting.

I can be reached at stroskey@ci.marshalltown.ia.us or 641-752-3154.



THEISEN'S INC.
6201 CHAVENELLE ROAD
DUBUQUE, IA 52002-9692
563/556-4738 563/556-7959 FAX

April 6, 2015

Honorable James Lowrance & Marshalltown City Council
Marshalltown City Hall
24 N. Center Street
Marshalltown, IA 50158

Dear Mayor Lowrance & City Council:

We are happy to announce that our 50,000 sq. ft. store in Marshalltown that opened in March, 2001 will be expanded to 87,500 sq. ft. later this year. The expansion is necessary because of consumer demand, and our need to better display new items that we already stock in other Theisen stores.

The newly expanded store will be a carbon copy of our Theisen's store in Ames. The expansion will also help prevent leakage to other retail establishments not in the Marshalltown area.

We ask that you consider granting us TIF financing for six years at 50% of the new assessed value, as our expansion will cost \$1.7 million in physical plant plus another \$1.2 million to be invested in inventory, furniture, fixtures, and supplies. Finally, we anticipate employing another eight to ten associates after construction is complete.

Please let us know your thoughts on our request above.

Sincerely,

A handwritten signature in cursive script that reads "Leo A. Theisen".

Leo A. Theisen,
President

RESOLUTION NO. _____

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

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

WHEREAS, Chapter 403 of the Code of Iowa requires that, before a city approves any new urban renewal project in an urban renewal area, a city must amend the existing urban renewal plan to describe 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 located in the Urban Renewal Area 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 it is now necessary that a date be set for a public hearing on that plan amendment;

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

Section 1. This City Council will meet at the Council Chambers, Marshalltown, Iowa, on the 8th day of June, 2015, at 5:30 o'clock p.m., at which time and place it will hold a public hearing on the proposed urban renewal plan amendment for the Urban Renewal Area.

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

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

Passed and approved the 11th day of May, 2015.

Mayor

Attest:

City Clerk

RESOLUTION NO. _____

Setting date for public hearing on a Development Agreement with Theisen's Inc., including economic development payments in an amount not to exceed \$140,000

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, 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, the City proposes to enter into an agreement (the "Development Agreement") with Theisen's Inc. (the "Developer") in connection with the expansion of a commercial facility located in the Urban Renewal Area (the "Project"); and

WHEREAS, the Development Agreement would provide incentives to the Developer in the form of economic development payments for a period of six years, in a total amount not to exceed \$140,000, under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

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

Section 1. This Council shall meet on the 8th day of June, 2015, at 5:30 o'clock p.m., at the Council Chambers, in the City, at which time and place a public hearing will be held on the Development Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed hearing, the time when and place where the meeting will be held, by publication at least once not less than four days and not more than twenty days before the meeting in a legal newspaper of general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF HEARING ON DEVELOPMENT AGREEMENT WITH THEISEN'S INC.

The City Council of the City of Marshalltown, Iowa, will meet at the Council Chambers, in the City, on the 8th day of June, 2015, at 5:30 o'clock p.m., at which time and place a public hearing will be held on a Development Agreement between the City and Theisen's Inc. in connection with the expansion of a commercial facility, which provides for certain incentives in the form of economic development payments in a total amount not exceeding \$140,000, as authorized by Section 403.9 of the Code of Iowa.

The Agreement to make economic development payments will not be a general obligation of the City, but will be payable solely and only from incremental property tax revenues generated from property owned by Theisen's Inc., located within the Marshalltown Urban Renewal Area No. 3.

At the meeting, the Council will receive oral or written comments from any resident or property owner of the City. Thereafter, the Council may, at the meeting or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal.

This notice is given by order of the City Council of Marshalltown, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Shari Coughenour
City Clerk

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved May 11, 2015.

Mayor

Attest:

City Clerk



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

DEPARTMENT OF PUBLIC WORKS

May 8, 2015

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

From: Justin Nickel
Director of Public Works

Re: Request to vacate East Boone Street between South 1st Avenue and South 2nd Avenue and to vacate East Nevada Street between Center Street and South 1st Avenue

Policy Issue: Vacation of City property requires Governing Body approval.

Recommendation: Staff recommends approval of vacation of East Boone Street and East Nevada Street with the stipulation that the requestor be responsible for cost associated with preparing appropriate documents, staff time, city attorney fees and surveying costs.

Background: East Boone Street and East Nevada Street would be vacated and transferred to Fisher Controls subject to the easements and rights of ways of utilities, and access to and maintenance of utilities.

Budget Impact: None

Attachment: Tentative Resolution providing for vacation

cc: Randy Wetmore, City Administrator

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





Fisher

Fisher Controls International LLC
301 South First Ave.
P.O. Box 190
Marshalltown, Iowa 50158-0190
USA
T (641) 754-3011
F (641) 754-2830

May 5, 2015

James L. Lowrance, Mayor
City Of Marshalltown
24 N. Center St.
Marshalltown, IA 50158

Dear Mayor Lowrance:

Over the past decade, Fisher Controls Int. LLC has undertaken multiple building improvements and expansion projects in the central Marshalltown business district. As part of this endeavor the company has acquired additional adjacent surrounding properties to provide space for expansion and to stimulate property investment by other businesses in the area.

As part of this long term facility growth planning process, Fisher would respectfully request the vacation of East Boone Street between South 1st Avenue and South 2nd Avenue and East Nevada Street between Center St. and South 1st Avenue for the purchase amount of \$1.00 plus \$250.00 to cover administrative fees.

Fisher currently owns all the adjacent property abutting these street sections.

Sincerely,

A handwritten signature in black ink that reads 'Mike Mason'.

Mike Mason
President, Fisher North America



Re: Dinension / length of street, maybe including the intersection?

From : Phil Grommet <pgrommet@ci.marshalltown.ia.us>
Subject : Re: Dinension / length of street, maybe including the intersection?
To : Shari Coughenour <scoughenour@ci.marshalltown.ia.us>
Cc : Justin Nickel <jnickel@ci.marshalltown.ia.us>

Fri, May 08, 2015 11:26 AM

2 attachments

I can tell you the approximate areas.

25,138 SF - EAST BOONE STREET BETWEEN S 1ST AVE AND S 2ND AVE
4,018 SF - EAST NEVADA STREET BETWEEN CENTER ST AND SOUTH 1ST AVE

Philip E. Grommet
City of Marshalltown
Engineering Division
24 North Center Street
Marshalltown, IA 50158
Office - 641-754-5734
Cell - 641-751-7400
pgrommet@ci.marshalltown.ia.us

From: "Shari Coughenour" <scoughenour@ci.marshalltown.ia.us>
To: "Phil Grommet" <pgrommet@ci.marshalltown.ia.us>
Cc: "Justin Nickel" <jnickel@ci.marshalltown.ia.us>
Sent: Friday, May 8, 2015 10:02:25 AM
Subject: Dinension / length of street, maybe including the intersection?

FISHER CONTROLS INTERNATIONAL, LLC	REQUEST TO VACATE
	EAST BOONE STREET BETWEEN S 1ST AVE AND S 2ND AVE
	EAST NEVADA STREET BETWEEN CENTER ST AND SOUTH 1ST AVE

Phil/ Justin
Fisher wants to purchase / vacate two street areas. I need to calculate square footage. Can you help me with the dimension of those two areas?

Thank you

Shari L. Coughenour, CMC, City Clerk
City of Marshalltown
24 North Center Street
Marshalltown, IA 50158
p: 641-754-5701
f: 641-754-5717
clerk@ci.marshalltown.ia.us

