

1. Agenda

Documents:

[AGENDA.PDF](#)

2. Supporting Meeting Documents

Documents:

[UNPAID CHARGES TO BE ASSESSED TO PROPERTY TAXES.PDF](#)
[BILL LIST.PDF](#)
[EAGLE VIEW WANDERING CREEK PUD MEMO.PDF](#)
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[PACKET.PDF](#)



COUNCIL AGENDA

CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET

FEBRUARY 22, 2016, at 5:30 PM

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

CALL TO ORDER: Mayor James L. Lowrance

PLEDGE OF ALLEGIANCE:

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

MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS:

Graduates from School of Police Staff and Command: Captain Jones, Sergeant Thein

Years of Service:

20 years: Stacy Roads: Communications Center

15 years: Michelle Spohnheimer: Director, Housing & Community Development

10 years: Scott Shively: Street Department; Nathan White: Fire Department.

APPROVAL OF AGENDA:

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

1. Approve Council meeting Minutes of February 8, 2016, and Special Meeting minutes of February 15, 2016.
2. Approve Bill List in the amount of \$ 1,244,152.67.
3. Receipt of January 2016 Building Report
4. Appoint Jake Reynolds to the Marshalltown Softball Association.
5. Renewal Liquor licenses: Vaughn's Pub, Food & Gas Mart (613 N 3rd Ave), Kwik Star #706 (810 S 3rd Ave).

(end of consent agenda items)

REPORT:

6. Fire Department Annual Report

MOTIONS:

7. Approve 8 month liquor license, Marshalltown Speedway, Class B Beer (BB) includes Wine Coolers, effective date March 26, 2016. Application made by Toby Kruse, same operator as previous year.

RESOLUTIONS:

8. Resolution 2016-018 Approving Permit Fee and Service Charges Schedule of the Fire Department.
9. Resolution 2016-019 Approving Interlocal Contract for Cooperative Purchasing, re: purchase of fire vehicle
10. Resolution 2016-020 Ordering Construction of the 2016 Televising Project 590015011A, Fox Engineering
11. Resolution 2016-021 Approving Engineering Services Agreement with Clapsaddle-Garber Associates, Inc., for 18th Ave Portland Cement Concrete Patching Project 76015009, in the amount of \$98,380.00.

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



12. Resolution 2016-022 Approving Engineering Services Agreement with Clapsaddle-Garber Associates, Inc., for Ingledue Storm Sewer Rehab Project 29108009, in the amount of \$86,000.00.
13. Resolution 2016-023 Approving Engineering Services Agreement with Clapsaddle-Garber Associates, Inc., for T-Hangar Floor Improvements Project – Phase II, \$14,700.00.
14. Resolution 2016-024 Approving Engineering Services Agreement with Clapsaddle-Garber Associates, Inc., for the Pavement Rehabilitation Project – Runway 18 and Connecting Taxiway to Runway 36, in the amount of \$34,744.00

PUBLIC HEARING

15. Resolution 2016-025 Adopting Tentative Resolution Approving Lease Agreement with Central Iowa River Gun Club of Marshalltown, Iowa, relating to lease of facility under the Center Street viaduct, for a period of ten years, in the amount of one hundred dollars.

PUBLIC HEARING

16. Resolution 2016-026 Approving Plans and Specifications, Form of Contract and Cost for the WPCP Bio Gas Generator Replacement Project 52015014A

PUBLIC HEARING

17. Resolution 2016-027 Approving Plans and Specifications, Form of Contract and Cost for the 2015 Oil Mix Street Project 76015005 (Hilltop, 8th St, Maytag Rd, Highland Acres Rd frontage south of Lincoln Way)

ORDINANCES:

19. Ordinance 14947 Amending Chapter 27 “Vegetation” relating to planting and maintenance of terrace trees and prohibited tree species on or adjacent to any street, terrace, avenue of highway in the city, second reading.
20. Ordinance 14948 Amending the Marshalltown Zoning Ordinance Amending the Wandering Creek Planned Unit Development Generally Located on the South Side of 233rd Street West of Campbell Drive, hereafter known as Eagle View at Wandering Creek Planned Unit Development.

DISCUSSION:

21. Collection process regarding unpaid fees for nuisance abatement, illegal fire response fees, rental registration and no show rental inspection charges. These unpaid charges will be assessed to be paid as a property tax.

PUBLIC COMMENTS:

CLOSED SESSION

22. Closed session pursuant to Section 21.5, subsection 1, paragraph c, of the Code of Iowa, to discuss strategy with counsel in matters where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the city in that litigation. The City of Marshalltown has an attorney-client relationship with Attorney Roger Schoell, appointed as City Attorney on May 5, 2014, by Council Resolution #2014-047.

ADJOURNMENT:

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City#	Property Owner	Address	Service Date	Description	Amount Due
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Fire Services

4162	ALLNUT, CHERYL	712 E BOONE ST 07-36-107-017	2/5/2016	Illegal Burning	\$300.00
				Rental Registration Late Fee:	\$0.00
JDEAddress: 104523	# Calculated Interest Days: 300		*Interest Through: 12/1/2016		\$26.00
				Certify to Taxes Administration Fee	\$45.00
				Adj Total to Certify:	\$371.00
4149	ALLNUT, CHERYL	712 E BOONE ST 07-36-107-017	7/16/2015	Illegal Burning	\$200.00
				Rental Registration Late Fee:	\$0.00
JDEAddress: 121378	# Calculated Interest Days: 504		*Interest Through: 12/1/2016		\$30.00
				Certify to Taxes Administration Fee	\$45.00
				Adj Total to Certify:	\$275.00
4109	MARTINEZ, RAFAEL	911 N 4TH AVE 07-26-228-007	10/22/2015	Illegal Burning	\$100.00
				Rental Registration Late Fee:	\$0.00
JDEAddress: 113866	# Calculated Interest Days: 406		*Interest Through: 12/1/2016		\$15.00
				Certify to Taxes Administration Fee	\$45.00
				Adj Total to Certify:	\$160.00
4042	RUTH, MICHAEL	317 N 3RD ST 07-26-331-005	11/9/2014	Illegal Burning	\$100.00
				Rental Registration Late Fee:	\$0.00
JDEAddress: 120915	# Calculated Interest Days: 753		*Interest Through: 12/1/2016		\$27.00
				Certify to Taxes Administration Fee	\$45.00
				Adj Total to Certify:	\$172.00
4153	SHEPPARD, GABRIEL	805 RATCLIFFE DR 11-01-103-008	4/4/2015	Illegal Burning	\$100.00
				Rental Registration Late Fee:	\$0.00
JDEAddress: 121137	# Calculated Interest Days: 607		*Interest Through: 12/1/2016		\$22.00
				Certify to Taxes Administration Fee	\$45.00
				Adj Total to Certify:	\$167.00
4155	SKIDMORE, JODI	706 W CHURCH ST 07-34-230-004	4/4/2015	Illegal Burning	\$100.00
				Rental Registration Late Fee:	\$25.00
JDEAddress: 121135	# Calculated Interest Days: 607		*Interest Through: 12/1/2016		\$25.00
				Certify to Taxes Administration Fee	\$45.00
				Adj Total to Certify:	\$195.00

Number: 6	Original Assessment:	\$900.00
Fire Services	Rental Registration Late Fee:	\$25.00
	Interest:	\$145.00
	Certify to Taxes Administration Fee:	\$270.00
	Total to Certify to Taxes:	\$1,340.00

Rental Inspections

4112	ALVAREZ, JOSEPHINE	720 N 5TH AVE 07-26-277-011	1/1/2015	Rental Registration	\$33.00
				Rental Registration Late Fee:	\$25.00
JDEAddress: 113192	# Calculated Interest Days: 700		*Interest Through: 12/1/2016		\$18.00
				Certify to Taxes Administration Fee	\$45.00
				Adj Total to Certify:	\$121.00
4141	ARMAS-HUIZAR, ESMERELDA	311 N 14TH AVE 07-25-403-016	1/1/2015	Rental Registration	\$33.00
				Rental Registration Late Fee:	\$25.00
JDEAddress: 118793	# Calculated Interest Days: 700		*Interest Through: 12/1/2016		\$18.00
				Certify to Taxes Administration Fee	\$45.00
				Adj Total to Certify:	\$121.00

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City#	Property Owner	Address	Service Date	Description	Amount Due
4165	BAGNALL, BONITA	504 W CHURCH ST 07-35-104-010	1/12/2016	Rental Inspection	\$135.00
JDEAddress: 118099	# Calculated Interest Days: 324			Rental Registration Late Fee:	\$25.00
			*Interest Through: 12/1/2016	Certify to Taxes Administration Fee	\$16.00
					\$45.00
				Adj Total to Certify:	\$221.00
4114	BAGNALL, BONNIE	107 S 7TH AVE 07-36-102-018	1/1/2015	Rental Registration	\$33.00
JDEAddress: 120623	# Calculated Interest Days: 700			Rental Registration Late Fee:	\$25.00
			*Interest Through: 12/1/2016	Certify to Taxes Administration Fee	\$18.00
					\$45.00
				Adj Total to Certify:	\$121.00
4115	BAGNALL, BONNIE	108 S 4TH ST 07-35-106-004	1/1/2015	Rental Registration	\$63.00
JDEAddress: 120623	# Calculated Interest Days: 700			Rental Registration Late Fee:	\$25.00
			*Interest Through: 12/1/2016	Certify to Taxes Administration Fee	\$23.00
					\$45.00
				Adj Total to Certify:	\$156.00
4116	BAGNALL, BONNIE	409 W CHURCH ST 07-35-102-011	1/1/2015	Rental Registration	\$63.00
JDEAddress: 120623	# Calculated Interest Days: 700			Rental Registration Late Fee:	\$25.00
			*Interest Through: 12/1/2016	Certify to Taxes Administration Fee	\$23.00
					\$45.00
				Adj Total to Certify:	\$156.00
4117	BAGNALL, BONNIE	504 W CHURCH ST 07-35-104-010	1/1/2015	Rental Registration	\$93.00
JDEAddress: 120623	# Calculated Interest Days: 700			Rental Registration Late Fee:	\$25.00
			*Interest Through: 12/1/2016	Certify to Taxes Administration Fee	\$28.00
					\$45.00
				Adj Total to Certify:	\$191.00
4118	BAGNALL, BONNIE	510 E CHURCH ST 07-35-227-016	1/1/2015	Rental Registration	\$63.00
JDEAddress: 120623	# Calculated Interest Days: 700			Rental Registration Late Fee:	\$25.00
			*Interest Through: 12/1/2016	Certify to Taxes Administration Fee	\$23.00
					\$45.00
				Adj Total to Certify:	\$156.00
4164	DELGADO, LUIS	308 N 3RD AVE 07-26-408-009	12/9/2015	Rental Inspection	\$45.00
JDEAddress: 117562	# Calculated Interest Days: 358			Rental Registration Late Fee:	\$25.00
			*Interest Through: 12/1/2016	Certify to Taxes Administration Fee	\$10.00
					\$45.00
				Adj Total to Certify:	\$125.00
4161	F & C RENTALS, LLC	111 W STATE ST 07-26-377-013	11/4/2015	Rental Inspection	\$180.00
JDEAddress: 116195	# Calculated Interest Days: 393			Rental Registration Late Fee:	\$25.00
			*Interest Through: 12/1/2016	Certify to Taxes Administration Fee	\$24.00
					\$45.00
				Adj Total to Certify:	\$274.00
4137	F&C RENTALS, LLC	111 W STATE ST 07-26-377-013	1/1/2015	Rental Registration	\$301.00
JDEAddress: 116195	# Calculated Interest Days: 700			Rental Registration Late Fee:	\$25.00
			*Interest Through: 12/1/2016	Certify to Taxes Administration Fee	\$64.00
					\$45.00
				Adj Total to Certify:	\$435.00
4127	FRESE PROPERTIES, LLC	303 W LINN ST 07-35-106-012	1/1/2015	Rental Inspection	\$135.00
JDEAddress: 119299	# Calculated Interest Days: 700			Rental Registration Late Fee:	\$25.00
			*Interest Through: 12/1/2016	Certify to Taxes Administration Fee	\$35.00
					\$45.00
				Adj Total to Certify:	\$240.00

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City#	Property Owner	Address	Service Date	Description	Amount Due
4128	FRESE, CHAD	1111 W CHURCH ST	1/1/2015	Rental Registration	\$93.00
		07-34-201-018		Rental Registration Late Fee:	\$25.00
JDEAddress: 116601		# Calculated Interest Days: 700	*Interest Through:	12/1/2016	\$28.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$191.00
4129	FRESE, CHAD	1605 W STATE ST	1/1/2015	Rental Registration	\$33.00
		07-27-355-014		Rental Registration Late Fee:	\$25.00
JDEAddress: 116601		# Calculated Interest Days: 700	*Interest Through:	12/1/2016	\$18.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$121.00
4130	FRESE, CHAD	208 W STATE ST	1/1/2015	Rental Registration	\$93.00
		07-26-379-003		Rental Registration Late Fee:	\$25.00
JDEAddress: 116601		# Calculated Interest Days: 700	*Interest Through:	12/1/2016	\$28.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$191.00
4131	FRESE, CHAD	209 N 1ST ST	1/1/2015	Rental Registration	\$123.00
		07-26-335-005		Rental Registration Late Fee:	\$25.00
JDEAddress: 116601		# Calculated Interest Days: 700	*Interest Through:	12/1/2016	\$33.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$226.00
4132	FRESE, CHAD	303 W LINN ST	1/1/2015	Rental Registration	\$93.00
		07-35-106-012		Rental Registration Late Fee:	\$25.00
JDEAddress: 116601		# Calculated Interest Days: 700	*Interest Through:	12/1/2016	\$28.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$191.00
4133	FRESE, CHAD	310 EDGEWOOD ST	1/1/2015	Rental Registration	\$63.00
		07-26-227-025		Rental Registration Late Fee:	\$25.00
JDEAddress: 116601		# Calculated Interest Days: 700	*Interest Through:	12/1/2016	\$23.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$156.00
4134	FRESE, CHAD	403 1/2 BROMLEY ST	1/1/2015	Rental Registration	\$33.00
		07-26-480-005		Rental Registration Late Fee:	\$25.00
JDEAddress: 116601		# Calculated Interest Days: 700	*Interest Through:	12/1/2016	\$18.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$121.00
4135	FRESE, CHAD	404 SWAYZE ST	1/1/2015	Rental Registration	\$33.00
		07-26-427-015		Rental Registration Late Fee:	\$25.00
JDEAddress: 116601		# Calculated Interest Days: 700	*Interest Through:	12/1/2016	\$18.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$121.00
4136	FRESE, CHAD	430 UNION ST	1/1/2015	Rental Registration	\$33.00
		07-26-429-030		Rental Registration Late Fee:	\$25.00
JDEAddress: 116601		# Calculated Interest Days: 700	*Interest Through:	12/1/2016	\$18.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$121.00
4139	HALA PROPERTIES	12 N 13TH ST	1/1/2015	Rental Inspection	\$45.00
		07-27-378-009		Rental Registration Late Fee:	\$25.00
JDEAddress: 118291		# Calculated Interest Days: 700	*Interest Through:	12/1/2016	\$20.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$135.00

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City#	Property Owner	Address	Service Date	Description	Amount Due
4146	LEONARD, JEFF	4 N 8TH AVE	1/1/2015	Rental Registration	\$63.00
		07-25-358-016		Rental Registration Late Fee:	\$25.00
JDEAddress: 111104	# Calculated Interest Days: 700		*Interest Through: 12/1/2016		\$23.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$156.00
4148	MARTINEZ, ASHLEY & DAMIAN	412 N 12TH AVE	1/1/2015	Rental Inspection	\$45.00
		07-25-329-011		Rental Registration Late Fee:	\$25.00
JDEAddress: 121071	# Calculated Interest Days: 700		*Interest Through: 12/1/2016		\$20.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$135.00
4150	REYNOLDS, CARROLL JR	711 NOBLE ST	1/1/2015	Rental Registration	\$33.00
		07-36-105-007		Rental Registration Late Fee:	\$25.00
JDEAddress: 117657	# Calculated Interest Days: 700		*Interest Through: 12/1/2016		\$18.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$121.00
4151	RODRIGUEZ, LUSANA	408 N 8TH AVE	1/1/2015	Rental Registration	\$33.00
		07-25-308-009		Rental Registration Late Fee:	\$25.00
JDEAddress: 114191	# Calculated Interest Days: 700		*Interest Through: 12/1/2016		\$18.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$121.00
4152	RUIZ, MARIO & CONCEPCION	1012 S CENTER ST	1/1/2015	Rental Registration	\$33.00
		07-35-456-009		Rental Registration Late Fee:	\$25.00
JDEAddress: 116020	# Calculated Interest Days: 700		*Interest Through: 12/1/2016		\$18.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$121.00
4143	SUPERIOR RENTALS	112 S 2ND ST	1/1/2015	Rental Inspection	\$45.00
		07-35-130-029		Rental Registration Late Fee:	\$25.00
JDEAddress: 119666	# Calculated Interest Days: 700		*Interest Through: 12/1/2016		\$20.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$135.00
4144	SUPERIOR RENTALS	511 S 7TH AVE	1/1/2015	Rental Registration	\$45.00
		07-36-302-006		Rental Registration Late Fee:	\$25.00
JDEAddress: 119666	# Calculated Interest Days: 700		*Interest Through: 12/1/2016		\$20.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$135.00
4145	SUPERIOR RENTALS	605 S 7TH AVE	1/1/2015	Rental Registration	\$90.00
		07-36-302-006		Rental Registration Late Fee:	\$25.00
JDEAddress: 119666	# Calculated Interest Days: 700		*Interest Through: 12/1/2016		\$28.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$188.00
4156	SWOPE, MICHAEL	2905 NELSON RD	1/1/2015	Rental Registration	\$33.00
		07-33-151-010		Rental Registration Late Fee:	\$25.00
JDEAddress: 121312	# Calculated Interest Days: 700		*Interest Through: 12/1/2016		\$18.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$121.00
4159	WARREN, CONNIE	209 N 12TH AVE	1/1/2015	Rental Registration	\$33.00
		07-25-451-002		Rental Registration Late Fee:	\$25.00
JDEAddress: 113485	# Calculated Interest Days: 700		*Interest Through: 12/1/2016		\$18.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$121.00

