

CITY OF MARSHALLTOWN
COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 W STATE STREET
JUNE 25, 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, Isom, Lamer, Martin, Wirin.

E. MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS

F. CONSENT AGENDA

1. Approve Council Minutes, June 11, 2018, And June 18, 2018.

Documents:

[06-11-2018_council-minutes.pdf](#)
[06-18-2018_Special Mtg Minutes.pdf](#)

2. Approve Bill List In The Amount Of \$907,820.59.

Documents:

[2018-06-25_BillList.pdf](#)

3. Civil Service List - Police Officer

Documents:

[Civil Service List - Police Officer.pdf](#)

4. Civil Service List - Records Clerk

Documents:

[Civil Service List - Records Clerk.pdf](#)

5. Civil Service List - Sewer Maintenance Worker I

Documents:

[Civil Service List - Sewer Maintenance Worker I.pdf](#)

6. Approve May 2018 Financial Statements

Documents:

[May 2018 Financials Memo.pdf](#)

[May 2018 Financial Statements.pdf](#)

7. RESOLUTION 2018-114 ACCEPTING AND AWARDING THE BID FOR PROVIDING SALT FOR ICE AND SNOW CONTROL FOR THE 2018-2019 FISCAL YEAR IN THE CITY OF MARSHALLTOWN, IOWA IN THE AMOUNT OF \$75.07 PER TON

Documents:

[Salt bid FY 18-19.pdf](#)

[Salt Bid06192018102812_001.pdf](#)

8. Tobacco Permit Renewals, Year Ending June 30, 2019.

7 Rayos Liquor Store, 120 E Main St.

Express Mart, 229 N 13th St.

Food & Gas Mart, 613 N 3rd Ave.

Vaughns Pub, 22 N 1st Ave.

BW Gas & Convenience Retail, 1701 Iowa Ave E.

9. Approve Alcohol License Renewals

Central Iowa Fair; El Portal; Jake's Game Room; Git N Go

Convenience Stores #35; Git N Go Convenience Stores #34;

Applebee's.

G. **REPORTS**

1. Alliant Energy 2017 Community Annual Partnership Assessment

Documents:

[Marshalltown CAPA 2018.pdf](#)

H. **RESOLUTIONS**

1. RESOLUTION 2018-113 APPROVING BID AND AWARD TO CONCRETE PROFESSIONALS FOR THE CONSTRUCTION OF THE IOWA RIVER TRAIL PHASE 3 PROJECT TRL17001 IN THE CITY OF MARSHALLTOWN, IOWA, IN THE AMOUNT OF \$245,337.85

Documents:

06-20-2018_2018 Iowa River Trail Award Contract Memo.pdf
IRT Phase 3 Bid tab.pdf
TRL17001 Contract Documents with Bond.pdf
06-25-2018_2018-_Res accept bid and award contract Iowa River Trail Phase 3.pdf

2. RESOLUTION 2018-115 APPROVING PROFESSIONAL SERVICES AGREEMENT FOR THE MARSHALLTOWN ON DEMAND TRAFFIC SERVICES WITH HDR ENGINEERING, INC PROJECT #STR18002 IN THE AMOUNT OF \$52,390.00

Documents:

On Demand Traffic Signals.pdf
06-18-2018_HDR traffic on demand Memo.pdf
06-25-2018_2018-_HDR Signal Task Order
180615_Marshalltown_TO1.pdf

3. RESOLUTION 2018-116 ACCEPTING BID AND AUTHORIZING THE PURCHASE AND INSTALLATION OF NEW TOWER ANTENNA AND EQUIPMENT BY SABRE INDUSTRIES AT THE NEW POLICE AND FIRE FACILITY, IN THE AMOUNT OF \$11,937

Documents:

06-25-2018_2018-_sabre resolution_sabre_additional tower_equipment.pdf
06-25-2018_2018-_sabre_indsutries_quote20180605_0464.pdf

4. RESOLUTION 2018-117 AUTHORIZING A GRANT APPLICATION IN THE AMOUNT OF \$250,000 TO THE IOWA DEPARTMENT OF TRANSPORTATION STATE RECREATIONAL TRAILS PROGRAM FOR THE IOWA RIVER TRAIL/LINN CREEK TRAIL CONNECTOR

Documents:

Res State Rec Trail Grant.pdf
Memo on State Rec Trail Grant App.pdf

I. ORDINANCES

1. ORDINANCE 14973 AMENDING CHAPTER 26, STREETS AND SIDEWALKS, ARTICLE III, SIDEWALKS, BY REPEALING CURRENT LANGUAGE AND ADOPTING NEW LANGUAGE
Second Reading. Possible waiver of third reading.

Documents:

06-11-2018_14973 Sidewalk ORD Amendment Final.pdf

2. Ordinance 14975 Providing For The Dvision Of Taxes Levied On Taxable Property In Amendment No 7 To The Urban Renewal Plan

For Marshalltown Urban Renewal Area No 3, Pursuant To Section 403.19 Of The Code Of Iowa.

Second Reading.

Documents:

[OrdinanceAmdmtNo.7URNo. 3Marshalltown422742-33-v1.pdf](#)

J. DISCUSSION

1. Update Of Police & Fire Building Costs And Progress Of Construction

Documents:

[Police Fire Building Budget Update Memo.pdf](#)
[Costs for Police and Fire Building for June 25 2018](#)
[COUNCIL MEETING.pdf](#)

K. 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.

L. 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

JUNE 11, 2018

The Marshalltown City Council met in regular session on June 11, 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, Gowdy, Hoop, Isom, Lamer, Martin, Wirin. The finance department was recognized for achieving the GFOA Award for Excellence in Financial Reporting.

CONSENT AGENDA:

Gowdy moved to approve the Consent Agenda: Approve Council Minutes of May 29, 2018, Bill List \$1,916,837.21; Tobacco Permits; Resolution 2018-096 Approving and Agreement with the Marshalltown Regional Partnership for the Purposes of Operating a Convention and Visitors Bureau; second by Wirin. Consent agenda adopted 7-0.

REPORTS:

Chief Tupper presented the 2017 Annual Police Department Report and Jenny Etter, Director of the Central Business District presented the second quarter report.

RESOLUTIONS:

Lamer moved to remove from the table Resolution 2018-094 to Approve Amendment No 5 to The Urban Renewal Plan for the Marshalltown Urban Renewal Area No 2, second by Isom. Motion carried 7-0. The amendment adds in public improvement and developer agreements in the Urban Renewal Area #2, also known as the East Side Industrial area. Wirin moved to adopt Resolution 2018-094 to Approve Amendment No 5 to The Urban Renewal Plan for the Marshalltown Urban Renewal Area No 2, second by Isom. Motion carried 7-0.

Lamer moved to adopt Resolution 2018-097 RESOLUTION 2018-097 APPROVING A CONTRIBUTION OF \$3,000 TO THE MARSHALLTOWN 4TH OF JULY FIREWORKS CELEBRATION, amending the contribution amount to be \$5,000, second by Hoop. Resolution adopted 7-0.

Wirin moved to adopt RESOLUTION 2018-098 APPROVING PROPERTY DONATION FROM DENNIS R GRABENBAUER AND BARBARA K GRABENBAUER AND ACCEPTING QUIT CLAIM DEED, second by Gowdy. Resolution adopted 6-1, Lamer dissenting due to increased park maintenance.

Wirin moved to adopt RESOLUTION 2018-099 APPROVING A REORGANIZATION OF THE RECORDS DIVISION TO CREATE A FULL-TIME PARKING ENFORCEMENT POSITION, second by Isom. Resolution adopted 7-0.

Cahill moved to adopt RESOLUTION 2018-100 APPROVING A FACILITY LEASE AGREEMENT WITH THE NORTHEAST IOWA AREA AGENCY ON AGING THROUGH DECEMBER 31, 2019, second by Wirin. Resolution adopted 7-0.

Martin moved to adopt RESOLUTION 2018-101 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#9-2 FLOOR COVERINGS FOR ALLIED CONSTRUCTION SERVICES, INC. AN INCREASE OF \$2,801.00, second by Isom. Resolution adopted 7-0.

Lamer moved to adopt RESOLUTION 2018-102 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#7-1 MEMBRANE ROOFING AND WALL PANELS FOR BLACK HAWK ROOF COMPANY AN INCREASE OF \$1,133.74, second by Wirin. Resolution adopted 7-0.

Wirin moved to adopt RESOLUTION 2018-103 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#3-1 CONCRETE FOUNDATIONS FOR CALIBER CONCRETE AN INCREASE OF \$7,923.50, second by Lamer. Resolution adopted 7-0.

Lamer moved to adopt RESOLUTION 2018-104 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#2-1 SITE DEMOLITION AND EARTHWORK FOR CON-STRUCT, INC. AN INCREASE OF \$8,330.00, second by Cahill. Resolution adopted 7-0.

Cahill moved to adopt RESOLUTION 2018-105 APPROVING CONTRACT CHANGE ORDER FOR

COUNCIL PROCEEDINGS

JUNE 11, 2018

THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#26-1 ELECTRICAL COMMUNICATIONS & SECURITY FOR DEVRIES ELECTRIC AN INCREASE OF \$7,080.14, second by Isom. Resolution adopted 7-0.

Wirin moved to adopt RESOLUTION 2018-106 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#6-1 GENERAL SUPPLIES FOR GARLING CONSTRUCTION AN INCREASE OF \$1,463.00, second by Lamer. Resolution adopted 7-0.

Gowdy moved to adopt RESOLUTION 2018-107 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#9-1 GYPSUM WALL ASSEMBLIES FOR HILSABECK SCHACHT, INC. AN INCREASE OF \$2,465, second by Martin. Resolution adopted 7-0.

Lamer moved to adopt RESOLUTION 2018-108 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP# 22-1 PLUMBING & MECHANICAL FOR TONY'S PLUMBING & HEATING LLC. AN INCREASE OF \$6,466.00, second by Isom. Resolution adopted 7-0.

Lamer moved to adopt RESOLUTION 2018-109 APPROVING CONTRACT CHANGE ORDER #1 FOR THE PCC PATCHING PROJECT # 76015009 CURB & GUTTER REMOVE & REPLACE, PATCHES & FLAGGERS AN INCREASE OF \$61,574.23, second by Wirin. Resolution adopted 7-0.

Gowdy moved to adopt RESOLUTION 2018-110 APPROVING CONTRACT CHANGE ORDER #2 FOR THE PCC PATCHING PROJECT # 76015009 REMOVE & REPLACE ADDITIONAL PCC PATCH & FLAGGERS AN INCREASE OF \$53,077.73, second by Isom. Resolution adopted 7-0.

Wirin moved to adopt RESOLUTION 2018-111 APPROVING CONTRACT CHANGE ORDER #2 FOR THE 2017 CENTER STREET BRIDGE OVER LINN CREEK PROJECT # STR 17006 FOR GENERAL SUPPLIES FOR JASPER CONSTRUCTION SERVICE INC. AN INCREASE OF \$76,802.70, second by Cahill. Resolution adopted 7-0.

Isom moved to reschedule the public hearing considering the proposal Approving Amendment No 7 to the Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 3 to Monday, June 18 at noon, second by Cahill. Motion adopted 7-0.

ORDINANCES:

Isom moved to adopt the second reading of Ordinance 14973, amending Chapter 26, Streets and Sidewalks, Article III, Sidewalks, by repealing current language and adopting new language, second by Cahill. Mark Eaton, 1007 spoke against the Ordinance, citing differences in the ADA requirements. Second reading failed, 3-4, with Lamer, Martin, Gowdy and Hoop dissenting.

Ordinance 14974 Hoop moved to adopt the second reading of Ordinance 14974, to amend the code of ordinances, City of Marshalltown, Iowa, by Amending Chapter 20 Section 20-169 Prohibiting Parking (S 5th Avenue) when Snow removal operations are in progress, and amending drop off area parking on (S 4th Street near Fisher School), second by Gowdy. Second reading adopted 7-0.

Hoop moved to waive the third reading and adopt Ordinance 14974, second by Gowdy. Third reading and Ordinance adopted 7-0.

DISCUSSION:

Staff received direction from the council to prepare recommendations for filling sidewalk gaps for review by the council, prioritizing handicap access, routes to schools and parks, with the intent to develop a project schedule for inclusion in the CIP, utilizing the 2008 sidewalk gap study.

PUBLIC COMMENT:

Whitney Hunt, 612 Forest Blvd, asked the council to establish an ordinance prohibiting handmade signs in downtown windows.

ADJOURNMENT

The meeting adjourned at 6:48 PM.

COUNCIL PROCEEDINGS
JUNE 11, 2018

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

Joel T.S. Greer, Mayor

Shari L. Coughenour, CMC, City Clerk

COUNCIL PROCEEDINGS

June 18, 2018

The Marshalltown City Council met in special session on June 18, 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, Isom, Martin, Wirin. Absent: Lamer.

RESOLUTION

Mayor Greer declared the public hearing open at 12:02 pm for amendment #7 to the Urban Renewal Plan for Area No. 3, known as UR#3, Southside TIF. Public comments were received against the proposal from Mark Eaton, 1007 S 10th Ave, and Whitney Hunt, Assistant Auditor for Marshall County. City Administrator Kinser said the issue before the council is for the amendment, which proposes to enlarge the existing area, including area for a proposed storage facility. The “Casady” development agreement will be considered by the council after conclusion of negotiation at a future council meeting. Future projects in the TIF area may request development agreements following additional plan amendments. The City held the taxing body consultation meeting noting response from the county requesting updated survey and minimum assessment agreements with the developers. Council Gowdy clarified the council resolution today does not approve the development agreement. Mayor Greer declared the public hearing closed at 12:15 pm. Isom moved to adopt Resolution 2018-113 Approving Amendment no 7 to the Urban Renewal Plan for the Marshalltown urban Renewal Area no. 3, second by Hoop. Resolution adopted 5-1, Martin dissenting.

ORDINANCE

Wirin moved to adopt the first reading of Ordinance 14975 Providing for the Division of Taxes Levied on Taxable Property in Amendment No. 7 to the Urban Renewal Plan for Marshalltown Urban Renewal Area No. 3, pursuant to Section 403.19 of the Code of Iowa, second by Martin. First reading adopted 6-0.

MOTION

Gowdy moved to reconsider the second reading of Ordinance 14973, Amending Chapter 26, Streets and Sidewalks, Article III, Sidewalks, by Repealing Current Language and Adopting New Language, second by Isom. Motion carried 5-1, Martin opposed. The second reading failed on a 4-3 vote at the June 11, 2018, council meeting. The second reading will be considered at the June 25, 2018, council meeting.

ADJOURNMENT

The meeting adjourned at 12:17 pm.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

Joel T.S. Greer, Mayor

Shari L. Coughenour, CMC, City Clerk

Advertising	
T-R/1	84.41
Consulting & Professional Fees	
AHLERS.COONEY/2	436.50
BERENS-TATE/1	3,000.00
Bernie.Lowe/1	894.82
Bernie.Lowe.Asc/1	2,898.00
Bolton&Menk.Inc/2	19,861.93
Fox.Engrg.Assc/3	11,350.00
GTG.Architects/1	5,738.44
Howard.R.Green/1	20,803.25
Iowa.One.Call/2	327.10
Simmering-Cory/2	2,425.00
Contracts	
Andrews,J/1	250.00
Animal.Clinic/1	99.98
Aramark.Unfrm/4	90.05
Backflow.Preven/2	707.30
Bacon,D/1	300.00
Bacon,K/1	75.00
Bohan,M/1	100.00
Broshar,M/1	75.00
Central.Ia.Fair/1	5,000.00
Devig,T/1	610.00
Gilbertson,R/1	100.00
Hanke,R/2	508.75
Ia.Div.Labor/1	40.00
IA.Dpt.Safety/3	3,234.00
Johnson.Control/3	1,154.22
Koch.Brthrs/2	241.52
LEROY.MORFORD.C/1	985.00
Marsh.Co.Landfi/2	59.40
Mike.Turf/2	647.00
Mtown.CVB/1	53,411.46
Mtn.Aviation/1	642.00
Pietig,C/1	250.00
Premier.Equip/6	240.77
Safety-Kleen/1	552.70
Safeware.Inc/2	5,817.07
Schendel.Pest.C/4	142.50
Schumacher.Elev/3	618.62
Stone.Sanit/2	1,257.93
Tyler.Technolog/3	7,100.00
Weir,C/1	75.00
Xerox.Corp/6	105.65
YMCA.YWCA/1	27,500.00
Zuercher.Techng/2	20,250.00
Equipment	
LEROY.MORFORD.C/1	16,031.00
Medical	
Bernie.Lowe/1	3,731.62
Medtrak.Service/2	690.42
Wellmark.Inc./1	67,160.62
Payroll.Deductions	
American.Educa./1	64.41
AXA/1	425.00
Collection.Svs./5	1,391.56
Colonial.Life/1	413.55
Fidelity.Securi/2	401.96
I.R.S./6	78,678.10
IA.Treasurer/4	19,697.00
ICMA.457/11	11,060.95
IUPAT.PPME/1	893.87
MarshCo.Sheriff/1	451.65
Meskwaki Nation/1	300.34
OCWEN.Loan/1	482.00
Polk.Co.Sheriff/1	330.07
Teamsters238/2	1,817.56
Texas.Child.Sup/2	252.57
TotalAdmin.Serv/4	7,867.26
Payroll.Net	
Payroll/1	282,734.75
Refund/Reimbursed	
Albee,D/1	41.18
Bell,G/1	30.31
Diggins,R/1	45.29
Dillingham,D/1	23.06
Gligen,R/1	31.33
Hastings,J/1	24.76
Hill,J/1	52.66
IA.Treasurer/1	17.00
Jeffrey.Paul.Ho/1	27.72
Keely,H/1	35.25
Kelly,D/1	43.33
Klaas,T/1	5.96
Koch.Jr.,Mel/1	38.68
Ladehoff,D/1	59.15
Ladehoff,M/1	25.88
Lavender,C/1	60.30
Marshall.Co.Tax/3	3,074.51
McLain,L/1	21.76
Million,D/1	39.17
Sample,R/1	19.25
Tietje,J/1	27.72
TotalAdmin.Serv/1	-2,367.32
Vanmeter.Assoc/1	35.48
Vasquez,D/1	168.38
Wegner,J/1	38.68
Zahnd,D/1	60.30
Rents/Leases	
Hsg.Auth.CookCo/1	720.00
Service/Repairs	

