1. Agenda

   Documents:

   AGENDA.PDF

2. Supporting Meeting Documents

   Documents:

   BILL LIST.PDF
   MINUTES.PDF
   NOVEMBER FINANCIALS.PDF
   PACKET.PDF
   PUBLIC WORKS MEMO.PDF

# COUNCIL AGENDA
## CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET
## DECEMBER 29, 2014, at NOON

**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**:

December Staff Anniversaries, Years of Service
Richard Legg 20
Lori Stansberry 5

**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 December 8, 2014; December 16, 2014, and December 22, 2014.
2. Approve Bill List in the amount of $1,745,185.60
3. Receipt of Building Report, November 2014.
4. Resolution 2014-159 Authorizing Submission of a Community Foundation of Marshall County Grant Application for Earth Day Bottled Water Initiative, not to exceed $3,000
5. Resolution 2014-160 Authorizing Submission of a STEP Grant Application for Earth Day Bottled Water Initiative, not to exceed $1,000
6. Resolution 2014-161 Approving 28E Memorandum of Agreement with Marshalltown Community School District Relating to Public Use and Maintenance of a Private Street Locally Known as Bobcat Boulevard, an extension of South Third Avenue.
7. Tentative Resolution 2014-162 Providing for the Vacation, Conveyance, and transfer of Title to the Property Herein Described from the City of Marshalltown, Iowa, to the Marshalltown Community School District, relating to the East-West and North-South alley near Rogers School in Block 9, Jerome's Addition, setting Public hearing for January 12, 2015, at 5:30 PM.
8. Resolution 2014-163 Approving Contract Change Order #1 for the 2014 Mill and Overlay Project 76014004, increase of $29,149.10.
9. Resolution 2014-164 Approving Certificate of Completion and final project costs with OMG Midwest, Inc., dba Cessford Construction, in the amount of $568,520.63 for Construction of the 2014 Mill and Overlay Project 76014004.
10. Resolution 2014-165 Approving Contract Change Order #1 for the Concrete Repair 2014 Project 76014005, increase of $22,193.21.
11. Resolution 2014-166 Approving Certificate of Completion and final project costs with Day Construction Services, LLC, in the amount of $280,863.31 for Construction of the Concrete Repair 2014 Project 76014005.

12. Resolution 2014-167 Approving Contract Change Order #1 for the 2014 Concrete Repair TIF District 3 Project 76014006, decrease of $20,262.50.
13. Resolution 2014-168 Approving Certificate of Completion and final project costs with Con-Struct, Inc., in the amount of $273,317.50 for Construction of the 2014 Concrete Repair TIF District 3 Project 76014006
14. Resolution 2014-169 Approving Contract Change Order #1 for the 2012 Mill and Overlay Project 76012003, decrease of $24,309.81.
15. Resolution 2014-170 Approving Certificate of Completion and final project costs with OMG Midwest, Inc., dba Cessford Construction, in the amount of $2,002,551.99 for Construction of the 2012 Mill and Overlay Project 76012003
16. Approve Liquor Licenses: (pending completion of fire inspection)
RENEWAL: Kwik Star #607, Jiffy Convenience Stores, Mama DiGrados' Pasta & Pizza, BPOE Lodge #312 (Elks); Toms Cue and Brew.

**(end of consent agenda items**

**REPORTS:**

17. Aquatic Center Report

**MOTIONS:**

18. Approve Comprehensive Annual Financial Report (CAFR)
19. Approve 2015 Street Maintenance Design Schedule

**RESOLUTIONS:**

20. Resolution 2014-171 Approving a Contract for Law Enforcement Activities between Merged Area VI Community College District / Iowa Valley Community College District and the City of Marshalltown, Iowa, Created Pursuant to Chapter 28E.12 of the Iowa Code
21. Resolution 2014-172 Setting Date for Public hearing (January 26, 2015) on 2015 Amendment to Urban Renewal Plan for Marshalltown Urban Renewal Area No. 2.
22. Resolution 2014 -173 Setting Date for Public hearing (January 26, 2015) on Development Agreement with Menard, Incorporated, including economic development payments in an amount not to exceed $1,325,000.

**ORDINANCES:**

23. Ordinance 14935 Adopting the National Fire Protection Association 70-2014 National Electric Code as the City of Marshalltown Electrical Code Effective February 1, 2015, first reading, set public hearing on January 26, 2015.

**DISCUSSION: Next agenda in process**

1. New Tobacco and Carryout Liquor License, 204 E Main Street, Aung Parame Grocery Store
2. Traffic Control Signage at Nevada Street and 18th Avenue, relating to Alliant Project. Kenn Vinson.
3. 28E Agreement, Iowa Drug Task Force, relating to vehicle maintenance service by the city.
4. November Financial Report
5. Budget Amendment. Motion at next meeting to set public hearing for January 26, 2015.
6. Reminder Tax Abatement Applications are due February 1, 2015, for qualified residential and commercial property improvement. Eligibility for commercial improvements are limited to two certain areas of the city.

**PUBLIC COMMENTS:**

**ADJOURNMENT:**

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

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

Marshalltown All-America City 2012

| COUNCIL DATE: December 23 2014 | | |
|---|---|---|
| VISA | $19,535.62 | |
| ACH'S | $901,075.10 | |
| CHECKS | $287,168.65 | |
| PAYROLL #24 | $537,424.14 | |
| | **$1,745,203.51** | subtotal |
| VOID | -$17.91 | PAID WITH CREDIT CARD |
| | **$1,745,185.60** | TOTAL FOR COUNCIL |

| | | | |
|---|---|---|---|
| 101310.5703.000 | A T & T | IPAD | 677.74 |
| 101310.5450.000 | A T & T | WIRELESS SERVICE | 74.69 |
| 238410.5260.000 | ACCENT DRYWALL & PLASTERING | CEILING REPLACED | 520.00 |
| 206120.5600.000 | ACCO BRANDS | OP SUPPLIES | 79.29 |
| 101110.5132.000 | ADIDAS ONLINE | BOOTS | 160.50 |
| 101110.5132.000 | ADIDAS ONLINE | CREDIT | (10.50) |
| 510531.5410.000 | ADVANCED GARAGE DOORS, INC | OVERHEAD DOOR REPAIR | 214.00 |
| 520590.5410.000 | ADVANCED GARAGE DOORS, INC | OVERHEAD DOOR REPAIR | 321.00 |
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| 101140.5718.000 | AIR CLEANING TECHNOLOGIES, INC | SAFETY DISC | 230.88 |
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| 206710.5600.000 | AIRGAS USA, LLC | CYLINDER RENTAL | 101.00 |
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| 101140.5450.000 | ALLIANCE CONNECT | DECEMBER PHONES | 129.20 |
| 101310.5450.000 | ALLIANCE CONNECT | DECEMBER PHONES | 129.20 |
| 101420.5450.000 | ALLIANCE CONNECT | DECEMBER PHONES | 186.84 |
| 101440.5450.000 | ALLIANCE CONNECT | DECEMBER PHONES | 60.74 |
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| 101561.5450.000 | ALLIANCE CONNECT | DECEMBER PHONES | 33.46 |
| 101581.5450.000 | ALLIANCE CONNECT | DECEMBER PHONES | 31.91 |
| 101770.5450.000 | ALLIANCE CONNECT | DECEMBER PHONES | 33.46 |
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| 101830.5450.000 | ALLIANCE CONNECT | DECEMBER PHONES | 33.46 |
| 101831.5450.000 | ALLIANCE CONNECT | DECEMBER PHONES | 33.46 |
| 101840.5450.000 | ALLIANCE CONNECT | DECEMBER PHONES | 65.37 |
| 101850.5450.000 | ALLIANCE CONNECT | DECEMBER PHONES | 65.37 |
| 101870.5450.000 | ALLIANCE CONNECT | DECEMBER PHONES | 31.91 |
| 101890.5450.000 | ALLIANCE CONNECT | DECEMBER PHONES | 156.47 |
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| 101891.5450.000 | ALLIANCE CONNECT | DECEMBER PHONES | 30.37 |
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| 206120.5450.000 | ALLIANCE CONNECT | DECEMBER PHONES | 31.91 |
| 206710.5450.000 | ALLIANCE CONNECT | DECEMBER PHONES | 95.74 |

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| 278690.5450.000 | ALLIANCE CONNECT | DECEMBER PHONES | 97.28 |
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| 101310.5732.300 | AMAZON.COM | REFUND | (0.36) |
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| 101142.5460.000 | AMERISTAR | MEAL - CONF | 18.59 |
| 101142.5460.000 | AMERISTAR | MEAL - CONF | 11.62 |
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| 206710.5340.010 | ARAMARK | MAT SERVICE | 56.61 |
| 206710.5340.010 | ARAMARK | MAT SERVICE | 56.61 |
| 206710.5340.010 | ARAMARK | MAT SERVICE | 56.61 |
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| 101410.5340.010 | ARAMARK | SUPPLIES | 11.71 |
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| 152451.5340.010 | ARAMARK | SUPPLIES | 6.79 |
| 152451.5340.010 | ARAMARK | SUPPLIES | 2.66 |
| 101410.5570.000 | ARNOLD MOTOR SUPPLY | #718 AIR&OIL FILTERS | 14.32 |
| 101580.5562.000 | ARNOLD MOTOR SUPPLY | #731 TOWER& | 17.62 |
| 101410.5570.000 | ARNOLD MOTOR SUPPLY | #814,811,72 | 41.95 |
| 101110.5570.000 | ARNOLD MOTOR SUPPLY | AIR FILTERS | 42.02 |
| 101110.5570.000 | ARNOLD MOTOR SUPPLY | BATTERY#513 | 142.99 |
| 101110.5570.000 | ARNOLD MOTOR SUPPLY | CRANKSHAFT | 38.01 |
| 206710.5570.000 | ARNOLD MOTOR SUPPLY | FILTERS | 60.97 |
| 550780.5570.000 | ARNOLD MOTOR SUPPLY | FLO ANGLE | 161.70 |
| 206710.5570.000 | ARNOLD MOTOR SUPPLY | GENISYS DLX | 2,197.65 |
| 101140.5570.000 | ARNOLD MOTOR SUPPLY | LIFT SUPPOR | 34.91 |
| 550780.5570.000 | ARNOLD MOTOR SUPPLY | NYLON PUMP | 62.33 |
| 101110.5570.000 | ARNOLD MOTOR SUPPLY | OIL FILTERS | 40.43 |
| 101110.5570.000 | ARNOLD MOTOR SUPPLY | OXYGEN SENSOR | 23.41 |

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| 101140.5570.000 | ARNOLD MOTOR SUPPLY | OXYGEN SENSOR | 42.33 |
| 101140.5570.000 | ARNOLD MOTOR SUPPLY | OXYGEN SENSOR | 5.87 |
| 101110.5570.000 | ARNOLD MOTOR SUPPLY | PART | 91.08 |
| 101110.5570.000 | ARNOLD MOTOR SUPPLY | PARTS | 29.36 |
| 101110.5570.000 | ARNOLD MOTOR SUPPLY | PARTS | (29.36) |
| 101110.5570.000 | ARNOLD MOTOR SUPPLY | PARTS #527 | 147.32 |
| 206710.5570.000 | ARNOLD MOTOR SUPPLY | RETURN | (30.87) |
| 206710.5570.000 | ARNOLD MOTOR SUPPLY | SUPPLIES | 258.75 |
| 206710.5600.000 | ARNOLD MOTOR SUPPLY | SUPPLIES | 146.01 |
| 206710.5600.000 | ARNOLD MOTOR SUPPLY | SUPPLIES | 43.69 |
| 206710.5600.000 | ARNOLD MOTOR SUPPLY | SUPPLIES | 7.92 |
| 206710.5600.000 | ARNOLD MOTOR SUPPLY | SUPPLIES | 7.54 |
| 206710.5600.000 | ARNOLD MOTOR SUPPLY | SUPPLIES | 41.00 |
| 206710.5600.000 | ARNOLD MOTOR SUPPLY | SUPPLIES | 10.70 |
| 206710.5600.000 | ARNOLD MOTOR SUPPLY | SUPPLIES | 85.84 |
| 206710.5600.000 | ARNOLD MOTOR SUPPLY | SUPPLIES | 10.28 |
| 101110.5570.000 | ARNOLD MOTOR SUPPLY | SURFACE MANUAL | 66.48 |
| 206710.5570.000 | ARNOLD MOTOR SUPPLY | VACUUM PUMP | 10.95 |
| 101310.5732.300 | BAKER & TAYLOR ENTERTAINMENT | DVDs | 26.57 |
| 101310.5732.320 | BAKER & TAYLOR ENTERTAINMENT | DVDs | 4.35 |
| 101310.5732.300 | BAKER & TAYLOR INCORP | BOOKS | 13.76 |
| 101310.5732.300 | BAKER & TAYLOR INCORP | BOOKS | 18.57 |
| 101310.5732.300 | BAKER & TAYLOR INCORP | BOOKS | 93.99 |
| 101310.5732.300 | BAKER & TAYLOR INCORP | BOOKS | 122.07 |
| 101310.5732.300 | BAKER & TAYLOR INCORP | BOOKS | 9.58 |
| 101310.5732.300 | BAKER & TAYLOR INCORP | BOOKS | 301.07 |
| 101310.5732.320 | BAKER & TAYLOR INCORP | MEMORIAL BOOK | 29.45 |
| 101891.5600.000 | BDH TECHNOLOGY | VGA/DVI VIDEO | 55.00 |
| 101141.5460.000 | BENNIGAN'S | LUNCH DSM CONFERENCE | 33.26 |
| 681110.5230.000 | BERNIE LOWE & ASSOCIATES, INC | 411 MED CLAIMS | 145.73 |
| 681110.5339.000 | BERNIE LOWE & ASSOCIATES, INC | 411 MED CLAIMS | 2,786.08 |
| 684990.5230.000 | BERNIE LOWE & ASSOCIATES, INC | NOVEMBER COUNSEL | 2,236.50 |
| 101310.5732.300 | BLACKSTONE AUDIO, INC. | AUDIO BOOKS | 270.00 |
| 520590.5600.590 | BLINK ELECTRIC MOTORS INC | E MAIN LS E | 10.00 |
| 520520.5600.000 | BLINK ELECTRIC MOTORS INC | GAS COMPRESSOR | 84.50 |
| 520520.5600.000 | BLINK ELECTRIC MOTORS INC | GAS COMPRESSOR | 199.00 |
| 101410.5600.080 | BLINK ELECTRIC MOTORS INC | OP SUPPLIES | 17.44 |
| 206710.5600.000 | BLINK ELECTRIC MOTORS INC | OP SUPPLIES | 71.44 |
| 206710.5600.000 | BLINK ELECTRIC MOTORS INC | OP SUPPLIES | (71.44) |
| 206710.5600.000 | BLINK ELECTRIC MOTORS INC | OP SUPPLIES | 21.00 |
| 520520.5410.000 | BLINK ELECTRIC MOTORS INC | RPR SBR SAM | 104.00 |
| 101770.5570.000 | BOB'S FARM CENTER INC | #1-DF | 843.76 |
| 550780.5570.020 | BOB'S FARM CENTER INC | ENGINE OIL | 132.00 |
| 520520.5600.000 | BOB'S FARM CENTER INC | PEGASUS 805 | 2,932.00 |
| 206710.5340.290 | BOLAR & GILL TREE SERVICE LLC | REMOVE STUMP | 200.00 |
| 520520.5600.000 | BRENNTAG GREAT LAKES LLC INC | LIME | 1,323.80 |
| 101310.5732.300 | BRODART INC | GRAPHIC BOOK | 5.85 |

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| 101310.5732.300 | BRODART INC | GRAPHIC BOOK | 20.47 |
| 101310.5732.300 | BRODART INC | GRAPHIC&JUVENILE | 179.58 |
| 101310.5732.300 | BRODART INC | JUVENILE BOOKS | 9.34 |
| 101310.5732.300 | BRODART INC | JUVENILE BOOKS | 2.33 |
| 101310.5732.320 | BRODART INC | JUVENILE&MEMORIAL | 56.14 |
| 101310.5732.300 | BRODART INC | JUVENILE&SPANISH BOOK | 52.02 |
| 101310.5732.300 | BRODART INC | JUVENILE&SPANISH BOOK | 32.94 |
| 101310.5732.300 | BRODART INC | JUVENILE&SPANISH BOOK | 339.30 |
| 101310.5732.300 | BRODART INC | JUVENILE&SPANISH BOOK | 51.02 |
| 101310.5732.320 | BRODART INC | MEMORIAL BOOK | 13.52 |
| 101310.5732.320 | BRODART INC | MEMORIAL BOOK | 10.51 |
| 101310.5732.320 | BRODART INC | MEMORIAL BOOK | 24.42 |
| 101310.5732.320 | BRODART INC | MEMORIAL BOOK | 40.39 |
| 101310.5732.320 | BRODART INC | MEMORIAL&JUVENILE | 43.06 |
| 101310.5732.300 | BRODART INC | MEMORIAL&JUVENILE | 169.85 |
| 101310.5732.300 | BRODART INC | MEMORIAL&JUVENILE | 128.43 |
| 510531.5600.000 | BROWN SUPPLY COMPANY INC | MANHOLE FRAME/COVER | 1,676.00 |
| 520590.5600.000 | BROWN SUPPLY COMPANY INC | MANHOLE FRAME/COVER | 2,514.00 |
| 101421.5718.000 | BSN SPORTS | INDOOR SOCCER | 300.00 |
| 152451.5718.000 | BSN SPORTS | INDOOR SOCCER | 229.99 |
| 101110.5132.000 | CARPENTER UNIFORM COMPANY | 2PANTS | 112.64 |
| 550780.5570.020 | CASEY'S | VEHICLE MAINT | 12.37 |
| 550780.5570.020 | CASEY'S | VEHICLE MAINT | 8.25 |
| 242310.5703.000 | CDW GOVERNMENT INC | LAP TOP | 806.47 |
| 242310.5732.300 | CENGAGE LEARNING INC | LARGE TYPE BOOKS | 79.46 |
| 242310.5732.300 | CENGAGE LEARNING INC | LARGE TYPE BOOKS | 23.99 |
| 242310.5732.300 | CENGAGE LEARNING INC | LARGE TYPE BOOKS | 112.76 |
| 101310.5732.320 | CENGAGE LEARNING INC | LARGE TYPE BOOKS | 53.58 |
| 242310.5732.300 | CENGAGE LEARNING INC | LARGE TYPE BOOKS | 114.36 |
| 242310.5732.300 | CENGAGE LEARNING INC | LARGE TYPE BOOKS | 25.59 |
| 242310.5732.300 | CENGAGE LEARNING INC | LARGE TYPE BOOKS | 79.46 |
| 242310.5732.300 | CENGAGE LEARNING INC | LARGE TYPE BOOKS | 19.46 |
| 101310.5600.000 | CENTRAL IOWA DISTRIBUTING INC | TISSUE | 173.20 |
| 101880.5600.080 | CENTRAL IOWA DISTRIBUTING INC | TOILET PAPER | 140.40 |
| 101881.5600.080 | CENTRAL IOWA DISTRIBUTING INC | TOILET PAPER | 140.40 |
| 520520.5718.000 | CENTRAL IOWA MACHINE SHOP INC | REBLD DAF#1 | 1,366.21 |
| 101110.5600.000 | CENTRAL OFFICE SUPPLY | CALENDARS/ETC | 198.19 |
| 550780.5370.000 | CENTRAL OFFICE SUPPLY | PAPER/TIMEC | 54.36 |
| 101110.5450.000 | CENTURYLINK | LONG DISTANCE | 47.03 |
| 101140.5450.000 | CENTURYLINK | LONG DISTANCE | 9.70 |
| 101310.5450.000 | CENTURYLINK | LONG DISTANCE | 16.48 |
| 101420.5450.000 | CENTURYLINK | LONG DISTANCE | 9.90 |
| 101480.5450.000 | CENTURYLINK | LONG DISTANCE | 1.89 |
| 101560.5450.000 | CENTURYLINK | LONG DISTANCE | 0.04 |
| 101561.5450.000 | CENTURYLINK | LONG DISTANCE | 1.11 |
| 101790.5450.000 | CENTURYLINK | LONG DISTANCE | 0.74 |
| 101820.5450.000 | CENTURYLINK | LONG DISTANCE | 2.60 |

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|---|---|---|---|
| 101831.5450.000 | CENTURYLINK | LONG DISTANCE | 3.58 |
| 101840.5450.000 | CENTURYLINK | LONG DISTANCE | 3.07 |
| 101850.5450.000 | CENTURYLINK | LONG DISTANCE | 12.98 |
| 101860.5450.000 | CENTURYLINK | LONG DISTANCE | 0.79 |
| 101870.5450.000 | CENTURYLINK | LONG DISTANCE | 5.44 |
| 101890.5450.000 | CENTURYLINK | LONG DISTANCE | 2.96 |
| 101891.5450.000 | CENTURYLINK | LONG DISTANCE | 1.55 |
| 206710.5450.000 | CENTURYLINK | LONG DISTANCE | 3.00 |
| 206760.5450.000 | CENTURYLINK | LONG DISTANCE | 5.00 |
| 276210.5450.000 | CENTURYLINK | LONG DISTANCE | 4.26 |
| 278690.5450.000 | CENTURYLINK | LONG DISTANCE | 8.90 |
| 290113.5450.000 | CENTURYLINK | LONG DISTANCE | 26.14 |
| 510531.5450.000 | CENTURYLINK | LONG DISTANCE | 0.32 |
| 520520.5450.000 | CENTURYLINK | LONG DISTANCE | 1,455.78 |
| 520590.5450.000 | CENTURYLINK | LONG DISTANCE | 0.49 |
| 550780.5450.000 | CENTURYLINK | LONG DISTANCE | 2.76 |
| 510532.5410.000 | CERTIFIED POWER INC CO | MOWER CYLINDER | 1,036.41 |
| 206710.5600.000 | CESSFORD CONSTRUCTION COMPANY | HIGH PERF | 195.60 |
| 101110.5132.000 | CHAD A HILLERS | SHOE ALLOWANCE | 70.00 |
| 491750.5230.030 | CLAPSADDLE GARBER ASSOC INC | ALLIANT ROAD | 13.94 |
| 101110.5570.000 | CLEMONS INC | SEAT REPLACED | 316.06 |
| 510531.5600.000 | CONCRETE INC | 207 N 15TH | 135.07 |
| 510531.5600.000 | CONCRETE INC | 2ND AVE | 338.66 |
| 510531.5600.000 | CONCRETE INC | 2ND AVE | 197.22 |
| 510531.5600.000 | CONCRETE INC | 2ND AVE | 122.22 |
| 510531.5600.000 | CONCRETE INC | STATE & 10TH AVE | 316.68 |
| 510531.5600.000 | CONCRETE INC | TALLCORN | 199.36 |
| 510531.5600.000 | CONCRETE INC | TALLCORN | 122.22 |
| 206160.5480.010 | CONSUMERS ENERGY CO-OP | 11/1-11/31 | 270.85 |
| 206120.5480.010 | CONSUMERS ENERGY CO-OP | 11/1-11/31 | 99.98 |
| 510531.5600.000 | CRESCENT ELECTRIC SUPPLY CO | OP SUPPLIES | 38.34 |
| 520590.5600.000 | CRESCENT ELECTRIC SUPPLY CO | OP SUPPLIES | 57.52 |
| 510531.5460.000 | CULVER'S | TRAVEL/TRAINING | 8.93 |
| 520590.5460.000 | CULVER'S | TRAVEL/TRAINING | 13.40 |
| 101310.5732.300 | DIAMOND LAKE BOOK CO | JUVENILE BOOKS | 152.55 |
| 101310.5732.300 | DIAMOND LAKE BOOK CO | JUVENILE BOOKS | 404.85 |
| 206710.5600.000 | DIAMOND VOGEL PAINTS | TIPS | 83.85 |
| 206710.5610.940 | DIAMOND VOGEL PAINTS | WHITE STREET PAING | 2,845.80 |
| 206710.5610.940 | DIAMOND VOGEL PAINTS | YELLOW STREET PAINT | 2,802.60 |
| 520520.5460.000 | DMACC | BASIC WW COURSE | 450.00 |
| 101110.5340.800 | E & J AUTO | STOLEN VEHICLE TOW | 130.00 |
| 101545.5600.000 | ECS INC | VIDEO RECORDER | 765.00 |
| 219110.5718.000 | ED ROEHR SAFETY PRODUCTS | SIM SUIT II | 570.00 |
| 101410.5600.080 | ELECTRIC SUPPLY OF M'TOWN | OP SUPPLIES | 40.95 |
| 101881.5600.000 | ELECTRIC SUPPLY OF M'TOWN | OP SUPPLIES | 24.01 |
| 206160.5600.000 | ELECTRIC SUPPLY OF M'TOWN | OP SUPPLIES | 81.35 |
| 206710.5600.000 | ELECTRIC SUPPLY OF M'TOWN | OP SUPPLIES | 212.16 |