Marshalltown

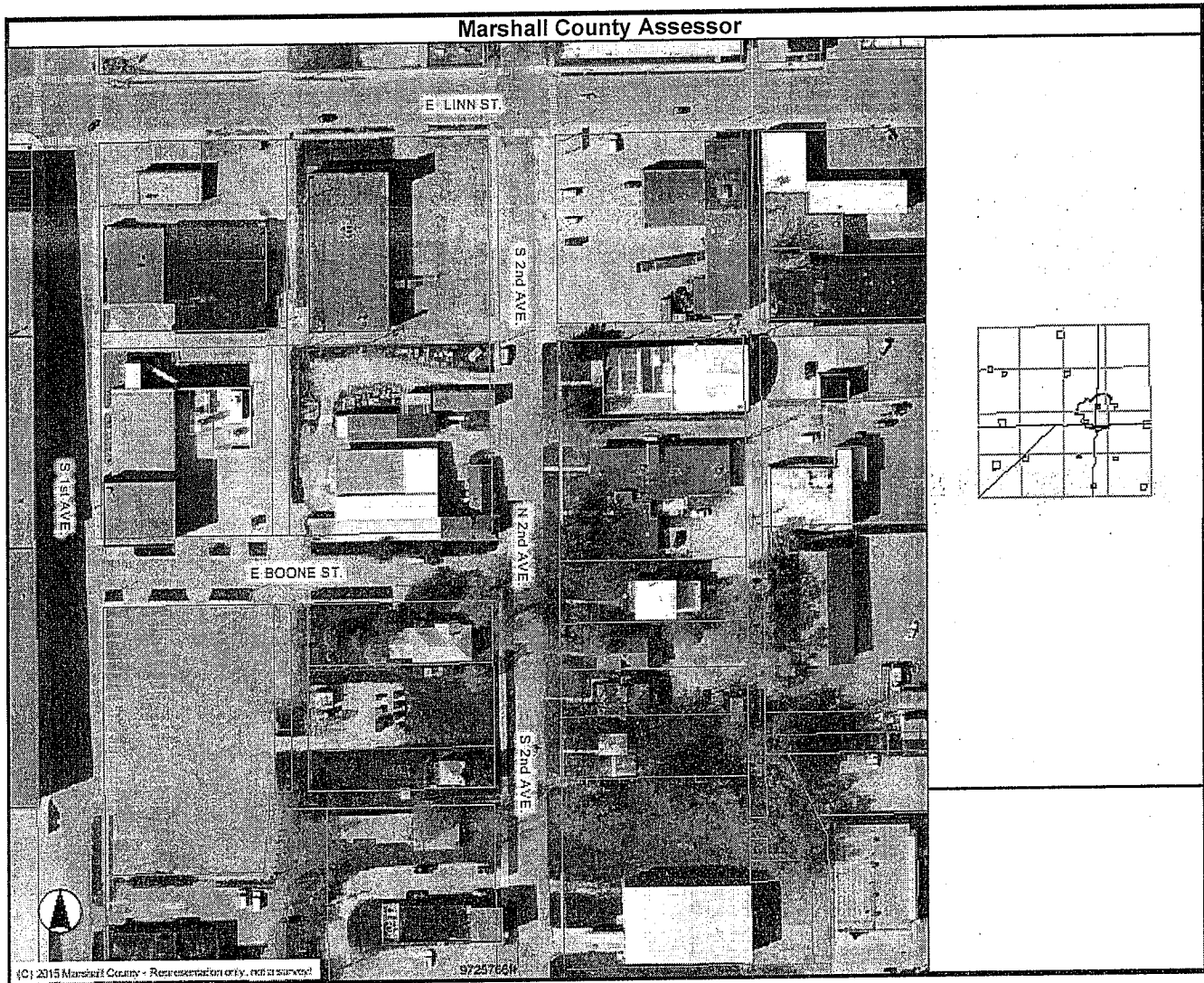


Marshalltown



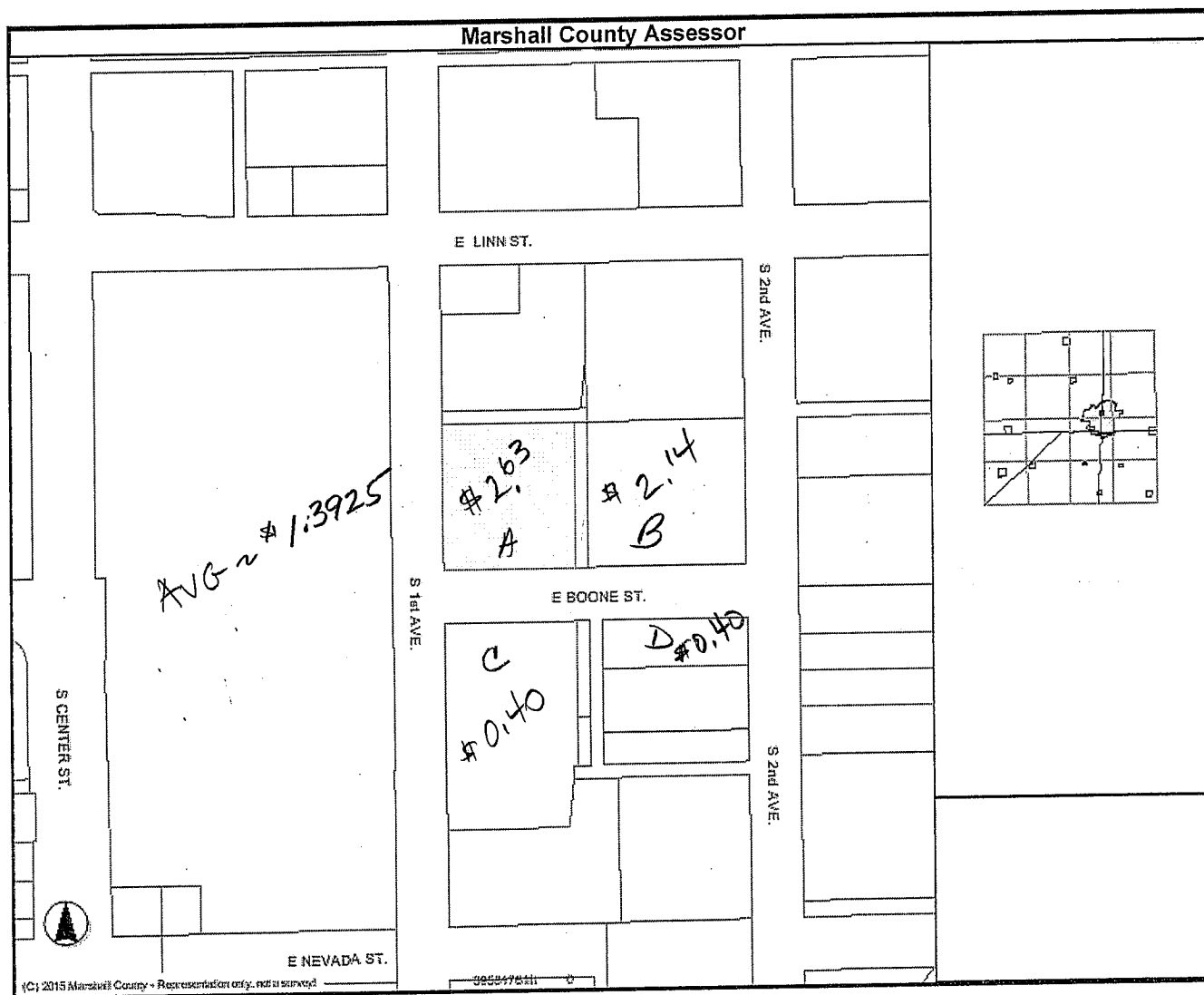
aac2012sm.jpg
5 KB

Proposed_Vac.pdf
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EAST BOONE ST

BETWEEN S 1st AVE & S 2nd AVE



EAST BOONE ST

BETWEEN S 1st Avenue & S 2nd Avenue

<u>PIN</u>	<u>ADDRESS</u>	<u>LOT SIZE</u>	<u>LAND ASSESSMENT</u>
A 07-35-208-013	208-212 S 1 st Ave Warehouse	180x66	* 31,200
B 07-35-208-007	211 S. 2 nd Ave	189x196.5	\$79,580
C 07-35-252-001	S 1 st Ave. Parking Lot	.96 acres	\$16,700
D 07-35-252-006	301 S 2 nd Ave	60x180	\$4,320

<u>Calculation of land value</u>			E BOONE ST
Adjacent lot #A			
Adjacent lot dimension		180*66	
Lot size in square feet:	11,880	sq.ft.	208-212 S 1ST AVE
Assessed value of lot:	\$ 31,200.00		WAREHOUSE
	\$ 2.63	<u>Calculated assessed value per square foot</u>	

<u>Calculation of land value</u>			E BOONE ST
Adjacent lot #B			
Adjacent lot dimension		189*196.5	
Lot size in square feet:	37,139	sq.ft.	211 S 2ND AVE
Assessed value of lot:	\$ 79,580.00		
	\$ 2.14	<u>Calculated assessed value per square foot</u>	

<u>Calculation of land value</u>		E BOONE ST	
Adjacent lot #C			
Adjacent lot dimension		(=43560 sq.ft. *.96 acres)	
Lot size in square feet:	41,818	sq.ft.	S 1ST ST
Assessed value of lot:	\$ 16,700.00		PARKING LOT
	\$ 0.40	<u>Calculated assessed value per square foot</u>	

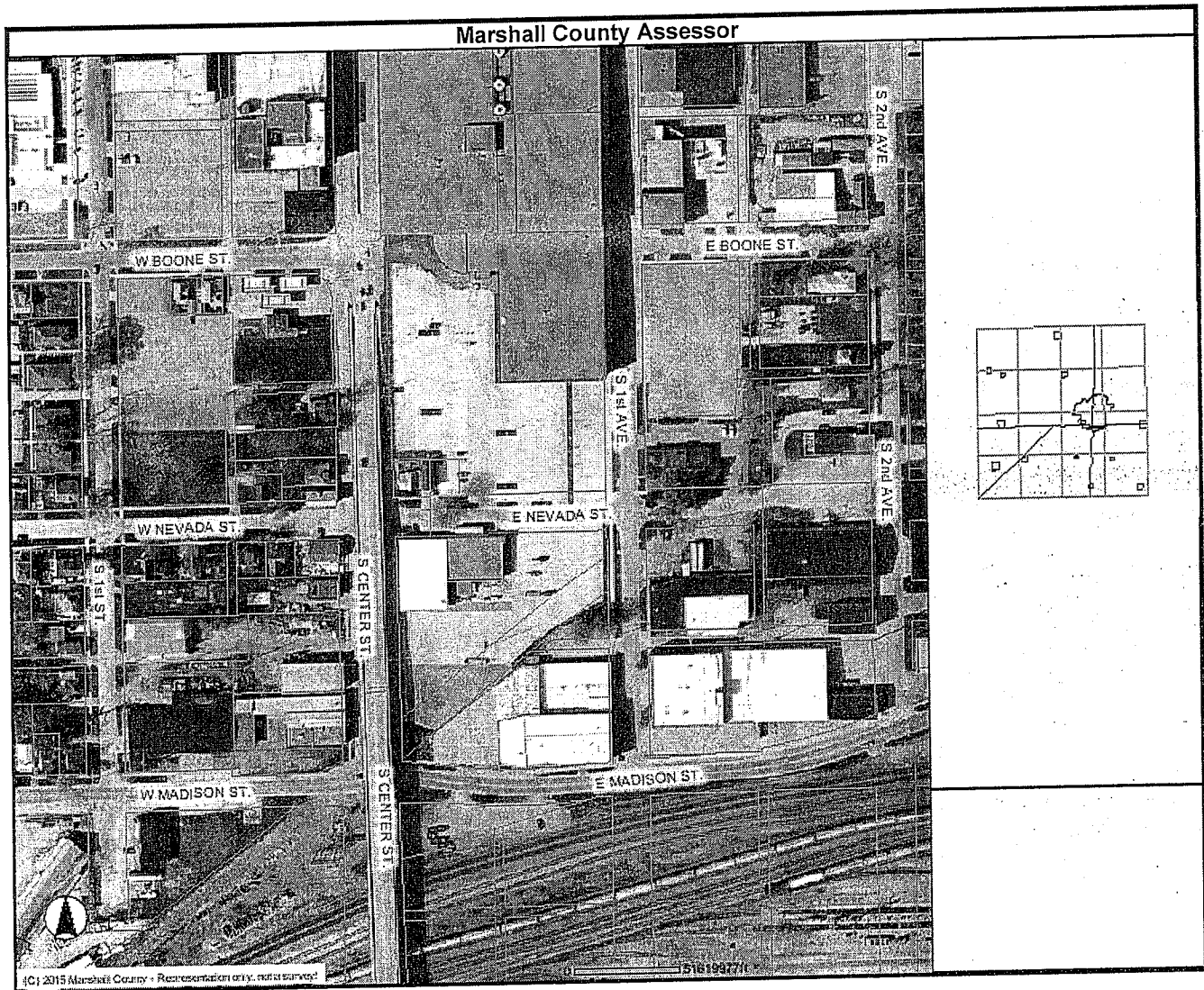
<u>Calculation of land value</u>		E BOONE ST	
Adjacent lot #D			
Adjacent lot dimension		60*180	
Lot size in square feet:		10,800 sq.ft.	301 S 2ND AVE
Assessed value of lot:		\$ 4,320.00	PARKING LOT
		\$ 0.40	<u>Calculated assessed value per square foot</u>