City#	Property Owner	Address	Service Date	Description	Amount Due
Number: 32				Original Assessment:	\$2,272.00
Rental Inspections				Rental Registration Late Fee:	\$800.00
				Interest:	\$733.00
				Certify to Taxes Administration Fee:	\$1,440.00
				Total to Certify to Taxes:	\$5,245.00

Nuisance Abatements

4160	ACQURA LOAN SERVICES, DBA ARC24	108 N 7TH ST 07-27-479-010	9/5/2015 Weed Mowing		\$232.00
			Rental Registration Late Fee:		\$0.00
JDEAddress: 121364	# Calculated Interest Days: 453		*Interest Through: 12/1/2016		\$31.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$308.00
4056	ACQURA LOAN SERVICES, DBA ARC24	108 N 7TH ST 07-27-479-010	7/14/2015 Weed Mowing		\$162.00
			Rental Registration Late Fee:		\$0.00
JDEAddress: 121364	# Calculated Interest Days: 506		*Interest Through: 12/1/2016		\$26.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$233.00
4087	ACQURA LOAN SERVICES, DBA ARC24	108 N 7TH ST 07-27-479-010	1/15/2015 Weed Mowing		\$157.00
			Rental Registration Late Fee:		\$0.00
JDEAddress: 121364	# Calculated Interest Days: 686		*Interest Through: 12/1/2016		\$34.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$236.00
4076	ANKRUM, HAROLD & MARY	908 SUMMIT ST 07-27-453-003	6/16/2015 Weed Mowing		\$162.00
			Rental Registration Late Fee:		\$0.00
JDEAddress: 117987	# Calculated Interest Days: 534		*Interest Through: 12/1/2016		\$27.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$234.00
4113	ANKRUM, HAROLD OR MARY	908 SUMMIT ST 07-27-453-003	8/17/2015 Weed Mowing		\$162.00
			Rental Registration Late Fee:		\$0.00
JDEAddress: 121452	# Calculated Interest Days: 472		*Interest Through: 12/1/2016		\$24.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$231.00
4048	ARLP TRUST CHRISTIANA TRUST AS	912 S 8TH AVE 07-36-354-007	10/21/2014 Weed Mowing		\$200.00
			Rental Registration Late Fee:		\$0.00
JDEAddress: 120965	# Calculated Interest Days: 772		*Interest Through: 12/1/2016		\$47.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$292.00
4119	BALDERAS, JOSE	505 N 5TH ST 07-26-302-001	1/1/2015 Weed Mowing		\$152.00
			Rental Registration Late Fee:		\$0.00
JDEAddress: 115278	# Calculated Interest Days: 700		*Interest Through: 12/1/2016		\$34.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$231.00
3830	BANK OF AMERICA	906 S 2ND AVE 07-35-453-002	8/25/2014 Weed Mowing		\$150.00
			Rental Registration Late Fee:		\$0.00
JDEAddress: 120608	# Calculated Interest Days: 829		*Interest Through: 12/1/2016		\$40.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$235.00

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City#	Property Owner	Address	Service Date	Description	Amount Due
4059	BARAJAS, FRANCISCO	500 LEE ST 07-26-430-022	6/18/2015	Weed Mowing	\$157.00
JDEAddress: 110727	# Calculated Interest Days: 532			Rental Registration Late Fee:	\$0.00
			*Interest Through:	12/1/2016	\$26.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$228.00
4093	BOUNMY, CHRISTOPHER	519 N CENTER ST 07-26-253-001	9/18/2015	Weed Mowing	\$162.00
JDEAddress: 120851	# Calculated Interest Days: 440			Rental Registration Late Fee:	\$0.00
			*Interest Through:	12/1/2016	\$22.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$229.00
4051	BOUNMY, CHRISTOPHER	519 N CENTER ST 07-26-253-001	7/1/2015	Weed Mowing	\$182.00
JDEAddress: 120851	# Calculated Interest Days: 519			Rental Registration Late Fee:	\$0.00
			*Interest Through:	12/1/2016	\$29.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$256.00
4053	BRADY, CHARLES	916 JACKSON ST 07-36-327-013	7/1/2015	Weed Mowing	\$162.00
JDEAddress: 121366	# Calculated Interest Days: 519			Rental Registration Late Fee:	\$0.00
			*Interest Through:	12/1/2016	\$26.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$233.00
4062	DOMINGUEZ, MARCELA	708 LEE ST 07-25-308-012	6/18/2015	Weed Mowing	\$217.00
JDEAddress: 120612	# Calculated Interest Days: 532			Rental Registration Late Fee:	\$0.00
			*Interest Through:	12/1/2016	\$34.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$296.00
4084	DORAN, DUANE	920 JACKSON ST 07-36-327-015	7/8/2014	Weed Mowing	\$870.00
JDEAddress: 105218	# Calculated Interest Days: 877			Rental Registration Late Fee:	\$0.00
			*Interest Through:	12/1/2016	\$198.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$1,113.00
3883	FERRIN, DEAN OR MOLLY	402 N 3RD AVE 07-26-403-030	9/11/2014	Weed Mowing	\$180.00
JDEAddress: 109456	# Calculated Interest Days: 812			Rental Registration Late Fee:	\$0.00
			*Interest Through:	12/1/2016	\$45.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$270.00
4104	FORD-OZYILDIRIM, TERI LYNN	212 N 7TH AVE 07-25-351-008	10/7/2015	Weed Mowing	\$227.00
JDEAddress: 121498	# Calculated Interest Days: 421			Rental Registration Late Fee:	\$0.00
			*Interest Through:	12/1/2016	\$28.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$300.00
4055	GAVAGAN, JAMES OR DANIELLE	311 S 5TH ST 07-35-151-022	7/24/2015	Weed Mowing	\$172.00
JDEAddress: 120180	# Calculated Interest Days: 496			Rental Registration Late Fee:	\$0.00
			*Interest Through:	12/1/2016	\$27.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$244.00
4086	GAVAGAN, JAMES OR DANIELLE	311 S 5TH ST 07-35-151-022	1/15/2015	Weed Mowing	\$157.00
JDEAddress: 120180	# Calculated Interest Days: 686			Rental Registration Late Fee:	\$0.00
			*Interest Through:	12/1/2016	\$34.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$236.00

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City#	Property Owner	Address	Service Date	Description	Amount Due
4044	GAVAGAN, JAMES OR DANIELLE	311 S 5TH ST 07-35-151-022	10/20/2014	Weed Mowing	\$150.00
JDEAddress: 120180	# Calculated Interest Days: 773			Rental Registration Late Fee:	\$0.00
			*Interest Through:	12/1/2016	\$37.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$232.00
4102	GUMMERT, NICOLE	506 N 1ST ST 07-26-327-010	8/26/2015	Weed Mowing	\$1,394.00
JDEAddress: 118699	# Calculated Interest Days: 463			Rental Registration Late Fee:	\$0.00
			*Interest Through:	12/1/2016	\$164.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$1,603.00
4091	HAYWARD, SCOT	412 N 8TH AVE 07-25-308-008	1/16/2015	Weed Mowing	\$271.00
JDEAddress: 120806	# Calculated Interest Days: 685			Rental Registration Late Fee:	\$0.00
			*Interest Through:	12/1/2016	\$53.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$369.00
4099	HAYWARD, SCOT & MELISSA	412 N 8TH AVE 07-25-308-008	9/23/2015	Weed Mowing	\$182.00
JDEAddress: 120806	# Calculated Interest Days: 435			Rental Registration Late Fee:	\$0.00
			*Interest Through:	12/1/2016	\$24.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$251.00
4070	HF 22,11, 25	502 BROMLEY ST 07-26-478-010	6/23/2015	Weed Mowing	\$157.00
JDEAddress: 115525	# Calculated Interest Days: 527			Rental Registration Late Fee:	\$0.00
			*Interest Through:	12/1/2016	\$26.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$228.00
4138	HF 22,11, 25	906 S 11TH AVE 07-36-378-005	8/17/2015	Weed Mowing	\$162.00
JDEAddress: 115525	# Calculated Interest Days: 472			Rental Registration Late Fee:	\$0.00
			*Interest Through:	12/1/2016	\$24.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$231.00
4064	HF 22,11, 25	906 S 11TH AVE 07-36-378-005	6/25/2015	Weed Mowing	\$227.00
JDEAddress: 115525	# Calculated Interest Days: 525			Rental Registration Late Fee:	\$0.00
			*Interest Through:	12/1/2016	\$35.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$307.00
4140	HUCKFELDT, SALLY	902 E ANSON ST 07-36-331-018	8/17/2015	Weed Mowing	\$162.00
JDEAddress: 109665	# Calculated Interest Days: 472			Rental Registration Late Fee:	\$0.00
			*Interest Through:	12/1/2016	\$24.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$231.00
4081	HUCKFELDT, SALLY	902 E ANSON ST 07-36-331-018	6/16/2015	Weed Mowing	\$182.00
JDEAddress: 109665	# Calculated Interest Days: 534			Rental Registration Late Fee:	\$0.00
			*Interest Through:	12/1/2016	\$30.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$257.00
4088	HUCKFELDT, SALLY	902 E ANSON ST 07-36-331-018	1/16/2015	Weed Mowing	\$157.00
JDEAddress: 109665	# Calculated Interest Days: 685			Rental Registration Late Fee:	\$0.00
			*Interest Through:	12/1/2016	\$34.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$236.00

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City#	Property Owner	Address	Service Date	Description	Amount Due
4043	HUCKFELDT, SALLY	902 E ANSON ST 07-36-331-018	10/20/2014	Weed Mowing	\$150.00
				Rental Registration Late Fee:	\$0.00
JDEAddress: 109665	# Calculated Interest Days: 773		*Interest Through: 12/1/2016	Certify to Taxes Administration Fee	\$37.00
					\$45.00
				Adj Total to Certify:	\$232.00
4094	KESTERSON REALTY,	108 N 7TH AVE 07-25-354-009	9/18/2015	Weed Mowing	\$562.00
				Rental Registration Late Fee:	\$0.00
JDEAddress: 120810	# Calculated Interest Days: 440		*Interest Through: 12/1/2016	Certify to Taxes Administration Fee	\$66.00
					\$45.00
				Adj Total to Certify:	\$673.00
4075	KIRK, RAGAN	306 N 6TH ST 07-26-307-005	8/12/2015	Weed Mowing	\$192.00
				Rental Registration Late Fee:	\$0.00
JDEAddress: 121419	# Calculated Interest Days: 477		*Interest Through: 12/1/2016	Certify to Taxes Administration Fee	\$28.00
					\$45.00
				Adj Total to Certify:	\$265.00
4050	LEONARD, JEFFREY	4 N 8TH AVE 07-25-358-016	7/14/2015	Weed Mowing	\$162.00
				Rental Registration Late Fee:	\$0.00
JDEAddress: 111104	# Calculated Interest Days: 506		*Interest Through: 12/1/2016	Certify to Taxes Administration Fee	\$26.00
					\$45.00
				Adj Total to Certify:	\$233.00
4107	MCGARY, KIMBALL	612 BROMLEY ST 07-25-351-020	10/20/2015	Weed Mowing	\$157.00
				Rental Registration Late Fee:	\$0.00
JDEAddress: 119360	# Calculated Interest Days: 408		*Interest Through: 12/1/2016	Certify to Taxes Administration Fee	\$20.00
					\$45.00
				Adj Total to Certify:	\$222.00
4068	MCGARY, KIMBALL	612 BROMLEY ST 07-25-351-020	6/29/2015	Weed Mowing	\$157.00
				Rental Registration Late Fee:	\$0.00
JDEAddress: 119360	# Calculated Interest Days: 521		*Interest Through: 12/1/2016	Certify to Taxes Administration Fee	\$26.00
					\$45.00
				Adj Total to Certify:	\$228.00
4083	MENDOZA, RAFAEL	405½ S 1ST ST 07-35-180-012	8/11/2014	Weed Mowing	\$190.00
				Rental Registration Late Fee:	\$0.00
JDEAddress: 118075	# Calculated Interest Days: 843		*Interest Through: 12/1/2016	Certify to Taxes Administration Fee	\$49.00
					\$45.00
				Adj Total to Certify:	\$284.00
4098	MORALES, ALEJANDRO & BRENDA	303 S 2ND ST 07-35-176-017	9/23/2015	Weed Mowing	\$167.00
				Rental Registration Late Fee:	\$0.00
JDEAddress: 121473	# Calculated Interest Days: 435		*Interest Through: 12/1/2016	Certify to Taxes Administration Fee	\$23.00
					\$45.00
				Adj Total to Certify:	\$235.00
4058	MORENA, ANGEL	201 S 7TH AVE 07-36-103-006	7/7/2015	Weed Mowing	\$187.00
				Rental Registration Late Fee:	\$0.00
JDEAddress: 119407	# Calculated Interest Days: 513		*Interest Through: 12/1/2016	Certify to Taxes Administration Fee	\$29.00
					\$45.00
				Adj Total to Certify:	\$261.00
4108	MORLEY, MELANIE	503 WOODBURY ST 07-26-478-002	10/20/2015	Weed Mowing	\$257.00
				Rental Registration Late Fee:	\$0.00
JDEAddress: 109545	# Calculated Interest Days: 408		*Interest Through: 12/1/2016	Certify to Taxes Administration Fee	\$30.00
					\$45.00
				Adj Total to Certify:	\$332.00

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City#	Property Owner	Address	Service Date	Description	Amount Due
4061	MORLEY, MELANIE	503 WOODBURY ST 07-26-478-002	6/18/2015	Weed Mowing	\$287.00
				Rental Registration Late Fee:	\$0.00
JDEAddress: 109545	# Calculated Interest Days: 532		*Interest Through: 12/1/2016	Certify to Taxes Administration Fee	\$44.00
					\$45.00
				Adj Total to Certify:	\$376.00
4095	REGIONAL REO ASSETS LLC,	512 E MAIN ST 07-26-484-010	9/18/2015	Weed Mowing	\$227.00
				Rental Registration Late Fee:	\$0.00
JDEAddress: 119514	# Calculated Interest Days: 440		*Interest Through: 12/1/2016	Certify to Taxes Administration Fee	\$30.00
					\$45.00
				Adj Total to Certify:	\$302.00
4067	REGIONAL REO ASSETS LLC,	512 E MAIN ST 07-26-484-010	6/30/2015	Weed Mowing	\$247.00
				Rental Registration Late Fee:	\$0.00
JDEAddress: 119514	# Calculated Interest Days: 520		*Interest Through: 12/1/2016	Certify to Taxes Administration Fee	\$37.00
					\$45.00
				Adj Total to Certify:	\$329.00
4072	RICHEY, EDWARD & NANCY	403 S 2ND ST 07-35-179-014	6/23/2015	Weed Mowing	\$312.00
				Rental Registration Late Fee:	\$0.00
JDEAddress: 117563	# Calculated Interest Days: 527		*Interest Through: 12/1/2016	Certify to Taxes Administration Fee	\$46.00
					\$45.00
				Adj Total to Certify:	\$403.00
4065	SICKLES, JOHN & LORI	910 S 11TH AVE 07-36-378-007	6/25/2015	Weed Mowing	\$162.00
				Rental Registration Late Fee:	\$0.00
JDEAddress: 120619	# Calculated Interest Days: 525		*Interest Through: 12/1/2016	Certify to Taxes Administration Fee	\$27.00
					\$45.00
				Adj Total to Certify:	\$234.00
4154	SICKLES, JOHN OR LORI	910 S 11TH AVE 07-36-378-007	8/17/2015	Weed Mowing	\$162.00
				Rental Registration Late Fee:	\$0.00
JDEAddress: 120619	# Calculated Interest Days: 472		*Interest Through: 12/1/2016	Certify to Taxes Administration Fee	\$24.00
					\$45.00
				Adj Total to Certify:	\$231.00
4046	SICKLES, JOHN OR LORI	910 S 11TH AVE 07-36-378-007	10/21/2014	Weed Mowing	\$150.00
				Rental Registration Late Fee:	\$0.00
JDEAddress: 120619	# Calculated Interest Days: 772		*Interest Through: 12/1/2016	Certify to Taxes Administration Fee	\$37.00
					\$45.00
				Adj Total to Certify:	\$232.00
4079	SPINNER, MICHAEL	1408 S 6TH ST 11-02-151-003	6/16/2015	Weed Mowing	\$162.00
				Rental Registration Late Fee:	\$0.00
JDEAddress: 121423	# Calculated Interest Days: 534		*Interest Through: 12/1/2016	Certify to Taxes Administration Fee	\$27.00
					\$45.00
				Adj Total to Certify:	\$234.00
4074	STONERIDGE, LLC,	101 E LINCOLN ST 07-26-407-001	8/4/2015	Weed Mowing	\$167.00
				Rental Registration Late Fee:	\$0.00
JDEAddress: 120620	# Calculated Interest Days: 485		*Interest Through: 12/1/2016	Certify to Taxes Administration Fee	\$25.00
					\$45.00
				Adj Total to Certify:	\$237.00
4073	STONERIDGE, LLC,	101 E LINCOLN ST 07-26-407-001	6/18/2015	Weed Mowing	\$197.00
				Rental Registration Late Fee:	\$0.00
JDEAddress: 120620	# Calculated Interest Days: 532		*Interest Through: 12/1/2016	Certify to Taxes Administration Fee	\$32.00
					\$45.00
				Adj Total to Certify:	\$274.00

