

1. Agenda

Documents:

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[1ST QUARTER GOALS UPDATE.PDF](#)

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COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET
April 10, 2017, at 5:30 PM

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

CALL TO ORDER: Mayor James L. Lowrance

PLEDGE OF ALLEGIANCE:

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

MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS:

RECOGNITION

Police Bicycle Patrol Program

APPROVAL OF AGENDA:

APPOINTMENT OF NEW COUNCIL MEMBER

1. Resolution 2017-061 Appointing Dan Kester, 1st Ward Councilor.

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.

2. Approve Council meeting Minutes of March 27, 2017, and Special meeting Minutes of April 3, 2017.
3. Approve Bill List in the amount of \$789,661.88.
4. Approve February Financials
5. Issue Mayoral Proclamation, proclaiming April 24, 2017 as "Stand Against Racism Day."
6. Liquor application renewals: Best Western Marshalltown.

(end of consent agenda items)

REPORTS:

7. Community Annual Partnership Assessment, Amanda Accola - Alliant Energy

MOTIONS:

8. Approve Special Event Class C Liquor license with outdoor service area, May 11, 2017, - May 14, 2017, Hall of Fame Concession, LLC, Blessing of the Bikes event at the Marshalltown Softball Complex, with removal of the permit for the May 11, 2017, event.
9. Approve Liquor License, Friends of the Orpheum Theater, Black Box Theater and Parking lot area
10. Approve Iowa Retail Cigarette / Tobacco Permit FA786,dba Liquor and Grocery Depot, 114 N Center Street.

RESOLUTIONS:

PUBLIC HEARING: subordination of lien.

11. Resolution 2017-062 adopting Tentative Resolution 2017-059 Accepting Subordination Agreement for Property Interest at 511 ½ N 1st Street, Lead Abatement Project 53516020.

Visit www.ci.marshalltown.ia.us

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



PUBLIC HEARING: plans and specifications

12. Resolution 2017-063 Approving Plans, Specifications,, form of contract and estimated cost and directing publication of notice to bidders, WPCP Biogas Generator project 52015014.

PUBLIC HEARING: plans and specifications

13. Resolution 2017-063 Approving Plans, Specifications,, form of contract and estimated cost and directing publication of notice to bidders, 2017 Asphalt Mill and Overlay, project STR17003.

PUBLIC HEARING: plans and specifications

14. Resolution 2017-063 Approving Plans, Specifications,, form of contract and estimated cost and directing publication of notice to bidders, 2017 Full Depth Street Repair, project STR17004.

PUBLIC HEARING: plans and specifications

15. Resolution 2017-063 Approving Plans, Specifications,, form of contract and estimated cost and directing publication of notice to bidders, Airport pavement rehabilitation of runway 18/36, project 77016010.
16. Resolution 2017-064 Approving An Amendment to Agreement with Fox Engineering Associates, for engineering services for 2016 Manhole and Point Repair Project 59016002, \$165,250.
17. Resolution 2017-065 Approving an Agreement and Scope of Work with Marco for the Purchase and Installation of VoIP Capable Phones, \$92,003.59.

ORDINANCES

18. Ordinance 14960 Rezoning, 1202 S 6th St, to R-4, Medium Density Residential District, second reading. Public hearing scheduled April 24, 2017.
19. Ordinance 14961 Rezoning, Parcel 8318-02-227-005, E South Street and S 7th Avenue area, to R-4, Medium Density Residential District, second reading. Public hearing scheduled April 24, 2017.

DISCUSSION:

1. New hire police officer incentives
2. 1st Quarter goal update

PUBLIC COMMENT:

ADJOURNMENT:

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GOAL 1: EXPAND AND IMPROVE HOUSING STOCK IN THE COMMUNITY

Objective 1: Support Marshall Economic Development and the Marshalltown Central Business District in their recruitment efforts

- *Identify locations for infill development*
- *Continue to support downtown housing redevelopment*
- *Create a plan for anticipated low-to-moderate income housing withholding for residential TIF projects.*

- ⇒ City staff has worked with MED on a housing infill development project, including the rezoning process
- ⇒ City staff has worked with another developer directly on an infill development project
- ⇒ City staff is working to amend the Downtown Urban Renewal Plan to provide specific ways in which we can work with the MCBF on housing redevelopment
- ⇒ City staff has identified multiple vacant lots and other abandoned/dilapidated properties for infill development and is seeking to acquire properties to assist with redevelopment

Objective 2: Assist developers with information about the development process and infrastructure

- *Provide information in an easily accessible location on the City's website*

- ⇒ City staff has met with two different developers of housing projects to identify zoning and infrastructure issues and work through the process for addressing the issues

2017 1st Quarter Summary:

While happening quietly, there has been a great deal of work with two developers on multi-family residential projects in Marshalltown. The City Council has been supportive of these in-fill redevelopment efforts and making the zoning changes necessary for the projects to occur.

In addition to the information above, City staff members continue to be involved on the Housing Committee of Vision Marshalltown.

Staff is proposing to add the consideration of an Economic Development Policy to this Goal so as to better communicate with developers of housing and other projects how infrastructure to be paid for and installed.

GOAL 2: ENHANCE MARSHALLTOWN'S PUBLIC IMAGE

Objective 1: Visually enhance the appearance of neighborhoods in Marshalltown

- Continue the Dangerous and Dilapidated Building Program
- Reapply for the HUD Lead Hazard Control Grant in 2017

⇒ Staff continues to identify D&D properties and will be proceeding with demolitions in CY2017; info on specific properties will be provide to the Council in the near future

⇒ Staff submitted the Lead Hazard Control Grant application in late March.

Objective 2: Improve communication of City programs and initiatives

- Enhance the City's social media presence
- Update the City's website to incorporate useful tools for citizens
- Conduct a Citizen Survey
- Continue to hold the Police and Fire Citizens Academies and find a permanent funding source
- Develop and hold a general Citizens Academy to cover all departments

⇒ City Council approved an agreement with CivicPlus for a new website on 3/27; the website will likely be developed and launched by Fall 2017

⇒ Departments continue to enhance their social media presence; the new website will help with this by allowing departments to push out info through the website and social media

⇒ PD is currently holding 2017 Citizens Police Academy

Objective 3: Promote public art throughout the community

- Develop a plan for art in City Council Chambers
- Develop a plan for art in the new Public Safety Facility
- Continue to identify ways to incorporate art into parks and recreational spaces
- Continue to work with the Arts and Culture Alliance and MPAC to promote public art

⇒ City staff participated in a meeting of MPAC reps and Trails Inc reps to talk about art along the trail and has communicated the desire to have public art in the new Police and Fire Facility

2017 1st Quarter Summary:

We have had stops and starts with D&D. Iowa Code 657A is in a legal challenge and is not a tool we can use. Staff is regrouping to continue with the process of demolishing properties without owning them.

Staff recommends adding the Highway 14 mill and overlay project as a spring board for beautification and redevelopment efforts along the corridor.

GOAL 3: CONTINUALLY IMPROVE THE CITY'S ORGANIZATION AND SERVICES**Objective 1:** Review policies, procedures, and ordinances for updates

- Review and update the City's urban renewal areas adopted prior to 2012
- Review and update the Council Manual
- Review and update personnel policies
- Review and update the Purchasing Policy
- Recodify the City's ordinances
- Consider adopting the current version of the State Building Code

- ⇒ UR Area #4– Downtown Plan is in process, coming forward in April or May; UR Area #2 is next
- ⇒ Review of the Council Manual has started and a draft will come forward in April or May
- ⇒ FD is reviewing changes between 2006 and 2015 versions of Building Code which will come forward in coming months for discussion

Objective 2: Develop comprehensive plans for City infrastructure and improvements

- Develop a Parks and Recreation Master Plan to include future trail projects
- Continue to implement the Street Improvement Plan
- Develop a comprehensive Building Maintenance Plan
- Incorporate new and existing plans into a city-wide Capital Improvement Plan
- Continue the planning, design and construction of the Public Safety Facility
- Develop a plan for enhancements at the Airport

- ⇒ 50% of cost of Parks and Rec Master Plan has been secured with RFP to go out in early April
- ⇒ 2017 Street Improvement Plan is moving forward into bid phase

Objective 3: Recruit, retain, and train employees in order to maintain a successful workforce

- Continue to provide employee training opportunities, including cross-training of positions
- Conduct an employee survey
- Continue to focus on safety in the workplace

- ⇒ Employees completed safety training on President's Day
 - ⇒ 3 accidents in Q1 2017 (decrease)
 - ⇒ Accident Review Committee has reviewed 4 accidents in 2017 (new policy)

Objective 4: Review existing City functions and finances for efficiencies

- Maintain a Code Enforcement/Nuisance Abatement program
- Staff the MS4 program in order to comply with the permit
- Consider the creation of an Aviation Authority
- Identify and fund technology that increases the efficiency of departments
- Review revenue options and General Fund fees and charges to determine subsidization from tax levy
- Consider a special election in 2017 to reallocate LOST

- ⇒ Energov system is live but testing in progress
- ⇒ Parks&Rec now on ActiveNet for online reservations
- ⇒ Job description for an MS4 program inspector in process
- ⇒ Nuisance Ordinance was rewritten & adopted
 - ⇒ LOST special election set for 8/1

2017 1st Quarter Summary:

A great deal of focus on this goal and completion of some items has been present in the first quarter.

Staff recommends adding the following tasks: Consideration of a noise ordinance; Amendment of the sidewalk ordinance to mitigate city liability; Development of financial projections for future budget processes; Development of Cyber Recovery Plan/Policies.

GOAL 4: PARTNER WITH CITIZENS, FOR-PROFIT, NON-PROFIT AND OTHER GROUPS TO IMPROVE QUALITY OF

Objective 1: Partner with the Marshalltown Central Business District on initiatives that enhance downtown Marshalltown

- Support the MCBBD efforts to create a SSMID
- Consider ways to use tax increment financing to support projects in the District

- ⇒ MCBBD SSMID petitions will come to the Council in 2017
- ⇒ Amendment of UR #4 plan will provide for additional uses of TIF in downtown

Objective 2: Partner with Trails Inc. on trail-related initiatives

- Work with Trails Inc on the Wilson Circle trail head
- Complete the in-city portion of the Iowa River Trail
- Continue efforts to enhance the trail system throughout the City
- Identify outside funding for trail-related projects

- ⇒ City staff connected Trails Inc with DNR Brownfields program and ~\$20,000 in financial assistance for Wilson Circle project

Objective 3: Work with other entities on partnerships which benefit the community

- Identify County-held tax certificates which are of use to the City
- Continue and expand the SRO program with the Marshalltown Community School District
- Consider applying to be an Alliant Hometown Rewards community
- Work with community stakeholders to develop and implement a wayfinding system
- Support the Sister Cities Program

- ⇒ City requesting 3 tax certificates from County
- ⇒ SRO agreement with MCSD approved through FY2019
- ⇒ City has joined the International City Sisters Program
- ⇒ Iowa Valley Leadership and City partnered to raise funds for Mega 10 Park
- ⇒ City partnering with the MCSD for Kids to Parks week

Objective 4: Continue involvement of City employees in various groups which support quality of life

- Support public safety related groups like Crimestoppers, the Red Cross smoke detector installation, and neighborhood watch programs
- Continue to support and participate in the next All-America City application
- Support Vision Marshalltown and its committees and initiatives

- ⇒ City Council approved \$20,000 to Crimestoppers Camera Project
- ⇒ City supporting Cleaniac efforts by adopting a park
- ⇒ Staff continues to participate in Vision Marshalltown

2017 1st Quarter Summary:

The City continues to support and grow a number of partnerships with organizations supporting the quality of life in Marshalltown. Others not listed above include approval of CVB contract, approval of lease with Radio Flyers, and more.

No changes are recommended to this goal.

Buildings/Improvements

Ecologix/3	22,805.52
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Contracts

Aramark.Unfrm/5	63.61
ARL/1	4,166.67
BDH/8	5,951.70
Ceridian.Lifewr/1	1,163.31
CRBT/2	8,707.57
Electronic.Engr/7	1,477.60
Fisher.Comm.Ctr/1	6,396.66
Ia.Dept.Justice/4	746.80
IA.Dpt.Safety/1	360.00
Iowa.One.Call/2	23.40
Marsh.Co.Landfi/7	249.15
Marshall.Co.Att/4	746.80
Marshl.Co.Emerg/1	2,395.17
Meyer.Design/1	2,686.50
MMIT.INC/2	77.51
Mtwn.Softball.A/1	1,500.00
O.C.L.C.Inc/1	859.72
ONSITE.INFO.DES/3	120.00
Premier.Equip/9	304.44
Quad.City.Tstg/1	2,545.00
Region.Six/1	1,016.00
Schendel.Pest.C/2	97.00
Schumacher.Elev/6	1,190.34
Servicemaster/2	2,772.00
Sterling.Fire/2	165.00
Stone.Sanit/2	307.00
Unique.Mgmt.Svc/1	196.90
Wellmark.Inc./1	23,265.21
Xerox.Corp/3	68.66

Medical

McFarland.Cl/2	79.20
Medtrak.Service/2	919.02
Wellmark.Inc./3	77,140.68

Payroll.Deductions

American.Educa./1	64.41
AXA/1	450.00
Collection.Svs./6	1,884.35
Colonial.Life/1	397.02
Fidelity.Securi/1	379.72
I.R.S./3	81,209.65
IA.Treasurer/2	16,767.00
ICMA.457/8	15,575.83
IUPAT.PPME/1	891.48
Meskwaki Nation/1	387.46
Polk.Co.Sheriff/1	371.02
Teamsters238/2	2,075.28
Texas.Child.Sup/2	278.42
TotalAdmin.Serv/3	7,523.46

Payroll.Net

Payroll/1	253,725.71
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Refunds

Alvarez,J/1	842.46
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Rayburn,J/1	27.99
Soberanis,I/1	19.97
Wellmark.Inc./1	(7,389.60)
Reimbursements	
Baker.Taylor/35	2,007.45
Baker.Taylor.En/1	127.43
BRODART.CO/14	756.17
Cengage.Learng/9	439.53
Fink,K/1	6.50
GOODING.B/1	765.78
MicroMarketing./14	1,507.13
OVERDRIVE,INC./6	2,156.71
RECORDED.BOOKS/4	190.19
Scholastic.Libr/1	624.00
World.Book/1	300.00
Rents/Leases	
ABC.Rentals/2	615.00
Ackley.Housing/7	900.00
ALL.AMER.PROP/13	3,787.00
AMES,STEVEN/2	315.00
Ames.Rental.Prp/2	298.00
ARGUS.WOOKIE/1	283.00
Arlington.Inv/4	1,605.00
ARMSTRONG,B/1	206.00
B.B.Rentals/2	567.00
Bahr,L/1	524.00
BLOOD,A/1	219.00
Bluffwood.Partn/3	1,190.00
BOULDER.COOP.HS/1	267.00
BOWMAN,B/1	222.00
BOWN,C/1	271.00
BROWN,B/2	396.00
Bryngelson.Corp/2	660.00
C.I.R.S.I./7	768.00
CHOATE,A/1	226.00
CLAWSON,J/1	245.00
CMHC.INVEST/1	334.00
Crestview.Apt/25	5,890.00
CROSSER,D/1	436.00
D.D.Rentals/2	375.00
DELGADILLO,L/1	453.00
ECKLOR,S/3	920.00
Elwayne.Inc./2	394.00
EUBANKS,C/1	230.00
F.C.Rentals.LLC/2	511.00
Farrell.Property/5	1,064.00
FISCHELS,R/3	587.00
FRIEND,T/1	236.00
Friendly.Apts/4	602.00
Garwin.Trust/1	134.00
GIMER,D/1	545.00
Gladbrook.Hsg/1	183.00
Glenda.Drive.LL/11	4,009.00
Grant.Park.LLC/18	3,990.00

Hala.Ventures/3	813.00
HANSEN,J/1	253.00
HANSEN,R/1	157.00
HARRIS,T/1	324.00
HATCH,J/3	1,094.00
HAVELKA,W/1	500.00
Hilltop.Village/11	1,907.00
HOBSON,W/1	207.00
HOWARD,J/1	176.00
HUBBARD.MAPLE/5	767.00
Irvine,S/5	1,462.00
JARED,S/3	595.00
JASPERS,M/1	128.00
JN.Home.Rentals/1	386.00
JOHNSON,J/3	1,020.00
LAWSON,R/2	331.00
Lawthers.Prop.M/3	1,225.00
LUENSE,B/5	1,939.00
MANNSON.PROP/1	252.00
MARION.MANOR/1	246.00
Marion.Manor.II/1	411.00
Marshalltown.Sr/8	1,656.00
MATNEY,L/1	238.00
MI.STATE.HSG/1	486.00
Mtown.Westown/15	3,191.00
Mtn.Sundance/3	1,047.00
MURPHY,M/1	159.00
NAUGHTON,R/1	682.00
North.Tama.Hsg/3	425.00
OETKER,D/3	578.00
OLMSTEAD,T/1	569.00
Palisade.Holdng/1	79.00
Park.Elms,LLC/6	1,129.00
PATTERSON,T/2	316.00
Pinecrest.Park/1	141.00
Prairie.Home.Pp/1	261.00
PYLE,D/1	231.00
R.E.P.Corp/2	525.00
RA.Rental/2	879.00
REID,M/1	129.00
REM.Homes/1	272.00
River.Birch/9	2,930.00
River.Oaks/10	3,119.00
S.E.Invst/1	206.00
SCENIC.CITY/1	200.00
SCHMIDT,M/3	845.00
SCHULER-VANLANG/1	231.00
SCOTT,L/1	358.00
SEDLACEK,B/1	370.00
SESKER,R/2	313.00
SMITH,N/3	529.00
SNYDER,R/1	518.00
SPECHT,G/1	393.00
STABENOW,S/2	420.00

STAFF,E/1	111.00
STEELSMITH,INV/5	1,137.00
Stichter.Constr/1	139.00
Sunrise.Apt/2	143.00
Superior.Rental/6	1,806.00
SWITZER RENTAL/2	598.00
Tallcorn.Tower/17	5,048.00
TAYLOR,M/1	216.00
TOWN.APARTMENT/6	769.00
TR.Homes/1	450.00
TREVRON,LLC/1	311.00
TT.C.Coop.Hsg/2	507.00
VEST,L/1	101.00
VILLAGE.PARK/1	403.00
WARREN,C/1	226.00
WB.REALESTATE/1	188.00
WEATHERLY,PROP/1	418.00
WEICHERS,B/1	280.00
WEIDNER,R/1	227.00
WIEBENSOHN,L/1	106.00
WIND-HUSAK,D/1	399.00

Service/Repairs

Air.Mach.Inc/1	669.00
ANDERSON,S/1	13.00
Auto.Door.Group/1	131.56
B&G.HVAC.INC/1	572.00
BLACKSTOCK,S/1	43.00
CARRIGAN,K/1	37.00
Carter,G/1	9.00
Century.Link/25	695.75
CGA.Assoc/3	9,303.10
Cummins.Cntrl.P/1	379.58
DUNN,D/1	13.00
Ed.M.Feld.Eq/1	44.30
Eide.Bailly.LLP/1	1,300.00
Elert.Assoc./1	1,125.00
FedEx/8	490.98
Fex.Steve.Ltd/7	8,250.00
Fillyaw,A/1	28.00
Fox.Engrg.Assc/2	11,932.00
Gale-Hazen,E/1	90.00
Gale-Hazen,K/2	247.50
Gentry,S/25	11,903.00
Hartwig.Plmbg/1	97.62
HONEYCUTT,C/1	20.00
IA.Pump.Works/2	4,403.96
Jones,C/1	250.00
Kapaun.Brown/1	417.81
KROENER,L/1	50.00
Litwin,E/2	1,622.50
Marsh.Co.Treas/1	114.64
Marshall.Glass/2	365.38
McAtee.Tire/6	1,325.72
McFarland.Cl/2	367.04
MI.STATE.HSG/1	36.31

Minerva.Val.Tel/1	50.00
Mtwn.Wtrwrks/3	8,381.13
Pettengill.Cnst/18	13,060.00
Premier.Equip/1	129.86
Quinn,L/2	165.00
Racom.Corp/3	428.55
Riemenschneider/1	245.00
Ruby,T/2	380.60
S.S.Autobody/2	3,490.35
Sandry.Fire.Sup/1	417.24
Servicemaster/2	258.66
STRAIT,P/1	27.00
STREET-LOPEZ,J/1	47.00
Tama.Co.Recordr/1	17.00
TotalAdmin.Serv/1	1,675.80
US CELLULAR/6	273.57
US.Bank.Equipmt/1	341.25
Verizon.Wireles/5	417.53
VF.Services/4	10,950.00
Wellmark.Inc./1	10,145.31
Westendorf,T/1	745.50
Windstream/1	76.44
WOOD,A/1	42.00

YRC/1	264.17
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Supplies/Parts

Arnold.Motor.Su/15	1,174.98
Baker.Taylor/3	123.50
BDH/1	142.73
Black.Tire.Bike/1	1,721.97
BLUEGLOBES.INC/2	324.00
Brown.Supply.Co/2	382.00
Carpenter.Unfrm/6	3,032.13
City.Laundering/15	897.66
City.Urbandale/1	100.00
Cntrl.IA.Farm/1	231.00
Cntrl.Office/3	117.24
Crescnt.Electrc/2	803.96
Crop.Production/10	4,143.18
Cummins.Cntrl.P/3	601.27
DEMCO.INCORP./2	108.79
Diamond.Vogel/1	13.26
Electric.Supply/1	45.76
Environ.Hazards/6	394.00
Environ.Resourc/1	531.46
Fareway.Stores/1	47.00
Findaway.World/1	219.87
Fink,K/1	9.69
Fire.Services.T/1	300.00
Galls.LLC/4	382.88
Gillig.LLC/2	1,135.36
Grout.Museum/1	537.00
Hach.Co/1	97.24
Home.Rental/2	46.00
Ia.Hometown.Sec/1	2,941.23

IA.Library/2	100.00
Ken.Wise.Buick/1	57.79
Keystone.Lab/1	29.00
Marshall.Co.EMS/1	40.00
Mead.OBrien/1	896.97
Motion.Industry/4	777.70
Napa.Auto/11	234.88
New.Flyer.Indus/1	958.87
Oreilly.Automot/1	14.73
Pettengill.Cnst/1	165.94
R.S.Stover.Inc/1	1,159.00
Racom.Corp/4	120.85
Ranson,R/1	50.00
Reliant.Fire.Ap/1	46.22
Road.Machinery/1	105.06
Sams.Club/2	221.54
Smokin.G.BBQ/1	320.00
Storey.Kenwrthy/1	41.98
Tri.State.Lock/1	20.00
Verizon.Wireles/1	680.17
Watchguard.Vide/1	271.00
Watson,T/1	36.52
Travel/Training	
Bryant,W/1	150.25
CHANDLER,J/1	115.44
Fink,K/2	224.94
Nickel,J/2	213.44
VAUGHN,R/1	138.06
Utilities	
Alliant/46	12,705.97
Cntrl.IA.Water/1	144.56
Mtwn.Wtrwrks/1	54.47
Total/908	789,661.88



James L. Lowrance, Mayor
Jessica Kinser, Administrator
Diana Steiner, Finance Director
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FINANCE DEPARTMENT

April 6, 2017

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

From: Finance Department

Re: February Monthly Financial Statements

Policy Issue: N/A

Recommendation: Staff recommends approving the February 2017 monthly financial statements.