Property for sale - dimension	25,138 sq. ft.	\$	1.392101459
E BOONE ST			(Average cost per sq. ft.)
	\$ 66,019.00	<u>Calculated purchase price - lot value #A</u>	
	\$ 53,865.00	<u>Calculated purchase price - lot value #B</u>	
	\$ 10,039.00	<u>Calculated purchase price - lot value #C</u>	
	\$ 10,055.00	<u>Calculated purchase price - lot value #D</u>	
Cost, per average	\$ 34,995.00	<u>AVERAGE</u>	

FISHER CONTROLS INTERNATIONAL, LLC REQUEST TO VACATE
EAST BOONE STREET BETWEEN S 1ST AVE AND S 2ND AVE
EAST NEVADA STREET BETWEEN CENTER ST AND SOUTH 1ST AVE

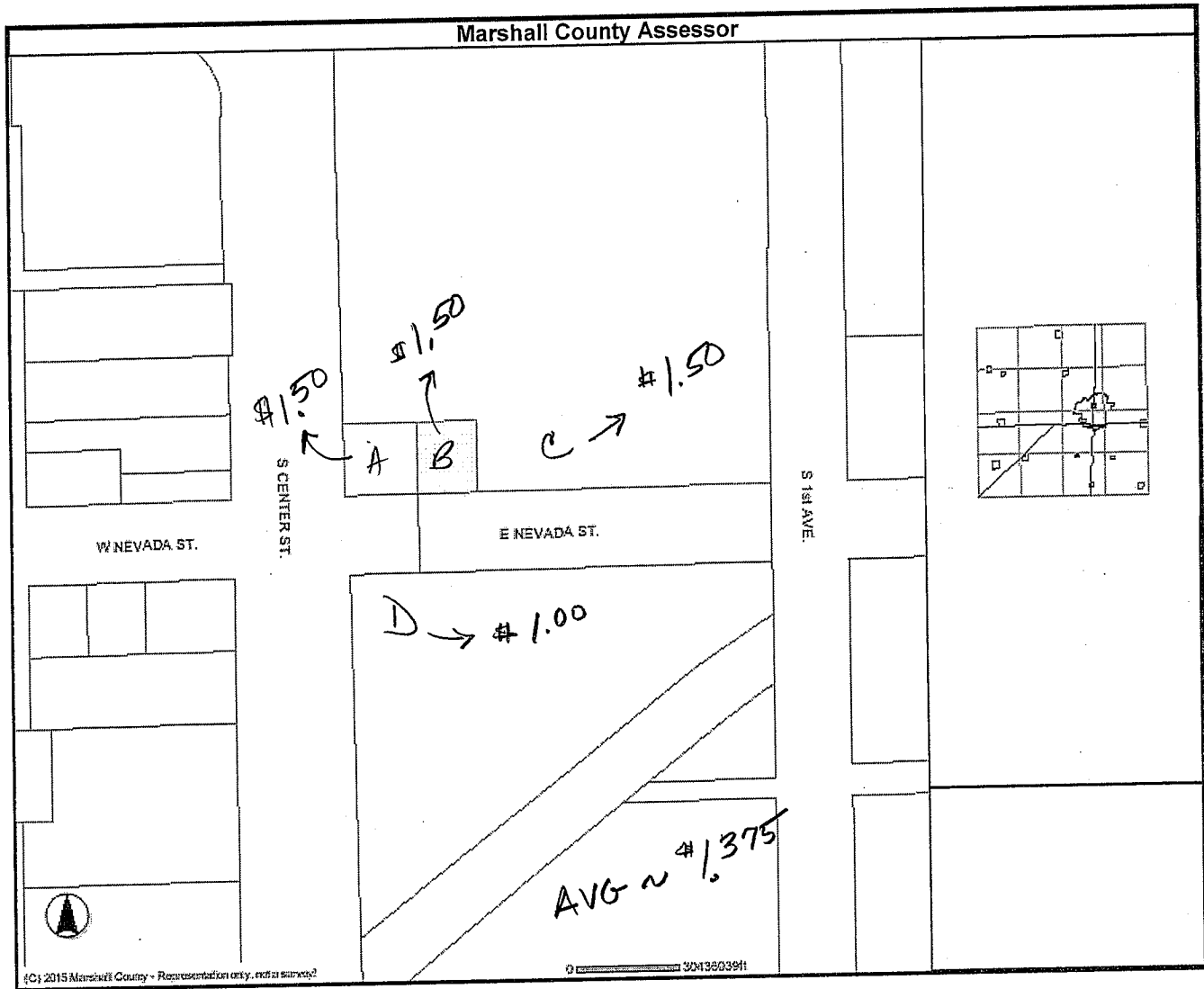
Purchaser responsible for survey, legal and recording expenses for the quit claim deed, including publication costs.

Purchaser must also record affidavit of non-severability at the time the deed is recorded.



EAST NEVADA ST

BETWEEN S CENTER ST & S 1ST AVE



EAST NEVADA ST

BETWEEN		S CENTER ST	1/2 S 1 st AVE	LAND
PIN	ADDRESS	LOT SIZE	ASSESSMENT	
A 07-35-251-002	2 E NEVADA ST EMPTY LOT?	80x60	\$ 7200	
B 07-35-251-003	4 E NEVADA ST EMPTY LOT?	50x60	\$ 4500	
C 07-35-207-006	301 S 1 st AVE OFFICE	6.64 ACRES	\$ 433,860	
D 07-35-254-001	404 S. CENTER ST Warehouse	61,855 SF	\$ 61,860	

<u>Calculation of land value</u>			E NEVADA ST
Adjacent lot #A			
Adjacent lot dimension		80*60	
Lot size in square feet:	4,800	sq.ft.	2 E NEVADA ST
Assessed value of lot:	\$ 7,200.00		EMPTY LOT
	\$ 1.50	<u>Calculated assessed value per square foot</u>	

<u>Calculation of land value</u>			E NEVADA ST
Adjacent lot #B			
Adjacent lot dimension		50*60	
Lot size in square feet:	3,000	sq.ft.	4 E NEVADA ST
Assessed value of lot:	\$ 4,500.00		EMPTY LOT
	<u>\$ 1.50</u>	<u>Calculated assessed value per square foot</u>	

<u>Calculation of land value</u>		E NEVADA ST	
Adjacent lot #C			
Adjacent lot dimension		(=43560 sq.ft. *6.64 acres)	
Lot size in square feet:	289,238	sq.ft.	301 S 1ST AVE
Assessed value of lot:	\$ 433,860.00		OFFICE
	\$ 1.50	<u>Calculated assessed value per square foot</u>	

<u>Calculation of land value</u>		E NEVADA ST
Adjacent lot #D		
Adjacent lot dimension	IRREGULAR SIZE	
Lot size in square feet:	61,855 sq.ft.	404 S CENTER ST
Assessed value of lot:	\$ 61,860.00	WAREHOUSE
	\$ 1.00	<u>Calculated assessed value per square foot</u>

Property for sale - dimension	4,018 sq. ft.	\$	1.375022283
E NEVADA ST			(Average cost per sq. ft.)
	\$ 6,027.00	<u>Calculated purchase price - lot value #A</u>	
	\$ 6,027.00	<u>Calculated purchase price - lot value #B</u>	
	\$ 6,027.00	<u>Calculated purchase price - lot value #C</u>	
	\$ 4,018.00	<u>Calculated purchase price - lot value #D</u>	
Cost, per average	\$ 5,525.00	<u>AVERAGE</u>	

FISHER CONTROLS INTERNATIONAL, LLC REQUEST TO VACATE
EAST BOONE STREET BETWEEN S 1ST AVE AND S 2ND AVE
EAST NEVADA STREET BETWEEN CENTER ST AND SOUTH 1ST AVE

Purchaser responsible for survey, legal and recording expenses for the quit claim deed, including publication costs.

Purchaser must also record affidavit of non-severability at the time the deed is recorded.



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 8, 2015

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

From: Justin Nickel
Director of Public Works

Re: Request to vacate utility easement and establish new utility easement vicinity of Center Street and East Southridge Road

Policy Issue: Vacation of City property requires Governing Body approval.

Recommendation: Staff recommends approval of vacation of existing utility easement and establishing new utility easement with the stipulation that the requestor be responsible for cost associated with preparing appropriate documents, staff time, city attorney fees and surveying costs.

Background: Dollar Tree has a contract to purchase the property at 2306 S Center Street. To construct a new building the existing utility easement across the property needs to be vacated, a new utility easement established and utilities relocated into the new easement.

Budget Impact: None

Attachment: Tentative Resolution providing for vacation

cc: Randy Wetmore, City Administrator

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



NELLIS CORPORATION

Private Capital Management

6001 Montrose Road
Suite 600
Rockville, Maryland 20852
Tel (301) 881-5950
Fax (301) 770-9478

VIA OVERNIGHT COURIER

May 5, 2015

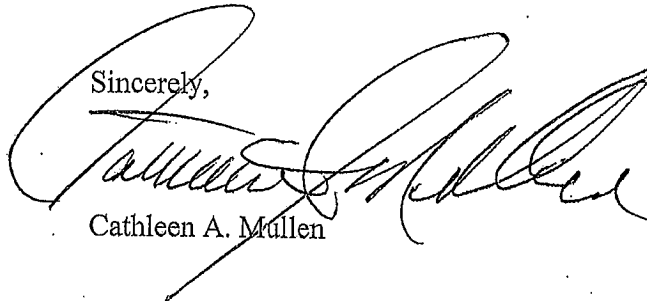
Stephen R. Irvine
Mowry Law Firm
23 N. Center St., P.O. Box 557
Marshalltown, IA 50158
641-752-4283 phone

Re: Request for Vacation of Easement

Dear Steve:

Enclosed please find the Request for Vacation of Easement for Marshalltown signed by the Seller (i.e., Seafood Property No. 5, LLC).

Sincerely,



Cathleen A. Mullen

Enclosure

REQUEST FOR VACATION OF EASEMENT

TO: THE CITY OF MARSHALLTOWN, IOWA:

1. The undersigned hereby request that the City of Marshalltown, Iowa, vacate the utility easement described as follows, to-wit (the "Existing Utility Easement"):

Easement to the City of Marshalltown recorded January 2, 1968 in Plat Book 6 at Page 189-196.

Local Address: 2306 S Center Street, Marshalltown, Iowa

Legal Description of the Existing Utility Easement: EASEMENT LOCATED IN LOT 1, BLOCK 1 OF SOUTHRIDGE ADDITION TO MARSHALL, MARSHALL COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1 OF SOUTHRIDGE ADDITION TO MARSHALL, 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.

