CITY OF MARSHALLTOWN
COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 W STATE STREET
MARCH 12, 2018 AT 5:30 PM

A. **NOTICE TO PUBLIC**

The Mayor and City Council welcome comment from the public during discussion of any of the agenda items. 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 3 minutes or less in order that others may be given the opportunity to speak. All speakers shall speak clearly and direct their comments to the Mayor and City Council and not to any Councilmember specifically. It is at the discretion of the Mayor and Council to respond to specific questions and comments or to have staff respond during the meeting.

B. **CALL TO ORDER**

Mayor Joel T.S. Greer

C. **PLEDGE OF ALLEGIANCE**

D. **ROLL CALL**

Cahill, Gowdy, Hoop, Lamer, Martin, Wirin.

E. **MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS**

F. **CONSENT AGENDA**

1. Approve Council Meeting Minutes For February 12, 2018, And March 5, 2018.

   Documents:

   02-26-2018_council-minutes.pdf
   03-05-2018 Budget Hearing Special Mtg Minutes.pdf

2. Approve Bill List In The Amount Of $1,263,866.78

   Documents:

   2018-03-12_BILL LIST.pdf

3. Appoint Bevery Worden To The Investment Advisory Committee

   Documents:

   Worden Inv AdvApp.pdf
   Worden resume.pdf
   2018-03-12_InvAdvBoardRoster.pdf

4. Receipt Of Building Permit Report, February 2018

   Documents:

   Building_Report_0218.pdf

5. Approve January 2018 Financial Statements

   Documents:

   January 2018 Financials Memo.pdf
   January 2018 Financial Statements.pdf

6. RESOLUTION 2018-030 APPROVING CONTRACT CHANGE ORDER #1 FOR THE PCC IOWA RIVER TRAIL PROJECT # 41016001 FOR GENERAL SUPPLIES FOR BOULDER CONTRACTING, LLC AN INCREASE OF $38,340.00

   Documents:

   Iowa River Trail CHANGE ORDER 1_Signed.pdf
   Boulder change.pdf
   Ia River Trail Memo.pdf

G. **REPORTS**

1. Marshalltown Central Business District - Quarterly Report, Director J Etter

   Documents:

   MCBD 3-2018 City Council Report.pdf
   MCBD 2018 Calendar of Events.pdf

H. **MOTIONS**

1. Approve New Tobacco Licenses
   Golden Karen, LLC, 134 E State St
   BW Gas & Convenience, 1701 Iowa Ave E, pending completion of property transfer.

   Documents:

   03-12-2018_2018-_golden karen tobacco app.pdf
   03-12-2018_2018-_BWGAS Tobacco.pdf

2. Approve New Liquor Licenses
   Golden Karen, LLC, 134 E State Street, Class C Beer Carryout.
   Midnight Ballroom for Rodeo at Fairgrounds March 31, with premise change for Central Iowa Fair.
   BW Gas & Convenience, dba YesWay, pending completion of sale, 1701 Iowa Ave E

   Documents:

03-12-2018_2018-_golden karen app.pdf
03-12-2018_2018-Rodeo CIFA_.pdf
CIFArptLicenseApplication (21).pdf
03-12-2018_2018-_BWGAS Liq.pdf

I. **RESOLUTIONS**

1. RESOLUTION 2018-031 APPROVING AMENDED ENGINEERING SERVICES AGREEMENT #1 FOR THE HIGH STREET DRAINAGE IMPROVEMENTS PROJECT #BLD17001 FOR BOLTON & MENK AN INCREASE OF $123,250.00

   Documents:

   Bolton and Menk AESA.pdf
   03-12-2018_Bolton Menk ESA High Street Memo.pdf
   Bolton Menk change.pdf

2. RESOLUTION 2018-032 APPROVING AMENDED ENGINEERING SERVICES AGREEMENT #1 FOR THE MARSHALLTOWN MANHOLE AND PIPE REPAIR PROJECT # 59016002 FOR FOX ENGINEERING ASSOCIATES, INC AN INCREASE OF $399,100.00

   Documents:

   Fox Engineering change.pdf
   03-12-2018_Fox ESA Manhole and Point Repair Memo.pdf
   Fox AESA.pdf

3. RESOLUTION 2018-033 APPROVING PURCHASE CONTRACT BY AND BETWEEN THE CITY OF MARSHALLTOWN, IOWA, PARKS AND RECREATION DEPARTMENT AND AMERICAN RAMP COMPANY OF JOPLIN, MO FOR THE PURCHASE OF SKATE PARK EQUIPMENT IN THE AMOUNT OF $70,074.49.

   Documents:

   memo_skateparkequipment3-1218.pdf
   Res_skateparkEquipment3-12-18.pdf
   Q22120, 6598.pdf

4. RESOLUTION 2018-034 APPROVING AN APPLICATION AS AN OPPORTUNITY ZONE

   Documents:

   Res Approving Application Opportunity Zone.pdf

5. RESOLUTION 2018-035 APPROVING AN AGREEMENT WITH BOLTON & MENK FOR THE DEVELOPMENT OF A WAYFINDING MASTER PLAN

   Documents:

Res Approving Agreement with BoltonMenk for Wayfinding.pdf
Memo on Bolton.Menk Agreement.pdf
Bolton.Menk Agmt-Marshalltown-Wayfinding.pdf

J. **ORDINANCES**

1. ORDINANCE 14971 TO AMEND ORDINANCE 14962 REGULATING CONSUMER FIREWORKS AND DISPLAY FIREWORKS AS DESCRIBED IN SECTION 727.2 OF THE CODE OF IOWA

   Third Reading.

   Documents:

   02-12-2018_14971_final draft Ord Amend 14962_FIREWORKS USE PROHIBITED.pdf

K. **DISCUSSION**

1. Cash Management Policy Revisions-Discussion

   Discussion item

   Documents:

   Memo for Cash Management Policy.pdf
   Revised Cash Management Policy - DRAFT.pdf

2. Agreement For Use Of Space With The Marshall County Communications Commission

   Documents:

   Memo for Facility Lease.pdf
   28E for MCCC Use of 22 N Center.pdf

L. **PUBLIC COMMENT**

Members of the public may make comments on any item which was not on the agenda during this time. The speaker shall approach the microphone, and state his or her name and address. Comments shall be limited to three minutes, unless a longer comment is authorized by the Mayor. The speaker shall direct comments to the Mayor and to the Council as a whole. The Mayor and Councilmembers shall not engage in discussion or debate on items raised by members of the public, and no action may be taken on items raised in public comments in order to comply with open meetings laws.

M. **ADJOURN**

Please visit the City's website for the complete agenda packet and to subscribe to agenda notices and department news. www.marshalltown-ia.gov

COUNCIL PROCEEDINGS
February 26, 2018

The Marshalltown City Council met in regular session on February 26, 2018, at 5:30 PM, in the Council Chambers at City Hall. Mayor Greer called the meeting to order and led the Pledge of Allegiance. Present: Cahill, Hoop, Martin, Lamer, Wirin. Absent: Gowdy. Councilor Martin thanked the communication center for the tour of the dispatch area. Councilor Lamer encouraged voters in Ward 2 to vote on February 27 to select the 2nd Ward councilor.

CONSENT AGENDA:
Wirin moved to approve the Consent Agenda: Approve Council Meeting minutes for February 12, 2018; approve bill list in the amount of $822,657.11; appoint Dustin Wright to the Municipal Art Gallery, Fisher Center; Receipt of the Civil Service Police Sergeant Promotional List; Approve December Financial Statements; Resolution 2018-020 Adopting The Records Retention Schedule, Produced By The Iowa League Of Cities, State Historical Society Of Iowa's State Archives And Records Bureau And Iowa Municipal Finance Officers Association, Dated October 2012; Resolution 2018-021 Approving An Underground Electric Line And Equipment Easement With Interstate Power And Light Company; second by Martin. Consent agenda adopted 6-0.

RESOLUTIONS:
Wirin moved to adopt Resolution 2018-022 Authorizing The Purchase Of Property At 712 East Boone Street, second by Lamer. Resolution adopted 6-0.

Wirin moved to adopt Resolution 2018-023 Approving One-Time Funding For The Early Hire Of A Police Officer Position In Fiscal Year 2018, second by Cahill. Chief Tupper anticipates four retirements and two deployments in the next few months. Resolution adopted 6-0.

Wirin moved to adopt Resolution 2018-024 Approving Codification Agreement With American Legal Publishing Corporation, second by Lamer. Resolution adopted 5-1 with Hoop dissenting.

Wirin moved to adopt Resolution 2018-025 Amending The Agreement With Bolton & Menk For The Highway 14 Corridor Study To Add Wayfinding To The Scope Of Work, second by Martin. Kinser recommended adding Wayfinding to Bolton & Menk's scope of work due to receipt of $20K for wayfinding grant. Staff will do the sign inventory. Lamer asked for council representation on the Highway 14 Committee. Hoop asked why we need to hire for design when there are qualified local people. Resolution failed 2-3, with Hoop, Lamer and Martin dissenting.

Wirin moved to adopt Resolution 2018-026 Approving Preliminary And Final Plat For Godfrey Subdivision, second by Cahill. Spohnheimer recommended the council approve. Attorney Hitchens, representing Godfrey, was present to quell concerns about the lot separation. Resolution adopted 6-0.

ORDINANCES:
Hoop moved to adopt the second reading of Ordinance #14971 Amending Chapter 2, Offenses and Miscellaneous Provision, Section 54, Prohibiting the Use of Consumer Fireworks and Display Fireworks, to add a Civil Penalty, second by Cahill. Changes to the ordinances places the person in control of the property or the property owner responsible for penalties of violation. Second reading adopted 6-0.

DISCUSSION:
Staff received a request to vacate the alley between 706 and 708 E Boone Street. The calculated value of the property is $1,086.00. Council is required to hold public hearings and vacate the right of public use prior to sale of the property.

The council discussed the feasibility study prepared by GTG Architects for the Veterans Memorial Coliseum. Options presented to the council included: 1) Historic Renovation. Requires contract amendment with GTG to keep the stage, balcony and Blue Room. This option allows for application for federal or state grants. 2) Renovate based on the GTG feasibility study. This option will have to be funded by the council's designated Local Option Sales Tax, GO Bonds, smaller grants, or other funding methods. 3) Sell the building or demolish it. 4) Do nothing. Lamer is in favor of improving the building to be a better utilized space and asked the Police / Fire Building project be completed prior to starting this project. Wirin is in favor of continuing to plan to better utilizing the building, knowing that some grant funds will not be available if the project impacts the historical nature of the building. Martin is in favor of a usable building.

Garrett Goodman, 1711 S 4th St, requested the council consider the liquor license for "Flying Elbow" at the next council meeting. Harley Murra, 1004 Ratcliff Drive, asked the council consider widening 12th Avenue north of Olive Street to handle the pedestrian traffic.

Jim Palmer, 3111 S 8th Street, and Reed Riskedahl, 1412 S 5th St, commented on the city's budget regarding the E911 wages. Lonnie Hogland, 909 Stegmann, commented on the storm water utility increase.

ADJOURNMENT

The meeting adjourned at 6:26 pm.

Respectfully submitted,

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Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

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Joel T.S. Greer, Mayor

ATTEST:

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Shari L. Coughenour, CMC, City Clerk

COUNCIL PROCEEDINGS
March 5, 2018

The Marshalltown City Council met in special session on March 5, 2018, at 12:00 PM, in the Council Chambers at City Hall. Mayor Greer called the meeting to order and led the Pledge of Allegiance. Present: Cahill, Gowdy, Hoop, Martin, Lamer, Wirin.

RESOLUTIONS:

Mayor Greer declared the public hearing open for budget amendment for fiscal year ending June 30, 2018. There were no written comments regarding the amended budget. Reed Riskedahl, 1412 S 5th Street, expressed his disappointment that despite communication with the council the amounts previously levied for E911 services were not reduced from the budget. Leigh Bauder read the written letter submitted for the next item on the agenda. There were no council or staff comments. Mayor Greer declared the public hearing closed at 12:12 pm. Lamer moved to adopt Resolution 2018-027 Adopting the Amended Budget for Fiscal Year Ending June 30, 2018, second by Wirin. Resolution adopted 6-0.

Mayor Greer declared the public hearing open for the budget and tax certification for fiscal year ending June 30, 2019, at 12:12 pm. The clerk noted written comments were received, 3 individuals supporting the proposed tax levy and 9 opposed, with a letter of concern received from one. Copies of the written comments were provided by the clerk to the mayor, council and media. There were no public comments, as they had previously spoken during the public hearing for the previous agenda item. Councilors Cahill, Martin and Lamer expressed their support for the budget process and stood by the council's decision to keep the City's tax rate static despite the $17M public safety project, approved by the voters despite potential to raise the debt service tax levy an estimated $1.40 per $1,000 valuation. The City's Aa2 bond rating remains intact. Mayor Greer declared the public hearing closed at 12:10 PM. Gowdy moved to adopt Resolution 2018-028 Adopting the Budget for Fiscal Year Ending June 30, 2019, and Certifying the Tax Levy, second by Cahill. Resolution adopted 6-0.

Mayor Greer declared the public hearing open for the five year capital improvement program, 2018-2022. There were no written comments regarding the CIP program. Reed Riskedahl, 1412 S 5th Street, asked the council to not use TIF funding for proposed improvements to the Veterans Memorial Coliseum. There were no council or staff comments. Mayor Greer declared the public hearing closed at 12:22 pm. Martin moved to adopt Resolution 2018-029 Adopting the Five Year Capital Improvement Program for 2018-2022, second by Cahill. Resolution adopted 6-0.

ADJOURNMENT

The meeting adjourned at 12:23 pm.

Respectfully submitted,

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Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

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Joel T.S. Greer, Mayor

ATTEST:

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Shari L. Coughenour, CMC, City Clerk

Advertising	
Great.Wstrn.Bnk/1	20.00
T-R/24	2,409.96
Buildings/Improvements	
Central.W.Fabri/1	194,292.72
Corrado.Constr/1	91,152.50
Garling.Constr/1	9,778.35
TONYS.PLUMBG/1	23,061.25
Consulting & Professional Fees	
AHLERS.COONEY/1	203.50
Bernie.Lowe/1	17.34
Bernie.Lowe.Asc/1	162.35
Bolton&Menk.Inc/3	7,639.50
CGA.Assoc/1	3,990.00
Great.Wstrn.Bnk/1	36.50
Grimes.Buck.Sch/1	2,490.00
Lynch.Dallas.PC/3	3,433.03
Olsson.Assoc/1	2,258.75
Prochaska.Assoc/2	19,804.50
Stanley.Consult/1	5,737.50
Story.Constr/1	54,984.45
Wellmark.Inc./1	10,779.93
Contracts	
Aramark.Unfrm/7	93.46
BDH/7	5,925.50
Boerger,LLC/1	18,994.68
Electronic.Engr/3	738.80
Great.Wstrn.Bnk/2	573.76
Hubbard,S/1	80.00
Ia.Dept.Justice/1	23.80
Koch.Brthrs/1	1.84
Marshall.Co.Att/1	23.80
Marshall.Co.Tax/2	20.00
MMIT.INC/2	85.29
Mtwn.Aviation/1	642.00
O.C.L.C.Inc/1	893.32
ONSITE.INFO.DES/3	120.00
Ovivo,USA/3	65,850.60
Premier.Equip/3	131.37
RICOH.USA.INC/4	170.92
Safety-Kleen/1	865.79
Servicemaster/2	2,772.00
Sterling.Fire/1	22.50
Stone.Sanit/7	1,234.94
Unique.Mgmt.Svc/1	170.05
Wahltek.Inc./1	3,425.00
Xerox.Corp/3	72.42
Debt Service	
CRBT/2	8,707.57
Land & Improvements	
Allnut,C/1	500.00
Library Books	
All.About.Books/1	788.02
Baker.Taylor/8	137.20
Baker.Taylor.En/2	526.06
BOOK.FARM/1	3,219.70
BRODART.CO/8	1,233.64
Cengage.Learng/8	597.90
Classroom.Lib/2	261.02
Diamond.Lake/1	112.70
Gardner.Publish/1	78.95
Great.Wstrn.Bnk/48	1,205.26
Live.Oak.Media/1	17.56
MicroMarketing./4	1,187.66
OVERDRIVE,INC./7	659.40
RECORDED.BOOKS/11	494.75
Medical	
Bernie.Lowe/1	175.65
HARTFORD.ACCTS/1	6,625.44
McFarland.Cl/2	166.32
Medtrak.Service/3	1,363.01
Wellmark.Inc./5	69,982.74
Payroll.Deductions	
American.Educa./1	64.41
AXA/2	450.00
Collection.Svs./6	1,734.58
Colonial.Life/1	413.55
Entenmann.Rovin/2	420.00
Fidelity.Securi/2	408.72
I.R.S./6	76,880.06
IA.Treasurer/5	30,745.00
ICMA.457/11	9,976.09
IUPAT.PPME/1	1,006.22
Meskwaki Nation/1	300.34
Teamsters238/2	1,838.56
Texas.Child.Sup/2	252.57
TotalAdmin.Serv/4	7,908.92
Payroll.Net	
Payroll/1	277,891.86
Refund/Reimbursed	
Baker.Taylor/6	364.86
BRODART.CO/3	148.38
Dominguez,A/1	15.95
Findaway.World/1	19.99
Great.Wstrn.Bnk/16	366.68
Hatcher,E/1	16.99
IA.Treasurer/2	2,012.00
Podhasky,T/1	261.55
Post,E/1	16.99
Schrade,D/1	15.00
Wall,B/1	260.40
Watson,C/1	29.95
Rents/Leases	
Ackley.Housing/14	2,427.00
ALCALA,R/1	198.00
Altringer,J/1	282.00
AMES,STEVEN/25	5,841.00
BJ&J.LLC/3	527.00
BLOOD,A/1	493.00
BOULDER.COOP.HS/2	410.00
Brodin,C/1	188.00
BROWN,B/1	57.00
Chadderdon,A/2	510.00
Chicago.Hsg.Aut/1	945.00
CHOATE,A/1	509.00
CIRSI/7	832.00
CLAWSON,J/1	241.00
CMHC.INVEST/1	332.00
Crosser,D/1	363.00
CROSSER,R/1	141.00
D.D.Rentals/1	248.00
Eakin,R/1	226.00
ECKLOR,S/3	944.00
Elwayne.Inc./2	555.00
Etter, W/1	380.00
Eubanks,C/4	1,111.00
F.C.Rentals.LLC/2	505.00
Farrell.Propert/6	1,327.00
FISCHELS,R/2	403.00
Frese.Propts/4	1,185.00
FRIEND,T/1	235.00
Friendly.Valley/4	601.00
Garwin.Trust/1	83.00

Grant.Park.LLC/24	4,943.00
Gray,D/2	550.00
Hala,J/3	811.00
Halladay,W/1	250.00
HANSEN,J/1	251.00
HANSEN,R/1	156.00
HARRIS,T/1	324.00
HASS,S/1	240.00
Hatch,J/2	640.00
Hatch,R/4	1,843.00
HAVELKA,B/1	500.00
Hilltop.Village/10	1,676.00
HOULIHAN,D/1	287.00
HOVERSTEN,R/1	900.00
HOWARD,J/1	175.00
Hsg.Auth.CookCo/7	6,264.00
Hsg.Auth.Joliet/2	2,382.00
HUBBARD.MAPLE/4	599.00
Irvine,S/1	286.00
Jared,S/3	585.00
JASPERS,M/1	127.00
JBI.COOP.Assn/4	999.00
Judge,M/14	4,376.00
KLOCKE,C/1	471.00
Kramer,M/1	349.00
Landherr,J/1	415.00
LAWSON,R/2	310.00
Lawthers.Prop.M/2	970.00
LL.Enterprises/1	199.00
LUENSE,B/5	1,527.00
MANNSON.PROP/2	342.00
Marshalltown.Sr/9	1,889.00
MATNEY,L/1	264.00
Mtwn.Properties/1	321.00
Mtwn/Westown/18	3,585.00
MURPHY,P/1	472.00
Natl.Mngmt.Corp/2	344.00
NAUGHTON,R/1	825.00
North.Tama.Hsg/3	411.00
Oakland.Prop/1	92.00
Oetker,D/3	570.00
Oetker.Jr.,J/1	471.00
Olberding,L/1	113.00
Palisade.Holdng/1	155.00
Park.Elms,LLC/5	1,205.00
Pheasant.Run.Ap/4	1,220.00
Polley,M/1	523.00
Prairie.Home.Pp/1	254.00
Premier.RE.Mgmt/2	470.00
PYLE,D/1	224.00
R.E.P.Corp/1	268.00
RA.Rental.Prop/1	369.00
RD.Toledo,LLP/2	890.00
Reed,T/16	5,026.00
River.Birch/8	3,748.00
River.Oaks/10	3,508.00
S.E.Invst/1	274.00
Sands,S/1	332.00
Schmidt,M/3	640.00
SCHULER-VANLANG/1	260.00
SCOTT,L/1	384.00
SE.Coop.Housing/1	225.00
SESKER,R/2	655.00
Soltero,W/1	159.00
Specht,G/1	468.00
Squire,B/1	264.00
STAFF,E/1	245.00
Steelsmith,G/5	1,129.00
Sunrise.Apt/2	139.00
Swan.Estates/1	356.00
Switzer,T/3	863.00
Tallcorn.Tower/17	5,312.00
TAYLOR,M/1	216.00
Titus,T/2	509.00
TOWN.APARTMENT/5	746.00
TREVRON,LLC/1	310.00
TT.C.Coop.Hsg/2	537.00
VEST,L/2	404.00
WARREN,C/1	226.00
Weatherly.Erin/1	319.00
WEIDNER,R/1	226.00
Welter,T/1	508.00
WIEBENSOHN,L/1	105.00
Service/Repairs	
Advanced.Garage/1	490.00
Arnold.Motor.Su/1	11.76
B&G.HVAC.INC/1	95.00
BDH/1	396.00
Bens.Tire/1	40.00
Bryan,M/2	64.00
Carmer,D/1	12.00
CARRIGAN,K/1	37.00
Carter,G/1	9.00
Century.Link/55	1,320.40
Chicago.Hsg.Aut/1	36.31
Devig,T/1	195.00
Gale-Hazen,E/1	60.00
Gale-Hazen,K/1	217.50
Gohring,R/1	10.00
Great.Wstrn.Bnk/42	4,681.58
Heart.of.Iowa/6	958.18
Hsg.Auth.CookCo/1	244.08
Hsg.Auth.Joliet/1	72.62
I.C.A.P./1	225.89
IA.Dept.Commrc/1	100.00
IA.Dept.Health/1	175.00
IA.FIRE.CHIEF.A/1	25.00
IA.Sec.State/1	30.00
IA.Valley.Cont./1	200.00
JOHNSON,C/1	46.00
Kapaun.Brown/1	344.00
KROENER,L/1	4.00
Liskowiak,M/1	1,275.00
LUAL,S/1	63.00
M.Co.Recorder/1	63.00
Marsh.Co.Treas/1	100.00
McAtee.Tire/3	751.16
Minerva.Val.Tel/1	50.00
Mtwn.Aviation/2	2,028.05
Mtwn.Wtrwrks/3	8,692.83
Neave,G/1	37.00
PettyCash/1	30.00
PettyCash-Libry/1	17.54
Quick,M/1	400.00
Scharnweber.Wtr/1	27.00
Scroggins,J/1	41.00
STREET-LOPEZ,J/1	47.00
US CELLULAR/1	211.70
US.Bank.Equipmt/1	346.48
Vajgrt.R/1	(15.00)
Weblinx/1	3,125.00
Wilson,K/1	100.00
Windstream/1	76.44
YRC/1	142.10

Supplies/Parts	
Adland.Engrvg/1	10.90
Advanced.Garage/2	280.00
AirFilter.Servc/6	445.75
Arnold.Motor.Su/33	1,601.47
Atlantic.Bottli/1	316.29
Baker.Taylor/4	223.56
Barco.MuniProd/1	763.41
BDH/2	1,488.95
Cessford.Constr/1	302.40
Chemsearch/1	238.35
City.Laundering/21	2,007.73
Cntrl.IA.Distr/2	201.25
Cntrl.Office/3	187.36
Crescnt.Electrc/3	1,695.20
Crop.Production/2	912.00
DEMCO.INCORP./3	421.19
Fastenal.Co/6	656.46
Galls.LLC/5	571.46
Gervich.Sons/3	200.00
Gillig.LLC/1	644.29
Great.Wstrn.Bnk/174	17,005.28
Happy.Softw/1	125.00
IA.CHAPTER.NENA/1	230.00
IA.Prison.Ind/1	261.80
Ia.State.Univer/1	300.00
Kapaun.Brown/1	145.35
Keystone.Lab/1	64.00
Marsh.Co.Engr/22	19,443.45
MC2.Inc./6	1,796.02
McAtee.Tire/1	407.44
Midland.Scienti/10	1,485.05
Motion.Industry/1	410.01
Mtwn.School/1	56.00
Napa.Auto/24	1,098.28
Northern.Lights/1	57.41
Perkin.Elmer./3	1,744.00
PettyCash-Libry/2	20.79
Racom.Corp/2	40.00
Siegert,B/1	190.00
Spahn.Rose.Lmbr/1	32.61
Storey.Kenwrthy/9	720.82
Vajgrt.R/1	158.88
Weekley,S/1	188.98
Witmer.Public.S/3	700.87
WW.Grainger/3	61.22
Zarnoth.Brush.W/1	982.70
Ziegler/3	334.38
Travel/Training	
Great.Wstrn.Bnk/13	1,875.94
Noble,C/1	21.84
PettyCash-Libry/1	23.95
ROSENBLUM,S/3	173.28
Svoboda,N/1	87.67
Wegner,S/3	216.12
Utilities	
AlliantEnergy/26	18,697.23
CENTRAL.IA.WATE/1	148.92
Mtwn.Wtrwrks/2	1,013.53
WoodRiver.Enrgy/5	6,752.18
Total/1251	1,263,866.78

CITY OF MARSHALLTOWN

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

DATE: 03/06/2018				
Last Name Worden	*First Name* Beverly		*Middle Initial* A	
STREET ADDRESS 407 Green Mountain Road		*CITY* Green Mountain	*STATE* Iowa	*ZIP* 50632
DAY PHONE # 641-750-9200	*EVENING PHONE #* 641-474-2313		*CELL PHONE #* 641-750-9200	
EMPLOYER: (If retired, please indicate last employer and position held.) Center Associates				
Email address: bworden@centerassoc.com				

VOLUNTEER CIVIC/COMMUNITY ACTIVITY

Please list the organizations in which you have been involved, the nature and duration of your involvement, and any offices or positions you have held. If necessary, continue on another sheet and attach. Include any innovative programs you have developed or participated in at work or in other volunteer capacity.