Airgas.U.S.A./1	48.23
American.P.W.A/3	990.00
B&G.HVAC.INC/2	626.00
Background.Inv./5	227.05
Black.Tire.Bike/1	62.00
Century.Link/29	287.11
Centurylink.Id/6	10.11
Daves.Crane/1	1,787.50
Devig,T/20	1,748.00
Gale-Hazen,E/1	45.00
Gale-Hazen,K/1	127.50
Hannam.Autom/2	115.00
Hartwig.Plmbg/2	1,350.85
Hibbs,R/1	300.00
Hsg.Auth.CookCo/1	34.58
Ia.Div.Labor/1	120.00
IA.Pump.Works/1	2,295.06
IA.Treasurer/2	16,460.00
Interstate.Powe/1	1,403.07
Jensen.Inc/1	354.52
Jordans.Carpet/1	95.00
Kapaun.Brown/1	152.00
Ledford,M/1	525.00
McAtee.Tire/3	3,784.00
MIDWEST.CONSTR/1	51,485.40
Mtn.Aviation/2	1,893.19
Partner.Comm/2	1,789.78
Racom.Corp/9	1,719.50
Stone.Sanit/1	1,039.15
US.Yellow.Pgs/1	229.00
Vajgrt.R/1	36.00
Verizon.Wireles/12	1,630.86
Zamora,R/1	45.00
Ziegler/1	772.94
Supplies/Parts	
Acco.Unlimited/2	1,827.02
Adland.Engrvg/1	4,405.35
Airgas.U.S.A./2	54.32
Aramark.Unfrm/1	43.70
Arnold.Motor.Su/5	269.55
Atlantic.Bottli/1	1,041.47
B&G.HVAC.INC/1	25.00
Barco.MuniProd/1	357.88
Browns.Shoe.Fit/17	1,106.92
Carpenter.Unfrm/3	864.00
Cessford.Constr/2	5,989.33
Chemsearch/1	459.70
Cntrl.IA.Distr/2	1,326.90
Cntrl.IA.Farm/3	325.37
Cntrl.Office/1	6.39
Concrete/5	939.44
CORE.MAIN.LLP/2	316.60
Coro.Medical/2	2,344.50
Crescnt.Electrc/2	252.26
Crop.Production/2	998.00
Dave.WrightCDRJ/1	182.11
Diamond.Vogel/4	1,313.95
Electric.Pump/1	770.19
Electric.Supply/1	149.75
Entenmann.Rovin/1	276.25
Fastenal.Co/1	31.45
Galls.LLC/9	3,380.65
Gervich.Sons/1	23.00
Graymont.Lime/1	4,471.27
Hach.Co/2	231.81
IA.Prison.Ind/2	1,115.36
In.Stitches/2	38.50
Kapaun.Brown/1	90.00
Kieslers/1	4,066.44
Lift.U/1	752.70
Marsh.Co.Engr/20	21,398.35
Midland.Scienti/3	360.08
Minuteman/4	305.69
MONDI.BAGS/1	7,914.99
Motion.Industry/2	102.61
Mtn.Aviation/3	108.91
Napa.Auto/6	685.55
Northern.Lights/3	1,848.95
Northern.Sfty.C/1	169.34
Oreilly.Automot/1	127.84
Praetorian.Digi/1	3,055.00
Racom.Corp/1	195.00
Safe.Kids.Iowa/3	671.39
Showroom.Auto/1	16.95
Storey.Kenwrthy/2	79.21
Streichers.Inc/8	7,685.69
Testamerica/1	88.20
Those.Ink.Guys/1	34.95
Tri.State.Lock/1	2.00
Vajgrt.R/1	42.00
WW.Grainger/1	300.96
Ziegler/4	1,497.33
Travel/Training	
Olson,R/1	86.42
Utilities	
AlliantEnergy/43	28,728.69
Consumr.Energy/2	429.52
Mtn.Wtrwrks/1	1,033.55
WoodRiver.Enrgy/2	79.47
Total/483	907,820.59



Jill Petermeier
Human Resource Director
24 North Center Street
Marshalltown, IA 50158
Tel (641) 754-5704 Fax (641) 844-1899
jpetermeier@marshalltown-ia.gov

To: Civil Service Commission

From: Michael Tupper, Police Chief
Michael Hanken, Captain
Jill Petermeier, Human Resource Director

Re: Police Officer New Hire List

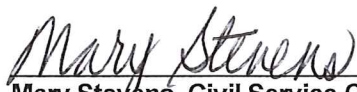
After reviewing all applicants and their qualifications, the following persons were tested and considered to best meet the qualifications for the above listed position and are ranked as follows:

Rank	Name	Score (Actual/Total Possible)
1	Tyler Cavenas	243/335
2	Garcia Daniel*	241/335
3	Brandon Lenehan	223/335
4	Anthony Baldazo	199/335
5	William Heinrichs*	199/335
6	Curtis Bolton*	193/335
7	Joseph Paige	186/335
8	Shawn Ash	179/335
9	Joseph Cronin	176/335

*Veteran's Preference

This list shall be valid for a period not to exceed June 13, 2019.

Certified by Civil Service Commission on June 13, 2018.



Mary Stevens, Civil Service Commission Chair

Attest:



Shari Coughenour, Clerk of the Commission



Jill Petermeier
Human Resource Director
24 North Center Street
Marshalltown, IA 50158
Tel (641) 754-5704 Fax (641) 844-1899
jpetermeier@marshalltown-ia.gov

To: Civil Service Commission

From: Michael Tupper, Police Chief
Michael Hanken, Captain

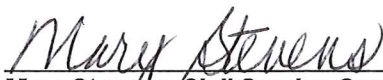
Re: Records Clerk New Hire List

After reviewing all applicants and their qualifications, the following persons were tested and considered to best meet the qualifications for the above listed position and are ranked as follows:

Sarah Lewis 173/210

This list shall be valid for a period not to exceed June 13, 2019.

Certified by Civil Service Commission on June 13, 2018.



Mary Stevens, Civil Service Commission Chair

Attest:



Shari Coughenour, Clerk of the Commission



Jill Petermeier
Human Resource Director
24 North Center Street
Marshalltown, IA 50158
Tel (641) 754-5704 Fax (641) 8441899
jpetermeier@ci.marshalltown.ia.us

To: Civil Service Commission

From: Justin Nickel, Public Works Director
Troy McGahuey, Sewer Superintendent
Jill Petermeier, Human Resource Director

Re: Certified Hire List

Position: Sewer Maintenance Worker I

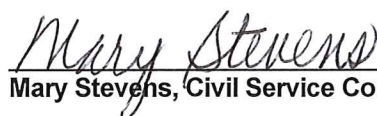
After reviewing all applicants and their qualifications, the following person was tested and considered to best meet the qualifications for the above listed position:

Ronald McWilliams	(270/441)
Dennis Tuttle	(270/441)
Marshal McFarland	(260/441)
Jeffery Heinrichs	(255/441)
Joseph Stanton	(250/441)
Lucas Reinert	(245/441)
Nick Betts	(242/441)

This list shall be valid for a period not to exceed June 13, 2019.

Date List Certified by Civil Service Commission:

June 13, 2018


Mary Stevens, Civil Service Commission Chair

Attest:


Shari Coughenour, Clerk of the Commission



Joel Greer, Mayor
Jessica Kinser, Administrator
Diana Steiner, Finance Director
24 North Center Street
Marshalltown, IA 50158-4911
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FINANCE DEPARTMENT

June 21, 2018

To: Mayor Joel Greer
Members of the City Council

From: Finance Department

Re: May Monthly Financial Statements

Policy Issue: N/A

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

Background: The Finance department has prepared and reconciled the May 2018 financial statements for your review. The budgeted amounts now reflect the second budget amendment approved in May. 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 11 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.

Items of interest this month:

*The Police & Fire Building expenses were \$1 million, primarily from steel, masonry, alum. storefronts, gypsum walls, electric work and plumbing work, and fiber cable.

*Semi-annual bond payments were made in the amount of \$6.3 million.

*There were 3 payrolls in May.

Attachment: May 2018 Financial Statements

cc: Jessica Kinser, City Administrator

City Council
Susan Cahill, Leon Lamer, Mike Gowdy,
Al Hoop, Gabriel Isom, Bill Martin, Bethany Wirin



MARSHALLTOWN

IOWA

Fund Balance Report
As Of 05/31/18

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
001 - GENERAL FUND	1,010,518.57	14,066,080.34	13,659,816.39	1,416,782.52
010 - CASH FLOW RESERVE FUND	2,067,220.00	17,094.87	-	2,084,314.87
030 - CAPITAL RESERVE	222,656.03	545,124.69	570,341.14	197,439.58
031 - CAPITAL RSRV-BLDG MAINT	433,540.11	18,065.56	12,300.00	439,305.67
032 - CIP LARGE VEHICLE/EQUIPMENT	-	106,000.00	-	106,000.00
050 - COLISEUM ACTIVITY FUND	3,996.94	30,679.55	52,856.38	(18,179.89)
110 - ROAD USE TAX	4,812,368.51	3,244,725.43	3,222,644.32	4,834,449.62
112 - EMPLOYEE BENEFITS FUND	2,261,648.85	2,203,640.80	1,800,806.85	2,664,482.80
117 - POLICE/FIRE RETIREMENT	599,680.42	1,149,660.95	1,026,952.09	722,389.28
119 - EMERGENCY FUND	-	226,342.60	130,617.41	95,725.19
121 - LOCAL OPTION SALES TAX	5,263,028.64	3,048,914.17	4,171,440.15	4,140,502.66
125 - TAX INCREMENT FINANCING	936,710.02	198,349.12	602,880.83	532,178.31
130 - CITY TORT LIABILITY	97,286.38	80,333.49	106,099.05	71,520.82
131 - SPECIAL ASSESSMENTS SURPLUS	-	-	-	-
132 - GRANTS-STATE/LOCAL AGENCIES	3,591.05	45,343.82	60,289.07	(11,354.20)
133 - UNDESIGNATED FEDERAL GRANTS	-	-	-	-
140 - PARK & REC DONATION FUND	98,892.74	183,912.12	215,992.68	66,812.18
141 - MTOWN TENNIS ASSOC	1,664.12	19.02	-	1,683.14
142 - SOFTBALL ASSOCIATION FUND	11,335.24	13,284.69	17,196.42	7,423.51
143 - NICHOLSON FORD REAP GRANT	-	-	-	-
144 - LIVE HEALTHY IOWA	5,307.70	56.28	381.48	4,982.50
150 - COPS FAST GRANTS	(5,385.09)	36,626.09	53,252.34	(22,011.34)
151 - DEPT OF JUSTICE GRANTS	(1,434.78)	14,537.02	13,098.91	3.33
152 - POLICE UNDESIGNATED GRANTS	(7,518.79)	90,704.38	90,840.89	(7,655.30)
153 - POLICE DEPT DONATION FUND	104,225.71	58,010.96	13,365.98	148,870.69
156 - FIRE DEPT DONATION FUND	3,198.21	28,896.34	14,464.71	17,629.84
157 - FIRE DEPT GRANTS	4,548.87	52.00	-	4,600.87
160 - ECONOMIC DEVELOPMENT GIFT	49,354.02	563.93	-	49,917.95
161 - SURETY DEPOSITS/SUBDIVIDER	10,296.52	117.64	-	10,414.16
170 - LIBRARY DONATION FUND	91,026.00	25,123.11	19,721.26	96,427.85
177 - SEIZED ASSETS (POLICE)	32,209.73	14,030.72	6,051.91	40,188.54
179 - OTHER COMM AND ECON DEVELOPMENT	-	207,270.78	45,219.03	162,051.75
180 - HOUSING GRANTS	35,462.31	768.88	19,854.95	16,376.24
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	1,220,908.38	1,327,136.65	82,958.74
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)	804,765.61	726,387.46	-
190 - 911 SURCHARGE	530,417.81	307,380.75	211,652.81	626,145.75
200 - GO BONDS DEBT FUND	207,473.39	4,272,859.50	4,423,872.50	56,460.39
300 - CIP COLLECTION FUND	369,047.84	569,101.04	649,403.47	288,745.41

310 - FEDERAL STREET GRANTS	(877,399.09)	808,731.43	1,316.60	(69,984.26)
311 - RISE STREET GRANTS	(98,178.29)	-	-	(98,178.29)
312 - AIRPORT PROJECT FUND	(78,886.16)	445,731.00	490,200.01	(123,355.17)
320 - SPECIAL ASSESSMENT PROJECTS	(47,080.95)	7,779.00	-	(39,301.95)
340 - BIKE PATH PROJECT FUND	92,501.58	696,825.26	1,010,591.53	(221,264.69)
341 - TREES FOREVER PROJECT	1,196.00	5,910.66	4,708.95	2,397.71
350 - GO BONDS CAPITAL PROJECTS	8,388.19	95.85	-	8,484.04
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	12,902,407.54	3,830,435.01	12,564,972.46
355 - 2015 GO BONDS (D&D)	169,029.14	2,506.81	59,685.04	111,850.91
356 - 2016 BONDS - STREET PROJECTS	1,847,200.44	1,625,480.77	3,583,655.65	(110,974.44)
357 - 2018 CY STREET PROJECTS	-	-	14.91	(14.91)
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	-	16,228.89	(1,666.99)
392 - TIF DISTRICT III CAP PROJECTS	7,851.75	34.27	62,499.11	(54,613.09)
393 - TIF DISTRICT IV CAP PROJECTS	(2,477.30)	88,907.90	96,756.85	(10,326.25)
610 - WATER POLLUTION CONTROL	2,002.91	5,998,199.03	5,971,569.38	28,632.56
611 - WPCP REVENUE	8,948,596.83	6,982,072.32	5,990,768.69	9,939,900.46
612 - WPCP REVENUE BOND FUND	311,843.76	2,058.74	448,559.73	(134,657.23)
613 - SEWER I/I PROJECT	-	-	-	-
614 - WPCP CAPITAL IMPROVEMENT RSRV	1,006,916.01	11,505.39	-	1,018,421.40
615 - WPCP PLANT & IMPROVEMENTS	-	-	390.00	(390.00)
616 - SANITARY SEWER REHAB PROJECT	0.10	290,150.80	355,908.58	(65,757.68)
617 - SANITARY SEWER NEW CONSTRUCTN	68,659.26	21,000.00	-	89,659.26
690 - TRANSIT OPERATING	117,704.41	504,259.56	604,060.16	17,903.81
691 - PARA TRANSIT	-	-	-	-
740 - STORM SEWER UTILITY	1,177,576.25	1,335,568.76	721,010.48	1,792,134.53
741 - 2016 GO STORM WATER PROJ	1,800,530.26	25,487.40	231,562.94	1,594,454.72
750 - COMPOSTING FACILITY	179,366.73	62,921.57	54,392.81	187,895.49
760 - P&R CONCESSIONS ENTERPRISE	10,326.18	22,568.50	50,563.27	(17,668.59)
881 - OCCUPATIONAL INSURANCE ESCROW	(849.93)	122,070.64	41,660.88	79,559.83
884 - GROUP HEALTH INSURANCE ESCROW	2,655,233.60	2,393,592.30	2,517,336.76	2,531,489.14
885 - FLEXIBLE BENEFITS FUND	-	-	-	-
886 - WORKMAN'S COMP DEDUCTIBLE FUND	37,319.60	424.70	438.24	37,306.06
899 - INVENTORY FUND	-	-	-	-
910 - POLICE PENSION - T & A	-	7,853.10	9,423.72	(1,570.62)
913 - 911 COMMISION	-	224,802.94	310,128.80	(85,325.86)
950 - SUBDIVIDER IMPROVEMENT ESCROW	-	-	-	-
951 - SALES TAX REIMBURSEMENT	1,523.34	2,926.96	6,917.83	(2,467.53)
952 - SURETY BONDS/DEPOSITS	1,501.21	462.57	-	1,963.78
953 - IA STATE SLEUTH USR GRP	14,971.67	-	-	14,971.67
954 - FRIENDS OF THE LIBRARY	-	-	-	-
955 - WATER WORKS ASSESSMENTS	-	-	-	-
991 - GOVERNMENTAL ASSETS	-	-	-	-
TOTALS	40,245,194.83	67,501,938.13	59,847,098.50	47,900,034.46

MARSHALLTOWN

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CASH & INVESTMENTS
Month Ending 05/31/18