Size of property is 0.02 acres or 827 square feet.

2. Seafood Property No. 5, LLC is the current owner of the property located at 2306 S Center Street in Marshalltown, Iowa (the "Property") encumbered by the above described Existing Utility Easement. DT Retail Properties, LLC ("DT Retail") has a contract to purchase said Property and as part of the development of said Property, DT Retail will need to relocate the above described Existing Utility Easement. Seafood Property No. 5, LLC and DT Retail request that the City of Marshalltown approve said vacation subject to DT Retail's acquisition of the Property. If DT Retail does not acquire said Property by July 30, 2015, this request for vacation shall be deemed cancelled.

3. The undersigned acknowledge (i) that once all necessary city council meetings are held and approvals of the vacation of the Existing Utility Easement are obtained, (ii) DT Retail acquires the Property from Seafood Property No. 5, LLC, and (iii) DT Retail conveys to the City of Marshalltown a new utility easement as described in Section 4 hereof, then the City of Marshalltown will terminate the Existing Utility Easement and convey any interest that it may have in such easement area by a Termination of Utility Easement and Quit Claim Deed to DT Retail, without any warranty, expressed or implied, and without any abstract of title being furnished.

4. DT Retail agrees to pay all costs of recording, publication of notices and all administrative expenses in connection with said vacation. The consideration for said vacation will be the granting by DT Retail to the City of Marshalltown of a new utility easement described as follows, to wit (the "New Utility Easement"):

Legal Description of New Utility Easement: 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 FOLLOWS: 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.

Size of property is 0.05 acres or 2185 square feet.

The New Utility Easement shall include a right of the ingress and egress for the erection, installation and maintenance of public utilities and service, but shall not include the right of usage for or as a public street or alley.

Dated at Marshalltown, Iowa, this _____ day of _____, 2015.

DT Retail Properties, LLC

Seafood Property No. 5, LLC

By: _____
Print Name: _____
Title: _____

Address: _____

By: Nellis Corporation,
Its Manager

By: Mark A. Levitt
Print Name: Mark A. Levitt
Title: Vice President

6601 Montrose Road, Suite 600
Address Rockville, MD 20852

QUIT CLAIM DEED INFORMATION:

Tax Deed Name

Tax Deed Address

Legal Description of New Utility Easement: 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 FOLLOWS: 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.

Size of property is 0.05 acres or 2185 square feet.

The New Utility Easement shall include a right of the ingress and egress for the erection, installation and maintenance of public utilities and service, but shall not include the right of usage for or as a public street or alley.

Dated at Marshalltown, Iowa, this _____ day of _____, 2015.

DT Retail Properties, LLC

Seafood Property No. 5, LLC

By: [Signature]

By: Nellis Corporation,
Its Manager

Print Name: TODD LITTLER

Title: DOLLAR TREE

Address: 500 KING PONTIAC
CHESAPEAKE VA 22020

By: _____

Print Name: _____

Title: _____

Address _____

QUIT CLAIM DEED INFORMATION:

Tax Deed Name

Tax Deed Address

Row

2015-____

RESOLUTION APPROVING A CONTRACT SERVICES FOR OPERATION AND
MAINTENANCE OF GOVERNMENT AND CABLE TV AND OTHER PUBLIC
ACCESS SERVICES BETWEEN
THE CITY OF MARSHALLTOWN, IOWA, AND
IOWA VALLEY COMMUNITY COLLEGE (IVCCD)
CREATED PURSUANT TO CHAPTER 28E.12 OF THE IOWA CODE

WHEREAS the City of Marshalltown, Iowa, has negotiated a Contract for Services, for Operation and Maintenance of Government and Cable TV and other Public Access Services, pursuant to Chapter 28E of the Iowa Code, with the Iowa Valley Community College (IVCCD); and

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

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

Section 1. That the attached Contract for Services with the Iowa Valley Community College (IVCCD) is hereby approved in all respects and particulars.

Section 2. The Contract for Services shall continue through June 30, 2020, and remain in effect until the Contract is terminated by either party by written notice at least 30 days prior to the date of cancellation.

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

Passed this 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

**THE CITY OF MARSHALLTOWN, IOWA AND
IOWA VALLEY COMMUNITY COLLEGE DISTRICT
FOR OPERATION AND MAINTENANCE OF
GOVERNMENT/EDUCATION CABLE TV**

THIS AGREEMENT made and entered into as of the ____ day of _____, 2015,
by and between the CITY OF MARSHALLTOWN, IOWA, and IOWA VALLEY
COMMUNITY COLLEGE DISTRICT, hereinafter referred to respectively as "the City" and
"IVCCD", and referred to jointly as "the Participants",

WITNESSETH:

WHEREAS, the City has a franchise agreement with Mediacom pursuant to which
Mediacom is to provide cable television programming, telecasting and other public access
services to the community (hereinafter referred to as "Cable TV"); and

WHEREAS, representatives of the City and IVCCD have entered into a formal
arrangement and structure to provide public and governmental information and educational
programming to this area through Cable TV; and

WHEREAS, the Participants established the Cable TV Advisory Board (CAB) for the
purpose of overseeing policy and procedure development, training, documentation and general
compliance considerations for the operation of the Cable TV; and

WHEREAS, the City and IVCCD desire to jointly support the Cable TV operations and
oversight; and

WHEREAS, the Participants are authorized under the contract and under Section 28E.12 of
the Code of Iowa to enter into an agreement to jointly exercise their powers, privileges and
authority and the Participants have elected to do so in accordance with the terms and conditions
of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein
contained, the Participants agree to the joint and mutual operation of the Cable TV in accordance
with the following:

GOVERNANCE

A. Personnel

1. Job descriptions for Cable TV Station Manager and for the Cable TV Assistant are attached hereto as Attachment A
2. IVCCD agrees to act as the employer of record and as such to assume full responsibility for the employees under worker's compensation, unemployment compensation and other mandatory employee benefit programs. The CAB will provide input to IVCCD on employment decisions.
3. IVCCD personnel policies concerning travel, per diem, health and fringe benefits will be utilized.
4. The CAB will have the opportunity to participate in interviewing, hiring, performance evaluations, job assignments and changes and other personnel review and oversight activities.
5. The employees shall carry out the activities of Cable TV under the general direction of the CAB.
6. The Assistant is provided general supervision by CAB and receives day-to-day supervision from the Station Manager. The Station Manager and Assistant will work with the City Administrator to manage the Cable TV operations under the authority of IVCCD.

B. Meetings and Resolutions of Activities.

1. Under the Agreement between IVCCD and the City dated July 14, 1998, there was to be a committee created (CAB) for the purpose of overseeing the Cable TV operations.
2. The current name of such group is the Cable TV Advisory Board (CAB) and will be composed of eight members. Four members shall be appointed by the Mayor of the City of Marshalltown and four members shall be appointed by the Chancellor of IVCCD. Following appointment, all members shall be confirmed by the City Council of Marshalltown.
3. The Station Manager of the Cable TV and the City Administrator are designated as staff liaisons to the CAB for the purpose of assisting in setting up meetings, keeping minutes and performing other functions as requested.
4. The CAB will be responsible for making recommendations to the City and IVCCD in the matters of operations, budgeting and programming. The CAB

will review and approve/disapprove special projects or requests from the public to be shown on Cable TV and will review and approve an annual budget that is to be submitted to the City for the operation of the system.

5. The CAB will meet on a regular basis. Meetings will be convened by the Station Manager and chaired by an elected chairperson. Meetings are open to the public and are so posted.

FISCAL AND HOUSING

A. Fiscal

1. IVCCD agrees to employ and pay staff.
2. The City, as fiscal agent, will budget Cable TV revenues as described in the Franchise Agreement and as recommended by the CAB.
3. The City will collect 5% franchise fees from Mediacom.
4. The City will establish an "Operations Fund" collected from franchise fees, and set aside from other revenues specifically for the purpose of operating the Cable TV. Funds will be budgeted to repair or replace equipment, for production personnel and coordination time, to develop programming, and for administrative fee for cable channel management with IVCCD.
5. Out of the franchise fees collected from Mediacom, the City will budget 20% of such fees for the operations of the Cable TV.
6. The City agrees to make payment to IVCCD upon receipt of billing statements from IVCCD for salaries, health and fringe benefits and other items approved by the CAB and provided for in the approved budget of the City.
7. Each Participant in this Agreement will maintain a list of equipment received by such Participant and provide insurance coverage for such equipment. It is recognized that each Participant may have regular employees who from time to time, may provide limited services and assistance to accomplish the objectives of the Cable TV operation. Such employees are not intended to be covered by this Agreement and each Participant shall be responsible for the pay, benefits and related costs applicable to their respective employees.

B. Housing

1. IVCCD agrees to provide office space and work area for the Station Manager and Assistant and provide support services including technician time, phone, computer, clerical, pool car, etc.

REPORTING

1. IVCCD agrees to provide quarterly financial reports to the City and CAB.

TERM OF AGREEMENT

1. This Agreement shall be for a period of five (5) years and shall commence upon the 1 day of July, 2015, and shall terminate upon the 30 day of June, 2020.

LITIGATION

1. In the event there is a determination of liability by a court of law or equity arising out of the operation of this Agreement, each Participant shall be solely responsible for the liability which is assessed as against that Participant, and no Participant shall seek any contribution and/or subrogation of such liability from any other Participant.

TERMINATION

1. This Agreement may be canceled or superseded by mutual consent of the Participants, provided that all outstanding obligations of all Participants related to or arising out of this Agreement are paid or provided for.
2. Upon the partial or complete termination of this Agreement for any reason at any time, the Participants shall each be entitled to retain exclusive ownership and control of such items of equipment and other types of personal property as they, respectively, may physically possess at the time of such partial or complete termination and as contemplated by Section A-7 under the heading "Fiscal and Housing" above.
3. All Participants understand and agree that since IVCCD is a reimbursable employer under the unemployment compensation law, any unemployment benefits paid by IVCCD as a result of a successful unemployment compensation claim shall be reimbursed to IVCCD by the City.

GOVERNING LAW

This contract shall be interpreted according to Iowa law, with venue to lie exclusively in Marshall County District Court

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE

TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

IN WITNESS WHEREOF, the City and IVCCD have executed this Agreement the day and year first written heretofore.

COLLEGE

Iowa Valley Community College District

CITY OF MARSHALLTOWN, IOWA

Conrad Dejardin, Board President

ATTEST:

Jim Lowrance, Mayor

ATTEST:

Barbara E. Jennings, Board Secretary

Shari L. Coughenour, CMC, City Clerk

STATE OF IOWA)

) ss:

MARSHALL COUNTY)

This instrument was acknowledged before me on the _____ day of _____, 2015, by Conrad Dejardin, as Board President, and Barbara E. Jennings, as Board Secretary, of Iowa Valley Community College District.