Please check which of the following City Boards and/or Commissions you would like to be appointed to.

- ☐ Bike Path Committee
- ☐ Board of Adjustment
- ☐ Civil Service Commission
- ☐ Claims Appeal Board
- ☐ Coliseum Commission
- ☐ Dangerous Building Board of Appeals
- ☐ Electrical Appeals Board
- ☐ Electricians Examining Board
- ☐ Enterprise Zone
- ☐ Gas & Plumbing Board
- ☐ Housing Appeals Board
- ☐ Human Rights Commission
- ☑ Investment Advisory Board
- ☐ Library Board
- ☐ Marshalltown Softball Association
- ☐ Municipal Art Gallery/Fisher Center
- ☐ Parks Advisory Committee
- ☐ Public Housing Advisory Governing Board
- ☐ Planning & Zoning Commission
- ☐ Trees Forever /Branching Out Committee
- ☐ Uniform Building Board of Appeals
- ☐ Uniform Fire Code Board of Appeals
- Water Board

Other: ______________________

IN ADDITION, MEMBERS OF THE COUNCIL ARE APPOINTED AS REPRESENTATIVES TO THE FOLLOWING:

- ☐ Cable TV Advisory Committee
- ☐ Convention & Visitors Bureau (CVB)
- ☐ Landfill Commission
- ☐ Main Street Central Business (MCB)
- ☐ Marshalltown Economic Development Impact Commission (MEDIC)
- ☐ 911 Commission
- ☐ Senior Citizen's Committee
- ☐ Sister City Ad Hoc Committee

Please indicate why you have designated a particular Board/Commission on which you would like to serve. For instance, previous experience, expertise or interest, improvements, etc., you believe you would bring to the Board/Commission.

I have a background of over 30 years experience in bank and achieved my FINRA series 7 and 66 licenses in 2008. As the business manager for Center Associates, I am a part of the decision making team as to the investment of our funds.

ATTENDANCE OF MEMBERS OF ALL BOARDS AND COMMISSION

Attendance of Board and Commission members will be reviewed on a quarterly basis by the staff member who works most directly with any Board or Commission. If attendance of any member is at a level of less than 75% for two consecutive quarters, the staff member will report that attendance to the member and to the Mayor. If attendance of any member is at a level below 60% in any four consecutive quarters (or over a span of six or more meetings for groups which meet fewer than six times annually), the Mayor will request a resignation from that member unless there were extenuating circumstances, outside the control of the member, which were reported to the staff member prior to the absences. If a Board or Commission has been unable to conduct business at more than one scheduled meeting in the previous year due to lack of a quorum, the 60% requirement will be enforced regardless of extenuating circumstances.

I do not intend to leave the city for long periods of time during my appointment:

Yes ☑
No ☐

If you have a resume, please attach it to this form so that the Mayor and City Council can most effectively evaluate your interests and match you with the appropriate Board/Commission vacancy.

The City appreciates your time and volunteer spirit. This interest form will be retained for one year and if during that time you are not appointed to a City Board/Commission, you will receive a notice asking that you renew your interest in serving.

Beverly A Worden

Applicant Signature

Return to: City Clerk's Office
City Hall, 24 North Center Street
Marshalltown, Iowa 50158
(641) 754-5701

Meeting notifications are provided via email and posted on the City's website.

Beverly Allard Worden
407 Green Mountain Road
Green Mountain, Iowa 50632

Work Experience

4/11 to now Business Manager
Center Associates

- Maintain financial aspects of the business: accounts payable, financial statements, budgets
- Manage Human Resources function while working closely with Professional Employment Organization

9/94 – 3/11 Wells Fargo Bank, Marshalltown, Iowa

- Manage daily activities of personal bankers, service manager and tellers
- Coach personal bankers, tellers and service manager around activities necessary to achieve sales and service goals
- Monitor daily, monthly and quarterly sales and service reports
- Deliver quarterly and annual performance reviews to direct reports
- Managed through conversion of Brenton Bank to Wells Fargo Bank, ensuring a smooth transition during acquisition

4/90-9/94 Mortgage Loan Originator
Business Assistant
Security Bank, Marshalltown, Iowa

- Interviewed mortgage loan applicants, underwrote and processed application information, produced loan documents, conducted loan closings

10/87–2/90 Delivery Services Specialist
Norwest Bank, Des Moines, Iowa

6/79 – 10/87 Staff Accountant
Norwest Bank, Fort Dodge, Iowa

Education

5/79 Buena Vista University, Storm Lake, Iowa
Bachelor of Arts – Accounting

12/08 Achieved FINRA Series 7 and 66 licenses – general securities registered representative – Wells Fargo Investments

Board and Commission Roster

Investment Advisory Board

Department: Finance

Dept. Phone: (641) 754-5760

Three members meet quarterly to review investment activity of the City to ensure compliance with State and City investment policy.

Term End Date	Member Contact Information	Phone	Email / Notes
Indefinite	**Norman Bach** 305 Thunderbird Drive Marshalltown, IA 50158	(641) 753-8401 (641) 752-2525	norm.bach@fsb-iowa.com *Chair* Appointed: 4/25/2016
Indefinite	**Gary McKibben** 2203 W Lincoln Way Marshalltown, IA 50158	(641) 752-8230	vmckibbin47@gmail.com *replaces K Rezac* Appointed: 10/24/2016
Indefinite	**Beverly Worden** 407 Green Mountain Road Green Mountain, IA 50158	(641) 750-9200 (641) 474-2313	bworden@centerassoc.com *replaced S Hesmer* Appointed: 3/12/2018

State of Iowa gender equality statistics

Males - Count / %	2	66.67%
Females - Count / %	1	33.33%
Total Members	3	

BUILDING DEPARTMENT

BUILDING PERMIT SUMMARY 2018

the City of Marshalltown

MONTH	NEW DWELLINGS	ALTER DWELLINGS	MINOR DWELLINGS	MISC. IMPROVEMENTS	TOTAL IMPROVEMENTS	FEES
JANUARY	$185,000	$10,000	$0	$10,000	$205,000	$1,114
FEBRUARY	$785,000	$414,000	$0	$923,000	$2,122,000	$10,996
MARCH	$0	$0	$0	$0	$0	$0
APRIL	$0	$0	$0	$0	$0	$0
MAY	$0	$0	$0	$0	$0	$0
JUNE	$0	$0	$0	$0	$0	$0
JULY	$0	$0	$0	$0	$0	$0
AUGUST	$0	$0	$0	$0	$0	$0
SEPTEMBER	$0	$0	$0	$0	$0	$0
OCTOBER	$0	$0	$0	$0	$0	$0
NOVEMBER	$0	$0	$0	$0	$0	$0
DECEMBER	$0	$0	$0	$0	$0	$0
TOTALS	**$970,000**	**$424,000**	**$0**	**$933,000**	**$2,327,000**	**$12,110**

BUILDING REPORT FOR THE YEAR 2018

MONTH	TOTAL PERMITS	TOTAL VALUATION	LIVING UNITS	#	NEW DWELLINGS	#	ALTER DWELLINGS	#	MINOR DWELLINGS	#	MISC. IMPROVEMENTS	BUILDING PERMITS	DEMOLITION PERMITS	FEE
January	3	$205,000	1	1	$185,000	1	$10,000	0	$0	1	$10,000	3	0	$1,114
February	7	$2,122,000	2	2	$785,000	1	$414,000	0	$0	4	$923,000	7	0	$10,996
March	0	$0	0	0	$0	0	$0	0	$0	0	$0	0	0	$0
April	0	$0	0	0	$0	0	$0	0	$0	0	$0	0	0	$0
May	0	$0	0	0	$0	0	$0	0	$0	0	$0	0	0	$0
June	0	$0	0	0	$0	0	$0	0	$0	0	$0	0	0	$0
July	0	$0	0	0	$0	0	$0	0	$0	0	$0	0	0	$0
August	0	$0	0	0	$0	0	$0	0	$0	0	$0	0	0	$0
September	0	$0	0	0	$0	0	$0	0	$0	0	$0	0	0	$0
October	0	$0	0	0	$0	0	$0	0	$0	0	$0	0	0	$0
November	0	$0	0	0	$0	0	$0	0	$0	0	$0	0	0	$0
December	0	$0	0	0	$0	0	$0	0	$0	0	$0	0	0	$0
TOTALS	**10**	**$2,327,000**	**3**	**3**	**$970,000**	**2**	**$424,000**	**0**	**$0**	**5**	**$933,000**	**10**	**0**	**$12,110**

Scott A. Riemenschneider, Chief Building Official

BUILDING REPORT FOR THE MONTH OF FEBRUARY 2017

the City of Marshalltown

PERMIT NUMBER	OWNER OF IMPROVEMENT	LOCATION OF IMPROVEMENT	TYPE OF IMPROVEMENT	NEW DWELLING		ALTER DWELLING	MINOR BUILDING	MISC. IMPROVEMENT	FEE
24456	Jeffrey Paul Homes 2.0 LLC	302 Carson Drive	Finish New Dwelling	$173,000					$716
24457	Jmt Investments	802 South 3rd Avenue	Alter Building					$15,000	$251
24458	Wayward Social	1101 South 6th Street	Alter Building					$820,000	$4,834
24459	Steve Zahnd	105 South 29th Street	New Dwelling/Garage	$612,000					$3,794
24460	Glenwood Place	2907 South 6th Street	New Building					$44,000	$582
24461	Glenwood Place	2907 South 6th Street	New Building					$44,000	$582
24462	Ralph Raggio	1014 South 7th Avenue	Alter Dwelling			$414,000			$237
			TOTALS:	**$785,000**		**$414,000**	**$0**	**$923,000**	**$10,996**
			TOTAL IMPROVEMENT AMOUNT:			**$2,122,000**			
				Units	Permits	Permits	Permits	Permits	Demo Permits
			# OF PERMITS:	**2**	**2**	**1**	**0**	**4**	**0**

Scott A. Riemenschneider, Chief Building Official

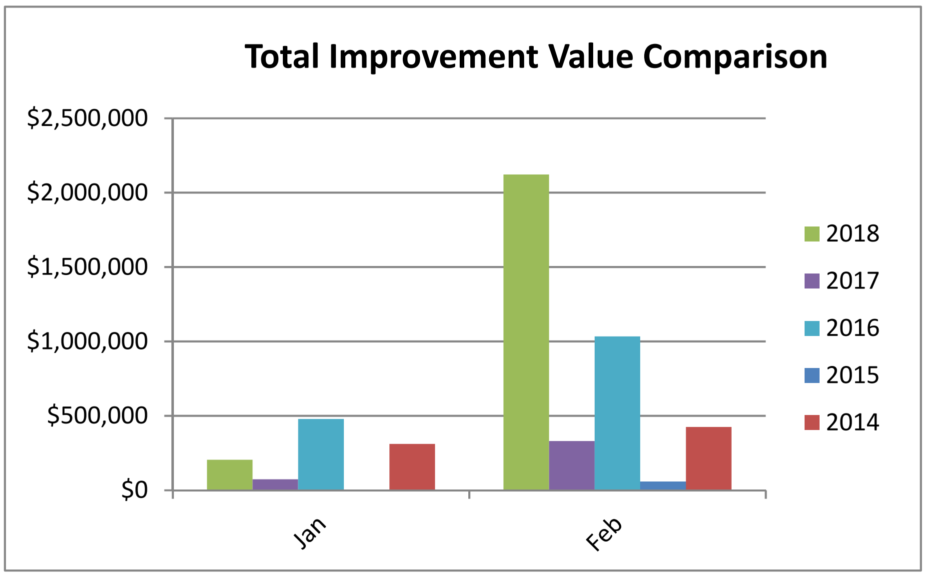
Building Division Improvement Value & Fee Summary - Feb. 2018

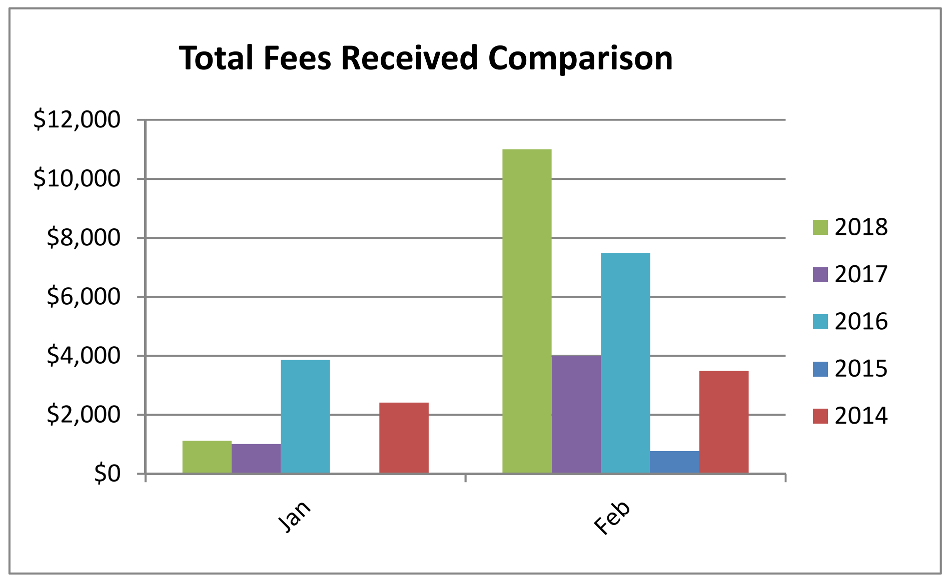
Total Improvement Value Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2018	$205,000	$2,122,000											**$2,327,000**
2017	$74,000	$331,000											**$405,000**
2016	$479,000	$1,034,000											**$1,513,000**
2015	$0	$57,000											**$57,000**
2014	$311,000	$425,000											**$736,000**

Total Fees Received Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2018	$1,114	$10,996											**$12,110**
2017	$1,006	$3,995											**$5,001**
2016	$3,860	$7,490											**$11,350**
2015	$0	$762											**$762**
2014	$2,414	$3,484											**$5,898**





Joel Greer, Mayor
Jessica Kinser, Administrator
Diana Steiner, Finance Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

FINANCE DEPARTMENT

March 8, 2018

To: Mayor Joel Greer
Members of the City Council

From: Finance Department

Re: January Monthly Financial Statements

Policy Issue: N/A

Recommendation: Staff recommends approving the Jan. 2018 monthly financial statements.

Background: The Finance department has prepared and reconciled the Jan. 2018 financial statements for your review. The attached reports include the following:

- Fund Balance Report, which includes the beginning balance at 6/30/17, the year-to-date revenues and expenses for 7 months and the ending fund cash balance.
- Cash & Investments Report, which includes current balances and interest rates for all city investments.
- Monthly Budget Report, which reflects monthly and year-to-date revenues and expenses by each fund and then in summary. If the YTD Activity amount is less than the YTD Budget amount, it will show as unfavorable for revenues and favorable for expenses.

Item of interest this month:

*The Police & Fire Building expenses were $362 thousand, primarily from plumbing, electrical, steel and storefront work.

Attachment: January 2018 Financial Statements
cc: Jessica Kinser, City Administrator

City of Marshalltown, IA

Fund Balance Report
As Of 01/31/18

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
001 - GENERAL FUND	1,010,518.57	8,561,447.70	8,781,524.91	790,441.36
010 - CASH FLOW RESERVE FUND	2,067,220.00	10,983.18	-	2,078,203.18
030 - CAPITAL RESERVE	222,656.03	464,066.68	532,146.78	154,575.93
031 - CAPITAL RSRV-BLDG MAINT	433,540.11	15,861.41	12,300.00	437,101.52
032 - CIP LARGE VEHICLE/EQUIPMENT	-	-	-	-
050 - COLISEUM ACTIVITY FUND	3,996.94	21,907.85	28,792.81	(2,888.02)
110 - ROAD USE TAX	4,812,368.51	2,147,039.40	2,126,369.42	4,833,038.49
112 - EMPLOYEE BENEFITS FUND	2,261,648.85	1,367,631.06	1,187,339.19	2,441,940.72
117 - POLICE/FIRE RETIREMENT	599,680.42	638,878.23	572,461.55	666,097.10
119 - EMERGENCY FUND	-	125,688.82	123,165.83	2,522.99
121 - LOCAL OPTION SALES TAX	5,263,028.64	2,051,815.02	2,407,843.31	4,907,000.35
125 - TAX INCREMENT FINANCING	936,710.02	113,960.86	232,273.03	818,397.85
130 - CITY TORT LIABILITY	97,286.38	70,011.15	89,562.96	77,734.57
131 - SPECIAL ASSESSMENTS SURPLUS	-	-	-	-
132 - GRANTS-STATE/LOCAL AGENCIES	3,591.05	45,202.52	-	48,793.57
133 - UNDESIGNATED FEDERAL GRANTS	-	-	-	-
140 - PARK & REC DONATION FUND	98,892.74	153,638.30	185,078.79	67,452.25
141 - MTOWN TENNIS ASSOC	1,664.12	10.58	-	1,674.70
142 - SOFTBALL ASSOCIATION FUND	11,335.24	3,262.20	14,280.08	317.36
143 - NICHOLSON FORD REAP GRANT	-	-	-	-
144 - LIVE HEALTHY IOWA	5,307.70	31.29	381.48	4,957.51
150 - COPS FAST GRANTS	(5,385.09)	25,412.26	31,275.31	(11,248.14)
151 - DEPT OF JUSTICE GRANTS	(1,434.78)	12,789.23	12,754.41	(1,399.96)
152 - POLICE UNDESIGNATED GRANTS	(7,518.79)	40,994.00	70,843.92	(37,368.71)
153 - POLICE DEPT DONATION FUND	104,225.71	9,270.40	7,981.79	105,514.32
155 - (D)POLICE PENSION - SPEC REV	-	-	-	-
156 - FIRE DEPT DONATION FUND	3,198.21	19,229.58	13,341.03	9,086.76
157 - FIRE DEPT GRANTS	4,548.87	28.91	-	4,577.78
160 - ECONOMIC DEVELOPMENT GIFT	49,354.02	313.48	-	49,667.50
161 - SURETY DEPOSITS/SUBDIVIDER	10,296.52	65.39	-	10,361.91
170 - LIBRARY DONATION FUND	91,026.00	21,599.25	13,035.51	99,589.74
177 - SEIZED ASSETS (POLICE)	32,209.73	10,730.69	5,323.31	37,617.11
179 - OTHER COMM AND ECON DEVELOPMENT	-	129,220.59	7,377.95	121,842.64
180 - HOUSING GRANTS	35,462.31	213.18	8,957.28	26,718.21
181 - (D)HUD LEAD GRANT	12.37	-	12.37	-
182 - #4 HUD LEAD GRANT	9,267.11	-	-	9,267.11
183 - FY 08 EDI (ECON DEV INCENTIVE)	(12,029.25)	-	-	(12,029.25)
184 - VOUCHERS - 002, 003	189,187.01	734,332.64	832,500.97	91,018.68
185 - CDBG HOUSING GRANTS	-	-	-	-
186 - CBDG GRANTS-NSP	(19,675.33)	80,239.54	60,564.21	-
187 - HUD LEAD MATCH	40,262.42	-	-	40,262.42
188 - #5 HUD LEAD GRANT	(78,378.15)	763,194.94	699,195.81	(14,379.02)
190 - 911 SURCHARGE	530,417.81	160,719.24	111,621.81	579,515.24
198 - Z_GROUP HEALTH INSURANCE RET	-	-	-	-
199 - Z_CERTIFICATES	-	-	-	-
200 - GO BONDS DEBT FUND	207,473.39	1,703,361.36	290,781.25	1,620,053.50

300 - CIP COLLECTION FUND	369,047.84	316,198.03	463,335.14	221,910.73
310 - FEDERAL STREET GRANTS	(877,399.09)	340,619.13	1,316.60	(538,096.56)
311 - RISE STREET GRANTS	(98,178.29)	-	-	(98,178.29)
312 - AIRPORT PROJECT FUND	(78,886.16)	44,781.00	490,200.01	(524,305.17)
320 - SPECIAL ASSESSMENT PROJECTS	(47,080.95)	7,779.00	-	(39,301.95)
340 - BIKE PATH PROJECT FUND	92,501.58	161,898.71	955,550.47	(701,150.18)
341 - TREES FOREVER PROJECT	1,196.00	2,125.81	1,098.95	2,222.86
350 - GO BONDS CAPITAL PROJECTS	8,388.19	53.28	-	8,441.47
351 - 2012 BOND CAPITAL PROJ FUND	-	-	-	-
352 - 2013 BOND PROCEEDS CAP PRJ	-	-	-	-
353 - 2014 GO BONDS	(13.73)	13.73	-	-
354 - POLICE & FIRE STATIONS	3,492,999.93	12,843,751.33	1,754,431.02	14,582,320.24
355 - 2015 GO BONDS (D&D)	169,029.14	944.33	57,985.04	111,988.43
356 - 2016 BONDS - STREET PROJECTS	1,847,200.44	1,624,614.23	3,472,681.21	(866.54)
357 - 2018 CY STREET PROJECTS	-	-	-	-
380 - (D) S CENTER STREET PROJECTS	-	-	-	-
381 - CAPITAL STREET PROJECTS	-	-	-	-
382 - PUBLIC WORKS FACILITY	1,265.98	4.46	1,270.44	-
383 - CARNEGIE/CITY HALL REVITALIZTN	-	-	-	-
391 - TIF DISTRICT II CAP PROJECTS	14,561.90	-	-	14,561.90
392 - TIF DISTRICT III CAP PROJECTS	7,851.75	34.27	14,440.12	(6,554.10)
393 - TIF DISTRICT IV CAP PROJECTS	(2,477.30)	88,907.90	85,564.06	866.54
610 - WATER POLLUTION CONTROL	2,002.91	2,970,798.72	2,957,371.36	15,430.27
611 - WPCP REVENUE	8,948,596.83	4,217,989.05	2,963,368.38	10,203,217.50
612 - WPCP REVENUE BOND FUND	311,843.76	2,058.74	428,943.21	(115,040.71)
613 - SEWER I/I PROJECT	-	-	-	-
614 - WPCP CAPITAL IMPROVEMENT RSRV	1,006,916.01	6,395.62	-	1,013,311.63
615 - WPCP PLANT & IMPROVEMENTS	-	-	390.00	(390.00)
616 - SANITARY SEWER REHAB PROJECT	0.10	290,150.80	290,150.90	-
617 - SANITARY SEWER NEW CONSTRUCTN	68,659.26	14,000.00	-	82,659.26
690 - TRANSIT OPERATING	117,704.41	274,200.98	358,036.29	33,869.10
691 - PARA TRANSIT	-	-	-	-
740 - STORM SEWER UTILITY	1,177,576.25	830,168.27	324,409.12	1,683,335.40
741 - 2016 GO STORM WATER PROJ	1,800,530.26	14,288.57	170,345.24	1,644,473.59
750 - COMPOSTING FACILITY	179,366.73	40,280.14	35,598.19	184,048.68
760 - P&R CONCESSIONS ENTERPRISE	10,326.18	21,324.10	47,554.69	(15,904.41)
881 - OCCUPATIONAL INSURANCE ESCROW	(849.93)	75,651.80	33,560.03	41,241.84
884 - GROUP HEALTH INSURANCE ESCROW	2,655,233.60	1,553,875.50	1,539,164.59	2,669,944.51
885 - FLEXIBLE BENEFITS FUND	-	-	-	-
886 - WORKMAN'S COMP DEDUCTIBLE FUND	37,319.60	236.74	87.52	37,468.82
899 - INVENTORY FUND	-	-	-	-
910 - POLICE PENSION - T & A	-	5,497.17	6,282.48	(785.31)
913 - 911 Commision	-	-	-	-
950 - SUBDIVIDER IMPROVEMENT ESCROW	-	-	-	-
951 - SALES TAX REIMBURSEMENT	1,523.34	1,471.03	4,763.70	(1,769.33)
952 - SURETY BONDS/DEPOSITS	1,501.21	262.84	-	1,764.05
953 - IA STATE SLEUTH USR GRP	14,971.67	-	-	14,971.67
954 - FRIENDS OF THE LIBRARY	-	-	-	-
955 - WATER WORKS ASSESSMENTS	-	-	-	-
991 - GOVERNMENTAL ASSETS	-	-	-	-
	40,245,194.83	45,253,526.21	34,916,985.83	50,581,735.21

Account	Name		Ending Balance	Interest Rate
BalObject: 0110 - US Bank Acct				
999.0110.000	CASH US BANK		36,562.58	0.00
		Total BalObject: 0110 - US Bank Acct:	**36,562.58**	
BalObject: 0111 - UB&T Operating				
999.0111.000	UB&T Operating		8,963,627.66	1.70
		Total BalObject: 0111 - UB&T Operating:	**8,963,627.66**	
BalObject: 0112 - UB&T AP				
999.0112.000	UB&T AP		11,564.20	1.70
		Total BalObject: 0112 - UB&T AP:	**11,564.20**	
BalObject: 0113 - UB&T Payroll				
999.0113.000	UB&T Payroll		41,685.54	1.70
		Total BalObject: 0113 - UB&T Payroll:	**41,685.54**	
BalObject: 0114 - UB&T Dev Inspections				
999.0114.000	UB&T Dev Inspections		30,464.57	1.70
		Total BalObject: 0114 - UB&T Dev Inspections:	**30,464.57**	
BalObject: 0115 - UB&T HUD Admin				
999.0115.000	UB&T HUD Admin		122,749.52	1.70
		Total BalObject: 0115 - UB&T HUD Admin:	**122,749.52**	
BalObject: 0116 - UB&T HUD HAP				
999.0116.000	UB&T HUD HAP		23,675.67	1.70
		Total BalObject: 0116 - UB&T HUD HAP:	**23,675.67**	
BalObject: 0117 - UB&T Police				
999.0117.000	UB&T Police		25,298.44	1.70
		Total BalObject: 0117 - UB&T Police:	**25,298.44**	