Account	Name	Ending Balance	Interest Rate
BalObject: 0110 - US Bank Acct			
999.0110.000	CASH US BANK	36,747.58	0.00
	Total BalObject: 0110 - US Bank Acct:	36,747.58	
BalObject: 0111 - UB&T Operating			
999.0111.000	UB&T Operating	10,041,571.23	2.14
	Total BalObject: 0111 - UB&T Operating:	10,041,571.23	
BalObject: 0112 - UB&T AP			
999.0112.000	UB&T AP	11,640.02	2.14
	Total BalObject: 0112 - UB&T AP:	11,640.02	
BalObject: 0113 - UB&T Payroll			
999.0113.000	UB&T Payroll	42,650.34	2.14
	Total BalObject: 0113 - UB&T Payroll:	42,650.34	
BalObject: 0114 - UB&T Dev Inspections			
999.0114.000	UB&T Dev Inspections	30,664.30	2.14
	Total BalObject: 0114 - UB&T Dev Inspections:	30,664.30	
BalObject: 0115 - UB&T HUD Admin			
999.0115.000	UB&T HUD Admin	115,061.71	2.14
	Total BalObject: 0115 - UB&T HUD Admin:	115,061.71	
BalObject: 0116 - UB&T HUD HAP			
999.0116.000	UB&T HUD HAP	40,292.11	2.14
	Total BalObject: 0116 - UB&T HUD HAP:	40,292.11	
BalObject: 0117 - UB&T Police			
999.0117.000	UB&T Police	25,464.30	2.14
	Total BalObject: 0117 - UB&T Police:	25,464.30	
BalObject: 0120 - PETTY CASH			
610.0120.000	PETTY CASH	200.00	2.14
750.0120.000	PETTY CASH	200.00	2.14
760.0120.000	PETTY CASH	300.00	2.14
	Total BalObject: 0120 - PETTY CASH:	700.00	
001.0121.000	PETTY CASH-SWIMMING POOLS	300.00	2.14
	Total BalObject: 0121 - PETTY CASH-SWIMMING POOLS:	300.00	
BalObject: 0122 - PETTY CASH-CITY CLERK			
001.0122.000	PETTY CASH-CITY CLERK	400.00	2.14
	Total BalObject: 0122 - PETTY CASH-CITY CLERK:	400.00	
BalObject: 0123 - PETTY CASH-LIBRARY			
001.0123.000	PETTY CASH-LIBRARY	100.00	2.14
	Total BalObject: 0123 - PETTY CASH-LIBRARY:	100.00	
BalObject: 0125 - PETTY CASH-PARK			
001.0125.000	PETTY CASH-PARK	200.00	2.14
	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	2.14
Total BalObject: 0130 - CASH HELD BY INSUR ADMI:		1.00	
BalObject: 0216 - GREAT WESTERN BANK MM			
354.0216.000	GREAT WESTERN BANK MM	552,769.78	1.92
741.0216.000	GREAT WESTERN BANK MM	1,655,672.42	1.92
999.0216.000	GREAT WESTERN BANK MM	3,030,526.03	1.92
Total BalObject: 0216 - GREAT WESTERN BANK MM:		5,238,968.23	
BalObject: 0242 - GREAT WESTRN CD (91-365 DYS)			
121.0242.000	GREAT WESTRN CD (91-364 DAYS)	500,000.00	1.63
354.0242.000	GREAT WESTERN CD(91-364)	1,750,000.00	1.63--2.10
Total BalObject: 0242 - GREAT WESTRN CD (91-365 DYS):		2,250,000.00	
BalObject: 0243 - GNB CD (91-364 DYS)			
354.0243.000	GNB CD (91-364 DAYS)	5,510,974.69	1.52--1.71
611.0243.000	GNB CD (91-364 DAYS)	503,290.96	2.15
Total BalObject: 0243 - GNB CD (91-364 DYS):		6,014,265.65	
BalObject: 0247 - FRMRS SVGS BK CD (91-365)			
121.0247.000	FRMRS SVGS BK CD (91-364 DAYS)	500,000.00	2.06
354.0247.000	FRMRS SVGS BK CD (91-364 DAYS)	2,005,016.50	1.82--1.99
999.0247.000	FRMRS SVGS BK CD (91-364 DAYS)	504,881.95	1.70
Total BalObject: 0247 - FRMRS SVGS BK CD (91-365):		3,009,898.45	
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)	3,003,283.97	1.31-2.28
Total BalObject: 0252 - GNB 365 INV:		5,506,567.94	
BalObject: 0262 - GREAT WESTERN BANK (> 1 YR CD)			
010.0262.000	GREAT WESTRN CD (365 DAYS)	1,000,000.00	1.48--2.02
121.0262.000	GREAT WESTERN CD (365 Days)	1,000,000.00	1.68--1.81
611.0262.000	GREAT WESTRN CD (365 DAYS)	1,000,000.00	1.44--2.41
999.0262.000	GREAT WESTRN CD (365 DAYS)	6,000,000.00	1.41--2.41
Total BalObject: 0262 - GREAT WESTERN BANK (> 1 YR CD):		9,000,000.00	
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)	3,015,825.34	1.35--2.46
Total BalObject: 0266 - CENTRAL STATE BANK CD (> 1 YR):		4,026,950.69	
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)	1,000,000.00	1.44--1.85
Total BalObject: 0267 - FARMERS CD (> 1 YR):		2,000,000.00	
BalObject:9999 - POOLED CASH			
999.0999.000	POOLED CASH	7,590.91	0.00
TOTAL POOLED CASH:		7,590.91	
Grand Totals:		47,900,034.46	

Account Typ...	May Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 001 - GENERAL FUND					
Revenue	837,867.81	14,576,624.59	14,066,080.34	-510,544.25	15,901,995.00
Expense	1,482,140.64	14,440,953.89	13,659,816.39	781,137.50	15,754,900.00
Total Fund: 001 - GENERAL FUND:	-644,272.83	135,670.70	406,263.95	270,593.25	147,095.00
Fund: 010 - CASH FLOW RESERVE FUND					
Revenue	1,743.89	14,660.80	17,094.87	2,434.07	16,000.00
Total Fund: 010 - CASH FLOW RESERVE FUND:	1,743.89	14,660.80	17,094.87	2,434.07	16,000.00
Fund: 030 - CAPITAL RESERVE					
Revenue	317.54	539,665.28	545,124.69	5,459.41	588,726.00
Expense	20,750.67	743,010.40	570,341.14	172,669.26	810,882.00
Total Fund: 030 - CAPITAL RESERVE:	-20,433.13	-203,345.12	-25,216.45	178,128.67	-222,156.00
Fund: 031 - CAPITAL RSRV-BLDG MAINT					
Revenue	706.53	2,748.90	18,065.56	15,316.66	3,000.00
Expense	0.00	235,763.99	12,300.00	223,463.99	257,300.00
Total Fund: 031 - CAPITAL RSRV-BLDG MAINT:	706.53	-233,015.09	5,765.56	238,780.65	-254,300.00
Fund: 032 - CIP LARGE VEHICLE/EQUIPMENT					
Revenue	106,000.00	97,166.63	106,000.00	8,833.37	106,000.00
Total Fund: 032 - CIP LARGE VEHICLE/EQUIPMENT:	106,000.00	97,166.63	106,000.00	8,833.37	106,000.00
Fund: 050 - COLISEUM ACTIVITY FUND					
Revenue	41.36	37,731.21	30,679.55	-7,051.66	41,173.00
Expense	3,849.46	41,388.38	52,856.38	-11,468.00	45,170.00
Total Fund: 050 - COLISEUM ACTIVITY FUND:	-3,808.10	-3,657.17	-22,176.83	-18,519.66	-3,997.00
Fund: 110 - ROAD USE TAX					
Revenue	330,952.45	3,115,420.00	3,244,725.43	129,305.43	3,400,000.00
Expense	73,998.40	3,546,621.65	3,222,644.32	323,977.33	3,870,588.00
Total Fund: 110 - ROAD USE TAX:	256,954.05	-431,201.65	22,081.11	453,282.76	-470,588.00
Fund: 112 - EMPLOYEE BENEFITS FUND					
Revenue	27,063.62	2,386,105.48	2,203,640.80	-182,464.68	2,604,066.00
Expense	13,366.51	2,527,912.53	1,800,806.85	727,105.68	2,757,724.00
Total Fund: 112 - EMPLOYEE BENEFITS FUND:	13,697.11	-141,807.05	402,833.95	544,641.00	-153,658.00
Fund: 117 - POLICE/FIRE RETIREMENT					
Revenue	89,754.71	1,067,626.78	1,149,660.95	82,034.17	1,165,150.00
Expense	34.59	1,052,243.94	1,026,952.09	25,291.85	1,148,362.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 05/31/2018

Account Typ...	May Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Total Fund: 117 - POLICE/FIRE RETIREMENT:	89,720.12	15,382.84	122,708.86	107,326.02	16,788.00
Fund: 119 - EMERGENCY FUND					
Revenue	17,557.22	209,629.97	226,342.60	16,712.63	228,779.00
Expense	0.00	209,630.19	130,617.41	79,012.78	228,779.00
Total Fund: 119 - EMERGENCY FUND:	17,557.22	-0.22	95,725.19	95,725.41	0.00
Fund: 121 - LOCAL OPTION SALES TAX					
Revenue	246,526.28	3,225,376.00	3,048,914.17	-176,461.83	3,520,000.00
Expense	917,195.75	4,367,995.61	4,171,440.15	196,555.46	4,766,981.00
Total Fund: 121 - LOCAL OPTION SALES TAX:	-670,669.47	-1,142,619.61	-1,122,525.98	20,093.63	-1,246,981.00
Fund: 125 - TAX INCREMENT FINANCING					
Revenue	14,522.82	174,572.53	198,349.12	23,776.59	190,519.00
Expense	345,580.80	634,401.68	602,880.83	31,520.85	692,164.00
Total Fund: 125 - TAX INCREMENT FINANCING:	-331,057.98	-459,829.15	-404,531.71	55,297.44	-501,645.00
Fund: 130 - CITY TORT LIABILITY					
Revenue	755.93	91,958.68	80,333.49	-11,625.19	100,359.00
Expense	640.90	106,584.72	106,099.05	485.67	116,321.00
Total Fund: 130 - CITY TORT LIABILITY:	115.03	-14,626.04	-25,765.56	-11,139.52	-15,962.00
Fund: 132 - GRANTS-STATE/LOCAL AGENCIES					
Revenue	0.00	105,592.52	45,343.82	-60,248.70	115,200.00
Expense	39,277.87	105,374.50	60,289.07	45,085.43	115,000.00
Total Fund: 132 - GRANTS-STATE/LOCAL AGENCIES:	-39,277.87	218.02	-14,945.25	-15,163.27	200.00
Fund: 140 - PARK & REC DONATION FUND					
Revenue	2,415.75	139,036.37	183,912.12	44,875.75	151,700.00
Expense	6,381.18	187,384.45	215,992.68	-28,608.23	204,420.00
Total Fund: 140 - PARK & REC DONATION FUND:	-3,965.43	-48,348.08	-32,080.56	16,267.52	-52,720.00
Fund: 141 - MTOWN TENNIS ASSOC					
Revenue	2.71	10.89	19.02	8.13	12.00
Total Fund: 141 - MTOWN TENNIS ASSOC:	2.71	10.89	19.02	8.13	12.00
Fund: 142 - SOFTBALL ASSOCIATION FUND					
Revenue	11.94	24,584.12	13,284.69	-11,299.43	26,830.00
Expense	2,677.83	24,585.66	17,196.42	7,389.24	26,830.00
Total Fund: 142 - SOFTBALL ASSOCIATION FUND:	-2,665.89	-1.54	-3,911.73	-3,910.19	0.00
Fund: 144 - LIVE HEALTHY IOWA					
Revenue	8.01	5,896.33	56.28	-5,840.05	6,435.00
Expense	0.00	6,927.03	381.48	6,545.55	7,558.00
Total Fund: 144 - LIVE HEALTHY IOWA :	8.01	-1,030.70	-325.20	705.50	-1,123.00
Fund: 150 - COPS FAST GRANTS					
Revenue	0.00	40,501.34	36,626.09	-3,875.25	44,201.00
Expense	10,765.44	40,501.12	53,252.34	-12,751.22	44,201.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 05/31/2018

Account Typ...	May Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Total Fund: 150 - COPS FAST GRANTS:	-10,765.44	0.22	-16,626.25	-16,626.47	0.00
Fund: 151 - DEPT OF JUSTICE GRANTS					
Revenue	0.00	21,074.90	14,537.02	-6,537.88	23,000.00
Expense	0.00	21,074.90	13,098.91	7,975.99	23,000.00
Total Fund: 151 - DEPT OF JUSTICE GRANTS:	0.00	0.00	1,438.11	1,438.11	0.00
Fund: 152 - POLICE UNDESIGNATED GRANTS					
Revenue	12,468.84	89,330.01	90,704.38	1,374.37	97,490.00
Expense	6,966.82	89,330.01	90,840.89	-1,510.88	97,490.00
Total Fund: 152 - POLICE UNDESIGNATED GRANTS:	5,502.02	0.00	-136.51	-136.51	0.00
Fund: 153 - POLICE DEPT DONATION FUND					
Revenue	8,400.72	7,055.51	58,010.96	50,955.45	7,700.00
Expense	3,498.43	11,820.27	13,365.98	-1,545.71	12,900.00
Total Fund: 153 - POLICE DEPT DONATION FUND:	4,902.29	-4,764.76	44,644.98	49,409.74	-5,200.00
Fund: 156 - FIRE DEPT DONATION FUND					
Revenue	28.35	18,390.13	28,896.34	10,506.21	20,070.00
Expense	211.70	18,328.09	14,464.71	3,863.38	20,000.00
Total Fund: 156 - FIRE DEPT DONATION FUND:	-183.35	62.04	14,431.63	14,369.59	70.00
Fund: 157 - FIRE DEPT GRANTS					
Revenue	7.40	27.39	52.00	24.61	30.00
Total Fund: 157 - FIRE DEPT GRANTS:	7.40	27.39	52.00	24.61	30.00
Fund: 160 - ECONOMIC DEVELOPMENT GIFT					
Revenue	80.28	320.65	563.93	243.28	350.00
Total Fund: 160 - ECONOMIC DEVELOPMENT GIFT:	80.28	320.65	563.93	243.28	350.00
Fund: 161 - SURETY DEPOSITS/SUBDIVIDER					
Revenue	16.75	64.13	117.64	53.51	70.00
Total Fund: 161 - SURETY DEPOSITS/SUBDIVIDER:	16.75	64.13	117.64	53.51	70.00
Fund: 170 - LIBRARY DONATION FUND					
Revenue	906.95	18,898.66	25,123.11	6,224.45	20,625.00
Expense	1,715.24	21,716.31	19,721.26	1,995.05	23,700.00
Total Fund: 170 - LIBRARY DONATION FUND:	-808.29	-2,817.65	5,401.85	8,219.50	-3,075.00
Fund: 177 - SEIZED ASSETS (POLICE)					
Revenue	526.83	9,392.02	14,030.72	4,638.70	10,250.00
Expense	433.60	2,748.90	6,051.91	-3,303.01	3,000.00
Total Fund: 177 - SEIZED ASSETS (POLICE):	93.23	6,643.12	7,978.81	1,335.69	7,250.00
Fund: 179 - OTHER COMM AND ECON DEVELOPMENT					
Revenue	331.63	142,163.89	207,270.78	65,106.89	155,150.00
Expense	14,677.28	71,991.26	45,219.03	26,772.23	78,568.00
Total Fund: 179 - OTHER COMM AND ECON DEVELOPMENT:	-14,345.65	70,172.63	162,051.75	91,879.12	76,582.00

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For Fiscal: Current Period Ending: 05/31/2018

Account Typ...	May Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 180 - HOUSING GRANTS					
Revenue	26.34	7,951.90	768.88	-7,183.02	8,675.00
Expense	9,154.53	25,261.94	19,854.95	5,406.99	27,570.00
Total Fund: 180 - HOUSING GRANTS:	-9,128.19	-17,310.04	-19,086.07	-1,776.03	-18,895.00
Fund: 181 - (D)HUD LEAD GRANT					
Expense	0.00	0.00	12.37	-12.37	0.00
Total Fund: 181 - (D)HUD LEAD GRANT:	0.00	0.00	12.37	-12.37	0.00
Fund: 182 - #4 HUD LEAD GRANT					
Expense	0.00	0.00	9,267.11	-9,267.11	0.00
Total Fund: 182 - #4 HUD LEAD GRANT:	0.00	0.00	9,267.11	-9,267.11	0.00
Fund: 184 - VOUCHERS - 002, 003					
Revenue	123,062.84	1,277,899.37	1,220,908.38	-56,990.99	1,394,630.00
Expense	126,639.17	1,303,978.50	1,327,136.65	-23,158.15	1,423,092.00
Total Fund: 184 - VOUCHERS - 002, 003:	-3,576.33	-26,079.13	-106,228.27	-80,149.14	-28,462.00
Fund: 186 - CBDG GRANTS-NSP					
Revenue	0.00	73,534.67	80,239.54	6,704.87	80,247.00
Expense	0.00	55,407.66	60,564.21	-5,156.55	60,470.00
Total Fund: 186 - CBDG GRANTS-NSP:	0.00	18,127.01	19,675.33	1,548.32	19,777.00
Fund: 187 - HUD LEAD MATCH					
Expense	0.00	0.00	40,262.42	-40,262.42	0.00
Total Fund: 187 - HUD LEAD MATCH:	0.00	0.00	40,262.42	-40,262.42	0.00
Fund: 188 - #5 HUD LEAD GRANT					
Revenue	0.00	737,677.49	804,765.61	67,088.12	804,752.00
Expense	0.00	664,646.40	726,387.46	-61,741.06	725,182.00
Total Fund: 188 - #5 HUD LEAD GRANT:	0.00	73,031.09	78,378.15	5,347.06	79,570.00
Fund: 190 - 911 SURCHARGE					
Revenue	49,661.97	274,890.00	307,380.75	32,490.75	300,000.00
Expense	6,564.80	761,106.39	211,652.81	549,453.58	830,418.00
Total Fund: 190 - 911 SURCHARGE:	43,097.17	-486,216.39	95,727.94	581,944.33	-530,418.00
Fund: 200 - GO BONDS DEBT FUND					
Revenue	1,440,542.03	3,939,362.02	4,272,859.50	333,497.48	4,299,084.00
Expense	4,118,848.25	4,055,714.63	4,423,872.50	-368,157.87	4,424,418.00
Total Fund: 200 - GO BONDS DEBT FUND:	-2,678,306.22	-116,352.61	-151,013.00	-34,660.39	-125,334.00
Fund: 300 - CIP COLLECTION FUND					
Revenue	44,356.80	526,364.63	569,101.04	42,736.41	574,445.00
Expense	106,000.00	636,334.93	649,403.47	-13,068.54	694,226.00
Total Fund: 300 - CIP COLLECTION FUND:	-61,643.20	-109,970.30	-80,302.43	29,667.87	-119,781.00
Fund: 310 - FEDERAL STREET GRANTS					
Revenue	0.00	805,489.63	808,731.43	3,241.80	878,716.00