Notary Public in and for the State of Iowa

STATE OF IOWA)

MARSHALL COUNTY)

This instrument was acknowledged before me on the _____ day of _____, 2015, by Jim Lowrance, as Mayor, and Shari L. Coughenour, as City Clerk, of the City of Marshalltown, Iowa.

Notary Public in and for the State of Iowa

Attachment A

Cable TV Station Manager

The Station Manager will be responsible for the daily operation of the Cable TV which includes supervising personnel, budgeting, purchasing and communicating with the Cable TV Advisory Board (CAB).

Cable TV Assistant

The Cable TV Assistant will be responsible for the production of video and TV programs, work with volunteers, promote the channel, and develop a monthly schedule. The Assistant will communicate with the city, college, and Cable TV Advisory Board (CAB), and supervise cable TV programming.

Memo

To: Mayor and City Council
From: Randy A. Wetmore, City Administrator *RAW*
Re: Agreement with the Convention and Visitor Bureau
Date: May 11, 2015

The attached agreement is for one year beginning July 1, 2015 and running through June 30 2016.

The proposed agreement has a different split of the revenue generated by the hotel/motel tax. The agreement for the past two year had a percentage breakdown of 71% to the CVB and 29% to the City on the first \$219,000. Revenues above \$219,000 will be split with 65% to the CVB and 35% to the City.

The new agreement has a straight formula of 67% to the CVB and 33% to the City. In reviewing the revenue for the past several years this change could mean an additional \$5,000 to \$10,000 to the City. This is a source of revenue that has its ups and downs depending on the economy.

I have had conversations with Shannon Espenscheid about the agreement and she is in ok with the one year agreement and the split of revenue. I would recommend the Council enter into a one year agreement with the CVB.

2015-__

RESOLUTION APPROVING 28E AGREEMENT WITH THE
MARSHALLTOWN AREA CHAMBER OF COMMERCE FOR THE
PURPOSES OF OPERATING A VISITORS BUREAU AND CONVENTION
CENTER

WHEREAS, the City of Marshalltown, Iowa entered into an agreement with the Marshalltown Area Chamber of Commerce (Chamber) concerning the creation and operation of the Convention and Visitor's Bureau, which was approved by the Council of the City of Marshalltown, effective July 1, 1999; and

WHEREAS, the agreement was renewed for the following effective dates:

<u>Resolution No.</u>	<u>Date Approved</u>	<u>Date Beginning</u>	<u>Date Ending</u>
2011-070	May 9, 2011	06/1/2011	05/31/2013
2013-103	June 24, 2013	06/1/2013	05/31/2015

and

WHEREAS, the City of Marshalltown, Iowa and the Chamber wish to approve another agreement, the effective dates being June 1, 2015 through May 31, 2016, renewable or terminated pursuant to contract terms.

THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, AS FOLLOWS:

1. Attached hereto is agreement between the City and the Chamber, which is hereby approved by the Council of the City of Marshalltown, Iowa.
2. The Mayor is hereby authorized to execute any and all documents required concerning this matter.
3. This Resolution shall be in full force and effect on June 1, 2015.

Passed this 8th day of June, 2015, and signed this __ day of June, 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

28E AGREEMENT

This agreement entered into this first day of June, 2015, by and between the City of Marshalltown, Iowa, a Municipal Corporation (CITY) and the Marshalltown Area Chamber of Commerce (CHAMBER.)

WHEREAS the CITY desires to enter into a contract with the CHAMBER to operate a Convention and Visitors Bureau (BUREAU) to provide services to effectively promote and develop the visitor and convention business and for economic development for the Marshalltown area; and

WHEREAS the CITY has proposed to provide the revenue generated from the hotel/motel tax according to the schedule as detailed below, to carry out on behalf of the CITY such visitor, conference and convention development.

WHEREAS a new distribution formula has been negotiated based on \$219,000 (a five year average of the funds that the CHAMBER has received for operations) and it is in the best interest of the CITY to provide a revenue base from which to budget and plan for the upcoming year; and

WHEREAS for the year ending May 31, 2016, parties have agreed to continue funding; and

WHEREAS prior to renewal and prior to expiration of this agreement on May 31, 2015, a review shall occur to determine if the AGREEMENT is working as anticipated.

NOW, THEREFORE, BE IT RESOLVED that the parties agree to the following:

1. **Operation of Bureau**

The CHAMBER will operate the BUREAU as a non-profit entity under the auspices of the CHAMBER. All legal and corporate liability shall be vested within this entity.

2. **Organization**

a. **Board of Directors:** The membership of the Board of Directors shall consist of nine members, two members appointed solely by the City Council of Marshalltown, two members appointed solely by the Executive Board of the Chamber of Commerce, one member from the general public and four from the hospitality industry, jointly appointed by the City Council of Marshalltown and the Executive Board of the Marshalltown Area Chamber of Commerce.

b. **Staff and Management:** The staff and management will be the responsibility of the Chamber of Commerce Chief Executive Officer who will assume full responsibility for the employment, discharge and management of the BUREAU. Hiring of the Director of the BUREAU will be subject to joint approval of the CHAMBER and BUREAU Boards.

c. **Purpose of BUREAU Board of Directors:** The Board of Directors shall provide policy direction for all activities of the BUREAU, review fiscal status, serve as the liaison to the Marshalltown City Council, the Chamber of Commerce Board and other community interest groups and generally function in all matters the Board feels appropriate.

d. **Meetings:** The Board of Directors shall meet at least monthly at a date and time regularly established. All meetings shall be governed by Roberts Rules of Order and subject to the open meetings law. Special meetings may be called by the BUREAU director, or the BUREAU board.

e. **Terms of Board Members:** Board members shall be appointed for three year staggered terms. Should any board member resign or not fulfill the commitment according to the requirements outlined in the BUREAU bylaws a replacement shall be selected to fill the unexpired term of the departed Board member, said replacement to be from the same group as the person creating the vacancy.

f. Officers: Officers of the BUREAU will consist of a Chairperson, Vice Chairperson, Secretary, and Past Chairperson duly elected from the Board. Term of office limited to one year with re-election to successive terms permissible.

3. **Scope of Service**

The BUREAU shall undertake such services that are necessary and appropriate to carry out a Program of Work which shall be submitted to City Council prior to the start of each fiscal year.

4. **Time of Performance**

The services of the BUREAU are ongoing and shall continue until terminated pursuant to Paragraph 7 of this Agreement. The BUREAU will submit to the CITY a written annual report no later than July 1 of each year.

5. **CITY Performance**

a. The CITY will pay the BUREAU an amount of the hotel/motel tax actually collected by the Iowa Department of Revenue from within the city limits of Marshalltown, Iowa according to the schedule as outlined below, and received by the CITY.

<u>Period</u>	<u>Formula</u>
June 1, 2006 – May 31, 2007	75% of revenue generated
June 1, 2007 – May 31, 2008	74% of revenue generated
June 1, 2008 – May 31, 2009	73% of revenue generated
June 1, 2009 – May 31, 2010	72% of revenue generated
June 1, 2010 – May 31, 2011	71% of revenue generated
June 1, 2011 – May 31, 2012	71% of revenue generated up to \$219,000 with revenues above this amount split 65% to the BUREAU and 35% to the CITY
June 1, 2012 – May 31, 2013	71% of revenue generated up to \$219,000 with revenues above this amount split 65% to the BUREAU and 35% to the CITY.
June 1, 2013 – May 31, 2014	71% of revenue generated up to \$219,000 with revenues above this amount split 65% to the BUREAU and 35% to the CITY.
June 1, 2014 – May 31, 2015	71% of revenue generated up to \$219,000 with revenues above this amount split 65% to the BUREAU and 35% to the CITY.
June 2, 2015 – May 31, 2016	67% of revenue generated.

b. Such sum shall be payable to the BUREAU upon receipt of quarterly payments to the CITY consistent with tax receipts received by the CITY. Should the work of the Bureau justify additional funds, these could be provided by action of the CITY.

c. Excess funds received over and above operations for the BUREAU will be designated for specific projects relative to convention and visitor development. Such expenditures will be submitted to City Council, after approval by the BUREAU Board of Directors.

d. The BUREAU shall not permit expenditures to exceed revenues in any year. The BUREAU shall not borrow money or issue bonds without written permission of the CITY.

6. **Audit**

The CHAMBER agrees that it will maintain books of account in accordance with generally accepted accounting standards together with necessary documentation to support all expenditures by nature of expenditure and amount, subject to independent audit. CITY may request the audit and shall receive a copy thereof, all at the cost to the CHAMBER.

7. **Termination of Contract**

It is agreed that said Agreement shall be in full force and effect for a period of two (2) years ending May 31, 2015. Thereafter, said Agreement shall be in full force and effect for whatever time period agreed to by the parties involved. Said agreement may be terminated by either party by giving written notice only upon a finding of gross mismanagement or misappropriation of funds. In the event the hotel/motel tax is terminated by vote of the residents of the City of Marshalltown, Iowa, or by action of the Iowa Legislature, this Agreement shall terminate ninety (90) days after receipt of the last tax revenues, or sooner if State law so provides. This Agreement shall be reviewed by both parties prior to renewal to ensure the Agreement is working as anticipated.

8. **Assignability**

The CHAMBER shall not assign any interest in this Agreement, and shall not transfer any interest in the Agreement without prior written approval of the CITY.

9. **Hold Harmless**

It is understood between the parties that the CITY provides needed financing to the CHAMBER who operates and is entirely responsible for the BUREAU. Accordingly, the CHAMBER shall maintain all required worker's compensation coverage, liability coverage, and any other needed insurance, relative to the day-to-day operations of the BUREAU. The CITY is an entirely separate entity from the CHAMBER and the BUREAU and is not liable for the debts, obligations, errors, omissions, torts or actions thereof. By execution of this Agreement, the CHAMBER agrees to indemnify and hold harmless the CITY from any liability whatsoever arising under the terms of this Agreement and shall defend the CITY from any such claims, including payment of attorney fees and related costs.

10. **Bureau Employees**

Persons employed to manage the BUREAU are employees of the CHAMBER and are not employees of the CITY.

11. **Location**

The BUREAU will operate out of the CHAMBER offices at 709 South Center Street, Marshalltown, Iowa, or from such location as the CHAMBER deems appropriate and is in the best interests of the parties to this agreement.