BalObject: 0120 - PETTY CASH			
610.0120.000	PETTY CASH	200.00	0.00
750.0120.000	PETTY CASH	200.00	0.00
	Total BalObject: 0120 - PETTY CASH:	**400.00**	
BalObject: 0122 - PETTY CASH-CITY CLERK			
001.0122.000	PETTY CASH-CITY CLERK	750.00	0.00
	Total BalObject: 0122 - PETTY CASH-CITY CLERK:	**750.00**	
BalObject: 0123 - PETTY CASH-LIBRARY			
001.0123.000	PETTY CASH-LIBRARY	100.00	0.00
	Total BalObject: 0123 - PETTY CASH-LIBRARY:	**100.00**	
BalObject: 0125 - PETTY CASH-PARK			
001.0125.000	PETTY CASH-PARK	200.00	0.00
	Total BalObject: 0125 - PETTY CASH-PARK:	**200.00**	
BalObject: 0130 - CASH HELD BY INSUR ADMI			
885.0130.000	CASH HELD BY INSUR ADMI	1.00	0.00
	Total BalObject: 0130 - CASH HELD BY INSUR ADMI:	**1.00**	
BalObject: 0213 - CENTRAL STATE BNK MONEY MARKET			
999.0213.000	CENTRAL STATE BNK MONEY MARKET	2,555,598.33	1.26
	Total BalObject: 0213 - CENTRAL STATE BNK MONEY MARKET:	**2,555,598.33**	
BalObject: 0216 - GREAT WESTERN BANK MM			
354.0216.000	GREAT WESTERN BANK MM	541,325.51	1.70
741.0216.000	GREAT WESTERN BANK MM	1,644,473.59	1.70
999.0216.000	GREAT WESTERN BANK MM	2,984,950.24	1.70
	Total BalObject: 0216 - GREAT WESTERN BANK MM:	**5,170,749.34**	
BalObject: 0242 - GREAT WESTRN CD (91-365 DYS)			
121.0242.000	GREAT WESTRN CD (91-364 DAYS)	1,000,000.00	1.55-1.63
354.0242.000	GREAT WESTERM CD(91-364)	2,500,000.00	1.45-1.63
999.0242.000	GREAT WESTRN CD (91-364 DAYS)	500,000.00	1.12
	Total BalObject: 0242 - GREAT WESTRN CD (91-365 DYS):	**4,000,000.00**	
BalObject: 0243 - GNB CD (91-364 DYS)			
354.0243.000	GNB CD (91-364 DAYS)	8,000,000.00	1.49-1.71
611.0243.000	GNB CD (91-364 DAYS)	500,000.00	1.32
	Total BalObject: 0243 - GNB CD (91-364 DYS):	**8,500,000.00**	

BalObject: 0247 - FRMRS SVGS BK CD (91-365)			
010.0247.000	FRMRS SVGS BK CD (91-364 DAYS)	502,573.77	1.25
611.0247.000	FRMRS SVGS BK CD (91-364 DAYS)	501,283.02	1.57
999.0247.000	FRMRS SVGS BK CD (91-364 DAYS)	1,003,660.99	1.12-1.70
	Total BalObject: 0247 - FRMRS SVGS BK CD (91-365):	**2,007,517.78**	
BalObject: 0252 - GNB 365 INV			
354.0252.000	GNB CD (365 DAYS)	2,000,000.00	1.61-1.65
884.0252.000	GNB CD (365 DAYS)	503,283.97	1.31
999.0252.000	GNB CD (365 DAYS)	1,503,283.97	1.31-1.46
	Total BalObject: 0252 - GNB 365 INV:	**4,006,567.94**	
BalObject: 0262 - GREAT WESTERN BANK (> 1 YR CD)			
010.0262.000	GREAT WESTRN CD (365 DAYS)	500,000.00	1.48
121.0262.000	GREAT WESTSERN CD (365 Days)	1,000,000.00	1.68-1.81
611.0262.000	GREAT WESTRN CD (365 DAYS)	500,000.00	1.44
999.0262.000	GREAT WESTRN CD (365 DAYS)	3,500,000.00	1.15-1.88
	Total BalObject: 0262 - GREAT WESTERN BANK (> 1 YR CD):	**5,500,000.00**	
BalObject: 0265 - IPAIT CD (365)			
999.0265.000	IPAIT CD (365 DAYS)	500,000.00	1.50
	Total BalObject: 0265 - IPAIT CD (365):	**500,000.00**	
BalObject: 0266 - CENTRAL STATE BANK CD (> 1 YR)			
884.0266.000	CENTRAL STATE BANK (365 DAYS)	1,011,125.35	1.96
999.0266.000	CENTRAL STATE BANK (365 DAYS)	5,024,279.35	1.40-1.96
	Total BalObject: 0266 - CENTRAL STATE BANK CD (> 1 YR):	**6,035,404.70**	
BalObject: 0267 - FARMERS CD (> 1 YR)			
611.0267.000	FRMRS SVGS BK CD (365)	500,000.00	1.72
884.0267.000	FRMRS SVGS BK CD (365 DAYS)	500,000.00	1.85
999.0267.000	FRMRS SVGS BK CD (365 DAYS)	2,008,688.17	1.17-1.85
	Total BalObject: 0267 - FARMERS CD (> 1 YR):	**3,008,688.17**	
BalObject:9999 - POOLED CASH			
999.0999.000	POOLED CASH BALANCE	40,129.77	0.00
		40,129.77	
	Grand Totals:	**50,581,735.21**	

	Account Type	January Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 001 - GENERAL FUND						
	Revenue	271,700.45	8,937,128.69	8,561,447.70	(375,680.99)	15,320,796.00
	Expense	1,154,211.85	9,084,895.96	8,781,524.91	303,371.05	15,574,133.00
	TOTAL:	**(882,511.40)**	**(147,767.27)**	**(220,077.21)**	**(72,309.94)**	**(253,337.00)**
Fund: 010 - CASH FLOW RESERVE FUND						
	Revenue	1,639.08	2,916.62	10,983.18	8,066.56	5,000.00
	TOTAL:	**1,639.08**	**2,916.62**	**10,983.18**	**8,066.56**	**5,000.00**
Fund: 030 - CAPITAL RESERVE						
	Revenue	161.42	358,743.56	464,066.68	105,323.12	614,989.00
	Expense	68,811.64	360,055.78	532,146.78	(172,091.00)	617,239.00
	TOTAL:	**(68,650.22)**	**(1,312.22)**	**(68,080.10)**	**(66,767.88)**	**(2,250.00)**
Fund: 031 - CAPITAL RSRV-BLDG MAINT						
	Revenue	4,568.96	437.50	15,861.41	15,423.91	750.00
	Expense	-	15,604.12	12,300.00	3,304.12	26,750.00
	TOTAL:	**4,568.96**	**(15,166.62)**	**3,561.41**	**18,728.03**	**(26,000.00)**
Fund: 050 - COLISEUM ACTIVITY FUND						
	Revenue	2,145.11	12,790.05	21,907.85	9,117.80	21,926.00
	Expense	4,867.48	22,556.80	28,792.81	(6,236.01)	38,670.00
	TOTAL:	**(2,722.37)**	**(9,766.75)**	**(6,884.96)**	**2,881.79**	**(16,744.00)**
Fund: 110 - ROAD USE TAX						
	Revenue	229,856.02	1,925,000.00	2,147,039.40	222,039.40	3,300,000.00
	Expense	336,088.79	2,032,443.98	2,126,369.42	(93,925.44)	3,485,203.00
	TOTAL:	**(106,232.77)**	**(107,443.98)**	**20,669.98**	**128,113.96**	**(185,203.00)**
Fund: 112 - EMPLOYEE BENEFITS FUND						
	Revenue	3,889.07	1,519,038.50	1,367,631.06	(151,407.44)	2,604,066.00
	Expense	-	1,533,314.93	1,187,339.19	345,975.74	2,628,540.00
	TOTAL:	**3,889.07**	**(14,276.43)**	**180,291.87**	**194,568.30**	**(24,474.00)**
Fund: 117 - POLICE/FIRE RETIREMENT						
	Revenue	13,426.49	677,337.43	638,878.23	(38,459.20)	1,161,150.00
	Expense	-	669,877.81	572,461.55	97,416.26	1,148,362.00
	TOTAL:	**13,426.49**	**7,459.62**	**66,416.68**	**58,957.06**	**12,788.00**

Fund	Account Type	January Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 119 - EMERGENCY FUND						
	Revenue	2,522.99	133,454.37	125,688.82	(7,765.55)	228,779.00
	Expense	-	133,454.37	123,165.83	10,288.54	228,779.00
	TOTAL:	**2,522.99**	**-**	**2,522.99**	**2,522.99**	**-**
Fund: 121 - LOCAL OPTION SALES TAX						
	Revenue	277,694.11	2,393,235.74	2,051,815.02	(341,420.72)	4,102,690.00
	Expense	123,472.75	2,344,999.93	2,407,843.31	(62,843.38)	4,020,000.00
	TOTAL:	**154,221.36**	**48,235.81**	**(356,028.29)**	**(404,264.10)**	**82,690.00**
Fund: 125 - TAX INCREMENT FINANCING						
	Revenue	880.97	108,802.68	113,960.86	5,158.18	186,519.00
	Expense	16,770.00	358,833.30	232,273.03	126,560.27	615,143.00
	TOTAL:	**(15,889.03)**	**(250,030.62)**	**(118,312.17)**	**131,718.45**	**(428,624.00)**
Fund: 130 - CITY TORT LIABILITY						
	Revenue	81.18	116.62	70,011.15	69,894.53	200.00
	Expense	13,242.00	8,749.93	89,562.96	(80,813.03)	15,000.00
	TOTAL:	**(13,160.82)**	**(8,633.31)**	**(19,551.81)**	**(10,918.50)**	**(14,800.00)**
Fund: 132 - GRANTS-STATE/LOCAL AGENCIES						
	Revenue	20,050.95	-	45,202.52	45,202.52	-
	TOTAL:	**20,050.95**	**-**	**45,202.52**	**45,202.52**	**-**
Fund: 140 - PARK & REC DONATION FUND						
	Revenue	20,436.84	7,583.31	153,638.30	146,054.99	13,000.00
	Expense	1,683.31	11,168.85	185,078.79	(173,909.94)	19,147.00
	TOTAL:	**18,753.53**	**(3,585.54)**	**(31,440.49)**	**(27,854.95)**	**(6,147.00)**
Fund: 141 - MTOWN TENNIS ASSOC						
	Revenue	1.75	-	10.58	10.58	-
	TOTAL:	**1.75**	**-**	**10.58**	**10.58**	**-**
Fund: 142 - SOFTBALL ASSOCIATION FUND						
	Revenue	2,250.33	-	3,262.20	3,262.20	-
	Expense	482.17	-	14,280.08	(14,280.08)	-
	TOTAL:	**1,768.16**	**-**	**(11,017.88)**	**(11,017.88)**	**-**
Fund: 144 - LIVE HEALTHY IOWA						
	Revenue	5.18	3,733.31	31.29	(3,702.02)	6,400.00
	Expense	-	3,416.84	381.48	3,035.36	5,858.00
	TOTAL:	**5.18**	**316.47**	**(350.19)**	**(666.66)**	**542.00**
Fund: 150 - COPS FAST GRANTS						
	Revenue	-	28,583.31	25,412.26	(3,171.05)	49,000.00
	Expense	7,463.02	25,783.80	31,275.31	(5,491.51)	44,201.00
	TOTAL:	**(7,463.02)**	**2,799.51**	**(5,863.05)**	**(8,662.56)**	**4,799.00**

	Account Type	January Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 151 - DEPT OF JUSTICE GRANTS						
	Revenue	-	13,416.62	12,789.23	(627.39)	23,000.00
	Expense	348.67	13,416.62	12,754.41	662.21	23,000.00
	TOTAL:	**(348.67)**	**-**	**34.82**	**34.82**	**-**
Fund: 152 - POLICE UNDESIGNATED GRANTS						
	Revenue	3,622.50	50,611.12	40,994.00	(9,617.12)	86,762.00
	Expense	8,642.95	45,202.43	70,843.92	(25,641.49)	77,490.00
	TOTAL:	**(5,020.45)**	**5,408.69**	**(29,849.92)**	**(35,258.61)**	**9,272.00**
Fund: 153 - POLICE DEPT DONATION FUND						
	Revenue	2,360.19	1,399.93	9,270.40	7,870.47	2,400.00
	Expense	704.26	4,783.17	7,981.79	(3,198.62)	8,200.00
	TOTAL:	**1,655.93**	**(3,383.24)**	**1,288.61**	**4,671.85**	**(5,800.00)**
Fund: 156 - FIRE DEPT DONATION FUND						
	Revenue	9.49	-	19,229.58	19,229.58	-
	Expense	9,080.85	-	13,341.03	(13,341.03)	-
	TOTAL:	**(9,071.36)**	**-**	**5,888.55**	**5,888.55**	**-**
Fund: 157 - FIRE DEPT GRANTS						
	Revenue	4.78	-	28.91	28.91	-
	TOTAL:	**4.78**	**-**	**28.91**	**28.91**	**-**
Fund: 160 - ECONOMIC DEVELOPMENT GIFT						
	Revenue	51.87	-	313.48	313.48	-
	TOTAL:	**51.87**	**-**	**313.48**	**313.48**	**-**
Fund: 161 - SURETY DEPOSITS/SUBDIVIDER						
	Revenue	10.82	-	65.39	65.39	-
	TOTAL:	**10.82**	**-**	**65.39**	**65.39**	**-**
Fund: 170 - LIBRARY DONATION FUND						
	Revenue	454.00	11,666.62	21,599.25	9,932.63	20,000.00
	Expense	917.95	7,991.55	13,035.51	(5,043.96)	13,700.00
	TOTAL:	**(463.95)**	**3,675.07**	**8,563.74**	**4,888.67**	**6,300.00**
Fund: 177 - SEIZED ASSETS (POLICE)						
	Revenue	1,244.75	1,983.31	10,730.69	8,747.38	3,400.00
	Expense	-	1,749.93	5,323.31	(3,573.38)	3,000.00
	TOTAL:	**1,244.75**	**233.38**	**5,407.38**	**5,174.00**	**400.00**
Fund: 179 - OTHER COMM AND ECON DEVELOPMENT						
	Revenue	129,220.59	-	129,220.59	129,220.59	-
	Expense	7,377.95	-	7,377.95	(7,377.95)	-
	TOTAL:	**121,842.64**	**-**	**121,842.64**	**121,842.64**	**-**

	Account Type	January Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 180 - HOUSING GRANTS						
	Revenue	27.90	2,916.62	213.18	(2,703.44)	5,000.00
	Expense	7,112.21	1,207.29	8,957.28	(7,749.99)	2,070.00
	TOTAL:	**(7,084.31)**	**1,709.33**	**(8,744.10)**	**(10,453.43)**	**2,930.00**
Fund: 181 - (D)HUD LEAD GRANT						
	Expense	12.37	-	12.37	(12.37)	-
	TOTAL:	**(12.37)**	**-**	**(12.37)**	**(12.37)**	**-**
Fund: 182 - #4 HUD LEAD GRANT						
	Revenue	-	65,821.56	-	(65,821.56)	112,837.00
	TOTAL:	**-**	**65,821.56**	**-**	**(65,821.56)**	**112,837.00**
Fund: 184 - VOUCHERS - 002, 003						
	Revenue	113,159.41	813,533.98	734,332.64	(79,201.34)	1,394,630.00
	Expense	136,747.73	810,336.80	832,500.97	(22,164.17)	1,389,150.00
	TOTAL:	**(23,588.32)**	**3,197.18**	**(98,168.33)**	**(101,365.51)**	**5,480.00**
Fund: 185 - CDBG HOUSING GRANTS						
	Expense	(7.00)	-	-	-	-
	TOTAL:	**7.00**	**-**	**-**	**-**	**-**
Fund: 186 - CBDG GRANTS-NSP						
	Revenue	-	-	80,239.54	80,239.54	-
	Expense	58,012.22	4,684.61	60,564.21	(55,879.60)	8,031.00
	TOTAL:	**(58,012.22)**	**(4,684.61)**	**19,675.33**	**24,359.94**	**(8,031.00)**
Fund: 187 - HUD LEAD MATCH						
	Expense	-	15,626.17	-	15,626.17	26,788.00
	TOTAL:	**-**	**(15,626.17)**	**-**	**15,626.17**	**(26,788.00)**
Fund: 188 - #5 HUD LEAD GRANT						
	Revenue	12.37	886,783.24	763,194.94	(123,588.30)	1,520,200.00
	Expense	16.58	718,719.96	699,195.81	19,524.15	1,232,093.00
	TOTAL:	**(4.21)**	**168,063.28**	**63,999.13**	**(104,064.15)**	**288,107.00**
Fund: 190 - 911 SURCHARGE						
	Revenue	605.19	174,999.93	160,719.24	(14,280.69)	300,000.00
	Expense	6,730.06	174,999.23	111,621.81	63,377.42	300,000.00
	TOTAL:	**(6,124.87)**	**0.70**	**49,097.43**	**49,096.73**	**-**
Fund: 200 - GO BONDS DEBT FUND						
	Revenue	35,603.83	2,516,750.04	1,703,361.36	(813,388.68)	4,314,429.00
	Expense	-	2,421,167.00	290,781.25	2,130,385.75	4,150,572.00
	TOTAL:	**35,603.83**	**95,583.04**	**1,412,580.11**	**1,316,997.07**	**163,857.00**

	Account Type	January Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 300 - CIP COLLECTION FUND						
	Revenue	6,539.13	334,655.30	316,198.03	(18,457.27)	573,695.00
	Expense	-	358,597.75	463,335.14	(104,737.39)	614,739.00
	TOTAL:	**6,539.13**	**(23,942.45)**	**(147,137.11)**	**(123,194.66)**	**(41,044.00)**
Fund: 310 - FEDERAL STREET GRANTS						
	Revenue	-	50,050.00	340,619.13	290,569.13	85,800.00
	Expense	-	-	1,316.60	(1,316.60)	-
	TOTAL:	**-**	**50,050.00**	**339,302.53**	**289,252.53**	**85,800.00**
Fund: 312 - AIRPORT PROJECT FUND						
	Revenue	-	182,700.00	44,781.00	(137,919.00)	313,200.00
	Expense	14,340.04	203,408.24	490,200.01	(286,791.77)	348,700.00
	TOTAL:	**(14,340.04)**	**(20,708.24)**	**(445,419.01)**	**(424,710.77)**	**(35,500.00)**
Fund: 320 - SPECIAL ASSESSMENT PROJECTS						
	Revenue	-	14,583.31	7,779.00	(6,804.31)	25,000.00
	TOTAL:	**-**	**14,583.31**	**7,779.00**	**(6,804.31)**	**25,000.00**
Fund: 340 - BIKE PATH PROJECT FUND						
	Revenue	-	220,694.25	161,898.71	(58,795.54)	378,333.00
	Expense	-	296,208.99	955,550.47	(659,341.48)	507,787.00
	TOTAL:	**-**	**(75,514.74)**	**(793,651.76)**	**(718,137.02)**	**(129,454.00)**
Fund: 341 - TREES FOREVER PROJECT						
	Revenue	2.32	1,750.00	2,125.81	375.81	3,000.00
	Expense	-	1,750.00	1,098.95	651.05	3,000.00
	TOTAL:	**2.32**	**-**	**1,026.86**	**1,026.86**	**-**
Fund: 350 - GO BONDS CAPITAL PROJECTS						
	Revenue	8.82	4,203.50	53.28	(4,150.22)	7,206.00
	TOTAL:	**8.82**	**4,203.50**	**53.28**	**(4,150.22)**	**7,206.00**
Fund: 353 - 2014 GO BONDS						
	Revenue	-	-	13.73	13.73	-
	TOTAL:	**-**	**-**	**13.73**	**13.73**	**-**
Fund: 354 - POLICE & FIRE STATIONS						
	Revenue	12,351.00	7,408,916.62	12,843,751.33	5,434,834.71	12,701,000.00
	Expense	362,047.00	5,524,341.55	1,754,431.02	3,769,910.53	9,470,300.00
	TOTAL:	**(349,696.00)**	**1,884,575.07**	**11,089,320.31**	**9,204,745.24**	**3,230,700.00**
Fund: 355 - 2015 GO BONDS (D&D)						
	Revenue	116.95	-	944.33	944.33	-
	Expense	-	-	57,985.04	(57,985.04)	-
	TOTAL:	**116.95**	**-**	**(57,040.71)**	**(57,040.71)**	**-**

Account Type		January Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 356 - 2016 BONDS - STREET PROJECTS						
Revenue		247,945.50	5,833.31	1,624,614.23	1,618,780.92	10,000.00
Expense		(64,718.72)	1,101,875.11	3,472,681.21	(2,370,806.10)	1,888,929.00
	TOTAL:	**312,664.22**	**(1,096,041.80)**	**(1,848,066.98)**	**(752,025.18)**	**(1,878,929.00)**
Fund: 382 - PUBLIC WORKS FACILITY						
Revenue		-	-	4.46	4.46	-
Expense		-	-	1,270.44	(1,270.44)	-
	TOTAL:	**-**	**-**	**(1,265.98)**	**(1,265.98)**	**-**
Fund: 392 - TIF DISTRICT III CAP PROJECTS						
Revenue		-	14.56	34.27	19.71	25.00
Expense		167.50	-	14,440.12	(14,440.12)	-
	TOTAL:	**(167.50)**	**14.56**	**(14,405.85)**	**(14,420.41)**	**25.00**
Fund: 393 - TIF DISTRICT IV CAP PROJECTS						
Revenue		-	29,166.62	88,907.90	59,741.28	50,000.00
Expense		-	29,166.62	85,564.06	(56,397.44)	50,000.00
	TOTAL:	**-**	**-**	**3,343.84**	**3,343.84**	**-**
Fund: 610 - WATER POLLUTION CONTROL						
Revenue		636,121.98	-	2,970,798.72	2,970,798.72	-
Expense		208,252.21	4,216,119.39	2,957,371.36	1,258,748.03	7,227,637.00
	TOTAL:	**427,869.77**	**(4,216,119.39)**	**13,427.36**	**4,229,546.75**	**(7,227,637.00)**
Fund: 611 - WPCP REVENUE						
Revenue		552,494.09	4,268,189.03	4,217,989.05	(50,199.98)	7,316,896.00
Expense		636,121.98	-	2,963,368.38	(2,963,368.38)	-
	TOTAL:	**(83,627.89)**	**4,268,189.03**	**1,254,620.67**	**(3,013,568.36)**	**7,316,896.00**
Fund: 612 - WPCP REVENUE BOND FUND						
Revenue		-	-	2,058.74	2,058.74	-
Expense		298,863.21	-	428,943.21	(428,943.21)	-
	TOTAL:	**(298,863.21)**	**-**	**(426,884.47)**	**(426,884.47)**	**-**
Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV						
Revenue		1,058.20	1,575.00	6,395.62	4,820.62	2,700.00
	TOTAL:	**1,058.20**	**1,575.00**	**6,395.62**	**4,820.62**	**2,700.00**
Fund: 615 - WPCP PLANT & IMPROVEMENTS						
Expense		-	-	390.00	(390.00)	-
	TOTAL:	**-**	**-**	**(390.00)**	**(390.00)**	**-**
Fund: 616 - SANITARY SEWER REHAB PROJECT						
Revenue		290,150.80	1,604,166.62	290,150.80	(1,314,015.82)	2,750,000.00
Expense		0.10	1,049,999.93	290,150.90	759,849.03	1,800,000.00
	TOTAL:	**290,150.70**	**554,166.69**	**(0.10)**	**(554,166.79)**	**950,000.00**

	Account Type	January Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 617 - SANITARY SEWER NEW CONSTRUCTN						
	Revenue	-	-	14,000.00	14,000.00	-
	TOTAL:	**-**	**-**	**14,000.00**	**14,000.00**	**-**
Fund: 690 - TRANSIT OPERATING						
	Revenue	36,045.77	589,077.16	274,200.98	(314,876.18)	1,009,847.00
	Expense	45,221.07	686,577.71	358,036.29	328,541.42	1,176,992.00
	TOTAL:	**(9,175.30)**	**(97,500.55)**	**(83,835.31)**	**13,665.24**	**(167,145.00)**
Fund: 740 - STORM SEWER UTILITY						
	Revenue	100,166.96	862,166.62	830,168.27	(31,998.35)	1,478,000.00
	Expense	30,722.28	539,975.73	324,409.12	215,566.61	925,675.00
	TOTAL:	**69,444.68**	**322,190.89**	**505,759.15**	**183,568.26**	**552,325.00**
Fund: 741 - 2016 GO STORM WATER PROJ						
	Revenue	2,223.78	-	14,288.57	14,288.57	-
	Expense	3,435.00	408,333.31	170,345.24	237,988.07	700,000.00
	TOTAL:	**(1,211.22)**	**(408,333.31)**	**(156,056.67)**	**252,276.64**	**(700,000.00)**
Fund: 750 - COMPOSTING FACILITY						
	Revenue	489.99	39,963.42	40,280.14	316.72	68,509.00
	Expense	1,972.43	120,904.70	35,598.19	85,306.51	207,266.00
	TOTAL:	**(1,482.44)**	**(80,941.28)**	**4,681.95**	**85,623.23**	**(138,757.00)**
Fund: 760 - P&R CONCESSIONS ENTERPRISE						
	Revenue	878.32	22,341.62	21,324.10	(1,017.52)	38,300.00
	Expense	477.80	23,832.76	47,554.69	(23,721.93)	40,857.00
	TOTAL:	**400.52**	**(1,491.14)**	**(26,230.59)**	**(24,739.45)**	**(2,557.00)**
Fund: 881 - OCCUPATIONAL INSURANCE ESCROW						
	Revenue	10,220.14	-	75,651.80	75,651.80	-
	Expense	1,977.13	-	33,560.03	(33,560.03)	-
	TOTAL:	**8,243.01**	**-**	**42,091.77**	**42,091.77**	**-**
Fund: 884 - GROUP HEALTH INSURANCE ESCROW						
	Revenue	236,922.58	-	1,553,875.50	1,553,875.50	-
	Expense	152,548.19	-	1,539,164.59	(1,539,164.59)	-
	TOTAL:	**84,374.39**	**-**	**14,710.91**	**14,710.91**	**-**
Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND						
	Revenue	39.13	-	236.74	236.74	-
	Expense	-	-	87.52	(87.52)	-
	TOTAL:	**39.13**	**-**	**149.22**	**149.22**	**-**
Fund: 910 - POLICE PENSION - T & A						
	Revenue	-	-	5,497.17	5,497.17	-
	Expense	785.31	-	6,282.48	(6,282.48)	-
	TOTAL:	**(785.31)**	**-**	**(785.31)**	**(785.31)**	**-**
TOTAL		**(383,528.29)**	**902,698.65**	**10,339,570.21**	**9,436,871.56**	**1,546,433.00**