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Account Typ...	May Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Expense	0.00	1,207.25	1,316.60	-109.35	1,317.00
Total Fund: 310 - FEDERAL STREET GRANTS:	0.00	804,282.38	807,414.83	3,132.45	877,399.00
Fund: 312 - AIRPORT PROJECT FUND					
Revenue	0.00	497,370.17	445,731.00	-51,639.17	542,618.00
Expense	0.00	425,087.41	490,200.01	-65,112.60	463,732.00
Total Fund: 312 - AIRPORT PROJECT FUND:	0.00	72,282.76	-44,469.01	-116,751.77	78,886.00
Fund: 320 - SPECIAL ASSESSMENT PROJECTS					
Revenue	0.00	11,728.64	7,779.00	-3,949.64	12,800.00
Total Fund: 320 - SPECIAL ASSESSMENT PROJECTS:	0.00	11,728.64	7,779.00	-3,949.64	12,800.00
Fund: 340 - BIKE PATH PROJECT FUND					
Revenue	534,926.55	821,649.51	696,825.26	-124,824.25	896,397.00
Expense	1,995.00	906,128.96	1,010,591.53	-104,462.57	988,899.00
Total Fund: 340 - BIKE PATH PROJECT FUND:	532,931.55	-84,479.45	-313,766.27	-229,286.82	-92,502.00
Fund: 341 - TREES FOREVER PROJECT					
Revenue	3.86	4,682.26	5,910.66	1,228.40	5,110.00
Expense	3,610.00	2,886.29	4,708.95	-1,822.66	3,150.00
Total Fund: 341 - TREES FOREVER PROJECT:	-3,606.14	1,795.97	1,201.71	-594.26	1,960.00
Fund: 350 - GO BONDS CAPITAL PROJECTS					
Revenue	13.64	0.00	95.85	95.85	0.00
Total Fund: 350 - GO BONDS CAPITAL PROJECTS:	13.64	0.00	95.85	95.85	0.00
Fund: 353 - 2014 GO BONDS					
Revenue	0.00	0.00	13.73	13.73	0.00
Total Fund: 353 - 2014 GO BONDS:	0.00	0.00	13.73	13.73	0.00
Fund: 354 - POLICE & FIRE STATIONS					
Revenue	25,967.86	11,638,476.08	12,902,407.54	1,263,931.46	12,701,600.00
Expense	1,009,857.26	8,246,699.56	3,830,435.01	4,416,264.55	9,000,000.00
Total Fund: 354 - POLICE & FIRE STATIONS:	-983,889.40	3,391,776.52	9,071,972.53	5,680,196.01	3,701,600.00
Fund: 355 - 2015 GO BONDS (D&D)					
Revenue	1,179.89	916.30	2,506.81	1,590.51	1,000.00
Expense	1,200.00	82,467.00	59,685.04	22,781.96	90,000.00
Total Fund: 355 - 2015 GO BONDS (D&D):	-20.11	-81,550.70	-57,178.23	24,372.47	-89,000.00
Fund: 356 - 2016 BONDS - STREET PROJECTS					
Revenue	0.00	1,261,838.38	1,625,480.77	363,642.39	1,377,102.00
Expense	110,974.44	2,954,427.74	3,583,655.65	-629,227.91	3,224,302.00
Total Fund: 356 - 2016 BONDS - STREET PROJECTS:	-110,974.44	-1,692,589.36	-1,958,174.88	-265,585.52	-1,847,200.00
Fund: 357 - 2018 CY STREET PROJECTS					
Revenue	0.00	229,075.00	0.00	-229,075.00	250,000.00
Expense	14.91	229,075.00	14.91	229,060.09	250,000.00

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Account Typ...	May Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Total Fund: 357 - 2018 CY STREET PROJECTS:	-14.91	0.00	-14.91	-14.91	0.00
Fund: 382 - PUBLIC WORKS FACILITY					
Revenue	0.00	4.51	4.46	-0.05	5.00
Expense	0.00	1,164.57	1,270.44	-105.87	1,271.00
Total Fund: 382 - PUBLIC WORKS FACILITY:	0.00	-1,160.06	-1,265.98	-105.92	-1,266.00
Fund: 391 - TIF DISTRICT II CAP PROJECTS					
Expense	16,228.89	0.00	16,228.89	-16,228.89	0.00
Total Fund: 391 - TIF DISTRICT II CAP PROJECTS:	16,228.89	0.00	16,228.89	-16,228.89	0.00
Fund: 392 - TIF DISTRICT III CAP PROJECTS					
Revenue	0.00	22.88	34.27	11.39	25.00
Expense	38,818.70	0.00	62,499.11	-62,499.11	0.00
Total Fund: 392 - TIF DISTRICT III CAP PROJECTS:	-38,818.70	22.88	-62,464.84	-62,487.72	25.00
Fund: 393 - TIF DISTRICT IV CAP PROJECTS					
Revenue	0.00	97,793.85	88,907.90	-8,885.95	106,727.00
Expense	0.00	95,555.13	96,756.85	-1,201.72	104,250.00
Total Fund: 393 - TIF DISTRICT IV CAP PROJECTS:	0.00	2,238.72	-7,848.95	-10,087.67	2,477.00
Fund: 610 - WATER POLLUTION CONTROL					
Revenue	2,281,729.31	6,811.75	5,998,199.03	5,991,387.28	7,431.00
Expense	2,247,324.40	6,743,384.78	5,971,569.38	771,815.40	7,358,587.00
Total Fund: 610 - WATER POLLUTION CONTROL:	34,404.91	-6,736,573.03	26,629.65	6,763,202.68	-7,351,156.00
Fund: 611 - WPCP REVENUE					
Revenue	751,551.15	6,764,947.53	6,982,072.32	217,124.79	7,382,896.00
Expense	2,281,729.31	0.00	5,990,768.69	-5,990,768.69	0.00
Total Fund: 611 - WPCP REVENUE:	-1,530,178.16	6,764,947.53	991,303.63	-5,773,643.90	7,382,896.00
Fund: 612 - WPCP REVENUE BOND FUND					
Revenue	0.00	3,481.94	2,058.74	-1,423.20	3,800.00
Expense	2,926.52	198,692.01	448,559.73	-249,867.72	216,755.00
Total Fund: 612 - WPCP REVENUE BOND FUND:	-2,926.52	-195,210.07	-446,500.99	-251,290.92	-212,955.00
Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV					
Revenue	1,637.92	4,581.50	11,505.39	6,923.89	5,000.00
Total Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV:	1,637.92	4,581.50	11,505.39	6,923.89	5,000.00
Fund: 615 - WPCP PLANT & IMPROVEMENTS					
Expense	0.00	357.28	390.00	-32.72	390.00
Total Fund: 615 - WPCP PLANT & IMPROVEMENTS:	0.00	357.28	390.00	-32.72	390.00
Fund: 616 - SANITARY SEWER REHAB PROJECT					
Revenue	0.00	0.00	290,150.80	290,150.80	0.00
Expense	1,125.00	568,333.26	355,908.58	212,424.68	620,000.00
Total Fund: 616 - SANITARY SEWER REHAB PROJECT:	-1,125.00	-568,333.26	-65,757.78	502,575.48	-620,000.00

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Account Typ...	May Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 617 - SANITARY SEWER NEW CONSTRUCTN					
Revenue	3,500.00	12,828.20	21,000.00	8,171.80	14,000.00
Total Fund: 617 - SANITARY SEWER NEW CONSTRUCTN:	3,500.00	12,828.20	21,000.00	8,171.80	14,000.00
Fund: 690 - TRANSIT OPERATING					
Revenue	17,633.98	689,375.50	504,259.56	-185,115.94	752,347.00
Expense	66,998.83	698,869.38	604,060.16	94,809.22	762,709.00
Total Fund: 690 - TRANSIT OPERATING:	-49,364.85	-9,493.88	-99,800.60	-90,306.72	-10,362.00
Fund: 740 - STORM SEWER UTILITY					
Revenue	151,029.93	1,362,538.10	1,335,568.76	-26,969.34	1,487,000.00
Expense	276,121.25	918,359.31	721,010.48	197,348.83	1,002,085.00
Total Fund: 740 - STORM SEWER UTILITY:	-125,091.32	444,178.79	614,558.28	170,379.49	484,915.00
Fund: 741 - 2016 GO STORM WATER PROJ					
Revenue	2,636.07	5,039.65	25,487.40	20,447.75	5,500.00
Expense	0.00	91,630.00	231,562.94	-139,932.94	100,000.00
Total Fund: 741 - 2016 GO STORM WATER PROJ:	2,636.07	-86,590.35	-206,075.54	-119,485.19	-94,500.00
Fund: 750 - COMPOSTING FACILITY					
Revenue	13,011.87	63,141.21	62,921.57	-219.64	68,909.00
Expense	9,890.91	70,798.09	54,392.81	16,405.28	77,266.00
Total Fund: 750 - COMPOSTING FACILITY:	3,120.96	-7,656.88	8,528.76	16,185.64	-8,357.00
Fund: 760 - P&R CONCESSIONS ENTERPRISE					
Revenue	1,244.40	34,841.29	22,568.50	-12,272.79	38,024.00
Expense	1,460.76	55,579.15	50,563.27	5,015.88	60,657.00
Total Fund: 760 - P&R CONCESSIONS ENTERPRISE:	-216.36	-20,737.86	-27,994.77	-7,256.91	-22,633.00
Fund: 881 - OCCUPATIONAL INSURANCE ESCROW					
Revenue	15,531.17	0.00	122,070.64	122,070.64	0.00
Expense	1,885.15	0.00	41,660.88	-41,660.88	0.00
Total Fund: 881 - OCCUPATIONAL INSURANCE ESCROW:	13,646.02	0.00	80,409.76	80,409.76	0.00
Fund: 884 - GROUP HEALTH INSURANCE ESCROW					
Revenue	206,871.38	0.00	2,393,592.30	2,393,592.30	0.00
Expense	283,534.59	0.00	2,517,336.76	-2,517,336.76	0.00
Total Fund: 884 - GROUP HEALTH INSURANCE ESCROW:	-76,663.21	0.00	-123,744.46	-123,744.46	0.00
Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND					
Revenue	60.00	0.00	424.70	424.70	0.00
Expense	165.84	0.00	438.24	-438.24	0.00
Total Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND:	-105.84	0.00	-13.54	-13.54	0.00
Fund: 910 - POLICE PENSION - T & A					
Revenue	0.00	0.00	7,853.10	7,853.10	0.00
Expense	785.31	0.00	9,423.72	-9,423.72	0.00
Total Fund: 910 - POLICE PENSION - T & A:	-785.31	0.00	-1,570.62	-1,570.62	0.00

Account Typ...	May Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 913 - 911 COMMISSION					
Revenue	59,821.29	0.00	224,802.94	224,802.94	0.00
Expense	96,034.71	0.00	310,128.80	-310,128.80	0.00
Total Fund: 913 - 911 COMMISSION:	-36,213.42	0.00	-85,325.86	-85,325.86	0.00
Report Total:	-6,339,035.07	-985,502.43	7,658,367.93	8,643,870.36	-1,072,864.00

Fund Summary

Fund	May Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
001 - GENERAL FUND	-644,272.83	135,670.70	406,263.95	270,593.25	147,095.00
010 - CASH FLOW RESERVE FUND	1,743.89	14,660.80	17,094.87	2,434.07	16,000.00
030 - CAPITAL RESERVE	-20,433.13	-203,345.12	-25,216.45	178,128.67	-222,156.00
031 - CAPITAL RSRV-BLDG MAINT	706.53	-233,015.09	5,765.56	238,780.65	-254,300.00
032 - CIP LARGE VEHICLE/EQUIPMI	106,000.00	97,166.63	106,000.00	8,833.37	106,000.00
050 - COLISEUM ACTIVITY FUND	-3,808.10	-3,657.17	-22,176.83	-18,519.66	-3,997.00
110 - ROAD USE TAX	256,954.05	-431,201.65	22,081.11	453,282.76	-470,588.00
112 - EMPLOYEE BENEFITS FUND	13,697.11	-141,807.05	402,833.95	544,641.00	-153,658.00
117 - POLICE/FIRE RETIREMENT	89,720.12	15,382.84	122,708.86	107,326.02	16,788.00
119 - EMERGENCY FUND	17,557.22	-0.22	95,725.19	95,725.41	0.00
121 - LOCAL OPTION SALES TAX	-670,669.47	-1,142,619.61	-1,122,525.98	20,093.63	-1,246,981.00
125 - TAX INCREMENT FINANCING	-331,057.98	-459,829.15	-404,531.71	55,297.44	-501,645.00
130 - CITY TORT LIABILITY	115.03	-14,626.04	-25,765.56	-11,139.52	-15,962.00
132 - GRANTS-STATE/LOCAL AGEN	-39,277.87	218.02	-14,945.25	-15,163.27	200.00
140 - PARK & REC DONATION FUNI	-3,965.43	-48,348.08	-32,080.56	16,267.52	-52,720.00
141 - MTOWN TENNIS ASSOC	2.71	10.89	19.02	8.13	12.00
142 - SOFTBALL ASSOCIATION FUN	-2,665.89	-1.54	-3,911.73	-3,910.19	0.00
144 - LIVE HEALTHY IOWA	8.01	-1,030.70	-325.20	705.50	-1,123.00
150 - COPS FAST GRANTS	-10,765.44	0.22	-16,626.25	-16,626.47	0.00
151 - DEPT OF JUSTICE GRANTS	0.00	0.00	1,438.11	1,438.11	0.00
152 - POLICE UNDESIGNATED GRAI	5,502.02	0.00	-136.51	-136.51	0.00
153 - POLICE DEPT DONATION FUN	4,902.29	-4,764.76	44,644.98	49,409.74	-5,200.00
156 - FIRE DEPT DONATION FUND	-183.35	62.04	14,431.63	14,369.59	70.00
157 - FIRE DEPT GRANTS	7.40	27.39	52.00	24.61	30.00
160 - ECONOMIC DEVELOPMENT C	80.28	320.65	563.93	243.28	350.00
161 - SURETY DEPOSITS/SUBDIVIDI	16.75	64.13	117.64	53.51	70.00
170 - LIBRARY DONATION FUND	-808.29	-2,817.65	5,401.85	8,219.50	-3,075.00
177 - SEIZED ASSETS (POLICE)	93.23	6,643.12	7,978.81	1,335.69	7,250.00
179 - OTHER COMM AND ECON DE	-14,345.65	70,172.63	162,051.75	91,879.12	76,582.00
180 - HOUSING GRANTS	-9,128.19	-17,310.04	-19,086.07	-1,776.03	-18,895.00
181 - (D)HUD LEAD GRANT	0.00	0.00	-12.37	-12.37	0.00
182 - #4 HUD LEAD GRANT	0.00	0.00	-9,267.11	-9,267.11	0.00
184 - VOUCHERS - 002, 003	-3,576.33	-26,079.13	-106,228.27	-80,149.14	-28,462.00
186 - CBDG GRANTS-NSP	0.00	18,127.01	19,675.33	1,548.32	19,777.00
187 - HUD LEAD MATCH	0.00	0.00	-40,262.42	-40,262.42	0.00
188 - #5 HUD LEAD GRANT	0.00	73,031.09	78,378.15	5,347.06	79,570.00
190 - 911 SURCHARGE	43,097.17	-486,216.39	95,727.94	581,944.33	-530,418.00
200 - GO BONDS DEBT FUND	-2,678,306.22	-116,352.61	-151,013.00	-34,660.39	-125,334.00
300 - CIP COLLECTION FUND	-61,643.20	-109,970.30	-80,302.43	29,667.87	-119,781.00
310 - FEDERAL STREET GRANTS	0.00	804,282.38	807,414.83	3,132.45	877,399.00

Monthly Budget Report - Marshalltown
For Fiscal: Current Period Ending: 05/31/2018

312 - AIRPORT PROJECT FUND	0.00	72,282.76	-44,469.01	-116,751.77	78,886.00
320 - SPECIAL ASSESSMENT PROJEC	0.00	11,728.64	7,779.00	-3,949.64	12,800.00
340 - BIKE PATH PROJECT FUND	532,931.55	-84,479.45	-313,766.27	-229,286.82	-92,502.00
341 - TREES FOREVER PROJECT	-3,606.14	1,795.97	1,201.71	-594.26	1,960.00
350 - GO BONDS CAPITAL PROJECT	13.64	0.00	95.85	95.85	0.00
353 - 2014 GO BONDS	0.00	0.00	13.73	13.73	0.00
354 - POLICE & FIRE STATIONS	-983,889.40	3,391,776.52	9,071,972.53	5,680,196.01	3,701,600.00
355 - 2015 GO BONDS (D&D)	-20.11	-81,550.70	-57,178.23	24,372.47	-89,000.00
356 - 2016 BONDS - STREET PROJEC	-110,974.44	-1,692,589.36	-1,958,174.88	-265,585.52	-1,847,200.00
357 - 2018 CY STREET PROJECTS	-14.91	0.00	-14.91	-14.91	0.00
382 - PUBLIC WORKS FACILITY	0.00	-1,160.06	-1,265.98	-105.92	-1,266.00
391 - TIF DISTRICT II CAP PROJECTS	-16,228.89	0.00	-16,228.89	-16,228.89	0.00
392 - TIF DISTRICT III CAP PROJECT	-38,818.70	22.88	-62,464.84	-62,487.72	25.00
393 - TIF DISTRICT IV CAP PROJECT	0.00	2,238.72	-7,848.95	-10,087.67	2,477.00
610 - WATER POLLUTION CONTROL	34,404.91	-6,736,573.03	26,629.65	6,763,202.68	-7,351,156.00
611 - WPCP REVENUE	-1,530,178.16	6,764,947.53	991,303.63	-5,773,643.90	7,382,896.00
612 - WPCP REVENUE BOND FUND	-2,926.52	-195,210.07	-446,500.99	-251,290.92	-212,955.00
614 - WPCP CAPITAL IMPROVEMENT	1,637.92	4,581.50	11,505.39	6,923.89	5,000.00
615 - WPCP PLANT & IMPROVEMENT	0.00	-357.28	-390.00	-32.72	-390.00
616 - SANITARY SEWER REHAB PROJ	-1,125.00	-568,333.26	-65,757.78	502,575.48	-620,000.00
617 - SANITARY SEWER NEW CONSTRUCTION	3,500.00	12,828.20	21,000.00	8,171.80	14,000.00
690 - TRANSIT OPERATING	-49,364.85	-9,493.88	-99,800.60	-90,306.72	-10,362.00
740 - STORM SEWER UTILITY	-125,091.32	444,178.79	614,558.28	170,379.49	484,915.00
741 - 2016 GO STORM WATER PROJ	2,636.07	-86,590.35	-206,075.54	-119,485.19	-94,500.00
750 - COMPOSTING FACILITY	3,120.96	-7,656.88	8,528.76	16,185.64	-8,357.00
760 - P&R CONCESSIONS ENTERPRISE	-216.36	-20,737.86	-27,994.77	-7,256.91	-22,633.00
881 - OCCUPATIONAL INSURANCE	13,646.02	0.00	80,409.76	80,409.76	0.00
884 - GROUP HEALTH INSURANCE	-76,663.21	0.00	-123,744.46	-123,744.46	0.00
886 - WORKMAN'S COMP DEDUCTIBLE	-105.84	0.00	-13.54	-13.54	0.00
910 - POLICE PENSION - T & A	-785.31	0.00	-1,570.62	-1,570.62	0.00
913 - 911 COMMISSION	-36,213.42	0.00	-85,325.86	-85,325.86	0.00
Report Total:	-6,339,035.07	-985,502.43	7,658,367.93	8,643,870.36	-1,072,864.00

RESOLUTION ACCEPTING AND AWARDING THE BID FOR PROVIDING SALT FOR ICE
AND SNOW CONTROL FOR THE 2018-2019 FISCAL YEAR IN THE CITY OF
MARSHALLTOWN, IOWA IN THE AMOUNT OF \$75.07 PER TON

WHEREAS the City of Marshalltown, Iowa, requested bids from various commercial salt suppliers, for salt for ice and snow control for the 2018-2019 fiscal year, therefore,

WHEREAS Independent Salt Company submitted a low bid of \$75.07 per ton delivered to the Public Works Department which is now before this Council for final approval.