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| 520520.5600.000 | ELECTRIC SUPPLY OF M'TOWN | OP SUPPLIES | 189.10 |
| 520520.5600.000 | ELECTRIC SUPPLY OF M'TOWN | OP SUPPLIES | 47.57 |
| 520520.5600.000 | ELECTRIC SUPPLY OF M'TOWN | OVERHEAD LED | 702.10 |
| 206710.5340.010 | ELECTRONIC ENGINEERING CO INC | GPS RENTAL | 1,038.70 |
| 510531.5340.010 | ELECTRONIC ENGINEERING CO INC | GPS RENTAL | 63.92 |
| 520590.5340.010 | ELECTRONIC ENGINEERING CO INC | GPS RENTAL | 95.88 |
| 276210.5600.031 | ENVIRONMENTAL HAZARDS SERV | 2ND CLEARANCE | 72.50 |
| 276210.5600.032 | ENVIRONMENTAL HAZARDS SERV | LEAD SOIL | 96.00 |
| 276210.5600.032 | ENVIRONMENTAL HAZARDS SERV | LEAD SOIL | 12.00 |
| 276210.5600.032 | ENVIRONMENTAL HAZARDS SERV | LEAD SOIL | 12.00 |
| 276210.5600.032 | ENVIRONMENTAL HAZARDS SERV | LEAD SOIL | 12.00 |
| 276210.5600.031 | ENVIRONMENTAL HAZARDS SERV | LEAD WIPE | 1.25 |
| 276210.5600.031 | ENVIRONMENTAL HAZARDS SERV | LEAD WIPE | 60.00 |
| 276210.5600.031 | ENVIRONMENTAL HAZARDS SERV | LEAD WIPES | 60.00 |
| 101110.5600.000 | FAREWAY STORES INC | EVIDENCE SACKS | 49.00 |
| 101580.5600.011 | FASTENAL COMPANY | OP SUPPLIES | (662.51) |
| 101580.5600.011 | FASTENAL COMPANY | OP SUPPLIES | 662.51 |
| 206710.5600.000 | FASTENAL COMPANY | OP SUPPLIES | 47.98 |
| 206710.5600.000 | FASTENAL COMPANY | OP SUPPLIES | 33.99 |
| 206710.5600.000 | FASTENAL COMPANY | OP SUPPLIES | 59.06 |
| 206710.5600.000 | FASTENAL COMPANY | OP SUPPLIES | 13.04 |
| 206710.5600.000 | FASTENAL COMPANY | OP SUPPLIES | 221.00 |
| 206710.5600.000 | FASTENAL COMPANY | OP SUPPLIES | 62.74 |
| 520520.5600.000 | FASTENAL COMPANY | OP SUPPLIES | 276.01 |
| 520520.5600.000 | FASTENAL COMPANY | OP SUPPLIES | 60.25 |
| 101580.5562.000 | FASTENAL COMPANY | SUPPLIES | 7.71 |
| 520520.5600.000 | FLUID TECHNOLOGY CORP | COUPLINGS | 553.40 |
| 520520.5600.000 | FLUID TECHNOLOGY CORP | RETURN RENTAL | (1,030.50) |
| 520520.5600.000 | FLUID TECHNOLOGY CORP | SUPPLIES | 1,055.50 |
| 520520.5600.000 | FLUID TECHNOLOGY CORP | SUPPLIES | 336.74 |
| 520520.5600.000 | FLUID TECHNOLOGY CORP | SUPPLIES | 270.63 |
| 528590.5230.030 | FOX ENGINEERING ASSOCIATES INC | 2013 CIPP S | 39,785.00 |
| 491750.5230.030 | FOX ENGINEERING ASSOCIATES INC | ALLIANT PLANT | 51,191.65 |
| 520520.5230.030 | FOX ENGINEERING ASSOCIATES INC | CONSULTING | 1,225.50 |
| 528590.5230.030 | FOX ENGINEERING ASSOCIATES INC | TURNER ST INTERCEPTOR | 1,191.10 |
| 528590.5230.030 | FOX ENGINEERING ASSOCIATES INC | W. IA. RVR. INTERCEPTOR | 211,878.29 |
| 520520.5230.030 | FOX ENGINEERING ASSOCIATES INC | WPCP PERF EDGE | 1,998.00 |
| 101850.5600.000 | FTIgroup | 1099&W2 ENVELOPES | 230.70 |
| 101140.5132.000 | G & L CLOTHING | 2 EMT PANTS | 60.00 |
| 101850.5280.000 | G F O A | FISCAL YR E | 435.00 |
| 101140.5132.000 | GALL'S INC | BOOTS | 199.98 |
| 101310.5732.320 | GENE HUEY | LOST BOOK | 20.95 |
| 550780.5570.000 | GILLIG LLC | PARTS | 309.64 |
| 206710.5600.000 | GLOBAL INDUSTRIAL PRODUCTS | OP SUPPLIES | 113.02 |
| 101410.5340.010 | GRAFF LANDSCAPING | 9/6-10/15 MOWING | 510.00 |
| 206710.5340.500 | GRAFF LANDSCAPING | 9/6-10/15 MOWING | 450.00 |
| 510532.5340.010 | GRAFF LANDSCAPING | 9/6-10/15 MOWING | 270.00 |

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| 101860.5231.000 | GRIMES BUCK SCHOELL & BEACH | SERVICES 11/17-12/2 | 2,865.00 |
| 101860.5231.000 | GRIMES BUCK SCHOELL & BEACH | SERVICES 11/17-12/2 | 150.00 |
| 101860.5231.000 | GRIMES BUCK SCHOELL & BEACH | SERVICES 12/3-12/16 | 1,327.50 |
| 101860.5231.000 | GRIMES BUCK SCHOELL & BEACH | SERVICES 12/3-12/16 | 150.00 |
| 490110.5231.000 | GRIMES BUCK SCHOELL & BEACH | SERVICES 12/3-12/16 | 198.75 |
| 520520.5231.000 | GRIMES BUCK SCHOELL & BEACH | SERVICES 12/3-12/16 | 198.75 |
| 520520.5600.030 | HACH COMPANY | LAB SUPPLIES | 571.78 |
| 233410.5331.500 | HALL OF FAME CONCESSIONS | REPAIR COOL | 295.60 |
| 233410.5340.070 | HANKE REFRIGERATION | WINTERIZE ICE MACHINE | 80.00 |
| 520520.5600.000 | HD SUPPLY WATERWORKS, LTD | GASKETS | 389.66 |
| 101140.5410.000 | HOIST FITNESS SYSTEMS | CABLE ASSY | 64.75 |
| 101142.5460.000 | HOLIDAY INN | HOTEL - CONFEREMCE | 166.00 |
| 206710.5600.000 | HOME RENTAL CENTER | PROPANE | 76.64 |
| 101110.5570.010 | HY-VEE ACCOUNTS RECEIVABLE | FUEL | 41.80 |
| 101850.5216.000 | IA CRIMINAL RECORD CHECKS | background | 15.00 |
| 206710.5251.000 | IDALS-PESTICIDE BUREAU | PESTICIDE LICENSE | 15.00 |
| 101550.5460.000 | INTL CODE COUNCIL | TRAINING | 189.00 |
| 101140.5132.000 | ION EXCHANGE | SHIELD | 78.95 |
| 101561.5251.000 | IOWA ASSOC OF HOUSING OFFICIALS | HELM&BOROTA | 35.00 |
| 271210.5251.000 | IOWA DEPT OF PUBLIC HEALTH | HELM RENEWAL | 60.00 |
| 528590.5230.030 | IOWA DEPT OF PUBLIC SAFETY | W IA RIVER INTERCEPTOR | 103,993.73 |
| 206710.5610.910 | IOWA PRISON INDUSTRIES | STREET MARKER | 396.00 |
| 510531.5600.000 | IOWA RADIANT ELECTRIC HEAT INC. | HEATER | 420.00 |
| 520590.5600.000 | IOWA RADIANT ELECTRIC HEAT INC. | HEATER | 630.00 |
| 510532.5340.010 | IOWA RIVER WILDLIFE CONTROL | TRAPPING FOR CITY | 525.00 |
| 206710.5600.000 | IOWA WHOLESALE SUPPLY | OP SUPPLIES | 17.91 |
| 510531.5280.000 | ISWEP | EDUCATIONAL | 4,471.00 |
| 101310.5600.000 | JANWAY COMPANY USA INC | EAR BUDS | 181.57 |
| 510531.5340.010 | JAY E. HANSEN | DECEMBER CLEANING | 20.00 |
| 520520.5340.010 | JAY E. HANSEN | DECEMBER CLEANING | 567.00 |
| 520590.5340.010 | JAY E. HANSEN | DECEMBER CLEANING | 30.00 |
| 101410.5570.000 | JENSEN INC | KIT JET #81 | 13.66 |
| 101310.5280.000 | JOA M LAVILLE | A.L.A. MEMBERSHIP | 135.00 |
| 276210.5472.000 | JOYCE BROWN | MILEAGE | 28.08 |
| 101110.5570.000 | KEN WISE CHRYSLER, DODGE, JEEP | PARTS #527 | 156.32 |
| 520520.5600.030 | KEYSTONE LAB INC | MERCURY ANALYSIS | 28.00 |
| 101310.5600.000 | KMART CORPORATION | SUPPLIES | 40.74 |
| 101110.5370.000 | KOCH BROTHERS | COPIER CHG | 85.30 |
| 101142.5460.000 | KUM & GO | GAS - TRAVEL | 39.20 |
| 290113.5450.000 | LANGUAGE LINE SERV INC | PHONE TRANSLATION | 234.30 |
| 101410.5410.000 | LARRY'S TOWING & TIRE SERVICE | Tire repair | 15.00 |
| 238110.5260.000 | LARRY'S TOWING & TIRE SERVICE | TOW #517 | 125.00 |
| 238110.5260.000 | LARRY'S TOWING & TIRE SERVICE | TOW #521 | 100.00 |
| 101310.5732.250 | LEGISLATIVE SERVICES AGENCY | REFERENCE MANUAL | 100.00 |
| 101310.5340.010 | LEROY DUANE LENZ | CONTRACT MOWING | 320.00 |
| 276210.5320.000 | LEROY DUANE LENZ | CONTRACT MOWING | 60.00 |
| 276210.5320.000 | LEROY DUANE LENZ | CONTRACT MOWING | 80.00 |

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| 206710.5340.240 | LEROY MORFORD | CURBS N 22N ST | 2,305.00 |
| 101850.5460.000 | LORI STANSBERRY | WORKSHOP MILEAGE | 35.40 |
| 206710.5570.000 | M GERVICH & SONS INC | PARTS | 31.20 |
| 206710.5600.000 | M GERVICH & SONS INC | SUPPLIES | 36.00 |
| 206710.5600.000 | M GERVICH & SONS INC | SUPPLIES | 60.00 |
| 101840.5360.000 | MAIL SERVICES | CITY ADMIN&PROJ | 92.35 |
| 101840.5360.000 | MAIL SERVICES | CITY ADMIN&PROJ | 211.73 |
| 278690.5360.000 | MAIL SERVICES | RENT ASSIST | 107.60 |
| 278690.5360.000 | MAIL SERVICES | RENT ASSIST | 40.02 |
| 101561.5360.000 | MAIL SERVICES | RENTAL ASSI | 1.51 |
| 101561.5360.000 | MAIL SERVICES | RENTAL INSP | 5.55 |
| 101480.5600.000 | MARBECK | OP SUPPLIES | 21.66 |
| 101480.5600.000 | MARBECK | OP SUPPLIES | 38.14 |
| 101110.5570.010 | MARSHALL COUNTY ENGINEER | GAS&DEISEL | 5,582.37 |
| 101140.5570.000 | MARSHALL COUNTY ENGINEER | GAS&DEISEL | 743.92 |
| 101410.5570.010 | MARSHALL COUNTY ENGINEER | GAS&DEISEL | 716.98 |
| 101410.5570.060 | MARSHALL COUNTY ENGINEER | GAS&DEISEL | 406.49 |
| 101560.5570.000 | MARSHALL COUNTY ENGINEER | GAS&DEISEL | 173.32 |
| 206120.5570.000 | MARSHALL COUNTY ENGINEER | GAS&DEISEL | 278.80 |
| 206710.5570.000 | MARSHALL COUNTY ENGINEER | GAS&DEISEL | 3,528.13 |
| 206760.5570.000 | MARSHALL COUNTY ENGINEER | GAS&DEISEL | 32.97 |
| 510531.5570.010 | MARSHALL COUNTY ENGINEER | GAS&DEISEL | 202.64 |
| 510531.5570.060 | MARSHALL COUNTY ENGINEER | GAS&DEISEL | 201.96 |
| 520520.5570.000 | MARSHALL COUNTY ENGINEER | GAS&DEISEL | 283.93 |
| 520590.5570.010 | MARSHALL COUNTY ENGINEER | GAS&DEISEL | 303.95 |
| 520590.5570.060 | MARSHALL COUNTY ENGINEER | GAS&DEISEL | 302.94 |
| 550780.5570.010 | MARSHALL COUNTY ENGINEER | GAS&DEISEL | 67.31 |
| 550780.5570.060 | MARSHALL COUNTY ENGINEER | GAS&DEISEL | 5,503.50 |
| 101880.5410.000 | MARSHALL COUNTY LANDFILL | APPLIANCES | 20.00 |
| 276210.5250.000 | MARSHALL COUNTY RECORDER | RECORDINGS | 12.00 |
| 276210.5250.000 | MARSHALL COUNTY RECORDER | RECORDINGS | 17.00 |
| 101410.5600.080 | MARSHALL GLASS INC | Insulated glass | 114.33 |
| 101770.5410.000 | MARSHALLTOWN AVIATION INC | GROUND MAINT | 1,151.51 |
| 101770.5600.000 | MARSHALLTOWN AVIATION INC | INTERNET REIMBURSEMENT | 30.05 |
| 550780.5600.000 | MCAFEE INC | OP SUPPLIES | 44.99 |
| 520520.5410.000 | MCAFEE INC | TIRE REPAIR | 22.50 |
| 206710.5600.000 | MCATEE TIRE SALES & SERVICE INC | TIRE REPAIR | 47.75 |
| 206710.5570.000 | MCATEE TIRE SALES & SERVICE INC | TRAILER | 254.40 |
| 101850.5151.000 | MCFARLAND CLINIC PC | PRE EMPLOYMENT CHECKUP | 95.04 |
| 290113.5151.000 | MCFARLAND CLINIC PC | PRE EMPLOYMENT CHECKUP | 95.04 |
| 681110.5338.000 | MEDTRAK SERVICES LLP | 411 MED PRESCRIPTIONS | 721.42 |
| 235140.5600.010 | MENARDS | 9V BATTERY | 83.64 |
| 520520.5600.000 | MENARDS | FLOAT SWITCH | 39.96 |
| 101410.5600.080 | MENARDS | Insulator | 8.97 |
| 520520.5600.030 | MENARDS | LAB SUPPLIES | 31.87 |
| 101142.5600.000 | MENARDS | LASER DIST | 54.99 |
| 101410.5600.080 | MENARDS | Op supplies | 12.79 |

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|---|---|---|---|
| 101880.5600.000 | MENARDS | OP SUPPLIES | 117.40 |
| 101880.5600.000 | MENARDS | OP SUPPLIES | 109.72 |
| 101880.5600.000 | MENARDS | OP SUPPLIES | (117.40) |
| 101881.5600.000 | MENARDS | OP SUPPLIES | 6.99 |
| 152451.5600.080 | MENARDS | OP SUPPLIES | 24.78 |
| 206120.5600.000 | MENARDS | OP SUPPLIES | 15.39 |
| 206120.5600.000 | MENARDS | OP SUPPLIES | 26.92 |
| 206710.5600.000 | MENARDS | OP SUPPLIES | 27.98 |
| 206710.5600.000 | MENARDS | OP SUPPLIES | 44.93 |
| 206710.5600.000 | MENARDS | OP SUPPLIES | 24.90 |
| 206710.5600.000 | MENARDS | OP SUPPLIES | 10.42 |
| 510531.5600.000 | MENARDS | OP SUPPLIES | 4.02 |
| 510531.5600.000 | MENARDS | OP SUPPLIES | 5.26 |
| 520520.5600.000 | MENARDS | OP SUPPLIES | 42.98 |
| 520520.5600.000 | MENARDS | OP SUPPLIES | 38.34 |
| 520590.5600.000 | MENARDS | OP SUPPLIES | 6.03 |
| 520590.5600.000 | MENARDS | OP SUPPLIES | 7.88 |
| 101410.5600.080 | MENARDS | OP SUPPLIES | 21.35 |
| 101140.5600.000 | MENARDS | OP SUPPLIES | 36.44 |
| 101140.5600.000 | MENARDS | OP SUPPLIES | 11.71 |
| 206710.5600.000 | MENARDS | OP SUPPLIES | 35.61 |
| 520520.5600.000 | MENARDS | TARPS | 106.16 |
| 101110.5600.000 | MENARDS | TRASH BAGS | 54.70 |
| 520520.5600.000 | MENARDS | UNIVSL DOOR | 69.92 |
| 101110.5460.000 | MICHAEL TUPPER | COFFEE | 14.13 |
| 278690.5460.000 | MICHELLE R SPOHNHEIMER | CONFERENCE | 210.26 |
| 283210.5460.030 | MICHELLE R SPOHNHEIMER | CONFERENCE | 5.70 |
| 283210.5460.030 | MICHELLE R SPOHNHEIMER | CONFERENCE | (11.36) |
| 283210.5472.000 | MICHELLE R SPOHNHEIMER | CONFERENCE | 40.18 |
| 101310.5732.300 | MICROMARKETING LLC | AUDIO BOOK | 50.00 |
| 101310.5732.300 | MICROMARKETING LLC | AUDIO BOOKS | 433.97 |
| 101310.5732.300 | MICROMARKETING LLC | AUDIO BOOKS | 130.92 |
| 101310.5732.300 | MICROMARKETING LLC | AUDIO BOOKS | 229.95 |
| 101310.5732.300 | MICROMARKETING LLC | AUDIO BOOKS | 79.97 |
| 101310.5732.300 | MICROMARKETING LLC | JUVENILE AUDIO BOOK | 56.93 |
| 101310.5732.300 | MICROMARKETING LLC | JUVENILE AUDIO BOOK | 48.00 |
| 550780.5600.000 | MICROSOFT | OP SUPPLIES | 139.99 |
| 550780.5600.000 | MICROSOFT | OP SUPPLIES | 219.99 |
| 520520.5600.030 | MIDLAND SCIENTIFIC INC | FLASK FILTER | 177.03 |
| 520520.5600.030 | MIDLAND SCIENTIFIC INC | MISC LAB SUPPLIES | 255.00 |
| 520520.5600.030 | MIDLAND SCIENTIFIC INC | MISC LAB SUPPLIES | 38.44 |
| 520520.5600.030 | MIDLAND SCIENTIFIC INC | MISC LAB SUPPLIES | 86.42 |
| 520520.5600.030 | MIDLAND SCIENTIFIC INC | MISC LAB SUPPLIES | 19.22 |
| 520520.5600.030 | MIDLAND SCIENTIFIC INC | MISC LAB SUPPLIES | 534.11 |
| 520520.5600.030 | MIDLAND SCIENTIFIC INC | POTASSIUM | 69.75 |
| 101410.5570.000 | MILLS FLEET FARM #27 | VEHICLE MAINT | 49.95 |
| 101410.5570.000 | MILLS FLEET FARM #27 | VEHICLE MAINT | 49.95 |

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| 206710.5570.000 | MILLS FLEET FARM #27 | VEHICLE MAINT | 49.95 |
| 206710.5570.000 | MILLS FLEET FARM #27 | VEHICLE MAINT | 49.95 |
| 550780.5360.000 | MINUTEMAN INC | A2C MONTHLY | 16.95 |
| 101850.5370.000 | MINUTEMAN INC | CAFR PRINTS | 443.55 |
| 101850.5600.000 | MINUTEMAN INC | CAFR PRINTS | 7.99 |
| 206710.5600.000 | MINUTEMAN INC | CALENDARS | 9.00 |
| 550780.5360.000 | MINUTEMAN INC | FED EX-SIGN | 9.25 |
| 520520.5600.000 | MOTION INDUSTRIES INC | SUPPLIES | 69.00 |
| 101410.5570.000 | NAPA | #721 AIR FI | 8.34 |
| 206710.5570.000 | NAPA | AC FILTER | 55.46 |
| 520520.5600.000 | NAPA | BEARINGS | 31.24 |
| 206710.5570.000 | NAPA | COUPLINGS | 116.97 |
| 206710.5570.000 | NAPA | COUPLINGS | 98.31 |
| 101410.5570.000 | NAPA | Fog lamp, c | 12.29 |
| 520520.5570.000 | NAPA | FORD TRUCK | 53.10 |
| 520520.5600.000 | NAPA | GREASE GUN | 28.92 |
| 101110.5570.000 | NAPA | JUMPER PACK | 124.14 |
| 101140.5570.000 | NAPA | LAMP | 58.54 |
| 520520.5570.000 | NAPA | OIL | 47.88 |
| 206160.5600.000 | NAPA | OP SUPPLIES | 20.68 |
| 206710.5600.000 | NAPA | OP SUPPLIES | 42.28 |
| 520520.5600.000 | NAPA | OP SUPPLIES | 53.03 |
| 520520.5600.000 | NAPA | OP SUPPLIES | 23.88 |
| 520520.5570.000 | NAPA | RANGER OIL | 37.16 |
| 520520.5600.000 | NAPA | RPM LASER PART | 76.85 |
| 520520.5600.000 | NAPA | SILICONE SPRAY | 7.82 |
| 206710.5570.000 | NAPA | SPOT MIRROR | 56.56 |
| 550780.5570.000 | NAPA | SUPPLIES | 57.42 |
| 520520.5600.000 | NAPA | TESTER, | 16.09 |
| 101140.5132.000 | MUNICIPAL EMERGENCY SERVICE | 4 NOMEX | 68.00 |
| 206710.5570.000 | MURPHY TRACTOR & EQUIPMENT CO | HYDRAULIC CYLINDER | 2,682.34 |
| 278690.5280.000 | NAHRO | RENEW 4/1/15 | 630.00 |
| 101310.5732.270 | NATION MAGAZINE | PERIODICALS | 32.00 |
| 550780.5132.000 | NEW FLYER INDUSTRIES CANANA ULC | HYDRAULIC P | 388.49 |
| 550780.5570.000 | NEW FLYER INDUSTRIES CANANA ULC | SOLENOID VALVE | 974.70 |
| 101110.5600.000 | NEWEGG INC | 2 LCD MONITOR | 335.16 |
| 101891.5600.000 | NEWEGG INC | COMPUTER CASE | 36.64 |
| 101140.5600.000 | NEWEGG INC | LASER JET PRINTER | 203.98 |
| 520520.5600.100 | NEWEGG INC | OP SUPPLIES | 439.99 |
| 550780.5570.000 | NORTH AMERICAN BUS INDUSTRIES, INC | LOW AIR PRESSURE | 103.32 |
| 101310.5340.070 | OCLC, INC | CATALOGING&ILL SUBSC | 805.30 |
| 101110.5570.000 | O'REILLY AUTOMOTIVE INC | CLEANING SUPPLIES | 60.33 |
| 101310.5732.300 | OVERDRIVE, INC. | eBOOKS | 41.85 |
| 101310.5732.300 | OXFORD UNIVERSITY PRESS INC | BOOK | 7.97 |
| 290113.5450.000 | PARTNER COMMUNICATIONS CO-OP | 12/1-12/30  E911 | 338.58 |
| 290113.5450.000 | PARTNER COMMUNICATIONS CO-OP | 12/1-12/30  E911 | 751.21 |
| 684990.5339.000 | PATRICK L JOHNSON | FLU SHOTS | 32.00 |

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|---|---|---|---|
| 101890.5600.000 | PAYPAL | OP SUPPLIES | 1,795.00 |
| 101310.5732.270 | PAYPAL | PERIODICALS | 40.00 |
| 276210.5410.000 | PETTENGILL CONSTRUCTION | 402 N 4TH AVE | 26,470.00 |
| 276210.5410.000 | PETTENGILL CONSTRUCTION | 8 S 8TH STR | 3,130.00 |
| 520520.5600.000 | PETTY CASH - WPCP DEPARTMENT | PETTY CASH | 26.00 |
| 101110.5230.000 | PHILIP L ASCHEMAN, PH.D. | FIT FOR DUTY TEST | 125.00 |
| 101310.5732.250 | PHYSICIANS DESK REFERENCE | 2015 PDR | 59.95 |
| 101310.5380.000 | PITNEY BOWES INC | TERM RENTAL | 174.24 |
| 206710.5600.000 | PLAZA T THEATERS | WRONG CARD | 22.50 |
| 152451.5600.000 | PLUMB SUPPLY | OP SUPPLIES | 25.90 |
| 520520.5600.000 | PLUMB SUPPLY | PRESSURE RE | 91.50 |
| 520520.5600.000 | PLUMB SUPPLY | PVC BALL VALVE | 146.54 |
| 101420.5210.000 | PO BOX 660 | ADVERTISING | 180.00 |
| 101420.5210.000 | PO BOX 660 | ADVERTISING | 120.00 |
| 206710.5340.010 | PREMIER OFFICE EQUIPMENT | 10/21-11/20 | 121.80 |
| 101420.5340.070 | PREMIER OFFICE EQUIPMENT | 12/5/14-12/5/15 | 2,235.06 |
| 101310.5600.000 | PREMIER OFFICE EQUIPMENT | COPIES | 76.10 |
| 101310.5600.000 | PREMIER OFFICE EQUIPMENT | COPIES | 32.82 |
| 510531.5340.070 | PREMIER OFFICE EQUIPMENT | NOV/DEC MAINT | 8.00 |
| 520520.5340.070 | PREMIER OFFICE EQUIPMENT | NOV/DEC MAINT | 115.70 |
| 520590.5340.070 | PREMIER OFFICE EQUIPMENT | NOV/DEC MAINT | 12.00 |
| 206710.5340.240 | QUALITY CONCRETE SERVICES | 108 N 13TH ST | 700.00 |
| 101140.5570.000 | RACOM CORPORATION | REWIRE SOLD | 390.00 |
| 206710.5600.000 | RADIO SHACK | OP SUPPLIES | 3.99 |
| 206710.5600.000 | RADIO SHACK | OP SUPPLIES | 3.99 |
| 101110.5600.000 | RAKUTEN | 2 LAPTOP CH | 55.31 |
| 101310.5732.300 | RECORDED BOOKS LLC | ADULT AUDIO | 44.99 |
| 101310.5732.300 | RECORDED BOOKS LLC | ADULT AUDIO | 35.99 |
| 101310.5732.270 | RECORDED BOOKS LLC | ZINIO SUBSC | 2,188.40 |
| 550780.5331.500 | REGION SIX PLANNING COMMISSION | NOVEMBER PARATRANSIT | 2,620.00 |
| 101140.5570.000 | RELIANT FIRE APPARATUS | BLOWER ASSY | 247.41 |
| 206740.5340.240 | REX DAY | 2014 SIDEWALK | 21,262.16 |
| 206750.5340.240 | REX DAY | CONCRETE REPAIR | 8,150.04 |
| 101310.5460.000 | SARAH ROSENBLUM | FLIGHT TO CHICAGO | 186.20 |
| 152451.5340.010 | SCHENDEL PEST CONTROL COMPANY | COLISEUM | 22.50 |
| 101310.5732.300 | SENTIMENTAL PRODUCTIONS | DVDs | 125.00 |
| 101310.5340.010 | SERVICEMASTER OF M'TOWN INC | CLEANING SERVICE | 1,369.33 |
| 206710.5340.010 | SERVICEMASTER OF M'TOWN INC | CLEANING SERVICE | 312.00 |
| 206710.5610.940 | SHERWIN WILLIAMS COMPANY | SUPPLIES | 14.60 |
| 528590.5340.010 | SM HENTGES & SONS INC | IA RVR INTERCEPTOR | 400,882.87 |
| 206710.5600.000 | SPAHN & ROSE LUMBER CO | WOOD | 33.98 |
| 101421.5331.500 | SPECIAL OLYMPICS IOWA | WINTER GAME | 825.00 |
| 101420.5600.000 | SPORTS PAGE OF MARSHALLTOWN | Pickleball | 8.99 |
| 101110.5600.000 | STAPLES | 2 INK CARTRIDGES | 81.46 |
| 101110.5600.000 | STAPLES | 8 SD CARDS | 47.92 |
| 101110.5600.000 | STAPLES | FUSER KIT | 206.12 |
| 101110.5600.000 | STAPLES | KLEENEX | 55.01 |