Fund	Account Type	January Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
001 - GENERAL FUND		(882,511.40)	(147,767.27)	(220,077.21)	(72,309.94)	(253,337.00)
010 - CASH FLOW RESERVE FUND		1,639.08	2,916.62	10,983.18	8,066.56	5,000.00
030 - CAPITAL RESERVE		(68,650.22)	(1,312.22)	(68,080.10)	(66,767.88)	(2,250.00)
031 - CAPITAL RSRV-BLDG MAINT		4,568.96	(15,166.62)	3,561.41	18,728.03	(26,000.00)
050 - COLISEUM ACTIVITY FUND		(2,722.37)	(9,766.75)	(6,884.96)	2,881.79	(16,744.00)
110 - ROAD USE TAX		(106,232.77)	(107,443.98)	20,669.98	128,113.96	(185,203.00)
112 - EMPLOYEE BENEFITS FUND		3,889.07	(14,276.43)	180,291.87	194,568.30	(24,474.00)
117 - POLICE/FIRE RETIREMENT		13,426.49	7,459.62	66,416.68	58,957.06	12,788.00
119 - EMERGENCY FUND		2,522.99	-	2,522.99	2,522.99	-
121 - LOCAL OPTION SALES TAX		154,221.36	48,235.81	(356,028.29)	(404,264.10)	82,690.00
125 - TAX INCREMENT FINANCING		(15,889.03)	(250,030.62)	(118,312.17)	131,718.45	(428,624.00)
130 - CITY TORT LIABILITY		(13,160.82)	(8,633.31)	(19,551.81)	(10,918.50)	(14,800.00)
132 - GRANTS-STATE/LOCAL AGENCIES		20,050.95	-	45,202.52	45,202.52	-
140 - PARK & REC DONATION FUND		18,753.53	(3,585.54)	(31,440.49)	(27,854.95)	(6,147.00)
141 - MTOWN TENNIS ASSOC		1.75	-	10.58	10.58	-
142 - SOFTBALL ASSOCIATION FUND		1,768.16	-	(11,017.88)	(11,017.88)	-
144 - LIVE HEALTHY IOWA		5.18	316.47	(350.19)	(666.66)	542.00
150 - COPS FAST GRANTS		(7,463.02)	2,799.51	(5,863.05)	(8,662.56)	4,799.00
151 - DEPT OF JUSTICE GRANTS		(348.67)	-	34.82	34.82	-
152 - POLICE UNDESIGNATED GRANTS		(5,020.45)	5,408.69	(29,849.92)	(35,258.61)	9,272.00
153 - POLICE DEPT DONATION FUND		1,655.93	(3,383.24)	1,288.61	4,671.85	(5,800.00)
156 - FIRE DEPT DONATION FUND		(9,071.36)	-	5,888.55	5,888.55	-
157 - FIRE DEPT GRANTS		4.78	-	28.91	28.91	-
160 - ECONOMIC DEVELOPMENT GIFT		51.87	-	313.48	313.48	-
161 - SURETY DEPOSITS/SUBDIVIDER		10.82	-	65.39	65.39	-
170 - LIBRARY DONATION FUND		(463.95)	3,675.07	8,563.74	4,888.67	6,300.00
177 - SEIZED ASSETS (POLICE)		1,244.75	233.38	5,407.38	5,174.00	400.00
179 - OTHER COMM AND ECON DEVELOPMENT		121,842.64	-	121,842.64	121,842.64	-
180 - HOUSING GRANTS		(7,084.31)	1,709.33	(8,744.10)	(10,453.43)	2,930.00
181 - (D)HUD LEAD GRANT		(12.37)	-	(12.37)	(12.37)	-
182 - #4 HUD LEAD GRANT		-	65,821.56	-	(65,821.56)	112,837.00
184 - VOUCHERS - 002, 003		(23,588.32)	3,197.18	(98,168.33)	(101,365.51)	5,480.00
185 - CDBG HOUSING GRANTS		7.00	-	-	-	-
186 - CBDG GRANTS-NSP		(58,012.22)	(4,684.61)	19,675.33	24,359.94	(8,031.00)
187 - HUD LEAD MATCH		-	(15,626.17)	-	15,626.17	(26,788.00)
188 - #5 HUD LEAD GRANT		(4.21)	168,063.28	63,999.13	(104,064.15)	288,107.00
190 - 911 SURCHARGE		(6,124.87)	0.70	49,097.43	49,096.73	-
200 - GO BONDS DEBT FUND		35,603.83	95,583.04	1,412,580.11	1,316,997.07	163,857.00

Account Type	January Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
300 - CIP COLLECTION FUND	6,539.13	(23,942.45)	(147,137.11)	(123,194.66)	(41,044.00)
310 - FEDERAL STREET GRANTS	-	50,050.00	339,302.53	289,252.53	85,800.00
312 - AIRPORT PROJECT FUND	(14,340.04)	(20,708.24)	(445,419.01)	(424,710.77)	(35,500.00)
320 - SPECIAL ASSESSMENT PROJECTS	-	14,583.31	7,779.00	(6,804.31)	25,000.00
340 - BIKE PATH PROJECT FUND	-	(75,514.74)	(793,651.76)	(718,137.02)	(129,454.00)
341 - TREES FOREVER PROJECT	2.32	-	1,026.86	1,026.86	-
350 - GO BONDS CAPITAL PROJECTS	8.82	4,203.50	53.28	(4,150.22)	7,206.00
353 - 2014 GO BONDS	-	-	13.73	13.73	-
354 - POLICE & FIRE STATIONS	(349,696.00)	1,884,575.07	11,089,320.31	9,204,745.24	3,230,700.00
355 - 2015 GO BONDS (D&D)	116.95	-	(57,040.71)	(57,040.71)	-
356 - 2016 BONDS - STREET PROJECTS	312,664.22	(1,096,041.80)	(1,848,066.98)	(752,025.18)	(1,878,929.00)
382 - PUBLIC WORKS FACILITY	-	-	(1,265.98)	(1,265.98)	-
392 - TIF DISTRICT III CAP PROJECTS	(167.50)	14.56	(14,405.85)	(14,420.41)	25.00
393 - TIF DISTRICT IV CAP PROJECTS	-	-	3,343.84	3,343.84	-
610 - WATER POLLUTION CONTROL	427,869.77	(4,216,119.39)	13,427.36	4,229,546.75	(7,227,637.00)
611 - WPCP REVENUE	(83,627.89)	4,268,189.03	1,254,620.67	(3,013,568.36)	7,316,896.00
612 - WPCP REVENUE BOND FUND	(298,863.21)	-	(426,884.47)	(426,884.47)	-
614 - WPCP CAPITAL IMPROVEMENT RSRV	1,058.20	1,575.00	6,395.62	4,820.62	2,700.00
615 - WPCP PLANT & IMPROVEMENTS	-	-	(390.00)	(390.00)	-
616 - SANITARY SEWER REHAB PROJECT	290,150.70	554,166.69	(0.10)	(554,166.79)	950,000.00
617 - SANITARY SEWER NEW CONSTRUCTN	-	-	14,000.00	14,000.00	-
690 - TRANSIT OPERATING	(9,175.30)	(97,500.55)	(83,835.31)	13,665.24	(167,145.00)
740 - STORM SEWER UTILITY	69,444.68	322,190.89	505,759.15	183,568.26	552,325.00
741 - 2016 GO STORM WATER PROJ	(1,211.22)	(408,333.31)	(156,056.67)	252,276.64	(700,000.00)
750 - COMPOSTING FACILITY	(1,482.44)	(80,941.28)	4,681.95	85,623.23	(138,757.00)
760 - P&R CONCESSIONS ENTERPRISE	400.52	(1,491.14)	(26,230.59)	(24,739.45)	(2,557.00)
881 - OCCUPATIONAL INSURANCE ESCROW	8,243.01	-	42,091.77	42,091.77	-
884 - GROUP HEALTH INSURANCE ESCROW	84,374.39	-	14,710.91	14,710.91	-
886 - WORKMAN'S COMP DEDUCTIBLE FUND	39.13	-	149.22	149.22	-
910 - POLICE PENSION - T & A	(785.31)	-	(785.31)	(785.31)	-
TOTAL	**(383,528.29)**	**902,698.65**	**10,339,570.21**	**9,436,871.56**	**1,546,433.00**

*This report does not include City agency funds, 951,952,953.

IOWA DOT
Form 831240 (12-15)

CHANGE ORDER

For Local Public Agency Projects

No.: 01

Non-Substantial: ☒

Substantial: ☐

Administering Office Concurrence Date

Accounting ID No. (5-digit number): 33849

Project Number: TAP-U-4797(620)--8I-64

Kind of Work: PCC SIDEWALK/TRAIL

Local Public Agency: CITY OF MARSHALLTOWN

Contractor: BOULDER CONTRACTING, LLC

Date Prepared: January 17, 2018

You are hereby authorized to make the following changes to the contract documents.

A - Description of change to be made:

ADD ITEM # 8001, (EWO) TRAFFIC CONTROL, 1.0 EACH @ $1,100.00/EACH
ADD ITEM # 8002, STEEL DECKING MODIFICATION, 2,475.0 EACH @ $1.00/EACH
ADD ITEM # 8003, WOOD DECKING MODIFICATION 6,075.0 EACH @ $1.00/EACH
ADD ITEM # 8004, CRUSHED LIMESTONE, 126.93 TONS @ $104.92/TON
ADD ITEM # 8005, WETLAND GRASS SEEDING, 1.1 ACRES @ $5,335.00/ACRE
ADD ITEM # 8006, MULCHING, BONDED FIBER MATRIX, 2.7 ACRES @ $3,520.00/ACRE

B - Reason for change:

ITEM #8001: TC Signs were added at Bridge 1 to provide a safe work zone so scaffolding could be used for the concrete repair bid item. Add Road Standard TC-211 to the project documents.

ITEM #8002: Angle iron for decking to be notched around existing bolts on the bridge. In some cases, the decking will need to be notched. Any newly exposed steel will be painted with zinc rich paint. In total, there are 102 bolts to notch around. Price is for time, labor, and materials to complete.

ITEM #8003: Wood decking for the bridge was ran parallel to the trail as per plan. Due to safety concerns between the bike tires and decking joints running in the same direction, a second course of wood deck was added transversely. Price is for time, labor, and materials to complete.

ITEM #8004: 3,000 LF of shoulder was mostly ballast material with few fines. Due to safety concerns of the open graded ballast, crushed limestone was added to choke off the openings to provide a drive-able surface for bikes. Price is for time, labor, and materials to complete.

ITEM #8005/8006: Switched rural seeding and fertilizer to wetland seeding with BFM mulching in Hardin County, and added BFM to Marshall County section.

C - Settlement for cost(s) of change as follows with items addressed in Sections F and/or G:

ITEM #8001, is for Division 1 with Participation.
ITEM #8002, is for Division 4, Bridge 26 with Participation.
ITEM #8003, is for Division 5, Bridge 27 with Participation.
ITEM #8004, is for Division 1 with Participation.
ITEM #8005, 1.1 Acres to Division 2 with Participation.
ITEM #8006, 1.6 Acres to Division 1, 1.1 Acres to Division 2 with Participation.

D - Justification for cost(s) (See I.M. 3.805, Attachment D, Chapter 2.36, for acceptable justification):

ITEM #8001/8002/8003/8004: Prices are reasonable based on time, labor, materials, limited access to project sites, and small quantities to complete. All of these change order items are project specific and BidX could not be reviewed for history of prices.
ITEM #8005: 12-month history on BidX shows an average price of $3,300/ACRE and high of $12,000/ACRE. The project history is limited with only 6 projects used. Submitted price is higher than average, but is reasonable due to limited access to site.
ITEM #8006: 12-month history on BidX shows an average price of $4,050/ACRE for 1-6 Acres of quantity. Submitted price is reasonable.

E - Contract time adjustment: ☐ No Working Days added ☒ Working Days added: 6 ☐ Unknown at this time

Justification for selection:
Time added is reasonable based on number of days extra it took to make these changes.

IOWA DOT
Form 831240 (12-15)

Accounting ID No.(5-digit number): 33849

Change Order No.: 01

F - Items included in contract:

Participating				For deductions enter as "-x.xx"		
Federal-aid	State-aid	Line Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
					TOTAL	

Add Row Delete Row

G - Items not included in contract:

Participating				For deductions enter as "-x.xx"		
Federal-aid	State-aid	Change Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
X		8001	(EWO) TRAFFIC CONTROL	$1,100.00	1.000	$1,100.00
X		8002	STEEL DECK MODIFICATION	$1.00	2,475.000	$2,475.00
X		8003	WOOD DECKING MODIFICATION	$1.00	6,075.000	$6,075.00
X		8004	CRUSHED LIMESTONE	$104.92	126.930	$13,317.50
X		8005	WETLAND GRASS SEEDING	$5,335.00	1.100	$5,868.50
X		8006	MULCHING, BONDED FIBER MATRIX	$3,520.00	2.700	$9,504.00
					TOTAL	$38,340.00

Add Row Delete Row

H. Signatures

Agreed:	Contractor	1/23/18 Date			
Recommended:	Project Engineer	1-24-18 Date			
Approved:	Person in Responsible Charge	1-24-18 Date	Other (optional)	Title	Date
	Contracting Authority (optional)	Date	Other (optional)	Title	Date
	Iowa DOT Administering Office	Date			

Approval is contingent upon funds being available under the existing project agreement or upon additional Federal-aid funds being made available by a modified project agreement.

FHWA Concurrence: ______________________ Date ______
Federal Highway Division Administration (if required)

DISTRIBUTION (after fully executed on LPA projects): Original - Finance; Copies - Contractor, Project Engineer, Contracting Authority, Administering Office.

Date distributed: ______________ Initials: _____

RESOLUTION APPROVING CONTRACT CHANGE ORDER #1 FOR THE PCC IOWA RIVER TRAIL PROJECT # 41016001 FOR GENERAL SUPPLIES FOR BOULDER CONTRACTING, LLC
AN INCREASE OF $38,340.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Boulder Contracting, LLC for the labor and material for the PCC Iowa river Trail Project #41016001; and

WHEREAS an increase is requested to complete the project.

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

Section1. That the contract total for the PCC Iowa River Trail Project, in the increased amount of $817,953.50 is hereby accepted and approved.

Passed this 12th day of March 2018, and signed this _____ day of_______________, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Joel T.S. Greer, 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

March 6, 2018

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

From: Justin Nickel
Director of Public Works

Re: Change Order #1 Iowa River Trail Phase 1 – Boulder Contracting, LLC for additional traffic control, bridge modifications, seeding and erosion control measures in the amount of $38,340. The additional work was requested by Hardin County

Policy Issue: City policy requires Governing Body approval of Change Orders.

Recommendation: Staff recommends approving the Change Order with Boulder for the additional work.

Background: Boulder requested payment for additional traffic control, which was agreed to by the City Engineer. Additional bridge modifications were necessary in Hardin County. Marshalltown Parks and Rec Department requested additional limestone as shoulder material along the trail in the City. Hardin County requested a change in grass seeding and additional erosion control measures were needed to stabilize the linear work area over the fall and winter.

Budget Impact: There are sufficient funds to accept this agreement. Federal funds will be used with the match being supplied by the local Trails group or Hardin County.

Attachment: Change Order #1

cc: Jessica Kinser, City Administrator

Marshalltown Central Business District
CITY COUNCIL REPORT

MCBD, "A Main Street Community"
March 12, 2018

Update Report Prepared by: Jenny Etter, Executive Director

Projects and Planning

Board: Strategic Planning 2018-2020

Committees:

Promotion Committee, Events Planning: Deb Hippler, Chair

- Treasures Tour- Oct 13th
- 27th Annual Holiday Stroll/Tiny Tim Tree Festival- Nov 17
- Adopt A Vet Party- Dec 16

Design Committee: vacant, Chair

- Flower Basket Program- June 4- Oct 9
- Pedestrian Walkway- Nate McCormick, planning for phase II completion

Business Improvement Committee: Rheba Yost, Chair

- Building Inventory- quarterly update, complete 2nd story inventory
- Business Visitation- Recruit/maintain members
- Business Expansion- recruitment, fill empty stores, attract wider variety of businesses, collaborate with MEDIC, Regional Partnership, City
- Downtown Rehab Projects: Kibbey Building/ Completion of Commercial Space
- Incentive Grant program- Dean Elder building, façade improvement

Organization Committee: Cass Gerstandt, Chair

- Membership drive/ Friends of MCBD 2018
- Pledge Drive
- Website, new pay online feature
- Main Street Awards- April 13th, DSM Hoyt Sherman Place

Collaborations:

- Marshalltown Public Art Committee
- Vision Marshalltown
- Marshall County Arts and Culture Alliance
- Regional Partnership
- City

Hand-outs: Calendar of Events, 2018 Board roster

MCBD

2018 Events/Meeting Calendar

Events/Locations: Dates:

- **National Main Street Conference March 25-28**
  Kansas City, MO
- **Main Street Iowa Awards Banquet April 13th**
  Hoyt Sherman Place, DSM
- **Mid-State Community Development Conference April 19**
  Sioux City, NE (MCBD Director: presenter)
- **Main Street Iowa- Spring Workshop April 24 - 25**
  Le Mars, IA
- **Main Street Iowa Directors Training May 7**
  IEDA Des Moines
- **Floral Basket Program June 4 – Oct 9**
- **Marshalltown Art Festival July 21**
- **Main Street Iowa Downtown Conference Aug 29- 30**
  Waterloo, IA
- **Main Street Iowa Restaurant Week Sept 14-23**
  Marshalltown

- **Main Street Iowa- Challenge Grant due** **Sept 21**

- **Main Street Iowa Program Site Visit Marshalltown** **Sept 26**

- **Treasures Tour** **Oct 13**

- **Holiday Stroll & Festival of Trees** **Nov 17-19**

- **Adopt-A-Veteran Xmas Party** **Dec 16**

Other:

- **City Council- Quarterly Update/Reports: 5:30pm council chambers, Mar. 12, June 11, Sept 10, Dec 10**

- **City Development Committee: 2nd Monday of the month, 10A City Hall**

- **Hwy 14 Corridor Planning Committee- scheduled as needed, City Hall**

- **Vision Marshalltown: Quarterly, scheduled via doodle poll, Emerson**

- **Vision Marshalltown Housing Committee- scheduled monthly**

- **MPAC: Quarterly meetings, Mar 2, May 4, Aug 3, Oct 5, Dec 7, 12-1pm**

Iowa Department of **REVENUE**

$50

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

https://tax.iowa.gov

Instructions on the reverse side

For period (MM/DD/YYYY) 02 / 26 / 18 through June 30, 2018

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

Business Information:

Trade Name/DBA Golden Karen LLC

Physical Location Address 134 E State St City Marshalltown ZIP 50158

Mailing Address ______ City ______ State ______ ZIP ______

Business Phone Number 641-328-1632

Legal Ownership Information:

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

Name of sole proprietor, partnership, corporation, LLC, or LLP ______

Mailing Address 313 N 3rd St City Marshalltown State IA ZIP 50158

Phone Number 641-750-6657 Fax Number ______ Email ______

Retail Information:

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

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☐ Alternative Nicotine Products ☐ Vapor Products ☐

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐
Grocery store ☒ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐
Has vending machine that assembles cigarettes ☐ Other ☐ ______

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

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Dan Paw Name (please print) ______

Signature [signature] Signature ______

Date 2/26/18 Date ______

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: ______
- Fill in the date the permit was approved by the council or board: ______
- Fill in the permit number issued by the city/county: ______
- Fill in the name of the city or county issuing the permit: ______
- New ☐ Renewal ☐

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

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

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

SEE INSTRUCTIONS ON THE REVERSE SIDE

For period (MM/DD/YYYY) 01 / 30 / 18 through June 30, 2018

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

Business Information:

Trade Name/DBA: Yesway #1048

Physical Location Address: 1701 Iowa Avenue City: Marshalltown ZIP: 50158

Mailing Address: 138 Conant Street City: Beverly State: MA ZIP: 01915

Business Phone Number: (641) 752-3500

Legal Ownership Information:

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

Name of sole proprietor, partnership, corporation, LLC, or LLP: BW gas & convenience Retail, LLC

Mailing Address: 138 Conant Street City: Beverly State: MA ZIP: 01915

Phone Number: (978) 7207500 Fax Number: ( ) Email: permits@yesway.com

Retail Information:

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

Types of Products Sold: (Check all that apply)

Cigarettes ☑ Tobacco ☑ Alternative Nicotine Products ☑ Vapor Products ☑

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☑ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐
Has vending machine that assembles cigarettes ☐ Other ☐

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

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

Name (please print): Thomas Nicholas Trkla | Name (please print):
Signature: X Thomas Nichl Trkla | Signature:
Date: 12/18/17 | Date:

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit:
- Fill in the date the permit was approved by the council or board:
- Fill in the permit number issued by the city/county:
- Fill in the name of the city or county issuing the permit: City of Marshalltown

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Applicant License Application ( )

Name of Applicant: GOLDEN KAREN LLC

Name of Business (DBA): Golden Karen LLC

Address of Premises: 134 E states st

City Marshalltown County: Iowa Zip: 50158

Business (641) 750-6657

Mailing 204 E Main St

City Marshalltown State IA Zip: 50158

Contact Person

Name Dah Paw

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

Classification Class C Beer Permit (BC)

Term: 12 months

Effective Date: 03/01/2018

Expiration Date: 01/01/1900

Privileges:

Class C Beer Permit (BC)

Sunday Sales

Status of Business

BusinessType: Limited Liability Company

Corporate ID Number: XXXXXXXXX Federal Employer ID XXXXXXXXX

Ownership

Dah Paw

First Name: Dah Last Name: Paw

City: Marshalltown State: Iowa Zip: 50158

Position: OWNER

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

Insurance Company Information

Insurance Company:

Policy Effective Date: Policy Expiration

Bond Effective Dram Cancel Date:

Outdoor Service Effective Outdoor Service Expiration

Temp Transfer Effective Temp Transfer Expiration Date:

Applicant

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

Applicant's Signature ______________ Date 2/26/18

+++++++++++++++++++++++++++++

NOTARY

State of Iowa
County of Marshall

Signed and sworn to (or affirmed) before me

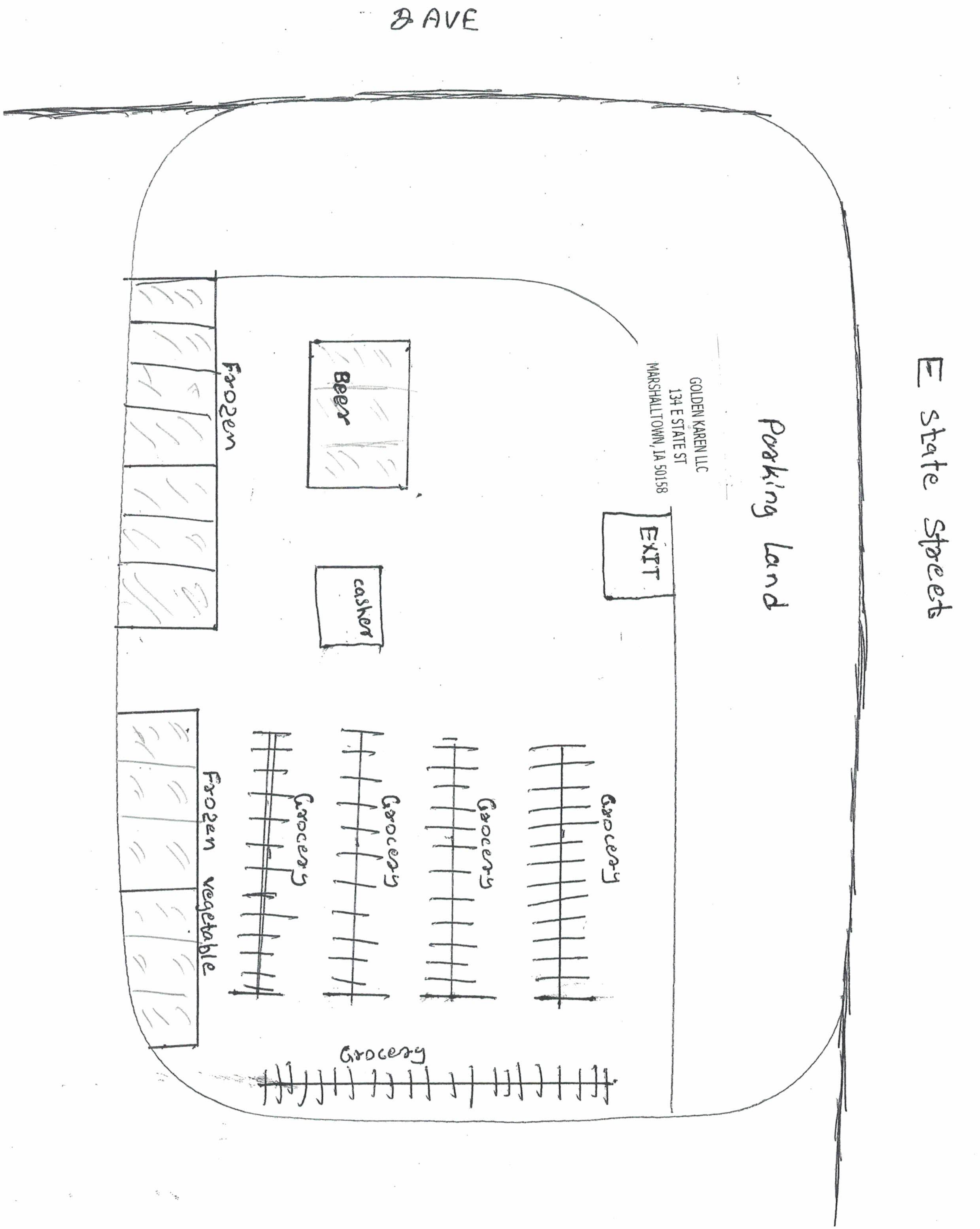
on 2-26-18,
Date

by Dah Paw,
Print Name of Applicant

Shari L Coughenour
Signature of Notary Public

Date 2-26-18

NOTARIAL SEAL IOWA
SHARI L. COUGHENOUR
COMMISSION # 703907
MY COMMISSION EXPIRES
6-29-18


2 AVE
E state Street
Parking land
GOLDEN KAREN LLC
134 E STATE ST
MARSHALLTOWN, IA 50158
EXIT
Beer
casher
Frozen
Frozen vegetable
Grocery
Grocery
Grocery
Grocery
Grocery

Applicant

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

Applicant's Signature ______________________ Date Feb. 5, 2018

++++++++++++++++++++++++++++

NOTARY

State of Iowa
County of Marshall

Signed and sworn to (or affirmed) before me

on 2/5/18,
Date

by Luisa Ortega,
Print Name of Applicant

Signature of Notary Public ______________________ Date 2/5/18

NOTARIAL SEAL IOWA
ALLYSON JENSEN
Commission No. 771603
My Comm. Expires 2/9/2018

Marshall County, Iowa
CENTRAL IOWA FAIR
www.centraliowafairgrounds.net
1308 East Olive Street
Marshalltown, Iowa 50158
Phone / FAX: (641) 753-3671
cifa@heartofiowa.net

February 26, 2018

Memo to: Marshalltown City Council

From: Central Iowa Fair Grounds

Subject: Midnight Ballroom Rodeo-Temporary Outside Service Area and Arena Service Area

License#: BB0027777 - Class B Beer (BB) (Includes Wine Coolers)

This is a requesting document to temporarily move the Central Iowa Fair Alcohol License off our normal Service area and grant Midnight Ballroom to move their Alcohol License to the fairgrounds.

