

1. Agenda

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2. Supporting Meeting Documents

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[MINUTES.PDF](#)
[PACKET.PDF](#)



COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET
February 9, 2015, at 5:30 PM

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

CALL TO ORDER: Mayor James L. Lowrance

PLEDGE OF ALLEGIANCE:

ROLL CALL: Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin.

MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS:

APPROVAL OF AGENDA:

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

1. Approve Council meeting Minutes of January 26, 2015.
2. Approve Bill List in the amount of \$950,424.50.
3. Reappoint to Veterans Memorial Coliseum: Laurel Phipps. Appoint: Gary Long and Terry Gruetzmacher.
4. Appoint to Parks & Recreation: Renee Mathews, term ending 1/1/2017
5. Appoint to Board of Adjustment: Bob Wenner, term ending 4/1/2019
6. Appoint to Human Rights Commission: Carlos Portes, term ending 9/1/2018
7. Resolution 2015- 012 Approving Contract Change Order #1 for the Alliant Gas Fired Plant / East Nevada Street Rebuild Sewer Phase Project Number 66013014, a decrease of \$3,871.00.
8. Resolution 2015-013 Approving Engineering Services Contract with Fox Engineering Associates, Inc., and the City of Marshalltown, for the 2014 Sanitary Sewer Rehab Project 59014007, in the amount of \$36,900.
9. Resolution 2015-014 Approving Engineering Services Contract with HR Green, Inc., for Levee Gatewell Repair Project 29113019A, in the amount of \$149,600.00.
10. Resolution 2015-015 Approving Agreement for Removal, Transportation and Disposal of City Sludge with Nutri-Ject Systems, Inc.
11. Resolution 2015-016 Approving Cash Rent Lease for LaFrentz Lane Acres, 5 Mann Farms, \$180 per acre for 4.6 acres, totaling \$842.40, located south east of Wal-Mart.
12. Resolution 2015-017 Approving Tax Abatement Applications within Approved Urban Revitalization Areas of the City of Marshalltown, Iowa.
13. Approve Liquor Licenses: (Pending fire inspection passage)
RENEWALS: Oasis.

(end of consent agenda items)

REPORT:

14. MGS Update, Kenn Vinson
15. Annual Fire Department Report, Chief Rierison.

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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.



MOTIONS:

16. Set public hearing date of March 9, 2015, regarding the Budget for fiscal year ending June 30, 2016. State law requires the publication of the proposed budget no later than Wednesday, February 25. The newspaper deadline is 5 PM, February 20.

RESOLUTIONS:**PUBLIC HEARING**

17. Resolution Adopting Budget Amendment for Fiscal Year Ending June 30, 2015.

ORDINANCES:

18. Second reading of Ordinance 14938 Providing for the Division of Taxes Levied on Taxable Property in the 2015 Amendment to the Marshalltown Urban Renewal Area No. 2, Pursuant to Section 403.19 of the Code of Iowa. (Reference Resolution 2015-010 Amending the 2015 Urban Renewal Area Plan for the Marshalltown Urban Renewal Area No. 2.)
19. Adoption and third reading of Ordinance 14938 Providing for the Division of Taxes Levied on Taxable Property in the 2015 Amendment to the Marshalltown Urban Renewal Area No. 2, Pursuant to Section 403.19 of the Code of Iowa. (Reference Resolution 2015-010 Amending the 2015 Urban Renewal Area Plan for the Marshalltown Urban Renewal Area No. 2.)
20. First reading of Ordinance 14939, Rezoning of 103, 105, and 107 West Linn Street, 107 ½ and 109 South 1st Street, and 108, 110, 112 South 2nd Street, set public hearing on third reading for March 9, 2015.

DISCUSSION: Next agenda in process

1. Central Iowa Fair liquor license event on March 7.
2. Skilled Iowa Designation, Tom Deimerly.
3. Engineering Services Agreement Amendment No 1., Clapsaddle Garber Associates, Inc., Alliant Gas Fired Plant / East Nevada Street Rebuild 66013014A, \$37,158
4. CO#2 for the Iowa River Sanitary Sewer Interceptor Project 59011019, S.M. Hentges & Son increase of \$41,429.96
5. Leases for Marshalltown Football League and Marshalltown Little League, renewal for three years, \$1 per year for each agreement, payable in advance.
6. Lead Grant 28E Agreements
7. Budget FYE 2016.

PUBLIC COMMENTS:**ADJOURNMENT:**

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COUNCIL DATE: February 9, 2015	
VISA	\$23,288.56
ACH'S	\$260,774.01
CHECKS	\$102,926.13
PAYROLL #1	\$563,435.80
	\$950,424.50 subtotal

\$950,424.50 TOTAL FOR COUNCIL

101580.5600.000	A M LEONARD INC	5X4 CORRUGATED	203.74
278690.5240.510	ABC RENTALS	RENT ASSIST	135.00
278690.5240.510	ABC RENTALS	RENT ASSIST	252.00
206710.5410.000	ADVANCED GARAGE DOORS, INC	CABLES REPLACED	217.50
520520.5600.000	AIR FILTER SALES & SERVICE	FILTERS	520.09
520520.5600.000	AIRGAS USA, LLC	OXYGEN SENSOR	235.81
281690.5480.020	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	10.13
281690.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	10.70
101410.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	11.39
101410.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	11.76
101440.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	16.39
101440.5480.020	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	16.82
101410.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	16.97
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	17.24
101410.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	18.14
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	18.95
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	18.95
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	18.95
101410.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	21.45
101410.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	25.34
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	25.70
206160.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	27.25
206160.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	27.40
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	27.52
101410.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	27.76
101410.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	29.19
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	30.80
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	31.10
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	31.10
206160.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	31.47
206160.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	31.63
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	33.43
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	35.55

276210.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	36.22
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	39.99
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	40.09
276210.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	40.20
206160.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	41.12
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	52.84
101410.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	53.49
101880.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	59.81
206160.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	61.17
206160.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	64.64
206160.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	65.21
101880.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	65.59
206160.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	70.99
206160.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	75.36
233410.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	88.98
101170.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	89.00
206160.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	100.43
206160.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	112.40
206160.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	165.37
206120.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	167.51
276210.5480.020	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	176.57
276210.5480.020	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	184.89
520590.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	272.98
101770.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	415.45
152451.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	500.03
101140.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	779.84
101881.5480.020	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	882.56
101140.5480.020	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	890.53
152451.5480.020	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	1,147.90
101480.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	1,172.79
101110.5480.020	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	1,218.06
101880.5480.020	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	1,218.07
101480.5480.020	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	1,219.73
101310.5480.020	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	1,252.28
101110.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	1,601.42
101881.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	2,003.33
101310.5480.010	ALLIANT UTILITIES IES	GAS &/OR ELECTRIC	2,546.77
278690.5240.510	AMES RENTAL PROPERTIES COOP	RENT ASSIST	95.00
278690.5240.510	AMES RENTAL PROPERTIES COOP	RENT ASSIST	150.00
101000.4472.000	ANA SALDANA	CXL PERMIT	70.00
278690.5240.510	ANDY CHOATE	RENT ASSIST	443.00
278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSIST	33.00
278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSIST	190.00
278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSIST	215.00

278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSIST	265.00
278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSIST	308.00
278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSIST	361.00
278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSIST	396.00
101140.5570.000	ARNOLD MOTOR SUPPLY	CORE RETURN	(14.70)
206710.5600.000	ARNOLD MOTOR SUPPLY	STIKWELD	6.23
101110.5570.000	ARNOLD MOTOR SUPPLY	AIR FILTER	7.29
101110.5570.000	ARNOLD MOTOR SUPPLY	PARTS #513	12.88
206710.5570.000	ARNOLD MOTOR SUPPLY	LIGHTS	29.60
101770.5570.000	ARNOLD MOTOR SUPPLY	HD COOLANT	30.37
206710.5600.000	ARNOLD MOTOR SUPPLY	CREEPER	89.17
510531.5570.000	ARNOLD MOTOR SUPPLY	BATTERY	131.70
206710.5570.000	ARNOLD MOTOR SUPPLY	BATTERY	175.40
520590.5570.000	ARNOLD MOTOR SUPPLY	BATTERY	197.55
101140.5570.000	ARNOLD MOTOR SUPPLY	5HP 60G TANK	1,274.00
276210.5410.000	B. AND G. CONSTRUCTION	509 E CHURCH	11,680.00
101310.5732.300	BAKER & TAYLOR ENTERTAINMENT	DVDs	22.30
101310.5732.300	BAKER & TAYLOR ENTERTAINMENT	DVDs	141.60
101310.5732.250	BAKER & TAYLOR INCORP	REFERENCE BOOK	8.39
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	8.99
101310.5732.320	BAKER & TAYLOR INCORP	MEMORIAL BOOK	8.99
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	9.59
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	11.97
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	13.78
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	14.00
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	14.37
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	14.53
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	15.67
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	15.68
242310.5732.300	BAKER & TAYLOR INCORP	LARGE TYPE	20.15
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	22.97
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	29.11
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	56.89
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	57.76
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	58.23
101310.5732.320	BAKER & TAYLOR INCORP	MEMORIAL BOOK	62.39
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	78.97
101310.5732.320	BAKER & TAYLOR INCORP	MEMORIAL BOOK	84.83
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	86.93
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	156.69
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	449.52
278690.5240.510	BARBARA BROWN	RENT ASSIST	43.00
510531.5340.150	BDH TECHNOLOGY	SERVICES	136.00
520590.5340.150	BDH TECHNOLOGY	SERVICES	204.00

101891.5340.150	BDH TECHNOLOGY	SERVICES	212.50
681140.5230.000	BERNIE LOWE & ASSOCIATES, INC	411 MED CLAIMS	37.03
681110.5339.000	BERNIE LOWE & ASSOCIATES, INC	411 MED CLAIMS	1,038.88
278690.5240.510	BETTY BROWN	RENT ASSIST	284.00
101310.5732.320	BETTY GEDDIS	REFUND OVERPD BOOK	15.39
801110.5114.000	BETTY GOODING	PENSION PAY	694.74
278690.5240.510	BILLY ARMSTRONG	RENT ASSIST	182.00
101310.5732.300	BLACKSTONE AUDIO, INC.	AUDIO BOOKS	45.00
101310.5732.300	BLACKSTONE AUDIO, INC.	AUDIO BOOKS	86.25
278690.5240.570	BLANCA ARACELI CHAVEZ-CASTANEDA	UTILITY REIMBURSED	7.00
278690.5240.510	BLUFFWOOD PARTNERS LLC	RENT ASSIST	440.00
206710.5570.000	BOB'S FARM CENTER INC	HD30	89.00
278690.5240.510	BOULDER COOPERATIVE HOUSING ASSOC	RENT ASSIST	66.00
278690.5240.510	BOULDER COOPERATIVE HOUSING ASSOC	RENT ASSIST	229.00
278690.5240.510	BOULDER COOPERATIVE HOUSING ASSOC	RENT ASSIST	371.00
278690.5240.510	BOULDER COOPERATIVE HOUSING ASSOC	RENT ASSIST	419.00
278690.5240.510	BOULDER COOPERATIVE HOUSING ASSOC	RENT ASSIST	484.00
278690.5240.510	BRANT LUENSE	RENT ASSIST	88.00
278690.5240.510	BRANT LUENSE	RENT ASSIST	186.00
278690.5240.510	BRANT LUENSE	RENT ASSIST	259.00
278690.5240.510	BRANT LUENSE	RENT ASSIST	364.00
278690.5240.510	BRANT LUENSE	RENT ASSIST	408.00
278690.5240.510	BRANT LUENSE	RENT ASSIST	419.00
278690.5240.510	BRANT LUENSE	RENT ASSIST	475.00
278690.5240.510	BRANT LUENSE	RENT ASSIST	530.00
101310.5732.300	BRODART INC	JUVENILE BO	4.09
101310.5732.320	BRODART INC	LOST/MEMORIAL BOOK	6.43
101310.5732.300	BRODART INC	JUVENILE BOOK	7.14
101310.5732.300	BRODART INC	JUVENILE BOOK	8.80
101310.5732.300	BRODART INC	SPANISH	9.87
101310.5732.320	BRODART INC	SPANISH/LOST	14.01
101310.5732.300	BRODART INC	SPANISH BOOK	14.03
101310.5732.300	BRODART INC	GRAPHIC	19.28
101310.5732.300	BRODART INC	GRAPHIC/JUVENILE BOOK	19.43
101310.5732.300	BRODART INC	SPANISH/LOST	19.83
101310.5732.300	BRODART INC	SPANISH BOOK	24.45
101310.5732.300	BRODART INC	JUVENILE BOOK	30.30
101310.5732.320	BRODART INC	LOST/MEMORIAL BOOK	39.66
101310.5732.300	BRODART INC	GRAPHIC/JUVENILE BOOK	54.94
101310.5732.300	BRODART INC	SPANISH	58.94
101310.5732.300	BRODART INC	JUVENILE BOOK	67.04
101310.5732.300	BRODART INC	JUVENILE BOOK	72.81
101310.5732.320	BRODART INC	LOST/MEMORIAL BOOK	90.03
101310.5732.320	BRODART INC	LOST/MEMORIAL BOOK	92.62

101310.5732.320	BRODART INC	LOST/MEMORIAL BOOK	129.44
101310.5732.300	BRODART INC	JUVENILE BOOK	142.16
101310.5732.300	BRODART INC	JUVENILE BOOK	170.74
101310.5732.300	BRODART INC	JUVENILE BOOK	173.75
101310.5732.300	BRODART INC	JUVENILE BOOK	378.45
278690.5240.510	BRYNGELSON CORP	RENT ASSIST	249.00
278690.5240.510	BRYNGELSON CORP	RENT ASSIST	279.00
278690.5240.510	BRYNGELSON CORP	RENT ASSIST	421.00
101110.5132.000	CARLENE ILLUM	UPDATE PATC	10.00
101140.5360.000	CARPENTER UNIFORM COMPANY	RETURN SAMPLE	(119.97)
101140.5360.000	CARPENTER UNIFORM COMPANY	RETURN SAMPLE	(24.99)
101140.5360.000	CARPENTER UNIFORM COMPANY	POLO SAMPLE	32.81
101140.5360.000	CARPENTER UNIFORM COMPANY	POLO SAMPLE	127.79
278690.5240.510	CARROLL REYNOLDS JR	RENT ASSIST	246.00
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPED	19.46
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPED	25.59
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPED	28.79
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPED	51.18
101310.5732.320	CENGAGE LEARNING INC	LOST/MEMORIAL BOOK	57.58
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPED	79.46
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPED	83.97
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPED	83.97
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPED	218.90
278690.5240.510	CENTRAL IA RESIDENTIAL SERV INC	RENT ASSIST	32.00
278690.5240.510	CENTRAL IA RESIDENTIAL SERV INC	RENT ASSIST	38.00
278690.5240.510	CENTRAL IA RESIDENTIAL SERV INC	RENT ASSIST	63.00
278690.5240.510	CENTRAL IA RESIDENTIAL SERV INC	RENT ASSIST	96.00
278690.5240.510	CENTRAL IA RESIDENTIAL SERV INC	RENT ASSIST	97.00
278690.5240.510	CENTRAL IA RESIDENTIAL SERV INC	RENT ASSIST	97.00
278690.5240.510	CENTRAL IA RESIDENTIAL SERV INC	RENT ASSIST	119.00
101410.5600.080	CENTRAL IOWA DISTRIBUTING INC	PADS&DELIVERY	80.75
520520.5600.000	CENTRAL IOWA DISTRIBUTING INC	SUPPLIES	522.40
101770.5480.000	CENTRAL IOWA WATER ASSOCIATION	AIRPORT WATER	144.56
101770.5480.000	CENTRAL IOWA WATER ASSOCIATION	AIRPORT WATER	144.56
101560.5600.000	CENTRAL OFFICE SUPPLY	EPSON RIBBON	11.30
278690.5600.000	CENTRAL OFFICE SUPPLY	STAMP	40.54
278690.5600.000	CENTRAL OFFICE SUPPLY	FOLDERS/PAPER	46.72
101110.5600.000	CENTRAL OFFICE SUPPLY	OFFICE SUPPLIES	80.00
101110.5600.000	CENTRAL OFFICE SUPPLY	TONER	106.46
278690.5235.100	CENTRAL OREGON REGIONAL HOUSING A	ADMIN FEE	32.27
278690.5240.510	CENTRAL OREGON REGIONAL HOUSING A	RENT ASSIST	664.00
510531.5450.000	CENTURYLINK	12/20/14-1/19/15	0.03
520590.5450.000	CENTURYLINK	12/20/14-1/19/15	0.04
101840.5450.000	CENTURYLINK	12/20/14-1/19/15	0.36

101790.5450.000	CENTURYLINK	12/20/14-1/19/15	0.60
101820.5450.000	CENTURYLINK	12/20/14-1/19/15	0.64
101480.5450.000	CENTURYLINK	12/20/14-1/19/15	1.40
101891.5450.000	CENTURYLINK	12/20/14-1/19/15	1.45
101831.5450.000	CENTURYLINK	12/20/14-1/19/15	2.33
550780.5450.000	CENTURYLINK	12/20/14-1/19/15	2.58
206710.5450.000	CENTURYLINK	12/20/14-1/19/15	2.67
101890.5450.000	CENTURYLINK	12/20/14-1/19/15	3.00
276210.5450.000	CENTURYLINK	12/20/14-1/19/15	3.01
206760.5450.000	CENTURYLINK	12/20/14-1/19/15	3.33
101870.5450.000	CENTURYLINK	12/20/14-1/19/15	3.46
520520.5450.000	CENTURYLINK	12/20/14-1/19/15	3.88
101850.5450.000	CENTURYLINK	12/20/14-1/19/15	4.70
278690.5450.000	CENTURYLINK	12/20/14-1/19/15	4.94
101420.5450.000	CENTURYLINK	12/20/14-1/19/15	5.17
101140.5450.000	CENTURYLINK	12/20/14-1/19/15	6.21
101310.5450.000	CENTURYLINK	12/20/14-1/19/15	6.79
290113.5450.000	CENTURYLINK	12/20/14-1/19/15	21.49
101110.5450.000	CENTURYLINK	12/20/14-1/19/15	55.52
278690.5240.570	CHELSEY A ADAMS	UTILITY REIMBURSED	25.00
101310.5732.300	CHICAGO DISTRIBUTION CENTER	MEMORIAL	14.34
101310.5732.320	CHICAGO DISTRIBUTION CENTER	MEMORIAL	14.34
550780.5132.000	CITY LAUNDERING COMPANY	UNIFORMS CLEANED	21.67
550780.5132.000	CITY LAUNDERING COMPANY	UNIFORMS CLEANED	21.67
550780.5132.000	CITY LAUNDERING COMPANY	UNIFORMS CLEANED	21.67
550780.5132.000	CITY LAUNDERING COMPANY	UNIFORMS CLEANED	21.67
276210.5320.000	CLEANING BY STEPHANIE	110&112 W LINN ST	271.15
101110.5340.010	CLEANING BY STEPHANIE	JANUARY JANITORIAL	1,000.00
101110.5570.000	CLEMONS INC	ARM #522	33.32
206120.5570.000	CLEMONS INC	UTILITY VEHICLE	382.20
238110.5410.000	CLEMONS INC	REPAIRS #52	846.30
278690.5240.510	CMHC INVESTMENTS	RENT ASSIST	79.00
101310.5600.000	CoLibri Systems	WELDING BAR	75.00
101310.5600.000	CoLibri Systems	BOOK COVERS	1,795.00
550780.5280.000	COMMUNITY TRANSP ASSOC OF AM	1 YR MEMBER	255.00
278690.5240.510	CONNIE WARREN	RENT ASSIST	244.00
101110.5460.000	CORTNEY B WATSON	RENTAL CAR	208.38
520520.5820.000	CRBT - CEDAR RAPIDS BANK & TRUST	PERFORMANCE EDGE	698.26
520520.5810.000	CRBT - CEDAR RAPIDS BANK & TRUST	PERFORMANCE EDGE	8,009.31
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	68.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	95.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	112.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	135.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	145.00

278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	149.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	157.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	169.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	170.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	174.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	192.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	202.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	208.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	226.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	229.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	235.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	246.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	246.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	246.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	253.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	257.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	257.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	259.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	263.00
278690.5240.570	CRUZ RODRIGUEZ	UTILITY REIMBURSED	39.00
278690.5240.510	D & D RENTALS INC	RENT ASSIST	93.00
278690.5240.510	D & D RENTALS INC	RENT ASSIST	242.00
278690.5240.510	D & D RENTALS INC	RENT ASSIST	256.00
278690.5240.510	D & D RENTALS INC	RENT ASSIST	398.00
278690.5240.510	D & D RENTALS INC	RENT ASSIST	575.00
278690.5240.510	D & L APARTMENTS	RENT ASSIST	140.00
278690.5240.510	DALEEN MICHEL	RENT ASSIST	575.00
278690.5240.570	DANIEL BARRON	UTILITY REIMBURSED	10.00
101140.5132.000	DANKO EMERGENCY EQUIPMENT CO.	HELMET	269.31
101140.5132.000	DANKO EMERGENCY EQUIPMENT CO.	BOOTS	276.75
278690.5240.510	DAVID M PYLE	RENT ASSIST	121.00
101581.5261.750	DAVID PILLE	108 N 7TH ST	50.00
101581.5261.750	DAVID PILLE	2101 FREIBERG	50.00
101581.5261.750	DAVID PILLE	214 S 2ND AVE	50.00
101581.5261.750	DAVID PILLE	311 S 5TH ST	50.00
101581.5261.750	DAVID PILLE	902 E ANSON	50.00
101581.5261.000	DAVID PILLE	709 NEWCASTLE	90.00
101581.5261.000	DAVID PILLE	214 S 2ND AVE	135.00
101581.5261.000	DAVID PILLE	412 N 8TH AVE	135.00
278690.5240.510	DAVID TOULOUSE	RENT ASSIST	484.00
278690.5240.510	DEBORAH SPECHT	RENT ASSIST	178.00
278690.5240.510	DEBRA J OETKER	RENT ASSIST	213.00
278690.5240.570	DEJA HASSELMAN	UTILITY REIMBURSED	68.00

101310.5600.000	DEMCO INCORP	SUPPLIES	165.68
206710.5570.000	DIAMOND VOGEL PAINTS	SPRAYER PAR	10.49
101410.5600.080	DIAMOND VOGEL PAINTS	PAINT&ROLLER	18.55
101410.5600.080	DIAMOND VOGEL PAINTS	RED PAINT	49.89
277660.5261.750	DONALD W PRESTON JR	SNOW REMOVAL	40.00
281690.5261.750	DONALD W PRESTON JR	SNOW REMOVAL	40.00
281690.5261.750	DONALD W PRESTON JR	SNOW REMOVAL	40.00
281690.5261.750	DONALD W PRESTON JR	SNOW REMOVAL	40.00
281690.5261.750	DONALD W PRESTON JR	SNOW REMOVAL	40.00
276210.5261.750	DONALD W PRESTON JR	SNOW REMOVAL	80.00
278690.5240.510	DONNA STROHM	RENT ASSIST	135.00
278690.5240.510	DOROTHY J WEIDA	RENT ASSIST	198.00
101140.5718.000	ED M FELD EQUIPMENT CO INC	2 -THREE ST	1,700.00
206160.5600.000	ELECTRIC SUPPLY OF M'TOWN	ELECTRICAL	84.75
246110.5600.000	ELECTRIC SUPPLY OF M'TOWN	ELECTRICAL	400.00
101770.5410.000	ELECTRIC SUPPLY OF M'TOWN	SUPPLIES	960.00
510531.5340.010	ELECTRONIC ENGINEERING CO INC	GPS EQUIP RENTAL	63.92
520590.5340.010	ELECTRONIC ENGINEERING CO INC	GPS EQUIP RENTAL	95.88
206710.5340.010	ELECTRONIC ENGINEERING CO INC	GPS EQUIP RENTAL	1,038.70
520520.5600.030	ENVIRONMENTAL RESOURCE ASSOC	LAB STUDIES	622.54
278690.5240.510	FARRELL PROPERTIES, INC	RENT ASSIST	200.00
278690.5240.510	FARRELL PROPERTIES, INC	RENT ASSIST	214.00
278690.5240.510	FARRELL PROPERTIES, INC	RENT ASSIST	223.00
278690.5240.510	FARRELL PROPERTIES, INC	RENT ASSIST	375.00
278690.5360.000	FEDEX	ENVIRONMENT	117.82
276210.5360.000	FEDEX	ENVIRONMENT	237.52
276210.5410.000	FEXSTEVE LIMITED COMPANY	7 S 6TH AVE	13,250.00
238410.5260.000	FLOORTECH	COLISEUM FLOOR	9,915.90
520520.5230.030	FOX ENGINEERING ASSOCIATES INC	PROJ 240714	420.00
520520.5230.030	FOX ENGINEERING ASSOCIATES INC	SERVICES %	982.00
520520.5230.030	FOX ENGINEERING ASSOCIATES INC	SERVICES %	1,473.00
528590.5230.030	FOX ENGINEERING ASSOCIATES INC	2012 NE SAN	2,943.25
528590.5230.030	FOX ENGINEERING ASSOCIATES INC	W IA RVR INTERCEPTOR	29,924.65
278690.5240.510	FRESE PROPERTIES LLC	RENT ASSIST	401.00
278690.5240.510	FRIENDLY VALLEY APARTMENTS LLC	RENT ASSIST	136.00
101110.5132.000	GALL'S INC	6PR DUTY GLOVES	154.50
278690.5240.510	GARWIN TRUST % S KIENZLE	RENT ASSIST	113.00
278690.5240.510	GERALD W KOSCIELSKI	RENT ASSIST	180.00
278690.5240.510	GERALD W KOSCIELSKI	RENT ASSIST	218.00
278690.5240.510	GERALD W KOSCIELSKI	RENT ASSIST	250.00
278690.5240.510	GLADBROOK HOUSING	RENT ASSIST	171.00
278690.5240.510	GLENDA DRIVE LLC	RENT ASSIST	22.00
278690.5240.510	GLENDA DRIVE LLC	RENT ASSIST	47.00
278690.5240.510	GLENDA DRIVE LLC	RENT ASSIST	312.00