MARSHALLTOWN AREA CHAMBER
OF COMMERCE

CITY OF MARSHALLTOWN, IOWA

Signature of Chamber of Commerce Representative

James L. Lowrance, Mayor
ATTEST:

Name and Title of Chamber of Commerce
Representative

Shari L. Coughenour, CMC, City Clerk



Iowa Department of Revenue
<https://tax.iowa.gov>

Iowa Retail Permit Application For Cigarette/Tobacco/Nicotine/Vapor

For period _____, 20 ____ through June 30, 2015

PLEASE TYPE OR PRINT LEGIBLY

Please mail this completed application to your local jurisdiction.
If you have any questions call your city clerk (within city limits) or
your county auditor (outside city limits).

I/we hereby make application for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business information:

Trade Name/DBA: Eli fancy hookah Bar
Physical Location Address: 27 north center street City: Marshalltown ZIP: _____
Mailing Address: 27 N center City: Marshalltown State: IA ZIP: _____
Business Phone Number: (515) 344-2681

Legal Owner Information:

Type of Ownership: Sole Proprietor ☒ Partnership ☐ Corporation ☐ LLC ☐ LLP ☐

Legal Owner: Abdalla Mousa
(Name of sole proprietor, partnership, corporation, LLC, or LLP)

Mailing Address: 207 C street City: Toledo State: IA ZIP: 52342

Phone Number: (515) 344-2681 Fax Number: (____) _____ Email: sudan215.am@gmail

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐

Does the Establishment sell vapor products/alternative nicotine products only? Yes ☐ No ☒

Type of Establishment

Bar ☒ Convenience store/gas station ☐ Drug store ☐ Hotel/motel ☐ Liquor store ☐

Restaurant ☐ Tobacco store ☐ Alternative nicotine/vapor store ☐

Has vending machine that assembles cigarettes ☐ Other ☐ Hookah Bar

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

SIGNATURE OF OWNER, PARTNER(S), OR CORPORATE OFFICIAL

Name (please print) Abdalla Mousa Name (please print) _____

Signature [Signature] Signature _____

Date 5/1/2015 Date _____

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

Amount Paid: _____
Date issued _____
Permit Number _____

New ☐
Renewal ☐

Please send completed/approved copy to:
Iowa Department of Commerce, Alcoholic Beverages Division
Name of Issuing City or County _____



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

To: Mayor James L. Lowrance
City Council members
Robert Schubert
Al Hoop
Bethany Wirin
Leon Lamer
Bill Martin
Joel Greer
Mike Gowdy

From: David Daters
Facility Superintendent

Subject: Removal of two overhead street lights on North 13th St.

Due to the installation of the new decorative street lights from Main St. north to West Fremont St. we want to remove the two existing overhead street lights.

These are not needed now with the addition of the new decorative street lights.

Please approve the removal of these two lights. Removal of such will save \$ 10.00 each month in energy costs.

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

Marshalltown



2012

ALLIANT ENERGY

STREET LIGHTING RESOLUTION

The following Resolution was adopted by the City Council of the City of Marshalltown at a meeting held on May 26, 2015.

Be it resolved by the City Council of the City of Marshalltown, that Alliant Energy Inc. is hereby directed to make the following changes to the existing system, at the locations described below (or shown on an attached map made as part of this Resolution) according to the terms expressed in the existing street light contract:

NEW INSTALLATION OR CHANGES IN EXISTING SYSTEM					
ADD NUMBER	DELETE NUMBER	WATTAGE	STYLE OF LUMINAIRE	TYPE AND HEIGHT OF POLE	WIRING (CHECK ONE)
1.	2	80	LED	30 ft. tall wood pole	☒ OH ☐ UG
2.					☐ OH ☐ UG
3.					☐ OH ☐ UG

LOCATION OF NEW INSTALLATION OR CHANGES	
1. Remove the overhead style street lights. One on the south east corner of 13 th St. and West State street. The next one south on the alley on 13 th St. between Main St. and State St. on the east side of the street. Poles may or may not be removed due to wiring on these poles providing power to street light on State St.	
2.	
3	

Mayor James L Lowrance

Declared said Resolution duly passed and adopted the Twenty Sixth of May, 2015

Attest Shari Coughenour

Title City Clerk City of Marshalltown

Rosen

RESOLUTION APPROVING CONTRACT AND BOND FOR CONSTRUCTION OF THE
2015 COLUMBUS DRIVE AND CRESTVIEW DRIVE REPAIR IN THE CITY OF
MARSHALLTOWN, IOWA,
BEING PROJECT NO. 76015002 IN THE AMOUNT OF \$231,662.50

WHEREAS the City of Marshalltown, Iowa, did by resolution duly adopted by the Council, accept the bid of Con-Struct Inc. of Marshalltown, Iowa, for construction of the 2015 Columbus Drive and Crestview Drive Repair 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 Con-Struct Inc. of Marshalltown, 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 Con-Struct Inc. duly executed by said company and the surety bond for the performance of said contract, duly executed by said company, together with the surety, are now filed with the City Clerk for the construction of the public improvement as fully set forth in the plans and specifications for Project No. 76015002, the 2015 Columbus Drive and Crestview Drive Repair 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 26th day of May 2015, and signed this _____ day of May 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT
FOR 2015 MICROSURFACING PROJECT IN THE CITY OF MARSHALLTOWN, IOWA
BEING PROJECT NO. 76015003
IN THE AMOUNT OF \$XXXXXXX

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the 2015 Microsurfacing Project, being Project No.76015003 in the City of Marshalltown, as described in the plans and specifications therefore, and

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

<u>Name and Address of Bidders</u>	<u>Amount of Bid</u>
CONTRACTOR. ADDRESS. CITY STATE ZIP	\$XXXXXXX
CONTRACTOR. ADDRESS CITY STATE ZIP	\$XXXXXXX
CONTRACTOR ADDRESS CITY STATE ZIP	\$XXXXXXX

After consideration of all bids filed, there was determined by the Council that the bid of Contractor. 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 Contractor , 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 AMOUT WRITTEN OUT and 00/100====(\$XXXXXX) Dollars.

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

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

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

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

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

RAW

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT
FOR 2015 OIL MIX STREETS OVERLAY PROJECT IN THE CITY OF MARSHALLTOWN,
IOWA BEING PROJECT NO. 76015005
IN THE AMOUNT OF \$XXXXXXX

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the 2015 Oil Mix Streets Overlay Project, being Project No. 76015005 in the City of Marshalltown, as described in the plans and specifications therefore, and

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

<u>Name and Address of Bidders</u>	<u>Amount of Bid</u>
CONTRACTOR. ADDRESS. CITY STATE ZIP	\$XXXXXXX
CONTRACTOR. ADDRESS CITY STATE ZIP	\$XXXXXXX
CONTRACTOR ADDRESS CITY STATE ZIP	\$XXXXXXX

After consideration of all bids filed, there was determined by the Council that the bid of Contractor. 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 Contractor , 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 AMOUT WRITTEN OUT and 00/100=====(\$XXXXXX) 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 26th day of May 2015, and signed this ____ day of May 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



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

DEPARTMENT OF PUBLIC WORKS

May 5, 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 Mill & Overlay Project (76015004)

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 Mill and Overlay Project

Background: City staff has prepared plans for mill and asphalt overlay 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: None

cc: Randy Wetmore, City Administrator

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



RAW

RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND COST FOR THE 2015 MILL AND OVERLAY PROJECT, IN THE
CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. 76015004

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 Mill and Overlay, Project No. 76015004, 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. 76015004, being the Mill and Overlay Project in the city of Marshalltown, Iowa.

Passed this 26th day of May 2015, and signed this _____ day of May 2015.

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



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

DEPARTMENT OF PUBLIC WORKS

May 5, 2015

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

From: Justin Nickel
Director of Public Works

Re: Order Construction – 2015 Concrete Repair Project

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

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

Background: City Staff has prepared plans for repair of concrete streets on Nicholas Drive, Dennis Drive, South 1st Avenue and New Castle, South 5th Avenue and Thunderbird Drive, South 6th Street and West Olive Street, North 4th Avenue and East Marion Street, and North 1st Avenue Alley at Tallcorn Towers.

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

Attachment: None

cc: Randy Wetmore, City Administrator

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



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 26th day of May, 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 28th day of May, 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 8th day of June, 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 26th day of May, 2015, and signed this _____ day of _____, 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



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

DEPARTMENT OF PUBLIC WORKS

May 5, 2015

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

From: Justin Nickel
Director of Public Works

Re: RISE Grant Agreement with the Iowa Department of Transportation—
Construction of two left turn lanes on South 18th Avenue

Policy Issue: City policy requires Governing Body approval of Agreements with other governmental agencies.

Recommendation: Staff recommends approving the agreement with Iowa Department of Transportation for 50% funding of construction of two left turn lanes on South 18th Avenue.

Background: Construction includes two left turn lanes on South 18th Avenue totaling approximately 540 feet located near the new Menards manufacturing facility.

Budget Impact: This project cost will be split 50% between the RISE Grant award and 50% to be paid by the developer. The total estimated cost is \$158,175, 50% = \$79,087.50.

Attachment: Agreement.

cc: Randy Wetmore, City Administrator

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



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

RECIPIENT: Marshalltown

PROJECT NO: RM-4797(621)--9H-64

IOWA DOT
AGREEMENT NO.: 2015-R-016

This is an agreement between Marshalltown (hereinafter referred to as Recipient) and the Iowa Department of Transportation (hereinafter referred to as the DOT). The Recipient submitted an application to the DOT for funding through the Revitalize Iowa's Sound Economy (RISE) fund under Iowa Code Chapter 315, and the application was approved by Transportation Commission Order No. PPM-2015-53 on April 14, 2015.

Pursuant to the terms of this agreement, and applicable statutes and administrative rules the DOT agrees to provide funding to the Recipient for the authorized and approved costs for eligible items associated with the construction of two left-turn lanes on South 18th Avenue totaling approximately 540 feet located on the east side of town.

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

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

Construction of two left-turn lanes on South 18th Avenue totaling approximately 540 feet located on the east side of town.

See Exhibit A.