The Midnight Ball Room would like to rent the grounds to hold a rodeo and family event on March 31, 2018. They are also asking to use their Alcohol License to receive the proceeds from the beer sales. This is okay with the Central Iowa Fair Board. They will also provide the proper security. The State requires license moves to be transferred for a minimum of 24 hour. The time set for these moves will be *Friday, March 30, 2018, 12:00 pm (Noon) thru Monday, April 2, 2018, 12:00 pm (Noon).* I have verified with the Alcoholic Beverage Division (ABD) that we can set the time from noon to noon.

Please review the attached dram shop layouts:

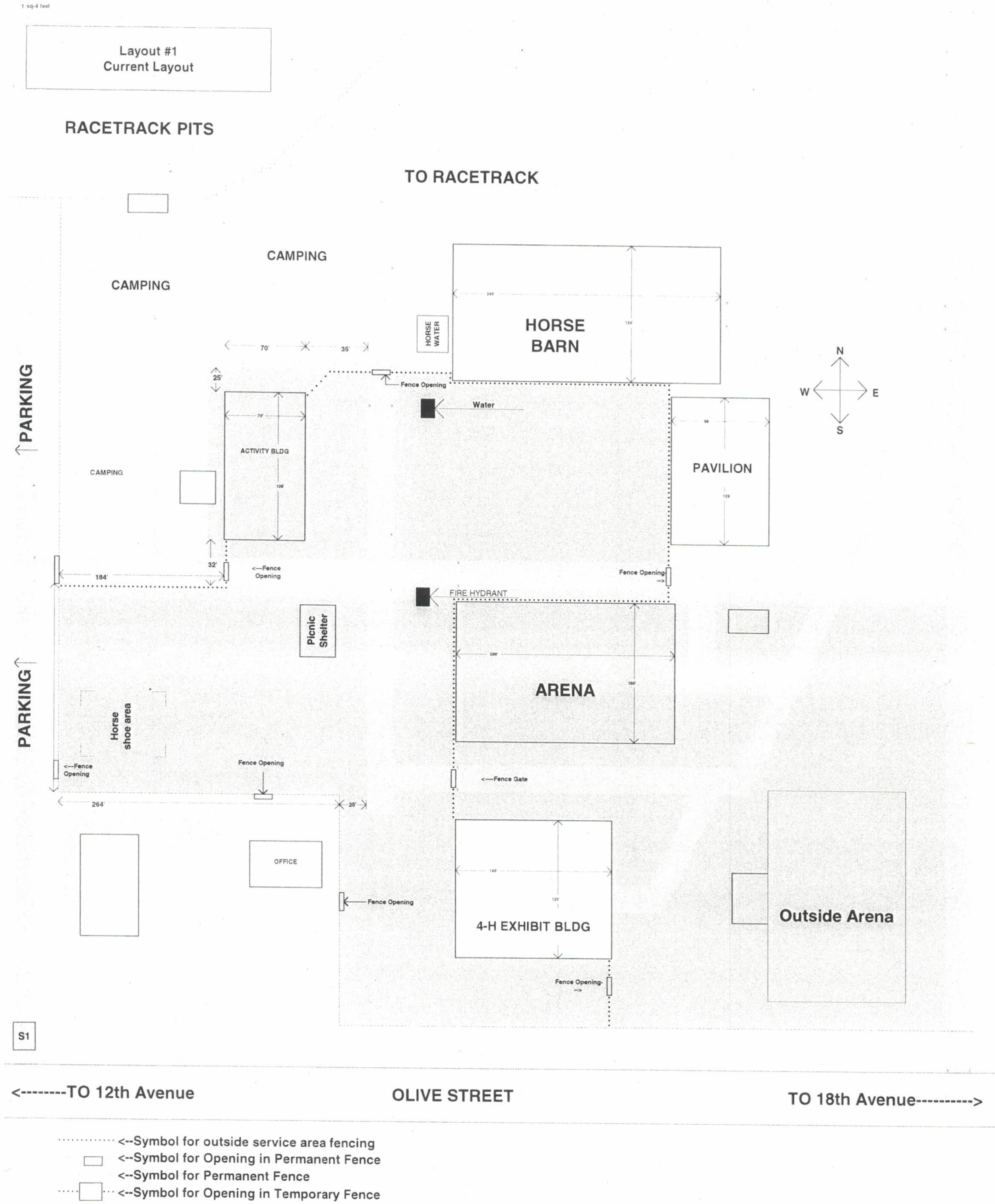
- Layout #1 – This is the current dram shop layout for the Central Iowa Fairgrounds
- Layout #2 – The fairgrounds layout will be moved to the Activity building only. The Activity building will not be used by Midnight Ballroom.
- Layout #3 – This is the layout to be used by Midnight Ballroom. Including the Covered Arena (No other buildings will be used)

The Midnight Ballroom will be required to take all measures to prevent service of alcohol to minors and intoxicated persons.

Sincerely,

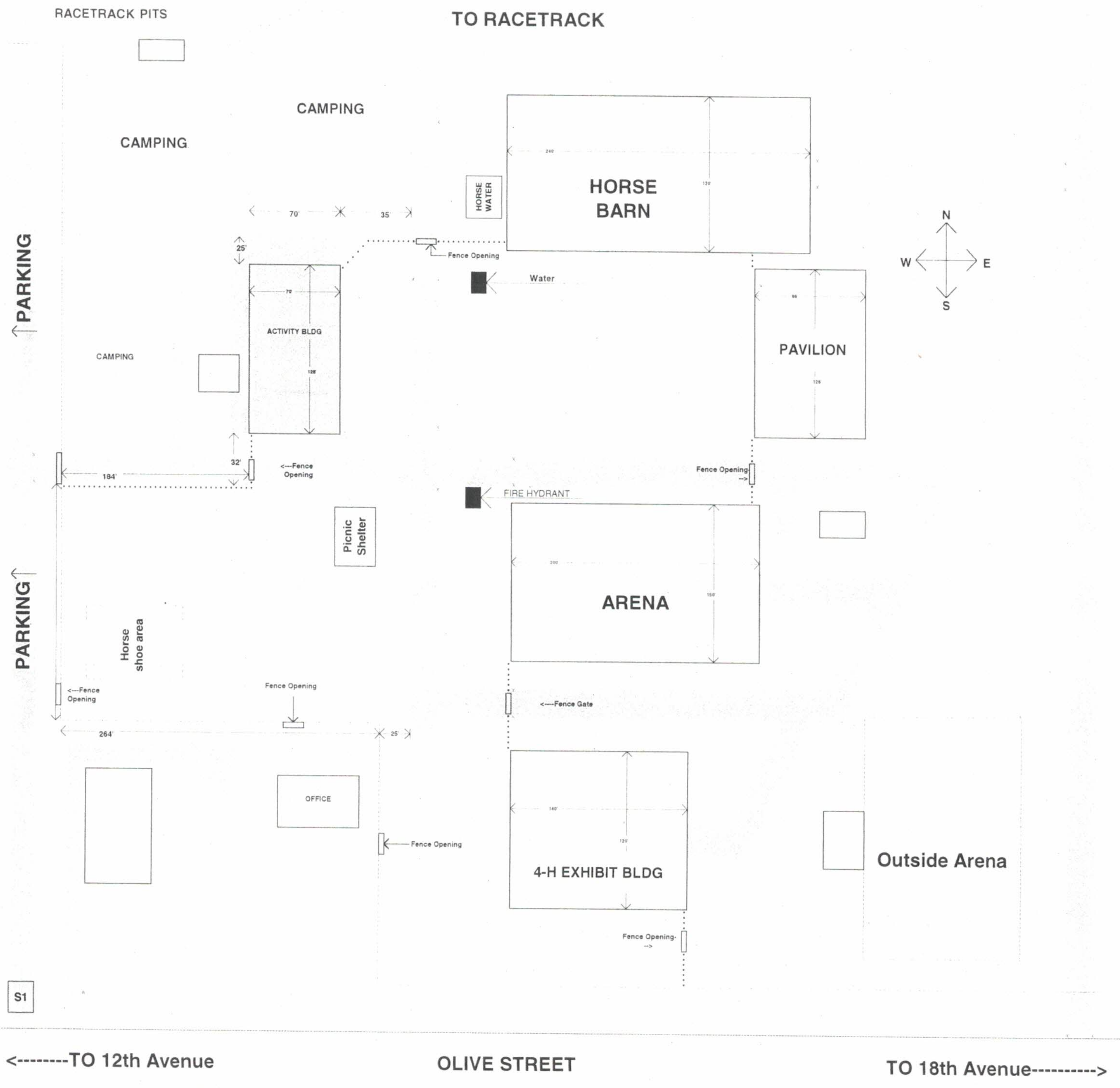
Shannon Espenscheid

Shannon Espenscheid, Office Manager



1 sq-4 feet
Layout #1
Current Layout
RACETRACK PITS
TO RACETRACK
CAMPING
CAMPING
CAMPING
HORSE WATER
HORSE BARN
70'
35'
25'
Fence Opening
Water
ACTIVITY BLDG
N
W
E
S
PAVILION
PARKING
PARKING
32'
184'
<--Fence Opening
Fence Opening -->
FIRE HYDRANT
Picnic Shelter
ARENA
Horse shoe area
<--Fence Opening
Fence Opening
<---Fence Gate
264'
25'
OFFICE
Fence Opening
4-H EXHIBIT BLDG
Outside Arena
Fence Opening -->
S1
<--------TO 12th Avenue
OLIVE STREET
TO 18th Avenue---------->
<--Symbol for outside service area fencing
<--Symbol for Opening in Permanent Fence
<--Symbol for Permanent Fence
<--Symbol for Opening in Temporary Fence

Layout #2
Central Iowa Fair Temporary Move for 2014 Mexican Rodeos



<--Symbol for outside service area fencing

<--Symbol for Opening in Permanent Fence

<--Symbol for Permanent Fence

<--Symbol for Opening in Temporary Fence

LEASE AGREEMENT
MEXICAN RODEO

THIS LEASE AGREEMENT, executed in duplicate, made and entered into this 26 day of Feb, 2018 by and between the Central Iowa Fair, 1308 E. Olive Street, Marshalltown, IA 50158, an Iowa Non-Profit Corporation, as Landlord, and Midnight Ballroom, LLC, 1700 S. Center Street, Suite A-1, Marshalltown, IA 50158, as Tenant, WITNESSETH THAT:

1. The Landlord, in consideration of the rents herein reserved, and of the agreements and conditions herein contained, on the part of the Tenant, to be kept and performed, leases unto the Tenant, and Tenant hereby rents and leases from Landlord, covered arena and adequate parking facilities for the purpose of holding a Mexican rodeo and other events located on the grounds of the Central Iowa Fair at 1308 East Olive Street, Marshalltown, IA, with the improvements thereon and all rights, easements, and appurtenances thereto belonging upon the condition that the Tenant pays rent and otherwise performs as in this Lease Agreement provided. Tenant shall be responsible to provide portable toilet facilities at the event. No other buildings on the grounds may be entered or used without the prior consent of the Central Iowa Fair.

2. Tenant shall have the right to host 1 Mexican rodeo on the premises on March 31, 2018.

3. Tenant agrees to pay Landlord as rental for said term a fee of Two Thousand Five Hundred Dollars ($2,500.00) with one-half of the event fee paid thirty (30) days prior to the event and the other one-half within five days after the event. All sums shall be paid at the address of the Landlord or at such other place as may be designated by Landlord. Delinquent payments shall draw interest at 8% per annum.

4. Tenant shall be entitled to possession of the covered arena forty-eight hours prior to the event and shall yield possession of the facilities to Landlord within forty-eight hours upon the conclusion of event.

5. Tenant covenants and agrees during the term of this lease to use and occupy the Leased premises only for the purpose of conducting a Mexican rodeo and such other events as may be approved by the board and serving concession in conjunction with said programs.

6. Landlord covenants that it is in possession of said premises and has control of said premises under the Iowa Code and that the Tenant, on paying the rent herein reserved and performing all agreements by the Tenant as provided in this Lease, shall and may peacefully have, hold and enjoy the demised premised for the term of this Lease free from eviction or disturbance by the Landlord or any other person or legal entities whatsoever.

7. Tenant takes said premises in its present condition. The Tenant, after taking possession of said premises, and until termination of this Lease and the actual removal from the premises at its own expense, must care for and maintain said premises in a reasonably safe and serviceable condition except for structural parts of the buildings. Tenant shall not permit or allow said premises to be damaged or depreciated in value by any act or negligence of the Tenant, its agents, employees or spectators. The Tenant shall make no unlawful use of said premises and agrees to comply with all valid regulations of city ordinances, the laws of the State of Iowa, and the federal government, but this provision shall not be construed as creating any duty by the Tenant to members of the general public.

8. The Tenant will not allow trash, of any kind during Tenant's use of the premises, to accumulate on the premises and will remove the same from the premises at its own expense. Tenant shall have the premises cleaned up within forty-eight hours after the conclusion of each event.

9. Tenant shall be responsible for all repairs and damage caused, during Tenant's use of the premises, by the rodeo animals, or participants, employees, agents or spectators during the term of this lease.

10. No improvements shall be made to the premises by Tenant without the prior written approval of the Landlord. All improvements placed on the property shall become the property of the Landlord at the conclusion of the lease.

11. Tenant shall pay all expenses in connection with the operation of said events including but not limited to personnel, purse, and advertising expenses, as well as all expenses connected with the operation of any concession stand.

12. Tenant shall provide all necessary equipment to prepare the rodeo surface and operate concession stand. Landlord will provide no equipment or labor for the preparation of facilities or conducting the event.

13. Landlord will cooperate with Tenant in obtaining and maintaining a valid liquor license in Tenant's name.

14. Tenant agrees that no one shall be permitted to enter the rodeo without signing a waiver or insurance "sign-up" sheet. Nothing in this provision shall in any way alter, modify or restrict Tenant's obligation to hold harmless the Central Iowa Fair, its members or employees, and the County of Marshall for any and all liability for injuries received by participants in the events, or by employees and agents of Tenant.

15. Tenant shall not assign this Lease or sublet the premises or any part thereof, without the Landlord's written permission.

16. Should the whole or any part of the premises be condemned or taken for any public or quasi-public purpose, each party shall be entitled to retain, as its own property, any award payable to it. Or in the event that a single entire award is made on account of the condemnation, each party will then be entitled to take such proportion of said award as may be fair and reasonable.

17. Each of the following shall constitute an event of default by Tenant:

a. Failure to pay rent when due.

b. Failure to observe or perform any duties, obligations, agreements or conditions imposed on Tenant pursuant to terms of the lease.

c. Institution of voluntary bankruptcy proceedings in which the Court orders relief against the Tenant as a debtor; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

Landlord shall give Tenant a written notice specifying the default and giving the Tenant thirty (30) days in which to correct the default, except for non payment of a monetary obligation of Tenant, including rent, for which a ten (10) day written notice shall be given. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in thirty (30) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by the Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365 day period.

In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following:

a. **Termination**. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting.

b. **Forfeiture.** If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give the Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

18. Except as to any negligence of the Landlord, arising out of roof and structural parts of the buildings or improvements, Tenant will protect, defend, indemnify and hold harmless the Landlord, its assigns, directors, employees and Marshall County from and against any and all loss, costs, damage and expenses occasioned by or arising out of, any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done, in, upon or about the leased premises, during Tenant's use of the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by the Tenant or any person claiming through or under the Tenant.

19. The Tenant agrees that it will, at its own expense, procure and maintain casualty and liability insurance with a responsible company or companies authorized to do business in the State of Iowa, in amounts not less than One Million ($1,000,000) for any one person injured, and One Million ($1,000,000) for any one accident and with the limits of One Hundred Thousand Dollars ($100,000.00) for property damage, protecting the Landlord against such claims, damages, costs or expenses on account of injury to any person or persons or to any property belonging to any person or persons, by reason of such casualty, acts or other happening on or about the demised premises during the Tenant's use thereof. Tenant also agrees to carry participant accident insurance consistent with other events in the state of Iowa. Certificates or copies of said policies naming the Landlord and Marshall County, and providing for fifteen days notice to the Landlord before cancellation shall be delivered to the Landlord within twenty days prior to the beginning of each event. All injuries or claims are to be reported to Landlord within a seventy-two (72) hour period. The insurance amount of one million ($1,000,000.00) may be adjusted up or down during the term of this agreement, with the approval of both parties or as may be recommended by the Iowa Insurance Services Officer.

20. In the event of a partial destruction or damage of the leased premises, which is a business interference, that is, which prevents the conducting of a normal business operation and for which damages are reasonably repairable within sixty days after its occurrence, this Lease shall not terminate, but the rent for the leased premises shall abate during the time of such business interference. In the event of partial destruction, the Landlord shall repair such damage within sixty days of its occurrence, unless prevented from doing so by acts of God, the elements, government regulations, city ordinances, labor, material or transportation shortages, or other causes beyond Landlord's reasonable control.

21. Neither the Tenant nor anyone claiming by, through or under the Tenant shall have the right to file or place any Mechanic's Lien, or other lien, of any kind or character whatsoever upon said premises, upon any building or improvement thereon, or upon the leasehold interest of the Tenant herein, and notice is hereby given, that no contractor, sub-contractor or anyone else who may furnish any material, service or labor for any building, improvement, alteration, repair or any part thereof shall at any time be or become entitled to a lien thereon and that for the further security of the Landlord, the Tenant covenants and agrees to give actual notice of this provision in advance to any and all contractors and sub-contractors who may furnish or agree to furnish any such material, services or labor.

22. None of the covenants, provisions, terms or conditions of this Lease to be kept or performed by the Landlord or Tenant shall be in any manner modified, waived or abandoned, except by a written instrument duly signed by the parties and delivered to the Landlord and Tenant. Any written modification must be approved by the Central Iowa Fair Board. This Lease contains the whole agreement of the parties.

23. Tenant shall be responsible to provide, at Tenant's cost, security at each event.

24. To the best of Landlord's knowledge to date:

a. Neither Landlord nor Landlord's former or present tenants are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.

b. Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state and local codes, rules and regulations.

c. No leak, spill release, discharge, emission or disposal of toxic or hazardous substances has occurred on the premises.

d. The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances.

e. Landlord shall assume liability and shall indemnify and hold Tenant harmless against all liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which condition is not a result of actions of the Tenant or which condition arises after date of execution but which is not a result of actions of the Tenant.

Tenant expressly represents and agrees:

a. During the lease term, Tenant's use of the property will not include the use of any hazardous substance without Tenant first obtaining the written consent of Landlord. Tenant understands and agrees that Landlord's consent is at Landlord's sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Landlord deems appropriate.

b. During the lease term, Tenant shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the property by Tenant, and Tenant shall give immediate notice to Landlord of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.

c. Tenant, at its sole cost and expense, agrees to remediate, correct or remove from the premises any contamination of the property caused by any hazardous substances which have been used or permitted by Tenant on the premises during any term of this lease. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Tenant reserves all rights allowed by law to seek indemnity or contribution from any person, other than Landlord, who is or may be liable for any such cost and expense.

d. Tenant agrees to indemnify and hold Landlord harmless from and against all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees, engineering and consulting fees, arising out of or in any manner connected with hazardous substances, which are caused or created by Tenant on or after the date of this lease and during any term of this lease, including, but not limited to, injury or death to persons or damage to property, and including any diminution of the value of any leased premises which may result from the foregoing. This indemnity shall survive the cessation, termination, abandonment or expiration of this lease.

25. The provisions of this lease are severable. If any paragraph, section, sentence or class of this agreement, except the provisions requiring Tenant to pay rent, for any reason, is held to be unenforceable, the remaining portions of this lease shall remain in effect. In the event that any provision relating to the payment of rent by the Tenant is unenforceable, then this entire agreement shall be null and void.

26. The various rights, powers, options, elections and remedies of either party, provided in this lease shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

27. Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated on page one of this lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this lease when sent, addressed as above designated, postage prepaid, by certified mail deposited in a United States mail box.

28. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

IN WITNESS WHEREOF, the parties have duly executed this Lease Agreement in duplicate this day and year first above written.

CENTRAL IOWA FAIR

BY: Tyler J. Wollam
Tyler Wollam, President

BY: Colene Ferrin
Colene Ferrin, Secretary

MIDNIGHT BALLROOM, LLC

BY: Luisa Ortega
Luisa Ortega, Manager

Applicant **License Application (BB0027777)**

Name of Applicant: Central Iowa Fair

Name of Business (DBA): Central Iowa Fair

Address of Premises: 1308 E Olive (Activity Bldg)

City Marshalltown **County:** Marshall **Zip:** 5015800

Business (641) 753-3671

Mailing 1308 E Olive Street

City Marshalltown **State** IA **Zip:** 501588849

Contact Person

Name Perry Moore

Phone: (641) 751-1951 **Email** cifa@heartofiowa.net

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

Term: 12 months

Effective Date: 03/30/2018

Expiration Date: 04/02/2018

Privileges:

Class B Beer (BB) (Includes Wine Coolers)

Status of Business

BusinessType: Publicly Traded Corporation

Corporate ID Number: XXXXXXXXX **Federal Employer ID** XXXXXXXXX

Ownership

Perry Moore

First Name: Perry **Last Name:** Moore

City: Marshalltown **State:** Iowa **Zip:** 50158

Position: President

% of Ownership: 0.00% **U.S. Citizen: No**

Jeff Wollam

First Name: Jeff **Last Name:** Wollam

City: Marshalltown **State:** Iowa **Zip:** 50158

Position: Vice President

% of Ownership: 0.00% **U.S. Citizen: No**

Insurance Company Information

Insurance Company: Iowa Communities Assurance Pool

Policy Effective Date: 07/14/2017 **Policy Expiration** 07/13/2018

Bond Effective	**Dram Cancel Date:**
Outdoor Service Effective	**Outdoor Service Expiration**
Temp Transfer Effective	**Temp Transfer Expiration Date:**

Applicant **License Application (LE0002997)**

Name of Applicant: BW Gas & Convenience Retail,

Name of Business (DBA): Yesway # 1148

Address of Premises: 1701 Iowa Avenue E

City Marshalltown **County:** Marshall **Zip:** 50158

Business (641) 752-3500

Mailing BW Gas & Convenience Retail, LLC attn:

City Beverly **State** MA **Zip:** 01915

Contact Person

Name Anastasia Moroz

Phone: (978) 720-7529 **Email** amoroz@yesway.com

Classification Class E Liquor License (LE)

Term: 12 months

Effective Date: 01/30/2018

Expiration Date: 01/29/2019

Privileges:

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

Status of Business

BusinessType: Limited Liability Company

Corporate ID Number: XXXXXXXXX **Federal Employer ID** XXXXXXXXX

Ownership

BW Gas & Convenience Holding LLC

First Name: BW Gas & Convenience Holding **Last Name:** LLC

City: Beverly **State:** Massachusetts **Zip:** 01915

Position: Owner

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

Thomas Nicholas Trkla

First Name: Thomas Nicholas **Last Name:** Trkla

City: Manchester **State:** Massachusetts **Zip:** 01944

Position: Owner

% of Ownership: 0.00% **U.S. Citizen:** Yes

Insurance Company Information

APPLICANT

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

X ____________________ 01·02·2018

Applicant's Signature | Date

NOTARY

State of Massachusetts

County of Essex

Signed and sworn to before me on January 2nd, 2018
Date

By Thomas Nicholas [illegible]
Print Name of Applicant

____________________ 01/02/2018

Signature of Notary | Date

ANASTASIA I. MOROZ
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
September 14, 2018

BOLTON & MENK
Real People. Real Solutions.