278690.5240.510	GLEND A DRIVE LLC	RENT ASSIST	351.00
278690.5240.510	GLEND A DRIVE LLC	RENT ASSIST	508.00
278690.5240.510	GLEND A DRIVE LLC	RENT ASSIST	575.00
278690.5240.510	GLEND A DRIVE LLC	RENT ASSIST	575.00
278690.5240.510	GLEND A DRIVE LLC	RENT ASSIST	600.00
278690.5240.510	GMK INC	RENT ASSIST	7.00
278690.5240.510	GOSSARD MOBILE HOMES INC	RENT ASSIST	135.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	86.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	111.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	118.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	127.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	157.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	176.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	185.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	188.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	189.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	197.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	208.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	210.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	218.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	237.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	239.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	242.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	246.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	249.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	262.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	287.00
520520.5600.000	GRAYMONT CAPITAL INC	20.51 TONS	4,091.75
278690.5240.510	GREGORY J SPECHT	RENT ASSIST	443.00
520520.5600.030	HACH COMPANY	MISC LAB SUPPLIES	215.13
276210.5250.000	HARDIN COUNTY RECORDERS OFFICE	207 6THST	12.00
276210.5250.000	HARDIN COUNTY RECORDERS OFFICE	713 WASHINGTON	17.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSIST	98.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSIST	114.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSIST	116.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSIST	151.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSIST	187.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSIST	197.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSIST	239.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSIST	239.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSIST	243.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSIST	11.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSIST	11.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSIST	207.00

278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSIST	240.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSIST	246.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSIST	246.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSIST	252.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSIST	252.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSIST	253.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSIST	257.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSIST	410.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSIST	419.00
230110.5460.000	HOLIDAY INN	K9 NARCOTIC	64.76
230110.5460.000	HOLIDAY INN	K9 NARCOTIC	259.04
278690.5240.510	HUBBARD MAPLE STREET APARTMENTS, L	RENT ASSIST	35.00
278690.5240.510	HUBBARD MAPLE STREET APARTMENTS, L	RENT ASSIST	126.00
278690.5240.510	HUBBARD MAPLE STREET APARTMENTS, L	RENT ASSIST	157.00
278690.5240.510	HUBBARD MAPLE STREET APARTMENTS, L	RENT ASSIST	173.00
278690.5240.510	HUBBARD MAPLE STREET APARTMENTS, L	RENT ASSIST	192.00
278690.5240.510	HUBBARD MAPLE STREET APARTMENTS, L	RENT ASSIST	194.00
681140.5338.000	HY-VEE PHARMACY	WORKERS COMP	170.97
206712.5610.820	INDEPENDENT SALT	HIGHWAY SALT	15,027.34
101140.5600.000	INTERSTATE ALL BATTERY CENTER	BATTERIES	75.31
101110.5340.070	IOWA DEPT OF PUBLIC SAFETY	JAN-MAR TER	240.60
290113.5340.070	IOWA DEPT OF PUBLIC SAFETY	JAN-MARCH	2,525.40
101310.5732.250	IOWA POETRY ASSOCIATION	REFERENCE BOOK	18.00
101410.5192.070	IOWA WORKFORCE DEVELOPMENT	UNEMPLY CHG	2,136.00
278690.5240.510	J&N HOME RENTALS LLC	RENT ASSIST	385.00
278690.5240.510	JAMES HATCH	RENT ASSIST	226.00
278690.5240.510	JAMMIE HOWARD	RENT ASSIST	115.00
278690.5240.510	JANET HALA	RENT ASSIST	167.00
278690.5240.510	JANET HALA	RENT ASSIST	228.00
278690.5240.510	JANET HALA	RENT ASSIST	228.00
278690.5240.510	JANET HALA	RENT ASSIST	246.00
510531.5340.010	JAY E. HANSEN	JANUARY CLEANING	20.00
520590.5340.010	JAY E. HANSEN	JANUARY CLEANING	30.00
520520.5340.010	JAY E. HANSEN	JANUARY CLEANING	567.00
278690.5240.510	JAY HANSEN	RENT ASSIST	269.00
278690.5240.510	JAY HANSEN	RENT ASSIST	350.00
278690.5240.510	JBI COOPERATIVE ASSOCIATION	RENT ASSIST	100.00
278690.5240.510	JBI COOPERATIVE ASSOCIATION	RENT ASSIST	253.00
278690.5240.510	JBI COOPERATIVE ASSOCIATION	RENT ASSIST	476.00
278690.5240.510	JBI COOPERATIVE ASSOCIATION	RENT ASSIST	476.00
278690.5240.510	JEAN CLAWSON	RENT ASSIST	240.00
278690.5240.510	JEAN CLAWSON	RENT ASSIST	246.00
101310.5472.000	JENELLE S HUTCHENS	CITY MILEAGE	50.23
278690.5240.570	JESSICA L. FONSECA	UTILITY REIMBURSED	5.00

101000.4870.410	JESSICA WILLIAMS	INDOOR SOCCER	25.00
278690.5240.510	JOANN STRUEBING	RENT ASSIST	153.00
278690.5240.510	JOANN STRUEBING	RENT ASSIST	206.00
278690.5240.510	JOANN STRUEBING	RENT ASSIST	225.00
278690.5240.510	JOANN STRUEBING	RENT ASSIST	254.00
276210.5472.000	JOEL S CHANDLER	MILEAGE	74.10
278690.5240.510	JOHN E NOVAK	RENT ASSIST	498.00
101310.5340.010	JORDANS CARPET CLEANING	CARPET CLEANING	1,350.00
278690.5240.510	JOSE & MARIA HERRERA	RENT ASSIST	256.00
276210.5472.000	JOYCE BROWN	MILEAGE	47.19
101421.5340.640	KAREN GALE	ZUMBA 1/26-	15.00
101420.5340.640	KAREN GALE	ZUMBA 1/26-	75.00
101310.5600.000	KATHRYN FINK	PLAT BOOK	25.00
278690.5240.570	KATHRYN HARVEY	UTILITY REIMBURSED	58.00
101310.5472.000	KATHY L BRYANT	CITY MILEAGE	21.68
278690.5240.570	KAYDIE WALKER	UTILITY REIMBURSED	24.00
290113.5600.000	KOCH BROTHERS	2 TONERS	143.48
278690.5240.510	LARRY A & KAREN BROWN	RENT ASSIST	496.00
278690.5240.510	LARRY VEST	RENT ASSIST	234.00
278690.5240.510	LAVERNA WARDEN	RENT ASSIST	223.00
278690.5240.570	LAVONA T LOPEZ	UTILITY REI	63.00
278690.5240.510	LAWRENCE HALVERSON	RENT ASSIST	229.00
278690.5240.510	LAWTHERS PROPERTY MANAGEMENT	RENT ASSIST	253.00
278690.5240.510	LAWTHERS PROPERTY MANAGEMENT	RENT ASSIST	432.00
278690.5240.510	LBO INVESTMENTS, LLC	RENT ASSIST	252.00
278690.5240.570	LEISA KROENER	UTILITY REIMBURSED	30.00
278690.5240.510	LESLIE SCOTT	RENT ASSIST	356.00
278690.5240.510	LINDA WIEBENSOHN	RENT ASSIST	123.00
278690.5240.510	LYLE MATNEY	RENT ASSIST	283.00
206710.5600.000	M GERVICH & SONS INC	ALUMINUM	11.62
206710.5600.000	M GERVICH & SONS INC	STEEL	29.46
101561.5360.000	MAIL SERVICES	RENTAL INSP	12.65
101561.5360.000	MAIL SERVICES	RENTAL INSP	19.18
278690.5360.000	MAIL SERVICES	RENT ASSIST	28.79
278690.5360.000	MAIL SERVICES	RENT ASSIST	54.75
101790.5360.000	MAIL SERVICES	PARKING	64.86
101840.5360.000	MAIL SERVICES	CITY ADMIN	79.03
101840.5360.000	MAIL SERVICES	CITY ADMIN	218.08
101310.5732.300	MAILBOX YEARBOOK, THE	KINDERGARTEN YRBOOK	39.95
101310.5732.300	MAILBOX YEARBOOK, THE	PRESCHOOL YEARBOOK	39.95
278690.5240.510	MARCIA SCHULER-VAN LANGEN	RENT ASSIST	225.00
278690.5240.510	MARION MANOR II	RENT ASSIST	330.00
278690.5240.510	MARK WILTS	RENT ASSIST	209.00
290113.5340.150	MARSHALL COUNTY INFORMATION SERVI	INTERNET & MONITORING	211.15

101581.5261.000	MARSHALL COUNTY LANDFILL	412 N 8TH AVE	28.55
101421.5331.500	MARSHALLTOWN CENTER 10 LLC	HEALTHY FAMILIES	10.00
101310.5600.010	MARSHALLTOWN SCHOOL FOOD SERVICE	COOKIES	56.00
278690.5240.510	MARSHALLTOWN SUNDANCE APTS	RENT ASSIST	55.00
278690.5240.510	MARSHALLTOWN SUNDANCE APTS	RENT ASSIST	151.00
278690.5240.510	MARSHALLTOWN SUNDANCE APTS	RENT ASSIST	484.00
510531.5220.000	MARSHALLTOWN WATER WORKS	DEC2014 STORMWATER	293.40
520520.5980.000	MARSHALLTOWN WATER WORKS	707 1/2 SUMMIT	381.64
520520.5220.000	MARSHALLTOWN WATER WORKS	DEC2014 SANITARY	6,226.72
278690.5240.510	MARY JASPERS	RENT ASSIST	122.00
278690.5240.510	MAX & VELMA NELSON	RENT ASSIST	92.00
278690.5240.510	MAX & VELMA NELSON	RENT ASSIST	257.00
278690.5240.510	MAX & VELMA NELSON	RENT ASSIST	281.00
520520.5600.000	MC2 INC	6 HOSES&LUBE	1,994.76
101140.5570.000	MCATEE TIRE SALES & SERVICE INC	FRONT END ALIGNMENT	79.45
101110.5570.000	MCATEE TIRE SALES & SERVICE INC	ALIGNMENT #	123.85
101561.5570.000	MCATEE TIRE SALES & SERVICE INC	RANGER TIRES	467.72
206710.5570.000	MCATEE TIRE SALES & SERVICE INC	TIRES	614.44
206710.5570.000	MCATEE TIRE SALES & SERVICE INC	TIRES	900.36
101141.5460.000	MCEMSA	FORMAL ED	60.00
510531.5450.000	MEDIACOM	FEBRUARY	12.23
520590.5450.000	MEDIACOM	FEBRUARY	12.99
247410.5450.000	MEDIACOM	2/10-3/09 4	69.95
101310.5450.000	MEDIACOM	COMPUTER SERV	83.40
520520.5450.000	MEDIACOM	FEBRUARY	89.65
101310.5450.000	MEDIACOM	COMPUTER SERV	113.35
101141.5460.000	MEDIC-CE.COM, LLC	UPGRADE SUB	8.00
681110.5338.000	MEDTRAK SERVICES LLP	1/1-1/15 41	37.98
681140.5338.000	MEDTRAK SERVICES LLP	1/1-1/15 41	1,410.47
278690.5240.510	MERLIN REID	RENT ASSIST	94.00
278690.5240.510	MERLIN REID	RENT ASSIST	107.00
278690.5240.510	MICHAEL B SWOPE	RENT ASSIST	550.00
278690.5240.510	MICHAEL P MURPHY	RENT ASSIST	163.00
278690.5240.510	MICHAEL T SCHMIDT & DEBBIE	RENT ASSIST	167.00
278690.5240.510	MICHAEL T SCHMIDT & DEBBIE	RENT ASSIST	252.00
101310.5732.320	MICHELLE SOGUET	RETURNED LO	12.95
101310.5732.300	MICROMARKETING LLC	AUDIO BOOKS	6.00
101310.5732.300	MICROMARKETING LLC	JUVENILE AUDIO	18.00
101310.5732.300	MICROMARKETING LLC	JUVENILE AUDIO	44.98
101310.5732.300	MICROMARKETING LLC	AUDIO BOOKS	69.93
101310.5732.300	MICROMARKETING LLC	AUDIO BOOKS	74.94
101310.5732.300	MICROMARKETING LLC	AUDIO BOOKS	74.94
101310.5732.300	MICROMARKETING LLC	JUVENILE AUDIO	80.98
101310.5732.300	MICROMARKETING LLC	JUVENILE AUDIO	96.98

101310.5732.300	MICROMARKETING LLC	AUDIO BOOKS	219.95
101310.5732.300	MICROMARKETING LLC	AUDIO BOOKS	244.90
520520.5600.030	MIDLAND SCIENTIFIC INC	AUTO BURET	111.27
206710.5570.000	MIDWESTWHEEL COMPANIES	WHEEL COVER	84.49
278690.5240.510	MIKE TAYLOR	RENT ASSIST	154.00
290113.5450.000	MINERVA VALLEY TELEPHONE	MARSHALL CT	50.00
101110.5280.000	MOCIC	2015 MMBERS	200.00
101310.5732.300	MONTICELLO PUBLIC LIBRARY	DVD	12.00
101110.5570.000	NAPA	SOCKET	2.06
510531.5570.000	NAPA	FIX-A-FLAT	3.20
520590.5570.000	NAPA	FIX-A-FLAT	4.81
550780.5570.000	NAPA	MIRROR	5.26
101110.5570.000	NAPA	2 CONNECTOR	7.71
101140.5570.000	NAPA	HALOGEN LAMP	8.81
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	83.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	85.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	90.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	94.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	128.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	156.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	165.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	187.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	207.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	207.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	234.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	242.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	246.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	254.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	273.00
550780.5210.000	MULTIMEDIA SALES & MARKETING INC	KXIA PROMO	390.00
101310.5732.250	NADA APPRAISAL GUIDES	OLDER USED	75.00
278690.5240.510	NANCY JO SMITH	RENT ASSIST	145.00
278690.5240.510	NANCY JO SMITH	RENT ASSIST	194.00
278690.5240.510	NANCY JO SMITH	RENT ASSIST	204.00
550780.5280.000	NATIONAL SAFETY COUNCIL	1YR MMBERSHP	395.00
278690.5240.510	NORTH TAMA HOUSING, INC	RENT ASSIST	177.00
278690.5240.510	NORTH TAMA HOUSING, INC	RENT ASSIST	197.00
278690.5240.510	NORTH TAMA HOUSING, INC	RENT ASSIST	207.00
101410.5541.000	NORTHERN SAFETY CO INC	SAFETY EQUI	394.25
278690.5240.510	OAKLAND PROPERTIES, LLC	RENT ASSIST	174.00
101310.5340.070	OCLC, INC	CATALOGING&	805.30
101110.5331.500	OFFICE OF VEHICLE SERVICES	10 SALVAGE	100.00
101110.5370.000	ON-SITE INFORMATION DESTRUCTION SEF	SHREDDING	40.00
278690.5340.070	ON-SITE INFORMATION DESTRUCTION SEF	SHREDDING	40.00

101310.5732.300	OXFORD UNIVERSITY PRESS INC	BOOKS	62.88
278690.5240.510	PAUL DUNN	RENT ASSIST	273.00
101310.5732.250	PDR DISTRIBUTION, LLC	2015 PDR RE	59.95
101110.5600.000	PENTZ APPLIANCE & TV	WATER FILTER	69.99
520520.5600.030	PERKIN ELMER HEALTH SCIENCES INC	SUPPLIES	227.71
520520.5600.030	PERKIN ELMER HEALTH SCIENCES INC	SUPPLIES	1,198.09
681110.5339.000	PHILIP L ASCHEMAN, PH.D.	EMPLOYEE EVAL	125.00
290113.5600.000	POWER SUPERSITE, INC.	4 REPLACEME	122.24
278690.5240.510	PRAIRIE HOME PROPERTIES	RENT ASSIST	263.00
101310.5600.000	PREMIER OFFICE EQUIPMENT	12/18-01/17	41.25
101310.5600.000	PREMIER OFFICE EQUIPMENT	11/18-12/17	47.65
206760.5340.070	PREMIER OFFICE EQUIPMENT	MAINT AGREEMENT	48.99
101310.5600.000	PREMIER OFFICE EQUIPMENT	11/30-12/29	50.60
101420.5370.000	PREMIER OFFICE EQUIPMENT	12/14-1/15	560.56
283210.5600.010	PROJECT ENERGY	GUIDES/KEYS	553.88
276210.5410.000	QUALITY ROOFING	703 RATCLIFF	1,202.00
276210.5410.000	QUALITY ROOFING	703 RATCLIFF	7,066.00
520520.5600.000	QUILL CORPORATION	OFFICE SUPPLIES	20.99
520520.5600.000	QUILL CORPORATION	OFFICE SUPPLIES	29.98
520520.5600.000	QUILL CORPORATION	OFFICE SUPPLIES	56.96
520520.5600.000	QUILL CORPORATION	OFFICE SUPPLIES	154.23
278690.5240.510	R&A RENTAL PROPERTIES LLC	RENT ASSIST	367.00
278690.5240.510	R&A RENTAL PROPERTIES LLC	RENT ASSIST	462.00
278690.5240.570	RACHELLE RENAUD	UTILITY REIMBURSED	8.00
206710.5600.000	RACOM CORPORATION	VOLUME KNOB	2.00
101110.5132.000	RACOM CORPORATION	KNOB KIT	15.00
101110.5132.000	RACOM CORPORATION	2 EARPIECES	80.00
290113.5600.000	RACOM CORPORATION	4 HEADSET A	80.00
101110.5570.000	RACOM CORPORATION	#513 PRINT	97.50
101110.5132.000	RACOM CORPORATION	CHARGER	120.00
238110.5260.000	RACOM CORPORATION	STRIP CHARGES	377.50
206710.5460.000	RACOM CORPORATION	PORTABLE PK	1,291.72
101000.4870.410	RANDY DENHAM	REFUND	30.00
276210.5472.000	RANDY VAUGHN	MILEAGE	51.48
278690.5240.510	REBECCA WELLS	RENT ASSIST	181.00
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	26.99
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	99.00
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	103.47
101310.5340.100	RECORDED BOOKS LLC	ZINIO ANNUAL FEE	2,000.00
278690.5240.510	REM HOMES LLC	RENT ASSIST	86.00
278690.5240.510	RENATO GONZALEZ	RENT ASSIST	199.00
278690.5240.510	REP CORP	RENT ASSIST	550.00
101310.5600.000	RESEARCH TECHNOLOGY INTERNATIONAL	PADS&HOLDER	426.10
278690.5240.510	RICK SESKER	RENT ASSIST	201.00

278690.5240.510	RICK STICHTER	RENT ASSIST	350.00
550780.5340.010	RIDE SYSTEMS	GPS SUBSCRIPTION	850.00
278690.5240.510	RIVER BIRCH APTS	RENT ASSIST	87.00
278690.5240.510	RIVER BIRCH APTS	RENT ASSIST	125.00
278690.5240.510	RIVER BIRCH APTS	RENT ASSIST	293.00
278690.5240.510	RIVER OAKS APARTMENTS	RENT ASSIST	175.00
278690.5240.510	RIVER OAKS APARTMENTS	RENT ASSIST	191.00
278690.5240.510	RIVER OAKS APARTMENTS	RENT ASSIST	241.00
278690.5240.510	RIVER OAKS APARTMENTS	RENT ASSIST	504.00
278690.5240.510	RIVER OAKS APARTMENTS	RENT ASSIST	575.00
278690.5240.510	ROBERT EAKIN	RENT ASSIST	186.00
278690.5240.510	ROBERT FISCHELS	RENT ASSIST	174.00
278690.5240.510	ROBERT FISCHELS	RENT ASSIST	203.00
278690.5240.510	ROBERT HESSENIUS	RENT ASSIST	108.00
278690.5240.510	ROBERT HESSENIUS	RENT ASSIST	301.00
278690.5240.510	ROBERT STEFFENY	RENT ASSIST	55.00
278690.5240.510	RODNEY W LAWSON	RENT ASSIST	64.00
278690.5240.510	RODNEY W LAWSON	RENT ASSIST	246.00
278690.5240.510	ROGER HATCH	RENT ASSIST	243.00
278690.5240.510	RON SNYDER	RENT ASSIST	422.00
278690.5240.510	RONALD J IOLE	RENT ASSIST	124.00
101580.5562.000	RON'S LAWN & GARDEN REPAIR	2GALS MIX&	138.72
278690.5240.570	RUTH WITTE	UTILITY REI	10.00
276210.5430.000	S.MATLOCK or J.HERNANDEZ	MEALS 7 S 6 TH REIMBURSED	233.10
278690.5240.570	SANDERS, ALESHA	UTILITY REIMBURSED	33.00
101310.5472.000	SANDRA J GOWDY	CITY MILEAGE	44.93
101140.5340.070	SANDRY FIRE SUPPLY LLC	20 FIT TEST	360.00
520520.5380.000	SCHARNWEBER WATER CONDITIONING IN	WATER SOFTENER	27.00
152451.5340.010	SCHENDEL PEST CONTROL COMPANY	COLISEUM	22.50
101410.5340.010	SCHENDEL PEST CONTROL COMPANY	REUNION HALL	40.00
276210.5320.000	SCHENDEL PEST CONTROL COMPANY	QRTRLY 112 W LINN	45.00
276210.5320.000	SCHENDEL PEST CONTROL COMPANY	QRTRLY 110 W LINN	45.00
101310.5340.010	SCHENDEL PEST CONTROL COMPANY	PEST CONTROL	57.00
101880.5410.000	SCHENDEL PEST CONTROL COMPANY	CITYHALL/POLICE	58.00
278690.5240.570	SERENA BLACKSTOCK	UTILITY REIMBURSED	43.00
101310.5410.000	SERINA MAGANA	TECH SUPPORT	(1,100.00)
101310.5410.000	SERINA MAGANA	TECH SUPPORT	1,100.00
278690.5240.510	SERINA STABENOW	RENT ASSIST	143.00
101310.5340.010	SERVICEMASTER OF M'TOWN INC	CLEANING SERV	1,369.33
278690.5240.510	SHANE ECKLOR	RENT ASSIST	266.00
278690.5240.510	SHANE ECKLOR	RENT ASSIST	287.00
278690.5240.570	SHAWNA JOHNSON	UTILITY REIMBURSED	70.00
278690.5240.510	SHEILA F & PAUL JARED	RENT ASSIST	179.00
278690.5240.510	SHEILA F & PAUL JARED	RENT ASSIST	181.00