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| 101110.5600.000 | STAPLES | OP SUPPLIES | 67.81 |
| 101410.5600.010 | STAPLES | OP SUPPLIES | 48.97 |
| 101420.5600.000 | STAPLES | OP SUPPLIES | 200.00 |
| 101421.5600.010 | STAPLES | OP SUPPLIES | 46.24 |
| 101440.5600.000 | STAPLES | OP SUPPLIES | 8.79 |
| 101110.5600.000 | STAPLES | SD CARD READER | 7.79 |
| 101850.5280.000 | STATE OF IOWA AUDITOR | ANNUAL FINANCIAL REPORT | 850.00 |
| 206710.5340.010 | STERLING FIRE & SAFETY INC | ANNUAL INSP | 217.50 |
| 550780.5410.000 | STERLING FIRE & SAFETY INC | ANNUAL INSP | 75.00 |
| 520520.5600.000 | STETSON BLDG PRODUCTS INC | SONOGUARD T | 213.00 |
| 219110.5718.000 | STREICHER'S | TACTICAL HEADSET | 750.00 |
| 276210.5250.000 | TAMA COUNTY RECORDER | 2539 HWY E | 7.00 |
| 101310.5600.000 | TARGET | CASE | 42.79 |
| 528590.5230.030 | TEAM SERVICES INC | WEST IA RIVER INTERCEPTOR | 2,379.24 |
| 101310.5600.100 | TECHSOUP | MICROSOFT O | 24.00 |
| 101140.5132.000 | THE GRAPHIC EDGE | 12 STOCKING | 94.28 |
| 520520.5600.000 | THEISEN'S | CHORE GLOVES | 30.98 |
| 101410.5132.000 | THEISEN'S | CLOTHING | 116.99 |
| 101410.5600.080 | THEISEN'S | CLOTHING | 12.99 |
| 206710.5132.000 | THEISEN'S | CLOTHING | 196.47 |
| 550780.5132.000 | THEISEN'S | CLOTHING | 49.47 |
| 101140.5600.000 | THEISEN'S | FIRST AID KIT | 62.91 |
| 101410.5600.080 | THEISEN'S | Floor jack | 74.99 |
| 233410.5600.080 | THEISEN'S | ladder & fl | 98.98 |
| 206710.5718.000 | THEISEN'S | minor equip | 179.99 |
| 101580.5562.000 | THEISEN'S | Oil | 140.49 |
| 101140.5600.000 | THEISEN'S | OP SUPPLIES | 29.81 |
| 206120.5600.000 | THEISEN'S | OP SUPPLIES | 52.72 |
| 206160.5600.000 | THEISEN'S | OP SUPPLIES | 12.61 |
| 206710.5132.000 | THEISEN'S | OP SUPPLIES | 98.99 |
| 206710.5600.000 | THEISEN'S | OP SUPPLIES | 17.99 |
| 206710.5600.000 | THEISEN'S | OP SUPPLIES | 56.97 |
| 206710.5600.000 | THEISEN'S | OP SUPPLIES | 39.98 |
| 206710.5600.000 | THEISEN'S | OP SUPPLIES | 18.99 |
| 206710.5600.000 | THEISEN'S | OP SUPPLIES | 83.96 |
| 510531.5600.000 | THEISEN'S | OP SUPPLIES | 5.19 |
| 510531.5600.000 | THEISEN'S | OP SUPPLIES | 12.00 |
| 510531.5600.000 | THEISEN'S | OP SUPPLIES | 6.60 |
| 510531.5600.000 | THEISEN'S | OP SUPPLIES | 1.18 |
| 520590.5600.000 | THEISEN'S | OP SUPPLIES | 7.78 |
| 520590.5600.000 | THEISEN'S | OP SUPPLIES | 17.99 |
| 520590.5600.000 | THEISEN'S | OP SUPPLIES | 9.89 |
| 520590.5600.000 | THEISEN'S | OP SUPPLIES | 1.78 |
| 520520.5600.000 | THEISEN'S | PLUNGER | 11.98 |
| 520520.5132.000 | THEISEN'S | SWEATSHIRT | 22.94 |
| 101140.5600.000 | THEISEN'S | TRASH BAGS | 29.99 |
| 206710.5600.000 | THEISEN'S | VEHICLE MAINT | 49.98 |

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| 206710.5570.000 | THEISEN'S | VEHICLE MAINT | 28.93 |
| 520520.5600.000 | THOMPSON'S TRUE VALUE | HEATER | 25.99 |
| 101140.5600.000 | THOMPSON'S TRUE VALUE | SUPPLIES | 147.27 |
| 520520.5600.000 | THOMPSON'S TRUE VALUE | TAPE, TOILET TISSUE | 24.73 |
| 101110.5280.000 | THOMSON REUTERS-WEST | COMPTER PART | 14.90 |
| 278690.5600.000 | THOSE INK GUYS | 2 TONER CARTRIDGES | 169.98 |
| 101831.5210.000 | TIMES-REPUBLICAN | PUBLICATION | 210.00 |
| 101840.5210.000 | TIMES-REPUBLICAN | PUBLICATION | 623.99 |
| 276210.5210.000 | TIMES-REPUBLICAN | PUBLICATION | 112.74 |
| 276210.5210.000 | TIMES-REPUBLICAN | PUBLICATION | 307.83 |
| 278690.5210.000 | TIMES-REPUBLICAN | PUBLICATION | 191.67 |
| 101110.5230.000 | TLO | OCTOBER INT | 27.75 |
| 101141.5460.000 | TREASURERS OFFICE | CERT FEE- | 50.00 |
| 520520.5600.000 | TRI STATE LOCK SERVICE | DUPLICATE | 24.00 |
| 101840.5410.000 | TRI STATE LOCK SERVICE | S.C. VAULT | 90.00 |
| 520520.5450.000 | U S CELLULAR | PHONE WPCP | 230.43 |
| 278690.5360.000 | U S POST OFFICE | POSTAGE | 100.00 |
| 520520.5360.000 | U S POST OFFICE | SHIP SAMPLE | 7.55 |
| 520520.5360.000 | U S POST OFFICE | STAMPS, SHIPPING | 113.95 |
| 101110.5600.070 | ULTRAMAX AMMUNITION | AMMUNITION | 523.49 |
| 101110.5600.070 | ULTRAMAX AMMUNITION | BULLETS | 516.00 |
| 101110.5600.070 | ULTRAMAX AMMUNITION | BULLETS | 2,838.00 |
| 491750.5230.030 | UNION PACIFIC RAILROAD COMPANY | INSTALL CROSSING | 9,255.41 |
| 101310.5340.010 | UNIQUE MANAGEMENT SERVICES, INC | OVERDUE COLLECTIONS | 134.25 |
| 283210.5460.010 | UNITED AIRLINES | AIRFARE | 387.20 |
| 283210.5460.010 | UNITED AIRLINES | AIRFARE | 387.20 |
| 101850.5151.000 | UNITYPOINT CLINIC-OCCUPATIONAL MEDICINE | DRUG&ALCOHOL TESTS | 37.00 |
| 290113.5151.000 | UNITYPOINT CLINIC-OCCUPATIONAL MEDICINE | DRUG&ALCOHOL TESTS | 37.00 |
| 510531.5151.000 | UNITYPOINT CLINIC-OCCUPATIONAL MEDICINE | DRUG&ALCOHOL TESTS | 14.80 |
| 520590.5151.000 | UNITYPOINT CLINIC-OCCUPATIONAL MEDICINE | DRUG&ALCOHOL TESTS | 22.20 |
| 520520.5360.000 | UPS STORE #5089 | SHIP RADIO | 30.26 |
| 101110.5360.000 | UPS STORE #5089 | SHIPPING | 17.55 |
| 101140.5360.000 | UPS STORE #5089 | SHIPPING | 9.32 |
| 150310.5380.000 | US BANK EQUIPMENT FINANCE | COPIER LEASE | 344.00 |
| 520520.5600.000 | USA BLUE BOOK | BALL VALVE | 150.45 |
| 520520.5600.000 | USA BLUE BOOK | BALL VALVE | 150.45 |
| 520520.5570.000 | USS POLARIS | POLARIS STARTER | 185.00 |
| 101545.5600.000 | VIDEO SERVICE OF AMERICA | DVD READER/PAPER | 183.43 |
| 101110.5600.000 | VISTA PRINT. COM | BUSINESS CARDS | 14.98 |
| 152451.5600.000 | WAL MART STORES INC | GARBAGE BAG | 12.52 |
| 520520.5600.000 | WAL MART STORES INC | LAUNDRY SUPPLIES | 71.88 |
| 206760.5600.000 | WAL MART STORES INC | OP SUPPLIES | 4.00 |
| 101820.5600.000 | WAL MART STORES INC | photo frame | 7.84 |
| 101440.5600.000 | WAL MART STORES INC | Storage tub | 11.97 |
| 510531.5450.000 | WALGREEN'S | COMMUNICATIONS | 40.20 |
| 520590.5450.000 | WALGREEN'S | COMMUNICATIONS | 60.30 |
| 684990.5339.000 | WELLMARK INC | 12/1-12/5 MED CLAIMS | 64,935.76 |

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| 684990.5339.000 | WELLMARK INC | 12/6-12/12 MED CLAIMS | 77,671.00 |
| 290113.5151.000 | WOLFE CLINIC P C | HEARING EXAM | 35.00 |
| 101310.5410.000 | WOODMAN CONTROLS | SERVICE CALL | 244.38 |
| 101881.5600.080 | WW GRAINGER | FILTERS | 413.76 |
| 510531.5600.000 | WW GRAINGER | SAFETY GLASS | 20.22 |
| 510531.5600.000 | WW GRAINGER | SAFETY GLASS | 9.69 |
| 520590.5600.000 | WW GRAINGER | SAFETY GLASS | 30.34 |
| 520590.5600.000 | WW GRAINGER | SAFETY GLASS | 14.53 |
| 101881.5600.080 | WW GRAINGER | SAFETY LABELS | 11.94 |
| 520520.5600.000 | WW GRAINGER | SAFETY SIGN | 245.56 |
| 520520.5600.000 | WW GRAINGER | SAFETY FIRST | 256.43 |
| 520520.5600.000 | WW GRAINGER | SEAL KIT | 173.00 |
| 550780.5210.000 | YP CONNECTS | PHONE BOOK | 549.99 |
| 101850.5600.000 | ZEOMI, INC | keyboard | 66.90 |
| 206710.5570.000 | ZIEGLER INC | PARTS | 835.12 |
| 101410.5410.000 | ZIMMERMAN TRAILERS | TRAILER | 150.00 |
| 150410.5749.000 | ZIMMERMAN TRAILERS | TRAILER | 5,619.88 |
| 150410.5749.000 | ZIMMERMAN TRAILERS | Trailer Dow | 200.00 |
| | | | 1,207,779.37 |

COUNCIL PROCEEDINGS
DECEMBER 29, 2014

The Marshalltown City Council met in regular session on December 29, 2014, at 12:00 PM, in the Council Chambers at City Hall. Mayor Lowrance called the meeting to order and led the Pledge of Allegiance. Present: Gowdy, Hoop, Lamer, Schubert, Wirin. Absent: Greer and Martin. Schubert approved the agenda, second by Wirin. Motion approved 5-0.

**CONSENT AGENDA:**
Wirin moved to approve the Consent Agenda: Approve Council meeting Minutes of December 8, 2014; December 16, 2014, and December 22, 2014; Approve Bill List in the amount of $1,745,185.60; Receipt of Building Report, November 2014; Resolution 2014-159 Authorizing Submission of a Community Foundation of Marshall County Grant Application for Earth Day Bottled Water Initiative, not to exceed $4,000; Resolution 2014-160 Authorizing Submission of a STEP Grant Application for Earth Day Bottled Water Initiative, not to exceed $1,000; Resolution 2014-161 Approving 28E Memorandum of Agreement with Marshalltown Community School District Relating to Public Use and Maintenance of a Private Street Locally Known as Bobcat Boulevard, an extension of South Third Avenue; Tentative Resolution 2014-162 Providing for the Vacation, Conveyance, and transfer of Title to the Property Herein Described from the City of Marshalltown, Iowa, to the Marshalltown Community School District, relating to the East-West and North-South alley near Rogers School in Block 9, Jerome's Addition, setting Public hearing for January 12, 2015, at 5:30 PM; Resolution 2014-163 Approving Contract Change Order #1 for the 2014 Mill and Overlay Project 76014004, increase of $29,149.10; Resolution 2014-164 Approving Certificate of Completion and final project costs with OMG Midwest, Inc., dba Cessford Construction, in the amount of $568,520.63 for Construction of the 2014 Mill and Overlay Project 76014004; Resolution 2014-165 Approving Contract Change Order #1 for the Concrete Repair 2014 Project 76014005, increase of $22,193.21; Resolution 2014-166 Approving Certificate of Completion and final project costs with Day Construction Services, LLC, in the amount of $280,863.31 for Construction of the Concrete Repair 2014 Project 76014005; Resolution 2014-167 Approving Contract Change Order #1 for the 2014 Concrete Repair TIF District 3 Project 76014006, decrease of $20,262.50; Resolution 2014-168 Approving Certificate of Completion and final project costs with Con-Struct, Inc., in the amount of $273,317.50 for Construction of the 2014 Concrete Repair TIF District 3 Project 76014006; Resolution 2014-169 Approving Contract Change Order #1 for the 2012 Mill and Overlay Project 76012003, decrease of $24,309.81; Resolution 2014-170 Approving Certificate of Completion and final project costs with OMG Midwest, Inc., dba Cessford Construction, in the amount of $2,002,551.99 for Construction of the 2012 Mill and Overlay Project 76012003; Approve Liquor Licenses: (pending completion of fire inspection) RENEWAL: Kwik Star #607, Jiffy Convenience Stores, Mama DiGrados' Pasta & Pizza, BPOE Lodge #312 (Elks); Toms Cue and Brew; second by Lamer. Consent agenda adopted 5-0.

**REPORTS:**
Parks and Recreation Director Gray presented the annual Aquatic Center operations report and recommended keeping the same fee structure. Last year's attendance was below the average trend.

**MOTIONS:**
Lamer moved to approve the Comprehensive Annual Financial Report, second by Hoop. Motion carried 5-0.

Wirin moved to approve the 2015 Street Maintenance Design Schedule, second by Schubert. Motion carried 5-0.

**RESOLUTIONS:**
Wirin moved to adopt Resolution 2014-171 Approving a Contract for Law Enforcement Activities between Merged Area VI Community College District / Iowa Valley Community College District and the City of Marshalltown, Iowa, Created Pursuant to Chapter 28E.12 of the Iowa Code, second by Gowdy. Resolution adopted 5-0.

Wirin moved to adopt Resolution 2014-172 Setting Date for Public hearing (January 26, 2015) on 2015 Amendment to Urban Renewal Plan for Marshalltown Urban Renewal Area No. 2, second by Hoop. Resolution adopted 5-0.

Lamer moved to adopt Resolution 2014 -173 Setting Date for Public hearing (January 26, 2015) on Development Agreement with Menard, Incorporated, including economic development payments in an amount not to exceed $1,325,000, second by Schubert. Resolution adopted 5-0.

**ORDINANCES:**
Schubert moved to adopt the first reading Ordinance 14936 Adopting the National Fire Protection Association 70-2014 National Electric Code as the City of Marshalltown Electrical Code Effective February 1, 2015, first reading, set public hearing on January 26, 2015, second buy Hoop. First Reading adopted 5-0.

**FUTURE AGENDA ITEMS DISCUSSION:**
The council discussed the following items to be addressed at a future meeting: New Tobacco and Carryout Liquor License, 204 E Main Street, Aung Parame Grocery Store; Traffic Control Signage at Nevada Street and 18th Avenue, relating to Alliant Project. Kenn Vinson; 28E Agreement, Iowa Drug Task Force, relating to vehicle maintenance service by the city; November Financial Report; Budget Amendment. Motion at next meeting to set public hearing for January 26, 2015; Reminder Tax Abatement Applications are due February 1, 2015, for qualified residential and commercial property improvement. Eligibility for commercial improvements are limited to two certain areas of the city.

**ADJOURNMENT**

The meeting adjourned at 1:35 PM.

Respectfully submitted,

________________________________
Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

______________________________
James L. Lowrance, Mayor

ATTEST:

________________________________
Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN
MONTHLY BALANCE SHEET
FOR THE MAYOR AND CITY COUNCIL
As of November 30, 2014



| DESCRIPTION | ASSETS: CASH AND INVESTMNTS | ASSETS: ACCOUNTS RECEIVABLE | ASSETS: FIXED ASSETS | LIABILITES & NET ASSETS | NET (INCOME) / EXPENSE |
|---|---|---|---|---|---|
| FUND NUMBER & NAME | | | | | |
| 101 - GENERAL | 1,069,467.05 | 274,303.60 | .00 | <1,647,241.57> | 303,470.92 |
| 150 - CAPITAL RESERVE FUND | 41,029.94 | .00 | .00 | <80,193.24> | 39,163.30 |
| 151 - CASH FLOW RESERVE FUND | 1,830,062.44 | .00 | .00 | <1,828,652.76> | <1,409.68> |
| 152 - COLISEUM ACTIVITY | 26,006.47 | .00 | .00 | <31,906.75> | 5,900.28 |
| 153 - BLDG MAINT FUND | 421,528.01 | .00 | .00 | <421,131.02> | <396.99> |
| 201 - GRANTS FRM STATE AGNCY | 3,737.66 | .00 | .00 | <3,734.09> | <3.57> |
| 204 - HERSHEY RECREATION | 1,364.09 | .00 | .00 | <3,396.38> | 2,032.29 |
| 205 - EMERGENCY FUND | 73,957.34 | .00 | .00 | .00 | <73,957.34> |
| 206 - ROAD USE TAX | 2,599,490.15 | .00 | .00 | <2,188,824.88> | <410,665.27> |
| 210 - NICHOLSON FORD REAP | 3,991.11 | .00 | .00 | <3,987.31> | <3.80> |
| 218 - COPS FAST GRANT | <6,430.43> | 3,552.04 | .00 | 3,331.10 | <452.71> |
| 219 - DEPT OF JUSTICE GRANTS | <19,315.60> | 1,361.10 | .00 | 15,585.03 | 2,369.47 |
| 220 - POLICE UNDESGNTD GRANTS | <28,137.23> | 42,533.64 | .00 | <25,959.61> | 11,563.20 |
| 221 - EMPLOYEE BENEFIT FUND | 1,396,094.84 | .00 | .00 | <1,280,104.26> | <115,990.58> |
| 223 - POLICE/FIRE RETIREMENT | 586,638.60 | .00 | .00 | <269,676.58> | <316,962.02> |
| 230 - POLICE DONATION FUND | 34,312.72 | .00 | .00 | <43,169.88> | 8,857.16 |
| 233 - SOFTBALL ASSOCIATION | 31,540.52 | .00 | .00 | <44,221.12> | 12,680.60 |
| 235 - FIRE DEPT DONATION FUND | 4,170.56 | .00 | .00 | <4,560.83> | 390.27 |
| 236 - M'TOWN TENNIS ASSOC | 2,088.67 | .00 | .00 | <2,086.71> | <1.96> |
| 238 - CITY TORT LIABILITY | 122,437.34 | .00 | .00 | <128,265.99> | 5,828.65 |
| 242 - LIBRARY DONATION FUND | 50,355.25 | .00 | .00 | <57,144.70> | 6,789.45 |
| 246 - SEIZED ASSETS FUND | 34,191.18 | .00 | .00 | <34,116.34> | <74.84> |
| 247 - P & R DONATION FUND | 48,736.97 | .00 | .00 | <47,245.15> | <1,491.82> |
| 248 - ECONOMIC DEVELOPMENT | 48,894.34 | .00 | .00 | <48,848.31> | <46.03> |
| 249 - SUBDIVIDER ESCROW | 10,200.61 | .00 | .00 | <10,190.99> | <9.62> |
| 250 - TAX INCREMNT FINANCING | 470,823.09 | .00 | .00 | 99,636.95 | <570,460.04> |
| 271 - HOUSING GRANTS | 33,285.23 | .00 | .00 | <14,622.51> | <18,662.72> |
| 276 - LEAD GRANT #4 | <164,141.93> | 1,204.95 | .00 | 112,084.34 | 50,852.64 |
| 277 - HUD EDI GRANTS | <8,325.00> | .00 | .00 | 7,505.00 | 820.00 |
| 278 - LOW RENT VOUCHER PROGRM | 82,833.74 | 77,494.30 | .00 | <264,678.89> | 104,350.85 |
| 281 - CDBG NSP HSNG | <88,251.24> | .00 | .00 | 85,385.52 | 2,865.72 |
| 282 - HUD LEAD MATCH | 12,524.99 | .00 | .00 | <23,075.86> | 10,550.87 |
| 283 - LEAD GRANT #5 | <7,857.43> | .00 | .00 | .00 | 7,857.43 |
| 290 - E911 SURCHARGE | 322,751.57 | .00 | .00 | <248,335.79> | <74,415.78> |
| 291 - LOCAL OPTION SALES TAX | 2,675,259.61 | .00 | .00 | <1,819,892.82> | <855,366.79> |
| 311 - GO BONDS DEBT FUND | 874,499.70 | .00 | .00 | <19,230.94> | <855,268.76> |
| 401 - BIKE PATH - PHASE II | 44,910.20 | .00 | .00 | <45,163.85> | 253.65 |
| 450 - CIP COLLECTION FUND | 585,331.49 | .00 | .00 | <458,672.19> | <126,659.30> |
| 460 - AIRPORT PROJECT | <70,260.74> | .00 | .00 | 91,685.99 | <21,425.25> |
| 462 - SPEC ASSMNT PROJECTS | <80,503.95> | 68,883.00 | .00 | 25,693.95 | <14,073.00> |
| 471 - POLICE AND FIRE BUILD | <28,166.77> | .00 | .00 | 42,462.50 | <14,295.73> |
| 477 - TREES FOREVER PROJECT | 4,703.25 | .00 | .00 | <2,699.90> | <2,003.35> |
| 489 - CAPITAL STREET PROJECTS | 178,182.67 | .00 | .00 | <178,014.86> | <167.81> |
| 490 - GO BOND CAPITAL PRJS | 2,701.00 | 7,187.00 | .00 | 61,131.52 | <71,019.52> |
| 491 - TIF DISTRICT II CAP PRJ | <1,103,739.14> | .00 | .00 | 136,850.86 | 966,888.28 |
| 492 - TIF DISTRICT 3 CAP PRJS | 21,613.57 | .00 | .00 | <176,679.77> | 155,066.20 |

CITY OF MARSHALLTOWN
MONTHLY BALANCE SHEET
FOR THE MAYOR AND CITY COUNCIL
As of November 30, 2014

| DESCRIPTION | CASH AND INVESTMNTS (ASSETS) | ACCOUNTS RECEIVABLE (ASSETS) | FIXED ASSETS (ASSETS) | LIABILITES & NET ASSETS | NET (INCOME) / EXPENSE |
|---|---|---|---|---|---|
| 494 - PUBLIC WORKS FACILITY | 17,645.74 | .00 | .00 | <17,629.17> | <16.57> |
| 499 - CARNEGIE BLDG REHAB | 7,576.92 | .00 | .00 | <27,387.12> | 19,810.20 |
| 510 - STORM SEWER | 136,346.63 | 41,189.76 | 12,225,299.30 | <12,267,864.20> | <134,971.49> |
| 520 - WPCP OPERATING FUND | 200.00 | .00 | 30,620,034.72 | <30,626,692.27> | 6,457.55 |
| 521 - WPCP REVENUE FUND | 5,998,005.35 | 339,945.32 | .00 | <5,438,204.94> | <899,745.73> |
| 524 - SANITARY I/I | <96.53> | .00 | .00 | .00 | 96.53 |
| 526 - WPCP CAP IMPR RESERVE | 1,132,989.02 | .00 | .00 | <1,131,922.00> | <1,067.02> |
| 527 - WPCP PLANT & IMPROVE | <10,913.45> | .00 | .00 | .00 | 10,913.45 |
| 528 - SANITARY SEWER REHAB | 4,964,992.38 | .00 | .00 | <7,205,060.25> | 2,240,067.87 |
| 529 - SEWER NEW CONSTRUCTION | 500.94 | .00 | .00 | .00 | <500.94> |
| 530 - COMPOSTING | 148,147.29 | 72.05 | 84,272.58 | <205,576.86> | <26,915.06> |
| 540 - P&R CONCESSIONS | 26,366.05 | .00 | .00 | <29,412.39> | 3,046.34 |
| 550 - TRANSIT OPERATING | 150,458.02 | 220.00 | 1,549,310.42 | <1,777,267.52> | 77,279.08 |
| 681 - OCCUP INSUR ESCROW | 173,185.26 | .00 | .00 | <206,323.67> | 33,138.41 |
| 684 - GRP HEALTH INS ESCROW | 2,848,344.90 | 2,552.80 | .00 | <2,757,494.44> | <93,403.26> |
| 686 - W.C. DEDUCTIBLE | 37,499.45 | .00 | .00 | <37,487.02> | <12.43> |
| 801 - POLICE PENSION | <1,389.48> | .00 | .00 | .00 | 1,389.48 |
| 844 - SALES TAX | 32.48 | .00 | .00 | <32.48> | .00 |
| 870 - SURETY BONDS/DEPOSITS | 1,022.38 | .00 | .00 | <1,022.38> | .00 |
| 871 - IA STATE SLEUTH | 14,811.33 | .00 | .00 | <14,811.33> | .00 |
| 991 - CAPITAL ASSET FUND | .00 | .00 | 44,313,843.16 | <44,313,843.16> | .00 |
| 999 - PAYROLL LIABILITY ACCTS | 172,866.15 | .00 | .00 | <172,866.15> | .00 |
| GRAND TOTAL | 27,963,177.34 | 860,499.56 | 88,792,760.18 | <117,005,270.44> | <611,166.64> |