1519 Baltimore Drive
Ames, IA 50010-0668

Ph: (515) 233-6100
Fax: (515) 233-4430
Bolton-Menk.com

March 6, 2018

Mr. Justin Nickel
24 N. Center Street
Marshalltown, IA 50158

RE: High Street Drainage Improvements

Dear Justin,

Based on the results of the High Street drainage study, part of the recommended improvement for the area includes replacing the existing detention basin outlet through the levee and removing / replacing the existing storm sewer from W. High Street, south to W. Ingledue Street. These recommended improvements are outside the original scope of work proposed for the project by Bolton & Menk. We have prepared a scope and contract amendment to adjust the original contact to include the additional work associated with the levee and storm sewer improvements. That scope and amendment information can be seen below.

ADDITIONAL SCOPE OF SERVICES

TASK 2: Data Collection

Task 2 will be revised to include the following items.

- Additional topographic survey on the stream side of the levee to obtain the data required to complete the design.
- Additional topographic survey along west edge of 306 W. High Street, through the western portion of 301 W. South Street, and through the vacant lot owned by the City to the W. South Street / S. 4th Street intersection.
- Additional topographic survey beginning at the W. South Street / S. 4th Street intersection, and continuing south along S. 4th Street to, and including, the S. 4th Street / W. Ingledue Street intersection.

TASK 5: Public Improvement Plans

Subtask 5.2 and 5.3: Levee improvements and Construction Documents will be added to task 5.

Subtask 5.2: Levee Improvements

Bolton & Menk will complete plans and specifications for the new storm sewer pipe and structures that are proposed to be placed in the Levee. The Major design components will include:

- Levee Pipe design including material, joint type and backfill requirements
- Closure devise designs including
  - Flap gates on stream side
  - Gatewell
    - Structural design
    - Geotechnical Design

- Headwall Design including structural design and detailing.
- Plans and specifications for levee improvements
- Implementation of design based on USACE review.
- Geotechnical Testing
    - Boring and soil testing to meet Army Corps of Engineers requirements

Subtask 5.3: Construction Documents

Bolton & Menk will complete the preliminary and final construction plans for the storm sewer improvements, related construction items, for storm sewer from W. High Street to W. Ingledue Street. Major design components include:

- Horizontal alignment and plan view layout of all surface improvements: street centerline, curb lines, driveways, sidewalks, pedestrian ramps, and surface restoration.
- Proposed storm sewer improvements; Pipe sizes, horizontal layouts, vertical profiles, special details, connection details, and other applicable information.
- Stormwater Pollution Prevention Plan.
- Communication with all franchise utilities to discuss replacement and/or relocation as required (including gas, telephone, cable TV, etc.)
- Preparation of traffic control and staging plan with an emphases on neighborhood access during construction.
- Miscellaneous plan sheets including tabulations, typical sections, details, specific construction notes, and other required information.
- Bid items and estimate reference notes.

Final design and plans will conform to the requirements of the City of Marshalltown and SUDAS Specifications. Plans will be reviewed with City staff throughout their development, including prior to each deadline (preliminary and final).

TASK 8: Section 408 Approval Process

Task 8 will be added to the project. This task will include all necessary items to obtain the Section 408 approval. This will include the following tasks.

- Pre-Coordination meeting with the USACE
- Written request to USACE
- Project documentation
- Environmental compliance and facilitating NEPA clearance through the USACE. No environmental studies are included in this task.
- Operations, Maintenance, and Flood Fighting documentation to include the following:
    - Flood contingency plan during construction
    - Project/site access
    - Inspection requirements
    - Maintenance practices
    - Flood fighting requirements and practices
    - Project record documents
    - Project closeout and final reporting with the USACE
- This task does not include any on-site construction inspection.

TASK 9: Geotechnical Services

Task 9 will be added to the project. This task will include all necessary geotechnical testing including the following items

- 2 – 20' Bores on the Levee
- Geotechnical testing to meet USACE requirements
- Structural fill recommendations

Additional Services

Consulting services performed other than those described above shall be considered not part of the Basic Services or Amendment #1, and may be authorized by the CLIENT as Additional Services. Additional Services consist of those services that are not generally considered to the Basic Services; or exceed the requirements of the Basic Services or Amendments; or are not definable prior to the development or bidding of the project; or vary depending on the technique, procedures or schedule of the project contractor.

Additional services, as they pertain to the Amendment #1 of the High Street Drainage Improvements, may include:

1. Construction Easements: Preparing the required construction easement documents for the installation of storm sewer. Estimated Fee = $500 per lot.
2. Permanent Storm Sewer Easement: Preparing the required easement documents for the CLIENT to secure permanent storm sewer easement over subject properties, as needed. Estimate Fee = $750 per lot.
3. All other services not specifically identified in the previously approved Basic Service Agreement, or specifically identified in Amendment #1 above.

COMPENSATION

	TASK	ORIGINAL CONTRACT AMOUNT	AMENDMENT #1 AMOUNT	REVISED CONTRACT AMOUNT
1	Project Initiation	$ 4,100.00	$ -	$ 4,100.00
2	Data Collection	$ 6,700.00	$ 4,900.00	$ 11,600.00
3	Wetland Investigation	$ 3,100.00	$ -	$ 3,100.00
4	Storm Water Study	$ 29,000.00	$ -	$ 29,000.00
5	Public Improvement Plans	$ 18,300.00		
	5.2 Levee Improvements		$ 26,500.00	$ 116,800.00
	5.3 Construction Documents		$ 72,000.00	
6	Bidding Services	$ 5,000.00	$ -	$ 5,000.00
7	Construction Services	$ 1,100.00	$ -	$ 1,100.00
8	Section 408 Approval Process	$ -	$ 14,900.00	$ 14,900.00
9	Geotechnical Services	$ -	$ 4,950.00	$ 4,950.00
	Total	**$ 67,300.00**	**$ 123,250.00**	**$ 190,550.00**

This scope of work for amendment #1 will be completed and invoiced monthly at Standard Hourly Rates with an hourly not to exceed estimated fee of $123,250.00 unless prior approval is received.

This proposal is subject to the original Agreement for Professional Services dated 6/12/2017.

We appreciate this opportunity and look forward to showcasing our capabilities. Please feel free to contact me with questions.

Sincerely,

BOLTON & MENK, INC.

Gregory Broussard

Greg Broussard, P.E.
Project Manager

Matthew W. Ferrier

Matthew W. Ferrier, P.E.
Principal

Accepted,

City of Marshalltown

____

Joel T.S. Greer, 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

March 6, 2018

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

From: Justin Nickel
Director of Public Works

Re: Amendment to Professional Services Agreement– Bolton & Menk, Inc. for design services in the amount of $123,250. The services are necessary to complete data collection and design for the High Street drainage improvement project

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

Recommendation: Staff recommends approving the amendment to Agreement with Bolton & Menk for engineering design services.

Background: Bolton & Menk has prepared a not to exceed amount of $123,250 to collect data and prepare plans for drainage imprvements from High Street to Ingledue Street, in the vicinity of the Police and Fire building. Please see all the details of services provided in the attached agreement.

Budget Impact: There are sufficient bonded storm sewer funds to accept this agreement.

Attachment: Agreement Amendment

cc: Jessica Kinser, City Administrator

RESOLUTION APPROVING AMENDED ENGINEERING SERVICES AGREEMENT #1 FOR THE HIGH STREET DRAINAGE IMPROVEMENTS PROJECT #BLD17001 FOR BOLTON & MENK
AN INCREASE OF $123,250.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Bolton & Menk for the engineering services for the High Street Drainage Improvements Project #BLD17001

WHEREAS an increase is requested for additional items to complete the project.

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

Section1. That the new contract for the High Street Drainage Improvements Project, in the increased amount of $190,550.00 is hereby accepted and approved.

Passed this 12th day of March 2018, and signed this _____ day of_______________, 2018.

CITY OF MARSHALLTOWN, IOWA

____
Joel Greer, Mayor

ATTEST:

____
Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING AMENDED ENGINEERING SERVICES AGREEMENT #1 FOR THE MARSHALLTOWN MANHOLE AND PIPE REPAIR PROJECT # 59016002 FOR FOX ENGINEERING ASSOCIATES, INC
AN INCREASE OF $399,100.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Fox Engineering Associates, Inc. dated September 26, 2016 for the engineering services for the Marshalltown Manhole and Pipe Repair Project #59016002

WHEREAS an increase is requested for additional items to complete the project.

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

Section1. That the new contract for the Marshalltown Manhole and Pipe Repair Project, in the increased amount of $457,100.00 is hereby accepted and approved.

Passed this 12th day of March 2018, and signed this _____ day of_______________, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Joel T.S. Greer, 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

March 6, 2018

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

From: Justin Nickel
Director of Public Works

Re: Amendment to Professional Services Agreement– Fox Engineering Associates, Inc. for design and construction administration services in the amount of $399,100. The services are necessary to complete easement acquisition and construction administration for the Manhole and Point Repair project (59016002).

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

Recommendation: Staff recommends approving the amendment to Agreement with Fox for easement acquisition and construction administration services.

Background: Fox has prepared a not to exceed amount of $399,100 to prepare and acquire eight sanitary sewer easements. The fee also includes construction observation assuming 36 hours of observation time each week for one year. Please see all the details of services provided in the attached agreement.

Budget Impact: There are sufficient sanitary sewer funds to accept this agreement.

Attachment: Agreement Amendment

cc: Jessica Kinser, City Administrator

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

February 28, 2018

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 Pipe 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 approximately eight locations of sanitary sewer repairs, additional services will be required to acquire property boundaries and easements to allow the construction to occur. The following modification or additional scope of services will be included in the attached Amendment to the Agreement for Engineering Services for this project:

- Easement Acquisition
- Boundary Survey
- Consultation Services
- Construction Administration
- Construction Observation
- Record Drawings
- Construction Staking

It is anticipated that the project will require land acquisition services for the city's existing sanitary sewer infrastructure at seven locations.

Scope of Services

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

Task 200 – Consultation Services

FOX Engineering will complete the necessary revisions and updates to the Iowa Department of Natural Resources (IDNR) consent order project list and schedule. FOX will then submit the revisions to the IDNR.

Task 470 – Easement Acquisition

FOX Engineering will complete the necessary easement acquisition services including obtaining available information in regard to existing easements, meeting with property owners, developing the easement documents, and closing on the properties after the documents have been executed. It is anticipated that easements will be required from approximately twelve (12) properties. This does not include the cost of the easements, condemnation services, or attorney fees.

Task 530 - Property Survey

FOX Engineering will complete the necessary property surveys as required to develop the easement acquisition documents for the project. It is anticipated that property surveys will be required from approximately twelve (12) properties.

Task Series 600 - Construction Administration

Complete sanitary sewer project administration as follows (anticipate approximately 52 weeks for construction):

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

Task Series 700 - Construction Observation

FOX Engineering will complete construction observation services including the following:

- Full time observation during construction activities (anticipate an average of approximately 36 hrs/week for 52 weeks of construction)
- Coordination with Contractor
- SWPPP Reporting
- Attendance at Progress Meetings
- Development of Punch list Items for out of specification work.

Task Series 684 - Record Drawings

This work includes completing as-built drawings of the recorded construction progress from available contractor and observer documentation.

Task Series 800 - Construction Staking

Complete construction survey for staking elevations of proposed sanitary sewer lines, manholes, and connections as necessary for construction.

Fees and Schedule

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

- Consultation Services - $5,000.00 - Hourly Estimated
- Easement Acquisition - $57,000 - Fixed Fee
- Property Survey - $11,500 - Fixed Fee
- Construction Administration - $99,200 – Fixed Fee
- Construction Observation - $198,900 - Hourly Estimated
- Record Drawings - $9,800 – Fixed Fee
- Construction Staking - $17,700.00 - Hourly Estimated

The total additional fees for engineering design and construction phase services is $399,100.

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:

- Easement Acquisition – July 20, 2018
- Property Survey – April 6, 2018

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

- Began Construction - July 2018
- Substantial Completion - June 2019
- Final Completion - August 2019
- Record Drawings - December 2019

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 or a geotechnical exploration. As requested and deemed necessary, FOX Engineering will provide assistance to the City of Marshalltown for completion of these services or the contract can be amended to include them.

This Amendment, the referenced Engineering Agreement for Manhole and Pipe Repair Project, 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	President
Steven Soupir, P.E., CFM	Keith Hobson, P.E.

Attachments: Exhibit K - Amendment No. 3

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. 3 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"

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 12, 2018.

OWNER:	ENGINEER:
City of Marshalltown, Iowa	FOX Engineering Associates, Inc.
By:	By: Kurt Hoh
Title:	Title: President
Date Signed:	Date Signed: 2-23-18

This is **Attachment 1**, consisting of 2 pages, to Amendment No.3, dated February 26, 2018.

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. Consultation Services

        i. Includes updating project information and schedules for revisions to the Iowa Department of Natural Resources consent order.

    b. Easement Acquisition

        i. Complete the necessary easement acquisition services including obtaining available information in regard to existing easements, meeting with property owners, developing the easement documents, and closing on the properties after the documents have been executed. It is anticipated that easements will be required from approximately twelve (12) properties. This does not include the cost of the easements, condemnation services, or attorney fees.

    c. Property Surveys

        i. Complete the necessary property surveys as required to develop the easement acquisition documents for the project. It is anticipated that property surveys will be required from approximately twelve (12) properties.

    d. Construction Administration for a construction period of 52 weeks.

        i. Pre-Construction Meeting
        ii. Shop Drawing Review
        iii. Correspondence
        iv. Coordinate Field Orders, Work Change Directives, and Change Orders
        v. Site Visits to Review Construction Progress
        vi. Progress Meetings with the Contractor and City Staff
        vii. Project Management during Construction Phase

    e. Construction Observation

        i. Full time observation during construction activities (anticipate an average of approximately 36 hrs/week for 52 weeks of construction)
        ii. Coordination with Contractor
        iii. SWPPP Reporting
        iv. Attendance at Progress Meetings
        v. Development of Punch list Items for out of specification work.

    f. Record Drawings

        i. This work includes completing as-built drawings of the recorded construction progress from available contractor and observer documentation.

g. Construction Staking

   i. Complete construction survey for staking elevations of proposed sanitary sewer lines, manholes, and connections as necessary for construction.

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

   a. Consultation Services - $5,000 – Hourly Estimated
   b. Easement Acquisition - $57,000 – Fixed Fee
   c. Property Survey - $11,500 – Fixed Fee
   d. Construction Administration - $99,200 – Fixed Fee
   e. Construction Observation - $198,900 - Hourly Estimated
   f. Record Drawings - $9,800 – Fixed Fee
   g. Construction Staking - $17,700 - Hourly Estimated

   The total additional fees for engineering design and construction phase services is $399,100.

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:
      i. Easement Acquisition - July 20, 2018
      ii. Property Survey –April 6, 2018
      iii. Construction phase services – August of 2019 (Tentative)

the City of Marshalltown
CITY CLERK'S OFFICE

Joel Greer, Mayor
Jessica Kinser, Administrator
Shari L. Coughenour, City Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5734
Fax - (641) 754-5793

March 1, 2018

To: Mayor Joel Greer
Members of the City Council

From: Anne Selness
Parks and Recreation Director

Re: Skate Park Equipment Purchase

Policy Issue: Authority to Purchase Skate Park Equipment

Recommendation: Staff recommends moving forward with purchasing skate park equipment to complete the next phase of the skate park project started in 2012. In speaking with the former parks and recreation director and looking at her records from 2011 she had budgeted Phase Two for $67,891 to be funded through City CIP, grants and a small fundraiser. This is the funding strategy we are currently following for the 2018 planned upgrade.

Background: As part of the 2018-2028 Parks and Recreation Master Planning process in 2017 our youth and teens were identified as one of the most under-represented groups as relating to park and recreation opportunities in Marshalltown. The Marshalltown Skate Park was designated a “priority park” for much needed improvements in this Master Plan. Two of the goals identified for Marshalltown include 1) Increasing the amount of recreational opportunities for underserved community members and 2) Identifying and prioritizing activities geared towards teens and other underrepresented groups. Youth respondents chose a pump track and graffiti wall as new opportunities they would like to have through our youth survey process. Equipment will be installed this summer.

Budget Impact: The City of Marshalltown was recently selected as the recipient of the Community Foundations' Major Impact $20,000 grant for 2018. The 2019 CIP budget includes $55,000 for new skate park elements, a pump track and a graffiti wall. Projected budget is $76,500 for this equipment. The Marshalltown Skate Park Committee will be holding a fundraiser to raise the remaining $1500. The Bricklayers Association will be building the graffiti wall for us as a student project.

Attachment: Yes

cc: Jessica Kinser, City Administrator

2018-_____

RESOLUTION APPROVING PURCHASE CONTRACT BY AND BETWEEN THE CITY OF MARSHALLTOWN, IOWA, PARKS AND RECREATION DEPARTMENT AND AMERICAN RAMP COMPANY OF JOPLIN, MO FOR THE PURCHASE OF SKATE PARK EQUIPMENT IN THE AMOUNT OF $70,074.49.

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

WHEREAS the Parks and Recreation Department has $55,000 in the 2019 CIP for an upgrade to finish the planned phases for the skate park dating back to 2012; and

WHEREAS the City staff have been selected to receive a Major Impact Grant in the amount of $20,000 from the Community Foundation to assist with the funding for new elements and a pump track for the skate park; and

.WHEREAS the recent Parks and Recreation Master Plan noted a lack of available opportunities for the youth in our City and listed the skate park as a priority park for the City to improve accommodating *a diverse audience of visitors using* scooters, BMX, inline skating *and* skateboarders; and

WHERAS youth surveyed through the Parks and Recreation Master Plan process responded that they would like a pump track and additional skate park amenities as well as a graffiti wall; and

WHERAS the Bricklayers Association will be building the graffiti wall for us as a student project helping to reduce our costs; and

WHEREAS this new venue will continue to draw people to the South 6th street Recreation Complex Area including Mega-10 Park, the Children's Discovery Garden and the Marshalltown Family Aquatic Center providing enhanced multifaceted recreational opportunities for families of all ages and abilities.

WHEREAS the City Council has found the request to purchase this equipment to be in the best interest of the City.

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

Section 1. That the purchase agreement by and between the CITY OF MARSHALLTOWN, IOWA and American Ramp Company for SKATEPARK EQUIPMENT, in the amount of $70,074.49 is hereby fully approved in all respects and particulars.

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

Section 3. This agreement shall be considered in full force and effect from and after its signature by all parties, as required.

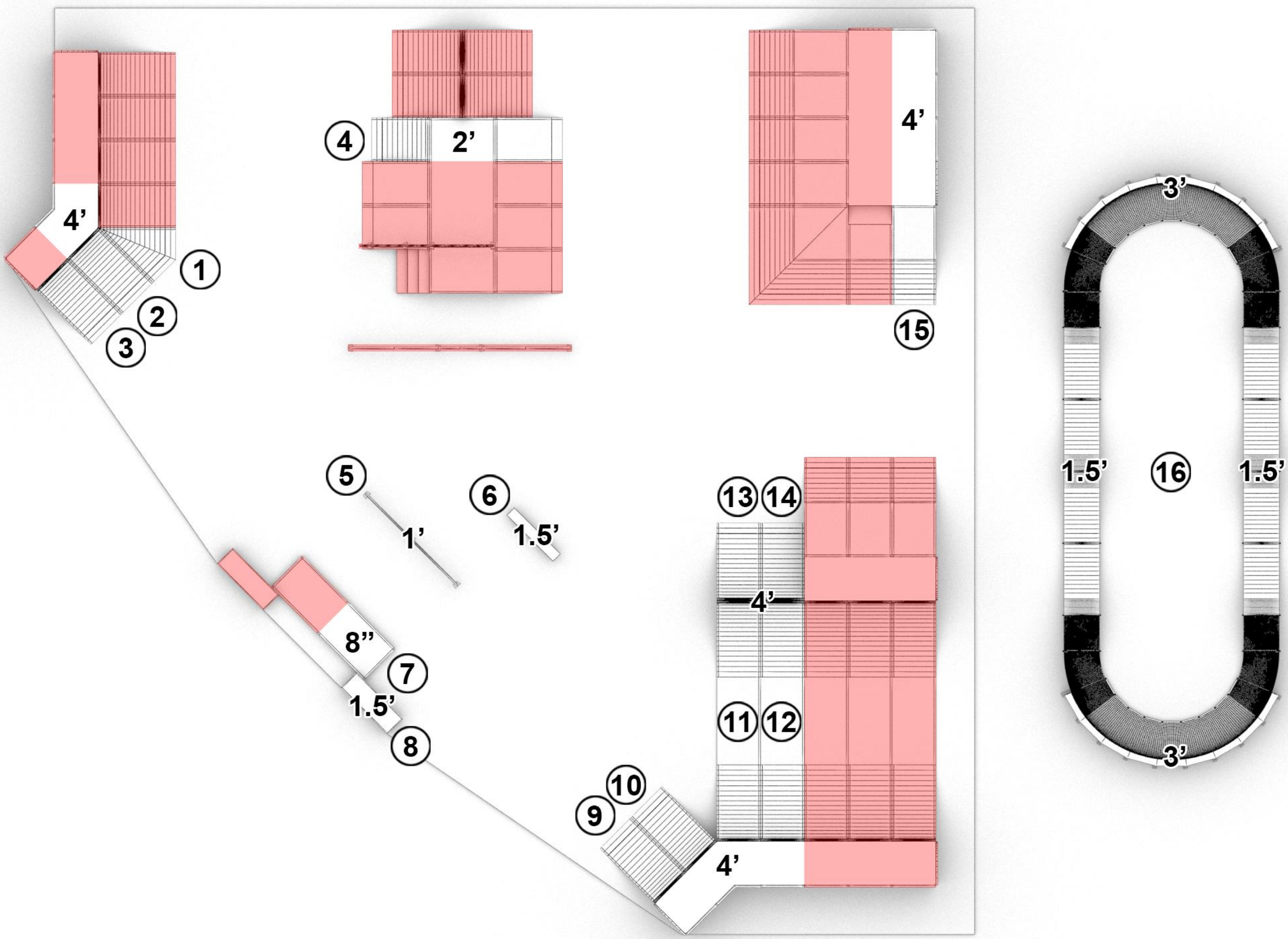
Passed this 12th day of March 2018 and signed this __ day of March, 2018.

CITY OF MARSHALLTOWN, IOWA

____
Joel Greer, Mayor
ATTEST:

____
Shari L. Coughenour, CMC, City Clerk


ARC
MARSHALLTOWN SKATEPARK #6598
MARSHALLTOWN, IA
20 YEAR WARRANTY
FASTENER FREE RIDING SURFACE
PRO
MAXGRIP™ POLYESTER POWDERCOAT 3/16" STEEL RIDING SURFACE
WWW.AMERICANRAMPCOMPANY.COM



*Note – Existing equipment is highlighted in red.

CLICK HERE TO VIEW DESIGN RENDERINGS

WWW.AMERICANRAMPCOMPANY.COM

601 McKinley
Joplin, MO 64801
Tel: (417) 206-6816
Toll Free: (800) 949-2024
Fax: (417) 206-6888
sales@americanrampcompany.com

DRAWN BY	Chuck Dodge
DATE	2/28/18
REP. AGENCY	
American Ramp Company	
REP. NAME	
Jeremy Jones	
REP. PHONE	
(417) 206-6816	
CUSTOMER APPROVAL	DATE
PARK ENCLOSED?	-
PRO SERIES	✓
X SERIES	-
STEALTH SERIES	-
STEALTH CLASSIC SERIES	-
PROJECT NAME	
Marshalltown Skate Park	
DESIGN NO.	6598

601 McKinley
Joplin, MO 64801
Toll-free 877-RAMP-778
Local 417-206-6816
Fax 417-206-6888
sales@americanrampcompany.com

Quote #	Design #	FOB
Q22120	6598	Marshalltown, IA

Item	Obstacle	Height	Width	Length	Pro Series
1	Pyramid Corner (Radius) 45 Degree	4.0'	4.9'	6.9'	
2	Quarter Pipe	4.0'	4.0'	11.0'	
3	Quarter Pipe	4.0'	4.0'	11.0'	
4	Jump Box	2.0'	4.0'	17.0'	
5	Grind Rail (Round)	1.0'	2"	12.0'	
6	Skate Bench	1.5'	1.0'	6.0'	
7	Grindbox	8"	4.0'	6.0'	
8	Skate Bench (Concrete)	1.5'	2.0'	6.0'	
9	Quarter Pipe	4.0'	4.0'	11.0'	
10	Quarter Pipe	4.0'	4.0'	11.0'	
11	Half Pipe	4.0'	4.0'	26.0'	
12	Half Pipe	4.0'	4.0'	26.0'	
13	Quarter Pipe	4.0'	4.0'	7.0'	
14	Quarter Pipe	4.0'	4.0'	7.0'	
15	Bank Ramp	4.0'	4.0'	25.0'	
16	Speed Ring (Lumberjack)	3.0'	21.0'	55.0'	

Subtotal	$73,604.19
Freight	FREE
Supervised Installation	$3,680.21
NJPA Discount	-$5,409.91
Preferred Customer Discount	-$1,800.00
TOTAL	**$70,074.49**

Notes:

- If your project is subject to prevailing wage, bonding requirements, or sales tax, call for revised quote.