278690.5240.510	SHEILA F & PAUL JARED	RENT ASSIST	213.00
278690.5240.570	SHELBIE D GARCIA	UTILITY REI	43.00
101420.5340.640	SHELBY PENNINGTON FARMER	1/26-1/31 ZUMBA	45.00
101310.5600.000	SIRSIDYNIX	BARCODES	364.50
150310.5734.000	SIRSIDYNIX	ANNUAL CONTRACT	15,008.43
278690.5240.510	SMITH, RANDY	RENT ASSIST	400.00
471110.5230.000	SPEER FINANCIAL, INC.	GO BOND ADV	1,155.95
473710.5230.000	SPEER FINANCIAL, INC.	GO BOND ADV	10,403.50
101310.5460.000	STATE LIBRARY OF IOWA	LAVILLE/HANNAM MEETING	100.00
278690.5240.510	STEELSMITH INVESTMENTS, LLC	RENT ASSIST	138.00
278690.5240.510	STEELSMITH INVESTMENTS, LLC	RENT ASSIST	177.00
278690.5240.510	STEELSMITH INVESTMENTS, LLC	RENT ASSIST	218.00
278690.5240.510	STEELSMITH INVESTMENTS, LLC	RENT ASSIST	218.00
278690.5240.510	STEELSMITH INVESTMENTS, LLC	RENT ASSIST	218.00
278690.5240.510	STEELSMITH INVESTMENTS, LLC	RENT ASSIST	368.00
278690.5240.510	STEELSMITH INVESTMENTS, LLC	RENT ASSIST	466.00
278690.5240.570	STEPHANIE LARA	UTILITY REI	5.00
278690.5240.510	STEPHEN IRVINE	RENT ASSIST	88.00
101310.5340.010	STONE SANITATION	GARBAGE SRV	85.73
101410.5340.010	STONE SANITATION	PARK&REC	320.00
278690.5240.510	SUNRISE APARTMENTS, INC	RENT ASSIST	57.00
278690.5240.510	SUNRISE APARTMENTS, INC	RENT ASSIST	106.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSIST	19.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSIST	173.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSIST	367.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSIST	388.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSIST	484.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSIST	500.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSIST	530.00
206760.5600.000	TANNER HIBBS	FEE REIMBUR	1,221.44
206710.5230.000	TELVENT DTN LLC	WEATHER SERVICE	471.00
278690.5240.510	TERRY GLAZE	RENT ASSIST	197.00
278690.5240.510	TERRY SHAFFAR	RENT ASSIST	170.00
101140.5132.000	THE GRAPHIC EDGE	21 SHIRTS&EMBROIDERY	260.16
278690.5240.510	THOMAS J FRIEND	RENT ASSIST	199.00
230110.5600.000	THOMAS M WATSON	K9 TENNIS BALLS	19.98
278690.5240.510	TIMBER WOLF VALLEY LLC	RENT ASSIST	450.00
276210.5410.000	TOM BLAKE CONSTRUCTION	805 EDGINGTON, ELDORA	2,100.00
276210.5410.000	TOM BLAKE CONSTRUCTION	805 EDGINGTON, ELDORA	14,078.00
278690.5240.510	TOM G PATTERSON	RENT ASSIST	223.00
278690.5240.510	TOM HARRIS	RENT ASSIST	350.00
278690.5240.510	TOM HARRIS	RENT ASSIST	427.00
278690.5240.510	TOM SWITZER RENTAL ACCOUNT	RENT ASSIST	316.00
278690.5240.510	TONY REED	RENT ASSIST	46.00

278690.5240.510	TONY REED	RENT ASSIST	101.00
278690.5240.510	TONY REED	RENT ASSIST	127.00
278690.5240.510	TONY REED	RENT ASSIST	231.00
278690.5240.510	TONY REED	RENT ASSIST	242.00
278690.5240.510	TONY REED	RENT ASSIST	246.00
278690.5240.510	TONY REED	RENT ASSIST	247.00
278690.5240.510	TONY REED	RENT ASSIST	332.00
278690.5240.510	TONY REED	RENT ASSIST	362.00
278690.5240.510	TONY REED	RENT ASSIST	369.00
278690.5240.510	TONY REED	RENT ASSIST	388.00
278690.5240.510	TONY REED	RENT ASSIST	388.00
278690.5240.510	TONY REED	RENT ASSIST	408.00
278690.5240.510	TONY REED	RENT ASSIST	484.00
278690.5240.510	TONY REED	RENT ASSIST	484.00
101310.5732.320	TRACI GUNDERSON	RETURNED LOST BOOK	44.92
000844.1520.020	TREASURER ST OF IOWA	11/1-11/30	4.00
000844.1520.010	TREASURER ST OF IOWA	11/1-11/30	22.00
000844.1520.020	TREASURER ST OF IOWA	SALES TAX	31.00
101840.5870.000	TREASURER ST OF IOWA	CITY CLERK	130.68
000844.1520.010	TREASURER ST OF IOWA	SALES TAX	185.00
101840.5870.000	TREASURER ST OF IOWA	CITY CLERK	1,633.50
520520.5441.000	TREASURER ST OF IOWA	11/1-11/30	2,330.00
520520.5441.000	TREASURER ST OF IOWA	SALES TAX	2,447.00
520520.5440.000	TREASURER ST OF IOWA	11/1-11/30	13,979.00
520520.5440.000	TREASURER ST OF IOWA	SALES TAX	14,683.00
278690.5240.510	TREVRON, LLC	RENT ASSIST	252.00
206710.5600.000	TRI STATE LOCK SERVICE	2 PRS KEYS	4.00
278690.5240.510	TRI-SQUARE RENTALS, LLC	RENT ASSIST	260.00
278690.5240.510	TT & C COOPERATIVE HOUSING	RENT ASSIST	108.00
278690.5240.510	TT & C COOPERATIVE HOUSING	RENT ASSIST	145.00
278690.5240.510	TT & C COOPERATIVE HOUSING	RENT ASSIST	252.00
278690.5240.510	TT & C COOPERATIVE HOUSING	RENT ASSIST	487.00
278690.5240.510	TT & C COOPERATIVE HOUSING	RENT ASSIST	497.00
510531.5450.000	U S CELLULAR	1/12-2/11 PHONES	17.98
520590.5450.000	U S CELLULAR	1/12-2/11 PHONES	26.96
550780.5450.000	U S CELLULAR	1/12-2/11 PHONES	32.49
206710.5450.000	U S CELLULAR	1/12-2/11 PHONES	55.25
206120.5450.000	U S CELLULAR	1/12-2/11 PHONES	59.00
206760.5450.000	U S CELLULAR	1/12-2/11 PHONES	157.60
520520.5450.000	U S CELLULAR	WPCP CELL PHONES	225.81
101110.5600.070	ULTRAMAX AMMUNITION	BULLETS	1,104.00
491750.5230.030	UNION PACIFIC RAILROAD COMPANY	INSTALL XING	7,456.46
101310.5340.010	UNIQUE MANAGEMENT SERVICES, INC	COLLECTS OVERDUE BOOKS	295.35
101820.5280.000	UNITYPOINT CLINIC-OCCUPATIONAL MED	DATA 2015	100.00

150310.5380.000	US BANK EQUIPMENT FINANCE	COPIER LEASE	344.00
510531.5450.000	VERIZON WIRELESS	12/11-1/10	32.01
101561.5450.000	VERIZON WIRELESS	12/14-1/13	32.06
101140.5450.000	VERIZON WIRELESS	1/14-2/13	39.92
520590.5450.000	VERIZON WIRELESS	12/11-1/10	48.01
101140.5450.000	VERIZON WIRELESS	12/14-1/13	50.84
101560.5450.000	VERIZON WIRELESS	12/14-1/13	64.12
276210.5450.000	VERIZON WIRELESS	12/14-1/13	64.12
520520.5450.100	VERIZON WIRELESS	WPCP AIR CARD	90.37
278690.5450.000	VERIZON WIRELESS	12/14-1/13	152.09
101110.5230.000	VERIZON WIRELESS- LERT B	SUBPOENA INFO	50.00
101110.5718.000	WATCH GUARD VIDEO	MIC & BELT	375.00
278690.5240.510	WB REAL ESTATE INVESTMENTS	RENT ASSIST	192.00
278690.5240.510	WESLEY FERGUSON	RENT ASSIST	257.00
278690.5240.510	WILLIAM & LINDA HAVELKA	RENT ASSIST	149.00
278690.5240.510	WILLIAM & LINDA HAVELKA	RENT ASSIST	359.00
278690.5240.510	WILLIAM & LINDA HAVELKA	RENT ASSIST	500.00
278690.5240.510	WILLIAM C. WILSON	RENT ASSIST	282.00
278690.5240.510	WILLIAM L HOBSON	RENT ASSIST	201.00
290113.5450.000	WINDSTREAM IOWA COMMUNICATIONS	12/19-1/18	76.44
101310.5410.000	WOODMAN CONTROLS	TECH CALL	1,100.00
520520.5600.030	WW GRAINGER	GLOVES/LAB	37.08
206710.5600.000	WW GRAINGER	THERMOSTAT	57.38
520520.5132.000	WW GRAINGER	GLOVES/LAB	80.10
101880.5600.000	WW GRAINGER	WATER FILTER	144.72
520520.5718.000	WW GRAINGER	2 HEATERS/THERMOSTATS	2,845.80
520520.5600.000	ZIEGLER INC	FILTERS/FEE	213.94
206710.5340.070	ZIEGLER INC	REPAIR GOVENOR	743.76
206710.5570.000	ZIEGLER INC	BUCKET CYLINDER	767.17
520520.5410.000	ZIEGLER INC	OIL LEAK CAT	3,644.43
TOTAL			363,700.14



James L. Lowrance, Mayor
Randy Wetmore, Administrator
Lori Stansberry, Finance Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

Finance Department

To: Honorable Mayor, City Council and City Administrator

From: Lori Stansberry, Finance Director

Date: February 6, 2015

Re: Budget Update

During the current budget cycle the City has not experienced much growth in taxable property values which results in a decrease of tax revenues. Based upon the budget figures for fiscal year 2014-2015, we budgeted \$11,331,787 for general fund property tax revenues and transfers in. The total revenues and transfers in for this fiscal year are budgeted at \$14,797,817. Property taxes account for 77% of the revenue in general fund based on the FY 14-15 budget document.

With taxable property values not increasing at the same rate as cost of living, staff has reviewed several options for cost savings and revenue generation. This will be an ongoing process through the next several months. We've had several meetings so that we can make appropriate cuts and analysis of revenues to maintain city services with minimal reductions and appropriate cash balances. The ending cash balance is what Moody Rating Services uses to give the City their bond rating.

In addition, we know property taxes will continue to decrease due to the State reclassifying multiple family commercial properties to a new classification in coming years. The rollback factor as of the end of fiscal year 2015-16 is at the commercial rollback rate of 90%. The taxable valuations for multi residential properties will continue decreasing for the next eight years until they reach the same rollback rate as single family residential property.

• Fiscal Year 2016-17	86.25%
• Fiscal Year 2017-18	82.50%
• Fiscal Year 2018-19	78.75%
• Fiscal Year 2019-20	75.00%
• Fiscal Year 2020-21	71.25%
• Fiscal Year 2021-22	67.50%
• Fiscal Year 2022-23	63.75%
• Fiscal Year 2023 thereafter	Currently at 55.73%

City Council

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



64-611**Adoption of Budget and Certification of City Taxes****FISCAL YEAR BEGINNING JULY 1, 2015 - ENDING JUNE 30, 2016**The City of: MarshalltownCounty Name: MARSHALL

Date Budget Adopted: _____

(Date) xx/xx/xx

At a meeting of the City Council, held after the public hearing as required by law, as specified above, the proposed budget was adopted as summarized and attached hereto, and tax levies, as itemized below, were approved for all taxable property of this City. There is attached a Long Term Debt Schedule Form 703 for the debt service needs, if any.

County Auditor Date Stamp

Telephone Number

Signature

January 1, 2014 Property Valuations

With Gas & Electric

Without Gas & Electric

Last Official Census

Regular

2a

750,460,259

2b

689,460,259

27,552

DEBT SERVICE

3a

790,655,016

3b

729,724,540

Ag Land

4a

4,601,327

TAXES LEVIED

(A)

(B)

(C)

Code Sec.	Dollar Limit	Purpose	Request with Utility Replacement	Property Taxes Levied	Rate
384.1	8.10000	Regular General levy	5 6,078,728	5,584,628	43 8.10000
(384)		Non-Voted Other Permissible Levies			
12(8)	0.67500	Contract for use of Bridge	6	0	44 0
12(10)	0.95000	Opr & Maint publicly owned Transit	7 170,000	156,183	45 0.22653
12(11)	Amt Nec	Rent, Ins. Maint of Civic Center	8 76,760	70,518	46 0.10228
12(12)	0.13500	Opr & Maint of City owned Civic Center	9	0	47 0
12(13)	0.06750	Planning a Sanitary Disposal Project	10	0	48 0
12(14)	0.27000	Aviation Authority (under sec.330A.15)	11	0	49 0
12(15)	0.06750	Levee Impr. fund in special charter city	13	0	51 0
12(17)	Amt Nec	Liability, property & self insurance costs	14 153,695	141,201	52 0.20480
12(21)	Amt Nec	Support of a Local Emerg.Mgmt.Comm.	462 29,580	27,179	465 0.03942
(384)		Voted Other Permissible Levies			
12(1)	0.13500	Instrumental/Vocal Music Groups	15 9,992	9,177	53 0.01331
12(2)	0.81000	Memorial Building	16	0	54 0
12(3)	0.13500	Symphony Orchestra	17	0	55 0
12(4)	0.27000	Cultural & Scientific Facilities	18	0	56 0
12(5)	As Voted	County Bridge	19	0	57 0
12(6)	1.35000	Missi or Missouri River Bridge Const.	20	0	58 0
12(9)	0.03375	Aid to a Transit Company	21	0	59 0
12(16)	0.20500	Maintain Institution received by gift/devise	22	0	60 0
12(18)	1.00000	City Emergency Medical District	463	0	466 0
12(20)	0.27000	Support Public Library	23	0	61 0
28E.22	1.50000	Unified Law Enforcement	24	0	62 0
Total General Fund Regular Levies (5 thru 24)			25 6,518,755	5,988,886	
384.1	3.00375	Ag Land	26 13,821	13,821	63 3.00375
Total General Fund Tax Levies (25 + 26)			27 6,532,576	6,002,707	Do Not Add
Special Revenue Levies					
384.8	0.27000	Emergency (if general fund at levy limit)	28 202,624	186,154	64 0.27000
384.6	Amt Nec	Police & Fire Retirement	29 1,241,825	1,140,884	1.65475
	Amt Nec	FICA & IPERS (if general fund at levy limit)	30 310,332	285,106	0.41352
Rules	Amt Nec	Other Employee Benefits	31	0	0
Total Employee Benefit Levies (29,30,31)			32 1,552,157	1,425,990	65 2.06827
Sub Total Special Revenue Levies (28+32)			33 1,754,781	1,612,144	
Valuation					
386	As Req	With Gas & Elec	Without Gas & Elec		
SSMID 1	(A)	(B)	34	0	66 0
SSMID 2	(A)	(B)	35	0	67 0
SSMID 3	(A)	(B)	36	0	68 0
SSMID 4	(A)	(B)	37	0	69 0
SSMID 5	(A)	(B)	555	0	565 0
SSMID 6	(A)	(B)	556	0	566 0
SSMID 7	(A)	(B)	1177	0	0
Total SSMID			38 0	0	Do Not Add
Total Special Revenue Levies			39 1,754,781	1,612,144	
384.4	Amt Nec	Debt Service Levy 76.10(6)	40 2,389,150	2,205,038	70 3.02174
384.7	0.67500	Capital Projects (Capital Improv. Reserve)	41 506,556	465,379	71 0.67499
Total Property Taxes (27+39+40+41)			42 11,183,063	10,285,268	72 14.72134

COUNTY AUDITOR - I certify the budget is in compliance with ALL the following:Budgets that **DO NOT** meet ALL the criteria below are not statutorily compliant & must be returned to the city for correction.

- 1) The prescribed Notice of Public Hearing Budget Estimate (Form 631.1) was lawfully published, or posted if applicable, and notarized, filed proof was evidenced.
- 2) Budget hearing notices were published or posted not less than 10 days, nor more than 20 days, prior to the budget hearing.
- 3) Adopted property taxes do not exceed published or posted amounts.
- 4) Adopted expenditures do not exceed published or posted amounts in each of the nine program areas, or in total.
- 5) The budget file uploaded to the SUBMIT Area matched the paper copy certified by the city to this office.

(County Auditor)

LONG TERM DEBT SCHEDULE
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Fiscal Year
2016

City Name: **Marshalltown**

Project Name (A)	Amount of Issue (B)	Date Certified to County Auditor (C)	Principal Due FY 2016 (D)	Interest Due FY 2016 +(E)	Bond Reg/Other Fees Due FY 2016 +(F)	Total Obligation Due FY 2016 =(G)	Paid from Funds OTHER THAN Current Year Property Taxes -(H)	Amount Paid by Current Year Debt Service Levy =(I)
(1) DIS BACKFILL REVENUE							92,882	-92,882
(2)						0		0
(3) 2006 GO Notes - Fiscal Year 2007 not certified			130,000	74,010		207,256		207,256
(4) 31122 - 2008A Essential Corporate Refunding	8,990,000	04-01-08	1,150,000	78,750	500	1,229,250	269,100	960,150
(5) 31125 - 2009A Essential Corporate Refunding	3,500,000	05-01-09	335,000	27,510	500	363,010		363,010
(6) 31127 - 2011A General Obligation Bonds	7,200,000	04-01-11	680,000	138,067	500	818,567	818,567	0
(7) 31128 - 2011B General Obligation Bonds	2,380,000	10-26-11	140,000	42,718	500	183,218	76,184	107,034
(8) 31129 - 2012A General Obligation Bonds	5,000,000	04-12-12	175,000	83,687	500	259,187	88,650	170,537
(9) 31130 - 2012B Crossover advance refunding (2008B)	3,080,000	04-24-12	370,000	43,945	500	414,445		414,445
(10) 31131 - 2013A Essential Corporate Purpose Bonds	5,900,000	03-12-13	175,000	84,300	500	259,800		259,800
(11) 31132 - 2014 General Obligation Bonds	2,225,000	12-30-14				0		0
(12) 31133 - Software Loan Payable	67,463	03-03-14	22,876			22,876	22,876	0
(13)						0		0
(14)						0		0
(15)						0		0
(16) 52011 - 2012 Sewer Revenue & Refunding		05-08-13	507,000	81,038	500	588,538	588,538	0
(17) 52012 - 2013 Sewer Revenue Improvement		06-18-13	228,000	69,189	500	297,689	297,689	0
(18) 52006 - 2014 Sewer Revenue3 Improvement		06-26-14	307,000	150,858	500	458,358	458,358	0
(19)						0		0
(20)						0		0
(21)						0		0
(22)						0		0
(23)						0		0
(24)						0		0
(25)						0		0
(26)						0		0
(27)						0		0
(28)						0		0
(29)						0		0
(30)						0		0
TOTALS							2,713,044	2,389,150

CITY OF MARSHALLTOWN, IOWA									
OWN of General	Obligation Principal & Interest by Fundin								
	2006A Cap	2008A Esst	2009A	2011B	2012A	2012B Crosso	2013A	2014	
	Bank Note	Corp Rfnd	Rfnd	Esstnl Corp	GO Bonds	GO Bonds	GO Bonds	GO Bonds	TOTAL
YEAR	Equip	Bonds	Bonds	Trolley - Main					G.O. Debt Servic
Project # >	31121	31122	31125	31128	31129	31130	31131	3112	Property Tax
2015 BDS	195,000	765,000	325,000	81,176	110,000	375,000	150,000	140,000	2,141,176
2015 INT	6,454	96,424	35,310	24,769	45,938	49,570	86,550	18,969	363,984
2016 BDS		890,000	335,000	81,176	125,000	370,000	175,000	395,000	2,371,176
2016 INT		69,650	27,510	23,957	44,837	43,945	84,300	43,125	337,324
2017 BDS		1,100,000	350,000	84,076	225,000	360,000	300,000	100,000	2,519,076
2017 INT		38,500	18,800	23,145	43,588	38,395	81,675	37,200	281,303
2018 BDS			300,000	84,076	225,000	355,000	950,000	175,000	2,089,076
2018 INT			9,000	22,137	41,337	32,995	77,175	35,200	217,844
2019 BDS				86,975	225,000	345,000	970,000	275,000	1,901,975
2019 INT				20,917	39,088	27,670	62,925	31,700	182,300
2020 BDS				89,874	225,000	335,000	975,000	275,000	1,899,874
2020 INT				19,482	36,275	22,495	48,375	26,200	152,827
2021 BDS				92,773	225,000	330,000	1,000,000	300,000	1,947,773
2021 INT				17,775	32,900	17,470	33,750	20,700	122,595
2022 BDS				95,672	225,000	320,000	1,000,000	325,000	1,965,672
2022 INT				15,873	28,962	12,025	17,500	13,800	88,160
2023 BDS				98,571	225,000	290,000		240,000	853,571
2023 INT				13,768	24,463	5,945		6,000	50,176
2024 BDS				101,471	225,000				326,471
2024 INT				11,452	19,963				31,415
2025 BDS				104,370	225,000				329,370
2025 INT				8,966	14,900				23,866
2026 BDS				110,168	215,000				325,168
2026 INT				6,252	9,837				16,089
2027 BDS				113,067	200,000				313,067
2027 INT				3,222	5,000				8,222
TOTAL BONDS	195,000	2,755,000	1,310,000	1,223,445	2,675,000	3,080,000	5,520,000	2,225,000	18,983,445
TOTAL INTER	6,454	204,574	90,620	211,715	387,088	250,510	492,250	232,894	1,876,105
TOTAL NEED	201,454	2,959,574	1,400,620	1,435,160	3,062,088	3,330,510	6,012,250	2,457,894	20,859,550
									-

CITY						
own of General						
	2008A Essntl	2011A Essntl	2011B	2012A	2012A	
	Corp Rfnd	Corp Bonds	Esstnl Corp	GO Bonds	GO Bonds	
	Bonds	IA Ave	Madison	Olive	Madison	Total TIF
YEAR		TIF #3	TIF #4	TIF #3	TIF #4	Funded Debt
Project # >	31122	31127	31128	31129	31129	
2015 BDS	385,000	310,000	58,824	6,400	33,600	793,824
2015 INT	22,576	9,853	17,949	6,280	32,970	89,628
2016 BDS	260,000	315,000	58,824	8,000	42,000	683,824
2016 INT	9,100	5,512	17,360	6,216	32,634	70,822
2017 BDS	-		60,924	20,000	105,000	185,924
2017 INT	-		16,772	6,136	32,214	55,122
2018 BDS			60,924	20,000	105,000	185,924
2018 INT			16,041	5,936	31,164	53,141
2019 BDS			63,025	28,000	147,000	238,025
2019 INT			15,158	5,736	30,114	51,008
2020 BDS			65,126	28,000	147,000	240,126
2020 INT			14,118	5,386	28,276	47,780
2021 BDS			67,227	28,000	147,000	242,227
2021 INT			12,880	4,966	26,072	43,918
2022 BDS			69,328	32,000	168,000	269,328
2022 INT			11,502	4,476	23,498	39,476
2023 BDS			71,429	32,000	168,000	271,429
2023 INT			9,977	3,836	20,139	33,952
2024 BDS			73,529	28,000	147,000	248,529
2024 INT			8,298	3,196	16,779	28,273
2025 BDS			75,630	32,000	168,000	275,630
2025 INT			6,497	2,566	13,472	22,535
2026 BDS			79,832	37,600	197,400	314,832
2026 INT			4,530	1,846	9,692	16,068
2027 BDS			81,933	40,000	210,000	331,933
2027 INT			2,335	1,000	5,250	8,585
TOTAL BON	645,000	625,000	886,555	340,000	1,785,000	4,281,555
TOTAL INT	31,676	15,365	153,417	57,576	302,274	560,308
TOTAL NEE	676,676	640,365	1,039,972	397,576	2,087,274	4,841,863

CITY									
wn of General									
						TOTALS FOR SPLIT ISSUES			
	2005 Fire	2011 Peak	Software	Total	2008A Essntl	2011A Essntl	2011B	2012A	
	Truck Loan	Flow Bonds	Loan Pay	Outstanding	Corp Rfnd	Corp Bonds	Esstnl Corp	GO Bonds	
YEAR	Capital Imp Le	Sewer Chrgs		GO & TIF Debt	Bonds	Bonds	Madison		
Project # >	31119	31127	31133		31122	31127	31128	31128	
2015 BDS	13,841	355,000	22,876	3,303,841	1,150,000	665,000	140,000	150,000	
2015 INT		137,525		591,137	119,000	147,378	42,718	85,188	
2016 BDS		365,000	22,876	3,420,000	1,150,000	680,000	140,000	175,000	
2016 INT		132,555		540,701	78,750	138,067	41,317	83,687	
2017 BDS		370,000	21,711	3,075,000	1,100,000	370,000	145,000	350,000	
2017 INT		126,168		462,593	38,500	126,168	39,917	81,938	
2018 BDS		380,000		2,655,000	-	380,000	145,000	350,000	
2018 INT		118,768		389,753	-	118,768	38,178	78,437	
2019 BDS		395,000		2,535,000	-	395,000	150,000	400,000	
2019 INT		110,218		343,526	-	110,218	36,075	74,938	
2020 BDS		410,000		2,550,000	-	410,000	155,000	400,000	
2020 INT		100,540		301,147	-	100,540	33,600	69,937	
2021 BDS		425,000		2,615,000	-	425,000	160,000	400,000	
2021 INT		89,675		256,188	-	89,675	30,655	63,938	
2022 BDS		440,000		2,675,000	-	440,000	165,000	425,000	
2022 INT		77,350		204,986	-	77,350	27,375	56,936	
2023 BDS		460,000		1,585,000	-	460,000	170,000	425,000	
2023 INT		64,150		148,278	-	64,150	23,745	48,438	
2024 BDS		475,000		1,050,000	-	475,000	175,000	400,000	
2024 INT		49,890		109,578	-	49,890	19,750	39,938	
2025 BDS		500,000		1,105,000	-	500,000	180,000	425,000	
2025 INT		34,690		81,091	-	34,690	15,463	30,938	
2026 BDS		520,000		1,160,000	-	520,000	190,000	450,000	
2026 INT		17,940		50,097	-	17,940	10,782	21,375	
2027 BDS		-		645,000	-	-	195,000	450,000	
2027 INT		-		16,807	-	-	5,557	11,250	
TOTAL BON	13,841	5,095,000	67,463	28,373,841	3,400,000	5,720,000	2,110,000	4,800,000	
TOTAL INT	-	1,059,469	-	3,495,882	236,250	1,074,834	365,132	746,938	
TOTAL NEE	13,841	6,154,469	67,463	31,869,723	3,636,250	6,794,834	2,475,132	5,546,938	
				-					

COUNCIL PROCEEDINGS

FEBRUARY 9, 2015

The Marshalltown City Council met in regular session on February 9, 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. Absent: Wirin. Schubert moved to approve the agenda, pulling the Skilled Iowa Designation presentation from the agenda, to be postponed until February 23, second by Greer. Motion approved 6-0.