Enter Information to Graph for Council
As of November 30, 2014

| DESCRIPTION | INVESTMNTS |
|---|---|
| 0214.000 WELLS FARGO MONEY MARKET | |
| 00999 CITY-MARSHALLTWN POOLED CASH | |
| | 12,007,836.80 |
| 0214.000 WELLS FARGO MONEY MARKET | 12,007,836.80 |
| 0215.000 IPAIT MONEY MARKET | |
| 00528 SANITARY SEWER REHAB PROJECT | |
| 00059006 2014 SEWER REVENUE BONDS | 500,139.13 |
| 0215.000 IPAIT MONEY MARKET | 500,139.13 |
| 0244.000 WELLS FARGO CD (91-365 DYS) | |
| 00151 CASH FLOW RESERVE FUND | |
| | 1,001,978.66 |
| 00521 WPCP REVENUE | |
| | 1,001,978.65 |
| 0244.000 WELLS FARGO CD (91-365 DYS) | 2,003,957.31 |
| 0264.000 WELLS FARGO CD (> 1 YR) | |
| 00684 GROUP HEALTH INSURANCE ESCROW | |
| | 1,012,689.31 |
| 0264.000 WELLS FARGO CD (> 1 YR) | 1,012,689.31 |
| 0265.000 IPAIT CD (> 1 YR) | |
| 00521 WPCP REVENUE | |
| | 2,000,000.00 |
| 0265.000 IPAIT CD (> 1 YR) | 2,000,000.00 |
| | 17,524,622.55 |

| | DESCRIPTION | THIS MONTH ACTUAL | Y-T-D ACTUAL | ORIGINAL BUDGET | REMAINING BGT | % REMAINING |
|---|---|---|---|---|---|---|
| REVENUES | | | | | | |
| 4010 | PROPERTY TAXES | 546,058.18 | 5,096,896.25 | 10,397,290 | 5,300,394 | 50.98 % |
| 4090 | TIF TAXES | 70,672.26 | 638,675.58 | 1,246,643 | 607,967 | 48.77 % |
| 4100 | OTHER CITY TAXES | 936,397.34 | 2,239,300.80 | 4,594,795 | 2,355,494 | 51.26 % |
| 4200 | LICENSES & PERMITS | 108,586.01 | 194,355.08 | 197,850 | 3,495 | 1.77 % |
| 4600 | USE OF MONEY & PROPERTY | 9,256.69 | 54,442.42 | 221,861 | 167,419 | 75.46 % |
| 4300 | INTERGOVERNMENTAL REVENUE | 606,625.76 | 3,132,027.41 | 9,813,748 | 6,681,721 | 68.09 % |
| 4400 | CHARGES FOR SERVICES | 434,347.23 | 2,795,857.01 | 7,013,791 | 4,217,934 | 60.14 % |
| 4500 | FINES & FORFEITURES | 3,859.18 | 50,179.03 | 213,800 | 163,621 | 76.53 % |
| 4700 | SPECIAL ASSESSMENTS | .00 | 11,028.00 | 15,000 | 3,972 | 26.48 % |
| 4800 | MISCELLANEOUS REVENUES | 31,396.05 | 197,773.13 | 1,144,636 | 946,863 | 82.72 % |
| 4900 | OTHER FINANCING SOURCES | .00 | 700,000.00 | 23,500,000 | 22,800,000 | 97.02 % |
| **TOTAL REVENUES | | 2,747,198.70 | 15,110,534.71 | 58,359,414 | 43,248,880 | 74.11 % |
| EXPENDITURES | | | | | | |
| PUBLIC SAFETY | | | | | | |
| 5005 | SALARIES | 389,643.00 | 2,162,940.86 | 5,381,121 | 3,218,180 | 59.81 % |
| 5100 | BENEFITS | 196,410.62 | 1,032,796.78 | 2,640,724 | 1,607,927 | 60.89 % |
| 5205 | OPERATING | 32,174.64 | 322,725.72 | 789,288 | 466,562 | 59.11 % |
| 5700 | CAPITAL OUTLAY | 34,903.46 | 148,790.65 | 411,650 | 262,859 | 63.85 % |
| **TOTAL PUBLIC SAFETY | | 653,131.72 | 3,667,254.01 | 9,222,783 | 5,555,528 | 60.24 % |
| PUBLIC WORKS | | | | | | |
| 5005 | SALARIES | 80,878.94 | 445,137.81 | 1,107,430 | 662,292 | 59.80 % |
| 5100 | BENEFITS | 36,153.72 | 192,829.48 | 542,812 | 349,983 | 64.48 % |
| 5205 | OPERATING | 160,235.95 | 683,457.63 | 2,084,812 | 1,401,354 | 67.22 % |
| 5700 | CAPITAL OUTLAY | 179.99 | 4,530.43 | 502,250 | 497,720 | 99.10 % |
| **TOTAL PUBLIC WORKS | | 277,448.60 | 1,325,955.35 | 4,237,304 | 2,911,349 | 68.71 % |
| HEALTH AND SOCIAL SERVICES | | | | | | |
| 5005 | SALARIES | 41,010.96 | 207,533.35 | 482,582 | 275,049 | 57.00 % |
| 5100 | BENEFITS | 12,815.63 | 62,584.77 | 152,638 | 90,053 | 59.00 % |
| 5205 | OPERATING | 134,482.12 | 521,309.70 | 660,525 | 139,215 | 21.08 % |
| 5700 | CAPITAL OUTLAY | <66.50> | .00 | 15,150 | 15,150 | 100.00 % |
| **TOTAL HEALTH & SOCIAL SERVS | | 188,242.21 | 791,427.82 | 1,310,895 | 519,467 | 39.63 % |

CITY OF MARSHALLTOWN
BUDGET REPORT BY CATEGORY
EXCLUDES NON-BUDGETED FUNDS 681-686,
801-878 and 999
For the Five Months Ending November 30, 2014

| | DESCRIPTION | THIS MONTH ACTUAL | Y-T-D ACTUAL | ORIGINAL BUDGET | REMAINING BGT | % REMAINING |
|---|---|---|---|---|---|---|
| CULTURE AND RECREATION | | | | | | |
| 5005 | SALARIES | 79,633.14 | 514,125.37 | 1,148,247 | 634,122 | 55.23 % |
| 5100 | BENEFITS | 27,846.16 | 160,086.20 | 405,321 | 245,235 | 60.50 % |
| 5205 | OPERATING | 29,762.22 | 405,398.73 | 1,076,676 | 671,277 | 62.35 % |
| 5700 | CAPITAL OUTLAY | 15,201.42 | 66,781.11 | 275,980 | 209,199 | 75.80 % |
| **TOTAL CULTURE & RECREATION | | 152,442.94 | 1,146,391.41 | 2,906,224 | 1,759,833 | 60.55 % |
| COMMUNITY & ECONOMIC DEVELMNT | | | | | | |
| 5005 | SALARIES | 15,115.19 | 100,504.14 | 92,824 | <7,680> | 8.27-% |
| 5100 | BENEFITS | 5,019.57 | 32,445.05 | 86,696 | 54,251 | 62.58 % |
| 5205 | OPERATING | 98,467.92 | 734,292.66 | 4,006,567 | 3,272,274 | 81.67 % |
| 5700 | CAPITAL OUTLAY | .00 | .00 | 2,000 | 2,000 | 100.00 % |
| **TOTAL COMM & ECONOMIC DV | | 118,602.68 | 867,241.85 | 4,188,087 | 3,320,845 | 79.29 % |
| GENERAL GOVERNMENT | | | | | | |
| 5005 | SALARIES | 60,413.77 | 287,870.15 | 838,917 | 551,047 | 65.69 % |
| 5100 | BENEFITS | 16,189.08 | 90,052.27 | 240,048 | 149,996 | 62.49 % |
| 5205 | OPERATING | 24,191.62 | 138,104.88 | 434,462 | 296,357 | 68.21 % |
| 5700 | CAPITAL OUTLAY | 1,170.06 | 15,268.68 | 331,065 | 315,796 | 95.39 % |
| 5865 | OTHER EXPENDITURES | .00 | 4,096.73 | 0 | <4,097> | .00 % |
| **TOTAL GENERAL GOVERNMENT | | 101,964.53 | 535,392.71 | 1,844,492 | 1,309,099 | 70.97 % |
| ENTERPRISES | | | | | | |
| 5005 | SALARIES | 114,627.19 | 617,455.05 | 1,647,099 | 1,029,644 | 62.51 % |
| 5100 | BENEFITS | 42,829.75 | 220,335.11 | 604,694 | 384,359 | 63.56 % |
| 5205 | OPERATING | 381,609.50 | 3,353,100.04 | 3,416,418 | 63,318 | 1.85 % |
| 5700 | CAPITAL OUTLAY | 6,469.82 | 46,913.04 | 7,092,622 | 7,045,709 | 99.34 % |
| 5800 | DEBT SERVICE PAYMENTS | 342,237.59 | 409,402.73 | 1,380,806 | 971,403 | 70.35 % |
| 5865 | OTHER EXPENDITURES | 23.44 | 773.14 | 4,000 | 3,227 | 80.68 % |
| **TOTAL ENTERPRISES | | 887,797.29 | 4,647,979.11 | 14,145,639 | 9,497,660 | 67.14 % |
| 5000 | **DEBT SERVICE | 383,871.87 | 390,792.07 | 3,415,195 | 3,024,403 | 88.56 % |
| 5000 | **CAPITAL PROJECTS | 172,696.95 | 1,185,821.54 | 19,748,017 | 18,562,195 | 94.00 % |

| DESCRIPTION | THIS MONTH ACTUAL | Y-T-D ACTUAL | ORIGINAL BUDGET | REMAINING BGT | % REMAINING |
|---|---|---|---|---|---|
| ***TOTAL EXPENDITURES | 2,936,198.79 | 14,558,255.87 | 61,018,636 | 46,460,379 | 76.14 % |
| EXCESS OF REVENUES OVER (UNDER) EXPENDITURES | <189,000.09> | 552,278.84 | <2,659,222> | <3,211,499> | 120.77-% |

| | DESCRIPTION | PERSONAL SERVICES | OPERATING | CAPITAL OUTLAY | DEBT/OTHER COSTS | TOTAL EXPENSES | ORIGINAL BUDGET | UNREALIZED TOTAL |
|---|---|---|---|---|---|---|---|---|
| 2014 | | | | | | | | |
| 100 | PUBLIC SAFETY | | | | | | | |
| 110 | Police Administratio | 1,784,601 | 159,431 | 140,379 | 0 | 2,084,411 | 4,973,895 | 2,889,484 |
| 113 | Police Dispatch | 353,460 | 64,244 | 2,856 | 0 | 420,560 | 1,146,381 | 725,821 |
| 140 | Fire Protection | 957,517 | 43,492 | 5,556 | 0 | 1,006,565 | 2,709,728 | 1,703,163 |
| 141 | Fire Training Divisi | 50,821 | 2,825 | 0 | 0 | 53,646 | 198,255 | 144,609 |
| 142 | Fire Prevention Bure | 49,339 | 1,378 | 0 | 0 | 50,717 | 122,304 | 71,587 |
| 170 | Civil Defense | 0 | 11,928 | 0 | 0 | 11,928 | 28,775 | 16,847 |
| 180 | Flood Control | 0 | 17,706 | 0 | 0 | 17,706 | 0 | <17,706> |
| 240 | Animal Control | 0 | 21,723 | 0 | 0 | 21,723 | 43,445 | 21,722 |
| 100 | PUBLIC SAFETY | 3,195,738 | 322,727 | 148,791 | 0 | 3,667,256 | 9,222,783 | 5,555,527 |
| 200 | PUBLIC WORKS | | | | | | | |
| 120 | Traffic Safety | 58,317 | 50,914 | 0 | 0 | 109,231 | 274,621 | 165,390 |
| 160 | Street Lighting | 9,528 | 50,509 | 0 | 0 | 60,037 | 250,277 | 190,240 |
| 540 | Solid Waste | 0 | 56,383 | 0 | 0 | 56,383 | 113,708 | 57,325 |
| 710 | Street Maintenance | 376,664 | 150,573 | 1,764 | 0 | 529,001 | 2,171,185 | 1,642,184 |
| 711 | Street Cleaning | 1,623 | 7,428 | 0 | 0 | 9,051 | 7,500 | <1,551> |
| 712 | Snow Removal | 260 | 63,861 | 0 | 0 | 64,121 | 256,200 | 192,079 |
| 740 | Sidewalks | 0 | 0 | 0 | 0 | 0 | 55,000 | 55,000 |
| 750 | Street Construction | 0 | 245,737 | 0 | 0 | 245,737 | 466,000 | 220,263 |
| 760 | Engineering | 175,260 | 25,823 | 2,767 | 0 | 203,850 | 507,195 | 303,345 |
| 770 | Airport | 0 | 31,414 | 0 | 0 | 31,414 | 80,994 | 49,580 |
| 790 | Parking System | 16,314 | 816 | 0 | 0 | 17,130 | 54,624 | 37,494 |
| 200 | PUBLIC WORKS | 637,966 | 683,458 | 4,531 | 0 | 1,325,955 | 4,237,304 | 2,911,349 |
| 300 | HEALTH AND SOCIAL SER | | | | | | | |
| 210 | Community Health | 105,527 | 482,684 | 0 | 0 | 588,211 | 802,087 | 213,876 |
| 480 | Senior Citizens Prog | 0 | 13,900 | 0 | 0 | 13,900 | 68,050 | 54,150 |
| 550 | Electrical Inspectio | 28,650 | 1,312 | 0 | 0 | 29,962 | 73,946 | 43,984 |
| 560 | Building Inspection | 71,790 | 1,730 | 0 | 0 | 73,520 | 184,565 | 111,045 |
| 561 | Rental Inspection | 36,820 | 4,178 | 0 | 0 | 40,998 | 78,642 | 37,644 |
| 581 | Nuisance Cleanup | 27,331 | 17,505 | 0 | 0 | 44,836 | 103,605 | 58,769 |
| 300 | HEALTH AND SOCIAL SER | 270,118 | 521,309 | 0 | 0 | 791,427 | 1,310,895 | 519,468 |
| 400 | CULTURE AND RECREATIO | | | | | | | |
| 310 | Library | 282,604 | 46,635 | 64,878 | 0 | 394,117 | 1,044,313 | 650,196 |
| 330 | City Band | 5,371 | 532 | 0 | 0 | 5,903 | 9,992 | 4,089 |
| 340 | Fisher Community Cen | 0 | 38,380 | 0 | 0 | 38,380 | 76,760 | 38,380 |
| 410 | Parks | 214,687 | 87,713 | 1,904 | 0 | 304,304 | 784,359 | 480,055 |
| 420 | Recreation | 46,499 | 13,599 | 0 | 0 | 60,098 | 207,060 | 146,962 |
| 421 | Playgrounds/School | 76,037 | 11,989 | 0 | 0 | 88,026 | 187,667 | 99,641 |
| 440 | Swimming Pools | 21,387 | 111,022 | 0 | 0 | 132,409 | 213,986 | 81,577 |
| 451 | Coliseum | 10,174 | 7,259 | 0 | 0 | 17,433 | 47,077 | 29,644 |
| 460 | Convention & Tourism | 0 | 84,520 | 0 | 0 | 84,520 | 263,390 | 178,870 |
| 545 | Cable TV | 17,453 | 3,750 | 0 | 0 | 21,203 | 71,620 | 50,417 |

CITY OF MARSHALLTOWN
BUDGET REPORT BY PROGRAM/DEPARTMENT
EXCLUDES NON-BUDGETED FUNDS 681-686, 801
844, 999
For the Five Months Ending November 30, 2014

| | DESCRIPTION | PERSONAL SERVICES | OPERATING | CAPITAL OUTLAY | DEBT/OTHER COSTS | TOTAL EXPENSES | ORIGINAL BUDGET | UNREALIZED TOTAL |
|---|---|---|---|---|---|---|---|---|
| 2014 | | | | | | | | |
| 400 | CULTURE AND RECREATIO | | | | | | | |
| 400 | CULTURE AND RECREATIO | 674,212 | 405,399 | 66,782 | 0 | 1,146,393 | 2,906,224 | 1,759,831 |
| 500 | COMMUNITY AND ECONOMI | | | | | | | |
| 580 | Community Beautifica | 2,883 | 3,842 | 0 | 0 | 6,725 | 22,770 | 16,045 |
| 660 | Economic Development | 0 | 78,581 | 0 | 0 | 78,581 | 184,000 | 105,419 |
| 690 | Housing | 95,670 | 650,931 | 0 | 0 | 746,601 | 3,881,013 | 3,134,412 |
| 715 | Tree Removal/Maint | 2,633 | 0 | 0 | 0 | 2,633 | 0 | <2,633> |
| 870 | Planning & Zoning | 31,763 | 939 | 0 | 0 | 32,702 | 100,304 | 67,602 |
| 500 | COMMUNITY AND ECONOMI | 132,949 | 734,293 | 0 | 0 | 867,242 | 4,188,087 | 3,320,845 |
| 600 | GENERAL GOVERNMENT | | | | | | | |
| 810 | City Council | 9,756 | 0 | 0 | 0 | 9,756 | 25,422 | 15,666 |
| 820 | Technical Services | 42,080 | 1,284 | 0 | 0 | 43,364 | 106,290 | 62,926 |
| 830 | Mayor | 3,964 | 167 | 0 | 0 | 4,131 | 13,872 | 9,741 |
| 831 | City Administrator | 57,498 | 1,325 | 0 | 0 | 58,823 | 154,784 | 95,961 |
| 840 | City Clerk | 40,351 | 13,889 | 0 | 0 | 54,240 | 129,984 | 75,744 |
| 850 | Finance | 176,575 | 34,416 | 1,170 | 4,102 | 216,263 | 728,180 | 511,917 |
| 860 | Legal | 0 | 37,312 | 0 | 0 | 37,312 | 90,000 | 52,688 |
| 880 | City Hall | 8,020 | 25,524 | 0 | 0 | 33,544 | 134,120 | 100,576 |
| 881 | Carnegie Building | 0 | 0 | 0 | 0 | 0 | 30,000 | 30,000 |
| 889 | Elections | 0 | 0 | 0 | 0 | 0 | 8,900 | 8,900 |
| 890 | General Government | <114> | 6,632 | 0 | <5> | 6,513 | 161,805 | 155,292 |
| 891 | Data Processing | 39,794 | 17,555 | 14,099 | 0 | 71,448 | 261,135 | 189,687 |
| 600 | GENERAL GOVERNMENT | 377,924 | 138,104 | 15,269 | 4,097 | 535,394 | 1,844,492 | 1,309,098 |
| 700 | BUSINESS TYPE | | | | | | | |
| 430 | Pool Concessions | 9,549 | 12,575 | 0 | 0 | 22,124 | 59,087 | 36,963 |
| 520 | Sewage Treatment | 422,545 | 931,984 | 46,308 | 26,872 | 1,427,709 | 4,159,020 | 2,731,311 |
| 531 | Storm Sewer - WPCP | 114,799 | 25,721 | 0 | 0 | 140,520 | 1,574,133 | 1,433,613 |
| 532 | Dike Maintenance | 11,624 | 12,054 | 605 | 0 | 24,283 | 43,834 | 19,551 |
| 533 | Storm Sewer - Permit | 0 | 0 | 0 | 0 | 0 | 8,000 | 8,000 |
| 540 | Solid Waste | 12,351 | 1,704 | 0 | 23 | 14,078 | 30,055 | 15,977 |
| 590 | Sanitary Sewers | 99,804 | 2,256,519 | 0 | 383,280 | 2,739,603 | 7,511,875 | 4,772,272 |
| 780 | Bus | 167,118 | 112,543 | 0 | 0 | 279,661 | 759,635 | 479,974 |
| 700 | BUSINESS TYPE | 837,790 | 3,353,100 | 46,913 | 410,175 | 4,647,978 | 14,145,639 | 9,497,661 |
| 800 | DEBT SERVICE | | | | | | | |
| 990 | Intragovernmental Se | 0 | 0 | 0 | 390,792 | 390,792 | 3,415,195 | 3,024,403 |
| 800 | DEBT SERVICE | 0 | 0 | 0 | 390,792 | 390,792 | 3,415,195 | 3,024,403 |
| 900 | CAPITAL PROJECTS | | | | | | | |
| | | 0 | 0 | 0 | 0 | 0 | 975,000 | 975,000 |

CITY OF MARSHALLTOWN
BUDGET REPORT BY PROGRAM/DEPARTMENT
EXCLUDES NON-BUDGETED FUNDS 681-686, 801
844, 999
For the Five Months Ending November 30, 2014

| | DESCRIPTION | PERSONAL SERVICES | OPERATING | CAPITAL OUTLAY | DEBT/OTHER COSTS | TOTAL EXPENSES | ORIGINAL BUDGET | UNREALIZED TOTAL |
|---|---|---|---|---|---|---|---|---|
| 2014 | | | | | | | | |
| 900 | CAPITAL PROJECTS | | | | | | | |
| 110 | Police Administratio | 0 | 5,870 | 0 | 0 | 5,870 | 8,500,000 | 8,494,130 |
| 140 | Fire Protection | 0 | 5,750 | 0 | 0 | 5,750 | 7,800,000 | 7,794,250 |
| 310 | Library | 0 | 9,284 | 10,542 | 0 | 19,826 | 0 | <19,826> |
| 410 | Parks | 0 | 396 | 0 | 0 | 396 | 900 | 504 |
| 530 | Storm Sewer - Engine | 0 | 0 | 7,443 | 0 | 7,443 | 550,000 | 542,557 |
| 580 | Community Beautifica | 0 | 0 | 0 | 0 | 0 | 3,000 | 3,000 |
| 710 | Street Maintenance | 0 | 0 | 0 | 0 | 0 | 1,000,000 | 1,000,000 |
| 740 | Sidewalks | 0 | 0 | 0 | 0 | 0 | 50,000 | 50,000 |
| 750 | Street Construction | 0 | 987,959 | 1,500 | 0 | 989,459 | 869,117 | <120,342> |
| 756 | Municipal Collector | 0 | 154,011 | 0 | 0 | 154,011 | 0 | <154,011> |
| 770 | Airport | 0 | 3,068 | 0 | 0 | 3,068 | 0 | <3,068> |
| 900 | CAPITAL PROJECTS | 0 | 1,166,338 | 19,485 | 0 | 1,185,823 | 19,748,017 | 18,562,194 |
| 2014 | | 6,126,697 | 7,324,728 | 301,771 | 805,064 | 14,558,260 | 61,018,636 | 46,460,376 |

Raw

the City of Marshalltown

# COUNCIL AGENDA

## CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET

## DECEMBER 29, 2014, at NOON

**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:**

December Staff Anniversaries, Years of Service
Richard Legg 20
Lori Stansberry 5

**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 December 8, 2014; December 16, 2014, and December 22, 2014.
2. Approve Bill List in the amount of $1,745,185.60
3. Receipt of Building Report, November 2014.
4. Resolution 2014-159 Authorizing Submission of a Community Foundation of Marshall County Grant Application for Earth Day Bottled Water Initiative, not to exceed $3,000
5. Resolution 2014-160 Authorizing Submission of a STEP Grant Application for Earth Day Bottled Water Initiative, not to exceed $1,000
6. Resolution 2014-161 Approving 28E Memorandum of Agreement with Marshalltown Community School District Relating to Public Use and Maintenance of a Private Street Locally Known as Bobcat Boulevard, an extension of South Third Avenue.
7. Tentative Resolution 2014-162 Providing for the Vacation, Conveyance, and transfer of Title to the Property Herein Described from the City of Marshalltown, Iowa, to the Marshalltown Community School District, relating to the East-West and North-South alley near Rogers School in Block 9, Jerome's Addition, setting Public hearing for January 12, 2015, at 5:30 PM.
8. Resolution 2014-163 Approving Contract Change Order #1 for the 2014 Mill and Overlay Project 76014004, increase of $29,149.10.
9. Resolution 2014-164 Approving Certificate of Completion and final project costs with OMG Midwest, Inc., dba Cessford Construction, in the amount of $568,520.63 for Construction of the 2014 Mill and Overlay Project 76014004.
10. Resolution 2014-165 Approving Contract Change Order #1 for the Concrete Repair 2014 Project 76014005, increase of $22,193.21.
11. Resolution 2014-166 Approving Certificate of Completion and final project costs with Day Construction Services, LLC, in the amount of $280,863.31 for Construction of the Concrete Repair 2014 Project 76014005.

12. Resolution 2014-167 Approving Contract Change Order #1 for the 2014 Concrete Repair TIF District 3 Project 76014006, decrease of $20,262.50.

13. Resolution 2014-168 Approving Certificate of Completion and final project costs with Con-Struct, Inc., in the amount of $273,317.50 for Construction of the 2014 Concrete Repair TIF District 3 Project 76014006

14. Resolution 2014-169 Approving Contract Change Order #1 for the 2012 Mill and Overlay Project 76012003, decrease of $24,309.81.

15. Resolution 2014-170 Approving Certificate of Completion and final project costs with OMG Midwest, Inc., dba Cessford Construction, in the amount of $2,002,551.99 for Construction of the 2012 Mill and Overlay Project 76012003

16. Approve Liquor Licenses: (pending completion of fire inspection)
RENEWAL: Kwik Star #607, Jiffy Convenience Stores, MamaDiGrados' Pasta & Pizza, BPOE Lodge #312 (Elks); Toms Cue and Brew.

**(end of consent agenda items**

**REPORTS:**

17. Aquatic Center Report

**MOTIONS:**

18. Approve Comprehensive Annual Financial Report (CAFR)

19. Approve 2015 Street Maintenance Design Schedule

**RESOLUTIONS:**

20. Resolution 2014-171 Approving a Contract for Law Enforcement Activities between Merged Area VI Community College District / Iowa Valley Community College District and the City of Marshalltown, Iowa, Created Pursuant to Chapter 28e.12 of the Iowa Code

21. Resolution 2014-172 Setting Date for Public hearing (January 26, 2015) on 2015 Amendment to Urban Renewal Plan for Marshalltown Urban Renewal Area No. 2.

22. Resolution 2014 -173 Setting Date for Public hearing (January 26, 2015) on Development Agreement with Menard, Incorporated, including economic development payments in an amount not to exceed $1,325,000.

**ORDINANCES:**

23. Ordinance 14935 Adopting the National Fire Protection Association 70-2014 National Electric Code as the City of Marshalltown Electrical Code Effective February 1, 2015, first reading, set public hearing on January 26, 2015.

**DISCUSSION: Next agenda in process**

1. New Tobacco and Carryout Liquor License, 204 E Main Street, Aung Parame Grocery Store
2. Traffic Control Signage at Nevada Street and 18th Avenue, relating to Alliant Project. Kenn Vinson.
3. 28E Agreement, Iowa Drug Task Force, relating to vehicle maintenance service by the city.
4. November Financial Report
5. Budget Amendment. Motion at next meeting to set public hearing for January 26, 2015.
6. Reminder Tax Abatement Applications are due February 1, 2015, for qualified residential and commercial property improvement. Eligibility for commercial improvements are limited to two certain areas of the city.

**PUBLIC COMMENTS:**

**ADJOURNMENT:**

Visit www.ci.marshalltown.ia.us

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

Marshalltown All-America City 2012

# COUNCIL PROCEEDINGS
# DECEMBER 8, 2014

The Marshalltown City Council met in regular session on December 8, 2014, at 5:30 PM, in the Council Chambers at City Hall. Mayor Lowrance called the meeting to order and led the Pledge of Allegiance. Present: Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin. Mayor Lowrance and Jeff Hutton, Managing Editor for the Times Republican Newspaper introduced the winners of the "If I Were Mayor" essay contest. Schubert approved the agenda, second by Greer. Motion approved 7-0.

**CONSENT AGENDA:**
Gowdy moved to approve the Consent Agenda: Approve Council meeting Minutes of November 24, 2014; Approve Bill List in the amount of $2,382,883.50; Motion setting second council meeting in December for December 29, 2014, at noon; Resolution 2014-155 Approving Five Year Capital Improvement Plan for the Marshalltown Municipal Airport Capital Improvement Plan; Resolution 2014-156 Approving Public Works Street Division Purchase Contract with O'Halloran International for the Purchase of a 2015 International 7300 SFA 4x2 Dump Truck with Snow Plow attachments in the amount of $128,366.00; Resolution 2014-157 to Certify Unpaid Bills for Collection with Taxes; second by Greer. Consent agenda adopted 7-0.

**RESOLUTIONS:**
Lamer moved to adopt Resolution 2014-158 Awarding Sale and Authorizing the Issuance of $2,225,000 General Obligation Corporate Purpose Bonds, Series 2014, and providing for the levy of taxes to pay the same, second by Martin. Maggie Burger, VP with Speer Financial, recommended the council accept the bid of UMB Bank, N.A., Kansas City, Missouri, interest rate of $1.6252%. Resolution adopted 7-0.

**REPORTS:**
Jenny Etter, Director of the Marshalltown Central Business District, presented the quarterly report to the council. Highlights: Tallcorn Towers renovation, restoration of the Kibby Building, Façade Grant improvements, successful first year of running the flower basket program, events, and projects including the street scape work.