NJPA

National Joint Powers Alliance®

"NJPA Awarded Contract"
030117-ARC

Purchase through our competitively bid government NJPA contract.

WE LOOK FORWARD TO BUILDING YOU A GREAT SKATE PARK!

RESOLUTION APPRVOING AN APPLICATION AS AN OPPORTUNITY ZONE

WHEREAS, the Tax Cut and Jobs Act of 2017 established a new economic development program call Opportunity Zones, which are designed to encourage long-term private investments in low-income communities; and

WHEREAS, the State of Iowa has requested cities submit their applications no later than March 19, 2018, to assist in the selection of 60 eligible Census tracts out of 239 total eligible tracts in the State of Iowa; and

WHEREAS, the City of Marshalltown has three eligible Census tracts, which are located on the north side of the City along the Highway 14 Corridor; and

WHEREAS, the City has undertaken a study of the Highway 14 to determine ways to revitalize the areas eligible for the program and will have a plan in place if designated an Opportunity Zone.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that staff is hereby directed to prepare an application to the Iowa Economic Development Authority to have the three eligible Census tracts located in Marshalltown be nominated as Opportunity Zones and the Mayor is hereby directed to sign said application.

Passed this 12th day of March, 2018, and signed this _______ day of March, 2018.

CITY OF MARSHALLTOWN, IOWA

____
Joel T.S. Greer, Mayor

ATTEST:

____
Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPRVOING AN AGREEMENT WITH BOLTON & MENK FOR THE DEVELOPMENT OF A WAYFINDING MASTER PLAN

WHEREAS, the City Council approved Resolution 2017-324 on November 27, 2017, which approved an application to the Martha Ellen Tye Foundation for a grant of $20,000 to fund a Wayfinding Master Plan with the City to provide a match of $20,000 from the Council-designated portion of Local Option Sales Tax and

WHEREAS, the grant funding for a Wayfinding Master Plan was approved by the Tye Foundation in December 2017; and

WHEREAS, City staff has identified Bolton & Menk as a firm uniquely qualified firm to complete a Wayfinding Master Plan due to the overlap and synergies with the contract and scope of work for the recently completed Parks and Recreation Master Plan and for the Highway 14 Corridor Study in progress; and

WHEREAS, Bolton and Menk has provided a proposed scope of work and Agreement totaling $37,460, which is less than the $40,000 budget;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that agreement for a Wayfinding Master Plan is hereby approved, and the Mayor is directed to execute the contract.

Passed this 12th day of March, 2018, and signed this _______ day of March, 2018.

CITY OF MARSHALLTOWN, IOWA

____
Joel T.S. Greer, Mayor

ATTEST:

____
Shari L. Coughenour, CMC, City Clerk

Joel Greer, Mayor
Jessica Kinser, Administrator
Shari L. Coughenour, Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5799
Fax - (641) 754-5717

MARSHALLTOWN
IOWA

City Administrator's Office

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: March 5, 2018
RE: Agreement for Wayfinding

Policy Issue: Council must authorize approve all contracts

Recommendation: To approve the resolution as proposed

Background: In October, Kyley Leger of Vision Marshalltown, Val Ruff of the CVB, and I hosted a meeting with interested stakeholders to talk about wayfinding and the needs and wants of a system. Invited/attending the meeting were the following organizations:

- Marshalltown Central Business District
- 13th Street/Iowa Veterans Home
- YMCA-YWCA
- Airport
- Marshalltown Community School District
- Marshall County Fairgrounds
- UnityPoint Health.

This meeting helped form a scope of work and solidified the steering committee should a study move forward. We also talked about what other cities had done and at what cost.

The City submitted a grant application to the Martha Ellen Tye Foundation in late November for funding of $20,000 to fund half of a Wayfinding Master Plan, with the remaining half to come from the City's Local Option Sales Tax Council-designated fund balance. In December we received notice that we were awarded the grant.

As I looked at how to proceed with hiring a consultant to complete the work, I was able to identify Bolton and Menk has having experience in this area, and specifically with Marshalltown. Bolton and Menk completed the Parks and Recreation Master Plan, which had an area discussing wayfinding and making recommendations for the parks system specifically. The City also hired Bolton and Menk in December to complete the Highway 14 Corridor Study, which also touches upon monumentation and wayfinding in the scope of work.

Budget Impact: $17,460 in LOST

Attachment: Resolution and Contract Amendment

BOLTON & MENK

Real People. Real Solutions.

309 E 5th Street
Suite 202
Des Moines, IA 50309-1981

Ph: (515) 259-9190
Fax: (515) 233-4430
Bolton-Menk.com

3.02.2018

Jessica Kinser – City Administrator
City of Marshalltown
24 N Center Street
Marshalltown, Iowa 50158

Dear Jessica:

Improving wayfinding signage throughout Marshalltown is a great goal and speaks to the message we have heard in our public outreach opportunities for both the Hwy 14 Corridor Study and the Strategic Parks Plan. Community members have expressed the need for improved signage and understand the value an updated family of signage might have on the community.

We believe the City of Marshalltown will find great value in our experience and ability to make responsible design recommendations that are consistent with the City's expectations and backed by community support. We have completed similar projects for similar communities and our experience with taking master planning concepts to built products, is something we pride ourselves on.

The outcome of this project will provide the City with schematic level construction details and cost estimates for a family of signage for four distinct scales of signage including:

- Large scale monumentation
- Site/landmark specific signage
- Directional signage
- Small scale panel/blade signage

We will introduce this project and its goals during our final open house for the Hwy 14 Corridor Study. Our intent is that we can build awareness for the wayfinding signage master plan while we have a captive audience. As signage, gateway elements and monumentation are all components of the Hwy 14 Corridor Study, this scope of services ties quite well to some of the recommendations that are likely to come from the Hwy 14 project.

In continued service to the City of Marshalltown, we are excited at the opportunity to complete the Wayfinding Signage Master Plan. Please contact me at 515-450-4833 or caseyby@bolton-menk.com if you have any questions regarding our proposal.

Respectfully submitted,

Bolton & Menk, Inc.

Casey Byers, PLA, ASLA

Landscape Architect

N:\Proposals\Marshalltown, Iowa\Signage and Wayfinding\2018-03-02 Wayfinding Cover Letter.docx

AGREEMENT FOR PROFESSIONAL SERVICES

WAYFINDING SIGNAGE MASTER PLAN

MARSHALLTOWN, IOWA

This Agreement, made this ____ day of _______, 2018, by and between City of Marshalltown, 24 North Center Street, Marshalltown, Iowa 50158, hereinafter referred to as CLIENT, and BOLTON & MENK, INC., 309 E 5th Street, Ste 202, Des Moines, IA 50309, hereinafter referred to as CONSULTANT.

WITNESS, whereas the CLIENT requires professional services in conjunction with design of the Wayfinding Signage Master Plan as detailed in Exhibit I and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit I.

B. Upon mutual agreement of the parties hereto, Additional Services may be authorized as described in Exhibit I or as described in Paragraph IV.B.

SECTION II - THE CLIENT'S RESPONSIBILITIES

A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.

B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include topographic surveys, preliminary plan layouts, soil surveys, drainage reports, aerial photos, utility agreements, and other data on existing utilities. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.

C. The CLIENT will make every attempt to guarantee access to, and make all provisions for, entry upon both public and private portions of the project and pertinent adjoining properties. However the CONSULTANT acknowledges, understands and accepts that access to certain private portions of the project and adjoining property may be dependent upon factors beyond the control of the CLIENT and will assist the CLIENT in obtaining such necessary access in as unobtrusive of a manner as is possible.

D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.

E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

F. The CLIENT shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for completion of the CONSULTANT services described in this agreement.

G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the project, unless specifically noted otherwise in Exhibit I.

H. The CLIENT will hire, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be used for the proper design and construction of the project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement.

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the schedule of fees listed in Exhibit I.

2. Total cost for the services itemized under Section I.A (Basic Fee) shall not exceed **$37,460.00**.

SECTION IV - GENERAL

A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No other warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope of the project from that described in Section I and/or the applicable addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. The CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such additional services. The CLIENT may request an estimate of additional cost from the CONSULTANT, and upon receipt of the request, the CONSULTANT shall furnish such, prior to authorization of the changed scope of work.

C. LIMITATION OF LIABILITY

CONSULTANT shall indemnify, defend, and hold harmless CLIENT and its officials, agents and employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CONSULTANT'S employees, agents, or subconsultants. In no event shall CLIENT be liable to CONSULTANT for consequential, incidental, indirect, special, or punitive damages.

CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CLIENT'S employees, agents, or CONSULTANTS. In no event shall CONSULTANT be liable to CLIENT for consequential, incidental, indirect, special, or punitive damages.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder. The CLIENT agrees to take reasonable steps to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of the paragraph.

D. INSURANCE

The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage.

The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, general liability insurance coverage insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of $1,000,000.

During the period of design and construction of the project, the CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this agreement, providing that such coverage is reasonably available at commercially affordable premiums. For purposes of this agreement, "reasonably available" and "commercially affordable" shall mean that more than half of the design professionals practicing in this state in CONSULTANT'S discipline are able to obtain coverage. The professional liability insurance policy shall provide coverage for each occurrence in the amount of $1,000,000 and annual aggregate of $1,000,000 on a claims-made basis.

Upon request of CLIENT, CONSULTANT shall provide CLIENT with certificates of insurance, showing evidence of required coverages.

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions, and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, schedules or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.

G. USE OF ELECTRONIC/DIGITAL DATA

Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable by this AGREEMENT or except as otherwise explicitly provided in this AGREEMENT, all electronic/digital data developed by the CONSULTANT as part of the PROJECT is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees). Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this AGREEMENT, unless such third party use and adaptation or distribution is explicitly authorized by this AGREEMENT.

H. REUSE OF DOCUMENTS

Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire an ownership interest in all identified deliverables, including Plans and Specifications, for any reasonable use relative to the Project and the general operations of the CLIENT. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project and any reuse other than that specifically intended by this AGREEMENT will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT.

I. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT

This Agreement will remain in effect for the longer of a period of two years or such other explicitly identified completion period, after which time the Agreement may be extended upon mutual agreement of both parties.

K. PAYMENTS

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, may be charged on any unpaid balance. In addition after giving seven days' written notice to CLIENT, CONSULTANT may, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

L. TERMINATION

This Agreement may be terminated by either party for any reason or for convenience by either party upon seven (7) days written notice.

In the event of termination, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement.

M. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

1. In connection with the execution of this agreement, the AGENCY shall not discriminate against any employee or applicant for employment because of race, age, disability, religion, color, sex, or national origin. The AGENCY shall take affirmative action to insure that applicants are employed without regard to their race, age, disability, religion, color, sex, or national origin. Such actions shall include, but not be limited to the following: employment, promotion, demotion, or transfer, recruitment, or recruitment advertising, layoff, or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), procurements of materials, and leases of equipment.

The AGENCY shall not participate either directly or indirectly in prohibited discrimination.

2. The AGENCY agrees to comply with the provisions of the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and applicable Federal regulations relating thereto, issued by the U.S. Department of Transportation (49 CFR 27 and 49 CFR 37), prohibiting discrimination against otherwise qualified individuals with disabilities under any program or activity receiving federal financial assistance covered by this AGREEMENT.

O. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Iowa.

P. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall first be submitted to mediation, using a mutually acceptable Neutral Third Party and mutually agreeable mediation process. If the mediation is unsuccessful in resolving the dispute, the parties may mutually agree to submit to another method of dispute resolution or submit the dispute to a court of competent jurisdiction.

Q. SURVIVAL

All obligations, representations and provisions made in or given in Section IV of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

R. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of Marshalltown

CONSULTANT: Bolton & Menk, Inc.

James Harbaugh, P.E.
Principal

Casey Byers, PLA, ASLA
Project Manager

EXHIBIT I

CONSULTANT'S SERVICES

WAYFINDING SIGNAGE MASTER PLAN

MARSHALLTOWN, IOWA

March 2, 2018

DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS

The Consultant agrees to provide professional services required for the Wayfinding Signage Master Plan project as identified below.

For purposes of this Project, Basic Services to be provided by the CONSULTANT are as follows:

WAYFINDING SIGNAGE MASTER PLAN - SCOPE OF SERVICES

Bolton & Menk has developed the following scope of services to develop a Wayfinding Signage Master Plan for the City of Marshalltown. The objective of the Master Plan will be to provide the City schematic considerations for improving signage throughout the community. Having this master plan in place will help the City make informed decisions for improving wayfinding throughout the community, further establish the City's brand identity and reduce long-term maintenance of existing signage.

Task 1: Project Management

Bolton & Menk will work in close coordination with the City to develop the project schedule and ensure project deadlines and expectations are met. Project management activities include project monitoring, conducting project meetings and providing project updates.

Task 1 Deliverables: Meeting Agendas, Meeting Minutes

Task 2: Information Gathering

Our team will conduct an inventory of the different types of signage currently being used throughout the City. It is important that we understand the attractions and places where signage is displayed, how signage is used to guide visitors to these destinations and what the existing character is of the different types of signage.

Specific components of this task include:

- Collect an inventory of existing signage types and locations. For this task, Bolton & Menk will not be documenting each individual sign and will rely on City staff for quantifying signs for similar locations/attractions. This inventory does not include jurisdiction/traffic signage.
- Conduct an assessment of current wayfinding signage. Identify user groups and how signs are used at various locations.
- Familiarize the design team with Marshalltown landmarks, established districts, facilities and destination generators.
- Identify wayfinding gaps and factors that might limit awareness and exposure of destinations and attractions.

Task 2 Deliverables: A digital base map identifying existing wayfinding and amenities. Inventory and analysis report of findings.

Task 3: Public Outreach

Bolton & Menk will work with City staff to gather public input from the community that will be used to inform the outcomes of the Wayfinding Signage Master Plan. It is our understanding that the City has identified individuals and groups that will have an interest in this project. We intend to engage these stakeholders and with the assistance of City staff, will develop a steering committee which we will work closely with throughout this master planning process.

The following includes a summary of the various meeting and outreach opportunities we feel is appropriate for this project:

- (3) Project Coordination Meetings (Design Team and City Staff)
- (2) Steering Committee Meetings
- (2) Public Open House
- (1) City Council Presentation

Task 3 Deliverables: A community engagement plan, presentation materials and meeting notes.

Task 4: Theme Development

During early public outreach opportunities, our team will gauge participant interest on precedent imagery of various signage elements, character and materials. We will use this information to develop a palette for attributes that will help guide concept development.

Task 4 Deliverables: Material palette recommendations based on public outreach input.

Task 5: Signage Concept Development

Successful wayfinding signage establishes a consistent character, effectively portrays a specific message and can be replicated in different scales. Our design team will develop three distinct signage families that include four scales of signage opportunities as follows:

- Large scale monumentation
- Site/landmark specific signage
- Directional signage
- Small scale panel/blade signage

During the 2nd and final public open house, the design team will seek input on which signage family or characteristics the community likes and dislikes. This information will be used to determine a preferred concept.

Task 5 Deliverables: Preparation of conceptual designs for three signage families.

Task 6: Preferred Concept/Standard Development
The design team will further develop the preferred signage family into schematic level construction details for one prototypical sign for each of the four signage types as described in Task 5. Elements of these design drawings will identify the following:

- Dimensions
- Material callouts
- Font type and size
- Colors
- Architectural elements
- Graphics

Specific standards will be developed for adapting the preferred signage concepts to accommodate specific districts/facilities/entities within Marshalltown, including:

- The Downtown Business District
- Marshalltown Parks and Rec
- The 13th Street District
- City of Marshalltown

*The preferred signage family will allow the flexibility to represent the above ‘special uses’ but maintain a consistent overall theme.

A written report describing the types of wayfinding signage, a digital base map identifying recommended locations for signage and schematic level cost estimates will be provided during this task.

All project deliverables will be compiled into a master plan report document that will be presented to City Council for adoption at the completion of the project.

Task 6 Deliverables: Schematic level construction details for preferred signage family concept, location map, schematic level cost estimates, and final master plan report.

TIMELINE

We will kick off the Wayfinding Signage Master Plan project scope in early April, with the expectation that we can promote the public outreach process in conjunction with our final open house for the Hwy 14 Corridor Study project. Due to the amount of information to be collected early in the project and to not overload community members, we recommend facilitating separate open house meetings for this scope of work.

We have developed a 20 week schedule for this process, with a completion date of late August. Upon review of our proposed timeline, we would like to refine this with city staff to identify specific project milestones and confirm this timeline fits with the City’s expectations.

BASIS OF FEE ASSUMPTIONS

For this proposal the following assumptions were made as to the nature of how or why certain situations would be handled:

- Any changes to the scope of work that are not specifically included in this proposal will be considered additional work and a negotiated amendment to the agreement will be completed

The services described above in Section I.A. BASIC SERVICES shall be provided on an invoiced hourly rate basis as follows:

Wayfinding Signage Master Plan

Task 1: Project Management	$ 3,580
Task 2: Information Gathering	$ 5,440
Task 3: Public Outreach	$ 7,050
Task 4: Theme Development	$ 1,980
Task 5: Signage Concepts	$ 11,140
Task 6: Preferred Concept/Standards	$ 8,270
Total Estimated Fee	**$ 37,460**

ORDINANCE 14971 AMENDING CHAPTER 21, OFFENSES AND MISCELLANEOUS PROVISION, SECTION 54, PROHIBITING THE USE OF CONSUMER FIREWORKS AND DISPLAY FIREWORKS, TO ADD A CIVIL PENALTY

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

SECTION 1. Amendment. Chapter 21, Section 54 of the Marshalltown City Code is hereby amended by striking the existing section and replacing with the following:

Sec. 21-54. Use of Consumer Fireworks and Display Fireworks.
(1) The use of consumer fireworks and display fireworks within the City limits of Marshalltown, Iowa, is prohibited except as provided herein:
(2) The City Council may, upon application in writing, grant a permit for display fireworks when the Council is satisfied that the display fireworks will be handled by a competent operator with appropriate safeguards.
(3) A violation of this ordinance shall be simple misdemeanor punishable by a fine of not less than $250.00.
(4) It shall also be unlawful for any property owner, or any person in possession of a property, to knowingly permit the use of consumer fireworks or display fireworks on the owner's property within City limits in violation of this section. Any person violating the provision of this section, shall upon conviction by punished by a Penalty as provided in Sec. 1-8 of the Code.
(Ord. No. 14962, § 1, 5-22-2017)

SECTION 2. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. When Effective. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed this ___ day of _________, 2018, and signed this ___ day of ___________, 2018.

CITY OF MARSHALLTOWN, IOWA

____

Joel T.S. Greer, Mayor
ATTEST:

____

Shari L. Coughenour, CMC, City Clerk

I, Shari L. Coughenour, CMC, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the foregoing ORDINANCE was passed and approved by the City Council of the City of Marshalltown, Iowa, on the ___ day of ___________, 2018, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the ___ day of ________, 2018.

____

Shari L. Coughenour, CMC, City Clerk

Joel Greer, Mayor
Jessica Kinser, Administrator
Diana Steiner, Finance Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

FINANCE DEPARTMENT

March 9, 2018

To: Mayor Joel Greer
Members of the City Council

From: Finance Department

Re: Revising Cash Management Policy

Policy Issue: Council must approve changes to policies.

Background: As brought forth to you at the January 8th Council meeting, we are trying to implement the process so citizens can pay their bills online. At that time, I discussed having the users of that system pay for any transaction fees that would be incurred through our software and through the credit card processor. In order to proceed with that, the Cash Management Policy needed to be updated. The language in the current policy on page 12 states:

"CREDIT CARD REMITTANCES - Payments for services may be accommodated using credit card remittances for the payer's convenience when paying fines, purchases, etc. This method can reduce remittance, processing and bank float. The drawback to this method of payment is that the surcharge cannot be passed on to the payer if those paying by other methods are not assessed the added charge."

The language in the proposed revised policy on page 11 states:

CREDIT CARD REMITTANCES - Payments for services may be accommodated using credit/debit card remittances for the payer's convenience when paying fines, tickets, etc. The surcharge may be passed on to the payer as long as the cardholder is notified prior to transaction completion.

I have also updated other areas of the policy to better mirror current practice. Some of the changes include:

1. Updating the Cash Flow Reserve Fund on page 8 so the designated reserve amount of 20% of expenditures in the General Fund Operating Budget will agree with the City Ordinance #14547. In the current policy, it states 15%.
2. Regarding bank types of accounts on page 19, I changed the General Account to not only be for deposits but for withdrawals as well. Prior to our new software

implementation, we used a separate Accounts Payable bank account for withdrawals. I also added Money Market or Savings Accounts as an option.

3. On page 18 of the revised policy, I changed investing responsibilities from the City Treasurer/Finance Director and City Administrator to the City Treasurer/Finance Director or his/her designee and/or City Administrator. This will allow the Accounting Manager to also make transactions, which is authorized in the Investment Policy.

To see the current policy, go to www.Marshalltown-ia.gov and click on Departments > Finance Department > Policies > Cash Management Policy.

Attachment: Revised Cash Management Policy – Draft

cc: Jessica Kinser, City Administrator

CITY OF MARSHALLTOWN

CASH MANAGEMENT POLICY AND PROCEDURAL MANUAL

Original Publication: August 12, 1996
Revised: June 26, 2000
Last Revised: August 16, 2006

TABLE OF CONTENTS

1 - OBJECTIVES OF THIS POLICY

The Finance Department is responsible for the compliance and implementation of the following items:

Legal Requirements:

- Comply with federal, state and local laws, to include, but not limited to 1099's and W-2's.
- Uses Generally Accepted Accounting Principles (GAAP) while preparing the Comprehensive Annual Financial Report (CAFR)
- Adheres to state statutes concerning appropriations and expenditures, and fund classifications i.e., Road Use Tax, Grants, Employee Benefits, Business type fund.
- Insures legal publication compliance for annual Financial Reports, Budget, Amendments, Bond Sales, Audits or any other publications as may be required from time-to-time.

Money Management:

- Facilitates preparation of annual operating and multi-year capital budgets
- Determines cash flow based on revenues, current and future budgeted needs, spending trends, and debt retirement
- Maximizes interest earnings through approved, competitively bid investments
- Pays all expenses of the City as approved by the Council
- Manages cash allocations to the Capital Plans and Cash Reserve funds as approved by Council
- Reconciliation of checks written, ACHs, wires and deposits made
- Monitors all cash transactions for internal safety and accounting integrity
- Negotiates banking services contract after a competitive bid.
- Monitors all financially related transactions

Budget Administration:

- Prepares budget tool for department head preparation to facilitate ease and flexibility without sacrifice to data integrity
- Facilitates preparation of revenues
- Prepares revenue and expenditure budgets for: Finance, Data Processing, Mayor, City Council, General Government, Other Social Services, Other Community & Economic Development, , Debt Service Funds, General and Tort Liability Insurance, the Employee Benefit Fund, , Police & Fire Retirement Fund , Emergency Fund, Local Option Sales Tax Fund, Tax Increment Financing (TIF) Fund and related Capital Projects funds,

- Prepares wage and benefit funding levels for all departments
- Prepares documents for Council review and approval of budget
- Monitors all departmental budgets for compliance during the fiscal year, making recommendations to Council concerning shortfalls in revenues or over-spending
- Prepares and presents public information and education for general population, civic groups and the City website.

Accounts Receivable:

- Oversees accounts receivable, facilitating and monitoring billing, collection and receipting monies from: tax collections, rentals, licenses & permits, user fees, rents, fines, intergovernmental grants, interest income, donations, special assessments, sales taxes and parking tickets

Accounts Payable:

- Approve purchase requisitions $10,000 or more from other departments
- Review and approve payment requests for all departments
- Processes all payments for the CIty
- Prepares Form 1099's as required by federal law
- Prepares Iowa Sales Tax Return
- Maintains good public relations with vendors
- Prepares list of bills for Council and publications
- Insures compliance with City Purchasing Policy and procedures

Payroll:

- Maintains employee payroll records to insure proper pay, deduction processing, union contract and personnel manual compliance
- Pays employees bi-weekly based upon time sheets approved and submitted from each department
- Processes federal and state taxes, voluntary deductions (i.e., life insurance, deferred comp), garnishments, and supplemental compensation (i.e., car allowance, clothing allowances and taxable meals).
- Prepares all federal and state reports (i.e., IRS Form 941, W-2's, Iowa Withholding, Iowa Unemployment, MFPRSI, IPERS, Census Bureau, etc.)

Insurance:

- Maintains insurance coverage for general, liability and bonds city wide
- Maintains location, cost and coverage records for facilities, road equipment, park equipment, vehicles, etc.

Data Processing:

- Provides and maintains functional hardware and software programs to process all payables, cash receipts, accounts receivables, payroll, general ledger, fixed assets, purchasing, project accounting, budgetary reporting, special reporting, data base, spreadsheet, word processing and associated operating system software.
- Facilitates access on network and accounting software for all departments
- Trains users on current software for accounting and network applications
- Gives daily attention to validating input/output, back-up procedures, operations analysis and troubleshooting
- Seeks out and selects additional software/applications to efficiently achieve the goals of the department

General Accounting:

- Generates reports for Mayor, Council, City Administrator, City departments, and citizens
- Prepares all audit schedules in anticipation of required annual examinations
- Maintains buildings, vehicles and equipment and furniture as fixed assets
- Manages disposal of asset records
- Prepares depreciation schedules for all capitalized assets
- Compiles necessary financial reports for various grants and 28E Agreements
- Generates reports for all financial aspects to other agencies, i.e.: investments, group health insurance, actuarial, insurance companies, etc.
- Adheres to the retention policy of financial documents through electronic means and/or the safe keeping of physical documents

2 - INTRODUCTION
2.1 Overview

OVERVIEW

Internal control represents an organization's plans, methods, and procedures used to meet its missions, goals, and objectives and serves as the first line of defense in safeguarding assets and preventing and detecting errors, fraud, waste, abuse and mismanagement. Internal control provides reasonable (not absolute) assurance that an organizations' objectives are achieved through 1) effective and efficient operations, 2) reliable financial reporting, and 3) compliance with laws and regulations.