Background: The Finance department has prepared and reconciled the February 2017 financial statements for your review. The attached reports include the following:

- Fund Balance Report, which includes the beginning balance at 6/30/16, the year-to-date revenues and expenses for 8 months and the ending fund cash balance.
- Investment Report, which includes current balances and interest rates for all city investments.
- Revenue budget report, which groups revenues by category and includes a fund summary with the current period and fiscal year-to-date totals.
- Expense budget report, which groups expenses by function (department) and includes a fund summary with period and fiscal year-to-date totals.
- Monthly Budget Report, which reflects monthly and year-to-date revenues and expenses by each fund and then in summary.

The budget amounts still show the original adopted budgets. The budget amendment will not be reflected until the March financial statements.

Budget Impact: N/A

Attachment: February 2017 Financial Statements

cc: Jessica Kinser, City Administrator

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



Fund Balance Report

As Of 02/28/2017



City of Marshalltown, IA

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
001 - GENERAL FUND	1,024,716.95	7,730,871.96	9,288,878.60	-533,289.69
010 - CASH FLOW RESERVE FUND	1,838,544.63	223,274.78	0.00	2,061,819.41
030 - CAPITAL RESERVE	158,390.73	442,500.73	503,667.45	97,224.01
031 - CAPITAL RSRV-BLDG MAINT	460,988.74	1,177.44	1,100.00	461,066.18
050 - COLISEUM ACTIVITY FUND	11,881.81	21,001.87	27,586.62	5,297.06
110 - ROAD USE TAX	3,347,231.35	2,453,674.69	1,022,733.39	4,778,172.65
112 - EMPLOYEE BENEFITS FUND	1,929,064.64	2,063,284.64	1,064,758.32	2,927,590.96
117 - POLICE/FIRE RETIREMENT	452,390.42	620,742.45	487,504.77	585,628.10
119 - EMERGENCY FUND	0.00	117,355.18	112,744.47	4,610.71
121 - LOCAL OPTION SALES TAX	3,173,437.13	4,370,913.58	2,959,212.45	4,585,138.26
125 - TAX INCREMENT FINANCING	760,217.85	247,220.72	62,575.00	944,863.57
130 - CITY TORT LIABILITY	133,712.77	27,949.97	50,680.54	110,982.20
131 - SPECIAL ASSESSMENTS SURPLUS	0.00	0.00	0.00	0.00
132 - GRANTS-STATE/LOCAL AGENCIES	3,754.34	25,040.58	225.00	28,569.92
133 - UNDESIGNATED FEDERAL GRANTS	0.00	0.00	0.00	0.00
140 - PARK & REC DONATION FUND	60,419.72	176,887.66	14,500.05	222,807.33
141 - MTOWN TENNIS ASSOC	1,656.12	4.15	0.00	1,660.27
142 - SOFTBALL ASSOCIATION FUND	34,460.87	17,540.20	25,027.91	26,973.16
143 - NICHOLSON FORD REAP GRANT	0.00	0.00	0.00	0.00
144 - LIVE HEALTHY IOWA	7,011.71	2,530.82	339.38	9,203.15
150 - COPS FAST GRANTS	-5,630.72	27,984.27	28,641.28	-6,287.73
151 - DEPT OF JUSTICE GRANTS	-344.68	31,663.91	30,971.40	347.83
152 - POLICE UNDESIGNATED GRANTS	2,542.28	25,229.12	68,301.07	-40,529.67
153 - POLICE DEPT DONATION FUND	39,984.73	69,064.33	11,251.77	97,797.29
155 - (D)POLICE PENSION - SPEC REV	0.00	0.00	0.00	0.00
156 - FIRE DEPT DONATION FUND	2,833.66	2,230.17	1,898.77	3,165.06
157 - FIRE DEPT GRANTS	0.00	145,561.50	141,023.17	4,538.33
160 - ECONOMIC DEVELOPMENT GIFT	49,114.14	125.56	0.00	49,239.70
161 - SURETY DEPOSITS/SUBDIVIDER	10,246.44	26.23	0.00	10,272.67
170 - LIBRARY DONATION FUND	60,429.07	24,189.44	14,070.39	70,548.12
177 - SEIZED ASSETS (POLICE)	25,381.03	207.87	112.00	25,476.90
180 - HOUSING GRANTS	36,179.04	90.64	1,238.57	35,031.11
181 - (D)HUD LEAD GRANT	0.00	0.00	-48.10	48.10
182 - #4 HUD LEAD GRANT	-2,982.89	12,250.00	171.15	9,095.96
183 - FY 08 EDI (ECON DEV INCENTIVE)	-10,595.20	0.00	950.00	-11,545.20
184 - VOUCHERS - 002, 003	75,244.52	968,165.55	910,567.22	132,842.85
185 - CDBG HOUSING GRANTS	0.00	101.25	0.00	101.25
186 - CBDG GRANTS-NSP	-99,532.18	49,720.77	5,125.51	-54,936.92
187 - HUD LEAD MATCH	40,262.42	0.00	0.00	40,262.42
188 - #5 HUD LEAD GRANT	-54,775.65	639,268.06	803,584.50	-219,092.09
190 - 911 SURCHARGE	297,764.04	297,565.10	135,260.76	460,068.38
198 - Z_GROUP HEALTH INSURANCE RET	0.00	0.00	0.00	0.00
199 - Z_CERTIFICATES	0.00	0.00	0.00	0.00
200 - GO BONDS DEBT FUND	82,335.27	1,607,913.50	193,206.25	1,497,042.52
300 - CIP COLLECTION FUND	414,879.40	294,516.04	442,255.06	267,140.38
310 - FEDERAL STREET GRANTS	-31,418.16	989,081.85	1,381,447.91	-423,784.22
311 - RISE STREET GRANTS	-172,385.37	75,420.28	0.00	-96,965.09
312 - AIRPORT PROJECT FUND	-80,880.44	40,267.00	87,067.68	-127,681.12
320 - SPECIAL ASSESSMENT PROJECTS	-60,269.95	13,189.00	0.00	-47,080.95
340 - BIKE PATH PROJECT FUND	66,941.44	305,604.95	323,159.82	49,386.57
341 - TREES FOREVER PROJECT	2,424.50	6.23	85.00	2,345.73
350 - GO BONDS CAPITAL PROJECTS	6,804.00	1,567.84	0.00	8,371.84
351 - 2012 BOND CAPITAL PROJ FUND	0.00	0.00	0.00	0.00
352 - 2013 BOND PROCEEDS CAP PRJ	0.00	0.00	0.00	0.00

Fund Balance Report
As Of 02/28/2017

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
353 - 2014 GO BONDS	942,149.74	1,888.83	439,923.33	504,115.24
354 - POLICE & FIRE STATIONS	-14,947.52	5,165,767.78	924,571.65	4,226,248.61
355 - 2015 GO BONDS	1,994,239.70	1,793.53	1,968,507.48	27,525.75
356 - 2016 BONDS - STREET PROJECTS	0.00	2,087,752.24	19,371.13	2,068,381.11
380 - (D) S CENTER STREET PROJECTS	0.00	0.00	0.00	0.00
381 - CAPITAL STREET PROJECTS	0.00	0.00	0.00	0.00
382 - PUBLIC WORKS FACILITY	1,259.74	3.31	0.00	1,263.05
383 - CARNAGIE/CITY HALL REVITALIZTN	0.00	0.00	0.00	0.00
391 - TIF DISTRICT II CAP PROJECTS	-773,177.90	699,295.56	404,852.65	-478,734.99
392 - TIF DISTRICT III CAP PROJECTS	7,813.61	19.96	0.00	7,833.57
393 - TIF DISTRICT IV CAP PROJECTS	0.00	0.00	0.00	0.00
610 - WATER POLLUTION CONTROL	2,683.14	2,588,340.68	2,588,394.59	2,629.23
611 - WPCP REVENUE	7,151,423.19	4,864,073.66	2,883,540.68	9,131,956.17
612 - WPCP REVENUE BOND FUND	5,183,134.08	12,901.88	93,516.38	5,102,519.58
613 - SEWER I/I PROJECT	0.00	0.00	0.00	0.00
614 - WPCP CAPITAL IMPROVEMENT RSRV	1,002,021.95	2,561.55	0.00	1,004,583.50
615 - WPCP PLANT & IMPROVEMENTS	0.00	0.00	0.00	0.00
616 - SANITARY SEWER REHAB PROJECT	7,941.30	2.41	4,564,562.55	-4,556,618.84
617 - SANITARY SEWER NEW CONSTRUCTN	30,923.61	24,115.94	0.00	55,039.55
690 - TRANSIT OPERATING	188,430.54	307,293.91	416,243.87	79,480.58
691 - PARA TRANSIT	0.00	0.00	0.00	0.00
740 - STORM SEWER UTILITY	1,061,896.13	696,134.06	328,166.86	1,429,863.33
741 - 2016 GO STORM WATER PROJ	0.00	3,045,464.01	1,232,117.42	1,813,346.59
750 - COMPOSTING FACILITY	173,069.15	42,159.59	38,636.79	176,591.95
760 - P&R CONCESSIONS ENTERPRISE	16,764.40	17,968.42	22,814.00	11,918.82
881 - OCCUPATIONAL INSURANCE ESCROW	113,918.57	220.62	99,882.83	14,256.36
884 - GROUP HEALTH INSURANCE ESCROW	2,557,654.32	1,767,870.43	1,697,595.04	2,627,929.71
885 - FLEXIBLE BENEFITS FUND	0.00	0.00	0.00	0.00
886 - WORKMAN'S COMP DEDUCTIBLE FUND	37,584.54	95.61	341.04	37,339.11
899 - INVENTORY FUND	0.00	0.00	0.00	0.00
910 - POLICE PENSION - T & A	0.00	5,360.46	6,892.02	-1,531.56
950 - SUBDIVIDER IMPROVEMENT ESCROW	0.00	0.00	0.00	0.00
951 - SALES TAX REIMBURSEMENT	0.00	0.00	0.00	0.00
952 - SURETY BONDS/DEPOSITS	0.00	0.00	0.00	0.00
953 - IA STATE SLEUTH USR GRP	0.00	0.00	0.00	0.00
954 - FRIENDS OF THE LIBRARY	0.00	0.00	0.00	0.00
955 - WATER WORKS ASSESSMENTS	0.00	0.00	0.00	0.00
991 - GOVERNMENTAL ASSETS	0.00	0.00	0.00	0.00
Report Total:	33,777,212.81	45,494,066.32	37,931,805.44	41,339,473.69

**February Investment Report**City of Marshalltown, IA
For Period Ending 02-28-17

Account	Name	Ending Balance	
BalObject: 0212 - FRMS SAVINGS BANK SVGS			
999.0212.000	FRMS SAVINGS BANK SVGS	2,003,687.22	0.27
Total BalObject: 0212 - FRMS SAVINGS BANK SVGS:		2,003,687.22	
BalObject: 0213 - CENTRAL STATE BNK MONEY MARKET			
999.0213.000	CENTRAL STATE BNK MONEY MARKET	4,013,477.97	0.40
Total BalObject: 0213 - CENTRAL STATE BNK MONEY MARKET:		4,013,477.97	
BalObject: 0216 - GREAT WESTERN BANK MM			
354.0216.000	GREAT WESTERN BANK MM	752,603.22	0.25
355.0216.000	GREAT WESTERN BANK M	191,039.09	0.25
356.0216.000	GREAT WESTERN BANK M	87,752.24	0.25
612.0216.000	GREAT WESTERN BANK M	1,005,720.42	0.25
741.0216.000	GREAT WESTERN BANK M	840,940.24	0.25
999.0216.000	GREAT WESTERN BANK MM	2,088,107.87	0.25
Total BalObject: 0216 - GREAT WESTERN BANK MM:		4,966,163.08	
BalObject: 0226 - CSB (0-90 Days)			
999.0226.000	CENTRAL STATE BANK (0-90 Days)	500,000.00	0.70
Total BalObject: 0226 - CSB (0-90 Days):		500,000.00	
BalObject: 0242 - GREAT WESTRN CD (91-365 DYS)			
741.0242.000	GREAT WESTERN CD (91-365 Days)	1,000,000.00	0.85
Total BalObject: 0242 - GREAT WESTRN CD (91-365 DYS):		1,000,000.00	
BalObject: 0247 - FRMRS SVGS BK CD (91-365)			
356.0247.000	FARMERS BK CD	1,000,000.00	0.71
Total BalObject: 0247 - FRMRS SVGS BK CD (91-365):		1,000,000.00	
BalObject: 0248 - HOME FEDERAL CD (91-365DY)			
121.0248.000	HOME FEDERAL CD (91-365DY)	1,000,000.00	0.75
354.0248.000	HOME FEDERAL CD (91-365 DAYS)	2,700,000.00	.51 to .85
Total BalObject: 0248 - HOME FEDERAL CD (91-365DY):		3,700,000.00	0.52
BalObject: 0249 - UNITED BANK&TRST CD (91-365DY)			
356.0249.000	UNITED BANK&TRST CD	1,000,000.00	0.55
Total BalObject: 0249 - UNITED BANK&TRST CD (91-365DY):		1,000,000.00	
BalObject: 0250 - CENTRAL STATE BANK (91-365) CD			
999.0250.000	CENTRAL STATE BANK (91-365) CD	4,500,000.00	.75 to 1.5
Total BalObject: 0250 - CENTRAL STATE BANK (91-365) CD:		4,500,000.00	
BalObject: 0252 - GNB 365 INV			
121.0252.000	GNB 365 Day Inv	1,000,000.00	0.75
611.0252.000	GNB 365 Day Inv	1,000,000.00	0.75
Total BalObject: 0252 - GNB 365 INV:		2,000,000.00	
BalObject: 0261 - USBANK CD (> 1 YR)			
999.0261.000	USBANK CD (> 1 YR)	1,000,000.00	0.75
Total BalObject: 0261 - USBANK CD (> 1 YR):		1,000,000.00	
BalObject: 0263 - GNB CD (>1 YR)			
354.0263.000	GNB CD (>1 YR)	1,000,000.00	0.92
Total BalObject: 0263 - GNB CD (>1 YR):		1,000,000.00	
BalObject: 0265 - IPAIT CD (> 1 YR)			
884.0265.000	IPAIT CD (> 1 YR)	1,000,000.00	0.84
Total BalObject: 0265 - IPAIT CD (> 1 YR):		1,000,000.00	
BalObject: 0266 - CENTRAL STATE BANK CD (> 1 YR)			
884.0266.000	Central State Bank(>1 Year)	1,000,000.00	0.95
999.0266.000	CENTRAL STATE BANK CD (> 1 YR)	1,000,000.00	1.40 to 1.5
Total BalObject: 0266 - CENTRAL STATE BANK CD (> 1 YR):		2,000,000.00	
BalObject: 0267 - FARMERS CD (> 1 YR)			
010.0267.000	FARMERS CD (> 1 YR)	1,009,822.72	0.89
999.0267.000	FARMERS CD (> 1 YR)	1,004,711.43	0.52
Total BalObject: 0267 - FARMERS CD (> 1 YR):		2,014,534.15	
BalObject: 0269 - UB&T CD (> 1 YR)			
611.0269.000	UB&T CD (> 1 YR)	1,003,528.77	0.41
Total BalObject: 0269 - UB&T CD (> 1 YR):		1,003,528.77	
Grand Totals:		32,701,391.19	



Budget Report

Revenue by Category and Fund

For Fiscal: 2016-2017 Period Ending: 02/28/2017

Category	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
40 - TAXES	16,540,025.00	430,536.51	10,061,451.86	(6,478,573.14)	0.39
42 - LICENSES AND PERMITS	265,125.00	12,112.19	157,739.29	(107,385.71)	0.41
43 - INTERGOVERNMENTAL REVENUE	10,100,702.00	681,755.40	7,178,898.13	(2,921,803.87)	0.29
44 - CHARGES FOR SERVICE	8,808,243.00	644,377.14	6,066,531.07	(2,741,711.93)	0.31
46 - USE OF MONEY & PROPERTY	148,210.00	41,199.61	168,376.58	20,166.58	0.14
47 - SPECIAL ASSESSMENTS	22,206.00	-	10,406.00	(11,800.00)	0.53
48 - MISCELLANEOUS REVENUE	198,100.00	20,812.90	915,262.05	717,162.05	3.62
49 - OTHER FINANCING SOURCE	2,900,000.00	-	10,255,543.90	7,355,543.90	2.54
65 - TRANSFERS	8,876,230.00	373,493.03	8,906,310.32	30,080.32	0.00
Report Total:	47,858,841.00	2,204,286.78	43,720,519.20	(4,138,321.80)	0.09

Budget Report

For Fiscal: 2016-2017 Period Ending: 02/28/2017

Fund Summary

Fund	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
001 - GENERAL FUND	14,886,804.00	164,663.30	7,730,871.96	(7,155,932.04)	0.48
010 - CASH FLOW RESERVE FUND	5,000.00	1,021.95	223,274.78	218,274.78	43.65
030 - CAPITAL RESERVE	954,723.00	26.23	442,500.73	(512,222.27)	0.54
031 - CAPITAL RSRV-BLDG MAINT	750.00	124.38	1,177.44	427.44	0.57
050 - COLISEUM ACTIVITY FUND	23,220.00	2,114.40	21,001.87	(2,218.13)	0.10
110 - ROAD USE TAX	3,350,000.00	321,652.98	2,453,674.69	(896,325.31)	0.27
112 - EMPLOYEE BENEFITS FUND	2,524,293.00	1,210.11	2,063,284.64	(461,008.36)	0.18
117 - POLICE/FIRE RETIREMENT	1,156,525.00	5,316.86	620,742.45	(535,782.55)	0.46
119 - EMERGENCY FUND	219,142.00	975.47	117,355.18	(101,786.82)	0.46
121 - LOCAL OPTION SALES TAX	3,002,690.00	293,359.92	4,370,913.58	1,368,223.58	0.46
125 - TAX INCREMENT FINANCING	503,248.00	2,359.70	247,220.72	(256,027.28)	0.51
130 - CITY TORT LIABILITY	200.00	1,227.77	27,949.97	27,749.97	138.75
132 - GRANTS-STATE/LOCAL AGENCIES	-	7.71	25,040.58	25,040.58	-
140 - PARK & REC DONATION FUND	5,000.00	11,957.30	176,887.66	171,887.66	34.38
141 - MTOWN TENNIS ASSOC	-	0.45	4.15	4.15	-
142 - SOFTBALL ASSOCIATION FUND	79,700.00	7.07	17,540.20	(62,159.80)	0.78
144 - LIVE HEALTHY IOWA	6,400.00	2.48	2,530.82	(3,869.18)	0.60
150 - COPS FAST GRANTS	49,000.00	8,790.53	27,984.27	(21,015.73)	0.43
151 - DEPT OF JUSTICE GRANTS	25,000.00	10,992.49	31,663.91	6,663.91	0.27
152 - POLICE UNDESIGNATED GRANTS	106,663.00	-	25,229.12	(81,433.88)	0.76
153 - POLICE DEPT DONATION FUND	2,400.00	928.38	69,064.33	66,664.33	27.78
156 - FIRE DEPT DONATION FUND	-	25.85	2,230.17	2,230.17	-
157 - FIRE DEPT GRANTS	-	1.22	145,561.50	145,561.50	-
160 - ECONOMIC DEVELOPMENT GIFT	-	13.28	125.56	125.56	-
161 - SURETY DEPOSITS/SUBDIVIDER	-	2.77	26.23	26.23	-
170 - LIBRARY DONATION FUND	20,000.00	10,019.03	24,189.44	4,189.44	0.21
177 - SEIZED ASSETS (POLICE)	1,400.00	26.80	207.87	(1,192.13)	0.85

180 - HOUSING GRANTS	5,000.00	9.45	90.64	(4,909.36)	0.98
182 - #4 HUD LEAD GRANT	112,837.00	-	12,250.00	(100,587.00)	0.89
184 - VOUCHERS - 002, 003	1,256,450.00	121,218.30	968,165.55	(288,284.45)	0.23
185 - CDBG HOUSING GRANTS	-	-	101.25	101.25	-
186 - CBDG GRANTS-NSP	-	189.77	49,720.77	49,720.77	-
188 - #5 HUD LEAD GRANT	1,500,000.00	131,277.70	639,268.06	(860,731.94)	0.57
190 - 911 SURCHARGE	271,500.00	80,445.80	297,565.10	26,065.10	0.10
200 - GO BONDS DEBT FUND	3,242,609.00	13,750.47	1,607,913.50	(1,634,695.50)	0.50
300 - CIP COLLECTION FUND	549,104.00	2,584.85	294,516.04	(254,587.96)	0.46
310 - FEDERAL STREET GRANTS	1,500,600.00	-	989,081.85	(511,518.15)	0.34
311 - RISE STREET GRANTS	-	-	75,420.28	75,420.28	-
312 - AIRPORT PROJECT FUND	716,394.00	33,119.00	40,267.00	(676,127.00)	0.94
320 - SPECIAL ASSESSMENT PROJECTS	15,000.00	-	13,189.00	(1,811.00)	0.12
340 - BIKE PATH PROJECT FUND	378,369.00	13.32	305,604.95	(72,764.05)	0.19
341 - TREES FOREVER PROJECT	3,000.00	0.63	6.23	(2,993.77)	1.00
350 - GO BONDS CAPITAL PROJECTS	7,206.00	2.26	1,567.84	(5,638.16)	0.78
353 - 2014 GO BONDS	-	135.99	1,888.83	1,888.83	-
354 - POLICE & FIRE STATIONS	-	237.68	5,165,767.78	5,165,767.78	-
355 - 2015 GO BONDS	-	60.33	1,793.53	1,793.53	-
356 - 2016 BONDS - STREET PROJECTS	-	27.71	2,087,752.24	2,087,752.24	-
382 - PUBLIC WORKS FACILITY	50,000.00	0.34	3.31	(49,996.69)	1.00
391 - TIF DISTRICT II CAP PROJECTS	-	-	699,295.56	699,295.56	-
392 - TIF DISTRICT III CAP PROJECTS	-	2.11	19.96	19.96	-
610 - WATER POLLUTION CONTROL	-	373,493.03	2,588,340.68	2,588,340.68	-
611 - WPCP REVENUE	6,650,105.00	483,105.90	4,864,073.66	(1,786,031.34)	0.27
612 - WPCP REVENUE BOND FUND	-	5,372.16	12,901.88	12,901.88	-
614 - WPCP CAPITAL IMPROVEMENT RSRV	2,700.00	271.00	2,561.55	(138.45)	0.05
616 - SANITARY SEWER REHAB PROJECT	-	-	2.41	2.41	-
617 - SANITARY SEWER NEW CONSTRUCTN	-	300.00	24,115.94	24,115.94	-
690 - TRANSIT OPERATING	669,000.00	18,770.04	307,293.91	(361,706.09)	0.54
740 - STORM SEWER UTILITY	3,900,000.00	101,506.13	696,134.06	(3,203,865.94)	0.82
741 - 2016 GO STORM WATER PROJ	-	1,399.83	3,045,464.01	3,045,464.01	-
750 - COMPOSTING FACILITY	68,509.00	161.58	42,159.59	(26,349.41)	0.38
760 - P&R CONCESSIONS ENTERPRISE	38,300.00	2.97	17,968.42	(20,331.58)	0.53
Report Total:	47,858,841.00	2,204,286.78	43,720,519.20	(4,138,321.80)	0.09