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City#	Property Owner	Address	Service Date	Description	Amount Due
4096	SUMMERTREE, LLC,	1206 W CHURCH ST	9/16/2015	Weed Mowing	\$157.00
		07-34-130-003		Rental Registration Late Fee:	\$0.00
JDEAddress: 117517	# Calculated Interest Days: 442		*Interest Through: 12/1/2016		\$22.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$224.00
4066	TALLMAN, AMANDA	111 N 2ND AVE	6/30/2015	Weed Mowing	\$277.00
		07-26-453-014		Rental Registration Late Fee:	\$0.00
JDEAddress: 121418	# Calculated Interest Days: 520		*Interest Through: 12/1/2016		\$41.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$363.00
4106	TALLMAN, AMANDA R	111 N 2ND AVE	10/20/2015	Weed Mowing	\$267.00
		07-26-453-014		Rental Registration Late Fee:	\$0.00
JDEAddress: 121418	# Calculated Interest Days: 408		*Interest Through: 12/1/2016		\$31.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$343.00
4157	TF 29	920 N 5TH AVE	8/17/2015	Weed Mowing	\$182.00
		07-26-228-019		Rental Registration Late Fee:	\$0.00
JDEAddress: 117776	# Calculated Interest Days: 472		*Interest Through: 12/1/2016		\$26.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$253.00
4105	TF 29,	920 N 5TH AVE	10/19/2015	Weed Mowing	\$162.00
		07-26-228-019		Rental Registration Late Fee:	\$0.00
JDEAddress: 117776	# Calculated Interest Days: 409		*Interest Through: 12/1/2016		\$21.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$228.00
4047	TF, 29	920 N 5TH AVE	10/20/2014	Weed Mowing	\$165.00
		07-26-228-019		Rental Registration Late Fee:	\$0.00
JDEAddress: 117776	# Calculated Interest Days: 773		*Interest Through: 12/1/2016		\$40.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$250.00
4100	THOMAS, CYNTHIA	1109 S 4TH ST	9/27/2015	Weed Mowing	\$162.00
		11-02-101-019		Rental Registration Late Fee:	\$0.00
JDEAddress: 117171	# Calculated Interest Days: 431		*Interest Through: 12/1/2016		\$22.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$229.00
4158	THOMAS, CYNTHIA	1109 S 4TH ST	8/20/2015	Weed Mowing	\$182.00
		11-02-101-019		Rental Registration Late Fee:	\$0.00
JDEAddress: 117171	# Calculated Interest Days: 469		*Interest Through: 12/1/2016		\$26.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$253.00
4080	THOMAS, CYNTHIA	1109 S 4TH ST	6/16/2015	Weed Mowing	\$182.00
		11-02-101-019		Rental Registration Late Fee:	\$0.00
JDEAddress: 117171	# Calculated Interest Days: 534		*Interest Through: 12/1/2016		\$30.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$257.00
4063	WASESKUK, LEA	702 ROBERTS TER	6/25/2015	Weed Mowing	\$227.00
		11-10-227-012		Rental Registration Late Fee:	\$0.00
JDEAddress: 121417	# Calculated Interest Days: 525		*Interest Through: 12/1/2016		\$35.00
			Certify to Taxes Administration Fee		\$45.00
			Adj Total to Certify:		\$307.00

City#	Property Owner	Address	Service Date	Description	Amount Due
4089	YEPEZ CASTILLO, WILLIBALDO	709 NEWCASTLE RD 11-12-107-012	1/16/2015	Weed Mowing	\$190.00
				Rental Registration Late Fee:	\$0.00
JDEAddress: 121426		# Calculated Interest Days: 685	*Interest Through: 12/1/2016		\$40.00
				Certify to Taxes Administration Fee	\$45.00
				Adj Total to Certify:	\$275.00

Number: 59	Original Assessment:	\$13,314.00
Nuisance Abatements	Rental Registration Late Fee:	\$0.00
	Interest:	\$2,180.00
	Certify to Taxes Administration Fee:	\$2,655.00
	Total to Certify to Taxes:	\$18,149.00

TOTAL FOR REPORT:	Original Assessment:	\$16,486.00
Number: 97	Rental Registration Late Fee:	\$825.00
	Interest:	\$3,058.00
	Certify to Taxes Administration Fee:	\$4,365.00
	Total to Certify to Taxes:	\$24,734.00

*Interest on Assessments are calculated to Dec 1 of the year they will first be payable as property tax.
(Reference Iowa Code 384.60)

COUNCIL DATE: February 22nd, 2016

VISA	\$0.00	VISA
ACH'S	\$328,874.19	ACH'S
CHECKS	\$338,448.65	CHECKS
PAYROLL#3	\$576,829.83	PERIODS ENDING
\$1,244,152.67 TOTAL FOR COUNCIL		

520520.5600.000	A-1 JANITORIAL SUPPLY	SAMPLE CLEANER	65.00
230110.5600.000	ADLAND ENGRAVING CO INC	ROUSH SERVICE	48.75
101421.5600.450	ADLAND ENGRAVING CO INC	SOCCER SHIRT	11.96
510531.5410.000	ADVANCED GARAGE DOORS, INC	CABLE-OVERHEAD	54.00
520590.5410.000	ADVANCED GARAGE DOORS, INC	CABLE-OVERHEAD	81.00
101860.5231.820	AHLERS & COONEY,PC	JANUARY LEGAL SERVICES	600.00
206710.5600.000	AIRGAS USA, LLC	ACETYLENE/ARGON	79.14
206710.5600.000	AIRGAS USA, LLC	ACETYLENE/OXYGEN	115.33
520520.5600.030	AIRGAS USA, LLC	ARGON FOR AIRPORT	134.38
101110.5450.000	ALLIANCE CONNECT	FEBRUARY PHONE LINES	478.66
101110.5450.000	ALLIANCE CONNECT	FEBRUARY PHONE LINES	34.24
101140.5450.000	ALLIANCE CONNECT	FEBRUARY PHONE LINES	136.98
101310.5450.000	ALLIANCE CONNECT	FEBRUARY PHONE LINES	136.98
101420.5450.000	ALLIANCE CONNECT	FEBRUARY PHONE LINES	198.06
101440.5450.000	ALLIANCE CONNECT	FEBRUARY PHONE LINES	64.36
101480.5450.000	ALLIANCE CONNECT	FEBRUARY PHONE LINES	32.18
101560.5450.000	ALLIANCE CONNECT	FEBRUARY PHONE LINES	35.48
101561.5450.000	ALLIANCE CONNECT	FEBRUARY PHONE LINES	35.48
101581.5450.000	ALLIANCE CONNECT	FEBRUARY PHONE LINES	33.84
101770.5450.000	ALLIANCE CONNECT	FEBRUARY PHONE LINES	35.48
101820.5450.000	ALLIANCE CONNECT	FEBRUARY PHONE LINES	33.84
101830.5450.000	ALLIANCE CONNECT	FEBRUARY PHONE LINES	35.84
101831.5450.000	ALLIANCE CONNECT	FEBRUARY PHONE LINES	35.48
101840.5450.000	ALLIANCE CONNECT	FEBRUARY PHONE LINES	69.32
101850.5450.000	ALLIANCE CONNECT	FEBRUARY PHONE LINES	69.32
101870.5450.000	ALLIANCE CONNECT	FEBRUARY PHONE LINES	33.84
101890.5450.000	ALLIANCE CONNECT	FEBRUARY PHONE LINES	170.80
101890.5450.000	ALLIANCE CONNECT	FEBRUARY PHONE LINES	(0.36)
101891.5450.000	ALLIANCE CONNECT	FEBRUARY PHONE LINES	32.18
152451.5450.000	ALLIANCE CONNECT	FEBRUARY PHONE LINES	33.84
206120.5450.000	ALLIANCE CONNECT	FEBRUARY PHONE LINES	33.84
206710.5450.000	ALLIANCE CONNECT	FEBRUARY PHONE LINES	101.50
206760.5450.000	ALLIANCE CONNECT	FEBRUARY PHONE LINES	35.48
233410.5450.000	ALLIANCE CONNECT	FEBRUARY PHONE LINES	32.18

278690.5450.000	ALLIANCE CONNECT	FEBRUARY PHONE LINES	103.16
283210.5450.000	ALLIANCE CONNECT	FEBRUARY PHONE LINES	33.84
283210.5450.000	ALLIANCE CONNECT	FEBRUARY PHONE LINES	35.48
283210.5450.000	ALLIANCE CONNECT	FEBRUARY PHONE LINES	35.48
290113.5450.000	ALLIANCE CONNECT	FEBRUARY PHONE LINES	241.80
510531.5450.000	ALLIANCE CONNECT	FEBRUARY PHONE LINES	22.28
520520.5450.000	ALLIANCE CONNECT	FEBRUARY PHONE LINES	110.98
520590.5450.000	ALLIANCE CONNECT	FEBRUARY PHONE LINES	14.86
550780.5450.000	ALLIANCE CONNECT	FEBRUARY PHONE LINES	66.02
281690.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	23.06
281690.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	14.91
281690.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	36.86
281690.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	11.07
281690.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	31.31
281690.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	68.05
101410.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	12.11
101310.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	2,390.83
101310.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	1,052.62
520590.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	79.47
101410.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	23.99
520520.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	16,418.53
510531.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	363.66
520520.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	19.81
206710.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	1,784.10
206710.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	1,757.00
550780.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	1,171.34
101410.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	163.18
101410.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	16.82
101410.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	79.07
530540.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	26.25
101410.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	59.15
520590.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	114.95
510531.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	299.68
101410.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	94.64
101410.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	110.08
520520.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	121.51
520590.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	193.04
510531.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	92.46
520590.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	138.69
101410.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	33.73
520520.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	1,860.11
101310.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	2,543.98
101310.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	1,211.08
206710.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	2,095.05
206710.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	2,047.45
550780.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	906.88
101440.5331.500	AMERICAN RED CROSS	2016 LTS FACILITY FEE	300.00

206710.5340.010	AMERICAN TEST CENTER INC	ANNUAL SAFETY TESTS	1,635.00
283210.5320.000	AREA SANITATION	SAFE HOUSES	90.00
101110.5570.000	ARNOLD MOTOR SUPPLY	5 STD MINIATURES	47.09
101110.5570.000	ARNOLD MOTOR SUPPLY	BATTERY	92.93
101110.5570.000	ARNOLD MOTOR SUPPLY	DIMMER SWITCH	69.34
206710.5570.000	ARNOLD MOTOR SUPPLY	GASKET SEAL	48.99
206710.5600.000	ARNOLD MOTOR SUPPLY	GLOVES	42.73
550780.5570.000	ARNOLD MOTOR SUPPLY	HEATER	34.71
206710.5600.000	ARNOLD MOTOR SUPPLY	IMPACT WRENCH	442.11
101110.5570.000	ARNOLD MOTOR SUPPLY	OIL FILTER	3.51
101110.5570.000	ARNOLD MOTOR SUPPLY	STD MINIATURES	18.84
206710.5570.000	ARNOLD MOTOR SUPPLY	TRACTOR LIGHT	43.08
550780.5570.000	ARNOLD MOTOR SUPPLY	TRANSMISSION	37.17
101891.5340.150	ASSOCIATED COMPUTER SYSTEMS LTD	JDE LOGIN ISSUE	95.00
206710.5600.000	ARAMARK	MAT SERVICE	59.45
101410.5340.010	ARAMARK	PARKSHOP&COLISEUM	13.71
101410.5340.010	ARAMARK	PARKSHOP&COLISEUM	13.71
101410.5340.010	ARAMARK	PARKSHOP&COLISEUM	9.15
101410.5340.010	ARAMARK	PARKSHOP&COLISEUM	13.71
152451.5340.010	ARAMARK	PARKSHOP&COLISEUM	2.80
152451.5340.010	ARAMARK	PARKSHOP&COLISEUM	2.80
152451.5340.010	ARAMARK	PARKSHOP&COLISEUM	7.36
152451.5340.010	ARAMARK	PARKSHOP&COLISEUM	2.80
101410.5340.010	ARAMARK	RVRVIEW SHELTER	23.83
101410.5340.010	ARAMARK	RVRVIEW SHELTER	23.83
999.1125.000	AVESIS THIRD PARTY ADMINISTRATORS	VISION PLAN	75.18
999.1125.000	AVESIS THIRD PARTY ADMINISTRATORS	VISION PLAN	40.56
999.1125.000	AVESIS THIRD PARTY ADMINISTRATORS	VISION PLAN	29.48
999.1125.000	AVESIS THIRD PARTY ADMINISTRATORS	VISION PLAN	180.12
999.1131.000	AXA EQUITABLE	RETIREMENT	450.00
206710.5340.070	BACKFLOW PREVENTION SERVICES	ANNUAL TEST	150.00
206710.5340.070	BACKFLOW PREVENTION SERVICES	ANNUAL TEST	150.00
101310.5732.300	BAKER & TAYLOR ENTERTAINMENT	DVDs	81.55
101310.5732.300	BAKER & TAYLOR ENTERTAINMENT	DVDs	18.21
101310.5732.300	BAKER & TAYLOR ENTERTAINMENT	DVDs	29.15
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	67.67
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	14.55
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	72.72
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	45.17
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	14.56
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	25.03
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	39.19
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	15.11
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	31.40
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	178.15
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	15.12
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	7.79

101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	19.90
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	3.59
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	71.64
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	30.80
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	4.79
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	430.79
101310.5732.320	BAKER & TAYLOR INCORP	MEMORIAL BOOKS	37.75
101310.5732.320	BAKER & TAYLOR INCORP	MEMORIAL BOOKS	28.74
206710.5610.930	BARCO MUNICIPAL PRODUCTS INC	SOLAR HAZARD	316.41
150891.5703.000	BDH INFORMATION TECHNOLOGY LLC	COMPUTER-P&R	581.48
150891.5703.000	BDH INFORMATION TECHNOLOGY LLC	MICROSOFT UPGRADE	1,085.48
510531.5703.000	BDH INFORMATION TECHNOLOGY LLC	MICROSOFT UPGRADE	167.00
520520.5703.000	BDH INFORMATION TECHNOLOGY LLC	MICROSOFT UPGRADE	417.49
206710.5410.000	BENS TIRE & AUTO	#64 TIRE REPAIR	90.00
684990.5230.000	BERNIE LOWE & ASSOCIATES, INC	JANUARY INSURANCE	2,194.50
101310.5732.300	BLACKSTONE AUDIO, INC.	AUDIO BOOKS	45.00
101310.5732.300	BLACKSTONE AUDIO, INC.	AUDIO BOOKS	217.49
101310.5732.300	BLACKSTONE AUDIO, INC.	AUDIO BOOKS	45.00
101310.5732.300	BRODART INC	GRAPHIC&LOST BOOKS	51.46
101310.5732.320	BRODART INC	GRAPHIC&LOST BOOKS	110.01
101310.5732.300	BRODART INC	GRAPHIC/JUVENELLE	45.01
101310.5732.300	BRODART INC	GRAPHIC/JUVENELLE	150.29
101310.5732.320	BRODART INC	GRAPHIC/JUV	301.91
101310.5732.300	BRODART INC	JUVENILE BOOKS	18.59
101310.5732.300	BRODART INC	JUVENILE BOOKS	14.53
101310.5732.300	BRODART INC	JUVENILE BOOKS	4.67
101310.5732.300	BRODART INC	JUVENILE BOOKS	158.44
101310.5732.300	BRODART INC	JUVENILE BOOKS	18.68
101310.5732.300	BRODART INC	JUVENILE BOOKS	9.34
101310.5732.300	BRODART INC	JUVENILE BOOKS	146.17
101310.5732.300	BRODART INC	JUVENILE BOOKS	85.43
101310.5732.300	BRODART INC	JUVENILE BOOKS	147.70
101310.5732.300	BRODART INC	SPANISH BOOKS	27.02
101310.5732.300	BRODART INC	SPANISH BOOKS	179.45
206740.5340.240	BRYCON CORPORATION	2015 SIDEWALK REPAIR	1,506.55
101580.5562.000	CAPITAL CITY EQUIPMENT COMPANY	SPRING&DISC	176.24
101110.5132.000	CARPENTER UNIFORM COMPANY	2 SHIRTS POLICE DEPT	116.33
101110.5132.000	CARPENTER UNIFORM COMPANY	2SHIRTS POLICE DEPT	116.33
101310.5732.300	CENGAGE LEARNING INC	BOOK	19.46
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE BOOKS	80.96
101310.5600.000	CENTRAL IOWA DISTRIBUTING INC	TISSUE	173.50
101880.5600.080	CENTRAL IOWA DISTRIBUTING INC	TOILET PAPER	113.34
101880.5600.080	CENTRAL IOWA DISTRIBUTING INC	TOILET PAPER	113.33
206710.5600.080	CENTRAL IOWA DISTRIBUTING INC	TOILET PAPER	113.33
101410.5718.000	CENTRAL IOWA FARM STORE INC	TRIMMER/BLOWER	719.98
206712.5600.000	CENTRAL IOWA MACHINE SHOP INC	PICK UP PART	136.00
101770.5480.000	CENTRAL IOWA WATER ASSOCIATION	AIRPORT WATER	289.12