Lamer moved to adopt Option #1 for the Street Maintenance Plan for 2015, second by Greer. Justin Nickel, Public Works Director explained the plan was a starting point and had room for changes and potential to move segments provided the work stays within the budgeted amount. Staff desired a starting point to prepare preliminary schedule. Motion approved 6-1, with Wirin dissenting.

**FUTURE AGENDA ITEMS DISCUSSION:**
The council discussed Earth Day Bottled Water Initiative, Grant applications to Community Foundation and Students Teaching and Empowering Philanthropy (STEP); Agreement regarding Bobcat Boulevard with Marshalltown Community School District; Vacate and Convey alley, North / South and East / West in Block 9, Jerome's Addition, to Marshalltown Community School District, set public hearing for January 12, 2015; Adopt by Reference 2014 National Electrical Code, requires ordinance change, set public hearing for January 26, 2015; 2014 Mill and Overlay Project 76014004, OMG Midwest, Inc., dba Cessford Construction; Change Order 1, increase in the amount of $29,149.10 and Engineers Certificate of Completion, final cost of $568,520.63; 2014 Concrete Repair Project 76014005, Day Construction Services, LLC; Change Order 1, increase in the amount of $22,193.21 and Engineers Certificate of Completion, final cost of $280,863.31; TIF District 3 2014 Concrete Repair 76014006, Con-Struct, Inc.; Change Order 1, decrease in the amount of $20,262.50 and Engineers Certificate of Completion, final cost of $273,317.50; 2012 G.O. Bond Mill and Overlay Project 76012003, OMG Midwest, Inc., dba Cessford Construction; Change Order 1, decrease in the amount of $24,309.81; and Engineers Certificate of Completion, final cost of $2,002,551.99; October Financials; Budget Memo.

**PUBLIC COMMENTS:**
Joa LaVille, Joan Jaimes and Fred Wyngartner asked the community for support of President Obama's executive order relating to expansion of the Deferred Action for Childhood Arrivals and creation of the Deferred Action for Parental Accountability program. Judy Wasco asked for review of storm sewer utility rates for condominiums. Condominiums and single family properties over two acres are in the second tier rate schedule. The storm water utility rates are calculated based on square foot of impervious area. Ms. Wasco asked the council condominiums and apartments be charged the same rate of a single family home on a lot less than two acres.

**ADJOURNMENT**
The meeting adjourned at 7:06 PM.

Respectfully submitted,

____________________________
Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

____________________________
James L. Lowrance, Mayor

ATTEST:

____________________________
Shari L. Coughenour, CMC, City Clerk

Council Proceedings
Special Council Meeting
December 16, 2014

A Special meeting of the Marshalltown City Council was convened on December 16, 2014, at 12:00 PM, in the Council Chambers at City Hall, according to posted notices. Mayor Lowrance called the meeting to order. ROLL CALL: Present – Gowdy, Greer, Hoop, Martin, Schubert, Wirin. Absent: Lamer. Wirin left at 1:05 PM.

The purpose of the special council meeting was to discuss the Police Building project, determine the scope of the project, and provide staff direction. The project is dependent upon voter referendum, anticipated in May 2015.

Greer moved to authorize proceeding with concept design for the police facility as presented by Wilson Estes Police Architects, second by Schubert. James Estes of Wilson Estes Police Architects, presented an initial comparison of revised estimate and cost. Hard cost estimate at $9.5M; Soft cost estimate at $2.8M; total project cost estimate of $13.3M. The council discussed the optional basement parking, estimate of $885,000. Construction of a "safe" room near the entryway requires an additional 80 square feet. The council has yet to decide what to do with the present building. Cost of demolition is not included in the concept design cost proposal. Motion carried 5-0.

With no additional action the meeting adjourned at 1:18 PM.

Respectfully submitted,

______________________________
Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

______________________________
James L. Lowrance, Mayor

ATTEST:

______________________________
Shari L. Coughenour, City Clerk

Council Proceedings
Special Council Meeting
December 22, 2014

A Special meeting of the Marshalltown City Council was convened on December 22, 2014, at 12:00 PM, in the Council Chambers at City Hall, according to posted notices. Mayor Protempore Wirin called the meeting to order. ROLL CALL: Present – Gowdy, Greer, Hoop, Lamer, Schubert, Wirin. Absent: Martin. Also present, members of the Public Safety Building Advisory Committee.

The purpose of the special council meeting was to conduct an aesthetic image development exercise, facilitated by Wilson Estes Police Architects. The assembled group reviewed almost 100 slides to assist the design team in development of concept plan of what the future police building might look like from the outside.

The council did not take any action at this meeting.

The meeting adjourned at 12:57 PM.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, City Clerk

# BUILDING REPORT FOR THE MONTH OF NOVEMBER 2014

the City of Marshalltown

| PERMIT NUMBER | OWNER OF IMPROVEMENT | LOCATION OF IMPROVEMENT | TYPE OF IMPROVEMENT | NEW DWELLING | ALTER DWELLING | MINOR BUILDING | MISC. IMPROVEMENT | FEE |
|---|---|---|---|---|---|---|---|---|
| 23978 | Mark Shaffer | 1002 Highland Acres | New Shed | | | | | |
| 23979 | Marshall Town Center IO, LLC | 2500 S. Center Street | Alter Building | | | $3,000 | | $83 |
| 23980 | Stan Groth | 501 North 3rd Avenue | Alter Building | | | | $400,000 | $2,794 |
| 23981 | Antonio Palacios | 101 North Center St. | Alter Building | | | | $50,000 | $644 |
| 23982 | LJK Holdings, LLC | 10 LaFrentz Ln. (100) | Alter Building | | | | $38,000 | $522 |
| 23983 | High Property Management | 10 Lafrentz Ln.(300) | Alter Building | | | | $295,000 | $2,164 |
| 23984 | High Property Management | 10 LaFrentz Ln (200) | Alter Building | | | | $91,000 | $931 |
| 23985 | Emerson | 1706 Governor Road | Alter Building | | | | $33,000 | $472 |
| 23986 | Downtown Leases & Lofts | 129 East Main Street | Alter Building | | | | $560,000 | $3,534 |
| 23987 | Mike Judge | 15 E. Southridge Rd. | Alter Building | | | | $190,000 | $1,534 |
| | | | | | | | $18,000 | $293 |
| | | | TOTALS: | $0 | $0 | $3,000 | $1,675,000 | $12,971 |

TOTAL IMPROVEMENT AMOUNT: $1,678,000

| | Units | Permits | Permits | Permits | Permits | Demo Permits |
|---|---|---|---|---|---|---|
| # OF PERMITS: | 0 | 0 | 0 | 1 | 9 | 0 |

Scott A. Riemenschneider

Scott A. Riemenschneider, Chief Building Official

the City of Marshalltown

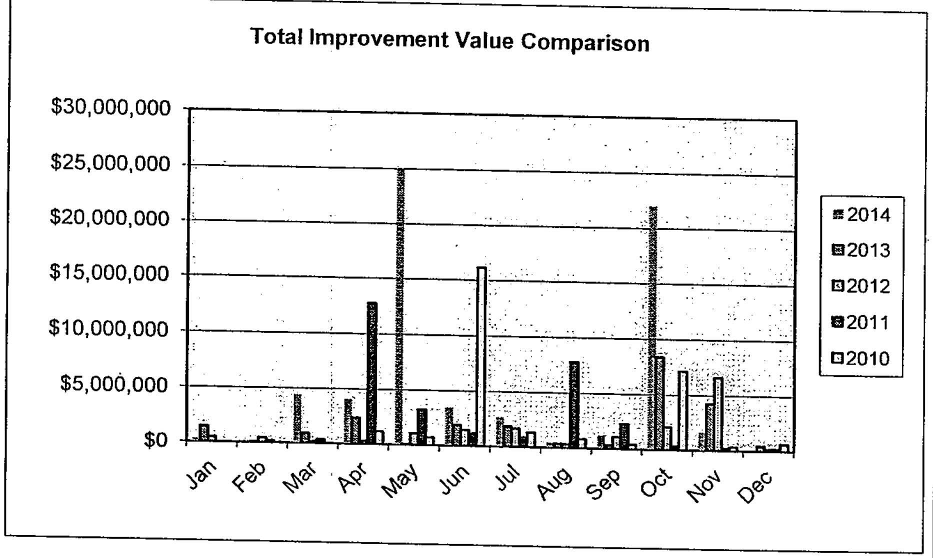
# Building Division Improvement Value & Fee Summary - NOV. 2014

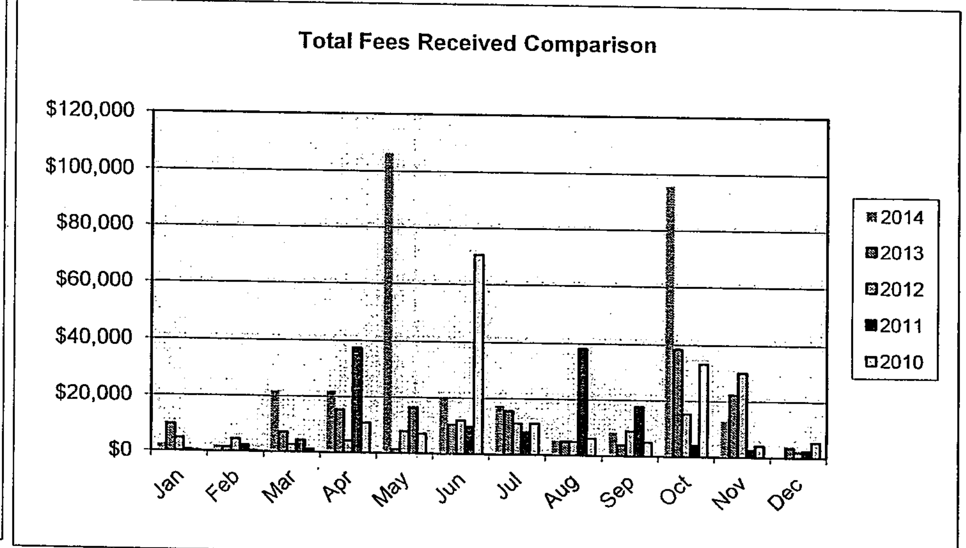
## Total Improvement Value Comparison

| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | YTD |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2014 | $311,000 | $206,000 | $4,457,000 | $4,101,000 | $25,076,000 | $3,500,000 | $2,712,000 | $470,000 | $1,203,000 | $22,044,000 | $1,678,000 | $0 | **$65,758,000** |
| 2013 | $1,470,000 | $101,000 | $953,000 | $2,413,000 | $91,000 | $1,952,000 | $1,922,000 | $373,000 | $308,000 | $8,471,000 | $4,270,000 | $425,000 | **$22,749,000** |
| 2012 | $489,000 | $449,000 | $178,000 | $292,000 | $1,105,000 | $1,500,000 | $1,732,000 | $316,000 | $1,091,000 | $2,109,000 | $6,665,000 | $170,000 | **$16,096,000** |
| 2011 | $30,000 | $211,000 | $382,000 | $12,768,000 | $3,274,000 | $1,187,000 | $917,000 | $7,834,000 | $2,318,000 | $307,000 | $201,000 | $208,000 | **$29,637,000** |
| 2010 | $30,000 | $21,000 | $57,000 | $1,233,000 | $731,000 | $16,118,000 | $1,383,000 | $821,000 | $411,000 | $7,176,000 | $328,000 | $619,000 | **$28,928,000** |

## Total Fees Received Comparison

| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | YTD |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2014 | $2,414 | $1,980 | $21,811 | $22,054 | $106,382 | $20,451 | $17,496 | $5,278 | $8,360 | $95,674 | $12,971 | $0 | **$314,871** |
| 2013 | $9,824 | $1,416 | $7,030 | $15,486 | $1,408 | $10,443 | $15,753 | $4,939 | $3,882 | $38,468 | $22,346 | $3,484 | **$134,479** |
| 2012 | $4,789 | $4,470 | $2,640 | $4,259 | $7,811 | $12,060 | $11,267 | $4,962 | $8,788 | $15,489 | $30,131 | $1,978 | **$108,644** |
| 2011 | $593 | $2,266 | $4,377 | $37,412 | $16,471 | $9,698 | $8,081 | $38,227 | $17,675 | $4,020 | $2,473 | $2,336 | **$143,629** |
| 2010 | $230 | $401 | $1,034 | $10,835 | $7,045 | $70,345 | $11,287 | $6,084 | $4,913 | $33,333 | $3,972 | $5,345 | **$154,824** |



Rdse

2014-159

# A RESOLUTION AUTHORIZING CITY OF MARSHALLTOWN TO SUBMIT A COMMUNITY FOUNDATION OF MARSHALL COUNTY (CFMC) GRANT APPLICATION FOR EARTH DAY BOTTLED WATER INITIATIVE

Whereas the City and in collaboration with a group of agencies wish to submit a grant application for funds to support the Earth Day Bottled Water Initiative, and

Whereas the grant request will not exceed $3000, and

Whereas the City of Marshalltown will be the lead applicant for this grant.

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

Section 1. The Parks and Recreation Director of the City of Marshalltown is hereby authorized to to make application for funding through the CFMC.

Approved this _____ day of December, 2014.

CITY OF MARSHALLTOWN, IOWA

_______________________________
James L. Lowrance, Mayor

ATTEST:

_______________________________
Shari L. Coughenour, CMC, City Clerk

Parks

2014-160

A RESOLUTION AUTHORIZING CITY OF MARSHALLTOWN TO SUBMIT A S.T.E.P. GRANT APPLICATION FOR EARTH DAY BOTTLED WATER INITIATIVE

Whereas the City and in collaboration with a group of agencies wish to submit a grant application for funds to support the Earth Day Bottled Water Initiative, and

Whereas the grant request will not exceed $1000, and

Whereas the City of Marshalltown will be the lead applicant for this grant.

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

Section 1. The Parks and Recreation Director of the City of Marshalltown is hereby authorized to to make application for funding through S.T.E.P.

Approved this _____ day of December, 2014.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Rcvd

**To:** Mayor, City Council, and City Administrator
**From:** Terry Gray, Parks and Recreation
**Subject:** Community Foundation and S.T.E.P Grant applications
**Date:** December 1, 2014

Our department is working with a group comprised of CLEANIAC, Marshalltown Water Works, Marshall County Conservation, Iowa Valley Continuing Ed and ISU Extension to develop an awareness campaign around the issue of bottled water usage.

The focus is to educate youth and families on the economics and waste of purchasing bottled water and the need to recycle the bottles that are used. To accomplish this mission, which is scheduled to kickoff on Earth Day, April 22, 2015, we would like to apply for funding from the Community Foundation of Marshall County and the S.T.E.P. grant.

The City will be the lead applicant and fiscal agent with funds being accepted through parks and recreation gifts fund. The Community Foundation grant request will not exceed $3000 and is due on January 15. The S.T.E.P. grant request will not exceed $1000 and is due February 2.

RDW

the City of Marshalltown

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

# DEPARTMENT OF PUBLIC WORKS

12/2/2014

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

From: Justin Nickel
Director of Public Works

**Re:** Bobcat Boulevard Memorandum of Understanding with Marshalltown Community School District

**Policy Issue:** Agreement requires Governing Body approval.

**Recommendation:** Staff recommends approval of the agreement with the School District.

**Background:** For a number of years there have been various agreements between the City and the school district relating to the use and maintenance of South Third Avenue which runs through the district's property. The last such agreement expired June 30, 2012. The school district would like to continue the prior arrangement in effect. An amended agreement is attached for review and if satisfactory for approval.

**Budget Impact:** Continued routine maintenance and snow removal costs for South Third Avenue/Bobcat Boulevard.

**Attachment:** Bobcat Boulevard MOU

cc: Randy Wetmore, City Administrator

Rex J. Ryden
John F. Veldey
Joel T.S. Greer
Sharon Soorholtz Greer

Alex E. Grasso

Law Offices
**Cartwright, Druker & Ryden**
112 West Church Street
Marshalltown, Iowa 50158
Established in 1859
rex@cdrlaw.com

Tel. 641.752.5467
Fax 641.752.4370

H. G. Cartwright (1902-1982)
Harry Druker (1907-2004)

August 21, 2014

Mr. Roger Schoell
Grimes, Buck, Schoell, Beach & Hitchins
102 E. Church Street
Marshalltown, IA 50158

Dear Roger:

For a number of years there have been various agreements between the City and the Marshalltown Community School District relating to the use and maintenance of South 3rd Avenue which runs through the District's property. The last such agreement expired on June 30, 2012.

The school district would like to continue the prior arrangements in effect and I have prepared and enclose for your review a form of Agreement to cover that, with such refinements as we would like to see in a continuing arrangement. Please review the enclosure and let me know if you have any concerns or questions. If the form of the Agreement looks okay, I would appreciate it if you would take it up with the City Council and I will also obtain the approval of the school board to the arrangement.

Thank you for your cooperation.

Best regards.

Very truly yours,

CARTWRIGHT, DRUKER & RYDEN

By Rex J Ryden
Rex J. Ryden

RJR:df
Enclosure
cc: James Lowrance

2014-161

# RESOLUTION APPROVING 28E MEMORANDUM OF AGREEMENT WITH MARSHALLTOWN COMMUNITY SCHOOL DISTRICT RELATING TO PUBLIC USE AND MAINTENANCE OF A PRIVATE STREET LOCALLY KNOWN AS BOBCAT BOULEVARD, AN EXTENSION OF SOUTH THIRD AVENUE

WHEREAS the City Council of Marshalltown, Iowa, has negotiated a Memorandum of Agreement pursuant to Chapter 28E of the Iowa Code with the Marshalltown Community School District; and

WHEREAS, the District is the owner of a private street situated generally between the east side of the District's Senior High School Building and the adjacent parking lot and athletic complex to the east and running from Olive Street in a northerly direction to connect with the south terminus of South Third Avenue at the north boundary line of the District's high school property, such street being locally referred to as South Third Avenue or Bobcat Boulevard; and

WHEREAS, such private street is a natural extension of South Third Avenue and has been used in the past as a public street and thoroughfare except on those occasions when the street has been closed by the District; and

WHEREAS, the District and the City have previously entered into various agreements relating to the maintenance of the said private street by the City and its use as a public thoroughfare, the most recent agreement being in effect from July 1, 1992 through June 30, 2012; and

WHEREAS, the parties each desire to extend the arrangement which has heretofore existed with respect to the maintenance and use of said private street; and

WHEREAS the City Council of Marshalltown finds that this Memorandum of Agreement is in the best interest of the City.

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

Section 1. The Memorandum of Agreement with the Marshalltown Community School District is approved in its entirety.

Section 2. That the Mayor and City Clerk are hereby authorized and directed to execute said Agreement on behalf of the City of Marshalltown.

Passed this __ day of ____________, 2014 and signed this __ day of _____________, 2014.

CITY OF MARSHALLTOWN, IOWA

_______________________________

James L. Lowrance, Mayor

ATTEST:

_______________________________

Shari L. Coughenour, CMC, City Clerk

# AGREEMENT

THIS AGREEMENT made and entered into by and between the Marshalltown Community School District (hereinafter referred to as "District") and the City of Marshalltown, Iowa (hereinafter referred to as "City"),

WITNESSETH:

WHEREAS, the District is the owner of a private street situated generally between the east side of the District's Senior High School Building and the adjacent parking lot and athletic complex to the east and running from Olive Street in a northerly direction to connect with the south terminus of South Third Avenue at the north boundary line of the District's high school property, such street being locally referred to as South Third Avenue or Bobcat or Bobcat Boulevard; and

WHEREAS, such private street is a natural extension of South Third Avenue and has been used in the past as a public street and thoroughfare except on those occasions when the street has been closed by the District; and

WHEREAS, the District and the City have previously entered into various agreements relating to the maintenance of the said private street by the City and its use as a public thorough, the most recent agreement being in effect from July 1, 1992 through June 30, 2012; and

WHEREAS, the parties each desire to extend the arrangement which has heretofore existed with respect to the maintenance and use of said private street and to modify the same in certain respects,

NOW, THEREFORE, IT IS AGREED, for and in consideration of One Dollar ($1.00) each paid to the other and for other good and valuable consideration, as follows:

1. The City will, at its sole cost and expense and for the duration of this Agreement, repair and maintain said private street as if it were a dedicated public way, which repair and

maintenance shall include, without limitation, the resurfacing of the street from time to time, as deemed necessary by the City and the plowing of snow and removal of snow and ice from said street; provided, however, that in the event the City determines in good faith that any resurfacing work is deemed necessary due to the 2014 Roundhouse Renovation Project or any future construction project undertaken in the area by the District, the District will assume that portion of the expense attributable to such District construction.

2. The City will post a speed limit of 15 miles per hour on said private street and will adopt an appropriate ordinance to enforce such speed limit.

3. The District shall keep the said street (measured from curb to curb) open for public use at all times, just as though it were a fully dedicated public way. The District reserves the right, however, after consultation with the City Engineer to establish at its expense, mark and maintain pedestrian crosswalks on the street and to install and maintain such "no parking" signs as the District may reasonably determine along the sides of said private street. The City shall have no enforcement duties with regard to such "no parking" designated areas.

4. The District shall be responsible at its sole cost and expense for maintenance and snow removal on the sidewalk areas adjacent to each side of the traveled portion of the private street, which areas are not included in this Agreement and which will continue to remain under the exclusive jurisdiction and control of the District.

5. This Agreement shall be effective upon its approval by both parties and shall continue in effect for a period of twenty years thereafter, but the same may be terminated at any time for any reason by either party upon 90 days prior written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below under their respective signatures.

MARSHALLTOWN COMMUNITY SCHOOL DISTRICT

By______________________________
Board President

By______________________________
Board Secretary

Date: ________________________

CITY OF MARSHALLTOWN, IOWA

By______________________________
James L. Lowrance, Mayor

Attest:

______________________________
Shari L. Coughenour, CMC, City Clerk

Date: ________________________

Tkm

# the City of Marshalltown

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

## DEPARTMENT OF PUBLIC WORKS

12/2/2014

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

From: Justin Nickel
Director of Public Works

**Re:** Vacation of the east-west alley running through Jerome's addition and the north-south alley lying immediately west of and adjacent to Lots 1,2 and 3, Block 9, Jerome's addition

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

**Recommendation:** Staff recommends approval of the vacation of the east-west alley in Jerome's addition and the north-south alley lying immediately west of and adjacent to Lots 1,2 and 3, Block 9, Jerome's addition.

**Background:** The east-west alley of Jerome's addition and the north-south alley lying immediately west of and adjacent to Lots 1,2 and 3, Block 9, Jerome's addition would be vacated and transferred to the Marshalltown Community School District subject to the easements and rights of way of utilities, and access to and maintenance of utilities.

**Budget Impact:** None

**Attachment:** Tentative Resolution providing for vacation

cc: Randy Wetmore, City Administrator

#2014-162

TENTATIVE RESOLUTION PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE TO THE PROPERTY HEREIN DESCRIBED FROM THE CITY OF MARSHALLTOWN, IOWA TO **MARSHALLTOWN COMMUNITY SCHOOL DISTRICT**

WHEREAS, the Council of the City of Marshalltown, Iowa finds it is in the best interest of the City and proposes to transfer property set out and described in Section 1 hereof to the adjacent property owners, **MARSHALLTOWN COMMUNITY SCHOOL DISTRICT**; and

WHEREAS, the consideration for the transfer of the real estate to **MARSHALLTOWN COMMUNITY SCHOOL DISTRICT**, as set forth in Section 1, is the full sum of **One and no/100** ($1.00) Dollars plus costs of transfer and publication, said sum payable to the City of Marshalltown; and

WHEREAS, the property being transferred by the City of Marshalltown, Iowa to **MARSHALLTOWN COMMUNITY SCHOOL DISTRICT** is real estate which is not being used to the full advantage of the City, and is not required for any other public purpose, and no rights of private persons will be adversely affected; and

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

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

Section 1. The City of Marshalltown, Iowa, by this Tentative Resolution, proposes to transfer and convey title by **QUIT CLAIM DEED** to the following described property **MARSHALLTOWN COMMUNITY SCHOOL DISTRICT** and said property is described as follows, to-wit:

**ADDRESS**
The east-west alley running through Block 9, Jerome's Addition to Marshall, Marshall County, Iowa, except the east 130 feet thereof; and

The north-south alley lying immediately west of and adjacent to Lots 1,2, and 3, Block 9, Jerome's Addition to Marshall, Marshall County, Iowa.

Section 2. That the consideration for the above-referred to real estate being transferred in Section 1 to **MARSHALLTOWN COMMUNITY SCHOOL DISTRICT**, shall be the sum of **One and no/100** ($1.00) Dollars, plus costs of transfer and publication, payable to the City of Marshalltown, Iowa.

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

Section 4. The City Clerk shall cause to be published the notice required by law, by publication once in the Marshalltown Times-Republican, a newspaper having general circulation in the City of Marshalltown, Iowa, the publication to be not less than four (4) days nor more than twenty (20) days prior to the date hereinafter fixed in the City Hall, 10 West State Street, Marshalltown, Iowa, on the **HEARING DATE**, to consider any and all comments filed with the City Clerk or made in open council to the proposal for conveyance as herein contained and to take final action thereon.

Passed this 29th day of December, 2014, and signed this __ day of December, 2014.

CITY OF MARSHALLTOWN

ATTEST: James L. Lowrance, Mayor

Shari L. Coughenour, City Clerk


N 4th ST.
N 5th ST.
SUMMIT ST
FREMONT ST
Vac.
Vac.
16.5
16.5

NOTICE OF INTENT TO VACATE, CONVEYANCE AND TRANSFER OF TITLE TO THE PROPERTY HEREIN DESCRIBED FROM THE CITY OF MARSHALLTOWN, IOWA TO **MARSHALLTOWN COMMUNITY SCHOOL DISTRICT**

NOTICE is hereby given that there is now before the City Council of Marshalltown, Iowa, a Resolution wherein it is proposed to vacate the area described below and to terminate the right of public use herein. That the area the City Council proposes to vacate is described as follows:

> The east-west alley running through Block 9, Jerome's Addition to Marshall, Marshall County, Iowa, except the east 130 feet thereof; and
>
> The north-south alley lying immediately west of and adjacent to Lots 1,2, and 3, Block 9, Jerome's Addition to Marshall, Marshall County, Iowa.

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

That the consideration for the above-referred to real estate being transferred to **MARSHALLTOWN COMMUNITY SCHOOL DISTRICT**, shall be the sum of **One and no/100** ($1.00) Dollars, plus costs of transfer and publication, payable to the City of Marshalltown, Iowa.

NOTICE is also given that upon adoption of the Resolution the City of Marshalltown, Iowa, will convey the vacated property to the adjacent property owners, to-wit: Marshalltown Community School District in the County of Marshall, State of Iowa.

NOTICE is further given that the Resolution will come before the Council for Final action and public hearing on the 12th day of January, 2015, at 5:30 PM, Central Standard Time, in the Council Chambers, at 10 W State Street, Marshalltown, Iowa, on the **12th day of January, 2015**, to consider any and all comments filed with the City Clerk at that time.