City of Marshalltown, IA

Budget Report

Expense by Function and Fund

For Fiscal: 2016-2017 Period Ending: 02/28/2017

Function	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
1010 - Police Operations/Crime Prevention	5,151,979.00	359,715.92	3,349,343.00	1,802,636.00	0.35
1013 - Police Dispatch	1,167,646.00	70,534.42	700,228.96	467,417.04	0.40
1030 - Emergency Mgmt	29,580.00	2,502.73	22,903.31	6,676.69	0.23
1040 - Flood Control	2,255,394.00	1,267.50	51,751.52	2,203,642.48	0.98
1050 - Fire Department	2,724,572.00	213,119.28	2,004,320.13	720,251.87	0.26
1051 - Fire Training	134,728.00	12,133.25	88,942.00	45,786.00	0.34
1052 - Fire Prevention Bureau	4,500.00	852.86	4,014.34	485.66	0.11
1070 - Building Inspections	185,889.00	14,129.26	119,992.09	65,896.91	0.35
1071 - Rental Inspections	106,208.00	7,801.66	71,949.09	34,258.91	0.32
1072 - Electrical Inspections	76,608.00	5,719.06	50,233.19	26,374.81	0.34
1075 - Code Enforcement	43,600.00	1,022.28	91,745.24	(48,145.24)	(1.10)
1090 - Animal Control	50,000.00	4,166.67	37,500.03	12,499.97	0.25
1099 - Police and Fire Building Exps	-	154,721.38	695,584.79	(695,584.79)	-
1901 - Parking	39,462.40	3,594.22	31,305.69	8,156.71	0.21
2010 - Roads, Bridges, Sidewalks	2,780,435.00	260,787.96	3,133,690.25	(353,255.25)	(0.13)
2011 - Sidewalks	55,000.00	-	-	55,000.00	1.00
2012 - Street Construction	2,128,000.00	3,841.88	1,790,470.38	337,529.62	0.16
2030 - Street Lighting	231,201.00	3,442.45	140,521.18	90,679.82	0.39
2040 - Traffic Safety	254,168.00	16,260.98	131,814.68	122,353.32	0.48
2050 - Snow Removal	250,524.00	7,446.87	114,663.40	135,860.60	0.54
2055 - Tree Removal	-	394.33	2,782.11	(2,782.11)	-
2060 - Highway Engineering	560,904.00	37,331.97	328,027.47	232,876.53	0.42
2070 - Street Cleaning	7,500.00	-	2,524.05	4,975.95	0.66
2080 - Airport	139,536.00	1,617.00	131,198.43	8,337.57	0.06
2090 - Garbage	114,063.00	268.70	56,934.20	57,128.80	0.50
3040 - Health Regulation & Inspections	1,181,278.00	137,069.68	792,696.12	388,581.88	0.33
3900 - Other Social Services	38,116.00	9,852.25	27,387.58	10,728.42	0.28
4010 - Library Services	1,318,222.00	65,038.49	724,780.87	593,441.13	0.45
4020 - Museum, Band, Theater	9,672.00	-	10,034.28	(362.28)	(0.04)
4030 - Parks	1,387,201.00	42,713.61	784,297.10	602,903.90	0.43
4040 - Recreation	93,645.00	3,917.52	73,386.03	20,258.97	0.22
4041 - Community Schools	178,628.00	10,987.92	111,338.37	67,289.63	0.38
4045 - Swimming Pools	212,441.00	2,499.88	142,489.14	69,951.86	0.33
4060 - Community Center	76,760.00	6,396.66	57,569.94	19,190.06	0.25
4065 - Coliseum	44,338.00	3,354.01	30,811.62	13,526.38	0.31
5010 - Community Beautification	23,326.00	1,047.63	9,472.60	13,853.40	0.59
5020 - Econmic Development	89,000.00	40.00	66,159.57	22,840.43	0.26
5030 - Housing & Urban Renewal	1,303,009.00	109,366.54	915,692.73	387,316.27	0.30
5040 - Planning & Zoning	73,415.00	3,323.93	47,246.64	26,168.36	0.36
5900 - Other Community and Economic Dev.	345,050.00	-	208,103.28	136,946.72	0.40
6010 - Mayor	13,875.00	675.86	6,309.52	7,565.48	0.55
6011 - Council	25,451.00	1,760.78	14,907.00	10,544.00	0.41
6012 - City Manager	127,972.00	9,648.68	85,004.75	42,967.25	0.34
6020 - Clerk	138,702.00	11,265.21	92,111.14	46,590.86	0.34
6021 - Finance	801,086.00	50,784.19	553,000.25	248,085.75	0.31
6025 - HR	101,022.00	8,028.76	63,931.65	37,090.35	0.37
6030 - Elections	8,900.00	-	-	8,900.00	1.00
6040 - Legal Services	116,000.00	5,710.00	55,338.36	60,661.64	0.52
6050 - City Hall & Gen Buildings	68,141.00	1,804.51	26,338.17	41,802.83	0.61
6051 - Carnegie Bldg	45,460.00	1,964.75	15,119.21	30,340.79	0.67
6070 - Data Processing,IT	221,695.00	12,269.34	63,168.60	158,526.40	0.72
6075 - Cable TV	51,630.00	11,490.73	36,919.00	14,711.00	0.28
6900 - Other Gen Gov	169,321.00	1,596.76	4,305.35	165,015.65	0.97
7010 - Debt Service	3,091,413.00	-	193,206.25	2,898,206.75	0.94
8015 - Sewer & Sewage Disposal	4,616,631.00	177,657.44	1,829,680.99	2,786,950.01	0.60
8016 - Sanitary Sewer	2,386,940.00	164,618.66	5,416,792.53	(3,029,852.53)	(1.27)
8050 - Transit	706,814.00	77,609.58	416,243.87	290,570.13	0.41
8065 - Storm Water	2,525,266.00	114,632.29	349,372.23	2,175,893.77	0.86
8066 - Storm Water-Eng	550,000.00	-	767,142.51	(217,142.51)	(0.39)
8067 - Storm Water-Dike	24,952.00	-	16,531.88	8,420.12	0.34
8068 - Storm Water-Permit	-	4.74	4.74	(4.74)	-
8070 - Compost	80,088.60	22.83	38,636.79	41,451.81	0.52
8080 - P&R Concessions	41,677.00	423.36	22,814.00	18,863.00	0.45
9000 - 9000	8,876,230.00	373,493.03	8,906,310.32	(30,080.32)	(0.00)
Report Total:	49,654,865.00	2,603,742.25	36,127,094.51	13,527,770.49	0.27

Budget Report

For Fiscal: 2016-2017 Period Ending: 02/28/2017

Fund Summary

Fund	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
001 - GENERAL FUND	15,330,750.40	1,008,942.10	9,288,878.60	6,041,871.80	0.39
030 - CAPITAL RESERVE	954,743.00	30,379.97	503,667.45	451,075.55	0.47
031 - CAPITAL RSRV-BLDG MAINT	65,000.00	-	1,100.00	63,900.00	0.98
050 - COLISEUM ACTIVITY FUND	44,338.00	3,129.01	27,586.62	16,751.38	0.38
110 - ROAD USE TAX	3,282,623.00	22,290.97	1,022,733.39	2,259,889.61	0.69
112 - EMPLOYEE BENEFITS FUND	2,556,955.00	-	1,064,758.32	1,492,196.68	0.58
117 - POLICE/FIRE RETIREMENT	1,124,979.00	-	487,504.77	637,474.23	0.57
119 - EMERGENCY FUND	219,142.00	-	112,744.47	106,397.53	0.49
121 - LOCAL OPTION SALES TAX	3,025,000.00	1,267.50	2,959,212.45	65,787.55	0.02
125 - TAX INCREMENT FINANCING	385,046.00	-	62,575.00	322,471.00	0.84
130 - CITY TORT LIABILITY	15,000.00	2,586.50	50,680.54	(35,680.54)	(2.38)
132 - GRANTS-STATE/LOCAL AGENCIES	-	225.00	225.00	(225.00)	-
140 - PARK & REC DONATION FUND	11,147.00	1,526.64	14,500.05	(3,353.05)	(0.30)
142 - SOFTBALL ASSOCIATION FUND	117,747.00	102.97	25,027.91	92,719.09	0.79
144 - LIVE HEALTHY IOWA	5,858.00	-	339.38	5,518.62	0.94
150 - COPS FAST GRANTS	44,101.00	3,624.55	28,641.28	15,459.72	0.35
151 - DEPT OF JUSTICE GRANTS	32,459.00	-	30,971.40	1,487.60	0.05
152 - POLICE UNDESIGNATED GRANTS	94,869.00	7,094.65	68,301.07	26,567.93	0.28
153 - POLICE DEPT DONATION FUND	8,200.00	150.00	11,251.77	(3,051.77)	(0.37)
156 - FIRE DEPT DONATION FUND	-	-	1,898.77	(1,898.77)	-
157 - FIRE DEPT GRANTS	-	-	141,023.17	(141,023.17)	-
170 - LIBRARY DONATION FUND	13,700.00	395.81	14,070.39	(370.39)	(0.03)
177 - SEIZED ASSETS (POLICE)	10,000.00	112.00	112.00	9,888.00	0.99
180 - HOUSING GRANTS	2,070.00	346.68	1,238.57	831.43	0.40
181 - (D)HUD LEAD GRANT	-	-	(48.10)	48.10	-
182 - #4 HUD LEAD GRANT	-	186.66	171.15	(171.15)	-
183 - FY 08 EDI (ECON DEV INCENTIVE)	-	40.00	950.00	(950.00)	-
184 - VOUCHERS - 002, 003	1,303,009.00	108,714.38	910,567.22	392,441.78	0.30
186 - CBDG GRANTS-NSP	-	652.16	5,125.51	(5,125.51)	-
187 - HUD LEAD MATCH	26,788.00	-	-	26,788.00	1.00
188 - #5 HUD LEAD GRANT	1,152,420.00	136,536.34	803,584.50	348,835.50	0.30
190 - 911 SURCHARGE	250,290.00	7,240.99	135,260.76	115,029.24	0.46
200 - GO BONDS DEBT FUND	3,091,413.00	-	193,206.25	2,898,206.75	0.94
300 - CIP COLLECTION FUND	954,473.00	-	442,255.06	512,217.94	0.54
310 - FEDERAL STREET GRANTS	1,287,000.00	1,895.00	1,381,447.91	(94,447.91)	(0.07)
312 - AIRPORT PROJECT FUND	58,200.00	-	87,067.68	(28,867.68)	(0.50)
340 - BIKE PATH PROJECT FUND	377,176.00	-	323,159.82	54,016.18	0.14
341 - TREES FOREVER PROJECT	3,000.00	85.00	85.00	2,915.00	0.97
353 - 2014 GO BONDS	-	30,844.60	439,923.33	(439,923.33)	-
354 - POLICE & FIRE STATIONS	-	161,896.38	924,571.65	(924,571.65)	-
355 - 2015 GO BONDS	1,150,000.00	163,180.08	1,968,507.48	(818,507.48)	(0.71)
356 - 2016 BONDS - STREET PROJECTS	-	-	19,371.13	(19,371.13)	-
391 - TIF DISTRICT II CAP PROJECTS	-	1,834.38	404,852.65	(404,852.65)	-
393 - TIF DISTRICT IV CAP PROJECTS	50,000.00	-	-	50,000.00	1.00
610 - WATER POLLUTION CONTROL	6,983,571.00	331,919.10	2,588,394.59	4,395,176.41	0.63
611 - WPCP REVENUE	10,000.00	373,493.03	2,883,540.68	(2,873,540.68)	(287.35)
612 - WPCP REVENUE BOND FUND	-	-	93,516.38	(93,516.38)	-
616 - SANITARY SEWER REHAB PROJECT	20,000.00	10,357.00	4,564,562.55	(4,544,562.55)	(227.23)
690 - TRANSIT OPERATING	706,814.00	77,609.58	416,243.87	290,570.13	0.41
740 - STORM SEWER UTILITY	2,965,218.00	114,622.03	328,166.86	2,637,051.14	0.89
741 - 2016 GO STORM WATER PROJ	1,800,000.00	15.00	1,232,117.42	567,882.58	0.32
750 - COMPOSTING FACILITY	80,088.60	22.83	38,636.79	41,451.81	0.52
760 - P&R CONCESSIONS ENTERPRISE	41,677.00	423.36	22,814.00	18,863.00	0.45
Report Total:	49,654,865.00	2,603,742.25	36,127,094.51	13,527,770.49	0.27



City of Marshalltown, IA

Monthly Budget Report - Marshalltown

Group Summary

For Fiscal: Current Period Ending: 02/28/2017

Account Typ...	February Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 001 - GENERAL FUND					
Revenue	164,663.30	9,924,536.00	7,730,871.96	-2,193,664.04	14,886,804.00
Expense	1,008,942.10	10,220,500.00	9,288,878.60	931,621.40	15,330,750.40
Total Fund: 001 - GENERAL FUND:	-844,278.80	-295,964.00	-1,558,006.64	-1,262,042.64	-443,946.40
Fund: 010 - CASH FLOW RESERVE FUND					
Revenue	1,021.95	3,333.36	223,274.78	219,941.42	5,000.00
Total Fund: 010 - CASH FLOW RESERVE FUND:	1,021.95	3,333.36	223,274.78	219,941.42	5,000.00
Fund: 030 - CAPITAL RESERVE					
Revenue	26.23	636,482.00	442,500.73	-193,981.27	954,723.00
Expense	30,379.97	636,495.36	503,667.45	132,827.91	954,743.00
Total Fund: 030 - CAPITAL RESERVE:	-30,353.74	-13.36	-61,166.72	-61,153.36	-20.00
Fund: 031 - CAPITAL RSRV-BLDG MAINT					
Revenue	124.38	500.00	1,177.44	677.44	750.00
Expense	0.00	43,333.36	1,100.00	42,233.36	65,000.00
Total Fund: 031 - CAPITAL RSRV-BLDG MAINT:	124.38	-42,833.36	77.44	42,910.80	-64,250.00
Fund: 050 - COLISEUM ACTIVITY FUND					
Revenue	2,114.40	15,480.00	21,001.87	5,521.87	23,220.00
Expense	3,129.01	29,558.80	27,586.62	1,972.18	44,338.00
Total Fund: 050 - COLISEUM ACTIVITY FUND:	-1,014.61	-14,078.80	-6,584.75	7,494.05	-21,118.00
Fund: 110 - ROAD USE TAX					
Revenue	321,652.98	2,233,333.36	2,453,674.69	220,341.33	3,350,000.00
Expense	22,290.97	2,188,415.52	1,022,733.39	1,165,682.13	3,282,623.00
Total Fund: 110 - ROAD USE TAX:	299,362.01	44,917.84	1,430,941.30	1,386,023.46	67,377.00
Fund: 112 - EMPLOYEE BENEFITS FUND					
Revenue	1,210.11	1,682,862.00	2,063,284.64	380,422.64	2,524,293.00
Expense	0.00	1,704,636.72	1,064,758.32	639,878.40	2,556,955.00
Total Fund: 112 - EMPLOYEE BENEFITS FUND:	1,210.11	-21,774.72	998,526.32	1,020,301.04	-32,662.00
Fund: 117 - POLICE/FIRE RETIREMENT					
Revenue	5,316.86	771,016.64	620,742.45	-150,274.19	1,156,525.00
Expense	0.00	749,986.00	487,504.77	262,481.23	1,124,979.00
Total Fund: 117 - POLICE/FIRE RETIREMENT:	5,316.86	21,030.64	133,237.68	112,207.04	31,546.00
Fund: 119 - EMERGENCY FUND					
Revenue	975.47	146,094.64	117,355.18	-28,739.46	219,142.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 02/28/2017

Account Typ...	February Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Expense	0.00	146,094.64	112,744.47	33,350.17	219,142.00
Total Fund: 119 - EMERGENCY FUND:	975.47	0.00	4,610.71	4,610.71	0.00
Fund: 121 - LOCAL OPTION SALES TAX					
Revenue	293,359.92	2,001,793.36	4,370,913.58	2,369,120.22	3,002,690.00
Expense	1,267.50	2,016,666.64	2,959,212.45	-942,545.81	3,025,000.00
Total Fund: 121 - LOCAL OPTION SALES TAX:	292,092.42	-14,873.28	1,411,701.13	1,426,574.41	-22,310.00
Fund: 125 - TAX INCREMENT FINANCING					
Revenue	2,359.70	335,498.64	247,220.72	-88,277.92	503,248.00
Expense	0.00	256,697.44	62,575.00	194,122.44	385,046.00
Total Fund: 125 - TAX INCREMENT FINANCING:	2,359.70	78,801.20	184,645.72	105,844.52	118,202.00
Fund: 130 - CITY TORT LIABILITY					
Revenue	1,227.77	133.36	27,949.97	27,816.61	200.00
Expense	2,586.50	10,000.00	50,680.54	-40,680.54	15,000.00
Total Fund: 130 - CITY TORT LIABILITY:	-1,358.73	-9,866.64	-22,730.57	-12,863.93	-14,800.00
Fund: 132 - GRANTS-STATE/LOCAL AGENCIES					
Revenue	7.71	0.00	25,040.58	25,040.58	0.00
Expense	225.00	0.00	225.00	-225.00	0.00
Total Fund: 132 - GRANTS-STATE/LOCAL AGENCIES:	-217.29	0.00	24,815.58	24,815.58	0.00
Fund: 140 - PARK & REC DONATION FUND					
Revenue	11,957.30	3,333.36	176,887.66	173,554.30	5,000.00
Expense	1,526.64	7,431.36	14,500.05	-7,068.69	11,147.00
Total Fund: 140 - PARK & REC DONATION FUND:	10,430.66	-4,098.00	162,387.61	166,485.61	-6,147.00
Fund: 141 - MTOWN TENNIS ASSOC					
Revenue	0.45	0.00	4.15	4.15	0.00
Total Fund: 141 - MTOWN TENNIS ASSOC:	0.45	0.00	4.15	4.15	0.00
Fund: 142 - SOFTBALL ASSOCIATION FUND					
Revenue	7.07	53,133.28	17,540.20	-35,593.08	79,700.00
Expense	102.97	78,498.08	25,027.91	53,470.17	117,747.00
Total Fund: 142 - SOFTBALL ASSOCIATION FUND:	-95.90	-25,364.80	-7,487.71	17,877.09	-38,047.00
Fund: 144 - LIVE HEALTHY IOWA					
Revenue	2.48	4,266.64	2,530.82	-1,735.82	6,400.00
Expense	0.00	3,905.36	339.38	3,565.98	5,858.00
Total Fund: 144 - LIVE HEALTHY IOWA :	2.48	361.28	2,191.44	1,830.16	542.00
Fund: 150 - COPS FAST GRANTS					
Revenue	8,790.53	32,666.64	27,984.27	-4,682.37	49,000.00
Expense	3,624.55	29,400.64	28,641.28	759.36	44,101.00
Total Fund: 150 - COPS FAST GRANTS:	5,165.98	3,266.00	-657.01	-3,923.01	4,899.00
Fund: 151 - DEPT OF JUSTICE GRANTS					
Revenue	10,992.49	16,666.64	31,663.91	14,997.27	25,000.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 02/28/2017

Account Typ...	February Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Expense	0.00	21,639.44	30,971.40	-9,331.96	32,459.00
Total Fund: 151 - DEPT OF JUSTICE GRANTS:	10,992.49	-4,972.80	692.51	5,665.31	-7,459.00
Fund: 152 - POLICE UNDESIGNATED GRANTS					
Revenue	0.00	71,108.64	25,229.12	-45,879.52	106,663.00
Expense	7,094.65	63,246.00	68,301.07	-5,055.07	94,869.00
Total Fund: 152 - POLICE UNDESIGNATED GRANTS:	-7,094.65	7,862.64	-43,071.95	-50,934.59	11,794.00
Fund: 153 - POLICE DEPT DONATION FUND					
Revenue	928.38	1,600.00	69,064.33	67,464.33	2,400.00
Expense	150.00	5,466.72	11,251.77	-5,785.05	8,200.00
Total Fund: 153 - POLICE DEPT DONATION FUND:	778.38	-3,866.72	57,812.56	61,679.28	-5,800.00
Fund: 156 - FIRE DEPT DONATION FUND					
Revenue	25.85	0.00	2,230.17	2,230.17	0.00
Expense	0.00	0.00	1,898.77	-1,898.77	0.00
Total Fund: 156 - FIRE DEPT DONATION FUND:	25.85	0.00	331.40	331.40	0.00
Fund: 157 - FIRE DEPT GRANTS					
Revenue	1.22	0.00	145,561.50	145,561.50	0.00
Expense	0.00	0.00	141,023.17	-141,023.17	0.00
Total Fund: 157 - FIRE DEPT GRANTS:	1.22	0.00	4,538.33	4,538.33	0.00
Fund: 160 - ECONOMIC DEVELOPMENT GIFT					
Revenue	13.28	0.00	125.56	125.56	0.00
Total Fund: 160 - ECONOMIC DEVELOPMENT GIFT:	13.28	0.00	125.56	125.56	0.00
Fund: 161 - SURETY DEPOSITS/SUBDIVIDER					
Revenue	2.77	0.00	26.23	26.23	0.00
Total Fund: 161 - SURETY DEPOSITS/SUBDIVIDER:	2.77	0.00	26.23	26.23	0.00
Fund: 170 - LIBRARY DONATION FUND					
Revenue	10,019.03	13,333.36	24,189.44	10,856.08	20,000.00
Expense	395.81	9,133.36	14,070.39	-4,937.03	13,700.00
Total Fund: 170 - LIBRARY DONATION FUND:	9,623.22	4,200.00	10,119.05	5,919.05	6,300.00
Fund: 177 - SEIZED ASSETS (POLICE)					
Revenue	26.80	933.28	207.87	-725.41	1,400.00
Expense	112.00	6,666.72	112.00	6,554.72	10,000.00
Total Fund: 177 - SEIZED ASSETS (POLICE):	-85.20	-5,733.44	95.87	5,829.31	-8,600.00
Fund: 180 - HOUSING GRANTS					
Revenue	9.45	3,333.36	90.64	-3,242.72	5,000.00
Expense	346.68	1,380.00	1,238.57	141.43	2,070.00
Total Fund: 180 - HOUSING GRANTS:	-337.23	1,953.36	-1,147.93	-3,101.29	2,930.00
Fund: 181 - (D)HUD LEAD GRANT					
Expense	0.00	0.00	-48.10	48.10	0.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 02/28/2017