206760.5600.000	CENTRAL OFFICE SUPPLY	1 BX FOLDERS	29.50
283210.5600.000	CENTRAL OFFICE SUPPLY	OFFICE SUPPLIES	62.77
290113.5450.000	CENTURYLINK	2/1-2/19 POLICE DEPT	418.00
290113.5450.000	CENTURYLINK	2/1-2/29 POLICE DEPT	76.00
290113.5450.000	CENTURYLINK	2/1-2/29 POLICE DEPT	20.37
290113.5450.000	CENTURYLINK	2/1-2/29 POLICE DEPT	606.78
206710.5610.510	CESSFORD CONSTRUCTION COMPANY	HIGH PERF COLD MIX	190.80
206710.5610.510	CESSFORD CONSTRUCTION COMPANY	HIGH PERF COLD MIX	223.20
206120.5132.000	CITY LAUNDERING COMPANY	UTILITY DEPT UNIFORMS	28.06
206120.5132.000	CITY LAUNDERING COMPANY	UTILITY DEPT UNIFORMS	28.06
206120.5132.000	CITY LAUNDERING COMPANY	UTILITY DEPT UNIFORMS	28.06
206120.5132.000	CITY LAUNDERING COMPANY	UTILITY DEPT UNIFORMS	28.06
491750.5230.030	CLAPSADDLE GARBER ASSOC INC	ALLIANT GAS ROAD	11,124.00
101760.5230.030	CLAPSADDLE GARBER ASSOC INC	DOLLAR TREE RD	866.00
101760.5230.030	CLAPSADDLE GARBER ASSOC INC	DOLLAR TREE RD	1,471.00
417756.5230.030	CLAPSADDLE GARBER ASSOC INC	S 18TH AVE IMPROVEMENT	1,898.10
491750.5230.030	CLAPSADDLE GARBER ASSOC INC	SE SOUTH ST	1,431.21
152451.5600.450	COCA COLA ENTERPRISES INC	CONCESSION RESALES	593.84
101310.5600.000	CoLibri Systems	BOOK COVERS	1,410.00
999.0110.150	COLONIAL LIFE	SHORT TERM	91.00
999.1129.000	COLONIAL LIFE	SHORT TERM	323.11
101310.5600.000	CRESCENT ELECTRIC SUPPLY CO	BALLAST-LIBRARY	112.15
152451.5410.000	CRESCENT ELECTRIC SUPPLY CO	COLISEUM LIGHTS	89.19
101770.5570.000	CROP PRODUCTION SERVICES	#1 DIESEL FUEL	266.42
101770.5570.000	CROP PRODUCTION SERVICES	#1 DIESEL FUEL	108.99
520520.5600.000	CROP PRODUCTION SERVICES	DTE10 EXCEL	195.00
206710.5340.800	DAVE'S CRANE & WRECKER SERVICE	TOW DUMP TRUCK	428.00
290113.5718.000	DELL MARKETING L P INC	5 COMPUTER TOWERS	5,474.65
101310.5732.320	DENNIS KIBBEE	RETURNED LOST BOOK	19.99
101310.5732.300	DIAMOND LAKE BOOK CO	JUVENILE BOOKS	143.60
277660.5261.750	DONALD W PRESTON JR	CONTRACT SNOW REMOVALS	40.00
281690.5261.750	DONALD W PRESTON JR	CONTRACT SNOW REMOVALS	40.00
281690.5261.750	DONALD W PRESTON JR	CONTRACT SNOW REMOVALS	40.00
281690.5261.750	DONALD W PRESTON JR	CONTRACT SNOW REMOVALS	40.00
281690.5261.750	DONALD W PRESTON JR	CONTRACT SNOW REMOVALS	40.00
283210.5261.750	DONALD W PRESTON JR	CONTRACT SNOW REMOVALS	40.00
283210.5261.750	DONALD W PRESTON JR	CONTRACT SNOW REMOVALS	40.00
277660.5261.750	DONALD W PRESTON JR	CONTRACT SNOW REMOVALS	20.00
281690.5261.750	DONALD W PRESTON JR	CONTRACT SNOW REMOVALS	20.00
281690.5261.750	DONALD W PRESTON JR	CONTRACT SNOW REMOVALS	20.00
281690.5261.750	DONALD W PRESTON JR	CONTRACT SNOW REMOVALS	20.00
281690.5261.750	DONALD W PRESTON JR	CONTRACT SNOW REMOVALS	20.00
283210.5261.750	DONALD W PRESTON JR	CONTRACT SNOW REMOVALS	20.00
283210.5261.750	DONALD W PRESTON JR	CONTRACT SNOW REMOVALS	20.00
101850.5230.020	EIDEBAILLY LLP	AUDIT COMPLETION	14,800.00
206711.5749.000	ELLIOTT EQUIPMENT CO	STREET SWEEPER	160,720.00
101420.5340.640	EMILY HAZEN	2/1-2/14 ZUMBA CLASSES	90.00

520520.5749.000	ENGINEERED EQUIPMENT SOLUTIONS INC	REPLACED SK	26,900.00
283210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L.C	LEAD WIPE	78.00
283210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L.C	LEAD WIPE	60.00
283210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L.C	LEAD WIPE	12.00
283210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L.C	LEAD WIPE	78.00
283210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L.C	LEAD WIPE	16.25
283210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L.C	LEAD WIPE	84.00
283210.5600.032	ENVIRONMENTAL HAZARDS SERVICES, L.L.C	SOIL TEST	6.00
283210.5600.032	ENVIRONMENTAL HAZARDS SERVICES, L.L.C	SOIL TEST	6.00
206710.5600.000	FASTENAL COMPANY	OP SUPPLIES	9.46
206710.5600.000	FASTENAL COMPANY	OP SUPPLIES	26.17
206710.5600.000	FASTENAL COMPANY	OP SUPPLIES	250.75
101110.5460.000	FBINAA -IOWA CHAPTER	SPRING RE-TRAINING	125.00
528590.5230.030	FOX ENGINEERING ASSOCIATES INC	2014 SANITARY SEWER	5,553.00
522590.5230.030	FOX ENGINEERING ASSOCIATES INC	MARSHALLTOWN	1,628.00
101110.5132.000	GALLS LLC	BOOTS POLICE DEPT	71.40
101110.5132.000	GALLS LLC	HOLSTER POLICE DEPT	188.94
550780.5460.000	GILLIG LLC	LAMP ASSY	552.31
101561.5231.000	GRIMES BUCK SCHOELL & BEACH	1/6-2/8 SERVICES	75.00
101860.5231.000	GRIMES BUCK SCHOELL & BEACH	1/6-2/8 SERVICES	6,945.00
478581.5231.000	GRIMES BUCK SCHOELL & BEACH	1/6-2/8 SERVICES	375.00
101141.5460.000	GUEST SERVICES	PAT CORNWELL	300.48
520520.5600.030	HACH COMPANY	A-1 MED MPN	297.90
520520.5340.070	HACH COMPANY	ORGANIC SENSOR	675.00
520520.5600.030	HACH COMPANY	PIPET/FREIGHT	68.68
101140.5410.000	HARTWIG PLUMBING & HEATING INC	UNPLUG ROOF DRAIN	145.00
206710.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	2/1-2/29 PUBLIC WORKS	238.12
510531.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	2/1-2/29 PUBLIC WORKS	48.28
520590.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	2/1-2/29 PUBLIC WORKS	71.79
550780.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	2/1-2/29 PUBLIC WORKS	119.04
290113.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	2/1-2/29 PUBLIC WORKS	450.00
290113.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	2/1-2/29 PUBLIC WORKS	88.00
206710.5340.800	HOGELAND BODY	TOWING PLOW TRUCK	100.00
291180.5230.030	HOWARD R GREEN COMPANY, INC	LEVEE GATEWAY	14,841.25
101140.5112.010	ICMA RETIREMENT 457	RETIREMENT FUND	707.71
101410.5061.010	ICMA RETIREMENT 457	RETIREMENT FUND	17,881.08
101420.5061.010	ICMA RETIREMENT 457	RETIREMENT FUND	1,117.57
101440.5061.010	ICMA RETIREMENT 457	RETIREMENT FUND	1,117.57
101580.5061.010	ICMA RETIREMENT 457	RETIREMENT FUND	1,117.57
152451.5061.010	ICMA RETIREMENT 457	RETIREMENT FUND	1,117.57
999.1130.000	ICMA RETIREMENT 457	RETIREMENT FUND	3,423.99
999.1130.000	ICMA RETIREMENT 457	RETIREMENT FUND	509.79
999.1130.000	ICMA RETIREMENT 457	RETIREMENT FUND	205.00
999.1130.000	ICMA RETIREMENT 457	RETIREMENT FUND	1,653.93
999.1130.000	ICMA RETIREMENT 457	RETIREMENT FUND	120.00
101310.5732.250	INGRAM LIBRARY SERVICES	REFERENCE MATERIALS	44.98
101140.5600.000	INTERSTATE ALL BATTERY CENTER	BATTERIES	52.20

101440.5251.000	IOWA DEPT OF PUBLIC HEALTH	POOL RENEWAL	175.00
290113.5340.070	IOWA DEPT OF PUBLIC SAFETY	1/3 LINE CHARGE	360.00
101110.5340.070	IOWA DEPT OF PUBLIC SAFETY	JAN-MARCH TERMINAL BILL	249.30
290113.5340.070	IOWA DEPT OF PUBLIC SAFETY	JAN-MARCH TERMINAL BILL	2,243.70
101141.5460.000	IOWA HEALTH DSM TRAINING CTR	COMPLETION	188.50
206120.5340.070	IOWA ONE CALL	UNDERGROUND LOCATER	13.50
510531.5230.000	IOWA ONE CALL	UNDERGROUND LOCATER	27.52
520590.5230.000	IOWA ONE CALL	UNDERGROUND LOCATER	41.28
101310.5732.250	IOWA POETRY ASSOCIATION	2 COPIES	18.00
101850.5870.000	IPERS	RETIREMENT	20.92
999.1106.000	IPERS	RETIREMENT	32,101.83
999.1106.000	IPERS	RETIREMENT	32,042.18
999.1106.000	IPERS	RETIREMENT	(91.51)
999.1106.000	IPERS	RETIREMENT	58.09
999.1106.000	IPERS	RETIREMENT	(52.08)
999.1106.000	IPERS	RETIREMENT	(0.03)
999.1116.000	IUPAT PPME LOCAL 2003	UNION DUES	871.73
101310.5600.000	JANWAY COMPANY USA INC	EAR BUDS	439.03
101110.5460.000	JUAN TEJADA	CONFERENCE LUNCHES	24.49
101420.5340.640	KAREN GALE	2/1-2/14 ZUMBA CLASSES	165.00
101110.5570.010	KATHERINE, HERMSEN	TRAINING MILEAGE	227.29
101110.5430.000	LANGUAGE LINE SERV INC	PHONE INTERPRETER	9.75
290113.5450.000	LANGUAGE LINE SERV INC	PHONE INTERPRETER	224.55
206710.5340.290	LEDFORD TREE & LAWN SERVICE CO	STUMP REMOVAL	125.00
101840.5360.000	MAIL SERVICES	CITY ADMINISTRATION	282.44
101840.5360.000	MAIL SERVICES	CITY ADMINISTRATION	190.03
283210.5360.000	MAIL SERVICES	LEAD ABATEMATEMENT	17.37
283210.5360.000	MAIL SERVICES	LEAD ABATEMATEMENT	9.55
101790.5360.000	MAIL SERVICES	PARKING TICKETS	44.27
278690.5360.000	MAIL SERVICES	RENT ASSISTANCE	76.25
278690.5360.000	MAIL SERVICES	RENT ASSISTANCE	58.02
101561.5360.000	MAIL SERVICES	RENTAL INSPECTIONS	9.39
101561.5360.000	MAIL SERVICES	RENTAL INSPECTIONS	7.30
101860.5331.500	MARSHALL COUNTY AUDITOR	28E AGREEMENT	2,500.00
101110.5570.010	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS & DIESEL	3,484.87
101140.5570.000	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS & DIESEL	373.68
101410.5570.010	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS & DIESEL	253.73
101410.5570.060	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS & DIESEL	44.00
101560.5570.000	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS & DIESEL	20.37
101561.5570.000	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS & DIESEL	33.96
101581.5570.000	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS & DIESEL	16.30
206120.5570.000	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS & DIESEL	215.15
206712.5570.000	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS & DIESEL	2,675.73
218110.5570.000	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS & DIESEL	7.56
510531.5570.010	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS & DIESEL	128.50
510532.5570.060	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS & DIESEL	32.23
520520.5570.010	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS & DIESEL	125.26

520520.5570.060	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS & DIESEL	61.39
520590.5570.010	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS & DIESEL	192.75
550780.5570.060	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS & DIESEL	2,740.34
101770.5410.000	MARSHALLTOWN AVIATION INC	AMAZON-AIRPORT HANGER	70.90
101770.5570.000	MARSHALLTOWN AVIATION INC	ARNOLD MOTOR	35.25
101770.5410.000	MARSHALLTOWN AVIATION INC	GROUND MAINTENANCE	2,970.36
101770.5600.000	MARSHALLTOWN AVIATION INC	INTERNET	30.05
101770.5570.000	MARSHALLTOWN AVIATION INC	NAPA INV#46	49.67
101770.5410.000	MARSHALLTOWN AVIATION INC	SPAHN&ROSE	39.23
101770.5410.000	MARSHALLTOWN AVIATION INC	SPAHN&ROSE	40.74
101770.5410.000	MARSHALLTOWN AVIATION INC	UNDERGROUND LOCATER	130.00
101310.5340.050	MARSHALLTOWN COMM SCHOOL DISTRICT	LOL FIELD TRIP COOKIES	147.39
520520.5480.030	MARSHALLTOWN WATER WORKS	JANUARY PLANT USAGE	1,143.15
101410.5151.000	MCFARLAND CLINIC PC	NEW HIRES/ RANDOM TEST	103.84
101710.5151.000	MCFARLAND CLINIC PC	NEW HIRES/ RANDOM TEST	76.56
520520.5151.000	MCFARLAND CLINIC PC	NEW HIRES/ RANDOM TEST	116.64
550780.5151.000	MCFARLAND CLINIC PC	NEW HIRES/ RANDOM TEST	233.28
681110.5338.000	MCFARLAND CLINIC PC	NEW HIRES/ RANDOM TEST	102.96
681110.5338.000	MEDTRAK SERVICES LLP	1/16-1/31 PRESC MEDS	280.67
681140.5338.000	MEDTRAK SERVICES LLP	1/16-1/31 PRESC MEDS	53.91
101310.5732.300	MICROMARKETING LLC	ADULT AUDIO BOOKS	179.97
101310.5732.300	MICROMARKETING LLC	DVDs	15.98
101310.5732.300	MICROMARKETING LLC	DVDS	23.18
101310.5732.300	MICROMARKETING LLC	DVDS	35.94
101310.5732.300	MICROMARKETING LLC	JUVENILE AUDIO BOOKS	123.98
101310.5732.300	MICROMARKETING LLC	JUVENILE AUDIO BOOKS	124.95
101310.5732.320	MICROMARKETING LLC	REPLACED LOST CD	6.00
520520.5600.030	MIDLAND SCIENTIFIC INC	LAB SUPPLIES	277.30
520520.5600.030	MIDLAND SCIENTIFIC INC	HYDRO SOLUTION	17.47
520520.5600.030	MIDLAND SCIENTIFIC INC	LAB SUPPLIES	139.38
101770.5410.000	MIDWEST LIQUID SYSTEMS INC	JET FUEL TANK	1,541.17
520520.5718.000	MILLER MECHANICAL SPEC INC	CARBON STEEL	1,097.17
290113.5450.000	MINERVA VALLEY TELEPHONE	2/1-2/29 COUNTY 911	50.00
101850.5600.000	MINUTEMAN INC	CARD STOCK	2.40
510531.5570.000	NAPA	AIR FILTER	3.29
520590.5570.000	NAPA	AIR FILTER	4.93
206710.5600.000	NAPA	BLADE/HOSE	18.68
101410.5600.080	NAPA	DRUM TAP	53.42
206710.5570.000	NAPA	FILTERS	58.34
510531.5570.000	NAPA	FILTERS/OIL	21.16
510531.5570.000	NAPA	FILTERS/OIL	26.43
520590.5570.000	NAPA	FILTERS/OIL	31.73
520590.5570.000	NAPA	FILTERS/OIL	39.63
206710.5600.000	NAPA	GEAR BOX	24.98
206710.5570.000	NAPA	LAMP BULBS	23.65
101110.5570.000	NAPA	LAMP/FREIGHT	252.06
101110.5570.000	NAPA	LAMP/FREIGHT	60.56