CONSENT AGENDA:

Lamer moved to approve the Consent Agenda: Approve Council meeting Minutes of January 26, 2015; Approve Bill List in the amount of \$950,424.50; Reappoint to Veterans Memorial Coliseum: Laurel Phipps. Appoint: Gary Long and Terry Gruetzmacher; Appoint to Parks & Recreation: Renee Mathews, term ending 1/1/2017; Appoint to Board of Adjustment: Bob Wenner, term ending 4/1/2019; Appoint to Human Rights Commission: Carlos Portes, term ending 9/1/2018; Resolution 2015-012 Approving Contract Change Order #1 for the Alliant Gas Fired Plant / East Nevada Street Rebuild Sewer Phase Project Number 66013014, a decrease of \$3,871.00; Resolution 2015-013 Approving Engineering Services Contract with Fox Engineering Associates, Inc., and the City of Marshalltown, for the 2014 Sanitary Sewer Rehab Project 59014007, in the amount of \$36,900; Resolution 2015-014 Approving Engineering Services Contract with HR Green, Inc., for Levee Gatewell Repair Project 29113019A, in the amount of \$149,600.00; Resolution 2015-015 Approving Agreement for Removal, Transportation and Disposal of City Sludge with Nutri-Ject Systems, Inc; Resolution 2015-016 Approving Cash Rent Lease for LaFrentz Lane Acres, 5 Mann Farms, \$180 per acre for 4.6 acres, totaling \$842.40, located south east of Wal-Mart; Resolution 2015-017 Approving Tax Abatement Applications within Approved Urban Revitalization Areas of the City of Marshalltown, Iowa; Approve Liquor Licenses: (Pending fire inspection passage) renewals: Oasis; second by Greer. Consent agenda adopted 6-0.

REPORTS:

Kenn Vinson updated the council on the Alliant project progress. Fire Chief Rierson presented the annual Fire Department report.

MOTION:

Schubert moved to set the public hearing date of March 9, 2015, time at 5:30 PM, regarding the Budget for fiscal year ending June 30, 2016, second by Gowdy. Motion carried 6-0.

RESOLUTIONS:

PUBLIC HEARING

Mayor Lowrance declared the public hearing open for the amending Budget for fiscal year ending June 30, 2015. Finance Director Lori Stansberry was present to answer questions. There were no written comments received or public comments either for or against the proposal. Mayor Lowrance declared the public hearing closed.

Martin moved to adopt Resolution 2015-018 to Amend the Budget for Fiscal Year ending June 30, 2015, second by Lamer. Resolution adopted 6-0.

ORDINANCES:

Lamer moved to adopt the second reading of Ordinance 14938 Providing for the Division of Taxes Levied on Taxable Property in the 2015 Amendment to the Marshalltown Urban Renewal Area No. 2, Pursuant to Section 403.19 of the Code of Iowa, second by Greer. This is in reference to Resolution 2015-010 Amending the 2015 Urban Renewal Area Plan for the Marshalltown Urban Renewal Area No. 2. Second reading adopted 6-0.

Lamer moved to waive the council rules to permit waiving of the third reading of Ordinance 14938 and pass it this evening, second by Gowdy. Motion carried 6-0.

Lamer moved to adopt the third reading of Ordinance 14938 and adopt the Ordinance, second by Martin. Third reading and Ordinance adopted 6-0.

COUNCIL PROCEEDINGS
FEBRUARY 9, 2015

Greer moved to adopt the First reading of Ordinance 14939, Rezoning of 103, 105, and 107 West Linn Street, 107 ½ and 109 South 1st Street, and 108, 110, 112 South 2nd Street, set public hearing on third reading for March 9, 2015, second by Gowdy. There was no opposition to the proposal. The rezoning is consistent with the Comprehensive Plan considering the Library and Central Business District expansion. First reading adopted 6-0.

FUTURE AGENDA ITEMS DISCUSSION:

The council discussed the following items to be addressed at a future meeting: Central Iowa Fair liquor license event on March 7 (moved to the next meeting, applicant not present); Engineering Services Agreement Amendment No 1., Clapsaddle Garber Associates, Inc., Alliant Gas Fired Plant / East Nevada Street Rebuild 66013014A, \$37,158; CO#2 for the Iowa River Sanitary Sewer Interceptor Project 59011019, S.M. Hentges & Son increase of \$41,429.96; Leases for Marshalltown Football League and Marshalltown Little League, renewal for three years, \$1 per year for each agreement, payable in advance; Lead Grant 28E Agreements; Budget FYE 2016, with the hearing set for March 9. The publication needs to be finalized and provided to the newspaper on February 20 to meet the publication deadline. Finance Director Stansberry presented information to the council. The council discussed different ways to provide services in light of the tight budget. The emergency levy was increased from 22 cents to 27 cents. An omission of \$438K was discovered in the total GO debt required, necessitating a consideration of an additional 53-57 cents increase, or possible drawdown of the cash balance.

ADJOURNMENT

The meeting adjourned at 7:00 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
February 9, 2015, at 5:30 PM

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

CALL TO ORDER: Mayor James L. Lowrance

PLEDGE OF ALLEGIANCE:

ROLL CALL: Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin.

MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS:

APPROVAL OF AGENDA:

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

1. Approve Council meeting Minutes of January 26, 2015.
2. Approve Bill List in the amount of \$950,424.50.
3. Reappoint to Veterans Memorial Coliseum: Laurel Phipps. Appoint: Gary Long and Terry Gruetzmacher.
4. Appoint to Parks & Recreation: Renee Mathews, term ending 1/1/2017
5. Appoint to Board of Adjustment: Bob Wenner, term ending 4/1/2019
6. Appoint to Human Rights Commission: Carlos Portes, term ending 9/1/2018
7. Resolution 2015- 012 Approving Contract Change Order #1 for the Alliant Gas Fired Plant / East Nevada Street Rebuild Sewer Phase Project Number 66013014, a decrease of \$3,871.00.
8. Resolution 2015-013 Approving Engineering Services Contract with Fox Engineering Associates, Inc., and the City of Marshalltown, for the 2014 Sanitary Sewer Rehab Project 59014007, in the amount of \$36,900.
9. Resolution 2015-014 Approving Engineering Services Contract with HR Green, Inc., for Levee Gatewell Repair Project 29113019A, in the amount of \$149,600.00.
10. Resolution 2015-015 Approving Agreement for Removal, Transportation and Disposal of City Sludge with Nutri-Ject Systems, Inc.
11. Resolution 2015-016 Approving Cash Rent Lease for LaFrentz Lane Acres, 5 Mann Farms, \$180 per acre for 4.6 acres, totaling \$842.40, located south east of Wal-Mart.
12. Resolution 2015-017 Approving Tax Abatement Applications within Approved Urban Revitalization Areas of the City of Marshalltown, Iowa.
13. Approve Liquor Licenses: (Pending fire inspection passage)
RENEWALS: Oasis.

(end of consent agenda items)

REPORT:

14. MGS Update, Kenn Vinson
15. Annual Fire Department Report, Chief Rierson.

Visit www.ci.marshalltown.ia.us

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

Marshalltown



2012

MOTIONS:

16. Set public hearing date of March 9, 2015, regarding the Budget for fiscal year ending June 30, 2016. State law requires the publication of the proposed budget no later than Wednesday, February 25. The newspaper deadline is 5 PM, February 20.

RESOLUTIONS:

PUBLIC HEARING

17. Resolution Adopting Budget Amendment for Fiscal Year Ending June 30, 2015.

ORDINANCES:

18. Second reading of Ordinance 14938 Providing for the Division of Taxes Levied on Taxable Property in the 2015 Amendment to the Marshalltown Urban Renewal Area No. 2, Pursuant to Section 403.19 of the Code of Iowa. (Reference Resolution 2015-010 Amending the 2015 Urban Renewal Area Plan for the Marshalltown Urban Renewal Area No. 2.)
19. Adoption and third reading of Ordinance 14938 Providing for the Division of Taxes Levied on Taxable Property in the 2015 Amendment to the Marshalltown Urban Renewal Area No. 2, Pursuant to Section 403.19 of the Code of Iowa. (Reference Resolution 2015-010 Amending the 2015 Urban Renewal Area Plan for the Marshalltown Urban Renewal Area No. 2.)
20. First reading of Ordinance 14939, Rezoning of 103, 105, and 107 West Linn Street, 107 ½ and 109 South 1st Street, and 108, 110, 112 South 2nd Street, set public hearing on third reading for March 9, 2015.

DISCUSSION: Next agenda in process

1. Central Iowa Fair liquor license event on March 7.
2. Skilled Iowa Designation, Tom Deimerly.
3. Engineering Services Agreement Amendment No 1., Clapsaddle Garber Associates, Inc., Alliant Gas Fired Plant / East Nevada Street Rebuild 66013014A, \$37,158
4. CO#2 for the Iowa River Sanitary Sewer Interceptor Project 59011019, S.M. Hentges & Son increase of \$41,429.96
5. Leases for Marshalltown Football League and Marshalltown Little League, renewal for three years, \$1 per year for each agreement, payable in advance.
6. Lead Grant 28E Agreements
7. Budget FYE 2016.

PUBLIC COMMENTS:

ADJOURNMENT:

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Marshalltown



COUNCIL PROCEEDINGS
JANUARY 26, 2015

The Marshalltown City Council met in regular session on January 26, 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 recognized Rebecca Borota for ten years of service with the City. Mayor Lowrance announced vacancies on the Solid Waste Landfill Commission due to the resignation of long standing community volunteer John Cooper and encouraged individuals to complete board appointment applications for that committee and the Veterans Memorial Coliseum Commission. Mayor Lowrance also congratulated our Central Business District Director Jenny Etter for her work in getting Marshalltown selected as the host for the 2015 Main Street Iowa Conference Meeting location. Chief Tupper encouraged individuals to participate in forums sponsored by the police department to encourage discussion and review of recent incidents. Mayor Lowrance thanked the Police Department for their dedication. Present: Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin. Schubert approved the agenda, removing the item regarding the Engineering Services Agreement Amendment #1 for the Alliant Gas Fired Plant / East Nevada Street Rebuilding project from the discussion agenda, second by Lamer. Motion approved 7-0.

CONSENT AGENDA:

Lamer moved to approve the Consent Agenda: Approve Council meeting Minutes of January 12, 2015; Approve Bill List in the amount of \$2,548,968.98; Approve Council Goals, 2015; Receipt of December, 2014, Building Report; Resolution 2015-004 Authorizing Acceptance of a Martha – Ellen Tye Foundation Grant in the amount of \$9,055 for the Purpose of Replacing the Fire Station Paging / Alerting System; Resolution 2015-005 to Approve the Region 6 Planning Commission \$360,000 Transportation Alternatives Application for the Iowa River Trail; Resolution 2015-006 Authorizing Acceptance of a Grant in the Amount of \$3,067 from Branching Out / trees Forever Program; Resolution 2015-007 Approving Contract Mowing Agreement between City of Marshalltown and Independent Contractors; Resolution 2015-008 Approving Fees for Campground and Park Rental Shelters in the City of Marshalltown; Resolution 2015-009 Approving Agreement Amendment No. 1 with HR Green, Inc., For Engineering Services for Ingledue Storm Sewer Rehabilitation, Project No 29108009, in the amount of \$7,500.00; Approve Liquor Licenses: (Pending fire inspection passage) RENEWALS: Rumours Sports Bar & Grill, Kwik Star #706, Abarrotes La Salud, Inc., Dollar General Store #2019, Dollar General Store #4206, 7 Rayos Liquor Store, Fareway Stores, Inc., #467; second by Greer. Consent agenda adopted 7-0.

MOTIONS:

Martin moved to set the public hearing on the Budget Amendment for Fiscal Year Ending June 30, 2015, for February 9, 2015, second by Lamer. Motion carried 7-0.

RESOLUTIONS:

PUBLIC HEARING

Mayor Lowrance declared the public hearing open for the amending the Urban Renewal Area Plan for Urban Renewal Area No. 2. Housing Director Spohnheimer informed the council the Zoning Commission found that the proposed plan amendment is in Compliance with the 2030 Comprehensive Plan. The Plan Amendment adds new property to the Urban Renewal Area, about 50 acres generally located south of Olive Street and between 18th Avenue and 12th Avenue, and for the use of incremental property tax revenues to make economic development payments to Menard, inc., in an amount not to exceed \$1,325,000, payments to be made over 20 years, in an amount equal to 60% of the incremental property tax payments attributable to the new facility. Marshalltown Economic Development Director Tom Deimerly and Scott Nuttelman, representing Menards, Inc., were present to answer questions about the proposed improvement. There were no written comments received or public comments either for or against the proposal. Mayor Lowrance declared the public hearing closed.

Lamer moved to adopt Resolution 2015-010 to Approve 2015 Urban Renewal Area Plan Amendment for the Marshalltown Urban Renewal Area No. 2, second by Schubert. Resolution adopted 7-0.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open for the Development Agreement with Menards. Marshalltown Economic Development Director Tom Deimerly and Scott Nuttelman, representing Menards were present to answer questions about the proposed improvements by Menard, Inc., being a truss manufacturing plant and reloading facility on the 50 acre parcel, with utilization of the area's rail spur to benefit the general industry area. Mayor Lowrance thanked Menard, Inc., for providing the initial investment in the community, as tax revenue will be generated immediately for their project. There were no written comments received or public comments either for or against the proposal. Mayor Lowrance declared the public hearing closed.

Wirin moved to adopt Resolution 2015-011 Approving Development Agreement with Menards, Inc., Authorizing Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement, amount not to exceed \$1,325,000, second by Greer. Resolution adopted 7-0.

ORDINANCES:

Mayor Lowrance declared the public hearing open adopting by reference the National Fire Protection Association 70-2014 National Electric Code as the City of Marshalltown Electrical Code. Public Works Director Justin Nickel was present to answer questions. There were no written comments received or public comments either for or against the proposal. Mayor Lowrance declared the public hearing closed.

COUNCIL PROCEEDINGS
JANUARY 26, 2015

Schubert moved to adopt the third reading and to adopt Ordinance 14936 Adopting the National Fire Protection Association 70-2014 National Electric Code as the City of Marshalltown Electrical Code Effective February 1, 2015, set public hearing on January 26, 2015, second by Wirin. Third Reading and Ordinance adopted 7-0.

Greer moved to adopt the third reading and to adopt Ordinance 14937 Amending the Marshalltown Code of Ordinances Vehicle and Traffic Chapter 20 Regarding adding a Traffic Signal at the Intersection of East Nevada Street and 18th Avenue, second by Schubert. First reading adopted 7-0. Hoop moved to waive the second reading of Ordinance 14937, second by Gowdy. Third Reading and Ordinance adopted 7-0.

Lamer moved to adopt the first reading of Ordinance 14938 Providing for the Division of Taxes Levied on Taxable Property in the 2015 Amendment to the Marshalltown Urban Renewal Area No. 2, Pursuant to Section 403.19 of the Code of Iowa, second by Martin. This is in reference to Resolution 2015-010 Amending the 2015 Urban Renewal Area Plan for the Marshalltown Urban Renewal Area No. 2. First reading adopted 7-0.

FUTURE AGENDA ITEMS DISCUSSION:

The council discussed the following items to be addressed at a future meeting: Contract Change Order #1, Raccoon Valley Contractors, Alliant Gas Fired Plant / East Nevada Street Rebuild 66013014A, decrease of \$3,871.00; Engineering Services Agreement, Fox Engineering Associates, Inc., 2014 Sanitary Sewer Rehab 59014007A, \$36,900.00; Engineering Services Agreement, HR Green, Inc., Levee Gatewell Repair Project 29113019A, \$149,600.00; Agreement with Nutri-Ject Systems, Inc., removal, transportation and disposal of city sludge, land apply sludge to farm ground adjacent to the plant and to land north of town near the airport, approximately 7.1 million gallons annually, contract expected to exceed \$50,000; Farm Lease Bid recommendation, \$22,631, annual cash rent, Airport, Hibbs Farms; Farm Lease Bid recommendation, \$842.40, annual cash rent, LaFrentz Lane, 5 Mann Farms; Initial budget schedule for fiscal year ending June 30, 2016, requires review of utility rates, and anticipate 1-2 special meetings to discuss the general fund.

ADJOURNMENT

The meeting adjourned at 6:40 PM.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

James L. Lowrance, Mayor

Shari L. Coughenour, CMC, City Clerk

Row



Board and Commission Roster

Coliseum Commission

Department: Parks

Dept. Phone: (641) 754-5715

Veteran representation of the various veterans organization in the City. Committee oversees the operations, maintenance, and capital improvements to the building. Committee works with Parks and Recreation Director. Committee holds monthly meeting at the Coliseum. The Memorial Coliseum Commissioners are selected by the Veterans Service Organizations, enumerated in Section 37.10 in the Code of Iowa, at a convention. The selection by the Veterans Convention shall be approved by resolution by the City Council. The Commissioners are in charge of the management and supervision of the Memorial Coliseum. Meetings are held on the 1st Monday of each month - appointments are for a three-year period. Five Members.

Term End

Date

Member Contact Information

12/31/2016	William H. Baltisberger	(641) 753-7494	Need email
	1110 Summit Street	(641) 750-4934	
1/1/2018	Terry Gruetzmacher	(319) 404-7331	tagrnc@mchsi.com
	3102 S 14th St		
12/31/2016	Larry Larson		Need email
	306 Thomas Drive		
1/1/2018	Gary Long	(641) 352-0060	garyhowardlong@gmail.com
	1702 W Lincoln Way	(641) 752-4163	
1/1/2018	Laurel Phipps		Need email
	509 Edgebrook Court		

Friday, February 06, 2015

RLW



Board and Commission Roster

Park & Rec Advisory Committee

Department: Parks

Dept. Phone: (641) 754-5715

Sec 2.201 - SEVEN MEMBERS

<u>Term End</u> <u>Date</u>	<u>Member Contact Information</u>		
1/1/2016	Jack Harkness 621 Jerome Street	(641) 751-5309	jharkness@gmail.com
1/1/2016	Floyd Harthun 6 Highland Acres Road	(641) 751-5802 (641) 752-0073	eandfharthun@mchsi.com
1/1/2017	Renee Mathews	(641) 328-4600 (641) 754-1156	rmathews@marshalltown.12.ia.us <i>replaced Cindy Stamp</i>
1/1/2017	Erika Ortiz 812 N 4th St	(641) 844-4619	erikaortiz0825@yahoo.com
1/1/2017	Ruben Rodriguez 704 Roberts Terrace	(641) 750-0189	r.rodriguez.photography@gmail.com <i>replaces Steven Needs</i>
1/1/2015	Jeffrey Sogge 2018 Campbell Drive	(641) 753-3609 (641) 752-6701	jsogge@cgaconsultants.com
1/1/2017	Matt Tullis	(641) 485-8410 (641) 754-1000	mtullis@marshalltown.k12.ia.us

Friday, February 06, 2015



Board and Commission Roster

Board of Adjustment

Department: Housing

Dept. Phone: (641) 754-5756

The Board of Adjustment is a quasi-judicial board that acts similar to a judge and has the authority to allow use of zoned property for a non-conforming use or extension of a non-conforming use as provided in the Zoning Ordinance. If an applicant disagrees with the Board's decision on the Variance, Special Use or Appeals, they would appeal to the Court system. The Board of Adjustment meets the 1st and 3rd Tuesday of each month at 5:00 PM. Five members are appointed by the Mayor, with five-year terms.

<u>Term End</u> <u>Date</u>	<u>Member Contact Information</u>		
4/1/2017	Darrell Eaton 1717 Country Club Lane	(641) 752-4154	ddeaton@mchsi.com
4/1/2019	Kevin Hitchins 102 E Church Street	(641) 752-4507 (641) 691-5509	kevin@gbsbhlaw.com
4/1/2018	David G. Schulze 306 S 17th Avenue	(641) 751-9910 (641) 752-3930	schulzedd@teamtsp.com
4/1/2017	G. Ward Miller 2009 Gethmann Drive	(641) 752-5500	janwmiller@mchsi.com
4/1/2019	Robert Wenner 1109 Prairie Lane	(641) 752-3302 (641) 485-0827	bob50158@gmail.com

Friday, February 06, 2015



Board and Commission Roster

Human Rights Commission

Department: Mayor

Dept. Phone: (641) 754-5712

The Human Rights Commission consists of seven citizens who are appointed by the Mayor with the approval of the City Council. The members of this Commission will have the following representation: City of Marshalltown, Marshalltown Community School District, Marshalltown Community College, Area Education Agency 6, Marshall County, Diversity Committee and Ministerial Alliance. This Commission will act as an executive committee with each member representing their defined segment of the community. Each member will have the freedom/flexibility to create/form sub-groups to respond to particular issues. The full Commission will have oversight responsibility and have a proactive element as a part of its overall mission.

<u>Term End Date</u>	<u>Member Contact Information</u>	
9/1/2015	Gregg Davison 505 Friendly Drive	(641) 752-0231 gdavison@tlc-elca.org (641) 691-6897
9/1/2014	Daniel Engesser	dkenge@gmail.com
9/1/2016	Veronica Guevara 611 Summit St	(641) 691-2267 vyguevara@gmail.com <i>appointed 4/28/2014</i>
9/1/2016	Ramon Ibarra 703 Bromley St	(641) 691-2577 ibaram45@gmail.com <i>appointed 4/28/2014</i>
9/1/2014	Bentiwa Johnson 401 E Southridge Road #D	(641) 691-2487 johnsonbentiwa@yahoo.com <i>replaces Heather Korte</i>
9/1/2015	Tammy Lawson 807 S 3rd Avenue	(641) 351-1096 email@tammylawson.com
9/1/2018	Carlos Portes 2007 W Main Street	(641) 753-8971 portes@cpglobal.us (917) 687-0700

Friday, February 06, 2015

725W

RESOLUTION APPROVING CONTRACT CHANGE ORDER #1
FOR THE ALLIANT GAS FIRED PLANT / EAST NEVADA STREET REBUILD SEWER
PHASE PROJECT NUMBER 66013014
A DECREASE OF \$3,871.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Raccoon Valley Contractors of Waukee, IA, for the labor and material for the Alliant Gas Fired Plant / East Nevada Street Rebuild SEWER PHASE Project 66013014; and

WHEREAS A decrease is requested for connecting a 4" sanitary sewer service to the 18" main to successfully complete the project for the Alliant Gas Fired Plant / East Nevada Street Rebuild SEWER PHASE Project in the amount of \$3,871.00.

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

Section1. That the contract Change Order #1 for the Alliant Gas Fired Plant / East Nevada Street Rebuild SEWER PHASE Project 66013014, in the decreased amount of \$3,871.00 is hereby accepted and approved.

Passed this 9th day of February, 2015 and signed this _____ day of February, 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

January 20, 2015

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

From: Justin Nickel
Director of Public Works

Re: Change Order #1– Raccoon Valley Contractors for Alliant Sewer Extension/
Siphon Replacement (Proj. No 66013014)

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

Recommendation: Staff recommends approving Change Order #1 with Raccoon Valley Contractors for a decrease in the amount of \$3,871.00.

Background: This change order is for labor and materials to make a 4" sanitary sewer service connection to the 18" main. An adjustment was required to move the connection location to avoid conflict at the manhole with the 18" pipe. The change amounts to a net decrease because item 3.01 (Trench Foundation) and 3.02 (Replacement of unsuitable backfill material) were not used during construction.

Budget Impact: The cost of these improvements is being reimbursed by Alliant Energy.

Attachment: Change Order No. 1.

cc: Randy Wetmore, City Administrator

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



Change Order

No. 1

Project: Alliant Sewer Extension / Siphon Replacement	Date of Contract: November 24, 2014
Owner: City of Marshalltown	Owner's Contract No.: 66013014
Engineer: FOX Engineering	Engineer's Project No.: 2407-13A
Contractor: Raccoon Valley Contractors	Date of Issuance: January 5, 2015

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

DESCRIPTION:

<u>Item 1</u>	Connection of 4" sanitary sewer service to 18" main.	Add	\$1,149.00	for this change.
<u>Item 2</u>	Delete Bid Item 3.01 (not needed for project)	Deduct	\$1,820.00	for this change.
<u>Item 3</u>	Delete Bid Item 3.02 (not needed for project)	Deduct	\$3,200.00	for this change.