Account Typ...	February Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Total Fund: 181 - (D)HUD LEAD GRANT:	0.00	0.00	-48.10	48.10	0.00
Fund: 182 - #4 HUD LEAD GRANT					
Revenue	0.00	75,224.64	12,250.00	-62,974.64	112,837.00
Expense	186.66	0.00	171.15	-171.15	0.00
Total Fund: 182 - #4 HUD LEAD GRANT:	-186.66	75,224.64	12,078.85	-63,145.79	112,837.00
Fund: 183 - FY 08 EDI (ECON DEV INCENTIVE)					
Expense	40.00	0.00	950.00	-950.00	0.00
Total Fund: 183 - FY 08 EDI (ECON DEV INCENTIVE):	40.00	0.00	950.00	-950.00	0.00
Fund: 184 - VOUCHERS - 002, 003					
Revenue	121,218.30	837,633.36	968,165.55	130,532.19	1,256,450.00
Expense	108,714.38	868,672.80	910,567.22	-41,894.42	1,303,009.00
Total Fund: 184 - VOUCHERS - 002, 003:	12,503.92	-31,039.44	57,598.33	88,637.77	-46,559.00
Fund: 185 - CDBG HOUSING GRANTS					
Revenue	0.00	0.00	101.25	101.25	0.00
Total Fund: 185 - CDBG HOUSING GRANTS:	0.00	0.00	101.25	101.25	0.00
Fund: 186 - CBDG GRANTS-NSP					
Revenue	189.77	0.00	49,720.77	49,720.77	0.00
Expense	652.16	0.00	5,125.51	-5,125.51	0.00
Total Fund: 186 - CBDG GRANTS-NSP:	-462.39	0.00	44,595.26	44,595.26	0.00
Fund: 187 - HUD LEAD MATCH					
Expense	0.00	17,858.72	0.00	17,858.72	26,788.00
Total Fund: 187 - HUD LEAD MATCH:	0.00	17,858.72	0.00	17,858.72	26,788.00
Fund: 188 - #5 HUD LEAD GRANT					
Revenue	131,277.70	1,000,000.00	639,268.06	-360,731.94	1,500,000.00
Expense	136,536.34	768,280.08	803,584.50	-35,304.42	1,152,420.00
Total Fund: 188 - #5 HUD LEAD GRANT:	-5,258.64	231,719.92	-164,316.44	-396,036.36	347,580.00
Fund: 190 - 911 SURCHARGE					
Revenue	80,445.80	181,000.00	297,565.10	116,565.10	271,500.00
Expense	7,240.99	166,860.16	135,260.76	31,599.40	250,290.00
Total Fund: 190 - 911 SURCHARGE:	73,204.81	14,139.84	162,304.34	148,164.50	21,210.00
Fund: 200 - GO BONDS DEBT FUND					
Revenue	13,750.47	2,161,739.36	1,607,913.50	-553,825.86	3,242,609.00
Expense	0.00	2,060,942.24	193,206.25	1,867,735.99	3,091,413.00
Total Fund: 200 - GO BONDS DEBT FUND:	13,750.47	100,797.12	1,414,707.25	1,313,910.13	151,196.00
Fund: 300 - CIP COLLECTION FUND					
Revenue	2,584.85	366,069.36	294,516.04	-71,553.32	549,104.00
Expense	0.00	636,315.36	442,255.06	194,060.30	954,473.00
Total Fund: 300 - CIP COLLECTION FUND:	2,584.85	-270,246.00	-147,739.02	122,506.98	-405,369.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 02/28/2017

Account Typ...	February Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 310 - FEDERAL STREET GRANTS					
Revenue	0.00	1,000,400.00	989,081.85	-11,318.15	1,500,600.00
Expense	1,895.00	858,000.00	1,381,447.91	-523,447.91	1,287,000.00
Total Fund: 310 - FEDERAL STREET GRANTS:	-1,895.00	142,400.00	-392,366.06	-534,766.06	213,600.00
Fund: 311 - RISE STREET GRANTS					
Revenue	0.00	0.00	75,420.28	75,420.28	0.00
Total Fund: 311 - RISE STREET GRANTS:	0.00	0.00	75,420.28	75,420.28	0.00
Fund: 312 - AIRPORT PROJECT FUND					
Revenue	33,119.00	477,596.00	40,267.00	-437,329.00	716,394.00
Expense	0.00	38,800.00	87,067.68	-48,267.68	58,200.00
Total Fund: 312 - AIRPORT PROJECT FUND:	33,119.00	438,796.00	-46,800.68	-485,596.68	658,194.00
Fund: 320 - SPECIAL ASSESSMENT PROJECTS					
Revenue	0.00	10,000.00	13,189.00	3,189.00	15,000.00
Total Fund: 320 - SPECIAL ASSESSMENT PROJECTS:	0.00	10,000.00	13,189.00	3,189.00	15,000.00
Fund: 340 - BIKE PATH PROJECT FUND					
Revenue	13.32	252,246.00	305,604.95	53,358.95	378,369.00
Expense	0.00	251,450.72	323,159.82	-71,709.10	377,176.00
Total Fund: 340 - BIKE PATH PROJECT FUND:	13.32	795.28	-17,554.87	-18,350.15	1,193.00
Fund: 341 - TREES FOREVER PROJECT					
Revenue	0.63	2,000.00	6.23	-1,993.77	3,000.00
Expense	85.00	2,000.00	85.00	1,915.00	3,000.00
Total Fund: 341 - TREES FOREVER PROJECT:	-84.37	0.00	-78.77	-78.77	0.00
Fund: 350 - GO BONDS CAPITAL PROJECTS					
Revenue	2.26	4,804.00	1,567.84	-3,236.16	7,206.00
Total Fund: 350 - GO BONDS CAPITAL PROJECTS:	2.26	4,804.00	1,567.84	-3,236.16	7,206.00
Fund: 353 - 2014 GO BONDS					
Revenue	135.99	0.00	1,888.83	1,888.83	0.00
Expense	30,844.60	0.00	439,923.33	-439,923.33	0.00
Total Fund: 353 - 2014 GO BONDS:	-30,708.61	0.00	-438,034.50	-438,034.50	0.00
Fund: 354 - POLICE & FIRE STATIONS					
Revenue	237.68	0.00	5,165,767.78	5,165,767.78	0.00
Expense	161,896.38	0.00	924,571.65	-924,571.65	0.00
Total Fund: 354 - POLICE & FIRE STATIONS:	-161,658.70	0.00	4,241,196.13	4,241,196.13	0.00
Fund: 355 - 2015 GO BONDS					
Revenue	60.33	0.00	1,793.53	1,793.53	0.00
Expense	163,180.08	766,666.64	1,968,507.48	-1,201,840.84	1,150,000.00
Total Fund: 355 - 2015 GO BONDS:	-163,119.75	-766,666.64	-1,966,713.95	-1,200,047.31	-1,150,000.00
Fund: 356 - 2016 BONDS - STREET PROJECTS					
Revenue	27.71	0.00	2,087,752.24	2,087,752.24	0.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 02/28/2017

Account Typ...	February Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Expense	0.00	0.00	19,371.13	-19,371.13	0.00
Total Fund: 356 - 2016 BONDS - STREET PROJECTS:	27.71	0.00	2,068,381.11	2,068,381.11	0.00
Fund: 382 - PUBLIC WORKS FACILITY					
Revenue	0.34	33,333.36	3.31	-33,330.05	50,000.00
Total Fund: 382 - PUBLIC WORKS FACILITY:	0.34	33,333.36	3.31	-33,330.05	50,000.00
Fund: 391 - TIF DISTRICT II CAP PROJECTS					
Revenue	0.00	0.00	699,295.56	699,295.56	0.00
Expense	1,834.38	0.00	404,852.65	-404,852.65	0.00
Total Fund: 391 - TIF DISTRICT II CAP PROJECTS:	-1,834.38	0.00	294,442.91	294,442.91	0.00
Fund: 392 - TIF DISTRICT III CAP PROJECTS					
Revenue	2.11	0.00	19.96	19.96	0.00
Total Fund: 392 - TIF DISTRICT III CAP PROJECTS:	2.11	0.00	19.96	19.96	0.00
Fund: 393 - TIF DISTRICT IV CAP PROJECTS					
Expense	0.00	33,333.36	0.00	33,333.36	50,000.00
Total Fund: 393 - TIF DISTRICT IV CAP PROJECTS:	0.00	33,333.36	0.00	33,333.36	50,000.00
Fund: 610 - WATER POLLUTION CONTROL					
Revenue	373,493.03	0.00	2,588,340.68	2,588,340.68	0.00
Expense	331,919.10	4,655,713.92	2,588,394.59	2,067,319.33	6,983,571.00
Total Fund: 610 - WATER POLLUTION CONTROL:	41,573.93	-4,655,713.92	-53.91	4,655,660.01	-6,983,571.00
Fund: 611 - WPCP REVENUE					
Revenue	483,105.90	4,433,403.36	4,864,073.66	430,670.30	6,650,105.00
Expense	373,493.03	6,666.64	2,883,540.68	-2,876,874.04	10,000.00
Total Fund: 611 - WPCP REVENUE:	109,612.87	4,426,736.72	1,980,532.98	-2,446,203.74	6,640,105.00
Fund: 612 - WPCP REVENUE BOND FUND					
Revenue	5,372.16	0.00	12,901.88	12,901.88	0.00
Expense	0.00	0.00	93,516.38	-93,516.38	0.00
Total Fund: 612 - WPCP REVENUE BOND FUND:	5,372.16	0.00	-80,614.50	-80,614.50	0.00
Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV					
Revenue	271.00	1,800.00	2,561.55	761.55	2,700.00
Total Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV:	271.00	1,800.00	2,561.55	761.55	2,700.00
Fund: 616 - SANITARY SEWER REHAB PROJECT					
Revenue	0.00	0.00	2.41	2.41	0.00
Expense	10,357.00	13,333.36	4,564,562.55	-4,551,229.19	20,000.00
Total Fund: 616 - SANITARY SEWER REHAB PROJECT:	-10,357.00	-13,333.36	-4,564,560.14	-4,551,226.78	-20,000.00
Fund: 617 - SANITARY SEWER NEW CONSTRUCTN					
Revenue	300.00	0.00	24,115.94	24,115.94	0.00
Total Fund: 617 - SANITARY SEWER NEW CONSTRUCTN:	300.00	0.00	24,115.94	24,115.94	0.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 02/28/2017

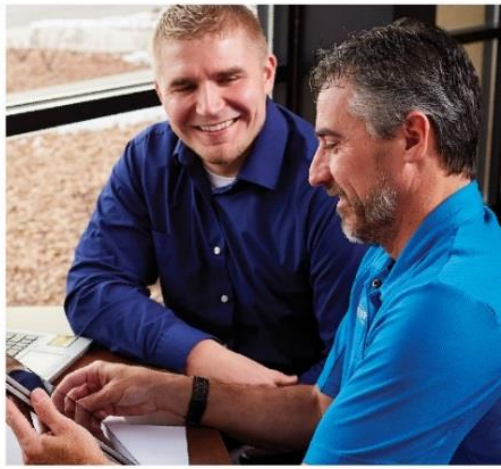
Account Typ...	February Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 690 - TRANSIT OPERATING					
Revenue	18,770.04	446,000.00	307,293.91	-138,706.09	669,000.00
Expense	77,609.58	471,209.20	416,243.87	54,965.33	706,814.00
Total Fund: 690 - TRANSIT OPERATING:	-58,839.54	-25,209.20	-108,949.96	-83,740.76	-37,814.00
Fund: 740 - STORM SEWER UTILITY					
Revenue	101,506.13	2,600,000.00	696,134.06	-1,903,865.94	3,900,000.00
Expense	114,622.03	1,976,811.84	328,166.86	1,648,644.98	2,965,218.00
Total Fund: 740 - STORM SEWER UTILITY:	-13,115.90	623,188.16	367,967.20	-255,220.96	934,782.00
Fund: 741 - 2016 GO STORM WATER PROJ					
Revenue	1,399.83	0.00	3,045,464.01	3,045,464.01	0.00
Expense	15.00	1,200,000.00	1,232,117.42	-32,117.42	1,800,000.00
Total Fund: 741 - 2016 GO STORM WATER PROJ:	1,384.83	-1,200,000.00	1,813,346.59	3,013,346.59	-1,800,000.00
Fund: 750 - COMPOSTING FACILITY					
Revenue	161.58	45,672.64	42,159.59	-3,513.05	68,509.00
Expense	22.83	53,392.48	38,636.79	14,755.69	80,088.60
Total Fund: 750 - COMPOSTING FACILITY:	138.75	-7,719.84	3,522.80	11,242.64	-11,579.60
Fund: 760 - P&R CONCESSIONS ENTERPRISE					
Revenue	2.97	25,533.36	17,968.42	-7,564.94	38,300.00
Expense	423.36	27,784.56	22,814.00	4,970.56	41,677.00
Total Fund: 760 - P&R CONCESSIONS ENTERPRISE:	-420.39	-2,251.20	-4,845.58	-2,594.38	-3,377.00
Fund: 881 - OCCUPATIONAL INSURANCE ESCROW					
Revenue	3.85	0.00	220.62	220.62	0.00
Expense	70,319.58	0.00	99,882.83	-99,882.83	0.00
Total Fund: 881 - OCCUPATIONAL INSURANCE ESCROW:	-70,315.73	0.00	-99,662.21	-99,662.21	0.00
Fund: 884 - GROUP HEALTH INSURANCE ESCROW					
Revenue	230,529.83	0.00	1,767,870.43	1,767,870.43	0.00
Expense	246,282.40	0.00	1,697,595.04	-1,697,595.04	0.00
Total Fund: 884 - GROUP HEALTH INSURANCE ESCROW:	-15,752.57	0.00	70,275.39	70,275.39	0.00
Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND					
Revenue	10.07	0.00	95.61	95.61	0.00
Expense	107.36	0.00	341.04	-341.04	0.00
Total Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND:	-97.29	0.00	-245.43	-245.43	0.00
Fund: 910 - POLICE PENSION - T & A					
Revenue	0.00	0.00	5,360.46	5,360.46	0.00
Expense	765.78	0.00	6,892.02	-6,892.02	0.00
Total Fund: 910 - POLICE PENSION - T & A:	-765.78	0.00	-1,531.56	-1,531.56	0.00
Report Total:	-486,386.84	-1,197,350.24	7,562,260.88	8,759,611.12	-1,796,024.00

Fund Summary

Fund	February Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
001 - GENERAL FUND	-844,278.80	-295,964.00	-1,558,006.64	-1,262,042.64	-443,946.40
010 - CASH FLOW RESERVE FUND	1,021.95	3,333.36	223,274.78	219,941.42	5,000.00
030 - CAPITAL RESERVE	-30,353.74	-13.36	-61,166.72	-61,153.36	-20.00
031 - CAPITAL RSRV-BLDG MAINT	124.38	-42,833.36	77.44	42,910.80	-64,250.00
050 - COLISEUM ACTIVITY FUND	-1,014.61	-14,078.80	-6,584.75	7,494.05	-21,118.00
110 - ROAD USE TAX	299,362.01	44,917.84	1,430,941.30	1,386,023.46	67,377.00
112 - EMPLOYEE BENEFITS FUND	1,210.11	-21,774.72	998,526.32	1,020,301.04	-32,662.00
117 - POLICE/FIRE RETIREMENT	5,316.86	21,030.64	133,237.68	112,207.04	31,546.00
119 - EMERGENCY FUND	975.47	0.00	4,610.71	4,610.71	0.00
121 - LOCAL OPTION SALES TAX	292,092.42	-14,873.28	1,411,701.13	1,426,574.41	-22,310.00
125 - TAX INCREMENT FINANCING	2,359.70	78,801.20	184,645.72	105,844.52	118,202.00
130 - CITY TORT LIABILITY	-1,358.73	-9,866.64	-22,730.57	-12,863.93	-14,800.00
132 - GRANTS-STATE/LOCAL AGEN	-217.29	0.00	24,815.58	24,815.58	0.00
140 - PARK & REC DONATION FUNI	10,430.66	-4,098.00	162,387.61	166,485.61	-6,147.00
141 - MTOWN TENNIS ASSOC	0.45	0.00	4.15	4.15	0.00
142 - SOFTBALL ASSOCIATION FUN	-95.90	-25,364.80	-7,487.71	17,877.09	-38,047.00
144 - LIVE HEALTHY IOWA	2.48	361.28	2,191.44	1,830.16	542.00
150 - COPS FAST GRANTS	5,165.98	3,266.00	-657.01	-3,923.01	4,899.00
151 - DEPT OF JUSTICE GRANTS	10,992.49	-4,972.80	692.51	5,665.31	-7,459.00
152 - POLICE UNDESIGNATED GRAI	-7,094.65	7,862.64	-43,071.95	-50,934.59	11,794.00
153 - POLICE DEPT DONATION FUN	778.38	-3,866.72	57,812.56	61,679.28	-5,800.00
156 - FIRE DEPT DONATION FUND	25.85	0.00	331.40	331.40	0.00
157 - FIRE DEPT GRANTS	1.22	0.00	4,538.33	4,538.33	0.00
160 - ECONOMIC DEVELOPMENT C	13.28	0.00	125.56	125.56	0.00
161 - SURETY DEPOSITS/SUBDIVIDI	2.77	0.00	26.23	26.23	0.00
170 - LIBRARY DONATION FUND	9,623.22	4,200.00	10,119.05	5,919.05	6,300.00
177 - SEIZED ASSETS (POLICE)	-85.20	-5,733.44	95.87	5,829.31	-8,600.00
180 - HOUSING GRANTS	-337.23	1,953.36	-1,147.93	-3,101.29	2,930.00
181 - (D)HUD LEAD GRANT	0.00	0.00	48.10	48.10	0.00
182 - #4 HUD LEAD GRANT	-186.66	75,224.64	12,078.85	-63,145.79	112,837.00
183 - FY 08 EDI (ECON DEV INCENT	-40.00	0.00	-950.00	-950.00	0.00
184 - VOUCHERS - 002, 003	12,503.92	-31,039.44	57,598.33	88,637.77	-46,559.00
185 - CDBG HOUSING GRANTS	0.00	0.00	101.25	101.25	0.00
186 - CBDG GRANTS-NSP	-462.39	0.00	44,595.26	44,595.26	0.00
187 - HUD LEAD MATCH	0.00	-17,858.72	0.00	17,858.72	-26,788.00
188 - #5 HUD LEAD GRANT	-5,258.64	231,719.92	-164,316.44	-396,036.36	347,580.00
190 - 911 SURCHARGE	73,204.81	14,139.84	162,304.34	148,164.50	21,210.00
200 - GO BONDS DEBT FUND	13,750.47	100,797.12	1,414,707.25	1,313,910.13	151,196.00
300 - CIP COLLECTION FUND	2,584.85	-270,246.00	-147,739.02	122,506.98	-405,369.00
310 - FEDERAL STREET GRANTS	-1,895.00	142,400.00	-392,366.06	-534,766.06	213,600.00

Monthly Budget Report - Marshalltown
For Fiscal: Current Period Ending: 02/28/2017

311 - RISE STREET GRANTS	0.00	0.00	75,420.28	75,420.28	0.00
312 - AIRPORT PROJECT FUND	33,119.00	438,796.00	-46,800.68	-485,596.68	658,194.00
320 - SPECIAL ASSESSMENT PROJEC	0.00	10,000.00	13,189.00	3,189.00	15,000.00
340 - BIKE PATH PROJECT FUND	13.32	795.28	-17,554.87	-18,350.15	1,193.00
341 - TREES FOREVER PROJECT	-84.37	0.00	-78.77	-78.77	0.00
350 - GO BONDS CAPITAL PROJECT	2.26	4,804.00	1,567.84	-3,236.16	7,206.00
353 - 2014 GO BONDS	-30,708.61	0.00	-438,034.50	-438,034.50	0.00
354 - POLICE & FIRE STATIONS	-161,658.70	0.00	4,241,196.13	4,241,196.13	0.00
355 - 2015 GO BONDS	-163,119.75	-766,666.64	-1,966,713.95	-1,200,047.31	-1,150,000.00
356 - 2016 BONDS - STREET PROJEC	27.71	0.00	2,068,381.11	2,068,381.11	0.00
382 - PUBLIC WORKS FACILITY	0.34	33,333.36	3.31	-33,330.05	50,000.00
391 - TIF DISTRICT II CAP PROJECTS	-1,834.38	0.00	294,442.91	294,442.91	0.00
392 - TIF DISTRICT III CAP PROJECT	2.11	0.00	19.96	19.96	0.00
393 - TIF DISTRICT IV CAP PROJECT	0.00	-33,333.36	0.00	33,333.36	-50,000.00
610 - WATER POLLUTION CONTROL	41,573.93	-4,655,713.92	-53.91	4,655,660.01	-6,983,571.00
611 - WPCP REVENUE	109,612.87	4,426,736.72	1,980,532.98	-2,446,203.74	6,640,105.00
612 - WPCP REVENUE BOND FUND	5,372.16	0.00	-80,614.50	-80,614.50	0.00
614 - WPCP CAPITAL IMPROVEMENT	271.00	1,800.00	2,561.55	761.55	2,700.00
616 - SANITARY SEWER REHAB PRC	-10,357.00	-13,333.36	-4,564,560.14	-4,551,226.78	-20,000.00
617 - SANITARY SEWER NEW CONS	300.00	0.00	24,115.94	24,115.94	0.00
690 - TRANSIT OPERATING	-58,839.54	-25,209.20	-108,949.96	-83,740.76	-37,814.00
740 - STORM SEWER UTILITY	-13,115.90	623,188.16	367,967.20	-255,220.96	934,782.00
741 - 2016 GO STORM WATER PRC	1,384.83	-1,200,000.00	1,813,346.59	3,013,346.59	-1,800,000.00
750 - COMPOSTING FACILITY	138.75	-7,719.84	3,522.80	11,242.64	-11,579.60
760 - P&R CONCESSIONS ENTERPR	-420.39	-2,251.20	-4,845.58	-2,594.38	-3,377.00
881 - OCCUPATIONAL INSURANCE	-70,315.73	0.00	-99,662.21	-99,662.21	0.00
884 - GROUP HEALTH INSURANCE I	-15,752.57	0.00	70,275.39	70,275.39	0.00
886 - WORKMAN'S COMP DEDUCT	-97.29	0.00	-245.43	-245.43	0.00
910 - POLICE PENSION - T & A	-765.78	0.00	-1,531.56	-1,531.56	0.00
Report Total:	-486,386.84	-1,197,350.24	7,562,260.88	8,759,611.12	-1,796,024.00



STATEMENT OF WORK

Prepared For:

Client Name: Mayor James Lowrance
Company Name: City of Marshalltown
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Marshalltown, IA 50158
Phone: 641.754.5760
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ABOUT THIS STATEMENT OF WORK (SOW)

This Statement of Work (SOW) outlines the products (if applicable), services, and deliverables that Marco will provide to the City of Marshalltown, Iowa (hereafter referred to as “City of Marshalltown”). In addition, this SOW outlines the roles and responsibilities of Marco and City of Marshalltown during this review and the key dependencies upon which this SOW is based.

Marco will work closely with City of Marshalltown on a consultative basis to optimize the success of the engagement. Any requested changes to this statement of work will be accommodated according to the change management process outlined below.

CURRENT SITUATION AND DESIRED OUTCOMES

The City of Marshalltown issued a RFP on February 9, 2017 and Marco responded on March 2, 2017. This is for a premise based unified communications solution for all of the locations as identified in the RFP. This RFP is included as part of the SOW.

RFP ADDENDUM

Marco agrees that performance shall be in accordance with the terms of the laws of the State of Iowa, the Telephone System Request for Proposal dated February 9, 2017, all addendums, and the response to the Request for Proposal submitted by Marco, each of which documents are hereby incorporated into the agreement by specific reference and the terms and provisions thereof are and constitute a part of the agreement as if attached hereto or fully set forth herein. In the event of a discrepancy between this contract, contract addendum, and the aforementioned documents, the terms and provisions of the RFP and this addendum shall control.

DESCRIPTION OF SERVICES AND DELIVERABLES

Outlined in this SOW is a complete description of all services that will be provided by Marco. Marco’s certified systems engineers will perform all work according to established manufacturer implementation procedures and guidelines. Prior to the completion of work, Marco will perform standard test procedures to confirm operability of equipment according to manufacturer-published specifications.

Base System Installation

Marco agrees that installation and performance shall be in accordance with the terms of the request for Proposal dated February 9, 2017 and Marco’s Response dated March 2, 2017. An implementation schedule will be delivered to customer at initial kick off meeting. This schedule will provide customer with a timeline and specific details outlining the scope of the project.