<u>Name and Address</u>	<u>Bid Amount</u>
Cargill Incorporated Deicing Technology Business North Olmsted, Ohio	\$83.89 per ton
Independent Salt Company Kanopolis, Kansas	\$75.07 per ton

After consideration of all bids filed, it was determined by the Council that the bid of Independent Salt Company is the best and lowest responsible bid as is herein outlined.

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

That the bid Of Independent Salt Company for providing salt for ice and snow control in the City of Marshalltown, Iowa, in the amount of \$75.07 per ton is hereby accepted, approved, and awarded.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to approve and execute the contracts on behalf of the City of Marshalltown, Iowa.

Passed this 25th day of June 2018, and signed this _____ day of June 2018.

CITY OF MARSHALLTOWN

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

5/30/2018
FORMAL BULK SALT BID 2018

The City of Marshalltown, Street Division, is requesting formal bids for bulk salt delivered to our storage facility at 905 E Main Street in Marshalltown, Iowa. This is for deicing salt, per ton. Consideration will be given for past performance in product delivery and availability.

Bids should be sent to City Hall, c/o Salt Bid, Public Works Department, Attn: Justin Nickel, 24 N Center Street, Marshalltown Iowa 50158. Bids must be received by Tuesday, June 19th 2018 at 10:00 A.M. Plainly mark envelope "Salt Bid". For more information contact Public Works Department at 641-754-5748.

Thank you

Jeff Roads
Street Superintendent

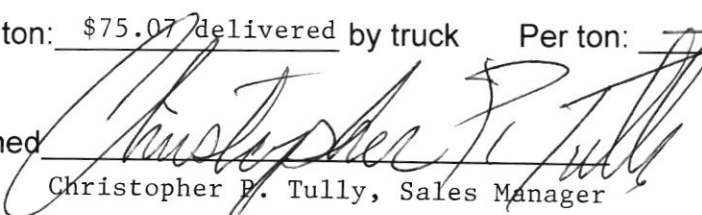
FORMAL BID

Date 06/08/2018

Company Name Independent Salt Company

Address P. O. Box 36 Kanopolis, KS 67454

Per ton: \$75.07 delivered by truck Per ton: by rail

Signed 
Christopher P. Tully, Sales Manager

City Council
Leon Lamer, Sue Cahill, Mike Gowdy, Al Hoop, Gabriel Isom,
Bill Martin, Bethany Wirin





COMMUNITY ANNUAL PARTNERSHIP ASSESSMENT

MARSHALLTOWN, IOWA

January 1, 2017 – December 31, 2017

Economic Development Support (2017) - \$9,775

- Assist in the economic development efforts in the community through program support of Marshall Economic Development and the Marshalltown Chamber of Commerce.

Community Support (2017) - \$17,918

- Assisted with Orpheum Live After Five event, Oktoberfest, the Senior Center, Central Iowa Fair, Police Department Bike program, Big Brothers Big Sisters and Pheasants Forever.

Environmental Partnership Program Support (2017) - \$8,971

- Planting trees in city parks

Energy Efficiency Community Participation and Impacts (2017)

Description		CO2 Emissions Metric Tons/Year	Equivalent: Vehicles	Equivalent: Acres of Forest	Equivalent: Barrels of Oil
Number of Rebates	1,570				
Customer Rebate Incentives	\$556,002.60				
Annual kWh Impact	1,947,589 kWh	1,449 metric tons	310 vehicles	1,707 acres	3,356 barrels
Annual Therm Impact	66,109 therms	351 metric tons	75.1 vehicles	413 acres	812 barrels

Community Infrastructure Investment (2017) - \$886,566

- Natural Gas Infrastructure Investment - \$537,536
- Electrical Infrastructure Investment - \$349,030

Marshalltown and Marshall County Property Taxes (2017)

- Marshalltown - \$ 2,798,510
- Marshall County - \$ 3,589,746

Employment

- The Marshalltown operating facility and Generating Station employs 108 people from the area

Please visit www.alliantenergy.com/iowacommunities to learn more about Alliant Energy's community programs and services.





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

June 20, 2018

To: Mayor Joel T.S. Greer
Members of the City Council

From: Justin Nickel
Director of Public Works

Re: Award Construction Contract – Concrete Professionals for Iowa River Trail Phase III (Summit to Radio Tower Rd) Project (TRL 17001) amount of \$246,337.86.

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

Recommendation: Staff recommends awarding the construction contract to Concrete Professionals of Altoona for Iowa River Trail Phase III (Summit to Radio Tower) in the amount of \$246,337.86. The Engineers Estimate of probable cost was \$323,000.00.

Background: Construction includes the paving of concrete trail from Summit Street to Radio Tower Road, but does not include the bridge.

Budget Impact: This project will be funded with federal and state funds. No City funding is required.

Attachment: Agreement.

cc: Jessica Kinser, City Administrator

City Council
Leon Lamer, Mike Gowdy, Gabe Isom, Al Hoop
Bill Martin, Sue Cahill, Bethany Wirin



Bid Tabulation
Iowa River Trail Phase 3 Project
Marshalltown, IA ~ Bid Date: 6/5/2018 10:00 am

Bidder Address Check or Bid Bond				Engineer's Opinion of Probable Construction Cost		Concrete Professionals Altoona, IA 10% Bid Bond		Con-Struct, Inc. Marshalltown, IA 10% Bid Bond		OEL Construction Services Steamboat Rock, IA 10% Bid Bond		Absolute Concrete Const. Slater, IA 10% Bid Bond		TK Concrete, Inc. Pella, IA 10% Bid Bond		Howrey Construction Inc. Rockwell City, IA 5% Bid Bond	
Item #	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.01	Mobilization	1	LS	\$19,965.00	\$19,965.00	\$6,350.00	\$6,350.00	\$10,000.00	\$10,000.00	\$18,000.00	\$18,000.00	\$10,000.00	\$10,000.00	\$18,000.00	\$18,000.00		\$0.00
1.02	Traffic Control	1	LS	\$2,500.00	\$2,500.00	\$5,320.00	\$5,320.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$3,500.00	\$3,500.00	\$5,500.00	\$5,500.00		\$0.00
2.01	Excavation, Class 13	900	CY	\$25.00	\$22,500.00	\$4.52	\$4,068.00	\$20.00	\$18,000.00	\$30.00	\$27,000.00	\$21.00	\$18,900.00	\$22.50	\$20,250.00		\$0.00
2.02	2' Shoulder Finishing	78	ST	\$250.00	\$19,500.00	\$43.50	\$3,393.00	\$250.00	\$19,500.00	\$180.00	\$14,040.00	\$110.00	\$8,580.00	\$700.00	\$54,600.00		\$0.00
2.03	Entrance Finishing	1	LS	\$3,500.00	\$3,500.00	\$1,450.00	\$1,450.00	\$5,000.00	\$5,000.00	\$1,800.00	\$1,800.00	\$2,200.00	\$2,200.00	\$7,500.00	\$7,500.00		\$0.00
2.04	Special Subgrade Preparation and Incorporation	6,045	SY	\$9.00	\$54,405.00	\$2.55	\$15,414.75	\$3.00	\$18,135.00	\$4.30	\$25,993.50	\$4.00	\$24,180.00	\$3.00	\$18,135.00		\$0.00
7.01	Shared Use Path, PCC, Class C, 6"	4,260	SY	\$40.00	\$170,400.00	\$38.81	\$165,330.60	\$36.00	\$153,360.00	\$32.25	\$137,385.00	\$45.00	\$191,700.00	\$40.00	\$170,400.00		\$0.00
7.02	Shared Use Path, PCC, Class C, Reinforced, 10"	70	SY	\$80.00	\$5,600.00	\$142.23	\$9,956.10	\$150.00	\$10,500.00	\$124.00	\$8,680.00	\$155.00	\$10,850.00	\$85.00	\$5,950.00		\$0.00
9.01	Silt Fence, Installation	780	LF	\$3.00	\$2,340.00	\$2.83	\$2,207.40	\$1.75	\$1,365.00	\$2.75	\$2,145.00	\$1.75	\$1,365.00	\$3.25	\$2,535.00		\$0.00
9.02	Silt Fence, Removal of Sediment	780	LF	\$2.00	\$1,560.00	\$0.28	\$218.40	\$0.10	\$78.00	\$0.30	\$234.00	\$0.10	\$78.00	\$1.00	\$780.00		\$0.00
9.03	Silt Fence, Removal of Device	780	LF	\$1.00	\$780.00	\$0.57	\$444.60	\$0.25	\$195.00	\$0.60	\$468.00	\$0.25	\$195.00	\$1.00	\$780.00		\$0.00
9.04	Cleanup, Seeding, Fertilizing, and Mulching for Hydraulic Seeding	1	LS	\$5,000.00	\$5,000.00	\$11,870.00	\$11,870.00	\$8,500.00	\$8,500.00	\$11,100.00	\$11,100.00	\$7,500.00	\$7,500.00	\$12,500.00	\$12,500.00		\$0.00
9.05	Temporary Seeding and Mulching	0.3	AC	\$3,500.00	\$1,050.00	\$5,650.00	\$1,695.00	\$2,500.00	\$750.00	\$5,333.32	\$1,600.00	\$2,500.00	\$750.00	\$7,500.00	\$2,250.00		\$0.00
9.06	Stabilized Construction Entrance	2	EA	\$2,500.00	\$5,000.00	\$1,420.00	\$2,840.00	\$1,000.00	\$2,000.00	\$1,700.00	\$3,400.00	\$1,784.31	\$3,568.62	\$2,750.00	\$5,500.00		\$0.00
11.01	Construction Survey	1	LS	\$3,900.00	\$3,900.00	\$3,200.00	\$3,200.00	\$2,000.00	\$2,000.00	\$5,400.00 *	\$5,400.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00		\$0.00
11.02	Creation and Restoration of Secondary Access Point	1	LS	\$5,000.00	\$5,000.00	\$11,580.00	\$11,580.00	\$1.00	\$1.00	\$1,000.00	\$1,000.00	\$7,050.00	\$7,050.00	\$10,000.00	\$10,000.00		\$0.00
TOTAL BASE BID				\$323,000.00		\$245,337.85		\$251,384.00		* \$262,245.50		\$295,416.62		\$340,680.00		Non-Responsive	

* denotes error corrected or tabulated by the engineer

Project Manual

RT-4797(624)—9H-64 Iowa River Trail Phase 3 Project *Shared Use Path in Marshall County*

City of Marshalltown

2018

Prepared by
City of Marshalltown
Department of Engineering

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All Rights Reserved
PN: TRL17001

Phone 641-754-5734

**36 N. Center Street
Marshalltown, IA 50158**

Project Manual

RT-4797(624)—9H-64 **Iowa River Trail Phase 3 Project** ***Shared Use Path in Marshall County***

City of Marshalltown

2018

Prepared by
City of Marshalltown
Department of Engineering

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36 N. Center Street
Marshalltown, IA 50158

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PART I

Bid Documents / Contract Forms

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

***Iowa River Trail Phase 3 Project*
RT-4797(624)—9H-64
PROJECT NO. TRL170001**

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE ***IOWA RIVER TRAIL PHASE 3 PROJECT*** IN THE CITY OF MARSHALLTOWN, IOWA, AND THE TAKING OF BIDS FOR SUCH IMPROVEMENTS.

A public hearing will be held at 5:30 p.m. local time on the **14th day of May, 2018** in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, on the proposed plans, specifications, proposed form of contract, and the estimated cost of improvements proposed to be constructed under PROJECT NO. TRL170001, the IOWA RIVER TRAIL PHASE 3 PROJECT now on file in the office of the Department of Engineering and at said hearing any interested person may appear and file objection thereto or to the bidding process.

Sealed proposals based upon the proposed plans, specifications, proposed form of contract, estimated costs of improvement, will be received by the City Clerk until 10:00 a.m. local time, on the **5th day of June, 2018** for the construction of the IOWA RIVER TRAIL PHASE 3 PROJECT as described in the plans and specifications for PROJECT NO. TRL170001, and which will be opened, read, and tabulated by the City Engineer or his designate at that time, and will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers on the **25th day of June, 2018** or at such later time and place as may then be fixed.

The proposed work will involve furnishing the labor, equipment, and materials necessary for constructing the IOWA RIVER TRAIL PHASE 3 PROJECT in Marshall County, Iowa as shown in the plans and specifications for PROJECT NO. TRL17001, IOWA RIVER TRAIL PHASE 3 PROJECT.

The estimated quantities of materials and labor to be furnished in the construction of said improvements and on which bids will be received are as follows:

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY
1.01	MOBILIZATION	LS	1
1.02	TRAFFIC CONTROL	LS	1
2.01	EXCAVATION, CLASS 13	CY	900
2.02	2' SHOULDER FINISHING	ST	78
2.03	ENTRANCE FINISHING	LS	1
2.04	SPECIAL SUBGRADE PREPARATION AND INCORPORATION	SY	6.045
7.01	SHARED USE PATH, PCC, CLASS C, 6"	SY	4.260
7.02	SHARED USE PATH, PCC, CLASS C, REINFORCED, 10"	SY	70
9.01	SILT FENCE, INSTALLATION	LF	780
9.02	SILT FENCE, REMOVAL OF SEDIMENT	LF	780
9.03	SILT FENCE, REMOVAL OF DEVICE	LF	780
9.04	CLEANUP, SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING	LS	1
9.05	TEMPORARY SEEDING AND MULCHING	AC	0.3
9.06	STABILIZED CONSTRUCTION ENTRANCE	EA	2
11.01	CONSTRUCTION SURVEY	LS	1
11.02	CREATION AND RESTORATION OF SECONDARY ACCESS POINT	LS	1

All work shall be done in strict compliance with the Plans and Project Manual for said PROJECT NO. TRL17001 as proposed by the Engineer.

The work shall begin without unnecessary delay and shall be substantially completed by **October 19th, 2018** and final completion by **June 28th, 2019**. The City and Contractor recognize that time is of the essence of this Agreement and that City will suffer financial loss if the Work is not completed within the times specified in paragraph above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by City if the Work is not completed on time.

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

Liquidated Damages per Day
\$250.00

For each day that expires after the time specified for Substantial or Final Completion until the work is certified by the engineer as substantially complete and after certification of substantial completion if Contractor neglects, refuses or fails to complete the remaining Work within the contract time for Final Completion. The City shall deduct the accrued liquidated damages from the final payment due to the Contractor.

All proposals shall be made upon the official bidding blanks furnished by the City and any alteration in the Official Form of Proposal will entitle the Council, at its option, to reject the proposal involved from consideration. Each said proposal shall be sealed and plainly identified.

Each proposal shall be accompanied by a certified check in an amount equal to ten percent (10%) of the total amount of the bid, in a separate sealed envelope, drawn on and certified payable by a solvent bank to the City Treasurer of the City as security that, if awarded the contract by resolution of the City Council, the bidder will enter into contract at the prices bid and will furnish the required corporate surety bond. Any bidder may, in lieu of the certified check provided for herein, file with such bid a bid bond executed by a corporation authorized to contract as surety in Iowa and satisfactory to the City on the form included in the specifications. The certified check may be cashed and the proceeds retained by the City, or the bid bond forfeited to the City, as agreed liquidated damages if the bidder fails to execute a contract or file an acceptable bond for faithful performance thereof within ten (10) days after acceptance of his proposal by resolution of the City Council. Said security shall be returned to the bidder upon execution of the formal contract to complete said work and approval of performance bond by the Council.

The successful bidder shall furnish the City a surety bond, acceptable to said City, for one hundred percent of the bid guaranteeing his faithful performance of the contract. All bonds called for in this notice shall contain no other conditions except as provided in Chapter 384.97(5) of the Iowa Code.

The Contractor will be paid in cash from the General Fund of said City or from the proceeds of the issuance of such bonds as may be legally issued for such purposes or from any combination of the above methods as may be used for such payments. Said payment to the Contractor will be made by the City in monthly estimates and one final payment. Monthly estimates will be equivalent to ninety-five percent (95%) of the contract value of the work completed during the preceding calendar month and will be based upon an estimate prepared by the Contractor and submitted at least 15 days before a regularly scheduled City Council meeting, subject to the approval of the Engineer, who will recommend to the City for payment of each approved estimate. Final payment will be made on or before thirty (30) days after completion and acceptance by resolution of the City Council of the completed contract. No such partial or final payment will be due until the Contractor has certified to the City Clerk that materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications. Such partial payment shall in no way be construed as an act of acceptance for any part of the work partially or totally completed.

Preference will be given to products and provisions grown and coal produced within the State of Iowa, by virtue of statutory authority, and to Iowa domestic labor in constructing said improvements.

The Contractor shall file with the contract a corporate surety bond acceptable to the City and providing for maintenance of the improvements for not less than four years from and after acceptance of the project.

All Bidders will be required to complete and furnish documentation of their efforts to utilize Targeted Small Businesses (TSBs). The City of Marshalltown encourages TSBs to bid on the project and Prime Contractors to utilize TSBs in subcontracting work. A Pre-Bid Contact Information Form shall be used for this documentation and is included in the project manual.

Plans and the Project Manual, including proposed contract documents may be examined at the office of the City Engineer, Marshalltown, Iowa, and at the office of the City Clerk, Marshalltown, Iowa.

A deposit of \$25 per paper set of Project Manual and Plans will be charged, all of which will be refunded if the paper documents are returned in reusable condition within 14 days of the Award of Contract. If all paper documents are not returned in reusable condition and within 14 days, the deposit will be forfeited.