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

City RISE Funds (Grant):	\$79,088
City Local Contribution:	\$79,087
Project Total:	\$158,175

5. The local contribution stated above may include cash or non-cash contributions to the project. The Recipient shall certify to the DOT the value of any non-cash contribution to the project prior to it being incurred. For right of way contributions, the recipient shall submit an appraisal from a qualified independent appraiser. The DOT reserves the right to review the Recipient's certificate of value and has sole authority to determine the value of the Recipient's non-cash contribution for the purposes of this agreement. If, as a result of the DOT's determination, the Recipient's total cash and non-cash contribution is below that stated in the terms of this agreement, the Recipient shall increase its cash contribution in order to complete the Recipient's local contribution, or the grant and/or loan amount associated with this project shall be reduced accordingly.
6. The portion of total project costs paid by RISE grant shall not exceed the amount stated above \$79,088 or 50 percent of the total cost of the eligible items, whichever is the smaller amount. Any cost overruns shall be paid solely by the applicant.
7. Project activities or costs eligible for funding include only those items set out in Exhibit B which is attached hereto and by this reference incorporated into this agreement, and which are necessary to complete the project as described in Section 3.
8. Activities or costs ineligible for funding include but are not limited to those items set out in Exhibit C which is attached hereto and by this reference incorporated into this agreement.
9. Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State of Iowa to appropriate funds or discontinuance or material alteration of the program for which funds were provided, the DOT shall have the right to terminate this contract without penalty by giving not less than ninety (90) days written notice.
10. The DOT reserves the right to delay reimbursement of funds to the Recipient if necessary to maintain a positive cash flow. If such a delay is necessary and lasts more than five working days, the DOT shall so notify the Recipient in writing and shall give the Recipient an estimate of when reimbursement might be expected. The DOT shall establish a system to equitably make reimbursements to all Recipients so affected.

11. The attached project implementation schedule, Exhibit D, shall be used unless the Recipient submits to the DOT, no later than 30 days subsequent to the Recipient's signature date on this agreement, a revised implementation schedule.
12. The Recipient must have let the contract or construction started within three years of the date this project is approved by DOT. If the Recipient does not do this, they will be in default for which the DOT can revoke funding commitments. This agreement may be extended for periods up to six months upon receipt of a written request from the Recipient at least sixty (60) days prior to the deadline.
13. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
14. It is the intent of both parties that no third party beneficiaries be created by this agreement.
15. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same instrument.
16. This agreement is not assignable without the prior written consent of the DOT.
17. If the project described in Section 3 of this agreement crosses a DOT primary road, then:
 - A. The Recipient shall convey title to the State of Iowa, by quit claim deed, to any right of way necessary for the primary road crossing, all at no cost to the DOT. However, the DOT shall prepare detailed legal descriptions and plats. The general configuration of the right of way to be conveyed shall be agreed to by the Recipient and the DOT prior to the survey.
 - B. The Recipient shall submit six copies of plans for all primary road system crossings to the DOT contact person for review and approval by the District Offices for necessary permits, Offices of Road Design and Maintenance with regard to crossing design and location, signing, fencing, safety, maintenance, compliance with access control policy, etc. Said approval shall be obtained before the Recipient proceeds with the construction of any primary road system crossing.
 - C. The use of primary highway right of way for this projects' purpose shall be subject to any rights enjoyed by any existing utility lines presently within the right of way. If excavation of a utility line over which this project has been placed is necessary for any reason, the utility shall be responsible for proper backfilling of said excavation to ground level. The Recipient shall be responsible for any necessary resurfacing or restoration.

D. The use of primary highway right of way for this projects' purposes shall be subject to any future plans for reconstruction, improvement, maintenance, and/or relocation of the highway by the DOT. Any relocation of this project necessary because of said plans shall be at the expense of the Recipient, all at no cost to the DOT.

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

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

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

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

23. The project plans, specifications and cost estimate shall be prepared and certified by a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa. The Recipient shall submit the plans, specifications and other agreement documents to the DOT for review. This submittal may be in divisions and in the order of preference as determined by the Recipient. However, the plans, specifications and other agreement documents for each division must be submitted at least thirty (30) days prior to the project letting of each division. The DOT shall review said submittal(s) recognizing the Recipient's development schedule and shall, after satisfactory review, authorize in writing the Recipient to proceed with implementation of the project. The work on this project shall be in accordance with the survey, plans, and specifications on file. Any modification of these plans and specifications must be approved by the DOT prior to the modification being put into effect.
24. The Recipient shall be responsible for the daily inspection of the project. For projects let to contract, the Recipient shall compile a daily log of materials and quantities. For projects constructed with local forces, the Recipient shall compile a daily log of materials, equipment and labor on the project. The DOT reserves the right to inspect project activities and to audit claims for funding reimbursement. The purpose of the inspection or audit is to determine substantial compliance with the terms of this agreement.
25. The Recipient shall maintain all books, documents, papers, accounting records, reports and other evidence pertaining to costs incurred for the project. The Recipient shall also make such materials available at all reasonable times during the construction period and for three years from the date of final reimbursement, for inspection by the DOT, FHWA, or any authorized representatives of the Federal government. Copies of said materials shall be furnished by the Recipient if requested.
26. The Recipient may submit to the DOT periodic itemized claims for reimbursement for eligible project costs. Reimbursement claims shall include certification that all eligible project costs, for which reimbursement is requested, have been completed in substantial compliance with the terms of this agreement.
27. The DOT shall reimburse the Recipient for properly documented and certified claims for eligible project activity costs less a retainage of not more than ten percent, either by state warrant, or by crediting other accounts from which payment may have been made initially. If, upon audits of contracts, the DOT determines the Recipient is overpaid, the Recipient shall reimburse the overpaid amount to the DOT.
28. Upon completion of the project described in this agreement, a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa, shall certify in writing to the DOT that the project activities were completed in substantial compliance with the plans and specifications set out in this agreement.

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

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

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

34. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after ten (10) days notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the disputed question. DOT and the Recipient agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the state or federal courts absent exhaustion of the provisions of this section for arbitration.
35. The Recipient shall maintain, or cause to be maintained for the intended public use, the improvement for twenty (20) years from the completion date in a manner acceptable to the DOT. Failure to comply with this provision may be considered a default of this agreement.
36. The Recipient shall comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by the Iowa Code Chapter 216 and IAC 160. No person shall, on the grounds of age, race, creed, sex, color, national origin, religion, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives state funds from the DOT.
37. The Recipient shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers or participants in the work covered by this agreement. Efforts shall be made and documented in accordance with Exhibit E which is attached hereto and by this reference incorporated into this agreement.
38. The Recipient shall conduct the project development and implementation in compliance with applicable laws, ordinances and administrative rules. For portions of the project let to bid, the Recipient shall advertise for bidders, make a good faith effort to get at least three bidders and hold a public letting for the project work. Prior to awarding the contract, the Recipient shall provide the DOT file copies of project letting documents within five (5) working days after the letting. The Recipient must wait for DOT concurrence before making the final award.
39. The Recipient shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3, subsection 80. The Recipient shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The Recipient shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
40. The Recipient shall notify the DOT's contact person within 30 days of the date the RISE project was constructed and open to traffic. The Recipient shall certify to the DOT's contact person within three years of the date the RISE project is constructed and open to traffic any associated economic development which has resulted from the project,

including infrastructure improvements, capital investment, and/or job creation. This certification by the Recipient is subject to review by the DOT. The DOT shall monitor the progress of the associated economic development following the construction of the RISE project. Failure to certify the associated economic development shall be considered a default under this agreement.

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

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2015-R-016
as of the date shown opposite its signature below.

RECIPIENT: Marshalltown

By: _____ Date _____, _____

Title: Mayor

CERTIFICATION:

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

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

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

Signed: _____

City Clerk of Marshalltown, Iowa.

IOWA DEPARTMENT OF TRANSPORTATION
Planning, Programming and Modal Division
800 Lincoln Way, Ames, Iowa 50010

By: _____ Date _____, 20__

Craig Markley
Director
Office of Systems Planning

Exhibit A

Marshalltown

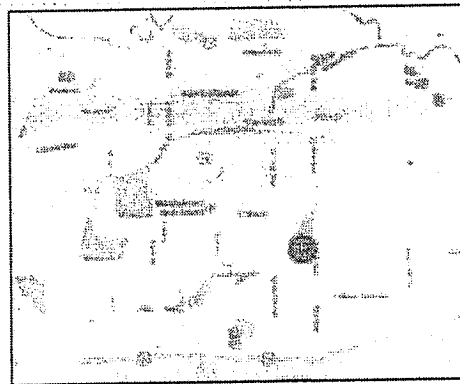
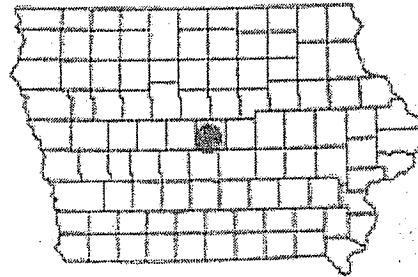
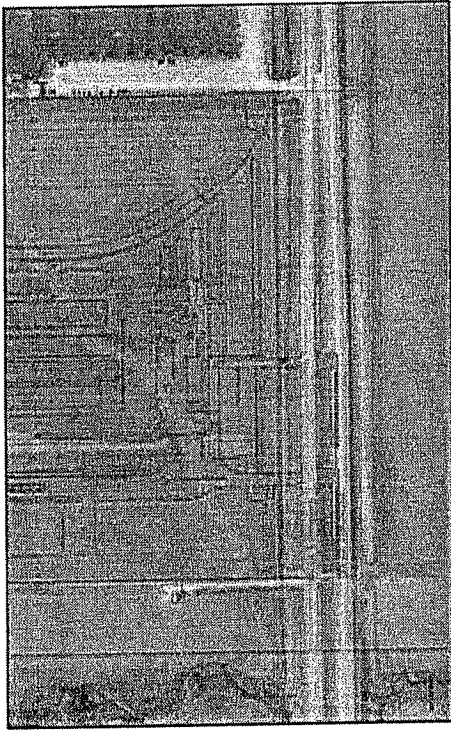


Exhibit B

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

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

Exhibit C

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

- a. Any and all costs incurred prior to a funding commitment by the Transportation Commission except advance right of way costs to protect or preserve a project corridor.

(1) If there is an extreme urgency involving right of way acquisition, a potential applicant may formally request from the department a written waiver which, if granted, will permit the applicant to acquire the right of way immediately without jeopardizing the eligibility of the acquisition costs for future RISE funding. Granting of the waiver shall not imply or guarantee that a subsequent application which includes the acquisition costs will be funded. The request for the advance eligibility must include justification regarding the urgency of the acquisition, a description of the land to be acquired, and a map showing its location.