Mitel Voice

- Marco will work with the city to program and install the equipment included in the schedule RFP.
- **Other Considerations:**
 - All work to be performed during Marco’s normal business hours. Monday through Friday, 8:00 a.m. to 5:00 p.m. If after hours work is desired a change order will be

needed. Per Marco's response to the RFP system cutover will take place after business hours without additional charge.

- If Marco's assistance is needed for any network equipment not included on the SOP a change order will be needed.
- SOW/SOP does not include any optics, fiber or copper patch cables.

Telephone Company/PSTN

- Marco will assist the City of Marshalltown to help reconfigure any Telco related for this project.

Marco will also provide project management services for this project, including:

- Coordination of all project meetings
- Monitoring of project plans and timelines
- Management of project action items
- Management of the design process, including all design meetings
- Development of end-user training approach and materials
- Management of cutover and post-cutover support, including the post-cutover punch list

Mitel Software Implementation

- Design, program and test the appropriate networking applications, communications system applications and/or software options as purchased in the Schedule of Equipment
- City of Marshalltown to provide all application specific information as required

Marco Warranty and Support

- Marco has included a one year parts and labor support as defined in the RFP

SCHEDULE OF PRODUCTS (IF APPLICABLE)**Total Installed Price:****\$92,003.59**

<u>Qty</u>	<u>Part Number</u>	
79	50006767	6920 IP Phone
47	50006769	6930 IP Phone
2	54000303	MiVoice Business Network Link License
9	54002701	MiVoice Business Analog Extension (ONS) License
1	54003522	MiVoice Business T38 License (4 Channels)
5	54002701	MiVoice Business Analog Extension (ONS) License
3	50006271	Power Cord Pack (Qty 1)
1	51304959	TA7102 (NA) Terminal Adapter 2 port
1	51304960	TA7104 (NA) Terminal Adapter 4 port
2	50003560	Embedded Digital Trunk Module
1	50005084	MXe AC power supply
1	50005105	Analog Services Unit (ASU) II
1	50005731	3300 24-port ONSP card
1	50005751	DSP II MMC
1	50006431	MXe III Raid Sub-System
1	50006731	3300 MXe III w/ 1GB RAM Controller
1	50006271	Power Cord Pack (Qty 1)
1	52002547	3300 CX Analog Survivable Branch Office
1	50006271	Power Cord Pack (Qty 1)
1	52002547	3300 CX Analog Survivable Branch Office
1	50006271	Power Cord Pack (Qty 1)
1	52002547	3300 CX Analog Survivable Branch Office
2	50006271	Power Cord Pack (Qty 1)
1	50005105	Analog Services Unit (ASU) II
1	50005731	3300 24-port ONSP card
1	52002547	3300 CX Analog Survivable Branch Office
1	54004973	MiVoice Business Enterprise PBX Software
1	54006540	UCC v4.0 Entry User for Enterprise x50
27	54006542	UCC v4.0 Standard User for Enterprise x1
1	54006543	UCC v4.0 Standard User for Enterprise x50
1	54005442	MiCollab Virtual Appliance
1	54005442	MiCollab Virtual Appliance
1	54005611	MiCollab NPUM MiVoice Business Mailbox Licenses x50
1	50006489	3300 160G SATA HDD 2 pack(Cntr-Server)
1	50006266	3300 CX(i) 8G SATA SSD
1	50006266	3300 CX(i) 8G SATA SSD
1	50006266	3300 CX(i) 8G SATA SSD
1	50006266	3300 CX(i) 8G SATA SSD
1	50004451	SX-200 ICP MX QUAD CIM Module
1	54005339	MiVoice Border Gateway Virtual

50	54005992	Std S/W Assurance UCC Entry
77	54005993	Stnd S/W Assurance UCC Stnd
1	NJPA Discount	NJPA Public Sector Discount
1	54005195	SWA MiVoice Business Base (16 users)
9	54005196	SWA MiVoice Business ONS (Analog)
1	54005220	SWA MBG Base
1	54005195	SWA MiVoice Business Base (16 users)
1	54005195	SWA MiVoice Business Base (16 users)
1	54005222	SWA MAS Base
50	54005223	SWA MAS NPM Mailbox
1	54005195	SWA MiVoice Business Base (16 users)
1	54005195	SWA MiVoice Business Base (16 users)
5	54005196	SWA MiVoice Business ONS (Analog)

SCHEDULE OF SERVICES

Services for this project will be billed at the predetermined rates per the RFP Response.

Changes or additions to project will be billed upon completion.

CUSTOMER RESPONSIBILITIES AND MARCO ASSUMPTIONS

- Customer to assist in system testing.
- Customer to abide by the mutually agreed upon timeline for the project phases, as well as installation and cutover dates.
- Customer to provide/procure all required public and private SSL certificates for the project.
- Customer to meet end user device requirements for client software included with this project.

Cabling and Environment:

- Customer has proper cabling available capable of carrying traffic and any related technologies, such as PoE, in which this project will require.
- Any additional cabling or demark extensions will be handled with a Change Order.
- Standard power cables are included as part of Marco's deliverable. If non-traditional NEMA 5-15 or 5-20 style cable are needed, they will need to be ordered separately and will require a Change Order.
- Unless specifically noted in the Description of Services and Deliverables section above or per attached Schedule of Products, Marco assumes customer is responsible for all cabling required for this project.
- Customer has adequate rack space, power and cooling capabilities in order to handle the new equipment as part of this project
- Customer has clearly and properly labeled cabling in order to accurately connect devices.
- Customer has support contract for any components not included by Marco, but will be used during the deployment.

FACILITIES

If applicable, City of Marshalltown will provide full access to all premises as needed by Marco to perform its responsibilities under this SOW. Any refusal of access shall relieve Marco of its performance obligations and the assessment schedule shall be revised to reflect the delay. City of Marshalltown will also provide a suitable work area for Marco personnel.

When and where applicable, Marco will configure remote access to City of Marshalltown's network for post-installation remote support. Questions or concerns with Marco having this access should be communicated during the review of this SOW in order to discuss alternative methods of support. When remote access support is authorized, Marco will use this access whenever a support ticket is created. Marco will communicate with City of Marshalltown prior to client network access for any non-support ticket remote access needs.

911 DISCLOSURE STATEMENT

Marco cares about your safety and so we want to ensure you are fully informed about dialing 911 with your new voice services. It is important to understand that there are some critical differences between your 911 services and that of a traditional phone service.

There are certain circumstances in which you will not be able to use 911 services, including, but not limited to the following:

- If your location does not have a phone system controller with access to the telephone company, your 911 location information will not correctly register when dialing 911. Emergency services will receive the address of your corporate facility and NOT your physical location.
- Some examples of when 911 will not work correctly are as follows:
 - You are at a location without a phone system controller connected to the telephone company.
 - Your broadband connection is down.
 - You are using a softphone from outside of your organization.
 - You physically move your IP phone to another office location.
 - Your electrical power is out.

Unlike traditional E-911 services, when you dial 911 you will need to provide emergency dispatchers your name, address and telephone number. Otherwise, emergency responders will be unable to locate you. If your call is unexpectedly disconnected, emergency dispatchers may not be able to call you back or know the correct location to send emergency personnel. Marco recommends you have an alternative means of accessing 911 via a traditional phone line or wireless phone at all times for you and your staff's safety.

To assist in keeping all phone users informed about 911 services and to serve as a reminder in case of an emergency, we have included a 911 warning label that should be attach to the phone.

Please initial below as acknowledgment that you have read and clearly understand the risks involved with the 911 services. Also, by initialing below, you are agreeing that Marco cannot be held liable for any emergency service related issues.

Customer
Initials

Notes:

1) _____

CHANGE MANAGEMENT

Marco will review changes, to this statement of work, that are requested by City of Marshalltown. As part of this review, Marco will prepare a Change Order that documents the requested change and, if applicable, any impact on the implementation schedule and pricing.

Marco will incorporate the change into the project schedule and scope of work upon receipt of the City of Marshalltown signed Change Order. Changes requested can affect the implementation schedule and services price quoted. As a result, Marco will not implement any change without a Change Order authorized by City of Marshalltown and accepted by Marco.

Change and Addition Pricing

Any changes or additions to this Statement of Work, requested by City of Marshalltown, will be priced according to the prevailing rate or if requested by City of Marshalltown, separately quoted before the change or addition is made.

TERMS AND CONDITIONS

This Statement of Work (SOW) is subject to the terms and conditions of the Marco Product and Services Agreement dated 3/28/2017, executed by and between City of Marshalltown and Marco.

This Statement of Work (SOW) is subject to the following terms and conditions:

- Marco shall not be responsible for any delays that result from incomplete or inaccurate information supplied by City of Marshalltown.
- Any work performed by Marco that is not listed in this scope of work or which is required to assist City of Marshalltown with the completion of this project will be subject to the change management process described above.
- Marco shall not be responsible for any failure of equipment or network service resulting from any City of Marshalltown supplied equipment.

RETURNS

Pre-authorization is required for all returns. If you are not satisfied with your purchase, please follow the guidelines below to request approval for a return. Product(s) must be returned to Marco within 15 calendar days of purchase date provided the following criteria are met:

1. Product(s) must be in resalable condition and not damaged. Product(s) must be complete and in manufacturer's original packaging, with no visible damage (i.e., rips, tears, compressions, holes or dents). All seals and packaging tape of manufacturers packaging must be unbroken. There must be no markings or writing on manufacturer's packaging. There must be no stickers, other than the shipping label, on manufacturer's packaging. Product(s) found not to be in resalable condition will be subject to a restocking fee and /or denial of credit.
2. Special or custom orders are non-returnable.
3. Product(s) may be subject to restocking fees.

4. Product(s) that have been installed will be individually reviewed and may be subject to restocking fees, a refusal of return, no credit for the installation and delivery charges, and/or added fees for pick up.
5. Please request your Marco RMA by one of the following:
 - Website: www.marconet.com (online services)
 - Email: returns@marconet.com
 - Phone: 1.800.892.8548 (ask for Returns Department)

PAYMENT TERMS

- Payment terms are net 30 days from date of invoice
- For orders over \$25,000, we require twenty-five percent down at time of order
- Products will be invoiced in full less any down payment at the time of initial delivery to any customer location
- Fixed Bid labor will be billed at the end of the project
- Time and Material Professional Services will be billed as the work is performed
- When a Preferred Service Agreement is used for a time and material project, hours worked will be billed against the Agreement as the work is being performed

NOTICE TO PROCEED

Execution of this Statement of Work (SOW) by City of Marshalltown shall constitute notice to Marco to proceed with the project described in this SOW.

NOTE: Scheduling action cannot be finalized until your concurrence with the SOW has been returned to this office. Any delay at this time can incur a delay in the installation of your programmed facility.

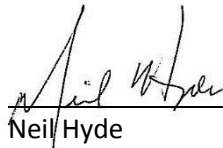
Signed SOW ("ACCEPTANCE SIGNATURES:" section) may be FAXED to 320.259.3087, 651.636.2855 or 800.847.3087; EMAILED to projectmanagers@marconet.com or MAILED to:

Megan Stoner
Project Management Office
Marco
4510 Heatherwood Rd
St. Cloud, MN 56301

ACCEPTANCE SIGNATURES (pre-authorization of project scope and services)

Mayor James Lowrance
City of Marshalltown

Date



Neil Hyde
Marco Technology Advisor

3/28/2017

Date



Chris Kadoun
Marco Consulting Systems Engineer

3/28/2017

Date

NEXT STEPS

Upon receipt of this notice and confirmation of purchase order receipt, Marco will initiate the following “next steps”:

1. Contact City of Marshalltown to schedule installation dates and introduce a Marco Project Manager (if applicable).
2. Assign trained and certified technical resources following confirmation of scheduled dates. These resources will ensure successful completion of tasks as detailed in this SOW.
3. Schedule a Project Kick-off Meeting/Conference call with City of Marshalltown and END USER (if applicable). During this meeting, Marco will introduce the assessment team, work with City of Marshalltown to develop a detailed project schedule, set project milestones and discuss all aspects of this assessment. The Kick-off will provide an opportunity for Marco and END USER to address any outstanding questions or areas of concern. In addition, begin work according to this statement of work and the agreed schedule.
4. **Customer Requests at Time of Installation:**

Any customer requests for changes in products or services that are not listed in this scope of work will be reviewed for applicable impact in scheduling and pricing. Customer acknowledges with its initials, it has requested the following change(s) to this scope of work at the time of installation:

Customer Initials	Technician Initials	Description of changes:
1) _____	_____	_____ _____
2) _____	_____	_____ _____
3) _____	_____	_____ _____

SOW COMPLETION PROCESS

Once all tasks detailed in the Statement of Work Services and Deliverables section have been completed, Marco will consider the project complete and the customer will be notified of project closure.

PRODUCTS AND SERVICES AGREEMENT

THIS PRODUCT AND SERVICES AGREEMENT (the "Agreement"), is made and entered into on 3/28/2017, by and between **MARCO TECHNOLOGIES, LLC** ("Marco") and City of Marshalltown, Iowa ("Customer").

RECITALS

Customer desires to procure certain products and services from Marco; and Marco desires to provide such product and services to Customer on the terms set forth below;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Marco agree as follows:

1. Services:

- 1.1** This Agreement applies to the purchase of all Product and Services (collectively, the "Services") ordered by Customer from Marco. Marco and Customer agree that the Services to be provided by Marco to Customer shall be (i) described in attachments which are executed from time to time by both parties and annexed to this Agreement (the "Attachments"); and (ii) provided in accordance with the provisions of this Agreement. Each Attachment shall contain, as appropriate, a description of the particular Services purchased by Customer; any specifications, warranties, performance or reliability standards and implementation schedules for the Services; and the fees and charges for the Services. Each Attachment may include such additional terms and conditions as mutually agreed to between the parties.
- 1.2** Marco is acting only as a reseller or licensor of any hardware, software and equipment (collectively, the "Equipment") offered under this Agreement that was manufactured by a third party. Marco shall have no responsibility or liability for any malfunction or defects of Equipment either sold, licensed or provided by Marco to or purchased directly by Customer used in connection with the Services. Marco shall make reasonable attempts to replace, repair or correct any such defects of equipment and to inform Customer of such defects, the correction procedure being implemented, and the costs to Customer of such corrective procedure. Any rights or remedies Customer may have regarding the ownership, licensing, performance or compliance of the Equipment is limited to those rights extended to the Customer by the manufacturer, or extended to Marco by the manufacturer and assigned by Marco to Customer, in connection with this Agreement.
- 1.3** Customer is entitled to use any Equipment supplied by Marco only in connection with Customer's permitted use of the Services. Customer shall use Customer's best efforts to protect and keep confidential all intellectual property provided by Marco to Customer through any Equipment and shall make no attempt to copy, alter, reverse-engineer, or tamper with such intellectual property or to use it other than in connection with the Services. Customer shall not resell, transfer, export or re-export any Equipment, or any technical data derived therefrom, in violation of any applicable United States or foreign law.

1.4 In the event that Marco provides Equipment for use by Customer free of charge during the term of this Agreement, upon the termination of this Agreement for any reason, Customer, at Customer's election, may:

- Purchase the Equipment at the rate of seventy five percent (75%) of its original retail value; or
- Return, at Customer's cost, the Equipment to Marco in the same condition as furnished to Customer, excepting normal wear and tear.

2. Billing and Payment:

2.1 Customer shall pay the fees and other charges for each Service as set forth in the particular Attachment relating to such Service.

2.2 Additional charges shall be imposed by Marco and paid by Customer for: (i) hours of service provided by Marco for matters other than those for which Marco is responsible for in connection with the Service, as described in this Attachment; and (ii) any changes to the scope of any project, or other specialized services requested by the Customer.

2.3 With respect to continuing Services, unless otherwise provided, Marco reserves the right to change rates by notifying Customer sixty (60) days in advance of the effective date of the change.

2.4 Customer shall pay a late payment charge equal to one and one-half percent (1.5%) (or the highest amount permitted by law, whichever is lower) per month or portion thereof on the outstanding balance of any invoice remaining unpaid thirty (30) days after the date upon which payment is due ("Due Date"). Accounts unpaid after the Due Date may have service suspended or terminated. Such suspension or termination shall not relieve Customer of Customer's obligation to pay the fee due for Services rendered.

2.5 Customer shall pay all federal, state, and local sales, use, value added, excise, duty and any other taxes assessed with respect to the Services and the sale of hardware, software or equipment to Customer.

3. Term and Termination:

3.1 This Agreement shall become effective on the date set forth at the beginning of the Agreement and shall continue in full force and effect until terminated by either party pursuant to this Section 3.

3.2 This Agreement may be terminated immediately under presence of one or more of the following conditions: (i) by the non-breaching party in the event the other party breaches a material term of this Agreement and fails to cure such breach within thirty (30) days after written notification of such breach; (ii) by the non-breaching party if the other party violates the confidentiality restrictions contained in this Agreement; or (iii) by the non-filing party if the other party files a petition for reorganization, protection from creditors, or otherwise under the bankruptcy laws or laws of any jurisdiction or is adjudicated bankrupt and which is not dismissed or cured within ninety (90) days. Upon termination or expiration of this Agreement pursuant to this Section 3.2, any license and associated rights granted to Customer by Marco will expire automatically and Customer shall promptly return to Marco or destroy any of Marco's Confidential Information, as defined in Section 6, and copies thereof in Customer's possession; and, Marco shall promptly return to Customer or destroy any of Customer's Confidential Information and copies thereof in Marco's possession.

3.3 Notwithstanding anything to the contrary, Customer may terminate this Agreement without cause at any time by providing Marco with ninety (90) days written notice of such termination unless otherwise stated in the Attachment. Upon such termination, Customer shall pay to Marco all payments due until the date of such termination.

4. Warranty:

Except as specifically set forth in this agreement, Marco makes no warranties, express or implied, as to any services, equipment, product or documentation. Marco specifically disclaims any and all implied warranties, including without limitation any implied warranties of merchantability, fitness for a particular purpose, or title or non-infringement of third party rights.

5. Limitation of Liability:

5.1 In no event shall Marco or its employees, affiliates, agents, third-party information providers, merchants, licensors or the like be liable for any indirect, incidental, special or consequential damages, or loss of profits, revenue, data or use, by Customer or any third party, whether in an action in contract, tort, strict liability or other legal theory, even in the event that Marco has been advised of the possibility of such damages. Marco's liability for any damages, losses and causes of actions, whether in contract or tort (including negligence or otherwise), shall not exceed the actual dollar amount paid by Customer for the service which gave rise to such damages, losses and causes of actions during the twelve (12) months prior to the date the damage or loss occurred or the cause of action arose.

6. Confidentiality:

6.1 "Confidential Information" means all other information that is (a) disclosed by either party in any tangible form and clearly labeled or marked as confidential, proprietary or its equivalent, or (b) disclosed by either party orally or visually, and designated confidential, proprietary or its equivalent at the time of its disclosure and reduced to writing and clearly marked or labeled as confidential, proprietary or its equivalent within thirty (30) days of disclosure.

6.2 Non-Disclosure: A party receiving Confidential Information will restrict the use of the Confidential Information to those purposes necessary for the performance of the receiving party's obligations and the exercise of the receiving party's rights under this Agreement, at all times, will safeguard against disclosure of the Confidential Information to third parties using the same degree of care to prevent disclosure as it uses to protect its own information of like importance, but at least reasonable care. A party may make only the minimum number of copies of any Confidential Information required to carry out the purpose of this Agreement. All proprietary and copyright notices in the original must be affixed to copies or partial copies. It is understood that any Confidential Information could be made public under open records requests the City is bound fulfill as a governmental entity.

6.3 Exclusions: Neither party will be obligated to maintain any information in confidence or refrain from use if: (a) the information is or becomes public knowledge without fault of the receiving party, (b) the information was in the receiving party's possession or was known to it prior to its receipt from the disclosing party, (c) the information is independently developed by the receiving party without the utilization of Confidential Information of the disclosing party, (d) the information is or becomes available on an unrestricted basis to the receiving party from a source other than the disclosing party, (e) the information becomes available on an unrestricted basis to a third party from the disclosing party or from

someone acting under its control, or (f) the information is publicly disclosed (that is, not under adequate protective order) by the receiving party under an order of a court or government agency, provided that the receiving party provides prior written notification to the disclosing party of such obligation and the opportunity to oppose such order.

7. Indemnification:

7.1 Marco Indemnification: Marco shall indemnify, defend, and hold harmless Customer, its directors, officers, employees and agents, against any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that the claim is based upon a claim that if true, would constitute a breach of any of Marco's representations, warranties, or obligations hereunder, arises out of the negligence or willful misconduct of Marco, or arises out of any allegation that the Marco Services or materials infringe or violate any patents, copyrights, tradenames, trade secrets, licenses, or other rights of any third party.

7.2 Customer Indemnification: Customer will indemnify, save harmless, and defend Marco and all employees, officers, directors and agents of Marco (collectively "indemnified parties") from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and expenses (including but not limited to reasonable attorneys' fees) threatened, asserted, or filed by a third party against any of the indemnified parties arising out of or relating to the use of the Services by Customer, including any violation of any Marco policy by Customer; a breach of any of Customer's representations, warranties, or obligations hereunder; negligence of willful misconduct of Customer.

8. Non-Solicitation: Customer agrees not to solicit, hire, or otherwise engage in any like activity in any manner whatsoever, directly or indirectly, with any of Marco's employees during the term of this Agreement and for a period of one (1) year thereafter. For each breach by Customer of the forgoing restrictions, Customer will pay Marco an amount equal to any recruitment or referral fees paid by Marco for such employee and the base salary and bonus earned by such employee during the twelve (12) months proceeding Customers breach of the forgoing restrictions.

9. Force Majeure:

Marco shall not be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of, interruption or delay in telecommunications or third party Services (including DNS propagation), inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Services.

10. Disputes:

10.1 Arbitration: Any dispute, controversy, cause of action, or claim, of any kind or nature whatsoever, whether legal or equitable, including, but not limited to, claims in contract, torts or product liability and claims based upon alleged violations of consumer protection laws, which arise out of (1) this Agreement, or the breach, termination or invalidity of this Agreement, (2) any services rendered pursuant to the Agreement, or (3) the sale, installation, modification or use of any related Product, but not including the collection of money due on unpaid invoices, shall be finally and exclusively settled by arbitration in

accordance with the Arbitration Rules of the American Arbitration Association in effect on the date of this Agreement by one (1) arbitrator appointed in accordance with such Rules. The place of arbitration shall be Des Moines, Iowa. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction thereof.

10.2 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without regard to the choice of law or conflict of law principles.

10.3 Attorneys Fees: Should any legal action permissible under this Agreement be instituted to enforce the terms and conditions of this Agreement, in particular the right to collect money due on unpaid invoices, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses incurred at both the trial and appellate levels.

11. Miscellaneous:

11.1 Assignment and Change of Control: Neither this Agreement, nor any right or obligation arising under this Agreement may be assigned, sold and transferred, in whole or in part, without the prior written consent of Marco, including, without limitation, by operation of law, or in the event that Customer is acquired or sells all or substantially all its business or assets to another entity. This Agreement may be assigned, in whole or in part, by Marco without Customer's consent. Subject to the foregoing restrictions, this Agreement will be binding and inure to the benefit of the parties and their successors and assigns.