Attachments: Change Proposal from Raccoon Valley Contractors

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$235,332.00

☐ Increase ☐ Decrease from previously approved Change Orders:

\$

Contract Price prior to this Change Order:

\$235,332.00

☐ Increase ☒ Decrease of this Change Order:

\$ 3,871.00

Contract Price incorporating this Change Order:

\$231,461.00

CHANGE IN CONTRACT TIMES:

Original Contract ☐ Working ☐ Calendar
Substantial completion: December 30, 2014
Ready for final payment: June 30, 2015

☐ Increase ☐ Decrease from previously approved Change Orders:

Substantial completion (days): N/A

Ready for final payment (days): N/A

Contract Times prior to this Change Order:

Substantial completion: December 30, 2014

Ready for final payment: June 30, 2015

☐ Increase ☐ Decrease of this Change Order:

Substantial completion (days): N/A

Ready for final payment (days): N/A

Contract Times with all approved Change Orders:

Substantial completion: December 30, 2014

Ready for final payment: June 30, 2015

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 1/13/15

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 1-6-15

Raccoon Valley Contractors

520 SE Prairie Park Ln

Waukee, IA 50263

Office 515-987-8754

Fax 877-489-1555

Change Order 1

12/11/2014

TO: John Washington

Fox Engineering Associates

Ames, IA 50010

Project: Marshalltown Alliant Sewer Extension

Connecting sewer service to main line					
1	labor	HR	1	\$ 500.00	\$ 500.00
2	Service Y	Each	1	\$ 480.00	\$ 480.00
3	Reducer	Each	1	\$ 35.00	\$ 35.00
4	Fernco	Each	1	\$ 30.00	\$ 30.00
5	Bends	Each	2	\$ 13.00	\$ 26.00
6	4" pipe	Each	1	\$ 28.00	\$ 28.00
7	1" Clean Rock	LS	1	\$ 50.00	\$ 50.00
Total				\$	1,149.00
				\$	

Excludes:

ACCEPTED:

Date:

Company:

By:

Title

Raccoon Valley Contracors, LLC

By:

Date:

7/2/2015

RESOLUTION APPROVING ENGINEERING SERVICES CONTRACT WITH FOX
ENGINEERING ASSOCIATES INC., AND THE CITY OF MARSHALLTOWN FOR
THE 2014 SANITARY SEWER REHAB PROJECT IN THE CITY OF
MARSHALLTOWN, IOWA, BEING PROJECT NUMBER 59014007 IN THE
AMOUNT OF \$36,900.00

WHEREAS the City of Marshalltown has contracted with FOX Engineering Associates Inc., for Engineering Services for the 2014 Sanitary Sewer Rehab Project.

WHEREAS Engineering Services are required for project design and construction and;

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

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

Section 1. That the contract for Engineering Services for the 2014 Sanitary Sewer Rehab Project in the amount of \$36,900.00, be accepted and approved.

Passed this 9th day of February 2015, and signed this ____ day of February 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

January 19, 2015

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

From: Justin Nickel
Director of Public Works

Re: Agreement – Fox Engineering for engineering services for 2014 Sanitary Sewer Rehabilitation Project (59014007)

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

Recommendation: Staff recommends approving the Agreement with Fox for design of the 2014 Sanitary Sewer Rehabilitation project for a fee not to exceed \$36,900. The project consists of installation of cured in place (CIPP) lining of sewers and lining of manholes.

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

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

Attachment: Agreement.

cc: Randy Wetmore, City Administrator

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



CITY OF MARSHALLTOWN, IOWA
PUBLIC WORKS DEPARTMENT

**STANDARD AGREEMENT
FOR
ENGINEERING SERVICES**

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

WITNESSETH:

WHEREAS, the Owner wishes to employ the Engineer to perform professional engineering services on The 2014 Sanitary Sewer Rehabilitation Project – Number 59014007. These services include providing planning, engineering design, construction documents, and construction related services for the sanitary sewer improvements located in the City of Marshalltown. The improvements will include cured-in-place (CIPP) lining of sewers, cementitious lining of manholes, and manhole chimney seals (the Project); and, WHEREAS, the Owner requires certain engineering services in connection with the Project (the Services);

and,

WHEREAS, the Engineer is prepared to provide the Services;

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

ARTICLE 1 - EFFECTIVE DATE

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

ARTICLE 2 - GOVERNING LAW

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

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

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

ARTICLE 4 - COMPENSATION

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

ARTICLE 5 - OWNER'S RESPONSIBILITIES

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

ARTICLE 6 - SUPPLEMENTAL AGREEMENTS

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

ARTICLE 7 - PROJECT SCHEDULE

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

ARTICLE 8 - STANDARD OF CARE

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

ARTICLE 9 - INDEMNIFICATION AND INSURANCE

Engineer hereby agrees to indemnify and hold harmless Owner and any of its departments, divisions, agencies, officers, and employees and elected officials from all loss, damage, cost, or expenses specifically including attorneys' fees and other expenses of litigation incurred by or on behalf of the Owner and any of its officers,

employees or elected officials arising out of Engineer's negligent performance of Services under this Agreement.

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

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

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

The insurance coverages are as follows:

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

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

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

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

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

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 12 - REUSE OF DOCUMENTS

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

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

ARTICLE 14 - TERMINATION

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

ARTICLE 15 - DELAY IN PERFORMANCE

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

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

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

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

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

ARTICLE 16 - COMMUNICATIONS

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

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

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

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

ARTICLE 17 - WAIVER

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

ARTICLE 18 - SEVERABILITY

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

ARTICLE 19 - INTEGRATION

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

ARTICLE 20 - SUCCESSORS AND ASSIGNS

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

ARTICLE 21 - ASSIGNMENT

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

ARTICLE 22 - THIRD PARTY RIGHTS

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

ARTICLE 23 - RELATIONSHIP OF PARTIES

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

Contract No. _____
Project No. 59014007

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

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

James Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Date

Engineer

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

7/25/14

RESOLUTION APPROVING ENGINEERING SERVICES CONTRACT
WITH HR GREEN, INC., FOR
LEVEE GATEWELL REPAIR PROJECT
IN THE CITY OF MARSHALLTOWN, IOWA,
BEING PROJECT NUMBER 29113019
IN THE AMOUNT OF \$149,600.00

WHEREAS the contract with HR Green, for Engineering Services for plans and specifications for the construction of the Levee Gatewell Repair Project and that the said contract is now before this Council for final approval.

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

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

Section 1. That the contract for Engineering Services Agreement for the Levee Gatewell Repair Project in the amount of \$149,600.00 be accepted and approved.

Passed this 9th day of February, 2014, and signed this ____ day of February, 2014.

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

January 19, 2015

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

From: Justin Nickel
Director of Public Works

Re: Agreement – HR Green for engineering services for Iowa River Levee, Linn Creek Levee and Floodwall System Reconstruction and Repairs

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

Recommendation: Staff recommends approving the Agreement with HR Green for design of the Levee and Floodwall System Repairs project for a fee not to exceed \$149,600. The project consists of Phase 1 of improvements to the levee including: raising sections of the earthen flood control structure, trail removal and reconstruction and removing and replacing gateways.

Background: In 2013 HR Green was hired to perform preliminary engineering for reconstruction and repair to the levees and gateways. That study split repairs into several phases. Phase 1 is now ready for final design.

Budget Impact: The City will issue bonds to pay for the design of this project. Bonds will be paid back using storm water utility fees.

Attachment: Agreement.

cc: Randy Wetmore, City Administrator

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



CITY OF MARSHALLTOWN, IOWA

PUBLIC WORKS DEPARTMENT

**STANDARD AGREEMENT
FOR
ENGINEERING SERVICES**

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

WITNESSETH:

WHEREAS, the Owner wishes to employ the Engineer to perform professional engineering services on the Iowa River Levee and the Linn Creek Levee and Floodwall System Reconstruction and Repairs, City of Marshalltown, Iowa, Project No. 29113019A. These services include providing engineering design and construction documents for the levee and floodwall improvements in phased project segments to match yearly allocations of City funding. The phased improvements are broken out into yearly projects but are subject to change at the City's discretion and allocated funding amounts. The subsequent Phases beyond Phase I will be scoped via amendments to this contract. The Phases are as follows:

Phase I- Iowa River Levee Improvements and Lower Linn Creek Improvements- Raise sections of the earthen Iowa River Levee and Highway 14 flood closure structure. Reconstruction to occur on the existing gatewells of the Iowa River Levee and gatewells on the Lower Linn Creek Reach. Final design will also include raising the Linn Creek Levee adjacent to N. 18th Avenue with associated trail removal and replacement to obtain adequate freeboard. The levee will be raised adjacent to the E. Main Street crossing with associate trail removal and replacement to obtain adequate freeboard. Existing gatewells north of E. Main Street and directly south of E. Main Street. The work for the Linn Creek Levee reaches near N. 18th Avenue and E. Main Street may be bid as alternate work so the option to remove the construction items associated with this work can be completed in the initial bid package exceeds the City budgeted funding for Phase I.

Phase II- Depending on final work completed under Phase I, this phase will continue work on Linn Creek Gatewell Repairs and repairs to noted levee embankment areas.

Phase III- Linn Creek Gatewell Repairs- Continue with gatewell repairs on south and west sections of Linn Creek. This phase will include removal and replacement of the shared used trail and restoration of all disturbed areas.

Phase IV- Linn Creek Gatewell Repairs- This phase includes gatewell installation and demolition of designated existing pipe systems through the levee. This work is primarily west of the S. Center St. crossing of Linn Creek and includes work at the Linn Creek Floodwall and also restoration of storage volume at the Linn Creek interior ponding area located north of W. High St. This phase also includes storm sewer construction to combine systems and reduce gatewell numbers for the Linn Creek levee west of S. Center St.

Phase V- Ponding Area Excavation- This phase includes the excavation of sediment from the existing interior drainage ponding areas. Ponding areas included are Area 4, 5, 6, 7, 8, and 11. These areas are ponding areas serving both the Iowa River and Linn Creek Levee reaches.

; and,

WHEREAS, the Owner requires certain engineering services in connection with the Project (the Services);

and,

WHEREAS, the Engineer is prepared to provide the Services and is fully qualified and currently licensed in Iowa to do so;

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

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be _____

ARTICLE 2 - GOVERNING LAW

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

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform the Services described in Attachment A, Scope of Services, in accordance with applicable sections of the City of Marshalltown Storm and Sanitary Sewer Specifications, the Iowa Statewide Urban Standard Specifications for Public Improvements, the Iowa Statewide Urban Design Standards for Public Improvements, IDOT Standard Specifications for Highway and Bridge Construction, IDOT Design Manual, and with the rules and

regulations of the Federal Highway Administration pertaining thereto which attachment is made part of this Agreement .

ARTICLE 4 - COMPENSATION

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

ARTICLE 5 – OWNER’S RESPONSIBILITIES

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

ARTICLE 6 - SUPPLEMENTAL AGREEMENTS

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

ARTICLE 7 - PROJECT SCHEDULE

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

ARTICLE 8 - STANDARD OF CARE

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

ARTICLE 9 - INDEMNIFICATION AND INSURANCE

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

- a. Claims, suits, or action of every kind and description when such suits or actions arise from the alleged negligent acts, errors, or omissions of the Engineer, its employees, agents, or subcontractors.
- b. Injury or damages received or sustained by any party because of the negligent acts, errors, or omissions of the Engineer, its employees, agents, or subcontractors.

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

The insurance coverages are as follows:

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

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

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

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project, (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to the Owner or to

comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 12 - REUSE OF DOCUMENTS

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

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

ARTICLE 14 - TERMINATION

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

ARTICLE 15 - DELAY IN PERFORMANCE

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

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

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

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

ARTICLE 16 - COMMUNICATIONS

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

Contract No. _____
Project No. _____

Engineer: Mr. Michael J. Ryan, P.E., CFM
HR Green, Inc.
8710 Earhart Lane SW
Cedar Rapids, IA 52404
319-841-4391

Owner: City of Marshalltown
Public Works Department
24 N. Center Street
Marshalltown, Iowa 50158
(641) 754-5734

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

ARTICLE 17 – WAIVER

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

ARTICLE 18 – SEVERABILITY

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

ARTICLE 19 – INTEGRATION

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

ARTICLE 20 - SUCCESSORS AND ASSIGNS

Contract No. _____

Project No. _____

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

ARTICLE 21 – ASSIGNMENT

Neither Owner nor Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent

Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services; however, other Agreements to the contrary notwithstanding, in the event Engineer employs independent consultants, associates, and subcontractors to assist in performance of the Services, Engineer shall be solely responsible for the negligent performance of the independent consultants, associates, and subcontractors so employed.

ARTICLE 22 - THIRD PARTY RIGHTS

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

ARTICLE 23 – RELATIONSHIP OF PARTIES

Nothing contained herein shall be construed to hold or to make the Owner a partner, joint venturer, or associate of Engineer, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties hereto is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

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

James Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Contract No. _____
Project No. _____

Date

H R Green, Inc.
Engineer

By: _____

RWW

RESOLUTION APPROVING AGREEMENT FOR REMOVAL,
TRANSPORTATION, AND DISPOSAL OF CITY SLUDGE BY AND BETWEEN
THE CITY OF MARSHALLTOWN, IOWA, AND NUTRI-JECT SYSTEMS, INC.

WHEREAS there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed Agreement for providing removal, transportation, and disposal of City sludge, by and between the City of Marshalltown, Iowa, and Nutri-Ject Systems, Inc.; and

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

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

Section 1. That the agreement by and between the City of Marshalltown, Iowa and Nutri-Ject Systems Inc. for providing removal, transportation and disposal of City sludge as described in the Agreement attached hereto is fully approved in all respects and particulars and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of the City of Marshalltown.

Passed this 9th day of February 2015, and signed this _____ day of February 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

January 20, 2015

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

From: Justin Nickel
Director of Public Works

Re: Agreement – Nutri-Ject Systems, Inc. to provide removal, transportation and disposal of City sludge.

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

Recommendation: Staff recommends approving the Agreement with Nutri-Ject Systems, Inc. to provide removal, transportation and disposal of City sludge. Nutri-Ject will charge 0.014616 \$/gal to apply sludge to the WPCP farm, 0.02842 \$/gal to the farm north of Marshalltown by Field Applicator, and .029525 \$/gal to the farm north of Marshalltown by Umbilical cord.

Background: The City's Water Pollution Control Plant produces approximately 7.1 million gallons of sludge annually. The most cost effective means of disposal is to land apply the sludge to farm ground adjacent to the plant and to land north of town near the airport.

Budget Impact: The WPCP budget has sufficient funds to pay for the removal, transportation and disposal of City sludge.

Attachment: Agreement.

cc: Randy Wetmore, City Administrator

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



A G R E E M E N T

This agreement made and entered into this 1st day of March, 2015 by and between the City of Marshalltown, Iowa, a municipal corporation (hereinafter referred to as "City") and Nutri-Ject Systems Inc., a corporation organized and existing under the laws of the State of Iowa and authorized to do business in the State of Iowa, (hereinafter referred to as "Contractor"),

WITNESSETH:

That for and in considerations set forth herein, the sufficiency of which is hereby acknowledged the parties agree as follows:

A. GENERAL PROVISIONS

1. Purpose: The purpose of this agreement is to provide for the removal, transportation and disposal of City's sewage sludge by Contractor on an "as needed" basis. City will provide the sludge in the form and quantities hereinafter specified. Contractor will remove the sludge from City's water pollution control facility, transport and dispose of it as is hereinafter set forth. All responsibility for said sludge, after removal from the water pollution control plant, will be the sole obligation of Contractor and City assumes no responsibility for same, except as provided for in this agreement and as provided by law.
2. Duration of agreement: This agreement shall commence on the 1st day of March, 2015 and shall continue through March 1, 2018 unless terminated sooner as provided herein.
3. Consideration by City: City shall pay Contractor at the end of each land application period at the following rate:

- | | | |
|----|---|----------|
| a) | City farm By Umbilical Cord | 0.014616 |
| | (South of Plant-228 Acres) | \$/gal. |
| b) | Farms North of Marshalltown (up to 8 Miles) | |
| | Injected by Field Applicator | 0.02842 |
| | | \$/gal. |
| | Injected by Umbilical Cord | 0.029525 |
| | | \$/gal. |

Other locations shall be negotiated if over the 8 mile distance, if it requires additional driving or unloading times. Like wise if the contractor finds a location closer to the Water Pollution Control Plant that would take less time and save the contractor money, a different rate can be negotiated to share in the savings.

- c) A charge of \$500.00 shall be assessed City if Contractor is required to mobilize and demobilize it's frac tank from one farm to another during an umbilical cord application period.
- d) The price per gallon applied does include all costs associated with transporting the sludge to the various sites.
- e) Any need for dust control will be determined by the City and the costs incurred for dust control will be paid by the City. Contractor shall be responsible to coordinate the dust control application at no charge to the City.
- f) Determination of gallons shall be by magnetic flow meter located at the water pollution control plant, which meter shall be maintained and calibrated as needed at City's expense. Calibration and maintenance records will be available to Contractor upon request.
- g) When requested by the City, the contractor shall procure suitable farm ground for the land application of biosolids, and said services shall be paid at a rate of \$150/hr and not to exceed \$1,500 per year. If sites were located closer to the Water Pollution Control Plant, any savings in transportation costs would be shared 50/50 between the City and the Contractor.

Contractor shall keep and maintain a log book to record daily loads and volumes and submit totals based on same at the end of each application period which City shall compare with its flow meter records. City will authorize payment based on flow meter records, and payment shall be made to Contractor within 30 days of invoice submission.

In the event discrepancies arise between City and Contractor on volumes, the parties shall immediately attempt to resolve said discrepancies and if unable to do so it shall be submitted to binding arbitration as provided in paragraph D(1).

In the event City's flow meter malfunctions or is not operating, the parties shall determine volumes based on Contractors log, past experience or other relevant factors.

4. Consideration by Contractor: The Spring application of sewage sludge on the 228 acres of farm ground located South of the Water Pollution Control Plant, a) and b) above shall be set up and ready to start the umbilical cord system of application by March 25 of each crop year. Contractor also agrees to pay the City three (3)

dollars per day per acre if application is not completed by April 27th of the same crop year (if land is to be used for corn) and by May 10th of the same crop year (if land is used for beans), unless they can demonstrate the delay in completion was due to weather or other conditions beyond their control.

If for any reason the two parties cannot come to an agreement on a settlement for failure to meet the April 27th or May 10th deadlines, the issue will be settled by arbitration as outlined in section D (1).

B. RESPONSIBILITY OF CITY

1. City duties. City shall perform its duties and responsibilities in a timely and workmanlike manner and shall use its employees and facilities to carry out the intent of this agreement.
2. City will provide stabilized sludge from the anaerobic digestion of organic solids at its water pollution control plant in the quantities and quality set forth below for land application.
 - a) Approximately 5 to 8 million gallons per year.
 - b) Sludge that meets the Pathogen and Vector Attraction Reduction requirements of the State and EPA rules.
3. City shall develop and manage a sludge plan.
4. City shall provide Contractor access to the solids loading facility on a 24- hour daily basis. The loading facility shall be provided and maintained by City and shall consist of a building, two overhead doors, door openers, pump, piping, flow meter, plant roadway and related appurtenances.
5. City shall keep and maintain a semi tractor trailer loading facility with the capacity of approximately 1500 gallons/minute. The City shall also maintain a transfer pump at #5 holding tank capable of transferring 500 gpm of sludge from the #5 holding tank to # 4 storage tank.
6. City shall keep and maintain its sludge management plan and shall timely seek and obtain such additional permits and licenses in the future as may be required to maintain said plan. Contractor shall cooperate with City in obtaining said permits and licenses upon request by City but any expense in obtaining same shall be City's sole obligation.
7. City shall be responsible for all lab testing required to operate under the State and EPA rules.

8. City shall be responsible for providing the contractor with the agronomic loading rate for the sludge to be applied, as well as any other information the contractor may be required to have to meet State and EPA rules.

C. RESPONSIBILITY OF CONTRACTOR

1. Contractor's duties: Contractor shall perform its duties and responsibilities in a timely and workmanlike manner and shall use its employees, equipment and facilities to carry out the intent of this agreement. Contractor shall comply with all laws, rules and regulations of any Federal, State or local jurisdiction relating to its duties under this agreement as same now exists or as they may be in the future.
2. The transportation and application of sludge shall be done in strict accordance with all Federal, State and local statutes, laws, rules or regulations as same now exist or as they may be altered in the future.
3. Contractor shall provide City with all information requested by the City relating to its transportation and application of sludge including but not limited to:
 - a) Semi tractor load sheets
 - b) Applicator load sheets
 - c) Daily gallons applied per City flow meter
 - d) Acres covered
 - e) Drawing of area covered
 - f) Gallons/acre
 - g) Dates & gallons applied per area
 - h) Certification of performance as required by State or EPA rules
 - i) Such other information as City may request
4. Contractor shall be responsible for collecting a grab sample of the sludge being loaded every 4 hours during the application period.
5. Contractor shall be responsible for maintaining the loading facility at the water pollution control plant in a clean and neat manner and shall promptly at time of occurrence clean up any spills at said plant. Contractor shall wash walls, floor and equipment as needed. Contractor shall be solely responsible for any spills in transit or at the farm site and shall promptly at time of occurrence clean up any such spills. Transport vehicles will be kept clean and free of spilled sludge.

6. Contractor shall provide all equipment and personnel required to load, transport, store and dispose of sludge to include a minimum of three tankers of not less than 5500 gallons each in capacity. Contractor shall comply with all Federal, State and local laws relating to transportation and application of sludge, as well as local traffic laws and shall adhere to the directions of the water pollution control plant Director in operating vehicles at said plant. All equipment will be maintained in leak proof and spill proof condition.
7. Contractor shall apply the sludge to the farm ground at a rate not to exceed the crops agronomic uptake rates, or less if any law, statute, rule or regulation shall prohibit application at that rate.
8. Contractor shall be familiar with the State and EPA rules and regulations governing the application of sewage sludge and shall adhere to these rules.
9. Contractor will maintain his equipment at his own expense and shall keep it in good condition. City's facilities shall not be used by Contractor for private use or the storage of Contractor's equipment. Disabled equipment shall be removed from City's property in a timely manner.
10. Contractor shall designate an administrator of this agreement as well as up- to-date address and telephone number.
11. The following land application periods are anticipated and the Contractor shall make himself available at these times, weather permitting:
 - a) March 25th of each year
 - b) October - November each year

In the event adverse weather conditions make impossible or disrupts application, the Contractor shall be available to commence or continue application as soon as weather conditions permit.
12. The landowner and operator shall always have the authority over the use of the property and the Contractor shall always work with the said owner or operator to insure proper application and good public relations.
13. Contractor shall provide at least one subsurface injection application spreader with at least 3,000 gallons of capacity or an umbilical cord system for each application. The application method shall be determined by the City and the land owner/operator.

D. OTHER PROVISIONS

1. Arbitration. In the event a dispute arises between the parties as to the meaning or intent of any portions of this agreement, the parties shall promptly meet and attempt to settle same. If they are unable to settle the matter, they shall promptly submit same to an arbitration proceeding. The arbitration shall be as follows:

The City and Contractor shall each pick one arbitrator and the arbitrators so selected shall pick a third arbitrator. The parties shall then submit the matter to the three arbitrators who shall then settle the dispute by a simple majority vote. Each party shall be responsible for payment of its own arbitrator and shall each pay one-half the cost of the third arbitrator and of any expenses incurred in the arbitration procedures.

2. Insurance. Contractor shall obtain and carry throughout the term of this agreement, insurance with a reputable company, acceptable to the City and admitted to do business with the State of Iowa with the following minimum limits:

- a) Workman compensation - as provided by Iowa law.
- b) Motor vehicle insurance with not less than \$250,000/\$500,000 liability limits.
- c) Catastrophic liability umbrella in the amount of \$1,000,000 and property damage of not less than \$500,000/\$500,000. The City will be named as an insured party and a copy of this coverage shall be deposited with the City Clerk of City. City shall be notified by the insurance carrier of any alterations, cancellation or revocation of insurance. If said insurance is canceled or revoked, Contractor shall cease its operation until substitute policy is obtained.

3. Hold Harmless and Indemnification. Contractor agrees to protect and hold City harmless for any and all liability caused by Contractor's acts or omissions in the performance of this agreement or for the acts or omissions of its agents, employees or officers. Contractor shall, at its sole expense, defend any actions against City and pay any liability for loss to property and persons reasonable related to the performance of this agreement.

4. Contractor not an employee. It is understood and agreed the Contractor is performing under this agreement as an independent contractor and is not an employee of the City, nor its employees, officers and agents. Contractor shall timely pay all Federal and

State employment taxes and insurance on its own employees and officers.

Contractor shall timely pay all obligations it incurs in the performance of this agreement and shall not allow any liens to be placed against City or its property, against Contractor or its property.