An optional Pre-Bid meeting is scheduled for the **30th day of May, 2018 at 10:00 a.m.** local time, in the office of the City Clerk, Marshalltown, Iowa.

Title VI Assurances. The City of Marshalltown in accordance with Title VI of the Civil Rights Act of 1964, Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for award.

The City Council reserves the right to reject any and all bids and to waive technicalities and irregularities and all bids must remain effective for a period of 30 days of opening same.

This Notice to Bidders is hereby published by authority of resolution duly adopted by the Council of the City of Marshalltown on the ____ day of ____, ____.

CITY OF MARSHALLTOWN, IOWA

By _____
Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN, IOWA

Iowa River Trail Phase 3 Project

RT-4797(624)—9H-64

PROJECT NO. *TRL170001*

INSTRUCTIONS TO BIDDERS

The following documents shall be completed, signed, and returned in the Proposal envelope.
The bid cannot be read if any of these documents are omitted from the Proposal envelope.

1. Proposal Form
2. Targeted Small Business Pre-Bid Contact Information
3. Acknowledgement of Addenda (*if any have been issued*)

Note: Any addenda will be issued to plan holders who obtained plans through the City by the Department of Engineering. It is the Contractor's responsibility to confirm if any addenda have been issued prior to submitting their bid. The acknowledgement of addenda form will accompany any addendums issued.

The following documents shall be completed, signed, and returned in the Bid Bond envelope.
The bid cannot be read if any of these documents are omitted from the Bid Bond envelope.

1. Bid Bond Form
2. Bid Security

CITY OF MARSHALLTOWN, IOWA

Iowa River Trail Phase 3 Project
RT-4797(624)—9H-64
PROJECT NO. *TRL170001*

PROPOSAL FORM

SUBMIT IN
PROPOSAL
ENVELOPE

DEPARTMENT OF ENGINEERING

Bids due **June 5th, 2018 at 10:00 A.M.** In the City Clerk's office, Municipal Building, Marshalltown, Iowa 50158

Type of Work: PCC Shared Use Path

Project No: TRL - 17001

Location and description: Shared Use Path in Marshall County north of Summit Street, on an abandoned rail bed from Summit Street Bridge to Radio Tower Road Bridge.

Proposal of: CONCRETE PROFESSIONALS

PO BOX 7 (Street Address) ATTOONA (Town) IA (State) 50009 (Zip)

The bidder hereby certifies that he or they are the only person or persons interested in this proposal as principals; that an examination has been made of the plans, specifications, and contract form, including the special provisions contained herein, and of the site of the work, and the bidder understands that the quantities of work shown herein are approximate only and are subject to increase or decrease; and further understand that all quantities of work, whether increased or decreased, are to be performed at the unit prices stipulated herein; the bidder proposes to furnish all necessary machinery, equipment, tools, labor and other means of construction, and to furnish all materials specified in the manner and the time prescribed and to do the work at the prices herein after set out, and that is not in violation of the provisions of Section 314.2 Code of Iowa, 1971 as amended (interest in contract prohibited), and 324.17(8) of the 1971 Code of Iowa as amended (Refund to non licensee-fuel used other than in motor vehicles).

We further propose,

To do all "Extra Work" which may be required to complete the work contemplated, at unit prices or lump sums to be agreed upon in writing prior to starting such work, or if such prices or sums agreed upon to perform such work on a force account basis, as provided in the Specifications.

To execute formal contract within ten days after the acceptance of this proposal or forfeit the proposal guaranty furnished herewith.

To complete the work within the contract period, or to pay the liquidated damages stipulated below accruing for each calendar day elapsing after the expiration of the contract period, before completion of the work.

Proposal Guarantee	Substantial Completion Date	Final Completion Date	Liquidated Damages Per Day
10% of Bid	October 19, 2018	June 28, 2019	See Notice of Hearing

To furnish a contract bond in an amount not less than 100 percent of contract award, as security for the construction and completion of the work awarded the bidder in accordance with the plans, specifications and contract.

Enclosed herewith find certified check or a bid bond in the penal sum as shown in the contract document as a proposal guaranty, which it is understood will be retained in the event the formal contract or bond is not executed, if award is made to the undersigned.

SUBMIT IN
PROPOSAL
ENVELOPE

By virtue of statutory authority preference will be given to products and provisions grown and coal produced within the State of Iowa where applicable.

The City of Marshalltown, Iowa, reserves the right to make an award on any part or all of the project, and in determining the low bidder, only the work on which an award is made will be taken into consideration.

The City of Marshalltown, Iowa, reserves the right to increase or reduce the quantities at its discretion, in accordance with the specifications, without affecting the validity of this proposal.

The award of the contract will be made to the lowest qualified bidder on the aggregate total stated, and provided that such aggregate total does not exceed the Engineer's total estimate by more than ten (10) percent. The City of Marshalltown, Iowa, reserves the right to reject any or all bids.

It is understood, and the undersigned agrees, that the proposal herein made is not affected by, contingent to, or dependent upon, any other proposal submitted for any improvement on this or any other street in the City of Marshalltown, Iowa.

Signatures are to be by authorized agent; if joint venture, each should sign.

Firm: BERKEY HOMEBUILDERS DBA CONCRETE PROFESSIONALS

By: KIRBY CARAVER 

Title: ESTIMATOR

Business Address: PO BOX 7 ATTOONA, IA 50009

Date: 6/5/2018

RT-4797(624)—9H-64
SCHEDULE OF PRICES

SUBMIT IN
PROPOSAL
ENVELOPE

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED COST
1.01	MOBILIZATION	LS	1	\$ 6,350.00	\$ 6,350.00
1.02	TRAFFIC CONTROL	LS	1	\$ 5,320.00	\$ 5,320.00
2.01	EXCAVATION, CLASS 13	CY	900	\$ 4.52	\$ 4,068.00
2.02	2' SHOULDER FINISHING	ST	78	\$ 43.50	\$ 3,393.00
2.03	ENTRANCE FINISHING	LS	1	\$ 1,450.00	\$ 1,450.00
2.04	SPECIAL SUBGRADE PREPARATION AND INCORPORATION	SY	6,045	\$ 2.55	\$ 15,414.75
7.01	SHARED USE PATH, PCC, CLASS C, 6"	SY	4,260	\$ 38.81	\$ 165,330.60
7.02	SHARED USE PATH, PCC, CLASS C, REINFORCED, 10"	SY	70	\$ 142.23	\$ 9,956.10
9.01	SILT FENCE, INSTALLATION	LF	780	\$ 2.83	\$ 2,207.40
9.02	SILT FENCE, REMOVAL OF SEDIMENT	LF	780	\$ 0.28	\$ 218.40
9.03	SILT FENCE, REMOVAL OF DEVICE	LF	780	\$ 0.57	\$ 444.60
9.04	CLEANUP, SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING	LS	1	\$ 11,870.00	\$ 11,870.00
9.05	TEMPORARY SEEDING AND MULCHING	AC	0.3	\$ 5,650.00	\$ 1,695.00
9.06	STABILIZED CONSTRUCTION ENTRANCE	EA	2	\$ 1,420.00	\$ 2,840.00
11.01	CONSTRUCTION SURVEY	LS	1	\$ 3,200.00	\$ 3,200.00
11.02	CREATION AND RESTORATION OF SECONDARY ACCESS POINT	LS	1	\$ 11,580.00	\$ 11,580.00
TOTAL					\$ 245,337.85

Contractor CONCRETE PROFESSIONALS

Project# 1670

County MARSHALL

City MARSHALLTOWN, IA

TARGETED SMALL BUSINESS (TSB)
PRE-BID CONTACT INFORMATION

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

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

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

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

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

[illegible]

Total dollar amount proposed to be subcontracted to TSB on this project \$ 0 List
 items by name to be subcontracted:

**SUBMIT IN
PROPOSAL
ENVELOPE**

RT-4797(624)—9H-64
BID BOND

SUBMIT IN
BID BOND
ENVELOPE

DEPARTMENT OF ENGINEERING
CITY OF MARSHALLTOWN, IOWA

KNOW ALL MEN BY THESE PRESENTS: That we, Berkey Homebuilders Inc dba Concrete Professionals
of 8538 NE 54th Avenue, PO Box 7, Altoona, IA 50009 as Principal, and IMT Insurance Company
PO Box 1336 Des Moines, IA 50306

As Surety, are held and firmly bound unto the City of Marshalltown, a municipal corporation in the County of
Marshall, State of Iowa, hereinafter defined as Obligee, in the penal sum

Of Ten percent of the bid amount (\$ 10%-----)
For which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and
assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to obligee

Certain bid, in a separate envelope, and hereby made a part hereof, to enter into a contract in writing, for:
Iowa River Trail Phase 3 Project

NOW, THEREFORE, if the said bid by said Principal be accepted, and the Principal shall enter into a contract with the
Obligee in accordance with the terms of such bid, and give such bond as may be specified in the contract documents
with good and sufficient surety for the faithful performance of such contract, for the prompt payment of labor and
material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein,
then this obligation shall become null and void; otherwise, the Principal shall pay the Obligee the full amount of the bid
bond, together with court costs, attorney's fees, and any other expense of recovery.

Signed and sealed this 5th day of June, 2018

Countersigned by: Berkey Homebuilders Inc dba Concrete Professionals
Principal

Resident Commission Agent as Prescribed
by Chapter 515.53, Iowa Code of 1971

BY [Signature]
KEESY CARP (Contractor's Signature)

(Required only if Attorney-in-fact is not also
an Iowa Resident Commission Agent.)

IMT Insurance Company
Surety

BY [Signature]
Jill Shaffer (Attorney-in-Fact)
Attach Power of Attorney

CITY OF MARSHALLTOWN, IOWA
C O N T R A C T

Iowa River Trail Phase 3 Project
RT-4797(624)—9H-64
PROJECT NO. TRL170001

THIS AGREEMENT, made and entered into by and between the City of Marshalltown, Marshall County, Iowa, hereinafter referred to as the "Owner", and Concrete Professionals hereinafter referred to as the "Contractor":

WITNESSETH: That the Contractor for and in consideration of the sum of Two hundred forty-five thousand three hundred thirty-seven and 85/100 Dollars
(\$ 245,337.85) Dollars.

Payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders, the various items of work as follows:

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED COST
1.01	MOBILIZATION	LS	1	\$ 6,350.00	\$ 6,350.00
1.02	TRAFFIC CONTROL	LS	1	\$ 5,320.00	\$ 5,320.00
2.01	EXCAVATION, CLASS 13	CY	900	\$ 4.52	\$ 4,068.00
2.02	2' SHOULDER FINISHING	ST	78	\$ 43.50	\$ 3,393.00
2.03	ENTRANCE FINISHING	LS	1	\$ 1,450.00	\$ 1,450.00
2.04	SPECIAL SUBGRADE PREPARATION AND INCORPORATION	SY	6,045	\$ 2.55	\$ 15,414.75
7.01	SHARED USE PATH, PCC, CLASS C, 6"	SY	4,260	\$ 38.81	\$ 165,330.60
7.02	SHARED USE PATH, PCC, CLASS C, REINFORCED, 10"	SY	70	\$ 142.23	\$ 9,956.10
9.01	SILT FENCE, INSTALLATION	LF	780	\$ 2.83	\$ 2,207.40
9.02	SILT FENCE, REMOVAL OF SEDIMENT	LF	780	\$ 0.28	\$ 218.40
9.03	SILT FENCE, REMOVAL OF DEVICE	LF	780	\$ 0.57	\$ 444.60
9.04	CLEANUP, SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING	LS	1	\$ 11,870.00	\$ 11,870.00
9.05	TEMPORARY SEEDING AND MULCHING	AC	0.3	\$ 5,650.00	\$ 1,695.00
9.06	STABILIZED CONSTRUCTION ENTRANCE	EA	2	\$ 1,420.00	\$ 2,840.00
11.01	CONSTRUCTION SURVEY	LS	1	\$ 3,200.00	\$ 3,200.00
11.02	CREATION AND RESTORATION OF SECONDARY ACCESS POINT	LS	1	\$ 11,580.00	\$ 11,580.00
TOTAL					\$ 245,337.85

Said agreement and a true copy of said plans and specifications are now on file in the office of the City Clerk of Marshalltown, Iowa.

That in consideration of the foregoing, the Owner hereby agrees to pay the Contractor promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications and subject to State Law.

That it is mutually understood and agreed by the parties hereto that the Notice to Bidders, Proposal, the Special Provisions, the within Contract, the Contractors Bond and the General and Detailed Plans and the Standard Specifications, City of Marshalltown, are and constitute the basis of Contract between the parties hereto and are by this reference made a part hereof.

Prior to final acceptance of the work the Contractor shall file with the City Clerk a maintenance bond guaranteeing suitable repairs of any defects or failures due to deficiencies in materials or inadequacies in workmanship for a period of four (4) years for street improvements following completion of construction. The bond shall be for a sum equal to the total amount of the project.

That it is further understood and agreed by the parties of this contract that the above work will be substantially completed by **October 19th, 2018** and fully completed no later than **June 28th, 2019** that time is the essence of this contract. For each calendar day that any work shall remain uncompleted beyond the substantial completion date specified in the Proposal form, liquidated damages will be assessed according to the following schedule:

Liquidated Damages per Day
\$250.00

The Contractor shall perform all work in a workmanlike manner.

That in the event any surety upon any bond furnished in connection with this contract becomes unacceptable to the Owner, if any such surety shall fail to furnish reports as to his financial condition from time to time as requested by the Owner, the Contractor agrees to furnish promptly such additional security as may be required from time to time to protect the interests of the Owner or of persons supplying labor or materials in the prosecution of the work contemplated by the Contract.

That the Contractor shall not commence any work to be performed under this contract until he has obtained from responsible insurance companies all insurance required, as set forth in the General Clauses and that the Contractor shall maintain this insurance in full force and effect until the work to be performed under this contract has been accepted by the Owner.

It is further understood that any action in court against the Contractor or sureties on his bond, because of damages to property or individuals by said Contractor or his workmen, or because of the violation of any provisions of the specifications, or on account of the failure of said Contractor to fully comply with these provisions, shall be brought in the District Court of the State of Iowa, in and for Marshall County.

The party executing this agreement on behalf of the Contractor warrants that he has the legal authority to execute the same for and on behalf of the Contractor and to bind the Contractor hereto.

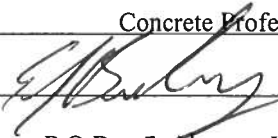
IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as of the ____ day of _____, _____.

CITY OF MARSHALLTOWN, IOWA
By _____

ATTEST: _____

CONTRACTOR

Concrete Professionals

By  _____

P O Box 7, Altoona, IA 50009
Business Address

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Berkey Homebuilders Inc dba Concrete Professionals, as Principal (hereinafter the "Contractor" or "Principal" and IMT Insurance Company, as Surety are held and firmly bound unto the City of Marshalltown, Iowa, as Oblige (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of:

Two Hundred Forty Five Thousand Three Hundred Thirty Seven Dollars & 85/10
DOLLARS (\$ 245,337.85), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the ___ day of _____, 20____, hereinafter the "Contract" wherein said Contractor undertakes and agrees to construct the following described improvements:

Iowa River Trail Phase 3 Project RT-4797(624)--9H-64 Project No. TRL170001

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill and abide by each and every covenant, condition and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the contract within the period of four (4) years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

1. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Marshall County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly and severally, to pay the Owner all outlay and expense incurred therefore by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action or actions or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this _____ day of _____, _____

Surety Countersigned By:



Signature of Iowa Resident Commission Agent as
Prescribed by Chapter 515.52-57, Iowa Code.
(Require only if Attorney-in-Fact is not also an
Iowa Resident Commission Agent).

Jill Shaffer

Name of Resident Commission Agent

LMC Insurance & Risk Management

Company Name

4200 Univeristy Avenue #200

Company Address

West Des Moines, IA 50266

City, State, Zip Code

515-244-0166

Company Telephone Number

FORM APPROVED BY:

Attorney for Owner

PRINCIPAL:

Berkey Homebuilders Inc dba Concrete Professionals

Contractor

By: 

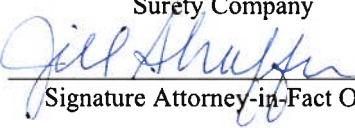
Signature

Title

SURETY:

IMT Insurance Company

Surety Company

By: 

Signature Attorney-in-Fact Officer

Jill Shaffer

Name of Attorney-in-Fact Officer

IMT Insurance Company

Company Name

PO Box 1336

Company Address

Des Moines, IA 50306

City, State, Zip Code

515-327-2777

Company Telephone Number

NOTE: All signatures on this performance, maintenance & payment bond must be original signatures in ink; copies or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.



INSURANCE

POWER OF ATTORNEY

Know All Persons By These Presents, that **IMT Insurance Company** a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of West Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

**Jeffrey R. Baker, Nancy D. Baltutat, Patrick K. Duff, Mark E. Keairnes,
Greg T. LaMair, Joseph I. Schmit, Christopher R. Seiberling, and Jill Shaffer**

of West Des Moines and State of Iowa its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

*******Unlimited Amounts*******

and to bind **IMT Insurance Company** thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of **IMT Insurance Company**, and all such acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of **IMT Insurance Company** on December 18, 1998.

ARTICLE VIII, SECTION 4. - The President or any Vice President or Secretary shall have the authority to appoint Attorneys In Fact and to authorize them to execute on behalf of the Company, and attach thereto the Corporate Seal, bonds, undertakings, recognizances, contracts of indemnity or other obligatory writings, excluding insurance policies and endorsements.

ARTICLE VIII, SECTION 5. - The signature of any authorized officer and the Corporate Seal may be affixed by facsimile to any Power of Attorney authorizing the execution and delivery of any of the instruments described in Article VIII, Section 4 of the By-Laws. Such facsimile signature and seal shall have the same force and effect as though manually affixed.

In Witness Whereof, IMT Insurance Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this _____ day of _____,

IMT Insurance Company

Sean Kennedy

Sean Kennedy, President



STATE OF IOWA
COUNTY OF POLK

ss:

On this _____ day of _____, before me appeared Sean Kennedy, to me personally known, who being by me duly sworn did say that he is President of the **IMT Insurance Company**, the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of West Des Moines, Iowa, the day and year first above written.