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

Rsw

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

the City of Marshalltown

## DEPARTMENT OF PUBLIC WORKS

November 25, 2014

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

From: Justin Nickel
Director of Public Works

**Re:** Prj # 76014004 - Change Order #1 and Statement of Completion – OMG Midwest Inc., dba Cessford Construction for construction services for the 2014 Mill and Overlay Project in the City of Marshalltown.

**Policy Issue:** City policy requires Governing Body approval of all Change Orders and Certificates of Completion.

**Recommendation:** Staff recommends approving Change Order #1 and the Statement of Completion with OMG Midwest Inc., dba Cessford Construction for construction services for the 2014 Mill and Overlay Project in the City of Marshalltown.

**Background:** Work was completed to satisfaction with the contract. This Change Order #1 and the Statement of Completion are being recommended for approval.

**Budget Impact:** The Road Use Tax has sufficient funds included in RUT 206750 for the improvements of this project.

**Attachment:** Change Order #1 and Statement of Completion

cc: Randy Wetmore, City Administrator

2014-163

RESOLUTION APPROVING CONTRACT CHANGE ORDER #1
FOR THE 2014 MILL AND OVERLAY PROJECT NUMBER 76014004
AN INCREASE OF $29,149.10

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with OMG Midwest Inc., dba Cessford Construction of Marshalltown, IA, for the labor and material for the 2014 Mill and Overlay, Project 76014004; and

WHEREAS An increase is requested for adjust for final quantities to successfully complete the project for the 2014 Mill and Overlay Project in the amount of $29,149.10.

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

Section1. That the contract Change Order #1 for the 2014 Mill and Overlay Project 76014004, in the increased amount of $29,149.10 is hereby accepted and approved.

Passed this 29th day of December, 2014 and signed this _____ day of_____________ 20____.

CITY OF MARSHALLTOWN, IOWA

______________________________
James L. Lowrance, Mayor

ATTEST:

______________________________
Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN
PROJECT NO. 76014004
2014 Mill and Overlay Project

Change Order 1
(Final Quantities)

CONTRACTOR: OMG Midwest Inc., Cessford Construction

CONTRACT AMOUNT: $ 539,371.53

| ITEM NO. | ITEM | QUANTITY | UNIT | CONTRACT PRICE | COMPLETE TO DATE | DOLLAR AMOUNT |
|---|---|---|---|---|---|---|
| 1 | Pavement Scarification | 17,984.0 | SY | $ 2.95 | 19,773.0 | $ 58,330.35 |
| 2 | Cleaning and Preparation of Base | 2.0 | MILE | $ 10,837.69 | 2.2 | $ 23,842.92 |
| 3 | HMA Surface Course, 1/2" Mix (1,000,000 ESAL, Type A) 1 1/2" Depth | 3,540.0 | TON | $ 62.27 | 4,071.1 | $ 253,507.40 |
| 4 | Asphalt Binder, PG-64-22 | 212.0 | TON | $ 584.50 | 219.9 | $ 128,531.55 |
| 5 | Full Depth Patch | 600.0 | SY | $ 70.18 | 227.0 | $ 15,930.86 |
| 6 | Sanitary Sewer Risers | 25.0 | EA | $ 350.00 | 29.0 | $ 10,150.00 |
| 7 | Manhole BoxOut, W/ Wrapid Seal (Reuse Existing Ring & Cover) | 25.0 | EA | $ 2,000.00 | 29.0 | $ 58,000.00 |
| 8 | Traffic Control | 1.0 | LS | $ 8,899.43 | 1.0 | $ 8,899.43 |
| 9 | Mobilization | 1.0 | LS | $ 10,536.12 | 1.0 | $ 10,536.12 |
| | | | | | Total Items 1-9 | $ 567,728.63 |

EXTRA WORK ORDER

| ITEM NO. | ITEM | QUANTITY | UNIT | UNIT PRICE | COMPLETE TO DATE | DOLLAR AMOUNT |
|---|---|---|---|---|---|---|
| 1 | 30" Curb & Gutter | 24.0 | LF | $ 33.00 | 24.0 | $ 792.00 |
| | | | | | Total | $ 792.00 |

| | |
|---|---|
| Total Cost | $568,520.63 |
| Original Contract Amount | $539,371.53 |
| Final Quantities Cost Adjustment | $29,149.10 |
| **NEW CONTRACT AMOUNT** | $568,520.63 |

Approved By
Contractor

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

# CHANGE ORDER

OWNER: CITY OF MARSHALLTOWN, IOWA
DEPARTMENT OF PUBLIC WORKS

CONTRACTOR: OMG Midwest Inc.
dba Cessford Construction
2320 Zeller Ave.
LeGrand Iowa, 50142

PROJECT: 2014 MILL & OVERLAY

**SUBJECT: CHANGE ORDER #1**

PROJECT NUMBER: 76014004

DATE: December 1, 2014

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

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

**CONTRACT ITEMS:**

7001) Increase the amount of **Pavement Scarification** by 1,789.0 square yards
7002) Increase the amount of **Cleaning and Preparation of base** by 0.2 miles
7003) Increase the amount of **HMA Surface Course, 1/2" Mix (1,000,000 ESAL, Type A)** by 531.1 Tons
7004) Increase the amount of **Asphalt Binder (PG-64-22)** by 7.9 Tons
7005) Decrease the amount of **Full Depth Patch** by 373.0 square yards
7006) Increase the amount of **Sanitary Sewer Risers,** by 4.0 each
7007) Increase the amount of **Manhole Box Out, W/Wrapid Seal** by 4.0 each

**NON CONTRACT ITEMS:**

8001) Adding 24 linear feet of **30" Curb and Gutter**

**B) REASON FOR ORDERING CHANGES OR EXTRA WORK:**

**CONTRACT ITEMS:**

7001) The increase in the amount of Pavement Scarification was due to the inclusion of Bohen St. from S. Center St. to S. 3rd Ave.
7002) The increase in the amount of Cleaning and Preparation of Base was due the inclusion of Bohen St. from S. Center St. to S. 3rd Ave.
7003) The increase in the amount of HMA Surface Course, 1/2" Mix (1,000,000 ESAL, Type A) was due to the inclusion of Bohen St. from S. Center St. to S. 3rd Ave.
7004) The increase in the amount of Asphalt Binder (PG-64-22) was due to the inclusion of Bohen St. from S. Center St. to S. 3rd Ave.
7005) The decrease in the amount of Full Depth Patch was due to finding less than anticipated poor sub-grade.
7006) The increase in the amount of Sanitary Sewer Risers was due to the inclusion of Bohen St. from S. Center St. to S. 3rd Ave.
7007) The increase in the amount of Manhole Boxout, W/Wrapid Seal was due to the inclusion of Bohen St. from S. Center St. to S. 3rd. Ave.

**NON CONTRACT ITEMS:**

8001) The inclusion of 30" Curb and Gutter was needed to repair a section of curb and gutter adjacent to a full depth patch.

| | | |
|---|---|---|
| Original Contract Price: | $ | 539,371.53 |
| Change Order #1 Net Value: | $ | 28,357.10 |
| Non-Contract Item: | $ | 792.00 |
| Final Contract Price: | **$** | **568,520.63** |

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

CONTRACTOR: OMG Midwest Inc. dba Cessford Construction

BY: ______________________

DATE: ______________________

CITY ENGR: ______________________

DATE: ______________________

PROJECT ENGR: ______________________

DATE: ______________________

Rsw

2014-164

RESOLUTION APPROVING CERTIFICATE OF COMPLETION
AND FINAL PROJECT COSTS WITH OMG MIDWEST INC.,
DBA CESSFORD CONSTRUCTION. IN THE AMOUNT OF $568,520.63 FOR
CONSTRUCTION OF THE 2014 MILL AND OVERLAY PROJECT
IN THE CITY OF MARSHALLTOWN, IOWA,
BEING PROJECT NO. 76014004

WHEREAS, the City of Marshalltown, Iowa has heretofore entered into a contract for labor and material for the 2014 Mill and Overlay Project.

WHEREAS, said project has been completed by OMG Midwest Inc., dba as Cessford Construction of Le Grand, Iowa, pursuant to the plans and specifications covering said project.

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

That the labor and material for the 2014 Mill and Overlay Project, being project number 76014004, is hereby accepted pursuant to the Engineer's Statement of Completion for the final project cost of $568,520.63

BE IT FURTHER RESOLVED that the Mayor and City Clerk is hereby authorized and directed to do all things necessary to complete the contract with OMG Midwest Inc., dba Cessford Construction, including the payment of the items called for in said contract and approved for final payment.

Passed this 29th day of December, 2014 and signed this _____day of_________ 20___.

CITY OF MARSHALLTOWN, IOWA

_______________________________

James L. Lowrance, Mayor

ATTEST:

_______________________________

Shari L. Coughenour, CMC, City Clerk

# CITY OF MARSHALLTOWN, IOWA

CERTIFICATE OF COMPLETION AND
FINAL ACCEPTANCE WORK

CONTRACTOR: OMG Midwest Inc., dba Cessford Construction PROJECT NO.: 76014004

ADDRESS: 2320 Zeller Ave. LeGrand, IA 50142

SURETY: XL Specialty Insurance Co.

ADDRESS: 15 W. South Temple, STE. 700 Salt Lake City, UT 84101

KIND OF WORK: Asphalt Street Mill & Overlay Repair

CONTRACT COMPLETION DATE: September 30, 2014

This is to certify that the work covered by the contract with OMG Midwest Inc., dba Cessford Const. On the above project, let June 3, 2014 and dated June 23, 2014 with an original contract amount of $539,371.53 consisting of 2014 Mill and Overlay Project and located in the City of Marshalltown was completed on the 30th day of September, 2014 and that the materials listed on the attached final estimate were delivered and placed by the Contractor.

Final Contract Amount: $568,520.63 Liquidated Damages: None

Retainage less the liquidated damages: $28,426.03

Tax Form ST-172 Rec'd X Lien Waivers Received: None I hereby further certify that this report was prepared by me or under my direct personal supervision and that I am a duly registered Professional Engineer under the laws of the State of Iowa and I hereby recommend acceptance of this work.

Signed: Justin E. Nickel Iowa Reg. No. 18950 Date: 12/3/14

Justin E. Nickel, PE, City Engineer

APPROVED AND WORK ACCEPTED BY THE CITY OF MARSHALLTOWN, IOWA

By: ____________________________________

James L. Lowrance, Mayor

Attest: ____________________________________

Shari L. Coughenour, CMC, City Clerk

7(4)(a)

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

the City of Marshalltown

# DEPARTMENT OF PUBLIC WORKS

November 25, 2014

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

From: Justin Nickel
Director of Public Works

**Re:** Prj # 76014005 – Change Order #1 and Statement of Completion – Day Construction Services, LLC for construction services for the 2014 Concrete Repair in the City of Marshalltown.

**Policy Issue:** City policy requires Governing Body approval of all Change Orders and Certificates of Completion.

**Recommendation:** Staff recommends approving Change Order #1 and the Statement of Completion with Day Construction Services, LLC for construction services for the 2014 Concrete Repair in the City of Marshalltown.

**Background:** Work was completed to satisfaction with the contract. This Change Order #1 and the Statement of Completion are being recommended for approval.

**Budget Impact:** The Road Use Tax has sufficient funds included in RUT 206750 for the improvements of this project.

**Attachment:** Change Order #1 and Statement of Completion

cc: Randy Wetmore, City Administrator

Raw

2014-165

RESOLUTION APPROVING CONTRACT CHANGE ORDER #1 FOR CONCRETE REPAIR 2014 PROJECT NUMBER 76014005 AN INCREASE OF $22,193.21

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Day Construction Services, LLC., of Marshalltown, IA, for the labor and material for the Concrete Repair 2014 Project 76014005; and

WHEREAS an increase is requested for final quantity adjustment for the Concrete Repair 2014 Project in the amount of $22,193.21.

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

Section1. That the contract Change Order #1 for the Concrete Repair 2014 Project 76014005, in the increased amount of $22,193.21 is hereby accepted and approved.

Passed this 29th day of December, 2014 and signed this _____ day of _____________ 2014.

CITY OF MARSHALLTOWN, IOWA

James L Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

# CHANGE ORDER

OWNER: CITY OF MARSHALLTOWN, IOWA
DEPARTMENT OF PUBLIC WORKS

CONTRACTOR: Day Construction Services, LLC
1721 Taylor Ave.
Marshalltown, IA 50158

PROJECT: 2014 Concrete Repair Project

**SUBJECT: CHANGE ORDER #1**

PROJECT NUMBER 76014005

DATE: November 5th, 2014

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

**A) DESCRIPTION OF CHANGES:**

**CONTRACT ITEMS:**
CONTRACT ITEM 1: Increase Full Depth PCC Patch by 274.8 SY
CONTRACT ITEM 2: Increase Curb and Gutter, 30" PCC, by 23.0 LF
CONTRACT ITEM 3: Increase Sidewalk, 6" PCC, replacement by 20.0 SF

**B) REASON FOR ORDERING CHANGES:**

**CONTRACT ITEMS:**
CONTRACT ITEM 1: Final measured quantity required to complete the project.
CONTRACT ITEM 2: Final measured quantity required to complete the project.
CONTRACT ITEM 3: Final measured quantity required to complete the project.

| | |
|---|---|
| Original Contract Price: | $258,670.10 |
| Change Order #1 Net Value: | $22,193.21 |
| **New Contract Price:** | **$280,863.31** |

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

CONTRACTOR:Day Construction Services, LLC

BY: ______________________

DATE: ______________________

CITY ENGR: ______________________

DATE: ______________________

PROJECT ENGR: ______________________

DATE: ______________________

CHANGE ORDER #1
(FINAL QUANTITIES)

**CITY OF MARSHALLTOWN**
**PROJECT NO. 76014005**
**2014 CONCRETE REPAIR PROJECT**

CONTRACTOR: **DAY CONST. SERVS., LLC**

**CONTRACT AMOUNT: $258,670.10**

| ITEM NO. | ITEM | QUANTITY | UNIT | CONTRACT PRICE | COMPLETE TO DATE | DOLLAR AMOUNT |
|---|---|---|---|---|---|---|
| 1 | FULL DEPTH PATCH, 8" PCC, w/6" GRANULAR BASE | 2,622.0 | SY | $86.55 | 2,896.8 | $250,718.04 |
| 2 | CURB AND GUTTER, 30" PCC | 210.0 | LF | $32.50 | 233.0 | $7,572.50 |
| 3 | SIDEWALK, 6" PCC AND DETECTABLE WARNING PANEL (2 - 2'x4') | 108.0 | SF | $10.75 | 128.0 | $1,376.00 |
| 4 | TRAFFIC CONTROL | 1.0 | LS | $10,000.00 | 1.0 | $10,000.00 |
| 5 | SEED, FERTILIZE, AND MULCH | 1.0 | LS | $4,000.00 | 1.0 | $4,000.00 |
| 6 | MOBILIZATION | 1.0 | LS | $9,750.00 | 1.0 | $9,750.00 |
| | | | | | Total Items 1-6 | $283,416.54 |

| | |
|---|---|
| Total Cost | $283,416.54 |
| Original Contract Amount | $258,670.10 |
| Final Quantities Cost Adjustment | $24,746.44 |
| Less Contractor's Requested Changes | $2,553.23 |
| Overall Quantities Cost Adjustment | $22,193.21 |

**NEW CONTRACT AMOUNT $280,863.31**

APPROVED BY
CONTRACTOR

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

Rvsd

2014-166

RESOLUTION APPROVING CERTIFICATE OF COMPLETION
AND FINAL PROJECT COSTS WITH DAY CONSTRUCTION SERVICES, LLC.,
IN THE AMOUNT OF $280,863.31 FOR CONSTRUCTION OF THE
CONCRETE REPAIR 2014 PROJECT IN THE CITY OF
MARSHALLTOWN, IOWA,
BEING PROJECT NO. 76014005

WHEREAS, the City of Marshalltown, Iowa has heretofore entered into a contract for labor and material for the Concrete Repair 2014 Project.

WHEREAS, said project has been completed by Day Construction Services, LLC., of Marshalltown, Iowa, pursuant to the plans and specifications covering said project.

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

That the labor and material for the Concrete Repair 2014 , being project number 76014005, is hereby accepted pursuant to the Engineer's Statement of Completion for the final project cost of $280,863.31.

BE IT FURTHER RESOLVED that the Mayor and City Clerk is hereby authorized and directed to do all things necessary to complete the contract with Day Construction Services, LLC., including the payment of the items called for in said contract and approved for final payment.

Passed this 29th day of December, 2014 and signed this _____day of _________ 20___.

CITY OF MARSHALLTOWN, IOWA

______________________________

James L. Lowrance, Mayor

ATTEST:

______________________________

Shari L. Coughenour, CMC, City Clerk

# CITY OF MARSHALLTOWN, IOWA

CERTIFICATE OF COMPLETION AND
FINAL ACCEPTANCE WORK

CONTRACTOR: Day Construction Services, LLC PROJECT NO.: 76014005

ADDRESS: 1721 Taylor Ave., Marshalltown, IA. 50158

SURETY: AMCO Insurance Company, Independent Insurance Co.

ADDRESS: 11 E Church St., Marshalltown, IA 50158

KIND OF WORK: Concrete Street Repair

CONTRACT COMPLETION DATE: September 30, 2014

This is to certify that the work covered by the contract with Day Construction Services, LLC On the above project, let June 3, 2014 and dated June 23, 2014 with an original contract amount of $258,670.10 consisting of 2014 Concrete Repair Project and located in the City of Marshalltown was completed on the 30th day of September, 2014 and that the materials listed on the attached final estimate were delivered and placed by the Contractor.

Final Contract Amount: $280,863.31 Liquidated Damages: None

Retainage less the liquidated damages: $14,043.17

Tax Form ST-172 Rec'd X Lien Waivers Received: None I hereby further certify that this report was prepared by me or under my direct personal supervision and that I am a duly registered Professional Engineer under the laws of the State of Iowa and I hereby recommend acceptance of this work.

Signed: Justin E. Nickel Iowa Reg. No. 18950 Date: 12/3/14

Justin E. Nickel, PE, City Engineer

APPROVED AND WORK ACCEPTED BY THE CITY OF MARSHALLTOWN, IOWA

By: ______________________

James L. Lowrance, Mayor

Attest: ______________________

Shari L. Coughenour, CMC, City Clerk

Rcvd

the City of Marshalltown

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

# DEPARTMENT OF PUBLIC WORKS

November 25, 2014

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

From: Justin Nickel
Director of Public Works

**Re:** Prj # 76014006 - Change Order #1 and Statement of Completion – Con-Struct, Inc. for construction services for the 2014 Concrete Repair, TIF District 3, in the City of Marshalltown.

**Policy Issue:** City policy requires Governing Body approval of all Change Orders and Certificates of Completion.

**Recommendation:** Staff recommends approving Change Order #1 and the Statement of Completion with Con-Struct, Inc. for construction services for the 2014 Concrete Repair, TIF District 3, in the City of Marshalltown.

**Background:** Work was completed to satisfaction with the contract. This Change Order #1 and the Statement of Completion are being recommended for approval.

**Budget Impact:** TIF District #3 Fund has sufficient funds for the improvements of this project.

**Attachment:** Change Order #1 and Statement of Completion

cc: Randy Wetmore, City Administrator

RECD

2014-167

RESOLUTION APPROVING CONTRACT CHANGE ORDER #1 FOR THE
2014 CONCRETE REPAIR TIF DISTRICT 3 PROJECT NUMBER 76014006
A DECREASE OF $20,262.50

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Con-Struct, Inc., of Marshalltown, IA, for the labor and material for the 2014 Concrete Repair TIF District 3 Project 76014006; and

WHEREAS a decrease is requested for final quantity adjustments for the 2014 Concrete Repair TIF District 3 Project in the amount of $20,262.50.

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

Section1. That the contract Change Order #1 for the 2014 Concrete Repair TIF District 3 Project 76014006, in the decreased amount of $20,262.50 is hereby accepted and approved.

Passed this 29th day of December, 2014 and signed this _____ day of __________ 20___.

CITY OF MARSHALLTOWN, IOWA

______________________________
James L. Lowrance, Mayor

ATTEST:

______________________________
Shari L. Coughenour, CMC, City Clerk

# CHANGE ORDER

OWNER: CITY OF MARSHALLTOWN, IOWA
DEPARTMENT OF PUBLIC WORKS

50158

CONTRACTOR: CON-STRUCT, INC.
1710 E. MAIN STREET
MARSHALLTOWN, IOWA

PROJECT: 2014 CONCRETE REPAIR
TIF DISTRICT 3

**SUBJECT: CHANGE ORDER #1**
FINAL QUANTITIES

PROJECT NUMBER 76014006

DATE: November 18, 2014

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

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

**CONTRACT ITEMS AS BELOW:**
7001) CONTRACT ITEM 1: Decrease the amount of Full Depth Patch by 222.0 square yards.
7002) CONTRACT ITEM 2: Decrease the amount of Full Depth Patch + 2% Cl by 152.3 square yards.
7003) CONTRACT ITEM 4: Increase the amount of Joint & Crack Cleaning and Sealing 6,423.0 linear feet.

**B) REASON FOR ORDERING CHANGES OR EXTRA WORK:**

**CONTRACT ITEMS AS BELOW:**
7001) CONTRACT ITEM 1: Quantity adjustment based on actual work complete for this bid item.
7002) CONTRACT ITEM 2: Quantity adjustment based on actual work complete for this bid item.
7003) CONTRACT ITEM 4: Quantity adjustment based on actual work complete for this bid item.

| | |
|---|---|
| Original Contract Price: | $ 293,580.00 |
| Change Order #1 Net Value: | - $ 20,262.50 |
| **Final Contract Price:** | **$ 273,317.50** |

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

CONTRACTOR: CON-STRUCT, INC.

BY: ______________________

DATE: ______________________

CITY ENGR: ______________________

DATE: ______________________

PROJECT ENGR: ______________________

DATE: ______________________

CHANGE ORDER #1
(FINAL QUANTITIES)

**CITY OF MARSHALLTOWN**
**PROJECT NO. 76014005**
**2014 CONCRETE REPAIR PROJECT**

CONTRACTOR: **DAY CONST. SERVS., LLC**

**CONTRACT AMOUNT: $258,670.10**

| ITEM NO. | ITEM | QUANTITY | UNIT | CONTRACT PRICE | COMPLETE TO DATE | DOLLAR AMOUNT |
|---|---|---|---|---|---|---|
| 1 | FULL DEPTH PATCH, 8" PCC, w/6" GRANULAR BASE | 2,622.0 | SY | $86.55 | 2,896.8 | $250,718.04 |
| 2 | CURB AND GUTTER, 30" PCC | 210.0 | LF | $32.50 | 233.0 | $7,572.50 |
| 3 | SIDEWALK, 6" PCC AND DETECTABLE WARNING PANEL (2 - 2'x4') | 108.0 | SF | $10.75 | 128.0 | $1,376.00 |
| 4 | TRAFFIC CONTROL | 1.0 | LS | $10,000.00 | 1.0 | $10,000.00 |
| 5 | SEED, FERTILIZE, AND MULCH | 1.0 | LS | $4,000.00 | 1.0 | $4,000.00 |
| 6 | MOBILIZATION | 1.0 | LS | $9,750.00 | 1.0 | $9,750.00 |
| | | | | | Total Items 1-6 | $283,416.54 |

| | |
|---|---|
| Total Cost | $283,416.54 |
| Original Contract Amount | $258,670.10 |
| Final Quantities Cost Adjustment | $24,746.44 |
| Less Contractor's Requested Changes | $2,553.23 |
| Overall Quantities Cost Adjustment | $22,193.21 |

**NEW CONTRACT AMOUNT $280,863.31**

APPROVED BY
CONTRACTOR

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

TNW

2014-168

RESOLUTION APPROVING CERTIFICATE OF COMPLETION
AND FINAL PROJECT COSTS WITH CON-STRUCT, INC.,
IN THE AMOUNT OF $273,317.50 FOR CONSTRUCTION OF THE
2014 CONCRETE REPAIR TIF DISTRICT 3 PROJECT IN THE CITY OF
MARSHALLTOWN, IOWA,
BEING PROJECT NO. 76014006

WHEREAS, the City of Marshalltown, Iowa has heretofore entered into a contract for labor and material for the 2014 Concrete Repair TIF District 3 Project.

WHEREAS, said project has been completed by Con-Struct, Inc., of Marshalltown, Iowa, pursuant to the plans and specifications covering said project.

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

That the labor and material for the 2014 Concrete Repair TIF District 3, being project number 76014006, is hereby accepted pursuant to the Engineer's Statement of Completion for the final project cost of $273,317.50.

BE IT FURTHER RESOLVED that the Mayor and City Clerk is hereby authorized and directed to do all things necessary to complete the contract with Con-Struct Inc., including the payment of the items called for in said contract and approved for final payment.

Passed this 29th day of December, 2014 and signed this _____day of_________, 20__.

CITY OF MARSHALLTOWN, IOWA

______________________________
James L. Lowrance, Mayor

ATTEST:

______________________________
Shari L. Coughenour, CMC, City Clerk

# CITY OF MARSHALLTOWN, IOWA

CERTIFICATE OF COMPLETION AND
FINAL ACCEPTANCE WORK

CONTRACTOR: CON-STRUCT, INC. PROJECT NO.: 76014006

ADDRESS: 1710 E. Main Street, Marshalltown, IA. 50158

SURETY: Merchants Bonding Company

ADDRESS: 2100 Fleur Dr. Des Moines, IA. 50321

KIND OF WORK: Concrete Street Repair

CONTRACT COMPLETION DATE: June 30, 2014

This is to certify that the work covered by the contract with Con-Struct, Inc.

On the above project, let May 15th, 2014 and dated May 29th, 2014 with an original contract amount of $293,580.00 consisting of 2014 Concrete Repair Project, TIF District 3 and located in TIF District 3 in the City of Marshalltown was completed on the 30th day of June, and that the materials listed on the attached final estimate were delivered and placed by the Contractor.

Final Contract Amount: $273,317.50 Liquidated Damages: None

Retainage less the liquidated damages: $13,665.88

Tax Form ST-172 Rec'd X Lien Waivers Received: None I hereby further certify that this report was prepared by me or under my direct personal supervision and that I am a duly registered Professional Engineer under the laws of the State of Iowa and I hereby recommend acceptance of this work.

Signed: Justin E. Nickel Iowa Reg. No. 18950 Date: 12/3/14

Justin E. Nickel, PE, City Engineer

APPROVED AND WORK ACCEPTED BY THE CITY OF MARSHALLTOWN, IOWA

By: ______________________________

James L. Lowrance, Mayor

Attest: ______________________________

Shari L. Coughenour, CMC, City Clerk

TDW

the City of Marshalltown

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

# DEPARTMENT OF PUBLIC WORKS

December 2, 2014

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

From: Justin Nickel
Director of Public Works

**Re:** Prj # 76012003 - Change Order #1 and Statement of Completion – OMG Midwest Inc., dba Cessford Construction for construction services for the 2012 G.O. Bond Mill and Overlay Project in the City of Marshalltown.

**Policy Issue:** City policy requires Governing Body approval of all Change Orders and Certificates of Completion.

**Recommendation:** Staff recommends approving Change Order #1 and the Statement of Completion with OMG Midwest Inc., dba Cessford Construction for construction services for the 2012 G.O. Bond Mill and Overlay Project in the City of Marshalltown.