206710.5600.000	NAPA	LOOM #39	15.68
510531.5570.000	NAPA	OIL FILTERS	15.11
520590.5570.000	NAPA	OIL FILTERS	22.66
206710.5570.000	NAPA	OP SUPPLIES	51.35
550780.5570.000	NAPA	ORINGS	2.84
550780.5570.000	NAPA	SCREWDRIVER	31.90
206710.5600.000	NAPA	SHOP SUPPLIES	6.16
550780.5570.000	NAPA	WINDSHIELD	111.52
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	RETIREMENT	60,231.74
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	RETIREMENT	59,791.93
101110.5430.000	NATALIE SOLMS	1.4 HRS INTERPRETING	45.00
152451.5600.450	NORTHERN LIGHTS DISTRIBUTING, INC	CONCESSION RESALE	199.74
101310.5340.070	OCLC, INC	CATALOGING	832.10
550780.5216.000	ONE SOURCE	NEW EMPLOYEE	35.00
101850.5340.100	ORACLE CORPORATION	10/1-12/31/15 SERVICES	4,407.82
206710.5570.000	O'REILLY AUTOMOTIVE INC	AUTO PARTS	131.44
101110.5570.000	O'REILLY AUTOMOTIVE INC	CLEANING SUPPLIES	20.46
101310.5732.300	OVERDRIVE, INC.	eBOOKS	98.88
290113.5450.000	PARTNER COMMUNICATIONS CO-OP	10/1-10/31 POLICE	451.94
290113.5450.000	PARTNER COMMUNICATIONS CO-OP	10/1-10/31 POLICE	1,033.43
290113.5450.000	PARTNER COMMUNICATIONS CO-OP	2/1-2/29 COUNTY 911	1,033.43
290113.5450.000	PARTNER COMMUNICATIONS CO-OP	2/1-2/29 MARSHALLTOWN	451.94
283210.5410.000	PETTENGILL CONSTRUCTION	404 W LINN	2,170.00
101310.5472.000	PETTY CASH - LIBRARY	LIBRARY PETTY CASH	18.01
101310.5600.000	PETTY CASH - LIBRARY	LIBRARY PETTY CASH	22.00
101310.5600.000	PREMIER OFFICE EQUIPMENT	LIBRARY CONTRACT	(44.31)
101310.5600.000	PREMIER OFFICE EQUIPMENT	LIBRARY CONTRACT	(41.25)
101310.5600.000	PREMIER OFFICE EQUIPMENT	LIBRARY CONTRACT	393.40
150310.5380.000	PREMIER OFFICE EQUIPMENT	LIBRARY CONTRACT	320.64
101310.5600.000	PREMIER OFFICE EQUIPMENT	LIBRARY CONTRACT	25.32
101310.5600.000	PREMIER OFFICE EQUIPMENT	LIBRARY CONTRACT	(70.15)
101310.5600.000	PREMIER OFFICE EQUIPMENT	LIBRARY CONTRACT	(56.58)
101310.5600.000	PREMIER OFFICE EQUIPMENT	LIBRARY CONTRACT	109.61
101310.5600.000	PREMIER OFFICE EQUIPMENT	LIBRARY CONTRACT	226.74
101310.5600.000	PREMIER OFFICE EQUIPMENT	LIBRARY CONTRACT	75.47
101310.5600.000	PREMIER OFFICE EQUIPMENT	LIBRARY CONTRACT	54.51
101850.5340.070	PREMIER OFFICE EQUIPMENT	HEATROLLER	76.89
283210.5600.010	PROJECT ENERGY SAVERS LLC	HEALTHY HOMES	984.00
206760.5410.000	RACOM CORPORATION	BATTERY	65.00
550780.5410.000	RACOM CORPORATION	DISCONNECTOR	47.50
101110.5570.000	RACOM CORPORATION	INSTALL RADAR	289.00
101110.5570.000	RACOM CORPORATION	INSTALL RADAR	289.00
101110.5132.000	RACOM CORPORATION	KNOB KIT/SP	150.00
101110.5132.000	RACOM CORPORATION	SPEAKER MIC	165.00
101310.5410.000	RECORD AUTOMATIC DOORS	DOOR REPAIR	210.25
101310.5732.300	RECORDED BOOKS LLC	ADULT AUDIO BOOKS	22.49
101310.5732.300	RECORDED BOOKS LLC	ADULT AUDIO BOOKS	68.38

101310.5732.300	RECORDED BOOKS LLC	ADULT AUDIO BOOKS	35.99
101310.5732.300	RECORDED BOOKS LLC	ADULT AUDIO BOOKS	99.00
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	99.00
550780.5331.500	REGION SIX PLANNING COMMISSION	DEC2015 PARATRANSIT RIDES	3,082.00
550780.5331.500	REGION SIX PLANNING COMMISSION	JAN2016 PARATRANSIT RIDES	3,326.00
206710.5340.010	SAFETY-KLEEN SYSTEMS INC	USED OIL SERVICES	80.00
101310.5732.300	SANDRA J GOWDY	PAID ORDER	37.82
152451.5340.010	SCHENDEL PEST CONTROL COMPANY	COLISEUM	22.50
101310.5340.010	SCHENDEL PEST CONTROL COMPANY	LIBRARY	57.00
101410.5340.010	SCHENDEL PEST CONTROL COMPANY	REUNION HALL	40.00
101310.5340.010	SERVICEMASTER OF M'TOWN INC	LIBRARY CLEANING	1,369.33
101310.5600.000	SHOWCASES	CD ALBUMS	161.73
101310.5600.000	SHOWCASES	CD ALBUMS	191.43
101310.5600.000	SHOWCASES	CD ALBUMS	110.70
520520.5340.010	SJE-RHOMBUS	JANUARY-MARCH SERVICES	1,250.00
401410.5230.030	SNYDER & ASSOCIATES, INC.	IOWA RIVER INTERCEPTOR	8,127.28
401410.5230.030	SNYDER & ASSOCIATES, INC.	IOWA RIVER INTERCEPTOR	9,288.32
101310.5340.010	STONE SANITATION	LIBRARY SERVICES	99.07
101310.5600.000	STRAND'S INC	STACKS ROOM BLINDS	338.61
101110.5570.010	TANNER, HUNT	TRAINING MILEAGE	87.83
999.1128.010	TASC	FLEX BENEFITS	5,064.86
999.1128.020	TASC	FLEX BENEFITS	2,037.47
999.1128.020	TASC	FLEX BENEFITS	(0.23)
999.1108.000	TEAMSTERS LOCAL 238	WPCP&POLICE UNION DUES	1,579.52
999.1110.000	TEAMSTERS LOCAL 238	WPCP&POLICE UNION DUES	167.00
101310.5732.300	THE BOOK FARM, INC	JUVENILE BOOKS	16.95
101840.5210.000	TIMES-REPUBLICAN	DECEMBER PUBLICATIONS	464.33
101870.5210.000	TIMES-REPUBLICAN	DECEMBER PUBLICATIONS	52.74
290113.5210.000	TIMES-REPUBLICAN	E911 BUDGET NOTICE	55.62
101140.5210.000	TIMES-REPUBLICAN	EMPLOYMENT ADS	65.94
101420.5210.000	TIMES-REPUBLICAN	EMPLOYMENT ADS	365.25
520520.5210.000	TIMES-REPUBLICAN	EMPLOYMENT ADS	587.25
550780.5210.000	TIMES-REPUBLICAN	EMPLOYMENT ADS	102.00
101840.5210.000	TIMES-REPUBLICAN	JANUARY PUBLICATIONS	407.47
101870.5210.000	TIMES-REPUBLICAN	JANUARY PUBLICATIONS	18.54
283210.5210.000	TIMES-REPUBLICAN	JANUARY PUBLICATIONS	116.60
206710.5210.000	TIMES-REPUBLICAN	STREET MECHANIC AD	300.25
550780.5210.000	TIMES-REPUBLICAN	TRANSIT AD	148.98
206710.5570.000	TRANS-IOWA EQUIPMENT LLC	CAD CELL	92.52
101141.5460.000	TREASURERS OFFICE	FIRE OFFICE	400.00
101310.5340.010	UNIQUE MANAGEMENT SERVICES, INC	OVERDUE COLLECTIONS	143.20
101410.5151.000	UNITY POINT-SIOUX CITY	DOT DRUG&ALCOHOL TESTS	74.00
101710.5151.000	UNITY POINT-SIOUX CITY	DOT DRUG&ALCOHOL TESTS	74.00
101820.5280.000	UNITY POINT-SIOUX CITY	DOT DRUG&ALCOHOL TESTS	100.00
520520.5151.000	UNITY POINT-SIOUX CITY	DOT DRUG&ALCOHOL TESTS	37.00
550780.5151.000	UNITY POINT-SIOUX CITY	DOT DRUG&ALCOHOL TESTS	74.00
150310.5380.000	US BANK EQUIPMENT FINANCE	COPIER CONTRACT PAYMENT	336.50

101110.5450.100	VERIZON WIRELESS	12/26-1/25 POLICE	680.19
290113.5450.000	VERIZON WIRELESS	12/26-1/25 POLICE	34.34
101110.5600.000	WATCH GUARD VIDEO	WIRELESS MIC	305.00
684990.5339.000	WELLMARK INC	1/8-1/14 MEDS	42,599.89
101880.5410.000	WOODMAN CONTROLS	1/11&1/28 SERVICES	767.22
206710.5600.000	WW GRAINGER	BLOWER	94.65
101310.5600.000	WW GRAINGER	OP SUPPLIES	3.39
101881.5600.000	WW GRAINGER	OP SUPPLIES	503.16
101110.5570.010	WYATT SHELANGOSKI	TRAINING MILEAGE	46.96
101140.5340.070	XEROX CORPORATION	COPIES/MAINT -FIRE DEPT	56.72
520520.5340.070	XEROX CORPORATION	JANUARY COPIES WPCP	69.76
550780.5450.000	YELLOW PAGES	2/5-5/5 ADVERTISING	229.00
101410.5600.000	ZEE MEDICAL, INC	MEDICAL SUPPLIES	92.75
550780.5600.000	ZEE MEDICAL, INC	MEDICAL SUPPLIES	64.40
520520.5410.000	ZIEGLER INC	CAT399 BREAKER EVALUATION	2,160.00
520520.5410.000	ZIEGLER INC	CAT399 SERVICES	812.33

667,322.84

ORDINANCE NO _____

AN ORDINANCE AMENDING THE MARSHALLTOWN ZONING ORDINANCE AMENDING THE WANDERING CREEK PLANNED UNIT DEVELOPMENT GENERALLY LOCATED ON THE SOUTH SIDE OF 233RD STREET WEST OF CAMPBELL DRIVE, HEREAFTER KNOWN AS EAGLE VIEW AT WANDERING CREEK PLANNED UNIT DEVELOPMENT

WHEREAS, the Wandering Creek PUD was initially approved in 2007 by the City Council and amended in 2011; and

WHEREAS, an amendment has been submitted by the new owners of the property to the Plan Zoning Commission requesting a change in the name of the development to Eagle View at Wandering Creek PUD and to allow an increase in density compared to the 2011 amendment; and

WHEREAS, the Plan Zoning Commission reviewed the request January 14, 2016, held a public hearing on February 11, 2016 and recommended approval to the City Council at their meeting on February 11, 2016.

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

Section 1. The Eagle View at Wandering Creek PUD amendment has been reviewed and is in the best interest of the City.

Section 2. The public hearing required on this zoning amendment shall be held in the Council Chambers at 10 W. State Street, Marshalltown, Iowa at 5:30 P.M., local time on the 28th day of March 2016 and the City Clerk is directed to cause a publication of the notice of the public hearing in one issue of the Marshalltown Times-Republican, a newspaper published in Marshalltown, Marshall County, Iowa, not less than 7 days nor more than 20 days prior to the date of the public hearing fixed herein.

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

Passed this _____ day of _____, 2016, and signed this _____ day of _____, 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



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

February 18, 2016

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

From: Michelle Spohnheimer
Housing & Community Development Director

Re: Eagle View at Wandering Creek PUD Amendment

Policy Issue: Planned Unit Developments are a zoning classification allowed under the zoning ordinance. When a previously approved PUD increases in density by more than 10% from the latest version we must follow the rezoning procedures. The Plan Zoning Commission reviewed the request and held a public hearing. The Council must now review the request in the form of an ordinance having three readings and a public hearing scheduled for March 28, 2016.

Recommendation: Staff recommends approving the request to amend the PUD. The Plan Zoning Commission also recommended approval of the request. We received one public comment requesting some additional fencing on the east property line which was agreeable to the owner. Copies of the new plan and supporting documentation presented to the Plan Zoning Commission are attached.

Background: Wandering Creek PUD was first approved in 2007 by the City of Marshalltown. The development was scheduled to include 70 townhome units at that point in time. After the first two buildings were constructed the project failed to continue and ultimately transferred ownership and was amended in 2011 to include a combination of 45 single-family and townhome units. Today we have a request from the new ownership to return back to a plan most similar to the original allowing an additional 54 units to be constructed and to change the name to Eagle View at Wandering Creek PUD.

Budget Impact: n/a

Attachment: Amended concept plan, letter from the developer, elevation drawings.

cc: Randy Wetmore, City Administrator

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



WOODLANDS
CONSTRUCTION COMPANY



1496 Hwy 30 * Suite 300 * Tama, IA 52339

Ms. Michelle Spohnheimer
Housing & Community Development Director
City of Marshalltown
36 N. Center St.
Marshalltown, IA 50158

Dear Michelle,

Allow me to reintroduce myself and our company. I'm Jeff Denniston, General Manager of Woodlands Construction Company based in Tama. We are a division of Meskwaki, Inc.; a multifaceted company dealing in residential to industrial construction, real estate holdings & management, professional services, warehousing, wholesale supply, and fuel blending & transportation.

We have purchased the property east and adjacent to Wandering Creek golf course in Marshalltown and are currently in the process with CGA Engineers for site design. This will be a Planned Unit Development zoning district and we anticipate a two-phased subdivision to develop the site. The first phase will be finishing the 24 townhome units along the existing Eagle Ridge Road and the second phase will be constructing a new street and 29 townhomes as the market allows.

The project is named Eagle View at Wandering Creek and will consist of approximately 53 ranch style townhomes in 2, 3, and 4 unit per building configurations. Each unit is approximately 1,600 sq. ft. with upgraded standard amenities including granite tops, Maytag appliances, Diamond Cabinetry, and many other high-end features our buyers expect. Additionally, there will be a single building of the same architecture to house the H.O.A., rental, and sales offices, as well as maintenance equipment storage. These homes will be primarily for sale but we will make units available for lease if that need arises.

CGA has done traffic impact research and anticipates 160 daily trips per phase. After full build-out we would expect 320 trips per day. A round trip counts as two trips (one trip out, one trip in).

I have included elevations of the buildings and the conceptual layout for the entire site. Our plan is to submit a preliminary plat for the entire site and a final plat for phase one shortly so we can begin building in the spring. These will be based off the concept plan and only amended as necessary due to topographic or other infrastructure needs.