5. Patents. Contractor shall pay all royalties and license fees and shall hold and save the City, its officers, agents, servants and employees harmless from liability of any nature and kind, including costs and expenses for or on account of any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by the City in this respect. The Contractor shall defend all suits and claims for infringement of any patent or license rights.
6. Assignment. This agreement is solely with Contractor based on its reputation and past performance and as such no sale, assignment, transfer or conveyance of same, in whole or in part, shall be permitted without written consent to same by City. Any attempt to sell, assign, transfer or convey the agreement without consent of City shall be a breach of this agreement by Contractor.
7. Breach of contract and remedies. The essence of this agreement is the timely removal and application of City's sludge in the manner provided by Federal, State and local laws, statutes and ordinances as well as rules or regulations as same now exist or as they may be promulgated in the future. Any failure of Contractor to perform his duties and responsibilities under any clause of this agreement shall constitute a material breach of contract and City may, at its sole option, proceed with any legal or equitable remedy available to it. Any failure by City to proceed with action following a breach shall not be deemed to be a waiver of same.

In addition to the foregoing remedies, City may elect to terminate this agreement upon 10 days written notice for breach of any of its terms by Contractor unless the defect or non-performance is remedied by Contractor. However, City may under any circumstances, immediately terminate this agreement without notice, upon violation by Contractor of any provision of this agreement resulting in a disruption of sludge removal from City's water pollution control facility to the extent of exceeding City's storage capacities or the City or Contractor is ordered to cease its operations in sludge disposal by any Federal or State agency,

commission, board or Court, in which event this agreement shall be totally null and void.

8. Destruction of premises. In the event of total or partial destruction of City's water pollution control facility by fire, windstorm, or other casualty, making it impossible for City to perform hereunder, the provisions of this agreement shall terminate until such time as City restores said premises and is able to perform.
9. A pre start-up conference shall be held before each application to discuss the farm site, application requirement, Plant valving and pumping, and other items of importance.
10. Any written notice shall be given by either party by service as provided in the Iowa Rules of Civil Procedure or by certified mail, addressed to said party, with sufficient postage and addressed as follows:

CITY:

City Clerk
Municipal Building
24 North Center Street
Marshalltown, Iowa 50158

CONTRACTOR:

Nutri-Tect Systems, Inc.
PO Box 398
Hudson, IA 50643

CITY OF MARSHALLTOWN, IOWA:

CONTRACTOR:

BY: _____
James L. Lowrance, Mayor

BY: Nutri-Tect Systems, Inc.

ATTEST: _____
Shari Coughenour, City Clerk

BY: J. Scott Wieranda
President

222

2015-__

**RESOLUTION APPROVING AGREEMENT BY AND BETWEEN
THE CITY OF MARSHALLTOWN, IOWA, AND
5 MANN FARMS
FOR FARMLAND LEASE FOR THOSE AREAS DESIGNATED IN EXHIBIT "A",
COMMENCING MARCH 1, 2015, TERMINATING THE 28TH DAY OF FEBRUARY, 2016,**

WHEREAS there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed agreement by and between the CITY OF MARSHALLTOWN, IOWA, and 5 MANN FARMS relative to cash leasing 4.68 acres located south east of Wal-Mart; and

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 by and between the CITY OF MARSHALLTOWN, IOWA, and 5 MANN FARMS relative to cash leasing 4.68 acres located south east of Wal-Mart, as designated in attached Exhibit "A", 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 __ day of February, 2015, and signed this __ day of February, 2015.
CITY OF MARSHALLTOWN, IOWA

James L. Lowrance. Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

[Exhibit "A"]

CITY OF MARSHALLTOWN, IOWA,
FARM LEASE WITH 5 MANN FARMS

THIS LEASE AND AGREEMENT made on this ___ day of February, 2015, by and between the City of Marshalltown, of the County of Marshall, State of Iowa, party of the first part, and 5 MANN FARMS, party of the second part,

WITNESSETH: That the said first party for and in consideration of One Hundred Eighty Dollars (\$180.00) per acre for 4.6 acres, and other valuable consideration, does hereby grant, devise and lease to second party the following described property, consisting of 4.68 acres:

The East 466.69 feet of the West 641.69 feet of the South 466.69 feet of the Northeast Quarter of the Southeast Quarter of Section 11, Township 83 North, Range 18 West of the 5th P.M., Marshall County, Iowa

for no more than one year, beginning March 1, 2015, and ending at noon on the 28th day of February, 2016, all subject to the conditions and terms hereafter specified.

This lease may be cancelled by either party by written notice as specified by Iowa law, such notice to be given on or before September 1 of the final lease year to become effective March 1.

5 MANN FARMS shall pay one payment of \$842.40 per year.

Dated this _____ day of February, 2015.

CITY OF MARSHALLTOWN, IOWA

TENANTS:

James L. Lowrance, Mayor

By: Tanner Hibbs

ATTEST:

Shari L. Coughenour, City Clerk



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

DEPARTMENT OF PUBLIC WORKS

January 22, 2015

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

From: Justin Nickel
Director of Public Works

Re: Annual Cash Rent – LaFrentz Lane Acres

Policy Issue: None

Recommendation: Staff recommends approving the bid from 5 Mann Farms of \$180 per acre for 4.6 acres totaling \$842.40. Staff will prepare a cash lease agreement for these acres.

Background: Staff issued a request for bids to farm the above mentioned ground. 5 Mann Farms was the only bidder.

Budget Impact: None

Attachment: None

cc: Randy Wetmore, City Administrator

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

Marshalltown



Revised

2015-

RESOLUTION APPROVING APPLICATIONS FOR TAX ABATEMENT WITHIN
APPROVED URBAN REVITALIZATION AREAS OF THE CITY OF
MARSHALLTOWN, IOWA

WHEREAS the City of Marshalltown has heretofore adopted Ordinances designating certain Urban Revitalization Areas pursuant to provisions of Iowa Code 404; and

WHEREAS the Marshalltown City Clerk has received certain applications requesting tax abatement benefits pursuant to the provisions of the Urban Revitalization Areas involved.

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

Section 1. Attached hereto are applications requesting tax abatement pursuant to previously approved and established Urban Revitalization Areas.

Section 2. The attached applications and requests for tax abatement are hereby approved and ratified.

Section 3. The City Clerk and City Administrator are hereby authorized and directed to forward these applications, along with a copy of this Resolution, to the County Assessor and furnish all things requested by him for a review and approval of these applications.

Passed this 9th day of February, 2015, and signed this ____ day of February, 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

TAX ABATEMENT LIST - DEADLINE

2/1/2015

2/5/2015 3:53:28 PM

NAME	ADDRESS	PIN	APP DATE	IMPR. AMT.	RH- NEW RES	CH- COMM HOUS.	RH-RES REHAB.	NEW COMM.	REHAB COMM
UrbanRevitArea 2									
BG HVAC	1208 E Main Street	7-25-457-003	6/18/2014	250,000					250,000
Forward Ventures, LLC	1209 Industrial Blvd	7-36-453-002	12/15/2014	350,000				350,000	
Historic TallCorn Towers Commerical LLC	134 E Main St	7-26-457-023	1/8/2015	1,307,309		1,307,309			
2 TOTALS:				1,907,309		1,307,309		350,000	250,000
UrbanRevitArea 3-3									
Kleinman, Laurie	409 W State Street	7-26-357-014	1/30/2015	138,750	138,750				
3-3 TOTALS:				138,750	138,750				
UrbanRevitArea 3-4									
Superior Rentals, LLC	221 Glenda Drive	11-11-281-016	1/30/2015	165,000	165,000				
Superior Rentals, LLC	222 Glenda Drive	11-11-281-017	1/30/2015	165,000	165,000				
3-4 TOTALS:				330,000	330,000				
UrbanRevitArea 3-6									
Boliver, Justin	701 Travis Dr	11-12-151-008	1/5/2015	295,000	295,000				
3-6 TOTALS:				295,000	295,000				
TOTALS FOR ALL AREAS:				2,671,059	763,750	1,307,309		350,000	250,000

CITY OF MARSHALLTOWN URBAN REVITALIZATION APPLICATION

Pursuant to Section 404.4 of THE CODE OF IOWA, the undersigned requests approval of its application for property tax abatement in accordance with the urban revitalization tax exemption ordinance adopted by the City of Marshalltown, Iowa pursuant to Chapter 404 of THE CODE OF IOWA, and in connection therewith certifies the following:

1. NAME OF PROPERTY OWNER: Lauri Klemman
2. NAME OF APPLICANT IF NOT THE PROPERTY OWNER: _____
3. MAILING ADDRESS: PO Box 87 Marshalltown TELEPHONE # 641 752 2423
4. ADDRESS OF THE PROPERTY: 409 West State St
5. BUILDING PERMIT NUMBER & DATE: 23810 7/30/2013
6. SIDWELL PIN: 0726357014 AND PROPERTY LEGAL DESCRIPTION:
Jerome's Add lot 5 BLK 6
7. NEW STRUCTURE: ☒ REMODEL: ☐ DESCRIBE THE IMPROVEMENTS:
New Duplex 3 BR 2 Bath
8. FINAL COST OF THE IMPROVEMENTS: \$138,750.00
9. DATE OF PROJECT COMPLETION: 1/2/2014
10. DESCRIBE THE USE OF THIS PROPERTY ON THE EFFECTIVE DATE OF THE ORDINANCE, APRIL 30, 1997 AND IF A RENTAL PROPERTY, LIST TENANTS OCCUPYING THE PROPERTY.
Rental Duplex unit #1 Aaron Welsh #2 Alan McDowell
11. THE APPLICATION IS FOR URBAN REVITALIZATION AREA NUMBER: 3-3
12. NUMBER OF RESIDENTIAL UNITS CONTAINED UPON COMPLETION: 2

There is a \$50.00 filing fee for each tax abatement application. Multiple Residential units are charged \$50.00 per residential unit. (Single dwelling house-\$50; Duplex-\$100; Triplex-\$150; Commercial-\$50) The fee is payable at the City Clerk's office upon filing this application. The exemption schedule which the owner will qualify for is the schedule set forth in the ordinance (100% tax exemption on the actual value added by the improvements to qualified real estate, with said exemption to apply for a period of three (3) years). There is no dollar limit for qualifying properties.

The improvements made to the property are believed to have increased its actual value by at least ten (10) percent.

All improvements have been made in compliance with all applicable laws, codes and ordinances.

There has not been and there will not be a need for the relocation of persons, including families, business concerns, or others as a result of the improvements made to the property.

This application is being forwarded to the City Council of the City of Marshalltown, Iowa, on or before February 1st of the year in which the improvements included in the project are to be first assessed for taxation.

It is understood that this application, if approved by the City Council of the City of Marshalltown, Iowa, will be returned to the Office of the City Assessor on or before March 1st of the year in which the improvements included in the project are to be first assessed for taxation.

The expiration date of Urban Revitalization Areas 3-1 through 3-6 is December 31, 2013

1/25/14
Date

[Signature]
Authorized Signature

Owner
Title

pd
2-2-15
#182761

CITY OF MARSHALLTOWN URBAN REVITALIZATION APPLICATION

Pursuant to Section 404.4 of THE CODE OF IOWA, the undersigned requests approval of its application for property tax abatement in accordance with the urban revitalization tax exemption ordinance adopted by the City of Marshalltown, Iowa pursuant to Chapter 404 of THE CODE OF IOWA, and in connection therewith certifies the following:

1. NAME OF PROPERTY OWNER: Superior Rentals LLC
2. NAME OF APPLICANT IF NOT THE PROPERTY OWNER: _____
3. MAILING ADDRESS: PO BOX 87 Marshalltown TELEPHONE # 641 4859235
4. ADDRESS OF THE PROPERTY: 222 Glenda Drive
5. BUILDING PERMIT NUMBER & DATE: 23859 11/22/2013
6. SIDWELL PIN: 111281017 AND PROPERTY LEGAL DESCRIPTION:
Plaza heights 3rd Add lot 9
7. NEW STRUCTURE: ☒ REMODEL: _____ DESCRIBE THE IMPROVEMENTS:
New duplex 2BR 2Bath
8. FINAL COST OF THE IMPROVEMENTS: \$165,000.00
9. DATE OF PROJECT COMPLETION: 9/19/2014
10. DESCRIBE THE USE OF THIS PROPERTY ON THE EFFECTIVE DATE OF THE ORDINANCE, APRIL 30, 1997 AND IF A RENTAL PROPERTY, LIST TENANTS OCCUPYING THE PROPERTY.
Rental Duplex Unit A Joel Engle Unit B Kirk Destruch
11. THE APPLICATION IS FOR URBAN REVITALIZATION AREA NUMBER: 3-4
12. NUMBER OF RESIDENTIAL UNITS CONTAINED UPON COMPLETION: 2

There is a \$50.00 filing fee for each tax abatement application. Multiple Residential units are charged \$50.00 per residential unit. (Single dwelling house-\$50; Duplex-\$100; Triplex-\$150; Commercial-\$50) The fee is payable at the City Clerk's office upon filing this application. The exemption schedule which the owner will qualify for is the schedule set forth in the ordinance (100% tax exemption on the actual value added by the improvements to qualified real estate, with said exemption to apply for a period of three (3) years). There is no dollar limit for qualifying properties.

The improvements made to the property are believed to have increased its actual value by at least ten (10) percent.

All improvements have been made in compliance with all applicable laws, codes and ordinances.

There has not been and there will not be a need for the relocation of persons, including families, business concerns, or others as a result of the improvements made to the property.

This application is being forwarded to the City Council of the City of Marshalltown, Iowa, on or before February 1st of the year in which the improvements included in the project are to be first assessed for taxation.

It is understood that this application, if approved by the City Council of the City of Marshalltown, Iowa, will be returned to the Office of the City Assessor on or before March 1st of the year in which the improvements included in the project are to be first assessed for taxation.

The expiration date of Urban Revitalization Areas 3-1 through 3-6 is December 31, 2013

1/30/15
Date _____
Authorized Signature _____

Owner
Title _____

Revised 06-25-2008

2215
182764

CITY OF MARSHALLTOWN URBAN REVITALIZATION APPLICATION

Pursuant to Section 404.4 of THE CODE OF IOWA, the undersigned requests approval of its application for property tax abatement in accordance with the urban revitalization tax exemption ordinance adopted by the City of Marshalltown, Iowa pursuant to Chapter 404 of THE CODE OF IOWA, and in connection therewith certifies the following:

1. NAME OF PROPERTY OWNER: Superior Rentals LLC
2. NAME OF APPLICANT IF NOT THE PROPERTY OWNER: _____
3. MAILING ADDRESS: PO BOX 87 Marshalltown TELEPHONE # 641 485 9235
4. ADDRESS OF THE PROPERTY: 221 Glenda Drive
5. BUILDING PERMIT NUMBER & DATE: 11/22/2013 #23860
6. SIDWELL PIN: 111281016 AND PROPERTY LEGAL DESCRIPTION: Plaza Heights 3rd Add lot 10

7. NEW STRUCTURE: L REMODEL: _____ DESCRIBE THE IMPROVEMENTS: New Duplex 3 BR 2 Bath
8. FINAL COST OF THE IMPROVEMENTS: \$165,000.00
9. DATE OF PROJECT COMPLETION: 11/5/2014
10. DESCRIBE THE USE OF THIS PROPERTY ON THE EFFECTIVE DATE OF THE ORDINANCE, APRIL 30, 1997 AND IF A RENTAL PROPERTY, LIST TENANTS OCCUPYING THE PROPERTY.

Rental Duplex unit A Gary Tubek Unit B Celen Johnson

11. THE APPLICATION IS FOR URBAN REVITALIZATION AREA NUMBER: 3-4
12. NUMBER OF RESIDENTIAL UNITS CONTAINED UPON COMPLETION: 2

There is a \$50.00 filing fee for each tax abatement application. Multiple Residential units are charged \$50.00 per residential unit. (Single dwelling house-\$50; Duplex-\$100; Triplex-\$150; Commercial-\$50) The fee is payable at the City Clerk's office upon filing this application. The exemption schedule which the owner will qualify for is the schedule set forth in the ordinance (100% tax exemption on the actual value added by the improvements to qualified real estate, with said exemption to apply for a period of three (3) years). There is no dollar limit for qualifying properties.

The improvements made to the property are believed to have increased its actual value by at least ten (10) percent.

All improvements have been made in compliance with all applicable laws, codes and ordinances.

There has not been and there will not be a need for the relocation of persons, including families, business concerns, or others as a result of the improvements made to the property.

This application is being forwarded to the City Council of the City of Marshalltown, Iowa, on or before February 1st of the year in which the improvements included in the project are to be first assessed for taxation.

It is understood that this application, if approved by the City Council of the City of Marshalltown, Iowa, will be returned to the Office of the City Assessor on or before March 1st of the year in which the improvements included in the project are to be first assessed for taxation.

The expiration date of Urban Revitalization Areas 3-1 through 3-6 is December 31, 2013

1/30/15
Date

[Signature]
Authorized Signature

owner
Title

Revised 06-25-2008

pd
2215
182764

-CITY OF MARSHALLTOWN URBAN REVITALIZATION APPLICATION

Pursuant to Section 404.4 of THE CODE OF IOWA, the undersigned requests approval of its application for property tax abatement in accordance with the urban revitalization tax exemption ordinance adopted by the City of Marshalltown, Iowa pursuant to Chapter 404 of THE CODE OF IOWA, and in connection therewith certifies the following:

1. NAME OF PROPERTY OWNER: Historic Tallcorn Towers Commercial LLC
2. NAME OF APPLICANT IF NOT THE PROPERTY OWNER: % Common Bond Communities
3. MAILING ADDRESS: 1080 Montreal Ave, St. Paul MN 55116 TELEPHONE # 651-291-1750
4. ADDRESS OF THE PROPERTY: 134 East Main Street, Marshalltown
5. BUILDING PERMIT NUMBER & DATE: 23743 November 30, 2012
6. SIDWELL PIN: 07-26-457-023 AND PROPERTY LEGAL DESCRIPTION:
Attached
7. NEW STRUCTURE: _____ REMODEL: X DESCRIBE THE IMPROVEMENTS:
Interior and exterior renovation, including mechanical systems
8. FINAL COST OF THE IMPROVEMENTS: \$1,307,309
9. DATE OF PROJECT COMPLETION: 5/21/2014
10. DESCRIBE THE USE OF THIS PROPERTY ON THE EFFECTIVE DATE OF THE ORDINANCE, APRIL 30, 1997 AND IF A RENTAL PROPERTY, LIST TENANTS OCCUPYING THE PROPERTY.
First floor commercial space only
11. THE APPLICATION IS FOR URBAN REVITALIZATION AREA NUMBER: Commercial # 1
12. NUMBER OF RESIDENTIAL UNITS CONTAINED UPON COMPLETION: 0

There is a \$50.00 filing fee for each tax abatement application. Multiple Residential units are charged \$50.00 per residential unit. (Single dwelling house-\$50; Duplex-\$100; Triplex-\$150; Commercial-\$50) The fee is payable at the City Clerk's office upon filing this application. The exemption schedule which the owner will qualify for is the schedule set forth in the ordinance (100% tax exemption on the actual value added by the improvements to qualified real estate, with said exemption to apply for a period of three (3) years). There is no dollar limit for qualifying properties.

The improvements made to the property are believed to have increased its actual value by at least ten (10) percent.

All improvements have been made in compliance with all applicable laws, codes and ordinances.

There has not been and there will not be a need for the relocation of persons, including families, business concerns, or others as a result of the improvements made to the property.

This application is being forwarded to the City Council of the City of Marshalltown, Iowa, on or before February 1st of the year in which the improvements included in the project are to be first assessed for taxation.

It is understood that this application, if approved by the City Council of the City of Marshalltown, Iowa, will be returned to the Office of the City Assessor on or before March 1st of the year in which the improvements included in the project are to be first assessed for taxation.

The expiration date of Urban Revitalization Areas 3-1 through 3-6, was removed and the program is perpetual.

1/8/2015 [Signature] Vice President
Date Authorized Signature Title

Revised 01-01-2014

pd \$50.00
1-23-15
#182655

EXHIBIT A

Legal Description

Condominium Unit 2 in Historic Tallcorn Towers Condominiums, a condominium in the City of Marshalltown, Marshall County, Iowa, together with all appurtenances thereto including an undivided fractional interest in the common elements, areas, facilities as determined for said unit by the provision of, and in accordance with, the Declaration of Submission of Property to Horizontal Property Regime for Historic Tallcorn Towers Condominiums filed in the Office of the Recorder, Marshall County, Iowa, on JANUARY 3, 2013, as Instrument No. 2013 00000 665 (and any supplements and amendments thereto) located upon real property described as follows:

Lot Two, the South 80 feet of Lot Three, Lot Twelve and the East 20 feet of Lot Eleven, all in Block Eleven of the Original Town of Marshall, Marshall County, Iowa.

CITY OF MARSHALLTOWN URBAN REVITALIZATION APPLICATION

Pursuant to Section 404.4 of THE CODE OF IOWA, the undersigned requests approval of its application for property tax abatement in accordance with the urban revitalization tax exemption ordinance adopted by the City of Marshalltown, Iowa pursuant to Chapter 404 of THE CODE OF IOWA, and in connection therewith certifies the following:

1. NAME OF PROPERTY OWNER: Justin Boliver and Nicole Allen
2. NAME OF APPLICANT IF NOT THE PROPERTY OWNER: _____
3. MAILING ADDRESS: 701 Travis Dr. Marshalltown, IA 50158 TELEPHONE # (641) 485-0106
4. ADDRESS OF THE PROPERTY: Same as above
5. BUILDING PERMIT NUMBER & DATE: 11-12-151-008 ; 7/25/2013 # 23808
6. SIDWELL PIN: _____ AND PROPERTY LEGAL DESCRIPTION:
Cross Country Estates 6th addition Lot 6
7. NEW STRUCTURE: ☒ REMODEL: ☐ DESCRIBE THE IMPROVEMENTS:

8. FINAL COST OF THE IMPROVEMENTS: \$ 295,000
9. DATE OF PROJECT COMPLETION: 5-1-2014
10. DESCRIBE THE USE OF THIS PROPERTY ON THE EFFECTIVE DATE OF THE ORDINANCE, APRIL 30, 1997 AND IF A RENTAL PROPERTY, LIST TENANTS OCCUPYING THE PROPERTY.

11. THE APPLICATION IS FOR URBAN REVITALIZATION AREA NUMBER: 36
12. NUMBER OF RESIDENTIAL UNITS CONTAINED UPON COMPLETION: 1

There is a \$50.00 filing fee for each tax abatement application. Multiple Residential units are charged \$50.00 per residential unit. (Single dwelling house-\$50; Duplex-\$100; Triplex-\$150; Commercial-\$50) The fee is payable at the City Clerk's office upon filing this application. The exemption schedule which the owner will qualify for is the schedule set forth in the ordinance (100% tax exemption on the actual value added by the improvements to qualified real estate, with said exemption to apply for a period of three (3) years). There is no dollar limit for qualifying properties.

The improvements made to the property are believed to have increased its actual value by at least ten (10) percent.

All improvements have been made in compliance with all applicable laws, codes and ordinances.

There has not been and there will not be a need for the relocation of persons, including families, business concerns, or others as a result of the improvements made to the property.

This application is being forwarded to the City Council of the City of Marshalltown, Iowa, on or before February 1st of the year in which the improvements included in the project are to be first assessed for taxation.

It is understood that this application, if approved by the City Council of the City of Marshalltown, Iowa, will be returned to the Office of the City Assessor on or before March 1st of the year in which the improvements included in the project are to be first assessed for taxation.

The expiration date of Urban Revitalization Areas 3-1 through 3-6 is December 31, 2013

1/5/2015
Date

[Signature]
Authorized Signature

Owner
Title

Revised 06-25-2008

e-mail address

pdg-5-15
182474

-CITY OF MARSHALLTOWN URBAN REVITALIZATION APPLICATION

Pursuant to Section 404.4 of THE CODE OF IOWA, the undersigned requests approval of its application for property tax abatement in accordance with the urban revitalization tax exemption ordinance adopted by the City of Marshalltown, Iowa pursuant to Chapter 404 of THE CODE OF IOWA, and in connection therewith certifies the following:

1. NAME OF PROPERTY OWNER: FORWARD VENTURES LLC
2. NAME OF APPLICANT IF NOT THE PROPERTY OWNER: DON TURBIVILLE
3. MAILING ADDRESS: 1730 COUNTRY CLUB PL TELEPHONE # 641-751-9720
4. ADDRESS OF THE PROPERTY: 1209 INDUSTRIAL BLVD
5. BUILDING PERMIT NUMBER & DATE: 23912 JUNE 12 2014
6. SIDWELL PIN: 07-36-453-002 AND PROPERTY LEGAL DESCRIPTION:
BLOCK 2, LOT 3, MIP 4TH ADDITION
7. NEW STRUCTURE: X REMODEL: _____ DESCRIBE THE IMPROVEMENTS: _____
8. FINAL COST OF THE IMPROVEMENTS: \$350,000
9. DATE OF PROJECT COMPLETION: NOVEMBER 2014
10. DESCRIBE THE USE OF THIS PROPERTY ON THE EFFECTIVE DATE OF THE ORDINANCE, APRIL 30, 1997 AND IF A RENTAL PROPERTY, LIST TENANTS OCCUPYING THE PROPERTY.
WAREHOUSE WITH OFFICE SPACE
11. THE APPLICATION IS FOR URBAN REVITALIZATION AREA NUMBER: COMMERCIAL #2
12. NUMBER OF RESIDENTIAL UNITS CONTAINED UPON COMPLETION: -0-

There is a \$50.00 filing fee for each tax abatement application. Multiple Residential units are charged \$50.00 per residential unit. (Single dwelling house-\$50; Duplex-\$100; Triplex-\$150; Commercial-\$50) The fee is payable at the City Clerk's office upon filing this application. The exemption schedule which the owner will qualify for is the schedule set forth in the ordinance (100% tax exemption on the actual value added by the improvements to qualified real estate, with said exemption to apply for a period of three (3) years). There is no dollar limit for qualifying properties.