Seth Cary
Notary Public, Polk County, Iowa

CERTIFICATE

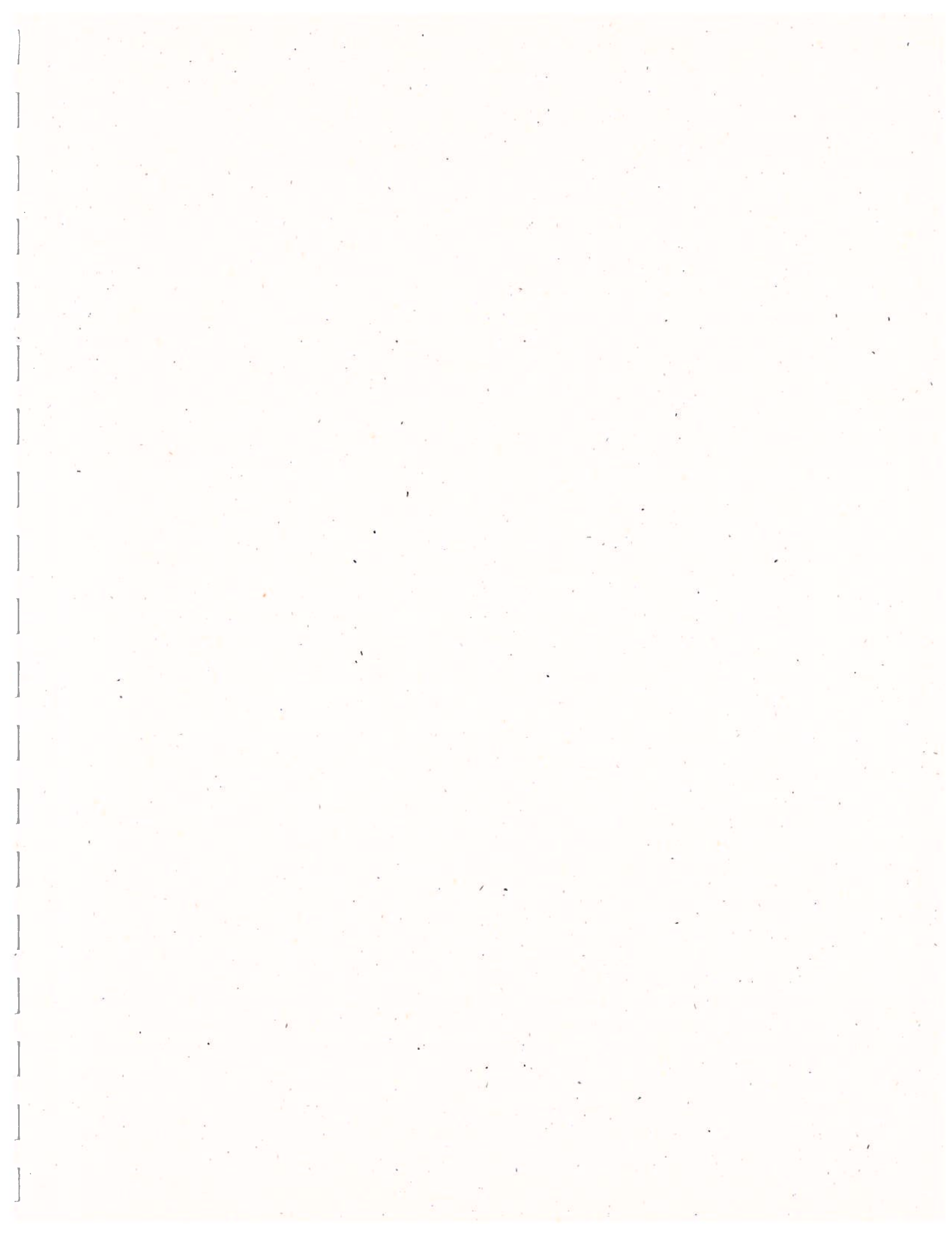
I, Dalene Holland, Secretary of the **IMT Insurance Company** do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY, executed by said the **IMT Insurance Company**, which is still in force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the Company on _____ day of _____,

Dalene Holland

Dalene Holland, Secretary





RESOLUTION APPROVING QUOTE AND AWARD TO CONCRETE PROFESSIONALS
FOR THE CONSTRUCTION OF THE IOWA RIVER TRAIL PHASE 3 PROJECT TRL17001
IN THE CITY OF MARSHALLTOWN, IOWA,
IN THE AMOUNT OF \$245,337.85

WHEREAS, the City of Marshalltown, Iowa, requested quotes from various local contractors, for the construction of the Iowa River Trail Phase 3 Project TRL17001 and,

WHEREAS, Concrete Professionals submitted the low bid quote which is now before this Council for final approval.

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

That the quote of Concrete Professionals of Altoona, IA, for the construction of the Iowa River Trail Phase 3 Project, IN THE CITY OF MARSHALLTOWN, IOWA, IN THE AMOUNT OF Two Hundred Forty-Five Thousand Three Hundred Thirty-Seven and 85/100 Dollars (\$245,337.85) is hereby accepted and approved and shall be used to pay for said construction.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be authorized and directed to accept the quote for and on behalf of the City of Marshalltown, Iowa.

Passed this 25th day of June 2018, and signed this _____ day of June 2018.

CITY OF MARSHALLTOWN

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT FOR THE
MARSHALLTOWN ON DEMAND TRAFFIC SERVICES WITH HDR ENGINEERING,
INC PROJECT #STR18002 IN THE AMOUNT OF \$52,390.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with HDR Engineering, Inc. dated June, 2018 for the engineering services for the Marshalltown On Demand Traffic Services Project #STR18002

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

Section1. That the new contract for the Marshalltown On Demand Traffic Services Project, is hereby accepted and approved.

Passed this 26th day of June 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

June 18, 2018

To: Mayor Joel T.S. Greer
Members of the City Council

From: Justin Nickel
Director of Public Works

Re: Professional Services Agreement– HDR Engineering, Inc. for design services in the amount of \$52,390. The services are necessary to gather data on City traffic signals in order to inventory, evaluate and rate all signals to prepare applications for state grants to fund replacement.

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

Recommendation: Staff recommends approving the amendment to Agreement with HDR for engineering design services.

Background: HDR has prepared a not to exceed amount of \$52,390 to collect data in order to inventory, evaluate and rate all signals to prepare applications for state grants to fund replacement. Please see all the details of services provided in the attached agreement.

Budget Impact: There are sufficient Road Use Tax (RUT) funds to accept this agreement.

Attachment: Agreement

cc: Jessica Kinser, City Administrator

City Council
Leon Lamer, Mike Gowdy, Sue Cahill, Al Hoop
Bill Martin, Gabe Isom, Bethany Wirin



EXHIBIT A**TASK ORDER #1****Traffic Signal Inventory, Evaluation, and Database**

This Task Order pertains to an Agreement by and between _____, ("OWNER"), and HDR Engineering, Inc. ("ENGINEER"), dated _____, 20____, ("the Agreement"). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER #1

PROJECT NAME: Traffic Signal Inventory, Evaluation, and Database

PART 1.0 PROJECT DESCRIPTION:

This scope of work outlines a plan to evaluate and rate the existing traffic signal equipment and systems to develop a program for short-term and long-term traffic upgrades. For the scope of this task, the following signalized intersections were identified in the scoping meeting held on May 14, 2018:

1. South Center and Iowa Ave
2. South Center and Berle Road
3. South Center and Merle Hibbs Blvd
4. South Center and Nicholas
5. South Center and Southridge
6. South Center and Westwood
7. South Center and Meadow Lane
8. South Center and Olive St
9. South Center and South St
10. South Center and Anson St
11. South Center and Boone
12. South 1st Ave and Anson
13. South 3rd Ave and Anson
14. South 3rd Ave and Linn
15. South 3rd Ave and Church
16. 3rd Ave and Main
17. North 3rd Ave and State
18. North 3rd Ave and Riverside
19. South 12th Ave and Olive
20. South 6th St and Olive
21. South 6th St and Iowa Ave West
22. West Main and 13th St
23. South Center Street/Church Street
24. South Center Street/Linn Street

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:**Task 1 – Data Gathering**

- 1.1 Obtain available City, County and State traffic signal data such as GIS, digital files, layouts, equipment records, crash histories, traffic volumes, and signal as-built plans.
- 1.2 In coordination with Public Works administration and technicians, interview staff to obtain information on current traffic signal issues, problems and needs. Tour the maintenance facilities. Evaluate information obtained from interviews with maintenance staff and assess the time allocation between various job duties throughout the year. Identify potential signal equipment replacement that would enhance daily efficiency of the staff and operations. It is anticipated that two HDR staff would attend this meeting in advance of the site visit.
- 1.3 Conduct site visits at study locations and create site visit records and document with photos and notes. Items include the signal cabinet, controller, pedestal poles, detection, and signal heads. It is anticipated that the site visit may take up to 4 days with two HDR staff to complete the signal inventory. Provide a sketch of the existing traffic signal layout, type, phasing, and detector locations.

Task 2 – Equipment Evaluation

- 2.1 In coordination with the City, create a rating scale for the evaluation of signalized locations (including such criteria as age of equipment, condition of equipment, technology). This will be completed via a teleconference/web meeting.
- 2.2 Using data gathered from City staff and field visits, rate each signalized location and prioritize needs. Identify locations that have immediate or high priority for improvements

Task 3 – GIS Database Development

- 3.1 Develop a database of all the traffic signals in the City. A global navigation satellite system point will be collected at each traffic signal pole. Data will be collected in related tables about the signal, cabinets and associated information. Specific attributes will be determined with City staff to make sure that the end database is viable. Attribute information will be readily available in the field or provided by City staff. Photos will be taken of the signals, cabinets, and handholes and added to the database with a date field.
- 3.2 Configure an ArcGIS Online Web App to view the data and photos and query the database to help prioritize traffic signal asset management. This Web App will contain some predefined queries that are set using the traffic signal attributes. This Web App will leverage off-the-shelf capabilities of the ArcGIS Online Environment that the City may customize on their own.

Task 4– System Planning and Prioritization

- 4.1 Identify immediate needs and suggest improvements based on current year funding. Conduct a signal equipment workshop, in coordination with Public Works administration and technicians,

to identify potential signal equipment replacement options including the preferred equipment to move forward with in the future.

- 4.2 Research potential safety funding sources and identify candidate projects where these funds may be applicable. This task order does not included development of any funding application, but can be added through a separate task order.
- 4.3 Prepare documentation of findings and recommendations in the form of a technical memorandum. This documentation will include one draft and one final deliverable.

PART 3.0 OWNER'S RESPONSIBILITIES:

The OWNER shall provide the information set forth in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services."

PART 4.0 PERIODS OF SERVICE:

Upon receipt of written authorization to proceed, ENGINEER shall perform the services as follows:

Schedule

NTP July 9, 2018

Data Collection - July 2018 – September 2018

Draft Technical Memorandum – November 2018

Final Technical Memorandum – December 2018

PART 5.0 ENGINEER'S FEE:

Compensation for ENGINEER'S services under this Agreement shall be on the basis of lump sum. The amount of the lump sum is fifty-two thousand three hundred ninety Dollars (\$ 52,390).

Compensation terms are defined as follows:

Lump Sum shall mean a fixed amount which shall be the total compensation agreed upon in advance for Scope of Services.

This Task Order is executed this _____ day of _____, 20__.

"OWNER"

HDR ENGINEERING, INC.
"ENGINEER"

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

ADDRESS: _____

ADDRESS: _____

RESOLUTION ACCEPTING BID AND AUTHORIZING THE PURCHASE AND INSTALLATION
OF NEW TOWER ANTENNA AND EQUIPMENT BY SABRE INDUSTRIES AT THE NEW
POLICE AND FIRE FACILITY, IN THE AMOUNT OF \$11,937

WHEREAS THE City of Marshalltown, Iowa desires to procure new tower antenna and equipment from Sabre Industries; and

WHEREAS Sabre submitted a bid for \$11,937; and

WHEREAS acceptance of this bid is in the best interest of the City of Marshalltown.

NOT, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MARSHALLTOWN, IOWA

Section 1. That the City of Marshalltown accepts the bid from Sabre Industries for the said new tower antenna and equipment in the amount of \$11,937.

Section 2. The Council of the City of Marshalltown is hereby authorized to enter into agreements on behalf of the City of Marshalltown to purchase said new tower antenna and equipment move at the above referenced price and conditions.

Passed this 25th day of June, 2018 and signed this _____ day of June, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Wednesday, June 06, 2018

Change Proposal # **175730, CO-A**

Marshalltown, IA

Latitude: 42° 2'13.85"N

Longitude: 92°55'5.66"W

175' Monopole Tower

Item I – REVISIONS TO ENGINEERING/DRAFTING..... \$750

- Engineering package and design revisions
- Drafting package revisions

Item II – PROVIDE MOUNTS..... \$2,874

- Collar mount @ 130'
- (3) 3' sidearms @ 130'
- (3) additional mount pipes, one each @ 50', 40', and 30'
- Additional Freight

Item III – INSTALL NEW ANTENNAS, LINES, and MOUNTS..... \$8,313

- Install new collar mount and (3) 3' sidearms @ 130'
- Install (3) additional antennas/lines @ 130'
- Install (3) additional yagi antennas/lines, one each @ 50', 40', and 30'

TOTAL..... \$11,937

NOTES:

- All antennas, lines, and ancillary materials provided by others.
- Materials not provided and install not completed without signed, approved change order.
- Materials will be sent with tower, install done after tower is stacked during same mobilizations.
- Does not include any remobilizations to/from the site.
- Does not include any down time caused by delays uncontrollable by Sabre or its subcontractors or suppliers.

Thank you,

Regards,

LUKE NIXA, PMP | Construction Project Manager

Sabre Industries – Towers & Poles | 7101 Southbridge Drive | Sioux City, IA 51111

D: 712.224.1578 M: 712.422.0822 | E: LNixa@sabreindustries.com

**RESOLUTION AUTHORIZING A GRANT APPLICATION IN THE AMOUNT OF \$250,000 TO
THE IOWA DEPARTMENT OF TRANSPORTATION STATE RECREATIONAL TRAILS
PROGRAM FOR THE IOWA RIVER TRAIL/LINN CREEK TRAIL CONNECTOR**

WHEREAS, annually the Iowa Department of Transportation provides funding for trail development throughout the State of Iowa through the State Recreational Trails Program; and

WHEREAS, the City of Marshalltown has undertaken design of a trail segment which is significant to the community for the connections it would make between the 6th Street recreational complex, the Linn Creek Trail, and the Iowa River Trail; and

WHEREAS, the Bolton & Menk has determined an estimated cost to construct the trail is \$789,182, which includes a new bridge or bridge repairs;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, staff is hereby authorized to submit a grant application to Iowa Department of Transportation State Recreational Trails Program in the amount of \$250,000 or 32 percent of the estimated project cost; and

BE IT FURTHER RESOLVED, the City of Marshalltown pledges it will adequately maintain the trail for its intended use and maintain the Linn Creek Trail and the Iowa River Trail, both used to justify the project, in public use for a minimum of 20 years following project completion.

Passed this 25th day of June, 2018, and signed this _____ day of June 2018.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

MARSHALLTOWN

— I O W A —

City Administrator's Office

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

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: June 21, 2018
RE: State Rec Trail Grant

Policy Issue: The City Council must approve lease agreements

Recommendation: To approve the resolution as proposed

Background: Joe and Janelle Carter, owners of MHS Properties, will be constructing a multi-family housing development at 6th Street and Ingledue, and will be including a recreational trail on their property. Through conversations with the Legion and Teamwork Marshalltown (bowling alley), there was consensus that making the MHS Properties trail part of a larger connecting piece which continued along 6th Street to the Iowa River Trail would be beneficial for all parties involved and enhance 6th Street as a destination for recreation in Marshalltown. The Council approved an amount not-to-exceed \$65,000 for engineering, and Bolton & Menk was retained for \$44,400.

Their preliminary work by Bolton & Menk has provided a cost estimate of \$789,182. This number includes a broad estimate of \$425,500 for a new bridge, but with a recommendation to look further into the cost to rehab the current bridge. The remaining cost is for the actual trail. While no final route determination has been made, the estimated cost does not involve any land for which the City has not been given permission to work with.

The State of Iowa has set aside \$1 million to be awarded to recreational trail projects. An application of \$250,000 is a reasonable figure given the limited funds available. Applications are due July 1st.

Budget Impact: There is no budget impact of applying for the grant.

Attachment: None.

City Council
Susan Cahill, Michael Gowdy, Al Hoop,
Gabriel Isom, Leon Lamer, Bill Martin, Bethany Wirin



**ORDINANCE NO 14973 AMENDING CHAPTER 26, STREETS AND SIDEWALKS,
ARTICLE III, SIDEWALKS, BY REPEALING CURRENT LANGUAGE AND ADOPTING
NEW LANGUAGE**

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

SECTION 1. Amendment. Chapter 26, Article III of the City of Marshalltown Code of Ordinances is hereby amended by repealing all current language of Sections 39 to 66 and replacing it with the following new language:

Sec. 26-39 Purpose.

The purpose of this chapter is to enhance safe passage by citizens on sidewalks, to place the responsibility for the maintenance, repair, replacement, or reconstruction of sidewalks upon the abutting property owner and to minimize the liability of the City.

Sec. 26-40 Definitions.

For use in this chapter the following terms are defined:

1. “Broom finish” means a sidewalk finish that is made by sweeping the sidewalk when it is hardening.
2. “Defective sidewalk” means any public sidewalk exhibiting one or more of the following characteristics:
 - A. Vertical separations equal to three-fourths ($\frac{3}{4}$) inch or more.
 - B. Horizontal separations equal to one (1) inch or more.
 - C. Holes or depressions equal to three-fourths ($\frac{3}{4}$) inch or more and at least four (4) inches in diameter.
 - D. Spalling over fifty percent (50%) of a single square of the sidewalk with one or more depressions equal to one-half ($\frac{1}{2}$) inch or more.
 - E. Spalling over less than fifty percent (50%) of a single square of the sidewalk with one or more depressions equal to three-fourths ($\frac{3}{4}$) inch or more.
 - F. A single square of sidewalk cracked in such a manner that no part thereof has a piece greater than one square foot.
 - G. A sidewalk with any part thereof missing to the full depth.
 - H. A change from the design or construction grade equal to or greater than three-fourths ($\frac{3}{4}$) inch per foot.
3. “Established grade” means that grade established by the City for the particular area in which a sidewalk is to be constructed.
4. “One-course construction” means that the full thickness of the concrete is placed at one time, using the same mixture throughout.
5. “Owner” means the person owning the fee title to property abutting any sidewalk and includes any contract purchaser for purposes of notification required herein. For all other purposes, “owner” includes the lessee, if any.
6. “Portland cement” means any type of cement except bituminous cement.
7. “Sidewalk” means all permanent public walks in business, residential or suburban areas.
8. “Sidewalk improvements” means the construction, reconstruction, repair, replacement or removal, of a public sidewalk and/or the excavating, filling or depositing of material in the public right-of-way in connection therewith.
9. “Wood float finish” means a sidewalk finish that is made by smoothing the surface of the sidewalk with a wooden trowel.