(2) The advance eligibility waiver must be requested and approved prior to the applicant's acquisition of the land in question, and the RISE application which included the acquisition costs must be received by the DOT within two years following the granting of the waiver, or the waiver is not valid.
- b. Routine roadway, bridge and culvert maintenance, including pothole filling, crack sealing, seal coating, patching, shoulder maintenance, gravel or earth roadway maintenance, and bridge painting.
- c. Winter roadway and bridge maintenance, including snow plowing, sanding and salting.
- d. Overhead and operating costs associated with eligible project activities, including auditing.
- e. Expenses associated with the preparation and submission of applications for RISE funding.
- f. Pre-design engineering expenses.
- g. Traffic signalization, except as an integral part of a roadway project.
- h. Pavement marking and traffic signs, except as an integral part of a roadway project.
- i. Electric, water, natural gas, telephone and other utility construction, reconstruction or adjustment except when utilities located on private property are replaced or relocated for project construction.
- j. Safety appurtenances, except as an integral part of a roadway project.

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

Exhibit D

Commission Approval Date: April 14, 2015
Construction: June 2015
Project Closeout: August 2015

Exhibit E

CONTRACT PROVISION

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

March 2014

CONTRACT PROVISION

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

1. TSB DEFINITION

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

2. TSB REQUIREMENTS

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

3. TSB DIRECTORY INFORMATION

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

4. THE CONTRACTOR'S TSB POLICY

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

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

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

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

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

TSB Affirmative Action Responsibilities

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

6. COUNTING TSBs PARTICIPATION ON A PROJECT

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

A. The bidder may count:

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

B. The contractor may count:

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

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

A. Bidders

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

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

B. Contractors Using Quotes From TSBs

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

TSB Affirmative Action Responsibilities

C. Contractors NOT Using Quotes From TSBs

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

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

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

8. POSITIVE EFFORT DOCUMENTATION WHEN NO GOALS ARE ASSIGNED

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

Page# _____

Contractor _____

Project# _____

County _____

City _____

TARGETED SMALL BUSINESS (TSB)
PRE-BID CONTACT INFORMATION

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

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

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

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

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

[illegible]

Total dollar amount proposed to be subcontracted to TSB on this project \$_____

List items by name to be subcontracted:

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

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

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

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

1. Obtaining the names of qualified TSB firms from the Iowa Department of Inspections and Appeals (515-281-7102) or from its website at: <http://dia.iowa.gov/page7.html>.
2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For construction contracts:
 - a) Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available on-line at:
http://www.dot.state.ia.us/local_systems/publications/tsb_contract_provision.pdf
 - b) Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
 - a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.
 - b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

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

April 2012

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

Recipient: _____ Project Number: _____

County: _____ Agreement Number: _____

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

If no, explain _____

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

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

If no, explain _____

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

If no, explain _____

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

If yes, what was the goal or percentage? _____

If no, explain why not: _____

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

If no, what action was taken by Recipient? _____

Is documentation in files? ☐ YES ☐ NO

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

\$ _____

What was the final project cost?

\$ _____

What was the dollar amount performed by TSB firms?

\$ _____

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

(Use additional sheets if necessary)

Was the goal or percentage achieved? ☐ YES ☐ NO

If no, explain _____

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

Title

Signature

Date



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 7, 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 – WPCP Concrete Repair Phase II (52013017)

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 WPCP Concrete Repair Phase II

Background: Structural Engineers, Inc. has prepared revised plans for repair of concrete tanks at the WPCP. The revised plans and specifications eliminate any uncertainty regarding bid items, quantities, unit costs and total project cost. Construction includes removal of delaminated and spalling concrete from the walls separating tanks, replacement of the deficient concrete and coating the new concrete with a waterproof, protective sealant.

Budget Impact: This project will be funded with sewer utility fees.

Attachment: None

cc: Randy Wetmore, City Administrator

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



RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND COST FOR THE WPCP CONCRETE REPAIR PHASE II PROJECT, IN THE
CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. 52013017

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 WPCP CONCRETE REPAIR PHASE II, Project No. 52013017, 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. 52013017, being the WPCP Concrete Repair Phase II in the city of Marshalltown, Iowa.

Passed this 25th day of May 2015, and signed this _____ day of May 2015.

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



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

DEPARTMENT OF PUBLIC WORKS

May 7, 2015

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

From: Justin Nickel
Director of Public Works

Re: Amendment No. 1 for Engineering Services – Fox Engineering for 2014 Sanitary Sewer Rehabilitation Project (59014007) Construction Administration Services

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

Recommendation: Staff recommends approving the ESA No. 1 with Fox Engineering in the amount of \$202,840.00.

Background: This amendment to the engineering services agreement will provide construction administration, construction observation, and record drawings.

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

Attachment: Amendment No. 1 to Engineering Services Agreement

cc: Randy Wetmore, City Administrator

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



RESOLUTION APPROVING AGREEMENT AMENDMENT NO. 1 BY
AND BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND
FOX ENGINEERING ASSOCIATES, INC. FOR ENGINEERING SERVICES
FOR 2014 SANITARY SEWER REHABILITATION PROJECT
BEING PROJECT NO. 590140007 IN THE AMOUNT OF \$202,840.00

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed agreement amendment number 1, in the amount of \$202,840.00 dollars, by and between the City of Marshalltown, Iowa, and Fox Engineering Associates, Inc. relative to providing additional engineering services for the 2014 Sanitary Sewer Rehabilitation Project, Being Project No. 590140007.

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 Fox Engineering Associates, Inc. relative to 2014 Sanitary Sewer Rehabilitation Project, in the amount of \$202,840.00 dollars, being Project No. 59014007, 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 26th day of May, 2015, and signed this _____ day of May, 2015.

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



AGREEMENT FOR ENGINEERING SERVICES

Aspen Business Park | 414 South 17th Street, Suite 107 | Ames, Iowa 50010

May 5, 2015

Justin Nickel, P.E.
Public Works Director
City Hall
24 N. Center Street
Marshalltown, Iowa 50158

RE: Amendment for Engineering Services
2014 Sanitary Sewer Rehabilitation - Scope of Services
Construction Phase - Scope of Services
Marshalltown PN 59014007
FOX Ref. No. 2407-14C

Dear Mr. Nickel:

We are pleased to submit this amendment to our scope of services to the current contract dated February 9, 2015, for your consideration regarding your need for engineering services related to the **2014 Sanitary Sewer Rehabilitation Project**, hereafter referred to as the Project.

Scope of Services

Items included in this task series are those that FOX has identified as likely required for completion of the project. Our Basic Services will consist of the following work items:

Task Series 600 - Construction Administration

Complete sanitary sewer project administration as follows (anticipate approximately 15 months for construction):

- Pre-Construction Meeting
- Shop Drawing Review
- Correspondence
- Coordinate Field Orders, Work Change Directives, and Change Orders
- Site Visits to Review Construction Progress
- Progress Meetings with the Contractor and City Staff
- Project Management during Construction Phase

Task Series 700 - Construction Observation

FOX Engineering will complete construction observation services including the following (anticipate approximately 15 months for construction):

- Part-time observation during construction activities
- Coordination with Contractor
- Review of pre and post videos
- Attendance at Progress Meetings
- Development of Punch list Items for out of specification work.

Task Series 750 - Record Drawings

This work includes completing as-built drawings of the recorded construction progress from available contractor and observer documentation. Work includes assisting the City with updating their sanitary sewer collection system database.

Fees and Schedule

The fees for the Project shall be as follows:

- Construction Administration - \$44,340 - Fixed Fee
- Construction Observation - \$152,000 - Hourly Estimated
- Record Drawings - \$6,500 - Hourly Estimated

The schedule for this work will be determined by Contractor construction progress. The following is the anticipated schedule for the project to completion:

- Begin Construction - June 2015
- Substantial Completion - September 1, 2016
- Final Completion - October 1, 2016
- Record Drawings - December 31, 2016

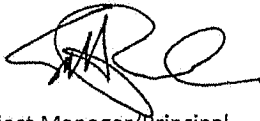
If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of the fees and schedule, taking into consideration the impact of such delay.

Special Notes

1. If you have special contact or communication requirements, you will need to advise us accordingly.
2. Please provide all pertinent existing data as well as full information as to your requirements, including any special or extraordinary services.
3. Please advise us in writing if you have budgetary limitations for the project. If you request, we will submit to you at milestones in the project, our opinion as to the probability of completing the project within your budget, and, where appropriate, request an adjustment in the budget or a revision in the extent of the project.

This Amendment and the referenced City of Marshalltown Public Works Department Standard Agreement for Engineering consisting of eight (8) pages, with exhibits and appendix, represents the entire understanding between the City of Marshalltown and FOX Engineering Associates, Inc. in respect to the Project, and may only be modified in writing signed by both parties. If this Agreement satisfactorily sets forth your understanding of the Project, our services, and your responsibilities, please execute each of two (2) copies in the space provided in the attached Amendment.

Respectfully Submitted,
FOX Engineering Associates, Inc.



Project Manager/Principal
Scott Renaud, P.E.

(This Proposal is open for acceptance for 30 days from the date of issuance, unless extended in writing by us.)

References: City of Marshalltown Public Works Department Standard Agreement for Engineering - 8 pages
with Exhibits and Appendix

Exhibit O - Amendment No. 1

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AMENDMENT NO. 1 TO OWNER-ENGINEER AGREEMENT

a. Effective Date of Owner-Engineer Agreement: February 9, 2015

b. Owner: City of Marshalltown, Iowa

c. Engineer: FOX Engineering Associates, Inc.

d. Project: 2014 Sanitary Sewer Rehabilitation Project - Number 59014007

 X Additional Services to be performed by Engineer

 X Modifications to Services of Engineer

 Modifications to Responsibilities of Owner

 X Modifications to Payment to Engineer

 X Modifications to Time(s) for rendering Services

 Modifications to other terms and conditions of the Agreement

Date Signed: _____

This is **Attachment O**, consisting of 2 pages, to Amendment No.1, dated May 25, 2015.

Modifications

1. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as outlined in detail in the 2014 Sanitary Sewer Rehabilitation Scope of Services dated February 9, 2015, attached to this exhibit. The amended contract includes construction services as included in the Scope of Services attached to this exhibit. This Exhibit O amendment includes the following:
 - a. Construction Administration
 - b. Construction Observation
 - c. Record Drawings
2. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
 - a. Construction Administration - \$44,340 - Fixed Fee
 - b. Construction Observation - \$152,000 - Hourly Estimated
 - c. Record Drawings - \$6,500 - Hourly Estimated
3. The schedule for the additional services provided for this project is as follows:
 - a. Construction Administration - As determined by Construction Schedule
 - b. Construction Observation - As determined by Construction Schedule
 - c. Record Drawings - As determined by Construction Schedule. Within 6 months of the project's final completion.