This internal control/cash management policy is in compliance with the Investment Policy of the City of Marshalltown. It is, however, to compliment the Investment, Purchasing, Debt Management and any other policies relating to the fiscal management of the City, and it does not supersede them. It is very important that these policies are not substituted for the commitment, on the part of all staff handling any City assets, to prudent management, sound judgment, knowledge and experience. All officials dealing with cash shall be insured and/or bonded. Annually, the external auditors review the policy and test transactions to determine if the internal controls are being followed.

The establishment and maintenance of a good internal control system helps to ensure the integrity of the financial reports and assist the officials responsible in maintaining custody over assets (both cash and capital assets). In addition, a good internal control system may increase the external independent auditor's reliance on the system; which can result in a decrease in the amount of substantial testing. Managing cash is neither as simple, nor as narrow as it may seem. The scope of cash management ranges from specific cash management tools for cash collections and cash disbursements to the identification and planning of needed funds, and the investment of idle funds all within the scope of bond covenants, federal regulations, state statutes, local policies and prudent judgment.

In most governmental organizations, it is the financial officer's responsibility for the financial activities of the governmental unit, including cash management and the maintenance of an adequate system of internal control. The financial officer must:

- Identify potential financial errors or irregularities which might occur.
- Systematically document and evaluate the existing systems of internal control throughout the governmental unit and identify significant instances of under or over-controlled, cumbersome practices.
- Identify and articulate the factors to consider in assessing the practicality of suggested system improvements, and initiate revisions in law or policy to improve the control system.

- Identify potential revenue sources and efficiencies to reduce or optimize expenditures.
- Monitor revenue collections and disbursements (see Purchasing Policy for disbursement guidelines).
- Manage bank accounts and cash management products and services. This includes bank selection, working relations and negotiating service fees.
- Insure liquidity forecasting and management.
- Account for and control bank accounts, investments, budgets and financial forecasts (long-range planning).
- Manage debt. This includes monitoring for prudent debt ratios, decisions to borrow from banks or to issue debt instruments, negotiation of debt terms and repayment sources.

To insure that all of these objectives are met is ultimately the responsibility of the City Council. Through monthly financial and budget reports, not less than quarterly meetings of the Investment Advisory Committee and the annual audit, the Council can insure compliance and continued financial stability for the City.

WHAT ARE THE SOURCES AND USES FOR CITY FUNDS?

Normally, the current year's budget receives the limelight. However, not all cash belonging to the City is intended for immediate use. Some expenditures project into the future. Usually these are capital by nature, either in infrastructure projects or equipment. The City has undertaken policies initiating funding the aforementioned items and created reserves.

Cash is segregated into separate funds in compliance with state statute and various accounting standards such as operating funds and project funds. In addition to different purposes, certain funds have different restrictions, especially those that are funded by taxes, such as road use tax, local option sales tax, property tax levies, etc.

Even though the purposes and restrictions may apply to City funds, important distinctions should be made about the timing needed for funds to be available. Operating funds require the cash to be available within any current fiscal year. Reserve funds, on the other hand, may not be needed for many years to come. The income generated by these long term cash funds is much more important than in the operating funds.

2 - INTRODUCTION
2.2 Types of Municipal Funds

TYPES OF MUNICIPAL FUNDS

General Fund - This fund is used for the regular operating expenditures of the City, i.e., Police, Fire, Housing, Library, Administration, Park & Recreation and Public Works wages and benefits.

The timing of the income and expenses is the most difficult management of this fund. The most dependent income for this fund is from property taxes, which traditionally come in large quantities in October and April with minimal revenues in the other months. The City is continually studying ways to be less dependent upon property taxes, examining user fees and revenues from other state and federal sources. This practice should be continued. Political pressures from the state and federal levels have influences on the demand for these funds (unfunded mandates) and control on how they are collected and distributed (tax credits which are not reimbursed) to the City. Cash management focuses on bridging gaps between inflows and outflows. By monitoring budget income and expense, forecasting the timing of future cash inflows and outflows, accelerating collections, managing disbursements and maintaining the safety of principal, the City can reduce and control the gap between inflows and outflows. Controls must be consistently administered to insure that money is not tied up in an investment when needed for payroll or invoice payments. The General Fund should not become dependent upon investment interest. Income from idle monetary assets should be a secondary goal; preservation of principal and liquidity should be primary.

Cash Flow Reserve Funds - The City has created a fund which would be used specifically to accumulate funds sufficient to bridge the gaps between inflows and outflows of cash for all City funds. Ordinance #14547 has been adopted which identifies funds for deposit into this Cash Reserve Fund, the accumulation of interest earnings, uses and projections upon reaching the goal of 20% of the expenditures of the General Fund Operating Budget. Investments for this fund need to preserve principal with a great deal of monitoring for liquidity as needs arise. For purposes of the Comprehensive Annual Financial Report (CAFR), this fund shall be classified as part of the general fund, but is designed to assist in the cash flow of the general checking account.

Capital Improvement Funds - These funds, which include the Capital Reserve Fund and the Capital Reserve-Building Maintenance Fund, were created to reflect capital expenses for equipment and facility maintenance items for activities of the General Fund. Another type of capital improvement fund, titled CIP Large Vehicle/Equipment Fund, is for the planned replacement and purchase of municipal vehicles or equipment for more expensive items such as a firetruck. Funds may accumulate for 2 to 10 years before they are needed. For this fund type, liquidity is predictable based upon the Capital Improvement Plan prepared as part of the budgeting process.

The funding source is a transfer from the Capital Improvement Levy (receipted under the CIP Collection Fund) which began July 1, 2000 after a referendum in November, 1999, allowed the City to levy $ .675 per $1.000 of taxable valuation. A subsequent resolution designated 15% of these funds to be accumulated for large capital acquisitions. Other funds identified by the Council for this purpose can also be used. For the purposes of the Comprehensive Annual Financial Report (CAFR), this fund shall be classified as part of the General Fund.

Coliseum Fund - This fund was created to easily monitor the activities and costs associated with the Coliseum. The funding sources have been a portion of winter athletic fees earmarked for the Coliseum upkeep and a transfer from the General fund to cover expenses not covered by rentals. For purposes of the Comprehensive Annual Financial Report (CAFR), this fund shall be classified as part of the general fund.

Special Revenue Funds - The revenue source for this type of fund is principally from other governments and/or has very tight restrictions upon it. Examples of special revenue funds are: federal programs such as Rental Assistance, state programs such as Road Use Tax, grants, or donations for a specific purpose. Certain tax levies, by state statute, are required to be deposited into a special revenue fund. To reimburse the budgeted activity area for these expenses, cash is transferred to the general fund. Generally, special revenue funds are considered operating and are appropriated by Council action on a project or need basis with no accumulation or long-range purpose. Current practice transfers these funds providing the appropriate operating fund the necessary cash flow to sustain operating expenditures and accumulate appropriate interest on idle funds. It is recommended that this practice be continued upon adoption of this policy. Investments of these funds shall adhere to the same restrictions/purpose as the principal. At times, grants in these funds require purchases be made before reimbursement funds are available. City staff must insure timely filing of financial reimbursement requests to secure needed funds.

Capital Project Funds - Capital expenditures in this area are for planned construction projects. Upon Council acceptance of the project, a fund (or project number) can be created for monitoring and compliance purposes. Revenue sources for these expenditures may be special assessments, bond issues, federal and/or state grants or funds set aside from other operating budgets. Funds must be available as needed to avoid costly borrowing for interim financing. Thus, the cash flow forecasts, liquidity and safety of principal must be primary considerations. Generally, grants used for capital projects require purchases be made before funds are available for reimbursement. City staff must insure timely filing of financial reimbursement requests to secure needed funds.

Debt Service Funds - These funds are used for the retirement of outstanding notes or bonds and their associated interest and debt expenses (i.e., registrar fees). Traditionally the revenue source for this fund is property taxes or designated user fees. There may be requirements under the terms of outstanding bond indenture agreements. The time when the funds will be needed is known fairly accurately. If investment interest earnings are accumulated, it is considered a portion of the funds that will be available to retire the debt. The safety of principal is crucial when dealing with debt service funds. Expenditures of debt service funds are directly related to the issuance and retirement of the debt. Constant market monitoring may reveal possible savings through refinancing or restructuring of outstanding debt.

Tax Increment Financing debt pledges property taxes from newly created taxable value for the retirement of principal and interest. When incurring and structuring debt of this type, care should be taken to insure sufficient revenue growth will occur to retire the debt and related expenses.

Debt used to finance enterprise projects should demonstrate sufficient user's fees are available to support the debt and related expenses. Often, bond covenants will require additional reporting and levels of reserves to be maintained and properly demonstrated annually.

Enterprise Funds - These funds are financed and operated in a manner similar to private businesses where costs are recovered primarily through user fees, such as transit, compost, aquatic center concessions and water pollution control. . This fund type should contain operating, capital expenses and reserves for the exclusive use of the enterprise.

Internal Service Funds – This is an account for group insurance benefits, occupational insurance benefits, flexible benefits, and worker's compensation benefits provided to other departments on a cost reimbursement basis.

Agency Funds – These funds are used as a clearing account for cash resources collected by the City for distribution to the authorizing recipient. For example, sales tax due to the state.

3 - CASH RECEIPTS AND RECEIVABLES
3.1 - Internal Control

<u>INTERNAL CONTROL</u>

Proper control of cash and receivables is very important to the City. This is especially difficult (particularly with a limited staff) because a true segregation of duties and establishment of internal controls requires a clear-cut separation of activities. This is very challenging when responsibilities are shared. Without proper controls and policies, cash can be easily misappropriated; therefore, in accordance with good internal control, the following procedures need to be monitored and control must be established.

RECEIPT NUMBERING - All receipts must be pre-numbered

CASH DEPOSITS - Not less than daily, the Finance Department shall deposit all receipts of the City in accounts designated for such purpose in legal depositories, authorized by the City Council.

DIRECT DEPOSITS or- Electronic Fund Transfers (EFT) REMITTANCES. - Revenues due to the city such as property taxes, Road Use Tax Allocations, HUD payments or grant programs may be deposited directly into the accounts of the City with authorization of the City Treasurer/Finance Director and the respective agency. This method of fund transfer can be initiated by either the payer or the City. This mechanism can also be used for disbursements, i.e., automatic deposits for payroll or rent assistance payments. EFTs were designed as a cost-effective replacement for checks.

CREDIT CARD REMITTANCES - Payments for services may be accommodated using credit/debit card remittances for the payer’s convenience when paying fines, tickets, etc. The surcharge may be passed on to the payer as long as the cardholder is notified prior to transaction completion.

WIRE TRANSFERS - With the wire transfer, only the payer can originate the remittance. The advantage to a wire transfer is its availability the same day. The disadvantage is the expense. Banks often charge a fee to initiate each wire and another fee from the receiving bank..

NIGHT DEPOSITS - Remote locations such as the swimming pools and compost facilities will be required to take daily receipts to the night deposit box of the banking institution designated for this purpose. The transit division is required to make, at a minimum, weekly deposits. This procedure will be followed to insure the safety of city receipts and to facilitate the bank deposit.

3 – CASH RECEIPTS AND RECEIVABLES
3.2 Receipt Payment Processing

<u>CENTRALIZED COLLECTION POLICY</u>

The more focused the City collection can be into one centralized collection point, the more efficient collection can become. All departments must use this centralized collection for funds due to the City unless specifically exempted such as the library, transit and parks and recreation fees. Advantages of a centralized collection program include:

- Less confusion for the public;

- Dedicated staff whose primary function is to collect monies due to the City. This person is familiar with City policy and fee schedules;

- Consolidation of accounts that combines debts of one citizen or customer from several departments, centralizes information on the customer or citizen who may use various names, company names or other related parties;

- Facilitates information collection on citizens or groups with poor payment or City service abuse histories, possibly preventing another collection problem, i.e., staff can monitor credit or rental histories on individuals or groups requesting permits, rent on facilities or other City services and can put a note on their account in the financial software to only accept cash or a credit card.
- Economies of scale (i.e., more than one delinquent bill with the City from different departments) can increase efficiency which makes the use of credit reporting services feasible and worthwhile; prevents other departments from setting up payment schedules or other payment arrangements which need to be monitored for compliance; and referring accounts to the collection staff or agency on a more timely basis;

- Decreases turn-around time from receiving department (point of collection) to point of deposit (into the bank);

- Gives the City the ability to compare funds owed to debtor for services provided to the City to pay for outstanding balances.

- Gives the City the ability to initiate the payment to itself. An example of this occurs when the City reaches out each month and electronically taps its customer’s bank accounts on a prearranged, pre-approved basis, such as for retirees health insurance contribution. This is an automated clearing house (ACH) debit.

- Allows the City to accept credit card payments at pre-approved sites. (ie. Accounts Receivable, Library, and Parks & Recreation).

In addition to the centralized billing and collection for services and materials, additional assistance, such as legal staff and collection agencies may be considered as part of a comprehensive collection policy.

PAYMENTS BY MAIL: Randomly, the Finance Director and/or Accounting Manager will open the mail and compare checks received for the day against the bank deposit and cash receipts report.

IN-PERSON CASH PAYMENTS - This procedure requires the immediate receipting of the payment into the cash register system, as the payer is standing at the counter. It is important that all information is available to quickly and accurately credit the customer in an efficient and friendly manner and provide a receipt.

To insure accuracy in receiving cash, finance staff will alternate reconciling the cash drawer. Care should be taken to enter the amount contained in the drawer (i.e., how many pennies, nickels, dimes, etc.) **before** the activity report is generated by the cash register. The activity report displays the amount of cash and checks taken in during the business day. If the first person enters the denomination of cash, checks and coins, the second person of the office should run the cash register summary report and verify that they match. All discrepancies over a tolerable limit should be reported to the Finance Director/City Treasurer. A tolerable limit as of the adoption of this Policy shall be 2% of the petty cash balance held by the Finance Department. Each department should be sure to monitor the level of petty cash activity to insure sufficient funds to make change. This amount is recorded within the Finance Department.

The City has established a consolidated bank account or "central depository". All cash and checks are deposited into that account to limit fraud.

> The use of a central depository requires that sufficient accounting records be maintained to provide reporting of cash balances for each fund of the City;
>
> Permits the concentration of cash to obtain large blocks of cash for deposit and investment purposes
>
> A cash receipt journal and revenue/receivable subsidiary ledger shall be recorded as part of the general ledger.

SEPARATION FROM DUTIES: Finance staff should follow the Employee manual section 3.2 requiring time away from regular duties.

3.3- Bad Checks

BAD CHECKS

The return of a bad check shall be sent to a contracted agency for collection. Fees associated with these returned items are collected directly by the agency. As of this policy revision, the fee is $30. Signs are posted at the front desk to notify the public.

3 – CASH RECEIPTS AND RECEIVABLES
3.4-Billed Accounts (Receivables) Procedures

BILLED ACCOUNTS

The City invoices citizens and customers who have not paid when the transaction occurs. Payments shall be allowed by cash, check, credit card, debit card, ACH or wire transfer.

Payment for items invoiced can be received by mail or delivery to the Accounts Receivable office at City Hall during normal business hours. The Police Department (for police related items only), Park & Recreation Department (for P&R items only), the library, transit, pools and compost facility can accept payment for cash sales or services at their respective sites.

Payment in full is expected within thirty (30) days from the date the invoice was originally billed. Many debtors are willing to pay their accounts, however, they may not be able to pay their accounts in full. In such cases, the City may allow partial payments with a written payment plan approved by the Finance Director. Arrangements for partial payments allow debtors to pay what they can, when they can, until the balance is paid in full, or they may pay a set amount until the balance is paid in full. If the debtor misses a payment, the entire balance may be immediately due in full.

Collection of Delinquent Revenues

Delinquent Accounts. Delinquent accounts refer to those accounts that are past due by a predetermined number of days. The due date varies by the type of account. Some accounts are due when the license or permit is issued, i.e., building permits. Other accounts become delinquent thirty days past the invoice date, i.e., parking tickets. All items invoiced through the Accounts Receivable office are delinquent after 30 days from the original billing date. When an account becomes delinquent, a systematic, aggressive collection procedure should be implemented according to established policy. Because delinquent accounts become more difficult and expensive to collect, it is necessary to encourage prompt payment of all debts due to the City.

For Non-Parking Accounts:

If an account is over 30 days old, the City will no longer consider this amount current and may begin to pursue a more aggressive approach other than the monthly statement. Delinquent accounts shall be aggressively pursued through the use of the following alternatives:

- Begin assessing interest based on the guidelines listed above. Any accounts not paid within 30 days will have interest assessed to their account at one and a half percent (1 ½%) per month. Interest to other cities will be deferred to sixty (60) days to allow council approval of expenditures (due to timing differences the other cities may not meet Marshalltown’s 30-day period). Exceptions to the interest assessment is allowed for the following reasons: accounts that have been billed for reimbursement under a federal or state grant program or another governmental agency.

- Revoke the offender's license until bills are paid in full.
- Net the amount due the debtor by any amount that is owed to the City
- Certify the bill to property taxes: If a bill is delinquent for services rendered and can be assessed to taxes the City Clerk shall be directed to submit to the City Council, a list of such bills to be certified to the taxes. As per the Iowa Code, the City Council must approve this list prior to certification. It is the intention of the City to try and recoup the administrative fees incurred. All accounts that are assessed to taxes will have an administrative charge added to the original charge.
- Take to small claims court if the amount exceeds $50.00. The Court costs will be added to the original bill.
- File for a court order for a garnishment or wage attachment for the amount due plus expenses.
- Cite as a municipal infraction assessing a fine based upon the appropriate code section.
- Turn the bill over to a third-party collection agency: The use of a collection agency can benefit from the economics of scale and a dedicated focus on collections. This method, though proven somewhat effective, does reduce the anticipated revenue because of the collection fees. All staff should insure that every avenue has been exhausted for the full amount before using the collection agency.
- Put the offender on a "hot sheet". If an individual or business is more than 60 days delinquent in payment (this would give them a total of 90 days from the original invoice date) of the amount due to the City, their name is added to a list or a note added to their customer account that will prohibit any future issuance of any license or permit by the City until all accounts are paid. In addition, all future transactions may be required to be paid with cash, certified check or credit/debit card only basis.
- File the overdue account (as of this writing must exceed $50) with the state for offset from any income due from the state.

For Parking Accounts:

After a ticket is delinquent (past due 60 days after a ticket is issued) and the owner has been identified, the Finance Department shall prepare an invoice and mail/email it to the ticket holder. Further collection procedures may be pursued including but not limited to one of the following options:

1)The Habitual Violator Law. All vehicles with five or more delinquent tickets will follow the rules pertaining to this City ordinance. Under this law, the City will tow the offender's vehicle. The offender has to pay all outstanding fines, an administrative charge and the towing fee before the individual will get the vehicle out of impound

2) DMV-Plate Tagging. For individuals owing $25 or more, license plates may be flagged at the Department of Motor Vehicles to ensure that renewal of said license plate will be denied until all parking tickets owed to the City have been satisfied.

3) *State Income/Offset*. *For individuals owing $30 or more,* the amount due

plus fees can be sent to the state for offset against any income they have coming due from the state.

If the violator's outstanding bills have been turned over to the State, DMV or other delinquent holds, the violator must pay by cash or credit/debit card to release the hold.

3 – CASH RECEIPTS AND RECEIVABLES
3.5 Write Offs

Write-Off Policies

In some instances, governments may be compelled to write off delinquent accounts. Such action usually takes place after all collection efforts have been exhausted and the account is either considered to be uncollectible or the amount owed is too small to warrant further collection efforts. The following circumstances will be used by the City of Marshalltown:

1. Discharged bankruptcy. The account has been discharged through bankruptcy court and the file has been noted with the date filed, number, court district, and date of discharge.
2. Wrong Responsible Party. The account was referred in the name of a company or individual that cannot be held liable for the debt.
3. Deceased. Debtor is deceased with no estate.
4. Invalid Referral. The account was assigned in error. A billing should not have been generated.
5. Court Refuses Judgment. The debt could not be substantiated in court.
6. Outlawed. The statute of limitations has run out without payment or promise of payment since the last transaction. As of this writing, 10 years for written contract and 5 years for unwritten contract.
7. Amount Doesn't Warrant Further Effort. No response to demand for payment. Further pursuit would not be cost effective.

Each write off must be approved by the Finance Director or City Administrator.

4 - INTERNAL CONTROL FOR INVESTMENTS AND BANKING SERVICES

INTERNAL CONTROL FOR INVESTMENTS

The City Treasurer/Finance Director or his/her designee and/or City Administrator shall, in accordance with the Code of Iowa and the City's Investment Policy, invest all idle funds of the City.

For purposes of internal control, the purchase of an investment shall be executed as follows:

The City Treasurer/Finance Director or his/her designee and/or City Administrator shall identify idle funds and determine possible length of investment (type of fund, operating vs. reserve, etc.) and date of need

IF OPERATING:

1) If less than 30 days, deposit in savings account or interest bearing checking account or money market account.

2) If more than 30 days but less than the number of days authorized by current law for the investing public entity, request quotes from the qualified institutions as designated by the council, requesting the interest rate, calculation method, and total interest to be paid.

IF RESERVES OR BOND COVENANT

1) If less than 30 days, deposit in savings account or interest bearing checking account or money market account.

2)If more than 30 days, but within 397 days or less or the timeframe authorized by current law for the investing public entity, get quotes from the qualified institutions as designated by the Council, requesting the interest rate, calculation method, and total interest to be paid.

NOTE: Check authorized investment types for this category of investment, i.e., Bond Resolutions

3) Advise all participating institutions of quote results

4) If a wire transfer is to be made for an investment, another Finance Department staff member other than the person making the wire, will proof and verify these entries prior to posting into the accounting system.

RECONCILIATION

A Finance staff member shall reconcile all investments insuring that original documents of the transaction are received from the participating institution and are consistent with monthly and/or quarterly statements.

Annually, a Finance staff member shall reconcile the 1099's received from all institutions holding interest-bearing funds of the City and report the verification to the City Treasurer.

CONTROLS OVER BANKING SERVICES

Banking services for checking accounts shall be awarded through competitive bid to banking institutions located in Marshalltown. The most favorable institution must demonstrate security, efficiencies, as well as favorable banking fees.

The Finance department shall monitor and record all banking activity for the City. Security from thief or fraud is of utmost importance.

Examples of types of accounts to be used:

- General Account: This account is designed for deposits and withdrawls

- Payroll Accounts: All net payroll checks written by the City for employees will be written from this account.. Funds will be transferred from the General Account to cover the paychecks.

- DMV Account: This account is maintained for those deposits collected by the DMV on behalf the City.

- Money Market or Savings Accounts: These accounts are used when the balance at the General and Payroll Account bank would exceed our contractual limit or, in some instances, the money market/savings rates are better than the CD rates. The establishment of these accounts are bid under the same process as the Investment section listed above.

  Other miscellaneous accounts: From time to time various accounts may be required by grantees or state statute. Accounts may also be established if the City is the fiscal agent for another organization

Cash Disbursements:

All disbursements except for petty cash, are generated through the accounting system by check, electronic payment, or bank draft. Check stock is pre-numbered and with adequate physical control over unauthorized use. Electronic payments and bank drafts are also numbered.

Refer to the following ordinances for the particular past due fees related to the following areas:

1. Rental Registration or Inspection Fees : Code Section 15.5-5
2. License & Permits: Code Section 17-6
3. False Alarms: Code Section 17.245
4. Nuisances: Code Section 1-8; 21-71

Joel Greer, Mayor
Jessica Kinser, Administrator
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MARSHALLTOWN
IOWA

City Administrator's Office

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: March 9, 2018
RE: MCCC Facility Lease

With the transition of 911 operations to the Marshall County Communications Commission comes a need to have a formal lease for the use of space. As you all know, the space to be used will be changing in 2018, so the draft lease is for the current space at 22 North Center Street only. A new facility agreement would need to be prepared for the use of space currently under construction at the Police and Fire Building. The lease is very basic, requiring $1 consideration for the use of the space and sets forth insurance requirements.

The next Marshall County Communications Commission meeting is Tuesday, the 27th. If this draft is acceptable to the Council, we would have a resolution approving the agreement on the meeting of the 26th.

28E Agreement Between the City of Marshalltown and the Marshall County Communications Commission for the Use of Space at 22 North Center Street

WHEREAS, the Marshall County Communications Commission was created on January 16, 2018, following the adoption of a 28E agreement by the City of Marshalltown, Marshall County, the 911 Joint Services Board, and the Marshall County Emergency Management Commission; and

WHEREAS, the employees and operations of the Marshall County Communications Commission continue at the current location of the Marshalltown Police Department, located at 22 North Center Street in Marshalltown, Iowa; and

WHEREAS, both parties desire to maintain the existing relationship at said location until the opening of the new Police and Fire Building.

IT IS THEREFORE AGREED AS FOLLOWS:

1. The Marshall County Communications Commission shall continue to operate and provide 911 communication services for Marshall County at the Marshalltown Police Department at 22 N Center Street, Marshalltown, Iowa, while that facility is still in use.

2. The Marshall County Communications Commission shall pay $1 per year as consideration for the use of space.

3. The Marshall County Communications Commission shall provide insurance coverage for all personnel, equipment and property belonging to the Commission in use at 22 North Center Street at the following coverage levels:

   a. Comprehensive General Liability $1,000,000 per occurrence/$2,000,000 aggregate
   b. Worker's Compensation as required by law
   c. Professional Liability for Errors and Omissions $2,000,000

   The Commission shall also name City of Marshalltown as an additional insured/party and include a non-waiver of governmental immunity endorsement/clause in their coverage.

4. This agreement shall remain in effect for one year, from January 16, 2018, or until the property at 22 N Center Street is no longer used for the operations of 911 communications in Marshall County.

5. This agreement may be cancelled upon 60 days written notice by either party to the other.

City of Marshalltown	Marshall County Communications Commission
by______________________________ Joel T.S. Greer, Mayor	by______________________________

ATTEST:

____
Shari L. Coughenour, CMC, City Clerk