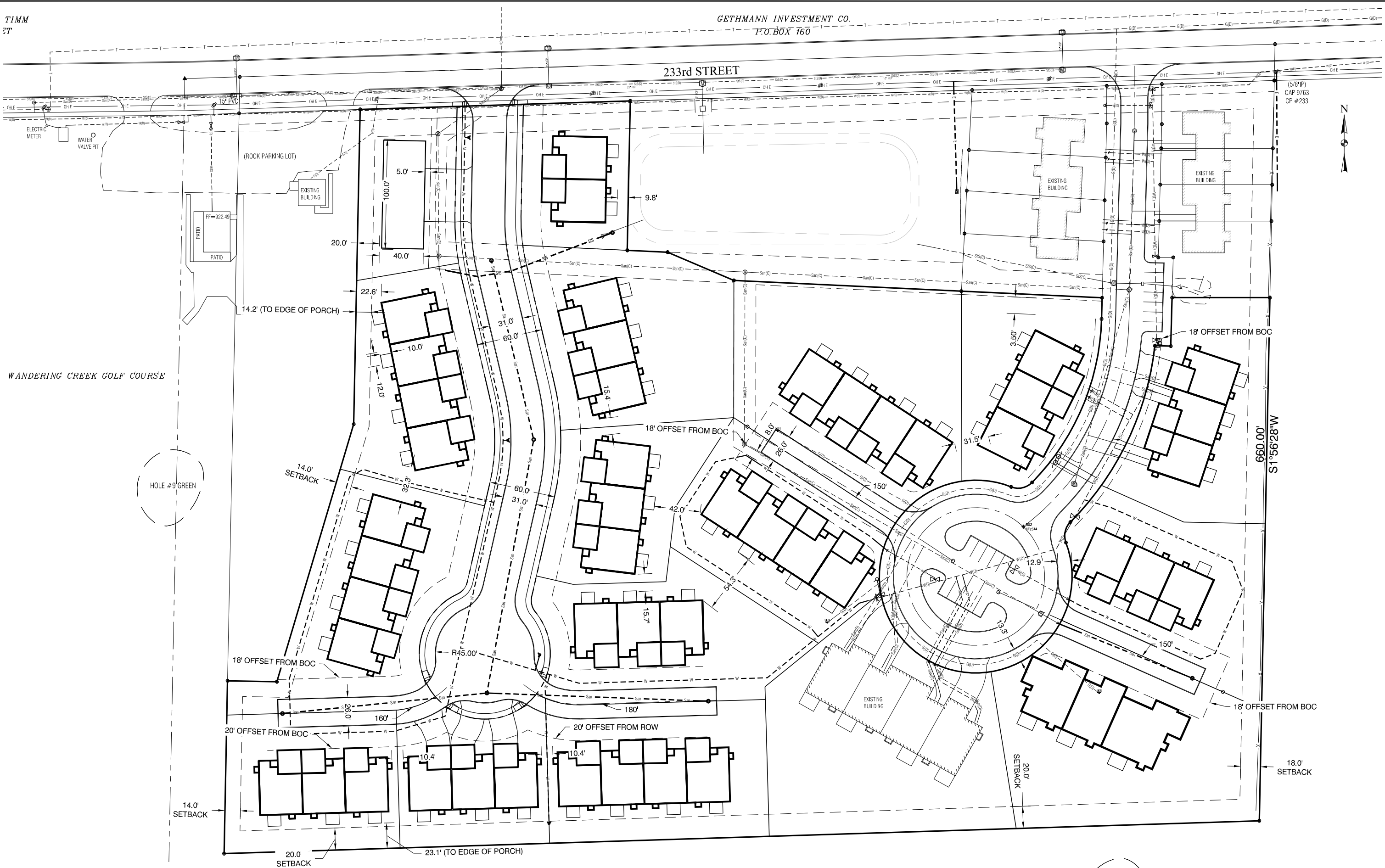
Thank you for your assistance and consideration. We look forward to working through this process with you and the City of Marshalltown.

Best Regards,


Jeffrey D. Denniston
General Manager

TIMM
3T

GETHMANN INVESTMENT CO.
P.O. BOX 160



J:\5574\dwg\Exhibits\5574 - Concept #4B - 12-30-15.dwg - CGA Plan - 12-30-15 - 3:14pm - gjl282



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE



Clapsdille-Garber Associates, Inc.
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-753-6701
www.cgaconsultants.com

DESIGNED: _____ DATE: _____
DRAWN: _____ DATE: 12-30-15
CHECKED: _____ DATE: _____
APPROVED: _____ DATE: _____

EAGLE VIEW DEVELOPMENT
MARSHALLTOWN, IOWA

CONCEPT #4B

PROJECT NO.
5574.04
SHEET NO.
1



J:\557\A\wg\Exhibits\5574 - Exhibit for Waiting Paths - 2-5-16.dwg - CGA Plan - 02-05-16 11:28am - s0202



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE



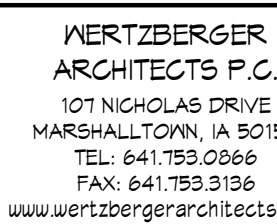
Claspedle-Garber Associates, Inc.
18 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgaconsultants.com

DESIGNED: _____ DATE: _____
DRAWN: _____ DATE: 02-05-2016
CHECKED: _____ DATE: _____
APPROVED: _____ DATE: _____

EAGLE VIEW DEVELOPMENT

MARSHALLTOWN, IOWA

PROJECT NO.
5574.04
SHEET NO.
1 OF 1



Marshalltown, Iowa

Project No: 15035

[illegible]

This drawing and the details on it are the sole property of the architect and may be used for this specific project only. It shall not be loaned, copied, or reproduced, in whole or in part, for any other purpose or project without the written consent of the architect.

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Se:

PERMIT
SET

The Professional Architects seal affixed to this sheet applies only to the material and items shown on this sheet. All drawings, instruments or other documents not exhibiting this seal shall not be considered prepared by this architect and this architect expressly disclaims any and all responsibility for

Date:	11/09/2015
Scale:	As indicated

Scale:	
Sheet Title:	

Elevations

Sheet Num

A04





COUNCIL PROCEEDINGS
February 22, 2016

The Marshalltown City Council met in regular session on February 22, 2016, at 5:30 PM, in the Council Chambers at City Hall. Mayor Lowrance called the meeting to order and led the Pledge of Allegiance. Present: Gowdy, Hoop, Lamer, Martin, Schubert, Wirin. Participating fully by speakerphone due to being out of state: Greer. Mayor Lowrance recognized Captain Jones and Sargeant Thein for graduating from a Northwestern University leadership program, and the following employees for years of service: 20 years- Stacy Roads, 15 years – Michelle Spohnheimer, 10 Years – Scott Shively and Nathan White. Councilor Lamer requested the Anson Park area be evaluated and included in the site review for the Police and Fire building study. Schubert moved to approve the agenda, second by Gowdy. Motion approved 7-0.

CONSENT AGENDA:

Gowdy moved to approve the Consent Agenda: Approve Council meeting Minutes of February 8, 2016, and Special Meeting minutes of February 15, 2016; Approve Bill List in the amount of \$ 1,244,152.67; Receipt of January 2016 Building Report; Appoint Jake Reynolds to the Marshalltown Softball Association; Renewal Liquor licenses: Vaughn's Pub, Food & Gas Mart (613 N 3rd Ave), Kwik Star #706 (810 S 3rd Ave); second by Greer. Consent agenda adopted 7-0.

REPORT:

Fire Chief Rierson presented the 2015 Annual Fire Department Report.

MOTIONS:

Schubert moved to approve 8 month liquor license, Marshalltown Speedway, Class B Beer (BB) includes Wine Coolers, effective date March 26, 2016. Application made by Toby Kruse, same operator as previous year, second by Lamer. Motion carried 7-0.

RESOLUTIONS:

Lamer moved to adopt Resolution 2016-018 Approving Permit Fee and Service Charges Schedule of the Fire Department, second by Martin. Fees were updated to include fees for hazardous material handling, re-inspection of failed inspections and plan review. Resolution adopted 7-0.

Schubert moved to adopt Resolution 2016-019 Approving Interlocal Contract for Cooperative Purchasing, re: purchase of fire vehicle, second by Gowdy. The city attorney evaluated the purchasing agreement and found it documented and complied with the competitive bidding process required by state law. Resolution adopted 7-0.

Martin moved to adopt Resolution 2016-020 Ordering Construction of the 2016 Televising Project 590015011A, Fox Engineering, second by Wirin. The project is part the of the DNR Consent Order and assesses the sewers for the next lining project. Resolution adopted 7-0.

Wirin moved to adopt Resolution 2016-021 Approving Engineering Services Agreement with Clapsaddle-Garber Associates, Inc., for 18th Ave Portland Cement Concrete Patching Project 76015009, in the amount of \$98,380.00, second by Schubert. Resolution adopted 7-0.

Hoop moved to adopt Resolution 2016-022 Approving Engineering Services Agreement with Clapsaddle-Garber Associates, Inc., for Ingledue Storm Sewer Rehab Project 29108009, in the amount of \$86,000.00, second by Gowdy. Resolution adopted 7-0.

Greer moved to adopt Resolution 2016-023 Approving Engineering Services Agreement with Clapsaddle-Garber Associates, Inc., for T-Hangar Floor Improvements Project – Phase II, \$14,700.00, second by Wirin. Six hangars were paved in 2014. This project will pave the remaining four. The project is paid by 85% state funds, with 15% paid from the general fund. Resolution adopted 7-0.

Greer left the meeting at 6:07 PM, due to the call being disconnected. Lamer moved to adopt Resolution 2016-024 Approving Engineering Services Agreement with Clapsaddle-Garber Associates, Inc., for the Pavement Rehabilitation Project – Runway 18 and Connecting Taxiway to Runway 36, in the amount of \$34,744.00, second by Wirin. The FAA requires runways to meet minimum paving standard, this project is federally funded at 90% with the remainder to be paid from the general fund. Resolution adopted 6-0, Greer absent.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open regarding the ten year lease with Central Iowa River Gun Club of Marshalltown. There were no written or public comments. Greer joined the meeting at 6:10 PM.

Schubert moved to adopt Resolution 2016-025 Adopting Tentative Resolution Approving Lease Agreement with Central Iowa River Gun Club of Marshalltown, Iowa, relating to lease of facility under the Center Street viaduct, for a period of ten years, in the amount of one hundred dollars, second by Wirin. Resolution adopted 7-0.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open regarding the Plans and Specifications, Form of Contract and Cost for the WPCP Bio Gas Generator Replacement Project 52015014A. There were no written or public comments.

Lamer moved to adopt Resolution 2016-026 Approving Plans and Specifications, Form of Contract and Cost for the WPCP Bio Gas Generator Replacement Project 52015014A, second by Hoop. Resolution adopted 7-0.

COUNCIL PROCEEDINGS
February 22, 2016

PUBLIC HEARING

Mayor Lowrance declared the public hearing open regarding the Plans and Specifications, Form of Contract and Cost for the 2015 Oil Mix Street Project 76015005. Mr. Carkhuf, 2504 Hilltop Drive, asked for clarification that the street will be graded and manholes adjusted. Public Works Director Nickel responded the work includes 12 inches of subsurface grading prior to adding street surface material and the manholes will be adjusted. There were no written comments.

Hoop moved to delete the section of Maytag Road east of 6th Street from the plans, second by Schubert. The council discussed concern that the city would be deeding the street to the Central Iowa Farm Store. The Central Iowa Farm Store is not the sole abutting owner to Maytag Road, although a portion of Maytag Road runs through their implement yard. Motion failed 3-4, with Lamer, Martin, Wirin and Gowdy dissenting. Greer left the meeting at 6:19 PM.

Lamer moved to adopt Resolution 2016-027 Approving Plans and Specifications, Form of Contract and Cost for the 2015 Oil Mix Street Project 76015005 (Hilltop, 8th St, Maytag Rd, Highland Acres Rd frontage south of Lincoln Way), second by Martin. Resolution adopted 6-0, Greer absent. Greer returned at 6:21.

ORDINANCES

Martin moved to adopt the second reading of Ordinance 14947 Amending Chapter 27 “Vegetation” relating to planting and maintenance of terrace trees and prohibited tree species on or adjacent to any street, terrace, avenue of highway in the city, second by Hoop. Section 27-20 will be corrected to replace the word “compiled” with “complied”. Second reading adopted 6-1, with Schubert dissenting.

Wirin moved to adopt the first reading of Ordinance 14948 Amending the Marshalltown Zoning Ordinance Amending the Wandering Creek Planned Unit Development Generally Located on the South Side of 233rd Street West of Campbell Drive, hereafter known as Eagle View at Wandering Creek Planned Unit Development, second by Gowdy. Spohnheimer informed the council the Plan Zoning Commission recommends approval. A public hearing is required before the ordinance may be adopted. The area was rezoned in 2007 and amended in 2011 to add single units. New owners have provided new plans to add 52 units. First reading adopted 7-0.

DISCUSSION

The clerk asked the council to consider the resolution approving the Tax Schedule, regarding unpaid fees for nuisance abatement, illegal fire response fees, rental registration and no show rental inspection charges at the May 7th special meeting previously set for the public budget hearing. These unpaid charges will be assessed to be paid as a property tax.

PUBLIC COMMENT

City Administrator Wetmore advised the public the Parks and Recreation office will be understaffed and closed part of the day between February 24 and March 2. There will be signage to indicate when the office will be closed. Chief Tupper encouraged participation in the 2016 Police Academy.

CLOSED SESSION

6:35 PM. Lamer moved to enter into Closed session pursuant to Section 21.5, subsection 1, paragraph c, of the Code of Iowa, to discuss strategy with counsel in matters where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the city in that litigation. The City of Marshalltown has an attorney-client relationship with Attorney Roger Schoell, appointed as City Attorney on May 5, 2014, by Council Resolution #2014-047, second by Wirin. Motion carried 7-0.

Gowdy moved, second by Greer to enter open session. All approved 7-0. Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin.

6:53 PM. In open session. Roll call: Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin. All present.

Motion in open session: Greer moved to reject the settlement offer made by the landlord’s and proceed with litigation, second by Schubert. Motion passed 7-0. Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin.

Martin moved to adjourn, second by Gowdy. Motion passed 7-0. Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin.

ADJOURNMENT

The meeting adjourned at 6:54 PM.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

James L. Lowrance, Mayor

Shari L. Coughenour, CMC, City Clerk



COUNCIL AGENDA

CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET

FEBRUARY 22, 2016, at 5:30 PM

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

CALL TO ORDER: Mayor James L. Lowrance

PLEDGE OF ALLEGIANCE:

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

MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS:

Graduates from School of Police Staff and Command: Captain Jones, Sergeant Thein

Years of Service:

20 years: Stacy Roads: Communications Center

15 years: Michelle Spohnheimer: Director, Housing & Community Development

10 years: Scott Shively: Street Department; Nathan White: Fire Department.

APPROVAL OF AGENDA:

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

1. Approve Council meeting Minutes of February 8, 2016, and Special Meeting minutes of February 15, 2016.
2. Approve Bill List in the amount of \$ 1,244,152.67.
3. Receipt of January 2016 Building Report
4. Appoint Jake Reynolds to the Marshalltown Softball Association.
5. Renewal Liquor licenses: Vaughn's Pub, Food & Gas Mart (613 N 3rd Ave), Kwik Star #706 (810 S 3rd Ave).

(end of consent agenda items)

REPORT:

6. Fire Department Annual Report

MOTIONS:

7. Approve 8 month liquor license, Marshalltown Speedway, Class B Beer (BB) includes Wine Coolers, effective date March 26, 2016. Application made by Toby Kruse, same operator as previous year.

RESOLUTIONS:

8. Resolution 2016-018 Approving Permit Fee and Service Charges Schedule of the Fire Department.
9. Resolution 2016-019 Approving Interlocal Contract for Cooperative Purchasing, re: purchase of fire vehicle
10. Resolution 2016-020 Ordering Construction of the 2016 Televising Project 590015011A, Fox Engineering
11. Resolution 2016-021 Approving Engineering Services Agreement with Clapsaddle-Garber Associates, Inc., for 18th Ave Portland Cement Concrete Patching Project 76015009, in the amount of \$98,380.00.

Visit www.ci.marshalltown.ia.us

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

Marshalltown



12. Resolution 2016-022 Approving Engineering Services Agreement with Clapsaddle-Garber Associates, Inc., for Ingledue Storm Sewer Rehab Project 29108009, in the amount of \$86,000.00.
13. Resolution 2016-023 Approving Engineering Services Agreement with Clapsaddle-Garber Associates, Inc., for T-Hangar Floor Improvements Project – Phase II, \$14,700.00.
14. Resolution 2016-024 Approving Engineering Services Agreement with Clapsaddle-Garber Associates, Inc., for the Pavement Rehabilitation Project – Runway 18 and Connecting Taxiway to Runway 36, in the amount of \$34,744.00

PUBLIC HEARING

15. Resolution 2016-025 Adopting Tentative Resolution Approving Lease Agreement with Central Iowa River Gun Club of Marshalltown, Iowa, relating to lease of facility under the Center Street viaduct, for a period of ten years, in the amount of one hundred dollars.