**Background:** Work was completed to satisfaction with the contract. This Change Order #1 and the Statement of Completion are being recommended for approval.

**Budget Impact:** The 2012 G.O. Bond has sufficient funds included for the improvements of this project.

**Attachment:** Change Order #1 and Statement of Completion

cc: Randy Wetmore, City Administrator

R-dew

2014-169

RESOLUTION APPROVING CONTRACT CHANGE ORDER #1
FOR THE 2012 MILL AND OVERLAY PROJECT NUMBER 76012003
A DECREASE OF $24,309.81

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with OMG Midwest Inc., dba Cessford Construction of Marshalltown, IA, for the labor and material for the 2012 Mill and Overlay, Project 76012003; and

WHEREAS A decrease is requested for adjust for final quantities to successfully complete the project for the 2012 Mill and Overlay Project in the amount of $24,309.81.

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

Section1. That the contract Change Order #1 for the 2012 Mill and Overlay Project 76012003, in the decreased amount of $24,309.81 is hereby accepted and approved.

Passed this 29th day of December, 2014 and signed this _____ day of __________ 20___.

CITY OF MARSHALLTOWN, IOWA

______________________________
James L. Lowrance, Mayor

ATTEST:

______________________________
Shari L. Coughenour, CMC, City Clerk

# CHANGE ORDER

OWNER: CITY OF MARSHALLTOWN, IOWA
DEPARTMENT OF PUBLIC WORKS

CONTRACTOR: OMG Midwest Inc.
dba Cessford Construction
2320 Zeller Ave.
LeGrand Iowa, 50142

PROJECT: 2012 MILL & OVERLAY

**SUBJECT: CHANGE ORDER #1**

PROJECT NUMBER: 76012003

DATE: December 1, 2014

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

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

**CONTRACT ITEMS:**

7001) Increase the amount of **Pavement Scarification** by 1,712.4 square yards
7002) Increase the amount of **Cleaning and Preparation of base** by 0.1 miles
7003) Increase the amount of **HMA Surface Course, 1/2" Mix (1,000,000 ESAL, Type A)** by 500.84 Tons
7004) Increase the amount of **HMA Surface Course, 3/8" Mix (1,000,000 ESAL, Type A)** by 105.02 Tons
7005) Decrease the amount of **Asphalt Binder (PG-64-22)** by 18.03 Tons
7006) Decrease the amount of **Manhole Boxout** by 6.0 each
7007) Decrease the amount of **Manhole Boxout, W/Wrapid Seal** by 8.0 each

**B) REASON FOR ORDERING CHANGES OR EXTRA WORK:**

**CONTRACT ITEMS:**

7001) The increase in the amount of Pavement Scarification was due to final quantities.
7002) The increase in the amount of Cleaning and Preparation of Base was due to final quantities.
7003) The increase in the amount of HMA Surface Course, 1/2" Mix (1,000,000 ESAL, Type A) was due to final quantities.
7004) The decrease in the amount of HMA Surface Course, 3/8" Mix (1,000,000 ESAL, Type A) was due to final quantities.
7005) The decrease in the amount of Sanitary Sewer Riser Rings was due to final quantities.
7006) The decrease in the amount of Manhole Boxout was due to final quantities.
7007) The decrease in the amount of Manhole Boxout, W/Wrapid Seal was due to final quantities.

| | |
|---|---|
| Original Contract Price: | $ 2,026,861.80 |
| Change Order #1 Net Value: | $ - 24,309.81 |
| Final Contract Price: | **$ 2,002,551.99** |

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

CONTRACTOR: OMG Midwest Inc. dba Cessford Construction

BY: ______________________

DATE: ______________________

CITY ENGR: ______________________

DATE: ______________________

PROJECT ENGR: ______________________

DATE: ______________________

**CITY OF MARSHALLTOWN**
**PROJECT NO. 76012003**
**2012 Mill and Overlay Project**

**CHANGE ORDER #1**

CONTRACTOR: OMG Midwest Inc., Cessford Construction

**CONTRACT AMOUNT: $2,026,861.80**

| ITEM NO. | ITEM | QUANTITY | UNIT | CONTRACT PRICE | COMPLETE TO DATE | DOLLAR AMOUNT |
|---|---|---|---|---|---|---|
| 1 | Pavement Scarification, 1 1/2" and 3" Depth | 123,635.0 | SY | $2.80 | 125,407.40 | $351,140.72 |
| 2 | Cleaning and Preparation of Base | 6.5 | MILE | $9,500.00 | 6.51 | $61,845.00 |
| 3 | HMA Intermediate Course, 1/2" Mix (1,000,000 ESAL, Type A) 1 1/2" Depth | 3,698.0 | TON | $56.09 | 4,198.84 | $235,512.94 |
| 4 | HMA Surface Course, 3/8" Mix (1,000,000 ESAL, Type A) 3" Depth | 11,927.0 | TON | $57.52 | 11,821.98 | $680,000.29 |
| 5 | Asphalt Binder, PG-64-22 | 938.0 | TON | $633.33 | 919.97 | $582,644.60 |
| 6 | Manhole Boxout (Only) | 10.0 | EA | $2,222.22 | 4.00 | $8,888.88 |
| 7 | Manhole Replacement with Wrap & Boxout | 10.0 | EA | $3,333.33 | 2.00 | $6,666.66 |
| 8 | Traffic Control | 1.0 | LS | $42,434.31 | 1.00 | $42,434.31 |
| 9 | Mobilization | 1.0 | LS | $33,418.59 | 1.00 | $33,418.59 |

| | |
|---|---|
| Total Items 1-9 | $2,002,551.99 |
| Total Cost | $2,002,551.99 |
| Original Contract Amount | $2,026,861.80 |
| Final Quantities Cost Adjustment | ($24,309.81) |

**NEW CONTRACT AMOUNT $2,002,551.99**

APPROVED BY
CONTRACTOR: CESSFORD CONSTRUCTION

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

TRW

2014-170

RESOLUTION APPROVING CERTIFICATE OF COMPLETION
AND FINAL PROJECT COSTS WITH OMG MIDWEST INC.,
DBA CESSFORD CONSTRUCTION. IN THE AMOUNT OF $2,002,551.99 FOR
CONSTRUCTION OF THE 2012 MILL AND OVERLAY PROJECT
IN THE CITY OF MARSHALLTOWN, IOWA,
BEING PROJECT NO. 76012003

WHEREAS, the City of Marshalltown, Iowa has heretofore entered into a contract for labor and material for the 2012 Mill and Overlay Project.

WHEREAS, said project has been completed by OMG Midwest Inc., dba as Cessford Construction of Le Grand, Iowa, pursuant to the plans and specifications covering said project.

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

That the labor and material for the 2012 Mill and Overlay Project, being project number 76012003, is hereby accepted pursuant to the Engineer's Statement of Completion for the final project cost of $2,002,551.99

BE IT FURTHER RESOLVED that the Mayor and City Clerk is hereby authorized and directed to do all things necessary to complete the contract with OMG Midwest Inc., dba Cessford Construction, including the payment of the items called for in said contract and approved for final payment.

Passed this 29th day of December, 2014 and signed this _____day of___________20___.

CITY OF MARSHALLTOWN, IOWA

______________________________

James L. Lowrance, Mayor

ATTEST:

______________________________

Shari L. Coughenour, CMC, City Clerk

# CITY OF MARSHALLTOWN, IOWA

CERTIFICATE OF COMPLETION AND
FINAL ACCEPTANCE WORK

CONTRACTOR: OMG Midwest Inc., dba Cessford Construction PROJECT NO.: 76012003

ADDRESS: 2320 Zeller Ave. LeGrand, IA 50142

SURETY: XL Specialty Insurance Co.

ADDRESS: 15 W. South Temple, STE. 700 Salt Lake City, UT 84101

KIND OF WORK: Asphalt Street Mill & Overlay Repair

CONTRACT COMPLETION DATE: October 13, 2012

This is to certify that the work covered by the contract with OMG Midwest Inc., dba Cessford Const. On the above project, let July 9, 2012 and dated July 10, 2012 with an original contract amount of $2,026,861.80 consisting of 2012 G.O. Bonds Mill and Overlay Project and located in the City of Marshalltown was completed on the 21st day of October, 2012 and that the materials listed on the attached final estimate were delivered and placed by the Contractor.

Final Contract Amount: $2,002,551.99 Liquidated Damages: $ 11,000

Retainage less the liquidated damages: $ 89,127.60

Tax Form ST-172 Rec'd X Lien Waivers Received: None I hereby further certify that this report was prepared by me or under my direct personal supervision and that I am a duly registered Professional Engineer under the laws of the State of Iowa and I hereby recommend acceptance of this work.

Signed: Justin E. Nickel Iowa Reg. No. 18950 Date: 12/3/14

Justin E. Nickel, PE, City Engineer

APPROVED AND WORK ACCEPTED BY THE CITY OF MARSHALLTOWN, IOWA

By: ______________________________

James L. Lowrance, Mayor

Attest: ______________________________

Shari L. Coughenour, CMC, City Clerk

Rdw

| | |
|---|---|
| To: | City Council, Mayor and City Administrator |
| From: | Terry Gray, Parks and Recreation |
| Date: | 12/18/14 |
| Subject: | Aquatic Center Review |

## 2014 Aquatic Center Review

- Attendance was 23,718 (down 8218 from last year)
- Open 45 days out of 73 days scheduled - closed or partially closed 28 days
- Total revenue was $100,412 (down $26,516 from last year)
- Total expenses were $163,746 (down $4567 from last year)
- Season pass sales have plummeted. 208 passes sold in 2014; 459 sold in 2007
- Changed opening time to 12:30 instead of noon. Worked very well and no complaints.

## Recommendations for 2015 Season

- 80 Scheduled Days - Open Daily May 30-August 16
- Same hours of operation
- Same fee structure
- Order 90 degree weather and sunshine everyday!

## Attendance History

- 2004 was the first full year and recorded attendance of 51,364
- Highest attendance was in 2005 with a recorded attendance of 66,070
- The 10-year average attendance is 37,872

| Aquatic Center | | November 1 through October 31 | | | |
|---|---|---|---|---|---|
| | | **2014** | **2013** | **2012** | **2011** |
| **Revenue** | | | | | |
| 101000.4774.0 | Daily Admission | $ 53,722.00 | $ 73,341.00 | $ 93,118.00 | $ 73,550.00 |
| 150 | Ind pass | $ - | $ 88.00 | $ 1,665.00 | $ - |
| 160 | Season Passes | $ 26,692.00 | $ 31,488.00 | $ 38,874.00 | $ 40,715.00 |
| 165 | Scan cards | $ 2,974.00 | $ - | $ - | $ - |
| 170 | Punch cards | $ 2,715.00 | $ 4,564.00 | $ 6,882.00 | $ 4,001.00 |
| 180 | School rental | $ 1,963.00 | $ 2,488.00 | $ 1,472.00 | $ 1,472.00 |
| 190 | Swim lessons | $ 9,460.00 | $ 12,697.00 | $ 14,160.00 | $ 11,547.00 |
| 230 | Rentals 2886 | $ 2,886.00 | $ 2,262.00 | $ 1,872.00 | $ 4,192.00 |
| Total | | **$ 100,412.00** | **$ 126,928.00** | **$ 158,043.00** | **$ 135,477.00** |
| | | | | | |
| **Expenses** | | | | | |
| PT salaries/benefits | | $ 11,237.00 | $ 12,563.00 | $ 13,570.00 | $ 13,337.00 |
| 5210 | Ads | $ 381.00 | $ 371.00 | $ 332.00 | $ 371.00 |
| 5216 | BG checks | $ 350.00 | $ 195.00 | $ - | $ - |
| 5251 | License/permit | $ 2,289.00 | $ 599.00 | $ 2,250.00 | $ 503.00 |
| 5300 | Insurance | $ 1,849.00 | $ 2,247.00 | $ 2,605.00 | $ 2,415.00 |
| 5331.5 | Community Y | $ 93,780.00 | $ 98,962.00 | $ 99,679.00 | $ 106,506.00 |
| 5340.01 | Contract maint. | $ 1,749.00 | $ 1,400.00 | $ 1,125.00 | $ 1,574.00 |
| 5340.07 | Alarm | $ 72.00 | $ 285.00 | $ 185.00 | $ 591.00 |
| 5410 | Repair/maint | $ 695.00 | $ 2,604.00 | $ 3,270.00 | $ 3,602.00 |
| 5450 | Telephone | $ 729.00 | $ 679.00 | $ 432.00 | $ 670.00 |
| 5460 | Training | $ 110.00 | $ 35.00 | $ 320.00 | $ 280.00 |
| 5480.01 | Electric | $ 21,715.00 | $ 22,961.00 | $ 21,835.00 | $ 22,332.00 |
| 5480.02 | Gas | $ 15,583.00 | $ 10,937.00 | $ 8,054.00 | $ 8,278.00 |
| 5570.06 | Fuel | $ 186.00 | $ - | $ - | $ - |
| 5600 | Operating suppli | $ 1,746.00 | $ 1,149.00 | $ 1,666.00 | $ 2,328.00 |
| 5600.054 | Chemicals | $ 6,905.00 | $ 9,165.00 | $ 10,712.00 | $ 9,681.00 |
| 5600.08 | Bldg/grds operat | $ 1,758.00 | $ 2,481.00 | $ 3,587.00 | $ 2,651.00 |
| 5600.45 | Resale | $ 63.00 | $ - | $ - | $ - |
| 5718 | Minor Equip | $ 2,549.00 | $ 1,680.00 | $ 3,550.00 | $ 6,071.00 |
| Total | | **$ 163,746.00** | **$ 168,313.00** | **$ 173,172.00** | **$ 181,190.00** |
| | | | | | |
| **Difference** | | **$ (63,334.00)** | **$ (41,385.00)** | **$ (15,129.00)** | **$ (45,713.00)** |
| | | | | | |
| **Aquatic Center Concession** | | | | | |
| Income | | $ 34,919.19 | $ 37,380.00 | $ 49,518.00 | $ 48,670.00 |
| Expenses | | $ 30,989.87 | $ 36,733.00 | $ 44,325.00 | $ 50,478.00 |
| **Difference** | | **$ 3,929.32** | **$ 647.00** | **$ 5,193.00** | **$ (1,808.00)** |
| | | | | | |
| **# Days scheduled/days closed** | | 73/5 | 80/8 | 81/3 | 79/7 |
| Days patially open | | 23 | 20 | 16 | 8 |
| % of days open all day | | 62% | 65% | 77% | 75% |
| | | | | | |
| **Total Attendance** | | **23,718** | **31,936** | **43,728** | **34,878** |

Rdcd

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

the City of Marshalltown

# DEPARTMENT OF PUBLIC WORKS

12/16/2014

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

From: Justin Nickel
Director of Public Works

**Re:** 2015 Street Maintenance Design Schedule

**Policy Issue:** None

**Recommendation:** None

**Background:** Staff has outlined the schedule for design of street maintenance projects approved at the previous meeting. The schedule for design, bid and construction of those projects is attached.

**Budget Impact:** None.

**Attachment:** Design Schedule

cc: Randy Wetmore, City Administrator

# PROJECT TIMELINES

Project Number 76015002 – 2015 Columbus Dr. & Crestview Dr. Repair Project (G.O. Bond)
Plans due – March 31 Order Construction – April 13
Award Contract – May 26 Completion Date – August 14 70 day contract

Project Number 76015003 – 2015 Micro-Surfacing Project (G.O. Bond)
Plans due – April 15 Order Construction – April 27
Award Contract – June 8 Completion Date – August 13 60 day contract

Project Number 76015004 – 2015 Mill & Overlay Project (G.O. Bond)
Plans due – April 29 Order Construction – May 11
Award Contract – June 22 Completion Date – September 30 173 day contract

Project Number 76015005 – 2015 Oil Mix Streets Overlay Project (G.O. Bond)
Plans due – April 29 Order Construction – May 11
Award Contract – June 22 Completion Date – September 30 173 day contract

Project Number 76015006 – 2015 Concrete Repair Project
Plans due – May 13 Order Constructions – May 26
Award Contract – July 13 Completion Date – October 27 100 day contract

Project Number 76015007 – 2015 Sidewalk Repair Project
Plans due – May 13 Order Constructions – May 26
Award Contract – July 13 Completion Date – October 27 100 day contract

STP Project (Federal Funding)
Project will be broken into 3 separate projects per IDOT Letting Projects.
E. Main St. Resurfacing – E. Main St. from 500' east of 18th Ave. to 1.5 miles east
S. 18th Avenue Concrete Repair - from E. Anson St. to 1000' south of Iowa Avenue East
Iowa Avenue East Resurfacing – from S. Center St. to S. 18th Avenue
Working with the IDOT on schedule.

Rdw

2014-171

RESOLUTION APPROVING A CONTRACT FOR LAW ENFORCEMENT ACTIVITIES BETWEEN
MERGED AREA VI COMMUNITY COLLEGE DISTRICT / IOWA VALLEY COMMUNITY COLLEGE DISTRICT
AND THE CITY OF MARSHALLTOWN, IOWA,
CREATED PURSUANT TO
CHAPTER 28E.12 OF THE IOWA CODE

WHEREAS the City of Marshalltown, Iowa, has negotiated a Contract for law enforcement activities pursuant to Chapter 28E of the Iowa Code, with MERGED AREA VI COMMUNITY COLLEGE DISTRICT / IOWA VALLEY COMMUNITY COLLEGE DISTRICT and the City of Marshalltown; and

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

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

Section 1. That the attached Contract for law enforcement activities, with MERGED AREA VI COMMUNITY COLLEGE DISTRICT / IOWA VALLEY COMMUNITY COLLEGE DISTRICT and City of Marshalltown, Iowa, is hereby approved in all respects and particulars.

Section 2. The Contract shall begin on January 1, 2015, and continue and remain in effect until the Contract is terminated by either party by written notice at least 30 days prior to the date of cancellation.

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

Passed this 29th day of December, 2014, and signed this ___ day of December, 2014.

CITY OF MARSHALLTOWN, IOWA

_______________________________
James L. Lowrance, Mayor
ATTEST:

_______________________________
Shari L. Coughenour, CMC, City Clerk

IOWA·VALLEY
COMMUNITY COLLEGE DISTRICT

December 11, 2014

The Honorable Jim Lowrance
Mayor, City of Marshalltown
24 North Center Street
Marshalltown, IA 50158

Dear Mayor Lowrance:

Enclosed please find the cooperative agreement between the City of Marshalltown, Iowa, acting by and through its Department of Public Safety and Police Department and Merged Area VI Community College District/Iowa Valley Community College District that was approved by the IVCCD Board of Directors at their December 10, 2014 meeting.

Please sign the agreement and return in the envelope provided.

Thank you for your assistance.

Sincerely,

Barbara E. Jennings

Barbara E. Jennings
Board Secretary

/bj

C: Dr. Robin Shaffer Lilienthal, Provost of MCC
Mr. Brett Purvis, Director of Facilities

**Item 7.8.**

# AGREEMENT

THIS AGREEMENT, made and entered into by and between the City of Marshalltown, Iowa, acting by and through its Department of Public Safety and Police Department (hereinafter referred to as the "Department") and Merged Area VI Community College District/Iowa Valley Community College District (hereinafter referred to as the "District"),

WITNESSETH:

WHEREAS, the parties have determined that they each have certain responsibilities for the safety and security of staff, students and visitors of the District's Marshalltown Campus and of citizens of the City of Marshalltown, and that the common good would be served by an agreement between them outlining their responsibilities with respect to the buildings and grounds of the District located on the District's Marshalltown Campus,

NOW, THEREFORE, the parties agree as follows:

I. PURPOSE.

The Department and the District recognize that they each have certain responsibilities for the safety, security and protection of the staff, students and visitors of District's Marshalltown Campus. They recognize that cooperative and effective interaction is imperative to the successful accomplishment of their collective mission. This Agreement serves as an operation framework for their ongoing and cooperative public safety efforts.

II. THE CAMPUS.

The District's Campus for purposes of this Agreement is generally defined as property owned, leased or used by the District in furtherance of its educational purposes and shall include all buildings and grounds comprising Marshalltown Community College, the District's Administration office, the Wolfe Center and Workforce Development Center, all continuing education facilities, the Education and Training Center and Orpheum Theater Center.

III. THE DISTRICT.

A. The District will cooperate and assist the Department in all law enforcement activities when appropriate and as allowed by law and policy. It will be the responsibility of the District administration to ensure that any information provided is handled in a lawful, professional and confidential manner.

B. The District will conduct its own inquiry into all alleged criminal conduct to determine possible college policy violations.

IV. THE DEPARTMENT.

A. The Department will conduct investigations into all alleged crimes reported on the District's Campus within the Department's jurisdictional limits.

B. Within the Department's procedures, policies and the law, the Department will make prompt notification to District administration of criminal activities on or near campus. Patterns of crime that appear to be developing within the District property will be reported by the District to the Department as soon as practical.

C. The Department will assist District staff with appropriate training on a periodic basis to assist the District staff in the execution of their duties.

V. MUTUAL ASSISTANCE.

The Department will provide any reasonable assistance requested by the District relating to matters of public safety and the preservation of order within the Department's jurisdictional limits. Requests for such assistance will be honored based upon the ability of the Department to provide the requested assistance at the time of the request. Requests for assistance should be made as early as practical to optimize the ability of the Department to plan for and provide the requested assistance and resources.

VI. SPECIAL EVENTS.

From time to time major events are planned on the District's Campus that may impact on the citizenry of Marshalltown. Timely planning and coordination by District and the Department is important to ensure that the event is adequately staffed and that public safety is ensured. District campus staff will contact the Department as early as practical to initiate the planning process and coordination process. District will regularly provide the Department a calendar of such events. The Department's principal point of contact is the Chief of Police. The District's principal point of contact is the IVCCD Unit Head depending on the location of the special event.

VII. MUTUAL COOPERATION.

A. Members of the Department will conduct their interactions in a professional, collegial and respectful manner at all times. Problems with issues relating to this Agreement or interaction between the party agencies and/or their members will be addressed in a timely manner at an appropriate level of supervision.

B. Public safety information and criminal intelligence will be shared regularly and proactively between the Department and District in a manner consistent with all applicable laws.

VIII. INDEPENDENT RELATIONSHIP.
Neither party shall have the power or authority to create any obligation on behalf of the other, either express or implied. The Department is not responsible for the manner in which the District conducts its operations and the District, its officers, agents and representatives shall not be construed as employees, agents or representatives of the Department for any purpose. Similarly, the District is not responsible for the manner in which the Department conducts its operations and the Department, its officers, agents and representatives shall not be construed as employees, agents or representatives of the District for any purpose.

IX. PUBLIC PURPOSE.
The parties to this Agreement hereby acknowledge that the acts performed in furtherance of this Agreement by each of them and by their respective agents or employees shall be deemed to be conclusively for a public and governmental purpose and all of the immunities from liability enjoyed by the parties when so acting within their respective jurisdictions shall be enjoyed by each of them.

X. WAIVER OF CLAIMS.
Each party to this Agreement waives any and all claims against the other party to this Agreement which may arise out of their activities with respect to this Agreement.

XI. ANNUAL REVIEW.
This Agreement will be reviewed by the Department and the District on an annual basis during the month of January. Changes may be made at any time upon mutual agreement by the Chief of Police and District administration.

XII. TERM OF AGREEMENT.
This Agreement is in effect from the dates of execution by both parties until the Agreement is either terminated or replaced.

XIII. SEVERABILITY.
If any provision of this Agreement shall be deemed invalid by a court of competent jurisdiction, the remainder of this Agreement, to the extent practicable, shall remain in full force and effect.

XIV. TERMINATION.
Any party to this Agreement shall have the right to terminate the same at any time for any reason by providing thirty days prior written notice to the other party.

XV. BINDING EFFECT.
The parties agree that all covenants, stipulations, promises, agreements and provisions of this Agreement shall apply to bind each of them, respectively.

XVI. DUPLICATE ORIGINALS.
This Agreement is executed in two counterparts, each one of which shall be deemed an original for each party.

IN WITNESS WHEREOF, the parties have set their hands on the date set forth below opposite their signatures.

Signatures:

| IOWA VALLEY COMMUNITY COLLEGE DISTRICT | CITY OF MARSHALLTOWN |
|---|---|
| By: Conrad Dejardin | By: James L. Lowrance |
| Signature: Conrad Dejardin | Signature: ______________ |
| Board President, College | Mayor |
| Date: 12/10/14 | Date: ______________ |

Rww

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

422742-20 2014-172

Marshalltown, Iowa

December 29, 2014

The Council of the City of Marshalltown, Iowa, met on December 29, 2014, at 5:30 o'clock, p.m., at the Council Chambers, in the City, for the purpose of setting a date for a public hearing on a proposed 2015 amendment to the urban renewal plan for the Marshalltown Urban Renewal Area No. 2. The Mayor presided and the roll being called, the following members of the Council were present and absent:

Present: ______________________________________________

Absent: ______________________.

The City Administrator reported that an amendment to the urban renewal plan for the Marshalltown Urban Renewal Area No. 2 had been prepared, related to City participation in the development of a manufacturing facility, and that it was now necessary to set a date for a public hearing on the proposed amendment. Accordingly, Council Member ____________________ moved the adoption of the following resolution entitled "Resolution setting date for a public hearing on 2015 amendment to urban renewal plan for Marshalltown Urban Renewal Area No. 2," and the motion was seconded by Council Member ____________________. Following due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: ______________________________________________

Nays: ______________________.

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION NO.________

Setting date for public hearing on 2015 amendment to urban renewal plan for Marshalltown Urban Renewal Area No. 2

WHEREAS, the City Council of the City of Marshalltown, Iowa (the "City") has created the Marshalltown Urban Renewal Area No. 2 (the "Urban Renewal Area") and has approved an urban renewal plan for the Urban Renewal Area; and

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

WHEREAS, an amendment to the urban renewal plan for the Urban Renewal Area has been prepared which describes a proposed economic development agreement between the City and Menard, Inc. in connection with the construction of a manufacturing facility by Menard, Inc., pursuant to which the City would rebate 60% of the incremental property taxes to be paid by Menard, Inc. for a period of twenty years, in an amount not to exceed $1,325,000, and it is now necessary that a date be set for a public hearing on that plan amendment;

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

Section 1. This City Council will meet at the Council Chambers, Marshalltown, Iowa, on the 26th day of January, 2015, at 5:30 o'clock p.m., at which time and place it will hold a public hearing on the proposed urban renewal plan amendment for the Urban Renewal Area.

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

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

Section 4. The proposed amendment is hereby referred to the Planning and Zoning Commission for its review.

Passed and approved the 29th day of December, 2014.

Mayor

Attest:

City Clerk

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

Notice Is Hereby Given: That at 5:30 o'clock p.m., at the Council Chambers, Marshalltown, Iowa, on the 26th day of January, 2015, the City Council of the City of Marshalltown, Iowa, will hold a public hearing on the question of amending the urban renewal plan for the Marshalltown Urban Renewal Area No. 2 to add new property and to include a new urban renewal project related to a proposed economic development agreement between the City and Menard, Inc. in connection with the construction of a manufacturing facility by Menard, Inc., pursuant to which the City would rebate 60% of the incremental property taxes to be paid by Menard, Inc. for a period of twenty years, in a maximum amount not to exceed $1,325,000.