Sec. 26-41 Responsibility for Maintenance.

The owner of any lot or parcel thereof abutting upon any sidewalk on the city streets in the city shall maintain said sidewalk in state of good repair, free from cracks, holes and unevenness to that the sidewalk does not constitute a safety hazard. A state of sidewalk disrepair is hereby

declared a public nuisance. The owner of any lot or parcels who fails to repair said sidewalk shall be liable to any person injured as a result of such failure and shall further save, defend, indemnify and hold harmless the City of Marshalltown from and against any claim arising out of the failure to maintain said sidewalk.

Sec. 26-42 City may order repairs.

If the abutting property owner does not maintain sidewalks as required, the Council may serve notice on such owner, by certified mail, requiring the owner to repair, replace or reconstruct sidewalks within thirty (30) days, and if such action is not completed within such time, the Council may require the work to be done and assess the costs against the abutting property for collection in the same manner as a property tax.

(Code of Iowa, Sec. 364.12[2d & e])

Sec 26-43 Sidewalk Construction Ordered.

The Council may order the construction of permanent or temporary sidewalks upon any street or court in the City and may specially assess the cost of such improvement to abutting property owners in accordance with the provisions of Chapter 384 of the *Code of Iowa*.

(Code of Iowa, Sec. 384.38)

Sec. 26-44 New sidewalks required.

A public sidewalk shall be constructed adjacent to any lot platted prior to January 1, 2001, at the time any of the following occur:

1. Construction of a new building is completed upon a vacant lot.
2. Construction or reconstruction of a building upon the lot which amounts to an increase in value of 50% or more of an existing structure.
3. Reconstruction of a building which has incurred 50% or more in damage.
4. The property owner shall pay for all costs for constructing all sidewalks required under this section.

(Ord. 14668, § 1, 2-26-01)

Sec. 26-45 Deferments of New Sidewalk Construction.

The construction of a sidewalk, as required by Section 26-44 may be deferred for a specified period of time in a given instance. Applications for deferments must be submitted to the Housing and Community Development Department, along with the established fee, as set by resolution. A deferment will be recommended by staff if an applicant demonstrates one or more of the following criteria have been met:

1. Where the location of the proposed sidewalk is not adjacent to a street which has or will have curb and gutter;
2. Where the location of the proposed sidewalk has grade and drainage problems which would significantly interfere with the construction of the sidewalk at that location;
3. Where the location of the proposed sidewalk is on non-residential or non-retail property adjacent to an existing street with curb and gutter, and grade and drainage problems would not significantly interfere with the construction of its sidewalk at that location, and the following conditions are met:
 - a.) No pedestrian generators exist in this location; or
 - b.) The unique use of the property in conjunction with sidewalks or bike paths near the location allow for alternate pedestrian routes, unless the proposed sidewalk is needed to connect area residential property to other sidewalks in the area.

Should a deferment not be granted by City staff, the applicant can appeal this denial to the City Council.

Sec. 26-46 Deferment Expiration and Repeal.

Deferments will expire automatically if the street adjacent to the deferred location is improved and curb and gutter is installed. If conditions supporting the deferment change, the City Zoning officer may administratively repeal the deferment.

(Ord. No. 14779, § 1, 03-13-2006)

Sec. 26-47 Permit required.

No person shall remove, reconstruct or install a sidewalk unless such person has obtained a permit from the City and has agreed in writing that said removal, reconstruction or installation will comply with all ordinances and requirements of the City for such work. A written application for such permit shall be filed with the City and shall be accompanied by a permit fee as set forth and established by Resolution of the City Council.

Sec. 26- 48 Sidewalk standards.

Sidewalks repaired, replaced or constructed under the provisions of this chapter shall be constructed in accordance with the City's standard specifications. All such work shall be done under the direction and supervision of and subject to inspection and approval of the Public Works Director. If such work does not comply with the provisions of this chapter, the Public Works Director, after notice to the property owner, shall cause the sidewalks to be constructed in the proper manner and assess the cost for such work against the abutting property for collection in the same manner as a property tax.

Sidewalks repaired, replaced or constructed under the provisions of this chapter shall be of the following construction and meet the following standards.

1. *Cement.* Portland cement concrete shall be the only cement used in the construction and repair of sidewalks. The cement shall be standard gray color. Request to use any other color must be approved by the City Engineer.
2. *Construction.* Sidewalks shall be of one-course construction, using State Department of Transportation Class C portland cement concrete.
3. *Sidewalk base.* Concrete may be placed directly on compact and well-drained soil. Where soil is not well drained, a four-inch sub-base of compact, clean, coarse gravel, sand or cinders shall be laid. The adequacy of the soil drainage is to be determined by the city.
4. *Sidewalk bed.* The sidewalk bed shall be so graded that the constructed sidewalk will be at established grade.
5. *Length, width and depth.* Length, width and depth requirements are as follows:
 - a. Residential sidewalks shall be at least four feet wide and four inches thick, and each section shall be no more than four feet in length;
 - b. Business district sidewalks shall extend from the property line to the curb. Each section shall be four inches thick and no more than six feet in length and width unless the City Engineer so directs; and
 - c. Driveway areas shall be not less than six inches in thickness.
6. *Grade.* The City Engineer shall establish the sidewalk grade.
7. *Elevations.* The street edge of a sidewalk shall be at an elevation even with the curb at the curb or not less than one-half inch above the curb for each foot between the curb and the sidewalk.
8. *Slope.* All sidewalks shall have a maximum slope of 2% towards the curb.
9. *Finish.* All sidewalks shall be finished with a broom finish. All walks must be true to grade.
10. *Ramps for persons with disabilities.* There shall be not less than two curb cuts or ramps per lineal block which shall be located on or near the crosswalks at intersections. Each curb cut or ramp shall be at least 48 inches wide, shall be sloped at not greater than one inch of rise per 12 inches lineal distance, with a maximum cross slope of 2%. Each curb ramp shall include installation of detectable warning panels with truncated domes. All curb ramp installations should comply with the Iowa SUDAS Standard Specifications, Division 7, Section 7030.

Sec. 26-49 Location.

Residential sidewalks shall be located with the inner edge (edge nearest the abutting private property) one foot outside the property line, unless the Council establishes a different distance due to special circumstances.

Sec. 26-50 Barricades and warning lights.

Whenever sidewalk improvements are being made or when any sidewalk is in a dangerous condition, it is the duty of all persons having an interest therein, either as the contractor or the owner, agent, or lessee of the property in front of or along which such material may be deposited, or such dangerous condition exists, to put in conspicuous places at each end of such sidewalk

and at each end of any pile of material deposited in the street, a sufficient number of approved traffic control barricades, and to keep them lit during the entire night and to maintain said barricades both at night and in the daytime to secure the same as stated in Section 26-22. The party or parties using the street for any of the purposes specified in this chapter are liable for all injuries or damage to persons or property arising from any wrongful act or negligence of the party or parties, or their agents or employees or for any misuse of the privileges conferred by this chapter or of any failure to comply with provisions hereof.

Sec. 26-51 Failure to repair or barricade.

It is the duty of the owner of the property abutting the sidewalk, or the owner's contractor or agent, to notify the City immediately in the event of failure or inability to make necessary sidewalk improvements or to install or erect necessary barricades as required by this chapter.

Sec. 26-52 Encroaching steps.

It is unlawful for a person to erect or maintain any stairs or steps to any building upon any part of any sidewalk without permission by resolution of the Council.

Sec. 26-53 Openings and enclosures.

It is unlawful for a person to:

1. *Stairs and railings.* Construct or build a stairway or passageway to any cellar or basement by occupying any part of the sidewalk, or to enclose any portion of a sidewalk with a railing without permission by resolution of the Council.
2. *Openings.* Keep open any cellar door, grating or cover to any vault on any sidewalk except while in actual use with adequate guards to protect the public; and/or
3. *Protect openings.* Neglect to properly protect or barricade all openings on or within six feet of any sidewalk.

Sec. 26-54 Interference with sidewalk improvements.

No person shall knowingly or willfully drive any vehicle upon any portion of any sidewalk or approach thereto while in the process of being improved or upon any portion of any completed sidewalk or approach thereto, or shall remove or destroy any part or all of any sidewalk or approach thereto, or shall remove, destroy, mar or deface any sidewalk at any time or destroy, mar, remove or deface any notice provided by this chapter.

Sec. 26-55 Fires or fuels on sidewalks.

It is unlawful for a person to make a fire of any kind on any sidewalk or to place or allow any fuel to remain upon any sidewalk.

Sec. 26-56 Defacing.

It is unlawful for a person to scatter or place any paste, paint or writing on any sidewalk.
(Code of Iowa, Sec. 716.1)

Sec. 26-57 Debris on sidewalks.

It is unlawful for a person to throw or deposit on any sidewalk any glass, nails, glass bottle, tacks, wire, cans, trash, garbage, rubbish, litter, offal, or any other debris, or any substance likely to injure any person, animal or vehicle.
(Code of Iowa, Sec. 364.12 [2])

Sec. 26-58 to 66 Reserved.

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_____day of_____, 2018, and signed this_____day of_____, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel 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 AMENDMENT 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

ORDINANCE NO. 14975

AN ORDINANCE PROVIDING FOR THE DIVISION OF TAXES LEVIED ON TAXABLE PROPERTY IN AMENDMENT NO. 7 TO THE URBAN RENEWAL PLAN FOR MARSHALLTOWN URBAN RENEWAL AREA NO. 3, PURSUANT TO SECTION 403.19 OF THE CODE OF IOWA

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

Section 1. Purpose. The purpose of this ordinance is to provide for the division of taxes levied on the taxable property included in Amendment No. 7 to the urban renewal plan for Marshalltown Urban Renewal Area No. 3 each year by and for the benefit of the state, city, county, school districts or other taxing districts after the effective date of this ordinance in order to create a special fund to pay the principal of and interest on loans, moneys advanced to or indebtedness, including bonds proposed to be issued by the City of Marshalltown to finance projects in Urban Renewal Area No. 3.

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

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

“County” shall mean Marshall County, Iowa.

“Urban Renewal Area” shall mean Marshalltown Urban Renewal Area No. 3, as from time to time amended.

“Urban Renewal Area Amendment” shall mean the taxable property included in Amendment No. 7 to the urban renewal plan for Marshalltown Urban Renewal Area No. 3 of the City of Marshalltown, the description of which taxable property is set out below, approved by the City Council by resolution adopted on June 18, 2018:

Beginning at the northwest corner of the NE $\frac{1}{4}$ of section 15 township 83 north range 18 west of the 5th P.M.;
thence southerly along the west line of the NE $\frac{1}{4}$ of section 15 township 83 north range 18 west of the 5th P.M. to a point 341.4' south of the northwest corner in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of section 15 township 83 north range 18 west of the 5th P.M.;
thence westerly 673.0' bearing S 89° 10' W;
thence northerly to a point 617.4' east of the northeast corner of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of section 15 township 83 north range 18 west of the 5th P.M. along the north line of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of section 15 township 83 north range 18 west of the 5th P.M.;
thence westerly 66' along the north line of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of section 15 township 83 north range 18 west of the 5th P.M.;
thence southerly 353.4' bearing S 5° 38' E;
thence westerly to a point 379.7' south of the northwest corner, along the west line of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of section 15 township 83 north range 18 west of the 5th P.M.;

thence northerly along said west line to the NW corner of section 15 township 83 north range 18 west of the 5th P.M.;
thence north along the east line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of section 9 township 83 north range 18 west of the 5th P.M.;
thence east along the north line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 289.96';
thence south to the northwest corner of Lot 5, Block 3, Pioneer Village First Addition to Marshall;
thence easterly along the north lines of Lots 5, 6, 7, 8, 9, 10, 11, 12, and 13 to the northeast corner of lot 13 of Block 3, Pioneer Village First Addition to Marshall;
thence southeast to the northwest corner of Lot 14, Block 3, Pioneer Village First Addition to Marshall;
thence southeast to the northeast corner of lot 16, Block 3, Pioneer Village First Addition to Marshall;
thence east to a point along the east line of Pioneer Village First Addition to Marshall, 195' north of the southeast corner of the South Fourteenth St. Right of Way of Pioneer Village First Addition to Marshall.
thence north along said east line to the southwest corner of Lot 1, Block 3, Rolling Meadows 2nd Addition to Marshall;
thence east along the south line of Rolling Meadows 2nd Addition to Marshall to the southeast corner of Lot 9, Block 3, Rolling Meadows 2nd Addition to Marshall;
thence south to the northwest corner of Parcel "A" in Lot 1 of the Subdivision of the S $\frac{1}{2}$ SW $\frac{1}{4}$ of section 10 township 83 north range 18 west of the 5th P.M.;
thence east to a point 302.6' north of the southwest corner, along the west line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 10 township 83 north range 18 west of the 5th P.M.;
thence southerly along said west line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 10 township 83 North Range 18 west of the 5th P.M. to the northwest corner of the NE $\frac{1}{4}$ of section 15 township 83 north range 18 west of the 5th P.M. and point of beginning.

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

(a) that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area Amendment, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City certifies to the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the special fund referred to in paragraph (b) below, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. For the purpose of allocating taxes levied by or for any taxing district which did not include the territory in the Urban Renewal Area Amendment on the effective date of this ordinance, but to which the territory has been annexed or otherwise included after the effective date, the assessment roll applicable to property in the annexed territory as of January 1 of the calendar year preceding the effective date of the ordinance which

amends the plan for the Urban Renewal Area Amendment to include the annexed area, shall be used in determining the assessed valuation of the taxable property in the annexed area.

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

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

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

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

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

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

Passed by the Council of the City of Marshalltown, Iowa, the ____ day of _____, 2018.

Mayor

Attest:

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

June 21, 2018

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: **Update on costs for Police and Fire Building**

Policy Issue: N/A

Recommendation: This report is provided for information only.

Background: The first column of numbers on the report reflects the cumulative expenditures we have paid to date since the inception of the project through June 26, 2018. The middle column of numbers reflects the amount still owed for contracts that have been signed or estimates of costs. The far right column shows the revenue section. This includes the debt issuance of the \$17.5 million bonds plus the premiums, as well as the proceeds allocated from the 2014A bond. There is approximately \$631,000 that is not yet spent or committed.

Budget Impact: This project is still within budget.

Attachment: Costs for Police & Fire Building for June 25, 2018 Council Meeting.

cc: Jessica Kinser, City Administrator

City Council
Susan Cahill, Mike Gowdy, Al Hoop, Gabriel Isom
Leon Lamer, Bill Martin, Bethany Wirin



POLICE & FIRE BUILDING**CUMULATIVE THROUGH JUNE 26, 2018****REVENUES**

DEBT ISSUANCE (2014A, 2016B, 2017A)	17,902,828.35
INTEREST ON INVESTMENTS	109,752.04
CONTRIBUTIONS	600.00
REIMBURSEMENTS	687.89
TOTAL REVENUES	18,013,868.28

EXPENDITURES

	Payments	Encumbered or Estimates	
ADVERTISING & LEGAL PUB	105.57	-	
BANK CHARGES	30.00	-	
CONSULTING & PROF FEES	2,039,805.94	440,349.38	
CONTRACT LAWN CARE	175.00	-	
CONTRACT-AUTO SPRINKLER	-	106,050.00	
CONTRACT-COMMUNICATIONS TOWER	-	130,144.10	
CONTRACT-CONCRETE SIDEWALKS & PAVING	65,250.75	454,749.25	
CONTRACT-ELECTRIC	103,315.35	932,650.37	
CONTRACT-ELEVATORS	-	71,255.00	
CONTRACT-FIBER FOR INTERNET	149,953.24		
CONTRACT-FLOOR COVERINGS	-	232,605.00	
CONTRACT-GENERAL	203,977.49	1,674,912.03	
CONTRACT-ALUMINUM STORE FRONTS	146,061.58	488,601.42	
CONTRACT-GYPSUM WALLS	72,491.65	1,023,188.35	
CONTRACT-MASONRY	818,310.14	1,131,298.75	
CONTRACT-OUTSIDE HELP	492,284.99	175,760.26	
CONTRACT-PAINTING	-	175,714.00	
CONTRACT-PLUMBING	565,940.65	1,254,186.35	
CONTRACT-ROOFING & WALL PANELS	170,201.48	399,521.26	
CONTRACT-STEEL	545,526.10	264,409.73	
ELECTION EXPENSE	15,276.41	-	
ELECTRICITY	1,325.10	-	
GENERAL LIABILITY INSURANCE	204.00	-	
LAND ACQUISITION	676,000.00	-	
LEGAL EXPENSES	54,748.87	5,878.64	
LICENSE & PERMITS	350.00	-	
OPERATING SUPPLIES	16.95		
OTHER DEBT SERV EXP	515.00	-	
STORM WATER FEES	85.92	-	
TAXES PAID (KC HALL PROP)	1,542.00		
WATER UTILITY	111.35	-	
STORMWATER IMPROVEMENTS		225,000.00	
TRAFFIC SIGNAL IMPROVEMENTS		247,000.00	
MEDIAN - ANSON & CENTER		371,000.00	
DISPATCH EQUIPMENT		684,950.00	
COMPUTER SOFTWARE (CAD FOR FIRE DEPT)	20,250.00	-	
BUILDINGS & IMPROVEMENTS (MIDWEST STORAGE)		226,834.43	
FURNITURE/FIXTURES/EQUIPMENT		523,165.57	
TOTAL EXPENDITURES	6,143,855.53	11,239,223.89	17,383,079.42
TOTAL NOT YET SPENT OR COMMITTED			630,788.86