The improvements made to the property are believed to have increased its actual value by at least ten (10) percent.

All improvements have been made in compliance with all applicable laws, codes and ordinances.

There has not been and there will not be a need for the relocation of persons, including families, business concerns, or others as a result of the improvements made to the property.

This application is being forwarded to the City Council of the City of Marshalltown, Iowa, on or before February 1st of the year in which the improvements included in the project are to be first assessed for taxation.

It is understood that this application, if approved by the City Council of the City of Marshalltown, Iowa, will be returned to the Office of the City Assessor on or before March 1st of the year in which the improvements included in the project are to be first assessed for taxation.

The expiration date of Urban Revitalization Areas 1 through 3-6 was removed and the program is perpetual.

12-15-14
Date

[Signature]
Authorized Signature

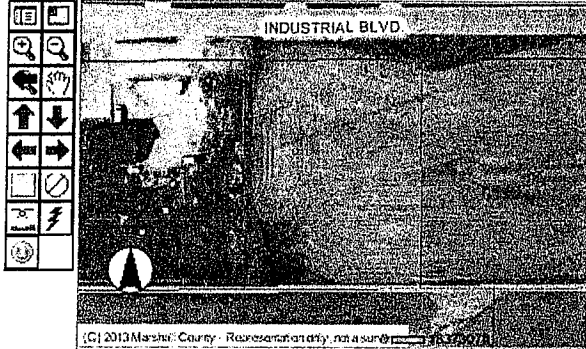
OWNER
Title

Revised 01-01-2014

pd
Cash
12-15-14
#182180

✓ SLOWLY XIN
Marshall County Assessor -- Marshall County Courthouse, Marshalltown, IA 50158

PARCEL	TOWN/TOWNSHIP		ZONING
07-36-453-002	M'TOWN CITY AG MC		M-2
SCHOOL DISTRICT	MARSHALLTOWN SCH DIS	TIF DISTRICT	65-08-06 AG ESIDE
PROPERTY ADDRESS	1209 INDUSTRIAL BLVD MARSHALLTOWN IA 50158		
MAILING ADDRESS	PO BOX 1000 MARSHALLTOWN IA 50158		
DBA	MARSHALLTOWN IND PARK		
MOST RECENT INSTRUMENT		TYPE	
		DATE	0000/00/00
		TRANSFERRED	0000/00/00



No Photo Available

OWNER		TAX DESCRIPTION
Title	MARSHALLTOWN, IND PARK INC	MIP 4TH ADD LOT 3 BLK 2 AG LAND

LAND	Total
Acres	1.17

2013 ASSESSMENT	Class	Land	Improvements	Total
Gross	AGRICULTURAL	2,973	0	2,973
Exemption		0	0	0
Net		2,973	0	2,973

SALE	Total Amount Paid	Instrument	Microfile	Seller	Buyer
00/00/0000					

CSR SOIL SURVEY DATA												
			ACRES ADJUSTED					ACRES NOT ADJUSTED				
Soil	Acres		Code	Acres	CSR	Points		Acres	CSR	Points		CSR Points
120C2	1.17							1.17	78	91		91
TOTAL GROSS POINTS:												91
EXEMPT POINTS:												
TOTAL ACRES: 1.17						TOTAL NET CSR POINTS:						91
AVERAGE TRACT CSR:												78

ASSESSMENT HISTORY	(Assessment Roll)	Type	Class	Land	Improvements	Total
2012		GROSS	AGRICULTURAL	2,177	0	2,177
2012		EXEMPT			0	
2012		NET		2,177	0	2,177

TAX HISTORY	PAY TAXES ONLINE
-------------	------------------

-CITY OF MARSHALLTOWN URBAN REVITALIZATION APPLICATION

Pursuant to Section 404.4 of THE CODE OF IOWA, the undersigned requests approval of its application for property tax abatement in accordance with the urban revitalization tax exemption ordinance adopted by the City of Marshalltown, Iowa pursuant to Chapter 404 of THE CODE OF IOWA, and in connection therewith certifies the following:

1. NAME OF PROPERTY OWNER: B+G HVAC
2. NAME OF APPLICANT IF NOT THE PROPERTY OWNER: _____
3. MAILING ADDRESS: PO Box 403 Gladbrook Iowa TELEPHONE # 641 473 3500
4. ADDRESS OF THE PROPERTY: 1208 E MAIN ST.
5. BUILDING PERMIT NUMBER & DATE: 13870 2-20-14
6. SIDWELL PIN: 07-25-457-003 AND PROPERTY LEGAL DESCRIPTION:
See attachment
7. NEW STRUCTURE: _____ REMODEL: ☒ DESCRIBE THE IMPROVEMENTS:
Frame walls, roof, insulation, electrical, HVAC, paint, flooring
8. FINAL COST OF THE IMPROVEMENTS: 400,000.00 150,000 orig. 250,000 improv.
9. DATE OF PROJECT COMPLETION: 10-1-14
10. DESCRIBE THE USE OF THIS PROPERTY ON THE EFFECTIVE DATE OF THE ORDINANCE, APRIL 30, 1997 AND IF A RENTAL PROPERTY, LIST TENANTS OCCUPYING THE PROPERTY.

11. THE APPLICATION IS FOR URBAN REVITALIZATION AREA NUMBER: Commercial # 2
12. NUMBER OF RESIDENTIAL UNITS CONTAINED UPON COMPLETION: 0

There is a \$50.00 filing fee for each tax abatement application. Multiple Residential units are charged \$50.00 per residential unit. (Single dwelling house-\$50; Duplex-\$100; Triplex-\$150; Commercial-\$50) The fee is payable at the City Clerk's office upon filing this application. The exemption schedule which the owner will qualify for is the schedule set forth in the ordinance (100% tax exemption on the actual value added by the improvements to qualified real estate, with said exemption to apply for a period of three (3) years). There is no dollar limit for qualifying properties.

The improvements made to the property are believed to have increased its actual value by at least ten (10) percent.

All improvements have been made in compliance with all applicable laws, codes and ordinances.

There has not been and there will not be a need for the relocation of persons, including families, business concerns, or others as a result of the improvements made to the property.

This application is being forwarded to the City Council of the City of Marshalltown, Iowa, on or before February 1st of the year in which the improvements included in the project are to be first assessed for taxation.

It is understood that this application, if approved by the City Council of the City of Marshalltown, Iowa, will be returned to the Office of the City Assessor on or before March 1st of the year in which the improvements included in the project are to be first assessed for taxation.

The expiration date of Urban Revitalization Areas 3-1 through 3-6 was removed and the program is perpetual.

6-18-14
Date

[Signature]
Authorized Signature

President & Owner
Title

6-18-14
179176
\$50.00

Mar-14

Form 653.C1

**NOTICE OF PUBLIC HEARING
AMENDMENT OF CURRENT CITY BUDGET**

The City Council of Marshalltown in MARSHALL County, Iowa
will meet at City Council Chambers

at 5:30 on February 9, 2015
(hour) (Date)

, for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2015
(year)
by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given.
Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

		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		10,397,290
Less: Uncollected Property Taxes-Levy Year	2			0
Net Current Property Taxes	3	10,397,290	0	10,397,290
Delinquent Property Taxes	4			0
TIF Revenues	5	1,246,643		1,246,643
Other City Taxes	6	4,594,795		4,594,795
Licenses & Permits	7	197,850		197,850
Use of Money and Property	8	221,861		221,861
Intergovernmental	9	9,813,748	400,000	10,213,748
Charges for Services	10	7,013,791		7,013,791
Special Assessments	11	15,000		15,000
Miscellaneous	12	1,358,436		1,358,436
Other Financing Sources	13	38,616,939		38,616,939
Total Revenues and Other Sources	14	73,476,353	400,000	73,876,353
Expenditures & Other Financing Uses				
Public Safety	15	9,222,783		9,222,783
Public Works	16	4,237,304		4,237,304
Health and Social Services	17	1,310,895	335,900	1,646,795
Culture and Recreation	18	2,906,224		2,906,224
Community and Economic Development	19	4,188,087	151,510	4,339,597
General Government	20	1,844,492		1,844,492
Debt Service	21	3,415,195		3,415,195
Capital Projects	22	19,748,017		19,748,017
Total Government Activities Expenditures	23	46,872,997	487,410	47,360,407
Business Type / Enterprises	24	14,145,639		14,145,639
Total Gov Activities & Business Expenditures	25	61,018,636	487,410	61,506,046
Transfers Out	26	15,116,939		15,116,939
Total Expenditures/Transfers Out	27	76,135,575	487,410	76,622,985
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	28	-2,659,222	-87,410	-2,746,632
Beginning Fund Balance July 1	29	17,083,906		17,083,906
Ending Fund Balance June 30	30	14,424,684	-87,410	14,337,274

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

Add budget for lead grant awarded in 2014. Correction to wages in section 8.

There will be no increase in tax levies to be paid in the current fiscal year named above related to the proposed budget amendment. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget.

Lori Stansberry
City Clerk/ Finance Officer Name

7215W

ORDINANCE NO. 14938

AN ORDINANCE PROVIDING FOR THE DIVISION OF TAXES LEVIED ON TAXABLE PROPERTY IN THE 2015 AMENDMENT TO THE MARSHALLTOWN URBAN RENEWAL AREA NO. 2, PURSUANT TO SECTION 403.19 OF THE CODE OF IOWA

BE IT ENACTED by the Council of the City of Marshalltown, Iowa:

Section 1. Purpose. The purpose of this ordinance is to provide for the division of taxes levied on the taxable property in the 2015 Amendment to the Marshalltown Urban Renewal Area No. 2 of the City of Marshalltown, Iowa, each year by and for the benefit of the state, city, county, school districts or other taxing districts after the effective date of this ordinance in order to create a special fund to pay the principal of and interest on loans, moneys advanced to or indebtedness, including bonds proposed to be issued by the City of Marshalltown to finance projects in such area.

Section 2. Definitions. For use within this ordinance the following terms shall have the following meanings:

“City” shall mean the City of Marshalltown, Iowa.

“County” shall mean Marshall County, Iowa.

“Urban Renewal Area Amendment” shall mean a certain portion of the taxable property included in the 2015 Amendment to the Marshalltown Urban Renewal Area No. 2 of the City of Marshalltown, Iowa, the description of which taxable property is set out below, approved by the City Council by resolution adopted on January 26, 2015:

The southeast quarter of Section 1, Township 83 North, Range 18 West of the 5th P.M., City of Marshalltown, Marshall County, Iowa;

Except Parcel “A” located in the southwest quarter of the southeast quarter of Section 1, Township 83 North, Range 18 West of the 5th P.M., City of Marshalltown, Marshall County, Iowa, as shown by amended plat of survey recorded as document No. 2005-00007117 of the Records of the Marshall County Recorder’s Office.

Section 3. Provisions for Division of Taxes Levied on Taxable Property in the Urban Renewal Area Amendment. After the effective date of this ordinance, the taxes levied on the taxable property in the Urban Renewal Area Amendment each year by and for the benefit of the State of Iowa, the City, the County and any school district or other taxing district in which the Urban Renewal Area Amendment is located, shall be divided as follows:

(a) that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area Amendment, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City certifies to

the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the special fund referred to in paragraph (b) below, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. For the purpose of allocating taxes levied by or for any taxing district which did not include the territory in the Urban Renewal Area Amendment on the effective date of this ordinance, but to which the territory has been annexed or otherwise included after the effective date, the assessment roll applicable to property in the annexed territory as of January 1 of the calendar year preceding the effective date of the ordinance which amends the plan for the Urban Renewal Area Amendment to include the annexed area, shall be used in determining the assessed valuation of the taxable property in the annexed area.

(b) that portion of the taxes each year in excess of such amounts shall be allocated to and when collected be paid into a special fund of the City to pay the principal of and interest on loans, moneys advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under the authority of Section 403.9(1), of the Code of Iowa, incurred by the City to finance or refinance, in whole or in part, projects in the Urban Renewal Area Amendment, and to provide assistance for low and moderate-income family housing as provided in Section 403.22, except that taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2 of the Code of Iowa, to the extent authorized in Section 403.19(2) of the Code of Iowa, taxes for the instructional support program levy of a school district imposed pursuant to Section 257.19 of the Code of Iowa, to the extent authorized in Section 403.19(2) of the Code of Iowa, and taxes for the payment of bonds and interest of each taxing district shall be collected against all taxable property within the taxing district without limitation by the provisions of this ordinance. Unless and until the total assessed valuation of the taxable property in the Urban Renewal Area Amendment exceeds the total assessed value of the taxable property in such area as shown by the assessment roll referred to in subsection (a) of this section, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area Amendment shall be paid into the funds for the respective taxing districts as taxes by or for said taxing districts in the same manner as all other property taxes. When such loans, advances, indebtedness, and bonds, if any, and interest thereon, have been paid, all money thereafter received from taxes upon the taxable property in the Urban Renewal Area Amendment shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

(c) the portion of taxes mentioned in subsection (b) of this section and the special fund into which that portion shall be paid may be irrevocably pledged by the City for the payment of the principal and interest on loans, advances, bonds issued under the authority of Section 403.9(1) of the Code of Iowa, or indebtedness incurred by the City to finance or refinance in whole or in part projects in the Urban Renewal Area Amendment.

(d) as used in this section, the word "taxes" includes, but is not limited to, all levies on an ad valorem basis upon land or real property.

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

Section 5. Saving Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 6. Effective Date. This ordinance shall be effective after its final passage, approval and publication as provided by law.

Passed by the Council of the City of Marshalltown, Iowa, the ____ day of _____, 2015.

Mayor

Attest:

City Clerk

Approved this ____ day of _____, 2015.

Mayor

Attest:

City Clerk

Memorandum

To: City Council & Mayor

From: Stephen Troskey – City Planner

Date: February 3, 2015

Re: Linn St Rezoning

Farmer's Savings Bank owns the property at 107 West Linn Street. It was a transmission shop and now sites vacant. In order to market the property for resale they seek to rezone the property to CBD Central Business District from the current R4 Medium Density Residential. At the time of the application, Saint Mary's church purchased a number of properties on the same block for future church use. The Plan & Zoning Commission thought it would be a good idea to also rezone those parcels as their highest and best use would be in a commercial zone, not a residential zone.

Since these two property owners control a majority of the half block, the Commission decided to rezone the entire half block so all properties would share a zoning district. The other three property owners were notified of the potential change and none were opposed to the rezoning. Rezoning this block to CBD would allow for multi-family residential, commercial, and mixed-uses.

The affected addresses would be (see map):

103, 105, and 107 West Linn Street

107 ½ and 109 South 1st Street

108, 110, and 112 South 2nd Street.

Plan & Zoning Commission recommended approval at their January 29th, 2015 meeting.

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

Date Submitted & Fee Paid: _____

Rezoning Application Form

36 N. Center Street, Marshalltown, IA 50158 Ph: 641-752-3154 Fax: 641-754-5742
www.ci.marshalltown.ia.us

All items listed must be submitted with this application:

Failure to complete and submit all the required materials as a part of this application will result in a delay in accepting your application until it is complete.

_____ **Legal description of the property.** The property owner should have a copy of the legal description. If not, owners may obtain a copy of the recorded deed, which contains the legal description, from the Marshall County Recorder's Office for a fee.

_____ **Application fee.** A \$500 fee is required payable to "City of Marshalltown." The fee must be paid when the application is submitted to the Zoning Office.

Please type or print legibly in ink.

Property Address: <i>107 W. LINN ST. MARSHALLTOWN IA 50158</i>	
Owner: <i>FARMERS SAVINGS BANK</i>	
Mailing Address: <i>205 W. MAIN ST MARSHALLTOWN IA 50158</i>	
Phone: <i>641-752-2525</i>	Fax: <i>641-752-0853</i>
Current Zoning Classification: <i>R4 - MEDIUM DENSITY RESIDENTIAL DISTRICT</i>	
Current Use: <i>VACANT / PREVIOUS AUTOMOTIVE REPAIR & MAINTENANCE</i>	
Proposed Zoning Classification: <i>CBD - CENTRAL BUSINESS DISTRICT</i>	
Proposed Use: <i>ANY AS PERMITTED UNDER ZONING CLASSIFICATION</i>	
Please list the uses of surrounding properties: <i>MIXED USES, INCLUDING RESIDENTIAL RENTAL, PROFESSIONAL SERVICE, AND MANY COMMERCIAL USES</i>	
Signature and Date: <i>[Signature] 12/15/14</i>	

Farmers SAVINGS BANK

Safety, Security & Service Since 1894

December 15, 2014

City of Marshalltown
Stephen Troskey, City Planner
24 N Center St
Marshalltown, IA 50158

City of Marshalltown

DEC 19 2014

Finance Department

Dear Stephen –

Please find enclosed a Rezoning Application and the required \$500.00 application fee. We are submitting this request to have the area including 107 W. Linn St (currently a bank-owned property) rezoned from its current R4 classification to the proposed CBD classification.

The property at 107 West Linn was previously operated as an automotive repair and maintenance business. However, since the Bank has acquired the property, that prior permitted use has expired and is no longer an available option under the current zoning definition.

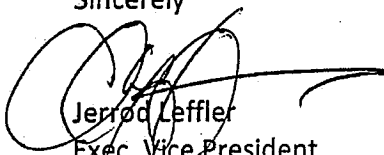
The current R4 zoning is very restrictive and the property is not well suited for any permissible uses. We understand if the zoning is changed to CBD, it will allow a subsequent purchaser to have many other choices for use under that zoning classification. Without a zoning change, the property value, including the neighborhood property values, will be negatively impacted.

In our review of the existing uses of the surrounding properties, we found many properties in the immediate area that have long-established commercial uses, including professional services, commercial retail and other service businesses. The rezoning request would seem to conform to the fabric of the area and not result in any foreseeable adverse impact to the neighborhood, property owners, or the city.

As part of our preparation for this zoning request, we discussed our intent with the neighboring property owners to obtain their position regarding this change. We contacted BluffWood Partners, LLC, Mr. Greg Edel, and St Mary's Catholic Church directly. None of the property owners expressed any opposition to this effort. The sole other remaining property owner on the block was contacted via letter, but we were unable to have a direct conversation with them.

Please review our application and feel free to contact me with any questions. I appreciate your consideration and look forward to hearing from you soon.

Sincerely



Jerrod Leffler
Exec. Vice President

Beaman Office
218 Main Street P.O. Box 20
Beaman, IA 50609
Phone (641) 366-2640 Fax (641) 366-2915

Marshalltown Offices
205 W. Main St.
Marshalltown, IA 50158
Phone (641) 752-2525 Fax (641) 752-0853

Marshalltown Drive Up
2201 S. Center St.
Marshalltown, IA 50158
Phone (641) 752-2525 Fax (641) 752-085

www.fsb-iowa.com

ORDINANCE NO. _____

AN ORDINANCE APPROVING REZONING OF PARCELS 07-35-130-020, 07-35-130-023, 07-35-130-024, 07-35-130-025, 07-35-130-026, 07-35-130-028, 07-35-130-029, AND 07-35-130-032 TO CBD CCENTRAL BUSINESS DISTRICT FROM R4 MEDIUM DENSITY RESIDENTIAL

WHEREAS, the listed parcels are currently zoned R4 Medium Density Residential; and

WHEREAS, the Plan and Zoning Commission reviewed this rezoning request and held a public hearing on January 29th, 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. Parcels 07-35-130-020, 07-35-130-023, 07-35-130-024, 07-35-130-025, 07-35-130-026, 07-35-130-028, 07-35-130-029, AND 07-35-130-032 shall be rezoned to CBD Central Business District.

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 9th day of March, 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.

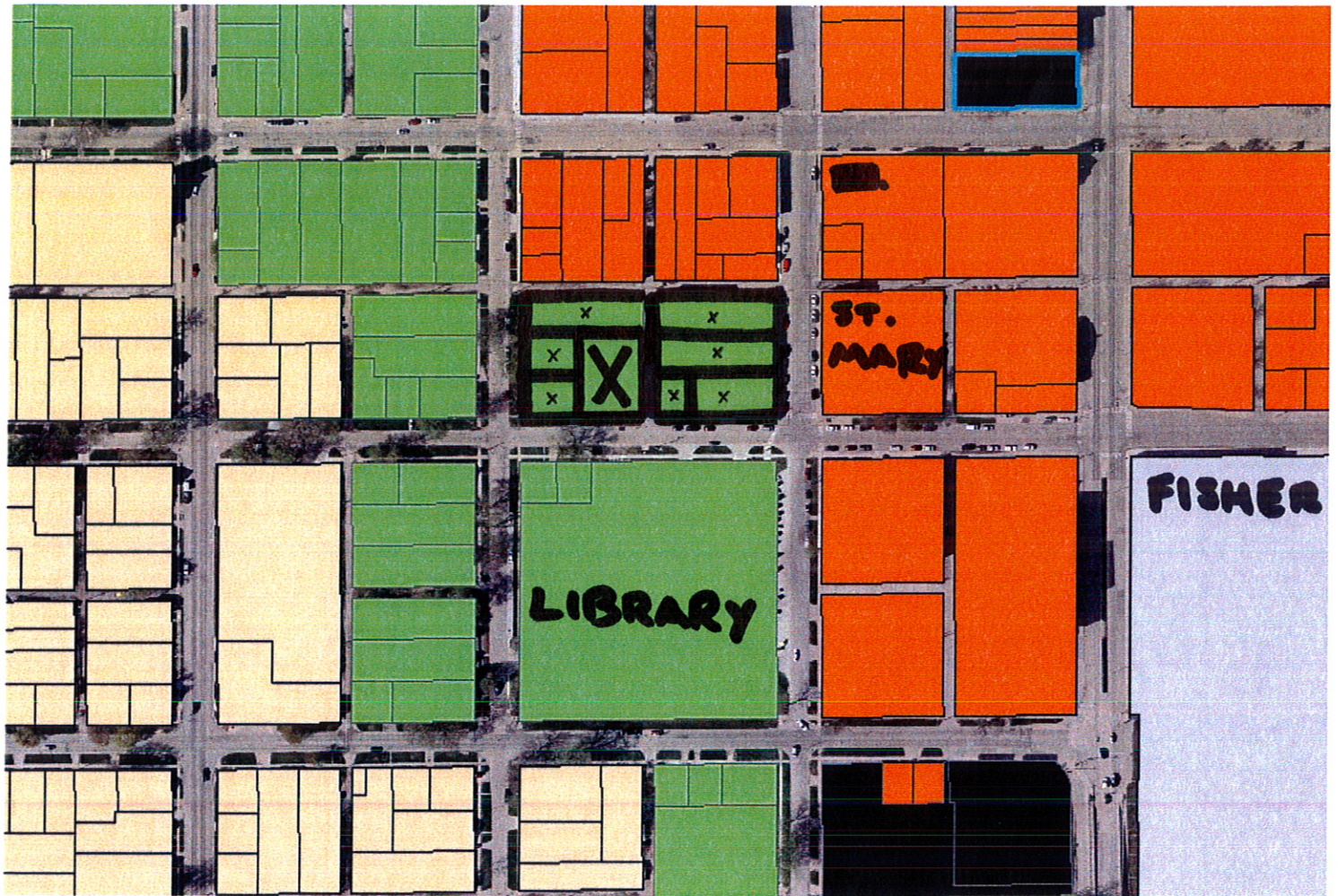
Section 3. This Ordinance shall be in full force and effect from and after public notice of hearing on this Rezoning has been duly given as required by the said Zoning Ordinance and the statutes of the State of Iowa and said public hearing has been duly held and after passage by this Council and publication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



 R4 MEDIUM DENSITY RESIDENTIAL

 CBD

 R3 MEDIUM DENSITY RESIDENTIAL



Row

RESOLUTION APPROVING AGREEMENT AMENDMENT NO. 1 BY
AND BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND
CLAPSADDLE –GARBER ASSOCIATES, INC. FOR ENGINEERING SERVICES
FOR ALLIANT GAS FIRED PLANT / EAST NEVADA ST. REBUILD,
BEING PROJECT NO. 66013014 IN THE AMOUNT OF \$37,158

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed agreement amendment number 1, in the amount of \$41,945.00 dollars, by and between the City of Marshalltown, Iowa, and Clapsaddle-Garber Associates, Inc. relative to providing additional engineering services for the Alliant Gas Fired Plant / East Nevada St. Rebuild, Being Project No. 66013014.

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 Clapsaddle – Garber Associates, Inc. relative to Alliant Gas Fired Plant / East Nevada St. Rebuild Project, in the amount of \$37,158.00 dollars, being Project No. 66013014, 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 9th day of February 2015, and signed this _____ day of February 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

January 19, 2015

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

From: Justin Nickel
Director of Public Works

Re: Agreement – Clappsaddle Garber and Associates for amendment to engineering services agreement for East Nevada Street for construction administration and inspection

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

Recommendation: Staff recommends approving the Agreement with CGA for additional construction administration and inspection for a fee not to exceed \$37,158.