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

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

Shari Coughenour
City Clerk

• • • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

PDW

SET DATE FOR HEARING ON DEVELOPMENT AGREEMENT

(Menard, Inc.)

2014-173

422742-20

Marshalltown, Iowa

December 29, 2014

A meeting of the City Council of the City of Marshalltown, Iowa, was held at 5:30 o'clock p.m., on December 29, 2014, at the Council Chambers, Marshalltown, Iowa, pursuant to the rules of the Council.

The Mayor presided and the roll was called, showing members present and absent as follows:

Present: ______________________________________________________

Absent: ______________________________________.

Council Member ______________________ introduced the resolution next hereinafter set out, related to setting a date for hearing on a Development Agreement with Menard, Inc. and moved its adoption, seconded by Council Member ______________________; and after due consideration thereof by the Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: ______________________________________________________

Nays: ______________________________________.

Whereupon, the Mayor declared said resolution duly adopted, as follows:

RESOLUTION NO. _______

Setting date for public hearing on a Development Agreement with Menard, Inc., including economic development payments in an amount not to exceed $1,325,000

WHEREAS, the City of Marshalltown, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 2 (the "Urban Renewal Area"); and

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

WHEREAS, the City proposes to enter into an agreement (the "Development Agreement") with Menard, Inc. (the "Developer") in connection with the construction of a manufacturing facility to be located in the Urban Renewal Area (the "Project"); and

WHEREAS, the Development Agreement would provide incentives to the Developer in the form of economic development payments for a period of twenty years, in a total amount not to exceed $1,325,000, under the authority of Section 403.9(1) of the Code of Iowa; and

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

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

Section 1. This Council shall meet on the 26th day of January, 2015, at 5:30 o'clock p.m., at the Council Chambers, in the City, at which time and place a public hearing will be held on the Development Agreement.

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

NOTICE OF HEARING ON DEVELOPMENT AGREEMENT WITH MENARD, INC.

The City Council of the City of Marshalltown, Iowa, will meet at the Council Chambers, in the City, on the 26th day of January, 2015, at 5:30 o'clock p.m., at which time and place a public hearing will be held on a Development Agreement between the City and Menard, Inc. in connection with the construction of a manufacturing facility, which provides for certain incentives in the form of economic development payments in a total amount not exceeding $1,325,000, as authorized by Section 403.9 of the Code of Iowa.

The Agreement to make economic development payments will not be a general obligation of the City, but will be payable solely and only from incremental property tax revenues generated from property owned by Menard, Inc., located within the Marshalltown Urban Renewal Area No. 2.

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

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

Shari Coughenour
City Clerk

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

Passed and approved December 29, 2015.

____________________________________
Mayor

Attest:

____________________________________
City Clerk

• • • •

On motion and vote the meeting adjourned.

________________________________________
Mayor

Attest:

________________________________________
City Clerk

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Marshalltown, Iowa (the "City") and Menard, Inc. (the "Developer") as of the _____ day of ________________, 2015.

WHEREAS, the City has established the Marshalltown Urban Renewal Area No. 2 (the "Urban Renewal Area"), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Developer owns certain real property in the Urban Renewal Area upon which it will construct a manufacturing facility (the "Project") which property is described as follows:

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.

(the "Property"); and

WHEREAS, as part of the development of the Project, the Developer will make certain improvements and extensions to rail lines that serve the Property; and

WHEREAS, certain road improvements will need to be constructed in order to serve the Project; and

WHEREAS, the Developer has requested tax increment financing assistance in recognition of the costs of the Project; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

**A. <u>Developer's Covenants</u>**

1. The Developer agrees to construct and maintain the Project throughout the term of this Agreement.

2. The Developer agrees to create, by the date on which the first Payment is scheduled to be made under this Agreement, and to retain throughout the term of this Agreement, at least 40 new full-time equivalent jobs at the Project, with an estimated annual payroll of $1,400,000,

3. The Developer agrees that the Property and Project will have a taxable valuation of at least $3,200,000, and the Developer agrees to enter into a minimum assessment agreement with the City acknowledging that minimum taxable valuation, in substantially the form that is attached to this Agreement as Exhibit A.

4. If the City is awarded a grant from the Iowa Department of Transportation, the Developer agrees to pay the City $125,000, upon receipt of an invoice from the City, to be used by the City as the "local share" of the grant.

5. The Developer agrees that the City and other future users will be allowed access to rail line improvements installed by the Developer on public right-of-way owned by the City, and the Developer agrees to maintain all such rail line improvements in accordance with current and future city property maintenance rules and regulations.

6. The Developer agrees to make timely payment of all property taxes as they come due throughout the term of this Agreement and to submit a receipt or cancelled check to the City Clerk in evidence of each such payment.

**B. City's Obligations**

1. In recognition of the Developer's obligations set out above, and subject to the Developer remaining in compliance with those obligations, the City agrees to make economic development tax increment payments (the "Payments") to the Developer in each fiscal year during the term of this Agreement, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments shall not exceed $1,325,000.

The Payments will be made on June 1 and December 1 of each fiscal year, beginning on the first December 1 for which incremental property tax revenues with respect to an increase in the taxable valuation of the Property over the valuation shown on the Marshall County tax rolls as of January 1, 2015 (the "Incremental Property Tax Revenues"), and continuing for a total of twenty fiscal years, or until such earlier time at which Payments equal to $1,325,000 have been made. For example, if the increase in incremental valuation added by the Project is shown on the Marshall County tax rolls as of January 1, 2016, the first Payment will be made on December 1, 2017.

Each Payment shall be in an amount which is equal to 60% of the Incremental Property Tax Revenues received by the City with respect to the incremental valuation added by the Project during the six months immediately preceding each Payment date.

Incremental Property Tax Revenues are produced by multiplying the consolidated property tax levy (city, county, school, township, area college) times the incremental valuation added to the Property by the Project, then subtracting (1) debt service levies of all taxing jurisdictions, (2) the school district physical plant and equipment levy, (3) the school district instructional support levy and (4) any other levies which are or may be exempted from such calculation by action of the Iowa General Assembly.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from incremental property taxes received by the City from the Marshall County Treasurer which are attributable to the incremental valuation added to the Property by the Project.

The City agrees to make the required certification to the Marshall County Auditor with respect to the qualification of the Payments in the amount of $1,325,000 as debt payable from incremental property tax revenues under this Agreement.

2. The City agrees to provide the Developer access, without charge, to such right-of-way on property owned by the City that may be needed by the Developer for extension of rail access to the Property.

3. The City agrees to file an application with the Iowa Department of Transportation for a grant related to the construction of certain road improvements that will serve the Project.

**C. <u>Administrative Provisions</u>**

1. This Agreement may not be amended or assigned by either party without the express permission of the other party. However, the City hereby gives its permission that the Developer's rights to receive the economic development tax increment payments hereunder may be assigned by the Developer to a lender, as security, without further action on the part of the City.

2. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Developer have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF MARSHALLTOWN, IOWA

By: ______________________
Mayor

Attest:

______________________
City Clerk

MENARD, INC.

______________________

Read

the City of Marshalltown

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

# DEPARTMENT OF PUBLIC WORKS

12/2/2014

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

From: Dave Daters
City Electrical Inspector

**Re:** Adoption of the 2014 National Electric Code

**Policy Issue:** Adopting the latest electrical code requires Governing Body approval.

**Recommendation:** Staff recommends adopting the 2014 National Electrical Code

**Background:** The National Electric Code is updated every three years to modify and clarify existing rules. The State of Iowa has adopted the 2014 National Electrical Code. To coincide with the State, the City should adopt the 2014 Code.

**Budget Impact:** None

**Attachment:** None

cc: Randy Wetmore, City Administrator

# ORDINANCE 14935 ADOPTING THE NATIONAL FIRE PROTECTION ASSOCIATION 70 - 2014 NATIONAL ELECTRIC CODE AS THE CITY OF MARSHALLTOWN ELECTRICAL CODE EFFECTIVE FEBRUARY 1, 2015

WHEREAS the State of Iowa is adopting the 2014 National Electric Code effective January 1, 2015; and

WHEREAS the City of Marshalltown licenses Electrical Contractors, Journeymen Electricians, and issues Electrical Permits; and

WHEREAS the City Council finds the adoption of the 2014 National Electric Code is in the best interest of the City of Marshalltown, Iowa.

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

Section 1. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by repealing Section 11-4 and enacting the following as a substitute:

> "11-4. The 2014 National Electrical Code as recommended by the National Fire Protection Association is hereby adopted in full, by reference, specifically the National Electrical Code, 2014 edition, published by the National Fire Protection Association, 1 Batterymarch Park, Quincy MA 02169-7471, except as amended by Section 11-5."

Section 2. Section 11-5. Amendments to the Current National Electric Code, be repealed and enacting the following as a substitute:

With the exception that Rule 661-504.1 (103) be rescinded and adopt in lieu thereof the following **new** rule.

**661—504.1(103) Installation requirements.** The provisions of the National Electrical Code, 2011 edition, published by the National Fire Protection Association, 1 Batterymarch Park, Quincy MA 02169-7471, are adopted as the requirements for electrical installations performed by persons licensed pursuant to 661—Chapters 500 through 503 and to installations subject to inspection pursuant to Iowa Code chapter 103 with the following amendments.

**504.(1)** Add the following exceptions to section 210.8, paragraph (A), subparagraph (2):

a. Exception No.1 to (2): Receptacles that are not readily accessible>

b. Exception No.2 to (2): A single receptacle or a duplex receptacle for two appliances located within dedicated space for each appliance that, in normal use, is not easily moved from one place to another and that is cord-and-plug connected in accordance with 400.7 (A)(6), (A)(7), or (A)(8).

c. Receptacles installed under the exceptions to 210.8(A)(2) shall not be considered as meeting the requirements of 210.52 (G).

**504.1(2)** Add the following exceptions to section 210.8 (A)(5).

a. Exception No.2 to (5): Receptacles that are not readily accessible.

b. Exception No.3 to (5): A single receptacle or a duplex receptacle for two appliances located within dedicated space for each appliance that, in normal use, is not easily moved from one place to another and that is cord-and-plug connected in accordance with 400.7 (A)(6), (A)(7) or (A)(8).

c. Receptacles installed under the exceptions to 210.8(A)(5) shall not be considered as meeting the requirements of 210.52(G).

**504.1(3)** Eliminate the exception to the section 220.12 and instead implement the following exception;

Exception: Where the building is designed and constructed to comply with an energy code adopted by the local authority, the lighting load shall be permitted to be calculated at the values specified in the energy code.

**504.1(4)** Eliminate section 406.4(d)(4).

**504.1(5)** Eliminate section 210/12b/
This rule is intended to implement Iowa Code chapter 103.

Section 3. The Clerk of the City of Marshalltown shall publish the public hearing notice as required by law.

Section 4. That this ordinance shall be set for public hearing as by law provided on the 26th day of January, 2014, and shall be in full force and effect after its passage and publication as provided by law.

Passed this 26th day of January, 2015, and signed this ____ day of January, 2015.

CITY OF MARSHALLTOWN, IOWA

______________________________
James L. Lowrance, Mayor

ATTEST:

______________________________
Shari L. Coughenour, CMC, City Clerk

PUBLIC NOTICE

The Marshalltown City Council will hold a public hearing on a proposal for adoption by reference, with certain amendments, the 2014 National Electrical Code, specifically the National Electrical Code, 2014 edition, published by the National Fire Protection Association, 1 Batterymarch Park, Quincy MA 02169-7471. The hearing will occur in conjunction with the final reading of Ordinance 14935 to amend the code of ordinances, City of Marshalltown, Iowa by adopting the 2014 National Electrical Code, by reference as amended, at 5:30 PM on Monday, January 26, 2015, at the Marshalltown City Council Chambers at 10 West State Street, Marshalltown, Iowa. Any individual may file written comments and/or be heard at said hearing.

More information on this proposed ordinance and the electrical code as referenced are available for public inspection at the City Clerk's office during normal business hours.

This notice is published by order of the City Council pursuant to sections 362.3 and 380.10 of the Code of Iowa.

Shari L. Coughenour, City Clerk
City of Marshalltown

380.10 Adoption by reference.
A city may adopt the provisions of any statewide or nationally recognized standard code or portions of any such code by an ordinance which identifies the code by subject matter, source and date, and which incorporates the provisions of the code or portions of the code by reference without setting them forth in full. Copies of the proposed code or portions of such code shall be available at the office of the city clerk.

362.3 Publication of notices.
Unless otherwise provided by state law:
1. If notice of an election, hearing, or other official action is required by the city code, the notice must be published at least once, not less than four nor more than twenty days before the date of the election, hearing, or other action.

281-7400 x1

## APPLICATION FOR IOWA RETAIL CIGARETTE / TOBACCO/NICOTINE/VAPOR PERMIT

**For period** 1/13, 2015 **through June 30, 20** 15

PLEASE TYPE OR PRINT CLEARLY

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

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

Name of Name of Business/DBA: Aungparame Grocery Store

Location Address **(Required):** 204 E main Street Marshalltown, IA 50158

Mailing Address: 201 N 2nd Ave #33 City: Marshalltown State/Zip: IA 50158

**Type of Sales:** __Vending Machine ✓Over-the-counter Telephone Number (641) 750-6657

**Type of Retail Establishment:** has vending machine that assembles cigarettes

___ bar ___ convenience store, with gas ___ drug store ___ gas station

✓ grocery ___ convenience store, no gas ___ liquor store ___ restaurant

___ tobacco store ___ hotel/motel ___ other ______

**Cigarettes must be sold at the minimum price set by the State of Iowa.** Obtain a current copy from the Iowa Department of Revenue website (www.iowa.gov/tax) by clicking on forms, then click on cigarette/tobacco, and finally click on form 71-023.

**ONLY APPROVED BRANDS OF CIGARETTES OR ROLL-YOUR-OWN PRODUCTS MAY BE SOLD IN IOWA.** Any brand not on the list is contraband. In addition, all cigarettes sold in Iowa must have an Iowa Cigarette Tax Stamp affixed to each package. Any violation of contraband or non-Iowa cigarette tax stamped package is subject to seizure and penalties under the provisions of Iowa Code 453A and 453D.

**Check the list of** approved brands (www.iowa.gov/tax/business/CigTobIndex.html) and is called IOWA DIRECTORY OF CERTIFIED TOBACCO PRODUCTS MANUFACTURERS BRANDS AND BRAND FAMILIES

**Go to http://elists.idrf.state.ia.us/scripts/wa.exe and sign up for the Cigarette/Tobacco eList (listserv).**

You will receive an e-mail every time the approved list changes or the minimum price changes.

**LEGAL OWNER INFORMATION**

Type of Ownership: Individual __ Partnership __ Corporation __ LLC __ LLP ✓

Legal Owner: ______

(Name of Individual, Partnership, Corporation, LLC, or LLP)

Mailing Address: Aungparme Grocery Store

City: Marshalltown State: IA Zip: 50158 Ph. Number: (641) 750-6657

Fax Number: ( ) ______ E-mail Address: parame3@gmail.com

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

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

Name (please print): Aung Aung Name (please print): Dah Paw

Signature: [signature] Signature: [signature]

Date: 12/10/14 Date: 12-10-14

**FOR OFFICE USE ONLY**

**Amount Paid:** ______

**Date Issued:** ______ __New

**Permit # :** ______ __Renewal

**FOR CITY CLERK/COUNTY AUDITOR ONLY**

**PLEASE SEND COMPLETED COPY TO THE IOWA DEPARTMENT OF COMMERCE, ALCOHOLIC BEVERAGE DIVISION**

**Name of Issuing City or County** ______

70-014 (6/5/14)

# License Application (                    )

## *Applicant*

Name of Applicant: Aung Parame Grocery Store, LLLP

Name of Business (DBA): Aung Parame

Address of Premises: 204 E Main St.

City: Marshalltown    County: Marshall    Zip: 50158

Business Phone: (641) 328-1632

Mailing Address: 204 E Main St.

City: Marshalltown    State: IA    Zip: 50158

## *Contact Person*

Name: Dah Paw

Phone: (641) 750-6657    Email Address: parame3@gmail.com

Classification: Class C Beer Permit (BC)

Term: 12 months

Effective Date: 01/13/2015

Expiration Date: 01/01/1900

Privileges:

Class C Beer Permit (BC)
Sunday Sales

## *Status of Business*

BusinessType: Limited Partnership

Corporate ID Number: 484968    Federal Employer ID #

## *Ownership*

## Ah Nai

First Name: Ah | Last Name: Nai

City: Marshalltown | State: Iowa | Zip: 50158

Position Owner

% of Ownership 33.33 % | U.S. Citizen

## Aung Aung

First Name: Aung | Last Name: Aung

City: Marshalltown | State: Iowa | Zip: 50158

Position Owner

% of Ownership 33.33 % | U.S. Citizen

## Dah Paw

First Name: Dah | Last Name: Paw

City: Marshalltown | State: Iowa | Zip: 50158

Position Owner

% of Ownership 33.33 % | U.S. Citizen

### *Insurance Company Information*

Insurance Company:

Policy Effective Date: | Policy Expiration Date:

Bond Effective Continuously: | Dram Cancel Date:

Outdoor Service Effective Date: | Outdoor Service Expiration Date:

Temp Transfer Effective Date: | Temp Transfer Expiration Date:

TPAL

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

the City of Marshalltown

# DEPARTMENT OF PUBLIC WORKS

12/16/2014

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

From: Justin Nickel
Director of Public Works

**Re:** 18th Avenue and East Nevada Street Traffic Control – Alliant

**Policy Issue:** None, signs could be installed without revision of City ordinance.

**Recommendation:** Staff recommends installation of warning signs on Northbound and Southbound 18th Avenue.

**Background:** Alliant staff requested the installation of additional traffic control measures for safety on 18th Avenue. Staff investigated and recommends installation of warning signs for turning trucks on 18th Avenue at East Nevada Street. Additional measures could be installed if safety issues persist after the installation of these signs.

**Budget Impact:** None. Street maintenance staff could manufacture and install warning signs if instructed to do so.

**Attachment:** Agreement.

cc: Randy Wetmore, City Administrator

RAW

# RESOLUTION APPROVING A CONTRACT FOR VEHICLE MAINTENANCE AND RELATED REPAIR SERVICES BETWEEN MID-IOWA DRUG TASK FORCE AND THE CITY OF MARSHALLTOWN, IOWA, REGARDING VEHICLE MAINTENANCE SERVICES CREATED PURSUANT TO CHAPTER 28E.12 OF THE IOWA CODE

WHEREAS the City of Marshalltown, Iowa, has negotiated a Contract for vehicle maintenance pursuant to Chapter 28E of the Iowa Code, with Mid-Iowa Drug Task Force and the City of Marshalltown, regarding vehicle maintenance and

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

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

Section 1. That the attached Contract for Vehicle Maintenance Services, with Mid-Iowa Drug Task Force and City of Marshalltown, Iowa, regarding vehicle maintenance is hereby approved in all respects and particulars.

Section 2. The Contract for vehicle maintenance shall begin on January 13th, 2015 , and continue and remain in effect until the Contract is terminated by either party by written notice at least 30 days prior to the date of cancellation.

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

Passed this 12th day of January 2015, and signed this ___ day of January 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

28E AGREEMENT

VEHICLE MAINTENANCE

FOR

MID IOWA DRUG TASK FORCE

The parties to the Agreement are the City of Marshalltown, Iowa, (hereinafter referred to as "City") and the Mid Iowa Drug Task Force. This Agreement is effective from and after the _____ day of ______________________ 2014.

RECITALS

WHEREAS, City and Mid Iowa Drug Task Force are public agencies pursuant to Iowa Code 28E.2,

And

WHEREAS, City and Mid Iowa Drug Task Force desire to support the cooperation and the sharing of services and personnel for the express intent of benefiting state taxpayers, and

WHEREAS, Mid Iowa Drug Task Force desires to engage the services of City to furnish vehicle maintenance support and the City is willing to provide such services for a fee, reflective of City costs to parts and service facilities and employ journeymen service technicians.

NOW, THEREFORE, the parties mutually agree as follows:

1. SCOPE OF CITY SERVICES
   The City agrees to perform both scheduled and unscheduled service and repairs to Mid Iowa Drug Task Force vehicles. The Preventive Maintenance Program will include a schedule provided to Mid Iowa Drug Task Force showing the vehicles entered into the Program and the dates of their scheduled maintenance. The City will perform scheduled maintenance on vehicles so they can continue to be operated safely.

2. MEETING AND REPORTS
   The City will provide Mid Iowa Drug Task Force a monthly report of vehicle maintenance completed during that period. Reports covering other time periods may be available.

3. CHANGES
   The City reserves the right to re-negotiate pricing on labor rates annually, as set out in Paragraph 4 below, on the Agreement anniversary date. Any changes in this Agreement, including scope of City services or Mid Iowa Drug Task Force requirements or modification to the amount of compensation, shall be mutually agreed upon by Mid Iowa Drug Task Force and the City and incorporated into a written agreement.

4. <u>COMPENSATION AND PAYMENT METHOD.</u>
Mid Iowa Drug Task Force will pay to the City $34.00 per man-hour and for any parts associated with the repair or maintenance at the same rate as the cost paid by the City as invoiced by the City to cover costs associated with a Service Technician performing vehicle maintenance.

5. <u>TERMINATION OF AGREEMENT.</u> This Agreement may be terminated by either party upon at least thirty (30) days written notice, or per agreement in paragraph 6. In the event of termination, City shall be compensated for all services performed to termination date, together with reimbursable expenses then due.

6. <u>DURATION</u>. This Agreement is effective the date of signature and valid for 24 months. The City reserves the right to re-negotiate pricing on labor rates annually, as set out in paragraphs 3 and 4 above, on the Agreement anniversary date.

7. <u>SEPARATE ORGANIZATION</u>. No separate organization is formed or contemplated by this Agreement.

8. <u>PURPOSE</u>. The purpose of this Agreement is to provide vehicle maintenance and service to Central Iowa Task Force.

9. <u>DISPOSITION OF PROPERTY</u>. The parties do not anticipate that there will be joint ownership of any property; and if the Agreement is terminated pursuant to the provisions of paragraph 6, each party shall retain in its control that property that it brought into the Agreement.

10. <u>METHOD OF HOLDING PROPERTY</u>. The parties do not contemplate that there will be joint ownership of any property, and each party shall retain its own personal property, there shall be no real estate purchased pursuant to this Agreement.

IN WITNESS WHEREOF, Mid Iowa Drug Task Force and City have executed and delivered the Agreement on the date first written above.

| For The City of Marshalltown: | For Mid Iowa Drug Task Force: |
|---|---|
| ______________________ | ______________________ |
| James L. Lowrance, Mayor | Det./Sgt. James Gibson, Mid Iowa Drug Task Force |
| ATTEST: | |
| ______________________ | ______________________ |
| Shari L. Coughenour, City Clerk | |

the City of Marshalltown

James L. Lowrance, Mayor
Randy Wetmore, City Administrator
Shari Coughenour, City Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

**PRESS RELEASE**
**RESIDENTIAL TAX ABATEMENT APPLICATIONS DUE FEBRUARY 1, 2015**

**What is the Tax Abatement Program?**
Tax abatement is a program used to encourage and stimulate rehabilitation of existing and new housing. The City of Marshalltown has enacted into law the Urban Revitalization Act. Under this Act, qualified residential real estate may be eligible to receive a total exemption from property taxes for improvements for three years. This program is referred to as the Tax Abatement Program.

**What improvement qualifies for residential tax abatement?**
Improvements resulting in an increase of actual assessed value by at least 10% qualify for tax abatements for the following:

a. New construction of residential buildings
b. Rehabilitation of residential buildings
c. Additions to existing residential buildings.

**What information is required for the application?**
Information required for the application include: Name of property owner, address, phone number, legal description of property, nature and cost of improvements, estimated or actual date of completion and building permit number. You are not eligible for a Residential Tax Abatement unless you had an approved building permit for the improvement. Maintenance and repair of homes, such as replacement windows and siding are not a qualified improvement under the Tax Abatement program.

**Who determines the tax abatement benefit?**
All applications are approved by the City Council after the February 1 deadline and forwarded to the County Assessor's office for review and determination of actual assessed valuation.

**When and where can I apply?**
Applications must be submitted to the City Clerk's office by February 1st of the assessment year for which the exemption is first claimed, but not later than February 1 of the third year following the year in which the building permit was issued for the improvement; for example, the building permit must be dated after February 1, 2012, in order to be eligible for the February 1, 2015, filing deadline. 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).

For more information about residential tax abatements, please contact the City Clerk's office at 754-5701. Applications for this program are available at the City Clerk's office, 24 North Center Street or can be downloaded from the city's web site: http://www.ci.marshalltown.ia.us

the City of Marshalltown

James L. Lowrance, Mayor
Randy Wetmore, City Administrator
Shari Coughenour, City Clerk
24 North Center Street
Marshalltown, IA 50158-4911
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**PRESS RELEASE – PUBLIC SERVICE ANNOUNCEMENT**

**COMMERCIAL TAX ABATEMENT APPLICATIONS DUE FEBRUARY 1, 2015**

Commercial tax abatement is a program used to encourage and stimulate rehabilitation of designated commercial areas. The City of Marshalltown has enacted into law the Urban Revitalization Act in two areas of our community. Under this Act, qualified commercial improvements are eligible to receive a total exemption from property taxes for improvements for three years. New or substantially improved commercial properties within Urban Revitalization Zone 1 or Zone 2 are eligible for commercial tax abatement. Applications must be submitted to the City Clerk's office by February 1st of the assessment year for which the exemption is first claimed, but not later than February 1 of the third year following the year in which the building permit was issued for the improvement. There is a $50.00 filing fee for each commercial tax abatement application. For more information regarding the commercial tax abatement, please contact Shari Coughenour, City Clerk, 641-754-5701.

James L. Lowrance, Mayor
Randy Wetmore, Administrator
Justin Nickel, Public Works Director
24 North Center Street
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# DEPARTMENT OF PUBLIC WORKS

12/23/2014

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

From: David Daters
Electrical Inspector

**Re:** Adoption of the 2014 National Electric Code

**Policy Issue:** City policy requires Governing Body approval to adopt the 2014 National Electric Code

**Recommendation:** Staff recommends adopting the 2014 National Electric Code

**Background:** The National Electric Code was first published in 1897 and has been updated and published every three years since. The City intends to adopt the Code with some exceptions. All exceptions match those adopted by the State of Iowa. Examples include:

1. Ground Fault Circuit (GFCI) protection for personnel shall be required except for receptacles that are not readily accessible. Such as a receptacle behind a soda vending machine. A new receptacle installed under a kitchen sink is going to be considered “readily accessible”.
2. Lighting load provisions will include an exception that accommodates local energy codes.
3. Modification of Arc Flash Circuit Interrupter (AFCI) articles. Since these products are fairly new and experience has been limited and only a few manufacturers produce the necessary products.

**Budget Impact:** None

**Attachment:** Resolution

cc: Randy Wetmore, City Administrator