PUBLIC HEARING

16. Resolution 2016-026 Approving Plans and Specifications, Form of Contract and Cost for the WPCP Bio Gas Generator Replacement Project 52015014A

PUBLIC HEARING

17. Resolution 2016-027 Approving Plans and Specifications, Form of Contract and Cost for the 2015 Oil Mix Street Project 76015005 (Hilltop, 8th St, Maytag Rd, Highland Acres Rd frontage south of Lincoln Way)

ORDINANCES:

19. Ordinance 14947 Amending Chapter 27 “Vegetation” relating to planting and maintenance of terrace trees and prohibited tree species on or adjacent to any street, terrace, avenue of highway in the city, second reading.
20. Ordinance 14948 Amending the Marshalltown Zoning Ordinance Amending the Wandering Creek Planned Unit Development Generally Located on the South Side of 233rd Street West of Campbell Drive, hereafter known as Eagle View at Wandering Creek Planned Unit Development.

DISCUSSION:

21. Collection process regarding unpaid fees for nuisance abatement, illegal fire response fees, rental registration and no show rental inspection charges. These unpaid charges will be assessed to be paid as a property tax.

PUBLIC COMMENTS:

CLOSED SESSION

22. Closed session pursuant to Section 21.5, subsection 1, paragraph c, of the Code of Iowa, to discuss strategy with counsel in matters where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the city in that litigation. The City of Marshalltown has an attorney-client relationship with Attorney Roger Schoell, appointed as City Attorney on May 5, 2014, by Council Resolution #2014-047.

ADJOURNMENT:

Visit www.ci.marshalltown.ia.us

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

Marshalltown



2012

COUNCIL PROCEEDINGS

February 8, 2016

The Marshalltown City Council met in regular session on February 8, 2016, at 5:30 PM, in the Council Chambers at City Hall. Mayor Lowrance called the meeting to order and led the Pledge of Allegiance. Present: Gowdy, Greer, Hoop, Lamer, Martin, Schubert. Absent: Wirin. Mayor Lowrance expressed condolences to the family of Michael Morrow. Mayor Lowrance announced a special council meeting will be held on February 15 at noon to discuss the budget. Schubert moved to approve the agenda, second by Greer. Motion approved 6-0.

CONSENT AGENDA:

Greer moved to approve the Consent Agenda: Approve Council meeting Minutes of January 25, 2016, and special council minutes of February 1, 2016; Approve Bill List in the amount of \$1,407,183.10; Receipt of Building Report for Month of December 2015; Resolution 2016-015 Accepting Urban Revitalization Applications; Renewal Liquor licenses: Aung Parame Grocery Store, LLLP with a permanent Transfer to 134 E State St; Jiffy Convenience Stores; Abarrotes La Salud, Inc., Dollar General Store #2019, Dollar General Store #4206; Ocean City Chinese Restaurant; Rumours Sports Bar & Grill; Hy Vee Food & Drugstore; 7 Rayos Liquor Store; Fareway Stores, Inc.; second by Gowdy. Consent agenda adopted 6-0.

REPORT:

Prochaska and Associates presented an update on the progress of the Police and Fire building study, noting 15 sites were reviewed and seven sites being selected for additional review. Community focus groups will be utilized to help the ad hoc committee analyze sites.

MOTIONS:

Schubert moved to approve a Class C Liquor License at 101 N Center Street, Los Laureles, second by Greer. Motion carried 6-0.

RESOLUTIONS:

Lamer moved to adopt Tentative Resolution 2016-016 Setting Public Hearing for Lease Agreement with Central Iowa River Gun Club of Marshalltown, Iowa, for February 22, 2016, relating to lease of facility under the Center Street viaduct, for a period of ten years, in the amount of one hundred dollars, second by Hoop. Resolution adopted 6-0.

Martin moved to adopt Resolution 2016-017 Ordering Construction of the WPCP Bio Gas Generator Replacement, setting public hearing on proposed plans, specifications, form of contract and estimated cost and directing publication of notice to bidders, project 52015014A, second by Schubert. Resolution adopted 6-0.

ORDINANCES

Lamer moved to adopt the third reading of Ordinance 14945, Amending Sanitary Sewer Rates, with the proposal draft marked "for consideration 2/8/16" second by Martin. The proposal was for two year increase, 2016 and 2017. The motion failed 3-3, with Gowdy, Hoop and Schubert dissenting.

Hoop moved to adopt the third reading of Ordinance 14945, Amending Sanitary Sewer Rates, with the proposal draft marked "for consideration 2/8/16" adding a third year (2016, 2017, 2018) at the same rate of increase, second by Schubert. The motion passed 4-2, with Lamer and Martin dissenting. Third reading of Ordinance 14945 passed and Ordinance adopted.

Hoop moved to adopt the first reading of Ordinance 14947 Amending Chapter 27 "Vegetation" relating to planting and maintenance of terrace trees and prohibited tree species on or adjacent to any street, terrace, avenue of highway in the city, second by Greer. First reading adopted 6-0.

DISCUSSION

Public Works director Nickel briefly reviewed the 2015 Oil Mix Street improvement project, including Hilltop, 8th Street, Maytag Road and the frontage road south of Lincoln Way on Highland Acres, the public hearing will be held on February 22.

Barb Hagestrand requested city support for the city portion of the storm water detention pond for the city parking lot and alley adjacent to the Kibbey building. The project engineer was directed to submit detailed bid information and project specifications to determine the scope of the public project cost. The initial cost estimate of the project is \$110,000, with estimate of 50% being the city portion. A storm water management grant has been applied for with the Iowa Economic Development Authority.

Public Works Director Justin Nickel and Marshall County Engineer Paul Gielenfeldt were present to discuss the North Center Street bridge reconstruction project. The project is eligible for federal and state bridge funds, the city received a notice of award for up to \$1 million for reconstruction of the North Center Street Bridge. The project will be let by the county within three years. The county will be responsible for administration and inspection of the project. It is likely a 28E agreement will be required to outline the responsibilities for the project between Marshall County and City of Marshalltown. Supervisor Thompson thanked the city for their assistance with the grant application.

Annual staff in service training, city hall offices closed February 15. There will be a special council meeting at noon on February 15 to discuss the budget.

COUNCIL PROCEEDINGS

February 8, 2016

PUBLIC COMMENT

Bill Egleston, 509 Brentwood Road, asked if there would be money in the budget to cover mosquito spraying. City Administrator Wetmore advised the council bids to demolish the dangerous and dilapidated buildings will be let soon.

ADJOURNMENT

The meeting adjourned at 6:28 PM.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

James L. Lowrance, Mayor

Shari L. Coughenour, CMC, City Clerk

Council Proceedings
Special Council Meeting
February 15, 2016

A Special meeting of the Marshalltown City Council was convened on February 15, 2016, at 12:00 PM, in the Council Chambers at City Hall, according to posted notices. Mayor Lowrance called the meeting to order. ROLL CALL: Present -- Gowdy, Greer, Hoop, Lamer, Schubert, Wirin. Absent: Martin.

Finance Director Steiner reviewed the budget and proposed tax asking for fiscal year ending June 30, 2017. The recommended tax rate is \$15.28158, an increase of 51.9 cents, generally attributed to the capital improvement levy and the newly adopted library levy of 27 cents. A budget amendment for FYE 2016 will be presented later this spring.

Wirin moved to set the public hearing on the FYE 2017 and Capital Improvement Plan for March 7, 2015, with the meeting to be held at noon, second by Lamer. Motion carried 6-0.

With no additional action the meeting adjourned at 12:49 PM

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, City Clerk

Building Division Improvement Value & Fee Summary - Jan. 2016

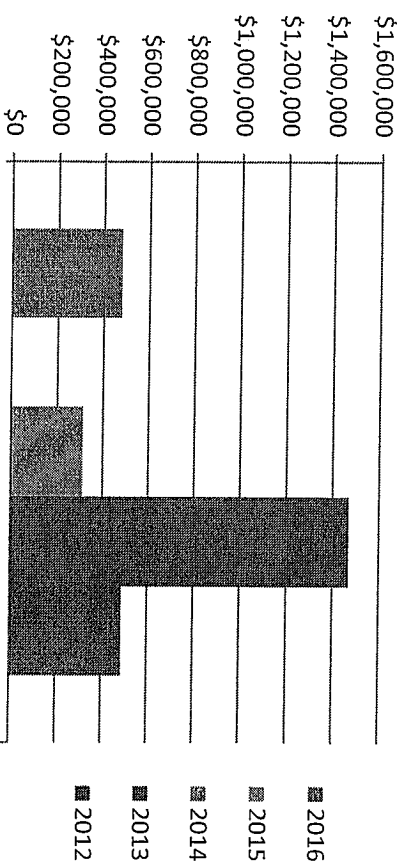
Total Improvement Value Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2016	\$479,000												\$479,000
2015	\$0												\$0
2014	\$311,000												\$311,000
2013	\$1,470,000												\$1,470,000
2012	\$489,000												\$489,000

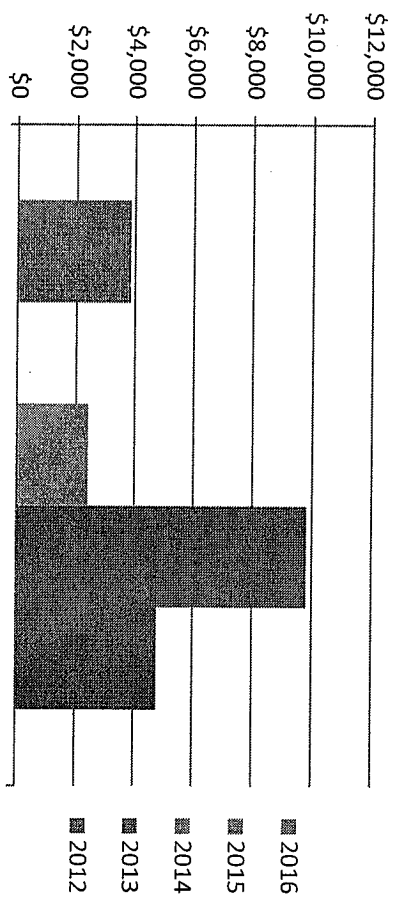
Total Fees Received Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2016	\$3,860												\$3,860
2015	\$0												\$0
2014	\$2,414												\$2,414
2013	\$9,824												\$9,824
2012	\$4,789												\$4,789

Total Improvement Value Comparison



Total Fees Received Comparison



Row

MARSHALLTOWN FIRE & RESCUE

Inter-Office Memo

To: Mayor & City Council

From: David Rierson

Date: 12-30-15

RE: Proposed Fee Changes

Mayor & Council,

Attached to this memo is a proposed listing of fees for the fire department. While the majority of the fees have remained the same, I have highlighted the fees I am recommending for change. The current fee scheduled is based on the Uniform Fire Code and was presented to the City Council on March 11, 1998.

Under permit type (P.1):

Fireworks permit fee: Recommend an increase from \$55.00 to \$85.00. Last year the State legislature attempted to pass legislation that would have legalized the sale of fireworks in the State of Iowa. It appears this legislation will be resubmitted in 2016. In the bill, education of business owners and business inspections would be passed down to local fire departments. Should the bill fail, the increase will not take effect.

Under hazardous materials response fee (P.2)

Response fee: The changes recommended bring the City in-line with the 2016 Iowa Fire Service Annual Hazardous Materials Response Fee Structure. Iowa Code 455B.392.

False Alarms (P. 3):

False alarm fee: The current fee schedule lists a fee for false alarms between 10 – 14 and 15 or more. The recommendation is to change the schedule to read simply 10 or more at \$100.00.

Permit inspection/liquor license inspection, plan review (P. 3)

Permit inspection and liquor license: Changes recommended include the following”

- For businesses that possess both a city permit (assembly/flammable liquids) and a State liquor license, the initial inspection and 1st re-inspection are included in the City permit fee. The State receives revenue from the sale of liquor, but does not reimburse local agencies for the inspection. Anytime the department re-inspects a property beyond the 1st re-inspection, a fee shall be charged.
- For businesses that possess a liquor license only (grocery store), the initial inspection is provided. Any re-inspection would have a fee associated with it.

Plan Reviews (P. 4)

Plan reviews: Several changes are recommended and include:

- Any building project that falls into the Factory Industrial Group (F-1 and F-2), High Hazard Group (H-1 thru H-5), Educational (E), Institutional (I), and Storage Group (S-1 and S-2) will be reviewed by a third-party reviewer. The International Fire Code allows for third-party review. My level of expertise in codes review is limited. Fire alarm and sprinkler systems have become more technical and require a greater level of knowledge. The cost of a third-party review is borne by the developer. In 2015, six projects would have required a third-party review. The State Fire Marshal's office covered the plan reviews for the school district and Glenwood Place. Fees associated with third-party review range from \$250 to \$3500 depending on type of plan being reviewed.
- Plan review for projects not listed above will be done in-house. Recommend a fee for building, alarm, and sprinkler system plan review.

RESOLUTION APPROVING PERMIT FEE AND SERVICE CHARGE SCHEDULE OF THE
FIRE DEPARTMENT OF THE CITY OF MARSHALLTOWN, IOWA

WHEREAS the Fire Department of the City of Marshalltown, Iowa, ("Fire Department") is authorized to charge fees for the issuance of various permits and performance of services; and

WHEREAS the Fire Department has submitted a schedule of permit fees and charges for services; and

WHEREAS the recovery of these fees and service charges will reimburse the General Fund; and

WHEREAS the City Council has fully examined this proposed fee and service charge schedule and has found it to be in the best interest of the City of Marshalltown, Iowa, and that the same should now be approved and accepted.

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

Section 1. That the proposed permit fee and service charge schedule of the Fire Department of the City of Marshalltown, Iowa, is adopted by the Council of the City of Marshalltown.

Section 2. This resolution shall be in full force and effect from and after its passage and signature as provided by law.

Passed this ___ day of _____, 2016, and signed this ___ day of _____, 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Type of Fee	Set by	Code Section	Fee Amount	
Reimbursements of Supplies –	Resolution	2011-203		
Oil dry	Ordinance	Sec. 20-394	\$100.00 per spill	
Hazardous Materials Response Fee	Resolution	2011-203	As set by the Marshall County Hazardous Materials Ordinance (Fee as of 8/4/1988 is \$500 for the first two hours and \$400 per hour each remaining hour)	
Commercial Burn Permit	Resolution	Sec. 12-85	\$200.00	
Illegal burn abatement fee	Resolution	Sec. 12-85	\$100.00 – First Offense \$200.00 – Second Offense \$300.00 – Third Offense	
Fire Code Permits	Resolution	Sec. 12-12	See Fire Schedule	
Fire Dept False Alarms	Ordinance	Sec. 12-98	False Alarms Per Calendar Year	Amount Per False Alarm
			6 to 9	\$50.00
			10 to 14	\$75.00
			15 or more	\$100.00

Operational Permit Fees – IFC Section 105

<u>Permit Type</u>	<u>Fee</u>
Aerosol products	\$55.00
Aircraft refueling vehicles	55.00
Aircraft repair hanger	55.00
Asbestos removal	55.00
Assembly	
50 – 100 occupants	35.00
101 – 300	55.00
301 – 500	75.00
501 or more	95.00
Automobile wrecking yard	55.00
Carnivals and fairs	55.00
Cellulose nitrate film	55.00
Cellulose nitrate storage	55.00
Combustible fiber storage	55.00
Combustible material storage	55.00
Compressed gases	55.00
Cryogenics	55.00
Cutting/welding	55.00
Dry cleaning plants	55.00
Dust-producing operations	55.00
Explosives or blasting agents	55.00
Fire hydrants/water control	55.00
Fireworks	85.00
Flammable liquids/fuel dispensing	
1 – 1000 gallons	55.00
1001 – 10,000	75.00
10,001 or more	100.00
Fruit ripening	55.00
Fumigation/insecticide	55.00
Hazardous production materials	55.00
High-piled storage	55.00
Liquefied petroleum gases (commercial)	
Less than 5000 gallon	55.00
5001 to 10,000	75.00

10,001 or more	100.00
Liquid or gas fueled equipment in assemblies	55.00
Lumber yards/woodworking plants	55.00
Magnesium working	55.00
Mall, covered	55.00
Open burning – commercial	200.00
Organic coatings	55.00
Ovens, industrial	55.00
Pyrotechnic/special effects	250.00
Radioactive materials	55.00
Refrigeration equipment	55.00
Repair garages	55.00
Spraying and dipping	55.00
Tents, canopies, temporary membranes	55.00
Tire storage	55.00

Hazardous Materials Response Fee Schedule

- **Apparatus (pumper and/or aerial with 4 crew)**
1st hour \$284.76/hour/vehicle (1 hour minimum)
Billed in 15 minute increments beyond 1st hour
- **Extra response/call back personnel** **\$22.80/hour**
- **Expended materials billed at replacement cost plus shipping**
- **Equipment repair and/or cleaning billed at cost, plus labor and shipping**
- **Damaged equipment and/or property billed at replacement cost plus shipping**

References: Iowa Code 455B.392 and hazardous materials response billing protocol for Iowa fire departments.

Vehicle Accidents

- **Accidents involving cleanup of gasoline, diesel, oil, or antifreeze:**
Marshalltown residents – cost of cleanup materials only for first hour. Beyond 1 hour, billed according to hazmat response schedule.

- **Accidents involving non-residents that require a response for cleanup:**

\$284.76/hour plus cost of materials used.