Background: CGA has provided additional construction administration and inspection services through January 24, 2015. The contractor, Blommers Construction, was contractually obligated to complete construction in 120 days which corresponds to October 20, 2014. To date, the contractor has not completed the construction. The original contract with CGA specified services to be performed for a period not to exceed 12 weeks which corresponds to September 8. This amendment to engineering services accounts for the additional construction administration and inspection as required to complete the project.

Budget Impact: Alliant Energy is reimbursing the City for all costs associated with this project. Once construction is complete, the City will seek to recoup these extra engineering costs from the contractor along with liquidated damages.

Attachment: Amendment.

cc: Randy Wetmore, City Administrator

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

Marshalltown



2012

**Letter Amendment
To the Standard Agreement for
Engineering Services
Between
The City of Marshalltown, Iowa (Owner)**

**and
Clapsaddle-Garber Associates, Inc., Marshalltown, IA (the Engineer)**

**Project: East Nevada Street Improvements 66013014
 Marshalltown, Iowa
 CGA PN 1637**

Amendments to Standard Agreement for Engineering Services:

Attachment B, Part A shall be amended as follows:

For the **Construction Phase Services** described in Attachment A, **Task 5, the fees shall not exceed \$72,300 \$109,458 for a construction period that does not exceed 12 through 1/24/15.**

Additional Information:

The amendment to the fees are based on current expenses incurred by the Engineer as of 1/24/15. Proposed amendment is an increase of \$37,158. Additional expenses may be incurred when construction activities resume as weather permits. Significant items remaining are as follows: water main testing; storm sewer repairs; asphalt paving adjacent to railroad crossing; signage; and seeding, fertilizing, and mulching. These items do not represent the complete project punch list. Other items may be required prior to final project acceptance. As per item specifications, the earliest seeding will be allowed is March 1. Completion of other work will also be dependent on temperature and frost depth.

IN WITNESS THEREOF, the parties have made and authorize their representatives to execute this Letter Amendment to the *STANDARD AGREEMENT FOR ENGINEERING SERVICES* on this _____ day of _____, 20_____.

Authorization to Proceed:

ENGINEER:
Clapsaddle-Garber Associates, Inc.

OWNER:
The City of Marshalltown

By _____
Matt D. Garber, P.E., P.L.S.
President, CEO

By: _____
Title: _____

12/10/14

RESOLUTION APPROVING CONTRACT CHANGE ORDER #2 FOR THE
IOWA RIVER SANITARY SEWER INTERCEPTOR
PROJECT NUMBER 59011019
AN INCREASE OF \$41,429.96

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

WHEREAS an increase is requested for four additional work items and deducts quantity for installation of pipe by trenchless methods adds an item for installation of trenched pipe in the amount of \$41,429.96.

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

Section1. That the contract Change Order #2 for Iowa River Sanitary Sewer Interceptor Project 59011019, in the increased amount of \$41,429.96 is hereby accepted and approved.

Passed this 23rd day of February, 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

February 3, 2015

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

From: Justin Nickel
Director of Public Works

Re: Change Order #2 – S.M. Hentges & Sons, Inc. for Iowa River Sanitary Sewer Interceptor

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

Recommendation: Staff recommends approving Change Order #2 which increases the contract amount by \$41,429.96 from \$5,467,998.99 to \$5,509,428.95.

Background: Change Order #2 includes four additional work items and deducts quantity for installation of pipe by trenchless methods adds an item for installation of trenched pipe.

Budget Impact: Additional costs of \$41,429.96, but this addition still sums to less than the original contract amount.

Attachment: Change Order #2

cc: Randy Wetmore, City Administrator

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



Change Order

No. 2

Project: Iowa River Sanitary Sewer Interceptor	Date of Contract: May 29, 2014
Owner: City of Marshalltown	Owner's Contract No.: 59011019
Engineer: FOX Engineering	Engineer's Project No.: 2407-12W
Contractor: S.M. Hentges & Sons Inc.	Date of Issuance: January 27, 2015

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

DESCRIPTIONS:

- Item 1 Removal and Replacement of 15-inch Storm Sewer. This storm sewer was not shown on the city maps or known to be in place. Add \$7,480.00 for removal and replacement of existing 15-inch storm sewer located in City Alley west of Hwy 14. This work includes the following:
- Add 170 LF of 15" storm sewer removal and replacement at \$44.00/LF for cost of \$7,480.00 including bends to go around installed sanitary sewer system manholes.
- Item 2 Removal and replacement of unsuitable soils, per the Army Corp of Engineers permit, within the levee with suitable borrow soils. Add \$25,714.50 for this work including the following:
- Add 1,937 CY of soil excavated and transported from the city borrow site and placed within the levee section at a cost of \$9.00/CY for a cost of \$17,433.00.
 - Add 8 hours of dozer time to clean-up the borrow site and prepare for seeding at a cost of \$175/hr for a cost of \$1,400.00 and an additional \$500 for a mobilization fee.
 - Add equipment and labor to remove trash/debris from levee soils and spread unsuitable soils. Add \$6,381.50 for this work as follows:
 - D-5 Dozer @ \$170.00/hr for a total of 16.5 hours. Total cost of \$2,805.00.
 - 950 Loader @ \$170.00/hr for a total of 2 hours. Total cost of \$340.00.
 - Sheeps Foot Compactor @ \$135/hr for a total of 2 hours. Total cost of \$270.00.
 - Bobcat w/grapple @ \$143.00/hr for a total of 15.5 hours. Total cost of \$2,216.50.
 - Laborer @ \$75.00/hr for a total of 10 hours. Total cost of \$750.00.
- Item 3 Core drill 6 additional holes into the storm structure on Edgewood Street to accommodate additional subdrain lines and addition of 3 cleanouts.
- Add a lump sum cost of \$1,651.70.
- Item 4 Removal and replacement of buried electrical cable encased in concrete near Water Pollution Control Plant. Cable could not be supported due to concrete encasement and was not located prior to construction.
- Add a lump sum cost of \$6,583.76 to remove and repair the electrical cable.
- Item 5 Bid Item 3.03 - Remove 135 LF of Sanitary Sewer Gravity Main, Trenchless, 30-inch pipe installation.
- Deduct 135 LF of 30-inch Sanitary Sewer Gravity Main installation by trenchless methods at a deduct cost of \$253,665.00.
- Item 6 Open trench excavation for the 135 LF of pipe installation from station 131+94.22 to 133+29.22 feet. Add 135 LF of 30-inch Sanitary Sewer Gravity Main installation by open trench methods for a lump sum add cost of \$253,655.00 and shall include the following:
- Contractor shall complete the work as described in the letter from S.M. Hentges & Sons dated December 31, 2014. No additional compensation will be provided.
 - Contractor is to provide a minimum casing length to station 132+90. The remaining pipe length from station 131+94 to 132+90 may be placed without a casing. Any rock bedding or bedding rock shall be considered incidental and compaction shall be obtained to 95% of

standard proctor under pavements and in gravel areas and 90% standard proctor in other areas.

- Any rock excavation shall be considered incidental and shall be completed as necessary to allow pipe installation as per the specifications. Any rock that is excavated in pieces larger than 4-inches shall be set aside and backfilled by working the material to a friable state to allow compaction requirements to be obtained. Any excavation material that is considered unsuitable for backfill according to the specifications shall be hauled off site and replaced with suitable soil material, placed and compacted to the density requirements indicated, at no additional cost to the owner.
- Existing roadways and utilities shall be protected by all means necessary and shall be considered incidental. Any damage to roadways or utilities shall be repaired at no additional cost to the owner.
- Any and all traffic control, as approved by the Engineer, shall be completed at no additional cost to the owner.
- All restoration costs including stabilization rock or macadam stone in parking areas, class A road stone surfacing, Type 1 seeding, planting of ten 2-inch caliper trees, 90 LF of 6' high chainlink fence adjacent to the existing parking area, bolder rock relocation and replacement, and all other restoration costs shall be considered incidental.
- All excavation, subcutting, hauling, temporary placement, placement, backfill, and soil transport of excavated material shall be considered incidental.
- All casing pipe, spacers, bedding, pipe, cellular concrete void fill, casing pipe welding and installation shall be considered incidental.
- Tree removal and disposal shall be considered incidental.
- All the work, material, and labor necessary to provide a complete installation of the sanitary sewer pipe by open trenching for the remaining bore length to station 131+94.22 shall be completed at no additional cost to the owner.

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIMES:	
Original Contract Price:		Original Contract	☐ Working ☒ Calendar
		Substantial completion:	
		Phase 1 - October 13, 2014	
		Phase 2 - August 1, 2014	
		Phase 3 - June 26, 2015	
		Phase 4 - June 26, 2015	
		Ready for final payment: July 27, 2015	
☐ Increase ☒ Decrease from previously approved Change Orders:		☒ Increase ☐ Decrease from previously approved Change Orders:	
		Substantial completion (days): 11	
		Ready for final payment (days): 11	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
		Substantial completion:	
		Phase 1 - October 13, 2014	
		Phase 2 - August 1, 2014	
		Phase 3 - July 7, 2015	
		Phase 4 - June 26, 2015	
		Ready for final payment: August 7, 2015	
☒ Increase ☐ Decrease of this Change Order:		☐ Increase ☐ Decrease of this Change Order:	
		Substantial completion (days): none	
		Ready for final payment (days): none	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
		Substantial completion:	
		Phase 1 - October 13, 2014	
		Phase 2 - August 1, 2014	
		Phase 3 - July 7, 2015	
		Phase 4 - June 26, 2015	
		Ready for final payment: August 7, 2015	
RECOMMENDED:	ACCEPTED:	ACCEPTED:	
By: _____	By: _____	By: _____	
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Date: _____	Date: _____	Date: _____	

TO: Mayor, Council and City Administrator

FROM: Terry Gray, Parks & Recreation

SUBJECT: Lease Agreements for Marshalltown Little League and Marshalltown Football League

DATE: January 27, 2015

The City leases the property used by the Marshalltown Little League and Marshalltown Football League.

The agreements have been reviewed with the organizations, have been signed and are ready for council approval. Both leases are for a term of three years, January 1, 2015, to December 31, 2017, with the fee being \$1.00 per year.

The leagues are responsible for all maintenance and upkeep of the areas described in the lease agreement.

RESOLUTION APPROVING AGREEMENT BY AND BETWEEN THE CITY OF
MARSHALLTOWN, IOWA AND MARSHALLTOWN LITTLE LEAGUE, INC. FOR THE LEASE OF
THE PROPERTY DESCRIBED

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa a proposed Lease Agreement by and between the City of Marshalltown, Iowa and Marshalltown Little League, Inc., for the purpose of providing recreational baseball programs to the youth of this community; and

WHEREAS there has been presented to the Marshalltown City Council a form of lease for approval by the City of Marshalltown, Iowa, and the Marshalltown Little League, Marshalltown, Iowa, for a term of three (3) years from and after the 1st day of January 2015 through the 31st day of December 2017, for the use and occupancy by lessees of following described property for the purpose of providing recreational football programs to the youth of this community; and

WHEREAS this Council has considered the terms, conditions and intended use of such property, and that such Lease Agreement is in the best interest of the city and should be approved.

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 Lease Agreement by and between the City of Marshalltown, Iowa and Marshalltown Little League, Inc., for the lease of the property for the purposes detailed in the lease, 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. A copy of said Agreement is attached hereto setting forth the terms and legal description.

Section 2. This Resolution shall be in full force and effect from and after the passage as provided by law.

Passed this ____ day of February 2015 and signed this ____ day of February 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

MARSHALLTOWN LITTLE LEAGUE, INC. LEASE AGREEMENT

This Lease Agreement made and entered into this 1st day of January, 2015, by and between the City of Marshalltown, Iowa through its PARKS & RECREATION DEPARTMENT, herein after referred to as the Lessor and MARSHALLTOWN LITTLE LEAGUE, INC., of Marshalltown, Iowa, Lessees, herein after referred to as the Lessee, is mutually agreed as follows, to-wit:

Lessor does hereby lease to Lessee the following described premises in Marshalltown, Marshall County, Iowa to-wit:

Lot 2 of 2 (except the West 30 feet thereof) in the SW ¼ of the SE ¼, and

Lot 4 in the SE ¼ of the SE ¼,

all in Section 34, Township 84 North, Range 18 West of the 5th P. M., in Marshall County Iowa (herein known as "MARSHALLTOWN LITTLE LEAGUE PARK")

That the term of this Lease Agreement shall be from the 1st day of January, 2015, to the 31st day of December, 2017, for the consideration of Three (\$3.00) Dollars payable in full in advance of the lease term at the office of Lessor in Marshalltown, Iowa, as follows, to-wit:

Lessee shall properly maintain the area above described and shall install and repair any boundary fence that may be required between the leased premises and any adjoining area and shall maintain and keep in proper repair any road or roads leading into and upon the leased premises, as well as any parking area that may be designated therein.

Lessee shall properly mow and trim all areas except designated areas immediately adjoining the recreational trail that will be mowed and maintained by the Lessor. These areas will be mutually agreed upon annually.

The purpose of this Lease Agreement is to provide a Little League baseball program in conformity with the programs operated by Lessee in the past. In the event a dispute arises as to the terms and conditions of this Lease Agreement the Parties agree to meet to resolve these disputes in conformity with the stated purpose hereof.

If at any time the baseball program now promoted and handled by Lessee should no longer exist, this Lease Agreement shall thereupon immediately terminate.

Lessee shall be responsible for the construction, maintenance and upkeep of any building or structures placed upon said premises for Lessees' use. Upon termination of this Lease, Lessee shall be entitled to remove any such buildings or structures from the premises provided such removal occurs within 90 days of Lease termination. In the event such buildings or structures are so removed, it is the responsibility of Lessee to remove any vertical structures and in ground infrastructures and fill any holes with dirt and seed.

Lessee shall at no time sub-lease said property without Lessor's prior written approval.

Lessee shall immediately notify Lessor of any proposed improvements to be placed upon the premises, to the end that Lessor shall be made fully aware thereof.

Lessee will maintain liability insurance coverage on the leased premises, naming the City as an additional insured. Coverage shall be not less than \$500,000.00 per person and \$1,000,000 per event. Proof of insurance shall be provided by Lessee upon request of Lessor. Lessee shall hold Lessor harmless from any claims made for personal injury or property damage by anyone engaged in any activity upon said premises or using said premises or being present thereon as a spectator, laborer, or

otherwise. If the Parks and Recreation Department shall so use these properties after the closing of the baseball season, the Marshalltown Little League shall be held harmless of liability.

Lessee is held responsible for any utility charges such as electricity, water, sewer and gas, all turf maintenance of the diamonds and areas outside the playing area.

Lessee will allow the general public access to the Bike/Walk/Jog Path. The Lessee shall be held harmless for any claims made for personal injury or property damage by anyone using said path.

Lessee has the approval to drive their maintenance equipment on the path to enter ball diamonds to perform routine maintenance.

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor; Lessor

 1-13-15

Marshalltown Little League, Lessee

ATTEST:

Shari Coughenour, CMC, City Clerk

RESOLUTION APPROVING AGREEMENT BY AND BETWEEN THE CITY OF
MARSHALLTOWN, IOWA, AND MARSHALLTOWN FOOTBALL LEAGUE FOR THE LEASE OF
THE PROPERTY DESCRIBED

WHEREAS there has been presented to the Marshalltown City Council a form of lease for approval by the City of Marshalltown, Iowa, and the Marshalltown Football League, Marshalltown, Iowa, for a term of three (3) years from and after the 1st day of January 2015, and up to the 31st day of December 2017, for the use and occupancy by lessees of following described property for the purpose of providing recreational football programs to the youth of this community; and

WHEREAS this Council has considered the terms, conditions and intended use of such property, and that such Lease Agreement is in the best interest of the city and should be approved.

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

Section 1. This Council hereby approves the attached Agreement with the Marshalltown Football League of Marshalltown, Iowa, for a three (3) year period beginning January 1, 2009, and ending at noon on the 31st day of December 2011, the right and occupancy of:

A tract of land described as commencing at the Northwest Corner of Lot 1 of the SE $\frac{1}{4}$, SE $\frac{1}{4}$, Sec. 34, T. 84 N., R. 18 W. of the 5th P.M., Marshall County, Iowa, thence Northeasterly 37.7 feet along the North line of said Lot 1, thence South 20.0 feet to the point of beginning, thence East 320.0 feet, thence South 250.0 feet, thence West 95.0 feet, thence South 190 feet, thence West 250.0 feet, thence North 140.0 feet, thence North 24 degrees 27" East 60.2 feet, thence North 245.0 feet to the point of beginning, containing 2.91 acres, all in Lot 1 of the SE $\frac{1}{4}$, SE $\frac{1}{4}$, Sec. 34, T. 84 N., R. 18 W. of the 5th P.M., Marshall County, Iowa.

Section 2. A copy of said Agreement is attached hereto and made part of this Resolution.

Section 3. This Resolution shall be in full force and effect from and after the passage provided by law.

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

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

LEASE AGREEMENT BETWEEN CITY AND MARSHALLTOWN FOOTBALL LEAGUE

This lease made and entered into as of this ____ day of _____ 2015, by and between the City of Marshalltown, Iowa, (Lessor) and Marshalltown Football League, a nonprofit corporation organized under the laws of the State of Iowa, (Lessee).

WITNESSETH:

The Lessor, in consideration of the covenants, conditions, agreements, and stipulations of the Lessee hereinafter set out, does hereby lease to the Lessee the following described real estate situated in the City of Marshalltown, Marshall County, Iowa, to-wit:

A tract of land described as commencing at the Northwest Corner of Lot 1 of the SE ¼, SE ¼, Sec. 34, T. 84 N., R. 18 W. of the 5th P.M., Marshall County, Iowa, thence Northeasterly 37.7 feet along the North line of said Lot 1, thence South 20.0 feet to the point of beginning, thence East 320.0 feet, thence South 250.0 feet, thence West 95.0 feet, thence South 190 feet, thence West 250.0 feet, thence North 140.0 feet, thence North 24 degrees 27" East 60.2 feet, thence North 245.0 feet to the point of beginning, containing 2.91 acres, all in Lot 1 of the SE ¼, SE ¼, Sec. 34, T. 84 N., R. 18 W. of the 5th P.M., Marshall County, Iowa.

The term of this Lease Agreement shall be from the 1st day of January, 2015, to the 31st day of December 31, 2017, for the consideration of Three (\$3.00) Dollars payable in full in advance of the lease term at the office of Lessor in Marshalltown, Iowa, as follows, to-wit:

In consideration of the leasing of the premises by Lessor, the Lessee agrees to pay Lessor rental for the leased premises in the amount of One Dollar (\$1.00) per year of the agreement.

The Lessee will promptly pay for the public utilities rendered or furnished to the leased premises during the term of this Lease for lighting, heat, gas, electricity and telephone. All such utilities shall be in the name of the Lessee.

Lessee shall maintain the grounds and its own improvements including the proper mowing, trimming and building upkeep and maintain the grounds in a park-like appearance all at Lessee's expense.

The Lessor will at its expense grade and level the area to be designated for parking, lying east of the above described premises. All maintenance and upkeep of said parking area will be the sole responsibility of Lessee. Lessee shall keep the parking area graveled and graded as needed.

It is further understood by and between the parties hereto that Lessee has installed at its expense facilities and equipment for three separate football fields. Lessee shall maintain these improvements at Lessee's expense.

Any improvements which Lessee makes to the leased premises shall be paid for by Lessee and will not become a financial obligation of Lessor. At the termination of this Lease, or an extension thereof, Lessee shall restore the property to as near its original condition as possible.

In the event Lessee does not remove its improvements within said ninety-day period, all such improvements shall become the sole and absolute property of Lessor, or Lessor at its option may remove the improvements, the cost of which shall be paid by the Lessee.

Lessee shall obtain prior approval from Lessor before the construction/installation of any proposed improvements.

In the event the Lessee fails to pay the rent required under the terms of this Lease for a period of thirty days after having received written notice of nonpayment of said rent, it shall be lawful at the option of the Lessor to declare this Lease terminated and enter into the leased premises either with or without process of law and expel the Lessee or any person occupying the premises and to repossess the leased premises.

The conditions, covenants and agreements of this Lease are binding on the parties to this Lease and their respective successors and assigns. Lessee shall not sell, assign, transfer or convey any rights granted in this lease without the express written comment of Lessor.

Any failure of Lessor or Lessee to exercise any of their rights under the terms of this Lease on any one occasion shall not be construed as a waiver thereof on any subsequent occasion.

At any time during the term of this Lease, either party may request the other to meet and discuss any problems which may arise. Both parties will in good faith meet and attempt to resolve said problems. Any of the terms of this Lease notwithstanding, the Lessee shall fully cooperate with Lessor for special events scheduled by Lessor that may require the use of the demised premises for Lessor's purposes in the nature of softball or baseball team warm-up and batting practice during scheduled softball or baseball tournaments. However, in no event shall any vehicles be allowed to be parked upon, or traverse, the football fields and no use of the demised premises by Lessor as contemplated by this paragraph shall occur between August 31st and November 1st of each calendar year. The Lessor shall notify Lessee at Lessor's earliest opportunity of the date or dates of the special event. During said date or dates, this Lease shall be suspended and of no force and effect. The special events will not cause damage or destruction to the property or football field turf of Lessee and if any such damages occur, Lessor shall be obligated to reimburse Lessee for the repair or remedy of any such damages within six months of the occurrence or discovery thereof.

Lessee shall use the premises only for its football program and will not violate any Federal, State or municipal law, statute, ordinance, rule or provision.

Lessor shall have complete access to the area for utility or general maintenance of its property. Lessees shall at no time sub-lease said property without prior written consent of Lessor.

Lessee will maintain liability insurance coverage on the leased premises, naming the City as an additional insured. Coverage shall be not less than \$500,000.00 per person and \$1,000,000 per event. Proof of insurance shall be provided by Lessee upon request of Lessor.

It is further understood that the Lessee shall be required to pay the real estate taxes, if any, on the leased premises during the time of this Lease.

Lessee shall hold Lessor harmless and indemnify Lessor from any claims made for personal injury or property damage by anyone engaged in any activity upon the leased premises, regardless of whether a spectator, volunteer, laborer, or other non-participants.

Lessee shall be granted free and open access to South 6th Street, except for normal maintenance and improvement of the access area. Lessor shall endeavor to do its maintenance and improvement at such times as the premises are not being used by Lessee. The parking areas located to the east and west of the leased premises, owned by Lessor, are parking areas, which shall be permitted to be used by patrons of the Lessee. This right of use shall be non-exclusive and shall be in common with all other users of the area. It is understood that the parking area to the west is presently leased to Marshalltown Little League and Lessee's right to use said parking area is subject to the Lease to Marshalltown Little League.

Lessee shall provide to the Parks and Recreation Department current MFL Commission names, addresses and telephone numbers, as well as any changes therein (work and home). The MFL Field Director shall also provide his/her telephone numbers (work and home) to the Parks and Recreation Department.

The Lessee shall provide to the Parks and Recreation Department a yearly schedule of events and the Parks and Recreation Department will inform the MFL Commission of any National Softball Tournaments and other softball tournaments or leagues the Parks and Recreation Department will play during the month of September at the softball complex.

Both parties shall work cooperatively to benefit both respective programs when additional facilities are required.

The placement of any entrance signs, the size and location must be approved by the Parks and Recreation Director before placement. Any entrance sign(s) must be maintained by MFL and kept in a condition that is acceptable to the Parks and Recreation Director.

None of the covenants, terms or conditions of this Lease to be kept and performed by Lessee or Lessor shall in any manner be altered, waived, changed or abandoned except by a written instrument duly signed by both parties and not otherwise consent to any acquiescence in any breach of this Lease shall not constitute a waiver of any other or later breach of the same or any other covenant, agreement or condition thereof.

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

LESSOR:

CITY OF MARSHALLTOWN, IOWA

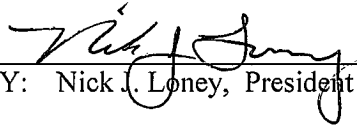
James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

LESSEE:

MARSHALLTOWN FOOTBALL LEAGUE,
MARSHALLTOWN, IOWA


BY: Nick J. Loney, President



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

Housing & Community Development

TO: Mayor & City Council

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

DATE: February 6, 2015

RE: **Lead Hazard Control Grant Program**

As part of our Lead Hazard Control Grant Program we must sign 28 E agreements with each participating jurisdiction. The Cities and Counties are in the process of approving the agreements and returning them to us in time for the Council to approve them all at the March 9th meeting. The agreement is identical to the 28E agreements used in the past grant.

A map of our participation jurisdiction is included. We are also finalizing the environmental review process and hearing notifications as required by HUD.

Michelle Spohnheimer
Housing & Community Development Director
City of Marshalltown
641-754-5756 phone
641-754-5742 fax
mspohnheimer@ci.marshalltown.ia.us

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