11.2 Notices: All notices, approvals and other communications required under this Agreement will be in writing and will be deemed delivered upon their delivery, in the case of personal delivery, upon electronic confirmation of delivery via facsimile, in the case of delivery via facsimile, upon its sending if delivered by overnight mail or express courier, or upon three (3) days after posting by certified U.S. Mail, postage prepaid, return receipt requested, addressed to the party to whom directed at the address herein set forth or at such other address as may be from time to time designated in writing by the party changing such address.

MARCO TECHNOLOGIES, LLC
4510 HEATHERWOOD RD
ST CLOUD, MN 56301

City of Marshalltown, Iowa
24 North Center Street
Marshalltown, Iowa 50158
Attn: City Administrator

11.3 Entire Agreement: This Agreement (including its Attachments) sets forth the entire agreement and understanding of the parties relating to the subject matter and supersedes and replaces any and all prior discussions, agreements, understanding, promises and representations, oral or written, between them concerning the subject matter hereof. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by a duly authorized officer of Marco and of Customer.

11.4 No Waiver: The failure of either party at any time to require performance by the other party of any provisions of this Agreement will in no way affect the right of such party to require performance of that provision. Any waiver by either party of any breach of any provision of this Agreement will not be construed as a waiver of

any continuing or succeeding breach of such provision, a waiver of the provision itself or a waiver of any right under this Agreement.

- 11.5 Severability:** If any provision of this Agreement is held invalid by any law, order or regulation of any government, or by the final determination of any state or federal court, such invalidity will not affect the enforceability of any other provisions not held to be invalid.
- 11.6 Remedies:** All remedies set forth in this Agreement will be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise, and may be enforced concurrently or from time to time.
- 11.7 Reservation of Rights:** Nothing in this Agreement will be deemed to imply that any intellectual property rights will be transferred or ceded to either party or third parties.
- 11.8 Headings/Definitions:** The Section headings used in this Agreement are for reference and convenience only and will not enter into the interpretation of this Agreement. Where appropriate in context, the conjunctive will include the disjunctive, *any* will include *all*, *unless* will include *until*, and vice versa.
- 11.9 Authority:** The parties executing this Agreement warrant that this Agreement is being executed with full corporate authority and that the officers whose signatures appear hereon are duly authorized and empowered to make and execute this Agreement in the name of the corporation by appropriate and legal resolution of its Board of Directors.
- 11.10 Counterparts:** This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument. The execution and delivery of counterparts may be accomplished by telefacsimile.
- 11.11 Independent Contractor:** Both parties are independent contractors. Nothing in this Agreement will be deemed to create an agency, partnership, joint venture, or employer/employee relationship. Nothing contained in this Agreement will be construed to: (a) give either party the power to direct and control the day-to-day activities of the other; (b) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; or (c) allow Customer to create or assume any obligation on behalf of Marco for any purpose whatsoever. All financial obligations associated with Customer's business are the sole responsibility of Customer.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be signed and delivered by its duly authorized officer or representative on the date set forth at the beginning of this Agreement.

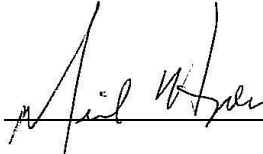
City of Marshalltown, Iowa

By: _____

Name: _____

Title: _____

MARCO TECHNOLOGIES, LLC

By:  _____

Name: Neil Hyde

Title: Technology Advisor

COUNCIL PROCEEDINGS

April 10, 2017

The Marshalltown City Council met in regular session on April 10, 2017, 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 fully participating via speakerphone, Martin, Wirin. Mayor Lowrance thanked the Charles Ethington family for the donation of prints. Chief Tupper thanked AJ Accola for organizing fundraising and the community for their outstanding support of the Police Bicycle Patrol Program, with over seven thousand dollars raised. Wirin moved to approve the agenda, second by Greer. Motion approved 6-0.

INSTALLATION OF COUNCILOR

Greer moved to adopt Resolution 2017-061 Appointing Dan Kester as 1st Ward Councilor, second by Martin. Resolution adopted 6-0. Coughenour administered the oath of office to Kester. Kester joined the meeting.

CONSENT AGENDA:

Greer moved to approve the Consent Agenda: Approve Council meeting Minutes of March 27, 2017, and Special meeting Minutes of April 3, 2017; Approve Bill List in the amount of \$789,661.88; Approve February Financials; Issue Mayoral Proclamation, proclaiming April 24, 2017 as "Stand Against Racism Day;" Liquor application renewals: Best Western Marshalltown; second by Gowdy. Consent agenda adopted 7-0.

REPORTS:

Amanda Accola presented Alliant Energy's Community Annual Partnership Assessment report showing how Alliant Energy partners with the community, providing economic, environmental and community support and customers with rebates. Alliant has over \$3.1 billion invested in Iowa.

MOTIONS:

Greer moved to Approve Special Event Class C Liquor license with outdoor service area, May 11, 2017, - May 14, 2017, Hall of Fame Concession, LLC, Blessing of the Bikes event at the Marshalltown Softball Complex, with removal of the permit for the May 11, 2017, event, second by Wirin. Motion carried 7-0.

Greer moved to Approve Liquor License, Friends of the Orpheum Theater, Black Box Theater and Parking lot area, second by Martin. Motion carried 7-0.

Wirin moved to Approve Iowa Retail Cigarette / Tobacco Permit FA786,dba Liquor and Grocery Depot, 114 N Center Street, second by Martin. Motion carried 5-0, with Greer and Lamer dissenting.

RESOLUTIONS:

Mayor Lowrance declared the public hearing open for the subordination of the five year forgivable lead hazard lien at 511 ½ N 1st Street. The owner requested the city subordinate their position on the lien for mortgage refinancing. Spohnheimer recommended the subordination, as the appraised value of the home exceeds the refinance amount with the city's lien. There were no written or public comments. Mayor Lowrance closed the public hearing.

Wirin moved to adopt Resolution 2017-062 adopting Tentative Resolution 2017-059 Accepting Subordination Agreement for Property Interest at 511 ½ N 1st Street, Lead Abatement Project 53516020, second by Greer. Resolution adopted 7-0.

Mayor Lowrance declared the public hearing open for the plans and specifications and form of contract for the WPCP Biogas Generator project. WPCP Superintendent Bob Ranson reviewed the project. The new generator will replace a 1968 engine and due to plant improvements, more biogas can be utilized, resulting in a small generator required to run the plant. Estimated cost of the project is about \$900,000. There were no written or public comments. Mayor Lowrance closed the public hearing.

Greer moved to adopt Resolution 2017-063 Approving Plans, Specifications, form of contract and estimated cost and directing publication of notice to bidders, WPCP Biogas Generator project 52015014, second by Gowdy. Resolution adopted 7-0.

COUNCIL PROCEEDINGS

April 10, 2017

Mayor Lowrance declared the public hearing open for the plans and specifications and form of contract for the 2017 Asphalt Mill and Overlay, project STR17003. Public Works Director Nickel reviewed the project and estimated the work to be complete by the end of September. There were no written or public comments. Mayor Lowrance closed the public hearing.

Greer moved to adopt Resolution 2017-064 Approving Plans, Specifications, form of contract and estimated cost and directing publication of notice to bidders, 2017 Asphalt Mill and Overlay, project STR17003, second by Gowdy. Resolution adopted 7-0.

Mayor Lowrance declared the public hearing open for the plans and specifications and form of contract for the 2017 Full Depth Street Repair, project STR17004. Public Works Director Nickel reviewed the project, estimated cost under \$950,000 and estimated the work to be complete by the end of September. There were no written or public comments. Mayor Lowrance closed the public hearing.

Greer moved to adopt Resolution 2017-065 Approving Plans, Specifications, form of contract and estimated cost and directing publication of notice to bidders, 2017 Full Depth Street Repair, project STR17004, second by Gowdy. Resolution adopted 7-0.

Mayor Lowrance declared the public hearing open for the plans and specifications and form of contract for the Airport pavement rehabilitation of runway 18/36, project 77016010. Public Works Director Nickel reviewed the project, estimated cost of \$480,000, with 90% federally funded. The project was bid last year, but the bids were rejected. Nickel is hopeful the project redesign will attract favorable bids. There were no written or public comments. Mayor Lowrance closed the public hearing.

Greer moved to adopt Resolution 2017-066 Approving Plans, Specifications, form of contract and estimated cost and directing publication of notice to bidders, Airport pavement rehabilitation of runway 18/36, project 77016010, second by Gowdy. Resolution adopted 7-0.

Wirin moved to adopt Resolution 2017-067 Approving An Amendment to Agreement with Fox Engineering Associates, for engineering services for 2016 Manhole and Point Repair Project 59016002, \$165,250, second by Martin. Resolution adopted 7-0.

Greer moved to adopt Resolution 2017-068 Approving an Agreement and Scope of Work with Marco for the Purchase and Installation of VoIP Capable Phones, \$92,003.59, second by Gowdy. Resolution adopted 7-0.

ORDINANCES

Lamer moved to adopt the second reading of Ordinance 14960 Rezoning, 1202 S 6th St, to R-4, Medium Density Residential District, second by Greer. Public hearing scheduled April 24, 2017. Second reading adopted 7-0.

Gowdy moved to adopt the second reading of Ordinance 14961 Rezoning, Parcel 8318-02-227-005, E South Street and S 7th Avenue area, to R-4, Medium Density Residential District, second by Hoop. Public hearing scheduled April 24, 2017. Second reading adopted 7-0.

DISCUSSION:

Police Chief Tupper recommended the council consider financial incentives for hiring certified police officers. The cost of sending an individual to the police academy is \$8,500 plus weeks of training onsite. There are monetary and shift efficiencies when a certified officer is hired. Tupper suggested the council consider a \$7500 incentive, with \$2500 given upon hire and \$5000 after the ninety day probation period. Councilors inquired if individuals would be required to stay a certain length of time.

COUNCIL PROCEEDINGS

April 10, 2017

Administrator Kinser presented the 1st Quarter goal update, highlighting the following activities: infill development and rezoning for multi family residential units, enhancing of the public image with a new website in the works, improving city services by improving the nuisance ordinance and acquiring funding for a Parks and Recreation Master Plan, the 2017 street plan, continued safety training for staff, and technology improvements, with completion of the Tyler Incode (financial software) and EnerGov (permitting) within the next 90 days. The city is also partnering with other committees, the Central Business District, Trails Inc., Marshalltown Community School District – School Resource Officer, Cleaniac – Earth Day - adoption of a park to clean up by city staff the elected officials, partnership with Crimestoppers to assist with a safety camera project.

PUBLIC COMMENT:

Chief Tupper encouraged the community to visit the 911 dispatch center and thanked the dispatchers for the service, as it was 911 week. Individuals may request to ride along in a squad car, contact Chief Tupper for more information. Coffee with a cop continues on April 22 at Elks Lodge from 8.30 -11.30.

Public Works Director Nickel informed the compost center is open and reminded individuals to protect the storm sewer by keeping leaves and grass out of the street and curb area. Please do not blow your leaves and grass into the curb.

Library Director Rosenblum thanked the community for continuing to support the Library during National Library Week. The library has observed 15-20% more people attending on Sundays than during the week.

ADJOURNMENT

The meeting adjourned at 6:34 PM.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

James L. Lowrance, Mayor

Shari L. Coughenour, CMC, City Clerk



COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET
April 10, 2017, at 5:30 PM

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

CALL TO ORDER: Mayor James L. Lowrance

PLEDGE OF ALLEGIANCE:

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

MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS:

RECOGNITION

Police Bicycle Patrol Program

APPROVAL OF AGENDA:

APPOINTMENT OF NEW COUNCIL MEMBER

1. Resolution 2017-061 Appointing Dan Kester, 1st Ward Councilor.

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.

2. Approve Council meeting Minutes of March 27, 2017, and Special meeting Minutes of April 3, 2017.
3. Approve Bill List in the amount of \$789,661.88.
4. Approve February Financials
5. Issue Mayoral Proclamation, proclaiming April 24, 2017 as "Stand Against Racism Day."
6. Liquor application renewals: Best Western Marshalltown.

(end of consent agenda items)

REPORTS:

7. Community Annual Partnership Assessment, Amanda Accola - Alliant Energy

MOTIONS:

8. Approve Special Event Class C Liquor license with outdoor service area, May 11, 2017, - May 14, 2017, Hall of Fame Concession, LLC, Blessing of the Bikes event at the Marshalltown Softball Complex, with removal of the permit for the May 11, 2017, event.
9. Approve Liquor License, Friends of the Orpheum Theater, Black Box Theater and Parking lot area
10. Approve Iowa Retail Cigarette / Tobacco Permit FA786,dba Liquor and Grocery Depot, 114 N Center Street.

RESOLUTIONS:

PUBLIC HEARING: subordination of lien.

11. Resolution 2017-062 adopting Tentative Resolution 2017-059 Accepting Subordination Agreement for Property Interest at 511 ½ N 1st Street, Lead Abatement Project 53516020.

Visit www.ci.marshalltown.ia.us

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

Marshalltown



PUBLIC HEARING: plans and specifications

12. Resolution 2017-063 Approving Plans, Specifications,, form of contract and estimated cost and directing publication of notice to bidders, WPCP Biogas Generator project 52015014.

PUBLIC HEARING: plans and specifications

13. Resolution 2017-063 Approving Plans, Specifications,, form of contract and estimated cost and directing publication of notice to bidders, 2017 Asphalt Mill and Overlay, project STR17003.

PUBLIC HEARING: plans and specifications

14. Resolution 2017-063 Approving Plans, Specifications,, form of contract and estimated cost and directing publication of notice to bidders, 2017 Full Depth Street Repair, project STR17004.

PUBLIC HEARING: plans and specifications

15. Resolution 2017-063 Approving Plans, Specifications,, form of contract and estimated cost and directing publication of notice to bidders, Airport pavement rehabilitation of runway 18/36, project 77016010.
16. Resolution 2017-064 Approving An Amendment to Agreement with Fox Engineering Associates, for engineering services for 2016 Manhole and Point Repair Project 59016002, \$165,250.
17. Resolution 2017-065 Approving an Agreement and Scope of Work with Marco for the Purchase and Installation of VoIP Capable Phones, \$92,003.59.

ORDINANCES

18. Ordinance 14960 Rezoning, 1202 S 6th St, to R-4, Medium Density Residential District, second reading. Public hearing scheduled April 24, 2017.
19. Ordinance 14961 Rezoning, Parcel 8318-02-227-005, E South Street and S 7th Avenue area, to R-4, Medium Density Residential District, second reading. Public hearing scheduled April 24, 2017.

DISCUSSION:

1. New hire police officer incentives
2. 1st Quarter goal update

PUBLIC COMMENT:

ADJOURNMENT:

Visit www.ci.marshalltown.ia.us

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

Marshalltown



**RESOLUTION FOR APPOINTMENT OF DAN KESTER,
TO FILL VACANCY OF 1st WARD COUNCILOR**

WHEREAS on the 27th day of February, 2017, Robert Schubert passed away, the First Ward Council representative of the Marshalltown City Council ("Council"), thereby creating a vacancy with a term of office ending December 31, 2017; and

WHEREAS the remaining members of the Council have elected to proceed under Iowa Code §372.13(2)(a) to fill the vacancy by appointment; and

WHEREAS on the 21st day of March, 2017, the Council published notice in the time and manner prescribed by §362.3, Iowa Code, stating that it intends to fill the vacancy by appointment, but that electors of the city have the right to file a petition requiring that the vacancy be filled by a special election; and

WHEREAS the Council has received letters of interest for appointment to the vacant seat in the proper form prescribed by the Council, with the necessary supporting documentation, from several qualified electors one of whom it is now appropriate for the Council to appoint to fill the vacancy for the remaining unexpired term.

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

Section 1. That Dan Kester is hereby appointed to the Council as First Ward Representative, effective immediately, to fill the vacancy created by the death of Robert Schubert for the unexpired term of that office, subject only to the provisions of Iowa Code §372.13(2)(a) concerning the rights or electors to request a special election.

Section 2. That the City Clerk shall take no actions which are contrary to this appointment under provisions of the Iowa Code, but shall call for a special meeting of the Council if she receives a valid and timely petition requesting a special election to fill the vacancy for which appointment has just been made herein so the Council may take such further action as may be appropriate.

Passed this 10th day of April, 2017, and signed this ____ day of April, 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

COUNCIL PROCEEDINGS

March 27, 2017

The Marshalltown City Council met in regular session on March 27, 2017, 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, Wirin. Lamer moved to approve the agenda, second by Greer. Motion approved 6-0.

CONSENT AGENDA:

Greer moved to approve the Consent Agenda: Approve Council meeting Minutes of March 13, 2017; Approve Bill List in the amount of \$1,909,060.28; Receipt of the Building Report for February 2017; Approve January 2017 Financials; Appoint Leon Lamer to the Solid Waste Management Commission (Landfill); Resolution 2017-051 Approving Grant Application to the Wellmark Foundation for the development of a Futsal/Tennis court upgrade; Resolution 2017-052 Ordering Construction for the WPCP Bio Gas Generator, setting public hearing on proposed plans, specifications, form of contract and estimated cost and directing publication of notice to bidders, project 52015014; Resolution 2017-053 Ordering Construction for 2017 Asphalt Mill and Overlay, setting public hearing on proposed plans, specifications, form of contract and estimated cost and directing publication of notice to bidders, project STR17003; Resolution 2017-054 Ordering Construction for 2017 Full Depth Street Repair, setting public hearing on proposed plans, specifications, form of contract and estimated cost and directing publication of notice to bidders, project STR17004; Resolution 2017-055 Ordering Construction for the Airport pavement rehabilitation of runway 18/36, setting public hearing on proposed plans, specifications, form of contract and estimated cost and directing publication of notice to bidders, project 77016010; Liquor application renewals: Grocery Store & Tortilleria La Vecindad, Golden Land, Zeno's Pizza, Baymont Inn & Suites, The Spot, Tremont on Main, American Legion; second by Martin. Consent agenda adopted 6-0.

REPORTS:

Child Abuse Prevention Month is April. Jana Enfield reported on activities to strengthen families, as the key to prevention. Fire Chief Rierson presented the 2016 Fire Department Annual Report.

MOTIONS:

Greer moved to approve six month Class B Beer with outdoor service area, Hall of Fame Concession, LLC, effective April 21, 2017, second by Lamer. Motion carried 6-0.

Wirin moved to approve Class E Liquor for Caseys General Store #1441, S 12th Avenue, second by Martin. Motion carried 6-0.

RESOLUTIONS:

Lamer moved to adopt Resolution 2017-056 Pledging \$20,000 for the Crimestoppers Camera Project, pending pledge or receipt of the additional \$40,000 for the project, second by Gowdy. Resolution adopted 6-0. Greer disclosed he is a member of the Crimestoppers board and does not have a conflict that would prohibit voting on this issue.

Wirin moved to adopt Resolution 2017-057 Approving an Agreement with Civic Plus for a Website Redesign, second by Greer. Resolution adopted 6-0.

Gowdy moved to adopt Resolution 2017-058 Approving an Agreement with the Convention and Visitor's Bureau, second by Wirin. The CVB will receive 67% of the hotel/motel tax receipts, and the city reserves the right to amend the contract contingent upon actual finances. Resolution adopted 6-0. Hoop disclosed he is a member of the CVB governing board, but does not have a conflict that would prohibit his voting on this issue.

Greer moved to adopt Tentative Resolution 2017-059 Accepting Subordination Agreement for Property Interest at 511 ½ N 1st Street, Lead Abatement Project 53516020, setting public hearing for April 10, 2017, second by Wirin. Resolution adopted 6-0.

COUNCIL PROCEEDINGS

March 27, 2017

Lamer moved to adopt Resolution 2017-060 Approving Purchase of ten additional licenses for the Tyler Technologies Software Implementation for the Energov Project, at a cost of \$8,700 and annual maintenance agreement fee of \$4,550, second by Wirin. Resolution adopted 6-0.

ORDINANCES

PUBLIC HEARING – Mayor Lowrance declared the public hearing open for the zoning changes in the 1015-1203 S 6th Street areas. There were no public or written comments. Mayor Lowrance declared the public hearing closed. Greer moved to adopt the third reading of, and Ordinance 14958, Approving Changes to the Zoning Ordinance of 2010 MAP by Rezoning Properties to Traditional Neighborhood (TN) District, second by Lamer. 1015, 1101, 1201 and 1203 S 6th Street will be rezoned to TN District, allowing flexibility developers require and additional aesthetic design. Third reading and Ordinance adopted 6-0.

Wirin moved to adopt the first reading of Ordinance 14960 Rezoning, 1202 S 6th St, to R-4, Medium Density Residential District, second by Greer. Public hearing scheduled April 24, 2017. First reading adopted 6-0.

Greer moved to adopt the first reading of Ordinance 14961 Rezoning, Parcel 8318-02-227-005, E South Street and S 7th Avenue area, to R-4, Medium Density Residential District, second by Wirin. Public hearing scheduled April 24, 2017. First reading adopted 6-0.

DISCUSSION:

PUBLIC COMMENT:

Public Works Director informed the council the compost facility will be open Monday, April 3, and recommended it be closed during inclement weather. Mayor Lowrance announced the Special Meeting on April 3, at noon, will be to review the Letters of Interest received for the vacancy on council seat Ward 1, due to the death of Robert Schubert. The council will review letters of interest and interview potential councilors in open session. Librarian Rosenblum informed the council the cameras at the library helped one individual get his stolen bicycle back.

ADJOURNMENT

The meeting adjourned at 6:30 PM.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

James L. Lowrance, Mayor

Shari L. Coughenour, CMC, City Clerk

Council Proceedings
Special Council Meeting
April 3, 2017

A Special meeting of the Marshalltown City Council was convened on April 3, 2017, at 12:01 pm, in the Council Chambers at City Hall, according to posted notices. Mayor Lowrance called the meeting to order and led the Pledge of Allegiance. ROLL CALL: Present – Gowdy, Hoop, Lamer, Martin, Wirin. Absent: Greer. Greer entered the meeting at 12:05pm.

The council conducted interviews of candidates interested and present in being 1st Ward Council representative.

Joel then left the meeting at 1:02pm and returned at 1:03pm.

Following the interviews, Mayor Lowrance informed that Council that if more time was needed for a decision due to the number of candidates, it was possible to wait. Greer made a motion which was seconded by Wirin to move forward with making a selection today. Roll call vote was 6-0; motion carried.

Wirin motioned, seconded by Lamer, to direct the City Administrator to prepare a resolution for the April 10th Council meeting to appoint Daniel Kester to fill the unexpired term for the 1st Ward Council member. On roll call the motion carried 5-1, with Hoop dissenting.

The meeting adjourned at 1:55pm.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, City Clerk

PROCLAMATION

BY
MAYOR JAMES L. LOWRANCE

WHEREAS, the city of Marshalltown has become a community of broadened ethnic diversity, and

WHEREAS, a community is enhanced by the cultural enrichment brought by ethnic diversity, and

WHEREAS, cultural unity can best take place when community members act with determination to build bridges of understanding and find those things shared in common, and

WHEREAS, the Marshalltown YMCA-YWCA, in its work to help bring about this unity, supports and participates in the YWCA-USA signature campaign Stand Against Racism, and

WHEREAS, we salute the Marshalltown YWCA in its praiseworthy mission to eliminate racism, empower women, stand up for social justice, help families, and strengthen communities,

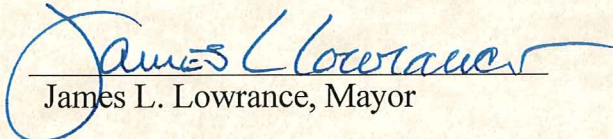
NOW, THEREFORE, I, Jim Lowrance, Mayor of the city of Marshalltown, do hereby proclaim Monday, April 24th, 2017, as

“STAND AGAINST RACISM DAY”

and urge the community to build a safe and unified community and to Take A Stand at the Courthouse from 12:00 o’clock Noon to 1 p.m.



IN WITNESS HEREOF, I have
hereto set my hand and caused my
seal to be affixed on this
7th day of April, 2017.


James L. Lowrance, Mayor

**RESOLUTION ADOPTING TENTATIVE RESOLUTION
ACCEPTING THE SUBORDINATION AGREEMENT FOR PROPERTY INTEREST
AT 511 ½ NORTH 1ST STREET, MARSHALLTOWN, IOWA, LEAD ABATEMENT
PROJECT 53515020**

WHEREAS the Council of the City of Marshalltown, Iowa did, on the 27th day of March 2017, place on file a Tentative Resolution whereby it proposed to accept subordination of a forgivable lien at 511 ½ N. 1st Street, Marshalltown, Iowa, property hereinafter described; and

WHEREAS published notice as required by law of the intended acceptance of the subordination agreement by the CITY OF MARSHALLTOWN, IOWA, of the real estate lien has all been duly published and no objections to the proposed subordination have been filed in writing with the City Clerk and no objections thereto are made in open Council meeting to the proposed subordination as heretofore set forth and that this is the time and place provided for in said Tentative Resolution and in the published notice for this Council to take final action upon said Tentative Resolution; and

WHEREAS the purpose of this Resolution is to authorize the subordination of the forgivable loan as recorded as Instrument No. 2015-00005894 in the records of Marshall County, Iowa so the property owners may refinance their home mortgage.

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

Section 1. The Tentative Resolution placed on file in the office of the Clerk of the CITY OF MARSHALLTOWN, IOWA, on the 27th day of March 2017, whereby it is proposed subordinate title of the CITY MARSHALLTOWN, IOWA, to the real estate located in the City of Marshalltown described as:

The North 30 feet of Lot 5 Block 1 of Weatherly and Shorthill's Addition to the Town of Marshall, Marshall County, Iowa.

is hereby approved and adopted..

Section 2. The Mayor and Clerk are hereby authorized to execute the attached Subordination Agreement and to do all things necessary to carry out subordination.

Passed this _____ day of _____ 2017, and signed this _____ day of _____ 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND COST FOR THE WPCP BIO-GAS GENERATOR INSTALLATION PROJECT,
IN THE CITY OF MARSHALLTOWN, IOWA,
BEING PROJECT NO. 52015014

WHEREAS there was placed on file in the office of the Clerk of the City of Marshalltown, Iowa, proposed plans and specifications, proposed form of contract and estimated cost for a public improvement in the City of Marshalltown, Iowa, for the WPCP Bio-Gas Generator Installation Project No. 52015014 as fully set forth in the resolution ordering same, and that public notice of hearing on such plans, specifications and form of contract were duly published in the Marshalltown Times-Republican in time for hearing now before the Council, and

WHEREAS written objections to the plans, specifications and form of contract have been called for and no such written objections have been filed with the City Clerk, and oral objections being called for and no oral objections being made in open Council, it is the decision of this Council that such plans, specifications, form of contract and estimate of cost should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the plans, specifications, form of contract and estimated cost heretofore placed on file and upon which public notice has been duly given and no objections thereto have been made either in writing or in open council, the Council does now adopt and approve the plans, specifications, form of contract and estimate of cost for Project No. 52015014 being the WPCP Bio-Gas Generator Installation Project, in the city of Marshalltown, Iowa.

Passed this 10th day of April 2017, and signed this ____ day of April 2017

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND COST FOR THE 2017 MILL AND OVERLAY PROJECT, IN THE
CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. STR17003

WHEREAS there was placed on file in the office of the Clerk of the City of Marshalltown, Iowa, proposed plans and specifications, proposed form of contract and estimated cost for a public improvement in the City of Marshalltown, Iowa, for the 2017 Mill and Overlay Project No. STR17003 as fully set forth in the resolution ordering same, and that public notice of hearing on such plans, specifications and form of contract were duly published in the Marshalltown Times-Republican in time for hearing now before the Council, and

WHEREAS written objections to the plans, specifications and form of contract have been called for and no such written objections have been filed with the City Clerk, and oral objections being called for and no oral objections being made in open Council, it is the decision of this Council that such plans, specifications, form of contract and estimate of cost should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the plans, specifications, form of contract and estimated cost heretofore placed on file and upon which public notice has been duly given and no objections thereto have been made either in writing or in open council, the Council does now adopt and approve the plans, specifications, form of contract and estimate of cost for Project No. STR17003 being the 2017 Mill and Overlay Project, in the city of Marshalltown, Iowa.

Passed this 10th day of April 2017, and signed this ____ day of April 2017.

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND COST FOR THE 2017 FULL DEPTH STREET REPAIR PROJECT, IN THE
CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. STR17004

WHEREAS there was placed on file in the office of the Clerk of the City of Marshalltown, Iowa, proposed plans and specifications, proposed form of contract and estimated cost for a public improvement in the City of Marshalltown, Iowa, for the 2017 Full Depth Street Repair Project No. STR17004 as fully set forth in the resolution ordering same, and that public notice of hearing on such plans, specifications and form of contract were duly published in the Marshalltown Times-Republican in time for hearing now before the Council, and

WHEREAS written objections to the plans, specifications and form of contract have been called for and no such written objections have been filed with the City Clerk, and oral objections being called for and no oral objections being made in open Council, it is the decision of this Council that such plans, specifications, form of contract and estimate of cost should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the plans, specifications, form of contract and estimated cost heretofore placed on file and upon which public notice has been duly given and no objections thereto have been made either in writing or in open council, the Council does now adopt and approve the plans, specifications, form of contract and estimate of cost for Project No. STR17004 being the 2017 Full Depth Street Repair Project, in the city of Marshalltown, Iowa.

Passed this 10th day of April 2017, and signed this ____ day of April 2017.

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND COST FOR THE MARSHALLTOWN MUNICIPAL AIRPORT PAVEMENT
REHABILITATION 18/36 PROJECT, IN THE
CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. 77016010

WHEREAS there was placed on file in the office of the Clerk of the City of Marshalltown, Iowa, proposed plans and specifications, proposed form of contract and estimated cost for a public improvement in the City of Marshalltown, Iowa, for the Marshalltown Municipal Airport Pavement Rehabilitation 18/36 Project No. 77016010 as fully set forth in the resolution ordering same, and that public notice of hearing on such plans, specifications and form of contract were duly published in the Marshalltown Times-Republican in time for hearing now before the Council, and

WHEREAS written objections to the plans, specifications and form of contract have been called for and no such written objections have been filed with the City Clerk, and oral objections being called for and no oral objections being made in open Council, it is the decision of this Council that such plans, specifications, form of contract and estimate of cost should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the plans, specifications, form of contract and estimated cost heretofore placed on file and upon which public notice has been duly given and no objections thereto have been made either in writing or in open council, the Council does now adopt and approve the plans, specifications, form of contract and estimate of cost for Project No. 77016010, being the Marshalltown Municipal Airport Pavement Rehabilitation 18/36 Project, in the city of Marshalltown, Iowa.

Passed this 10th day of April 2017, and signed this ____ day of April 2017.

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING AGREEMENT AMENDMENT NO. 1 BY
AND BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND
FOX ENGINEERING ASSOCIATES, INC. FOR ENGINEERING SERVICES
FOR 2016 MANHOLE AND POINT REPAIR PROJECT
BEING PROJECT NO. 59016002 IN THE AMOUNT OF \$165,250.00

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed agreement amendment number 1, in the amount of \$165,250.00 dollars, by and between the City of Marshalltown, Iowa, and Fox Engineering Associates, Inc. relative to providing additional engineering services for the 2016 Manhole and Point Repair Project, Being Project No. 59016002.

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

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

Section 1. That the agreement amendment number 1 by and between the City Of Marshalltown, Iowa and Fox Engineering Associates, Inc. relative to the 2016 Manhole and Point Repair Project, in the amount of \$165,250.00 dollars, being Project No. 59016002, is hereby fully approved in all respects and particulars and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of said City.

Passed this 10th day of April 2017, and signed this _____ day of April 2017.

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



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

DEPARTMENT OF PUBLIC WORKS

April 5, 2017

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

From: Justin Nickel
Director of Public Works

Re: Amendment to Agreement – Fox Engineering Associates, Inc. for engineering services for 2016 Manhole and Point Repair Project

Policy Issue: City policy requires Governing Body approval of engineering services agreements.

Recommendation: Staff recommends approving the Amendment to Agreement with Fox for design and bidding phase services of the 2016 Manhole and Point Repair Project for a fee not to exceed \$165,250.

Background: Fox's services include planning, engineering design, construction documents and bidding phase services for point repairs, lamp hole replacements with manholes, and manhole replacement in preparation for the 2016 CIPP project. These repairs are required as part of the Consent Decree mandated by the Iowa Department of Natural Resources. This project will also utilize State Revolving Fund (SRF) monies to receive funding for a sponsored project.

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

Attachment: Agreement.

cc: Jessica Kinser, City Administrator

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





AMENDMENT FOR ENGINEERING SERVICES

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

March 27, 2017

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

RE: Agreement Amendment for Engineering Services
Marshalltown Manhole and Point Repair Project
FOX File No. 2407-15A
City Project No. 59016002

Dear Mr. Nickel:

Thank you for contacting FOX Engineering Associates, Inc. regarding your need for additional engineering services related to the **Marshalltown Manhole and Point Repair Project**, hereafter referred to as the Project. We are pleased to submit this amendment to our scope of services to the current agreement dated September 26, 2016. Based on our discussions and at the request of the City of Marshalltown, the project will be expanded to include Phase 2 and 3 manhole and point repairs as the city may use State Revolving Fund (SRF) funding sources to allow for submission to receive funding for a sponsored project. The following modification or additional scope of services will be included in the attached Amendment to the Agreement for Engineering Services for this project:

- Study Phase Services
- Design Phase Services
- Bidding Phase Services

It is anticipated that the project will include installation of approximately 102 manholes and approximately 1,000 LF of sanitary sewer pipe repairs.

Scope of Services

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

STUDY PHASE SERVICES

Task 300 – Sponsored Project Application

This task will include completing an application for the State Revolving Fund (SRF) sponsored project program. This will include the following:

- Pre-Application conference with the Iowa DNR and the City of Marshalltown
- Watershed assessment to identify areas of water quality concern
- Coordination with watershed organizations and project partners

-
- Complete sponsored project application

DESIGN PHASE SERVICES

Task 410 – Preliminary Design

This task will include preliminary design for the Marshalltown Manhole and Point Repair project. This task will generally include the following:

- Review of previously completed project information including televising data
- Preliminary drawings and specifications
- Preliminary Opinion of probable construction costs
- Review meeting and coordination of design with the city staff and franchise utilities

Task 420 – Final Design

This task will include final design for the Marshalltown Manhole and Point Repair project and will include the following:

- Final drawings and specifications
- Opinion of probable construction costs
- A design review meeting with the City of Marshalltown and coordination of design with the city staff reviews.
- Further coordination with franchise utilities.

Task 430 – IDNR Construction Permit

This task will include submitting for the necessary construction permits from the IDNR wastewater section.

Task 450 – NPDES Permit

This task will include submitting the necessary permit documentation for the NPDES permit from the IDNR. Work under this item includes preparation of an erosion control plan in accordance with IDNR regulations, preparation of permit forms for Owner signature, and record keeping forms for the Phase II Stormwater Pollution Prevention Plan.

Task 520 - Topographic Survey

FOX Engineering will complete the necessary topographic surveys as needed for design of the project. The survey area is anticipated to extend to approximately 50 feet from the proposed improvements where survey is needed.

BIDDING PHASE SERVICES

Task Series 440– Bidding Assistance

FOX Engineering will complete bidding services including the following:

- Assist the city with bid advertising
- Distribute bid documents
- Respond to bidder inquiries
- Attend bid opening

-
- Evaluate bids

Fees and Schedule

The additional fees to be added as part of this amendment for the Project shall be as follows:

- Sponsored Project Application - \$20,500 – Fixed Fee
- Preliminary Design - \$49,000 – Fixed Fee
- Final Design - \$61,500 - Fixed Fee
- IDNR Permits \$3,500 - Fixed Fee
- NPDES Permit - \$3,250 - Fixed Fee
- Topographic Survey - \$22,500 - Fixed Fee
- Bidding Assistance - \$5,000 – Fixed Fee

The total additional fees for engineering design and bidding phase services is \$165,250.

We will be able to start work on the Project within 10 days of our receipt of a signed agreement from you. The approximate benchmark dates for this project are:

- Final Design – August 4, 2017
- Sponsored Project Application – September 1, 2017
- IDNR Permits and Bidding Services – October 17, 2017

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

Special Notes

1. If you have special contact or communication requirements, please advise us accordingly.
2. Please make available to us all pertinent existing data as well as complete information as to your requirements, including any special or extraordinary services.
3. Please advise us in writing at an early date if you have budgetary limitations for the project. FOX will endeavor to work within the budget limitations provided. Upon request, we will submit to you at milestones in the project, our opinion as to the probability of completing the project within your budget, and, where appropriate, request an adjustment in the budget or a revision in the extent of the project.
4. The fees presented do not include any additional environmental assessments, geotechnical exploration, or boundary surveys. As requested and deemed necessary, FOX Engineering will provide assistance to the City of Marshalltown for completion of these services or the contractor can be amended to include them.

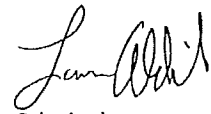
This Amendment, the referenced Engineering Agreement for Manhole Rehabilitation, and the referenced City of Marshalltown Public Works Department Standard Agreement for Engineering consisting of eight (8) pages, with exhibits and appendix, represents the entire understanding between the City of Marshalltown and FOX

Engineering Associates, Inc. in respect to the Project, and may only be modified in writing signed by both parties. If this Amendment satisfactorily sets forth your understanding of the Project, our services, and your responsibilities, please execute each of two (2) copies in the space provided in the attached Amendment.

Respectfully Submitted,
FOX Engineering Associates, Inc.



Project Manager
Steven Soupir, P.E., CFM



Principal
Lance Aldrich, P.E.

Attachments: Engineering Agreement for Manhole Rehabilitation Project
Exhibit K - Amendment No. 1

This is **EXHIBIT K**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 26, 2016.

AMENDMENT NO. 1 TO OWNER-ENGINEER AGREEMENT

1. Background Data:

- a. Effective Date of Owner-Engineer Agreement: September 26, 2016
- b. Owner: City of Marshalltown, Iowa
- c. Engineer: FOX Engineering Associates, Inc.
- d. Project: Manhole and Pipe Repair Project

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

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

3. Description of Modifications

Attachment 1, "Modifications"

Attachment 2 – Exhibit A for Facility Plan, Design, and Bidding Phase

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is March 30, 2017.

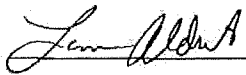
OWNER:

ENGINEER:

City of Marshalltown, Iowa

FOX Engineering Associates, Inc.

By: _____

By: 

Title: _____

Title: Project Manager/Owner

Date Signed: _____

Date Signed: 3/30/17

Modifications

1. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
 - a. Study Phase Services
 - i. This task will include completing an application for the State Revolving Fund (SRF) sponsored project program. This will include a pre-application conference with the Iowa DNR and the City of Marshalltown, a watershed assessment to identify areas of water quality concern, coordination with watershed organizations and project partners, and a complete sponsored project application.
 - b. Preliminary Design
 - i. This task will include preliminary design including review of previously completed project information, review of available televising information, preliminary drawings and specifications, preliminary opinion of probable construction costs, and coordination of design with the city staff and franchise utilities.
 - c. Final Design
 - i. Final design services will include final drawings and specifications, an opinion of probable construction costs, a design review meeting with city staff, and coordination with city staff reviews and comments.
 - d. IDNR Construction Permit
 - i. Submission for the necessary construction permits from the IDNR wastewater section.
 - e. NPDES Permit
 - i. Submitting the necessary permit documentation for the NPDES permit from the IDNR. Work under this item includes preparation of an erosion control plan in accordance with the IDNR regulations, preparation of permit forms for Owner signature, and record keeping forms for Phase II Stormwater Pollution Prevention Plan.
 - f. Topographic Survey
 - i. Complete the necessary topographic surveys as needed to complete the design of the proposed project. This is anticipated to be within 50 feet of the proposed improvements.
 - g. Bidding Assistance
 - i. Assist the city with bid advertising
 - ii. Distribute bid documents
 - iii. Respond to Bidder Inquires
 - iv. Attend bid opening
 - v. Evaluate Bids

2. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional compensation:

- a. Sponsored Project Application - \$20,500 – Fixed Fee
- b. Preliminary Design - \$49,000 – Fixed Fee
- c. Final Design - \$61,500 – Fixed Fee
- d. IDNR Permits - \$3,500 – Fixed Fee
- e. NPDES Permits - \$3,250 – Fixed Fee
- f. Topographic Survey - \$22,500 – Fixed Fee
- g. Bidding Assistance - \$5,000 – Fixed Fee

The total additional fees for engineering design and bidding phase services is \$165,250.

3. For compensation of the distribution of plans and specifications during the bidding phase, add the following to Exhibit B:

B. Other Provisions Concerning Payment Under this Paragraph B1.02

- 1. Prior to advertising for bids, the Engineer will determine and set an average unit price fee associated with the cost of preparation and distribution of paper copies of project documents (including drawings, plans, specifications and addenda) to prospective bidders, subcontractor bidders, suppliers and contractor plan room services. This unit price shall include all costs associated with preparation and distribution, including but not limited to printing, assembling, packaging and shipment costs. The Owner shall pay the Engineer an amount equal to this unit price multiplied by the number of documents produced and distributed in accordance with Iowa law. This shall also include the costs of electronic distribution of project documents at a different unit price.

4. The schedule for the additional services provided for this project is as follows:
- a. Reference Exhibit E, Project Schedule; add the following items:
 - n. Final Design - August 4, 2017
 - o. Sponsored Project Application – September 1, 2017
 - p. IDNR Permits and Bidding Services – October 17, 2017

**EXHIBIT A
TO
AGREEMENT FOR ENGINEERING SERVICES**

Engineer's Scope of Services

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

PART 1 – BASIC SERVICES

A1.01 Sponsored Project Application

A. Includes completing an application for the State Revolving Fund (SRF) sponsored project program. This will include a pre-application conference with the Iowa DNR and the City of Marshalltown, a watershed assessment to identify areas of water quality concern, coordination with watershed organizations and project partners, and a complete sponsored project application.

A1.02 Preliminary Design Phase

A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
2. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.
3. Furnish five review copies of the Preliminary Design Phase documents and any other deliverables to Owner.
4. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner five (5) copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

A1.03 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute.

2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.

3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.

4. Perform or provide the following additional Final Design Phase tasks or deliverables:

a. Prepare IDNR construction permit application documents and assist OWNER in obtaining necessary permit(s).

b. A Storm Water Pollution Prevention Permit is not anticipated to be necessary on this project.

5. Prepare Bidding Documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Furnish five (5) review copies of the Bidding Documents and any other deliverables to Owner.

6. Revise the Bidding Documents in accordance with comments and instructions from the Owner, as appropriate, and submit five final copies of the Bidding Documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner.

B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A1.03.A.6 have been delivered to Owner.

A1.04 Bidding or Negotiating Phase

A. After acceptance by Owner of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process contractor deposits or charges for the Bidding Documents.

2. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.

3. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

A1.05 Construction Phase

A. To be submitted at a later date.

A1.06 Post-Construction Phase

A. To be submitted at a later date.

PART 2 -- ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A1.01.A.4.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing Construction Phase services beyond the original date for final completion of the Work.

A2.02 Additional Services Not Requiring Owner's Written Authorization

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
2. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
3. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
4. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.

(End of Exhibit A

Contract No. _____
Project No. 59016002

CITY OF MARSHALLTOWN, IOWA
PUBLIC WORKS DEPARTMENT

2016-194

**STANDARD AGREEMENT
FOR
ENGINEERING SERVICES**

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

WITNESSETH:

WHEREAS, the Owner wishes to employ the Engineer to perform professional engineering services on The 2016 Manhole and Point Repair Project – Number 59016002. These services include providing planning, preliminary and final engineering design, bidding, and construction phase services services for point repairs, lamp hole replacements with manholes, and manhole replacement in preparation for the 2016 CIPP project. Manholes are necessary to gain access to the lines for televising, cleaning and for the 2016 cured-in-place-pipe (CIPP) project. WHEREAS, the Owner requires certain engineering services in connection with the Project (the Services); and, WHEREAS, the Engineer is prepared to provide the Services; NOW THEREFORE, in consideration of the promises contained in this Agreement, the Owner and Engineer agree to the following:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be 9/26, 2016.

ARTICLE 2 - GOVERNING LAW

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

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform the Services described in Exhibit A, Scope of Services, in accordance with applicable sections of the City of Marshalltown Storm and Sanitary Sewer Specifications, the Iowa Statewide Urban

Contract No. _____
Project No. 59016002

Standard Specifications for Public Improvements, the Iowa Statewide Urban Design Standards for Public Improvements, which attachment is made part of this Agreement.

ARTICLE 4 - COMPENSATION

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

ARTICLE 5 - OWNER'S RESPONSIBILITIES

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

ARTICLE 6 - SUPPLEMENTAL AGREEMENTS

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

ARTICLE 7 - PROJECT SCHEDULE

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

ARTICLE 8 - STANDARD OF CARE

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

ARTICLE 9 - INDEMNIFICATION AND INSURANCE

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

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

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

The insurance coverages are as follows:

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

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

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

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

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

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 12 - REUSE OF DOCUMENTS

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

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

ARTICLE 14 - TERMINATION

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

ARTICLE 15 - DELAY IN PERFORMANCE

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

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

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

Contract No. _____
Project No. 59016002

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

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

ARTICLE 16 - COMMUNICATIONS

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

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

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

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

ARTICLE 17 - WAIVER

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

ARTICLE 18 - SEVERABILITY

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

ARTICLE 19 - INTEGRATION

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

ARTICLE 20 - SUCCESSORS AND ASSIGNS

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

ARTICLE 21 - ASSIGNMENT

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

ARTICLE 22 - THIRD PARTY RIGHTS

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

ARTICLE 23 – RELATIONSHIP OF PARTIES

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

Contract No. _____
Project No. 59016002

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

James L Lowrance
James Lowrance, Mayor

ATTEST:

Shari L Coughenour
Shari L. Coughenour, CMC, City Clerk

2016-194

James L Lowrance
Date

Lance Aldrich
Engineer

By: Lance Aldrich, P.E., Principal
FOX Engineering Associates, Inc.

**EXHIBIT A
TO
AGREEMENT FOR ENGINEERING SERVICES**

Engineer's Scope of Services

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

PART 1 – BASIC SERVICES

A1.01 Not included.

A1.02 Preliminary Design Phase – Not Applicable

A1.03 Final Design Phase

A. Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute.

2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.

3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.

4. Perform or provide the following additional Final Design Phase tasks or deliverables:

a. Prepare IDNR construction permit application documents and assist OWNER in obtaining necessary permit(s).

b. A Storm Water Pollution Prevention Permit is not anticipated to be necessary on this project.

5. Prepare Bidding Documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Furnish five (5) review copies of the Bidding Documents and any other deliverables to Owner.

6. Revise the Bidding Documents in accordance with comments and instructions from the Owner, as appropriate, and submit five final copies of the Bidding Documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner.

B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A1.03.A.6 have been delivered to Owner.

A1.04 Bidding or Negotiating Phase

A. After acceptance by Owner of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process contractor deposits or charges for the Bidding Documents.

2. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.

3. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

A1.05 Construction Phase – Not Applicable

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A1.01.A.4.

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

6. Providing Construction Phase services beyond the original date for final completion of the Work.

A2.02 Additional Services Not Requiring Owner's Written Authorization

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

3. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

4. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.

(End of Exhibit A)

**EXHIBIT B
TO
AGREEMENT FOR ENGINEERING SERVICES**

COMPENSATION - Payments to ENGINEER for Services and Reimbursable Expenses

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

B1.01 Compensation For Basic Services -- Lump Sum Method of Payment

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

1. A Lump Sum amount of \$58,000 on the following assumed distribution of compensation as included in the Agreement for Engineering Services scope of services dated August 18, 2016:

a. Final Design (Fixed Fee)	\$49,500
b. IDNR Permits (Fixed Fee)	\$2,500
c. Bidding Services (Fixed Fee)	\$6,000

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
3. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B1.02 Compensation For Basic Services -- Standard Hourly Rates Method of Payment

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

1. None

B1.03 Compensation For Additional Services -- Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.
2. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.
3. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in paragraph B1.02.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer's Consultant's charges.
4. The amounts billed for Engineer's services under paragraph B1.02 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultant's charges.
5. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of December 2016) to reflect equitable changes in the compensation payable to Engineer.

B. Compensation For Reimbursable Expenses

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under paragraph B1.01 and are directly related to the provision of Additional Services.
2. Reimbursable Expenses include the following categories: transportation; and, if authorized in advance by Owner, overtime work requiring higher than regular rates. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to Additional Services, the latter multiplied by a factor of 1.0.

B1.04 Compensation Procedures

- A. Payments shall be made monthly in amounts which are consistent with the amount of engineering services provided, as determined by the Engineer.
- B. The entire amount of each statement shall be due and payable upon receipt by the Owner.
- C. It is understood and agreed:
 - a. That the Engineer shall start the performance of the Services within 10 days of receipt of a notice to proceed and shall complete the work in accordance with the contract times set forth in the Exhibit E, Project Schedule.
 - b. That the Engineer shall keep records on the basis of generally accepted accounting practice of costs and expenses which records shall be available for inspection at all reasonable times.

(End of Exhibit B)

**EXHIBIT C
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner's Responsibilities

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

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Property, boundary, easement, right-of-way, and other special surveys or data.
 - 4. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 - 5. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Arrange for access to and make provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer and render in writing timely decisions pertaining thereto.
- G. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- H. Provide, as required for the Project:
 - 1. Placement and payment for advertisement for Bids in appropriate publications.
- I. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

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

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

(End of Exhibit C)

**EXHIBIT D
TO
AGREEMENT FOR ENGINEERING SERVICES**

Supplemental

Agreements

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

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

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

**EXHIBIT E
TO
AGREEMENT FOR ENGINEERING SERVICES**

Project Schedule

Owner and Engineer recognize that the schedule is critical to the completion of the project and that Owner may suffer financial loss if the work is not completed within the times stipulated herein, plus any extensions thereof. Accordingly, Engineer has established time intervals, in calendar days, for submittals at various stages of the project as detailed below.

As each actual submittal date occurs, Engineer shall meet with Owner to discuss the progress of the work and the actual submittal date shall be documented. If project is behind schedule, the reason shall be recorded. Engineer shall not be responsible for the time required by Owner's representative to review Engineer's submittal. When review is complete, Owner shall, in writing, authorize Engineer to proceed to the next submittal date. After final submittal date, Engineer and Owner shall meet to evaluate Engineer's performance with regard to design schedule. An Engineer's Project Performance Evaluation form shall be completed and acknowledged by both Owner and Engineer. Completed form shall be retained by Owner for a period of five years and reviewed prior to consultant selection for City projects. Past performance shall be accounted for on the evaluation sheet used to rank consultants during the interview process.

If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

Engineer will submit to the City progress reports at weekly intervals in conformity with the official project schedule.

1. Engineer will make submissions to Owner based on the following schedule.
 - a. Final Design – February 24, 2017
 - b. IDNR Permits and Bidding Services – April 28, 2017

RESOLUTION APPROVING AN AGREEMENT AND SCOPE OF WORK WITH MARCO
FOR THE PURCHASE AND INSTALLATION OF VOIP-CAPABLE PHONES, \$92,003.59.

WHEREAS, the City of Marshalltown Capital Improvement Plan budgeted for a phone system replacement in fiscal year 2017 due to the age of the current equipment and lack of functionality in connecting the City's departments in their various locations; and

WHEREAS, through a Request for Proposal process, two proposals for a VoIP phone system were received; and

WHEREAS, upon review of the bids, Marco was the lowest responsive, responsible bidder with a total bid of \$92,003.59, which is within the budget approved in the Capital Improvement Plan; and

WHEREAS, entering into this Agreement is in the best interest of the City of Marshalltown.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the Mayor and City Clerk are hereby authorized to sign the Products and Services Agreement and Statement of Work.

Passed this 10th day of April, 2017, and signed this ____ day of April, 2017.

CITY OF MARSHALLTOWN, IOWA

James Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

ORDINANCE NO. 14960

AN ORDINANCE APPROVING CHANGES TO THE
MARSHALLTOWN ZONING ORDINANCE OF 2010 MAP BY REZONING PROPERTY TO R-4
MEDIUM DENSITY RESIDENTIAL DISTRICT – 1202 S. 6TH STREET

WHEREAS the Plan Zoning Commission reviews zoning regulations as necessary or upon request; and

WHEREAS the City received a request to rezone the property at 1202 S. 6th Street in Marshalltown Iowa to the R-4 Medium Density Residential zoning classification; and

WHEREAS the Plan Zoning Commission reviewed the request, held a public hearing on March 16, 2017 and recommended the property be rezoned; and

WHEREAS the City Council has reviewed the request and found the rezoning to be in the best interest of the City.

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

Section 1. The Zoning Ordinance of 2010 Map is hereby amended rezoning the following property to R-4 Medium Density Residential, 1202 S. 6th Street.

Section 2. The public hearing required on this City Code amendment shall be held in the Council Chambers of City Hall, 10 West State Street, Marshalltown, Iowa at 5:30 p.m. local time, on the 24th day of April 2017, and the City Clerk is directed to cause a publication of the notice of public hearing in one issue of the Marshalltown Times-Republican, a newspaper published in Marshalltown, Marshall County, Iowa, not less than 7 days nor more than 20 days prior to the date of public hearing fixed herein.

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

Passed this _____ day of _____, 2017, and signed this _____ day of _____, 2017.

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, City Clerk



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

March 27, 2017

To: Mayor James L. Lowrance and City Administrator Jessica Kinser
Members of the City Council

From: Michelle Spohnheimer
Housing & Community Development Director

Re: Application for Zoning Ordinance Map Change – Rezoning to R-4 Medium Density
Residential District – 1202 S. 6th Street

Policy Issue: The Marshalltown Zoning Ordinance of 2010 includes a map identifying areas by zoning classification. The request has been made to rezone the property at 1202 S. 6th Street to R-4 Medium Density Residential District. Currently the property is zoned R-2 Low Density residential. The applicant is requesting the change to allow for higher density housing with multiple buildings on a single lot.

Recommendation: The Plan Zoning Commission held discussion followed by a public hearing on Thursday, March 16, 2017. The Commission discussed the proposed change and impact to the area. Changing to R-4 will allow for a higher density development.

Background: The attached map identifies the property included in the rezoning and the original application. Full plans and site layouts are not included in this request since a rezoning request should be considered based on all possibilities. Additional detail on the R-4 district is available on the City website under the zoning ordinance in chapter 15.

http://ci.marshalltown.ia.us/static/departments/housing/zoning_ord_table.php

Budget Impact: n/a

Attachment: Map, Zoning Ordinance Change application

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





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

March 27, 2017

To: Mayor James L. Lowrance and City Administrator Jessica Kinser
Members of the City Council

From: Michelle Spohnheimer
Housing & Community Development Director

Re: Application for Zoning Ordinance Map Change – Rezoning to R-4 Medium Density
Residential District – 1202 S. 6th Street

Policy Issue: The Marshalltown Zoning Ordinance of 2010 includes a map identifying areas by zoning classification. The request has been made to rezone the property at 1202 S. 6th Street to R-4 Medium Density Residential District. Currently the property is zoned R-2 Low Density residential. The applicant is requesting the change to allow for higher density housing with multiple buildings on a single lot.

Recommendation: The Plan Zoning Commission held discussion followed by a public hearing on Thursday, March 16, 2017. The Commission discussed the proposed change and impact to the area. Changing to R-4 will allow for a higher density development.

Background: The attached map identifies the property included in the rezoning and the original application. Full plans and site layouts are not included in this request since a rezoning request should be considered based on all possibilities. Additional detail on the R-4 district is available on the City website under the zoning ordinance in chapter 15.

http://ci.marshalltown.ia.us/static/departments/housing/zoning_ord_table.php

Budget Impact: n/a

Attachment: Map, Zoning Ordinance Change application

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



Date Submitted & Fee Paid:

Rezoning Application Form

36 N. Center Street, Marshalltown, IA 50158 Ph: 641-754-5756 Fax: 641-754-5742
www.ci.marshalltown.ia.us

All items listed must be submitted with this application:

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

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

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

Please type or print legibly in ink.

Please type or print legibly in ink.

Property Address: 6th St 1202 S. 6th St.

Owner: Church owns / purchasers WDA # LLC

Mailing Address: P.O. Box 178 LeGrand #A-50142

Phone: 641-990-5773 Fax: _____

Current Zoning Classification: Single R-2

Current Use: Home

Proposed Zoning Classification: R-4

Proposed Use: Duplexes

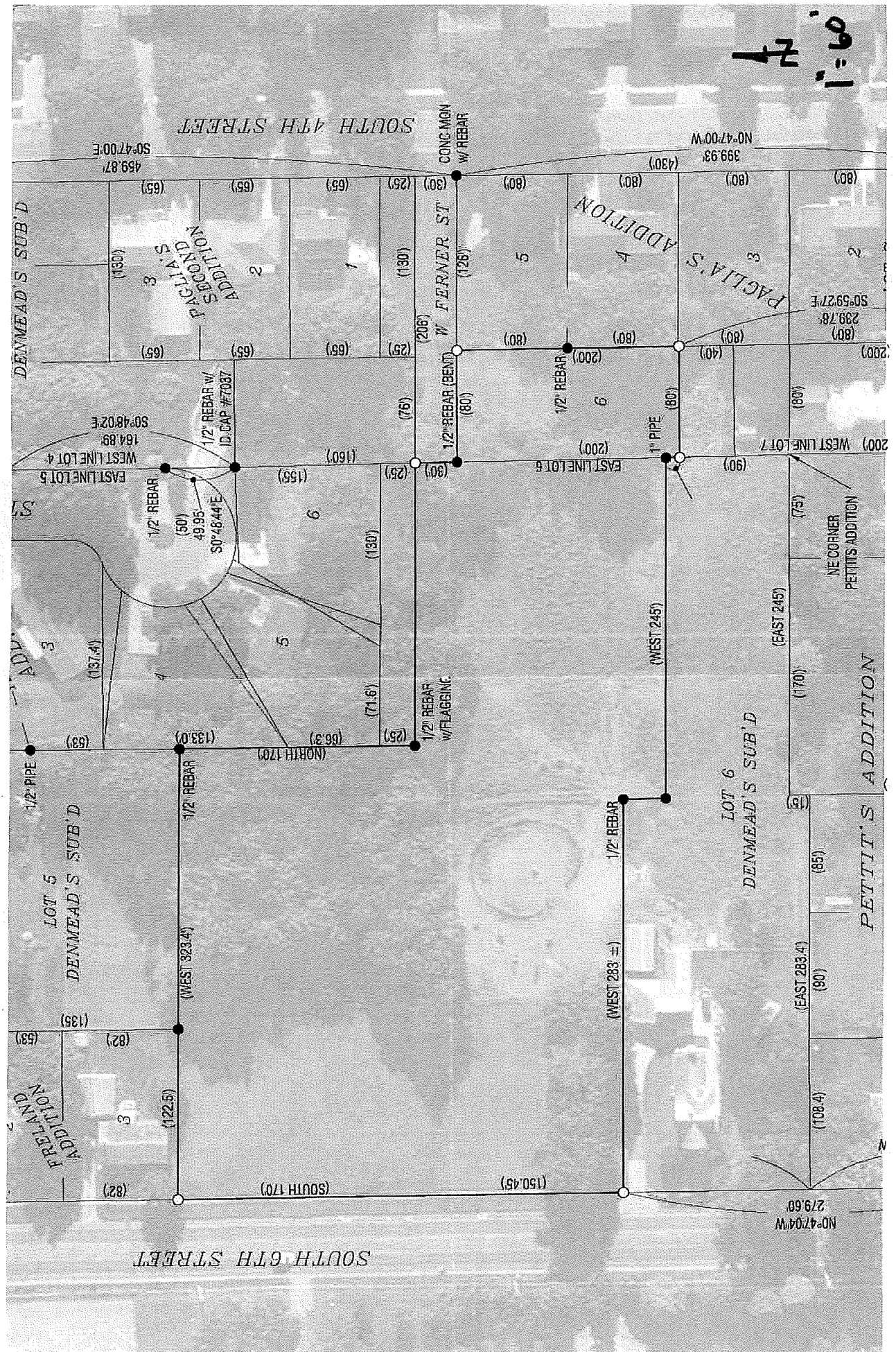
Please list the uses of surrounding properties: Home

Signature and Date: _____ WDA # LLC

South St. / Legal

DESCRIPTION: (FILE # 2008-00006724)

LOT 6, IN DENMEAD'S SUB-DIVISION OF THE NORTH 81.675 ACRES OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 83 NORTH, RANGE 18, WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA, EXCEPT THAT PORTION OF SAID LOT 6 PLATTED AS PETTIT'S ADDITION TO MARSHALL, MARSHALL COUNTY, IOWA, AND EXCEPT BEGINNING AT THE NORTHEAST CORNER OF PETTIT'S ADDITION TO MARSHALL, MARSHALL COUNTY, IOWA, THENCE NORTH ALONG THE EAST LINE OF SAID LOT 6, DUE NORTH 90 FEET, THENCE DUE WEST 245 FEET, THENCE DUE NORTH 30 FEET, THENCE DUE WEST 283 FEET, MORE OR LESS, THENCE DUE SOUTH ALONG THE WEST LINE OF SAID LOT 6, 135 FEET TO THE NORTH LINE OF PETTIT'S ADDITION, THENCE EAST ALONG SAID NORTH LINE OF PETTIT'S ADDITION 283.4 FEET, THENCE, NORTH 15 FEET, THENCE EAST 245 FEET TO THE POINT OF BEGINNING. AND LOT 6 EXCEPT THE SOUTH 40 FEET, PAGLIA'S ADDITION TO MARSHALL, MARSHALL COUNTY, IOWA, AND BEGINNING AT THE SOUTHWEST CORNER OF LOT 5, DENMEAD'S SUBDIVISION OF THE NORTH 81.675 ACRES OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA, THENCE DUE EAST 323.4 FEET, THENCE NORTH 170 FEET, THENCE DUE WEST 323.4 FEET, THENCE SOUTH 170 FEET TO THE POINT OF BEGINNING.



1"=60'
7

ORDINANCE NO. 14961

AN ORDINANCE APPROVING CHANGES TO THE
MARSHALLTOWN ZONING ORDINANCE OF 2010 MAP BY REZONING PROPERTY TO R-4
MEDIUM DENSITY RESIDENTIAL DISTRICT – PARCEL 8318-02-227-005

WHEREAS the Plan Zoning Commission reviews zoning regulations as necessary or upon request; and

WHEREAS the City received a request to rezone the property parcel 8318-02-227-005 located along E. South Street and S. 7th Avenue in Marshalltown Iowa to the R-4 Medium Density Residential zoning classification; and

WHEREAS the Plan Zoning Commission reviewed the request, held a public hearing on March 16, 2017 and recommended the property be rezoned; and

WHEREAS the City Council has reviewed the request and found the rezoning to be in the best interest of the City.

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

Section 1. The Zoning Ordinance of 2010 Map is hereby amended rezoning the following property to R-4 Medium Density Residential, parcel 8318-02-227-005.

Section 2. The public hearing required on this City Code amendment shall be held in the Council Chambers of City Hall, 10 West State Street, Marshalltown, Iowa at 5:30 p.m. local time, on the 24th day of April 2017, and the City Clerk is directed to cause a publication of the notice of public hearing in one issue of the Marshalltown Times-Republican, a newspaper published in Marshalltown, Marshall County, Iowa, not less than 7 days nor more than 20 days prior to the date of public hearing fixed herein.

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

Passed this _____ day of _____, 2017, and signed this _____ day of _____, 2017.

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, City Clerk



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

March 27, 2017

To: Mayor James L. Lowrance and City Administrator Jessica Kinser
Members of the City Council

From: Michelle Spohnheimer
Housing & Community Development Director

Re: Application for Zoning Ordinance Map Change – Rezoning to R-4 Medium Density Residential District – Parcel 8318-02-227-005 - E. South Street and S. 7th Avenue

Policy Issue: The Marshalltown Zoning Ordinance of 2010 includes a map identifying areas by zoning classification. The request has been made to rezone the property parcel 8318-02-227-005 located along E. South Street and S. 7th Avenue to R-4 Medium Density Residential District. Currently the property is zoned R-2 Low Density residential and PUD Planned Unit Developmetn. The applicant is requesting the change to allow for higher density housing with multiple buildings on a single lot.

Recommendation: The Plan Zoning Commission held discussion followed by a public hearing on Thursday, March 16, 2017. The Commission discussed the proposed change and impact to the area. Changing to R-4 will allow for a higher density development.

Background: The attached map identifies the property included in the rezoning and the original application. Full plans and site layouts are not included in this request since a rezoning request should be considered based on all possibilities. Additional detail on the R-4 district is available on the City website under the zoning ordinance in chapter 15.

http://ci.marshalltown.ia.us/static/departments/housing/zoning_ord_table.php

Budget Impact: n/a

Attachment: Map, Zoning Ordinance Change application

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





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

March 27, 2017

To: Mayor James L. Lowrance and City Administrator Jessica Kinser
Members of the City Council

From: Michelle Spohnheimer
Housing & Community Development Director

Re: Application for Zoning Ordinance Map Change – Rezoning to R-4 Medium Density
Residential District – Parcel 8318-02-227-005 - E. South Street and S. 7th Avenue

Policy Issue: The Marshalltown Zoning Ordinance of 2010 includes a map identifying areas by zoning classification. The request has been made to rezone the property parcel 8318-02-227-005 located along E. South Street and S. 7th Avenue to R-4 Medium Density Residential District. Currently the property is zoned R-2 Low Density residential and PUD Planned Unit Developmetn. The applicant is requesting the change to allow for higher density housing with multiple buildings on a single lot.

Recommendation: The Plan Zoning Commission held discussion followed by a public hearing on Thursday, March 16, 2017. The Commission discussed the proposed change and impact to the area. Changing to R-4 will allow for a higher density development.

Background: The attached map identifies the property included in the rezoning and the original application. Full plans and site layouts are not included in this request since a rezoning request should be considered based on all possibilities. Additional detail on the R-4 district is available on the City website under the zoning ordinance in chapter 15.

http://ci.marshalltown.ia.us/static/departments/housing/zoning_ord_table.php

Budget Impact: n/a

Attachment: Map, Zoning Ordinance Change application

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



Date Submitted & Fee Paid: 2/9/17

Rezoning Application Form

36 N. Center Street, Marshalltown, IA 50158 Ph: 641-754-5756 Fax: 641-754-5742
www.ci.marshalltown.ia.us

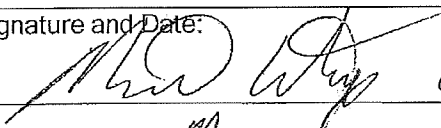
All items listed must be submitted with this application:

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

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

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

Please type or print legibly in ink.

Property Address:		Parcel 8318-02-227-005
South St & Ferner		(North portion of parcel)
Owner: Wright & Lampert LLC		
Mailing Address: 2316 West Main St Rd		
Phone: 641-751-6166	Fax:	
Current Zoning Classification: R-2		
Current Use: Empty		
Proposed Zoning Classification: R-4		
Proposed Use: Duplexes x 3		
Please list the uses of surrounding properties: Apartments		
Signature and Date:  Wright & Lampert LLC Mgr 641-990-5773		

EXHIBIT



DESCRIPTION

PARCEL "B" LOCATED IN THE FRACTIONAL NORTHWEST QUARTER OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 1 AND THE FRACTIONAL NORTHEAST QUARTER OF THE FRACTIONAL NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5th P.M., MARSHALL COUNTY, IOWA; AS SHOWN ON INSTRUMENT NUMBER 2005-00004953 RECORDED IN THE OFFICE OF THE RECORDER OF MARSHALL COUNTY, IOWA; EXCEPT A CERTAIN PARCEL OF LAND KNOWN AS BROOKSHIRE ESTATES FIRST ADDITION TO MARSHALLTOWN, AS SHOWN ON INSTRUMENT NUMBER 2006-00000533 RECORDED IN THE OFFICE OF THE RECORDER OF MARSHALL COUNTY, IOWA.



Clapsaddle-Garber Associates, Inc
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-8701
www.cgaconsultants.com



POLICE DEPARTMENT

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

TO: Mayor James L. Lowrance
Members of the City Council
Jessica Kinser, City Administrator

FROM: Michael W. Tupper
Chief of Police

DATE: 04/06/2017

RE: Police Officer Hiring
Monetary Bonus for Iowa Certified Peace Officers

Policy Issue:

The police department is exploring possible incentives that will assist with the recruitment of Iowa certified peace officers for employment with the City of Marshalltown. Some communities in Iowa offer monetary incentives to attract police officer applicants who have peace officer certification in Iowa. Being able to recruit certified police officer applicants would speed up the hiring and training process for the police department. Being able to hire police officer applicants with prior training and experience also enhances the police services provided by the City of Marshalltown.

Recommendation:

Staff recommends the city council authorize the police department to offer a \$7500.00 bonus for applicants hired as police officers when these applicants already have their Iowa peace officer certification. Staff recommends paying the bonus over two payments. An initial \$2500.00 payment would be paid to the applicant immediately upon hire. A final \$5000.00 payment would be paid to the applicant after the applicant has successfully completed the employment probation period.

Background:

Currently it costs approximately \$8500.00 to pay fees related to sending a police officer applicant to the Iowa Law Enforcement Academy to obtain peace officer certification. Academy training is now in excess of fifteen weeks. The uncertified applicant (after completion of law enforcement academy training) returns to the Marshalltown Police Department for field training that can take on average fifteen to twenty weeks. If the police department could attract and hire certified applicants, the overall training period would be significantly less. Additionally, the \$7500.00 hiring incentive would save the department approximately \$1000.00 on academy training fees the City would not be paying.



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

Budget Impact:

There would be an approximate savings of \$1000.00 for every applicant we do not send to law enforcement academy training. Additionally, hiring certified applicants saves countless training hours, which is financially and operationally beneficial for the department.

Attachment:

Not Applicable