- **Administrative Fee for all responses to accidents: \$100.00**

Vehicles Leaking Fluid

- **Minimum fee: \$50.00**
- **Cost of materials used**

False Alarm Fee

5 free per year.

6 – 9 responses: \$50.00/alarm

10 or more: \$100.00/alarm

Illegal Burning (Per City Ordinance)

1st Offense: \$100.00

2nd Offense: \$200.00

3rd Offense: \$300.00

Permit Inspection, Liquor License Inspection Fee, and Plan Review

Permit & liquor combined:

Initial inspection: \$0

1st re-inspection: \$0

2nd re-inspection: \$75.00

3rd re-inspection: \$100.00

4th and subsequent re-inspection: \$150.00

Liquor license only:

Initial inspection: \$0

1st re-inspection: \$25.00

2nd re-inspection: \$75.00

3rd re-inspection: \$100.00

4th and subsequent re-inspection: \$150.00

Plan review:

Alarm systems: \$75.00

Sprinkler systems: \$75.00

Building plans: \$75.00

All plans for projects that fall into the factory, hazardous, educational, institutional, and storage occupancy classification go to a third-party reviewer.



Marshalltown Fire Department
David Rierson, Fire Chief
107 South First Avenue
Marshalltown, IA 50158
Tel - (641) 754-5751
Fax - (641) 754-5722

TO: Mayor and City Council
FROM: David Rierson
DATE: 02/22/2016

RE: Houston-Galveston Area Council (HGAC) Government Purchasing

Policy Issue: City policy requires solicitation of competitive bids for the purchase of equipment in excess of \$100,000.

Background: Departments have been tasked with finding ways to be more efficient and save money. HGAC saves the City money in two (2) ways. First, HGAC does the competitive bidding in advance. This frees up staff time for other duties. Second, as a national purchasing program HGAC pricing is extremely competitive. The City Attorney received samples of bid documents and agrees their process is competitive and meets the City's purchasing criteria.

Recommendation: The Fire Chief recommends the City enter into an agreement with the HGAC Government Purchasing Group. This purchasing agreement can be used by other departments and has the potential to save the City money when purchasing vehicles and equipment.

Budget Impact: Using HGAC will save the City approximately \$5,000 on the purchase of the light-duty rescue vehicle.

#2016-

RESOLUTION APPROVING INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING WITH HOUSTON-GALVESTON AREA COUNCIL (H-GAC)

WHEREAS Houston-Galveston Area Council (H-GAC), a regional planning commission and political subdivision of the State of Texas is authorized by Texas Code to contract with eligible entities including the purchase of goods or services; and

WHEREAS the City of Marshalltown desires to enter into a purchasing agreement with H-GAC for purchasing goods and services; and

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

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

Section 1. The City of Marshalltown, Iowa authorizes approval of the attached Memorandum of Agreement by and between the City and Houston-Galveston Area Council (H-GAC).

Section 2. This Resolution is in full force and effect from and after its passage.

Passed this 22nd day of February, 2016, and signed this ____ day of February, 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC

No.: _____

Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * CITY OF MARSHALLTOWN, IOWA, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * 24 N. CENTER STREET - MARSHALLTOWN, IA. 50158

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * _____ (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * _____ and ends * _____. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

* CITY OF MARSHALLTOWN, IOWA
Name of End User (local government, agency, or non-profit corporation)

* 24 N. CENTER ST.
Mailing Address
* MARSHALLTOWN IA 50158
City State ZIP Code

*By: _____

Signature of chief elected or appointed official

*

Typed Name & Title of Signatory

Date

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____
Executive Director

Attest: _____
Manager

Date: _____

**Denotes required fields*

***Request for Information**

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to cpcontractfax@h-gac.com or by faxing it to **713-993-2424**. The contract may also be mailed to:

H-GAC Cooperative Purchasing Program
P.O. Box 22777, Houston, TX 77227-2777

Name of End User Agency: CITY OF MARSHALLTOWN, IA County Name: _____
(Municipality/County/District/etc.)

Mailing Address: 24 N. CENTER ST. MARSHALLTOWN IA 50158
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number: (641) 754-5799 FAX Number: ()

Physical Address: _____
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: _____

Official Contact: _____
(Point of Contact for HGACBuy Interlocal Contract)

Mailing Address: _____
(Street Address/P.O. Box)
(City) (State) (ZIP Code)

Authorized Official: _____
(Mayor/City Manager/Executive Director/etc.)

Mailing Address: _____
(Street Address/O.O. Box)
(City) (State) (ZIP Code)

Official Contact: _____
(Purchasing Agent/Auditor etc.)

Mailing Address: _____
(Street Address/O.O. Box)
(City) (State) (ZIP Code)

Official Contact: _____
(Public Works Director/Police Chief etc.)

Mailing Address: _____
(Street Address/O.O. Box)
(City) (State) (ZIP Code)

Official Contact: DAVID RIERSON
(EMS Director/Fire Chief etc.)

Mailing Address: 107 S. 1ST AVENUE
(Street Address/O.O. Box)
MARSHALLTOWN IA 50158
(City) (State) (ZIP Code)

Title: _____
Ph No.: () -
Fx No.: () -
E-Mail Address: _____

Title: _____
Ph No.: () -
Fx No.: () -
E-Mail Address: _____

Title: _____
Ph No.: () -
Fx No.: () -
E-Mail Address: _____

Title: _____
Ph No.: () -
Fx No.: () -
E-Mail Address: _____

Title: FIRE CHIEF
Ph No.: (641) 754-5751
Fx No.: (641) 754-5722
E-Mail Address: drierson@ci.marshalltown.io.us

* denotes required fields

JOINING HGACBUY BY EXECUTING AN INTERLOCAL CONTRACT (ILC)

In order to participate in HGACBuy, you must:

1. Be a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service); and
2. Possess legal authority to enter into the Contract.

End User warrants that both requirements are fulfilled by execution of an ILC.

Steps for completing and executing the ILC:

Step 1: Fill in all required information, including the date of your governing body authorization and print a copy of the appropriate **HGACBuy ILC** form.

Step 2: Secure signature by an individual with authority to contractually bind your entity.

Step 3: Scan and email a copy to H-GAC at cpcontractfax@h-gac.com or Fax it to 713-993-2424. The contract may also be mailed to H-GAC Cooperative Purchasing Program, P.O. Box 22777, Houston, TX 77227-2777.

Step 4: H-GAC will execute the contract and return a copy to you electronically.

Special Requirements For Non-Profit Corporations:

Qualifying non-profit corporations providing one or more government services (e.g. Volunteer Fire Departments, Emergency Medical Services) must also submit the following items together with the ILC documents:

1. Copy of 501(c)(3) Form
2. Copy of Charter and By-Laws highlighting section(s) demonstrating that your organization performs a governmental service.
3. Certification of the governmental service(s) that your organization performs. (Form included in the Non-Profit ILC below)

(If you require a contact original, print and sign two (2) contracts. Send both documents to H-GAC at the address indicated on the ILC form)



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

DEPARTMENT OF PUBLIC WORKS

February 16, 2016

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

From: Justin Nickel
Director of Public Works

Re: Order Construction – 2016 Sanitary Sewer Televising Project (59015011)

Policy Issue: City policy requires Governing Body approval of Resolution ordering construction

Recommendation: Staff recommends approving the Resolution ordering construction for procurement of the 2016 Sanitary Sewer Televising Project.

Background: Fox has prepared bidding requirements, specifications and contract documents for the televising project. The 2016 Sanitary Sewer Televising Project will consist of televising approximately 47,000 linear feet of sanitary sewer that was not able to be televised in the 2009 televising project. The work includes televising small and large diameter lines that had issues with access (off hard surface) and pipe condition (scale, tree roots, projections, collapses, excessive debris, etc.)

Budget Impact: This project will be funded with bond sale proceeds.

Attachment: None

cc: Randy Wetmore, City Administrator

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



RESOLUTION ORDERING CONSTRUCTION OF THE 2016 SANITARY SEWER TELEVISIONING
PROJECT IN THE CITY OF MARSHALLTOWN, IOWA,
SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS
BEING PROJECT NUMBER 59015011

WHEREAS there is now on file in the office of the City Clerk proposed plans, specifications, form of contract and estimated costs for the construction of the 2016 Sanitary Sewer Televisioning, Project No. 59015011, in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No. 59015011, and

WHEREAS the cost of the said improvement is in excess of \$25,000 and a public hearing on the plans, specifications, form of contract and the estimated cost of said improvement is required by law and that notice thereof shall be given as required by law, and

WHEREAS it is intended that the cost of said improvement shall be paid from such funds as the City may legally use for such purposes or from the proceeds from the issuance of such bonds as may be legally issued for said purposes or any combination of the above methods of financing.

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

Section 1. This Council does hereby order the construction of the 2016 Sanitary Sewer Televisioning Project in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. 59015011 now on file in the office of the City Clerk of Marshalltown, Iowa.

Section 2. That the method of construction shall be by contract in accordance with the plans and specifications and general stipulations for the said improvement approved by the City Council.

Section 3. The Contractor will be paid in monthly estimates for work completed as set out in the specifications. The project shall begin on or near the appropriate starting date as specified on the form of proposal and shall be completed within the specified number of calendar days also indicated thereon.

Section 4. That the said improvements shall be paid for from such funds of the City as may be legally used for such purposes, or from the proceeds of the issuance of such bonds as may be legally issued for such purposes or from any combination of such methods of financing and will be paid in accordance with the Notice to Bidders duly published in connection therewith. The Finance Director shall establish on the books a 2016 Sanitary Sewer Televisioning Project fund and the bond proceeds or such funds of the City as may be legally used for such purposes are hereby appropriated to pay all costs of the improvements including legal publication, bond, design, engineering, survey and inspection, contract and contingency cost as estimated by the Engineer. The Finance Director is directed to advance all sums necessary from the project fund, and to set up on the books the obligations and receivables of the fund.

Section 5. The City Clerk is hereby directed to publish notice of hearing on plans, specifications, and form of contract and estimated cost in the manner provided by law for the public improvement outlined herein and that any person interested therein may appear and make objections thereto, if any he has. This Council will meet in the Council Chamber, Second Floor, 10 West State Street at Marshalltown, Iowa, at 5:30 o'clock P.M., local time on the 14th day of March 2016, for the purpose of hearing all of said objections so made and for taking final action upon the plans, specifications, and form of contract now on file.

Section 6. The City Clerk is further directed to advertise for bids in the manner provided by law for the construction of said improvements, setting forth in said notice such necessary pertinent information as will advise prospective bidders thereof together with the proposed manner of payment of the work to be constructed and that such bids be filed and received in the office of the City Clerk of Marshalltown, Iowa, up to 10:00 o'clock A.M., local time, on the 17th day of March 2016. The bids 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, Second Floor, 10 West State Street, Marshalltown, Iowa, at 5:30 o'clock P.M., local time, on the 28th day of March 2016, or at such later time and place as may then be fixed for considering such bids as shall be filed in connection with the improvement herein ordered and in compliance with the notice of taking bids therein, hereby ordered to be published.

Passed this 22nd day of February 2016, and signed this _____ day of February 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



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

DEPARTMENT OF PUBLIC WORKS

February 17, 2016

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

From: Justin Nickel
Director of Public Works

Re: Agreement – Clapsaddle-Garber Associates, Inc. for construction inspection services for 18th Avenue PCC Patching Project (76015009)

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

Recommendation: Staff recommends approving the Agreement with CGA for construction inspection services for a fee not to exceed \$98,380.

Background: Due to the high volume of construction projects in 2016, CGA was selected to provide inspection services for this project.

Budget Impact: The cost of inspection services will be funded with road use tax money.

Attachment: Agreement.

cc: Randy Wetmore, City Administrator

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



RESOLUTION APPROVING ENGINEERING SERVICES CONTRACT
WITH CLAPSADDLE GARBER ASSOCIATES, INC., FOR THE
SOUTH 18TH AVENUE IMPROVEMENTS (MENARDS) PROJECT
IN THE CITY OF MARSHALLTOWN, IOWA,
BEING PROJECT NUMBER 76015009
IN THE AMOUNT OF \$98,380.00

WHEREAS the contract with Clapsaddle Garber Associates, Inc., for Engineering Services for plans and specifications for the construction of the South 18th Avenue Improvements (Menards) Project and that the said contract is now before this Council for final approval.

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

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

Section 1. That the contract for Engineering Services Agreement for the South 18th Avenue Improvements (Menards) Project in the amount of \$98,380.00 be accepted and approved.

Passed this 22nd day of February 2016, and signed this ____ day of February 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Contract No. _____

Project No. 76015009

**CITY OF MARSHALLTOWN
PUBLIC WORKS DEPARTMENT**

**STANDARD AGREEMENT
FOR
ENGINEERING SERVICES**

THIS AGREEMENT, is between the City of Marshalltown, Iowa (Owner) and Clapsaddle-Garber Associates, Inc. (Engineer) (the Parties);

WITNESSETH:

WHEREAS, the Owner wishes to employ the Engineer to perform professional engineering services on the S. 18th Ave. P.C.C. Patching Project Number 76015009. These services include construction phase services for the improvements associated with the construction of S. 18th Ave. P.C.C. Patching (the Project); and,

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

WHEREAS, the Engineer is prepared to provide the Services;

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

ARTICLE 1 – EFFECTIVE DATE

The effective date of this Agreement shall be _____, 2016.

ARTICLE 2 – GOVERNING LAW

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

ARTICLE 3 – SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform the Services described in Attachment A, Scope of Services, in accordance with applicable section of the City of Marshalltown Public Works Department Standard Specifications, which Attachment is made a part of this Agreement.

ARTICLE 4 – COMPENSATION

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

ARTICLE 5 – OWNER’S RESPONSIBILITIES

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

ARTICLE 6 – SUPPLEMENTAL AGREEMENTS

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

ARTICLE 7 – PROJECT SCHEDULE

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

ARTICLE 8 – STANDARD CARE

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

ARTICLE 9 – INDEMNIFICATION AND INSURANCE

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

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

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

The insurance coverage are as follows:

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

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

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

ARTICLE 10 – LIMITATIONS OF RESPONSIBILITY

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

ARTICLE 11 – OPINIONS OF COST AND SCHEDULE

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

ARTICLE 12 – REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to the Agreement are instruments of service in respect to the various projects associated with this Agreement. They are not intended or represented to be suitable for reuse by Owner or others on any other project.

Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Any verification or adaptation requested by Owner shall entitle Engineer to compensation at rates to be agreed upon by Owner and Engineer.

ARTICLE 13 – OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

ARTICLE 14 – TERMINATION

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

ARTICLE 15 – DELAY IN PERFORMANCE

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

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

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

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

ARTICLE 16 – COMMUNICATIONS

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

Engineer: Clapsaddle-Garber Associates, Inc.
Attn.: Matt D. Garber, P.E., P.L.S.

16 East Main Street
P.O. Box 754
Marshalltown, IA 50158
Phone: (641) 752-6701, Ext. 22

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

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

ARTICLE 17 – WAIVER

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

ARTICLE 18 – SEVERABILITY

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

ARTICLE 19 – INTEGRATION

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

ARTICLE 20 – SUCCESSORS AND ASSIGNS

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

ARTICLE 21 – ASSIGNMENT

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

ARTICLE 22 – THIRD PARTY RIGHTS

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

ARTICLE 23 – RELATIONSHIP OF PARTIES

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

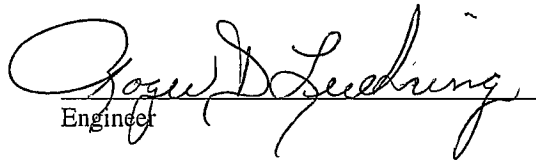
IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement.

CITY OF MARSHALLTOWN, IOWA

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Date


Engineer

By: Roger Luehring, Treasurer - CGA

**ATTACHMENT A
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner:	City of Marshalltown, Iowa
Engineer:	Clapsaddle-Garber Associates, Inc.
Project Number:	76015009

SCOPE OF SERVICES

Basic Services

Project Description: The Engineer will provide Construction Phase Engineering Services for the Project. The Project consists of P.C.C. patching on S. 18th Ave. from Iowa Ave East to East Main Street.

The following tasks outline the *anticipated* scope of engineering services necessary to accomplish the proposed improvements.

Task 1.0 – Construction Phase Engineering Services

1. Perform construction administration and construction services necessary and incidental to the accomplishment of the projects as follows:
 - a. Furnish services, labor, materials, equipment, supplies and incidentals, other than those hereinafter designated to be furnished by the City, necessary to conduct and complete the services.
 - b. Designate a project manager and full-time field representative, who shall have experience and certifications (as determined by the City) to observe all work done and verify that materials that are delivered to the site meet the project specifications. All activities of the full-time field representative will be coordinated with the City's representative. Such services may extend to all and any part of the work. The full-time field representative is not authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the project contractor, however, shall have the authority to reject work or materials until any questions at issue can be referred to and be decided by representatives of the City.
 - c. Conduct any conferences deemed necessary by the City under the terms of this agreement.
 - d. Become familiar with the standard practices of the City, contract documents (specifications, construction agreement, special provision and play), and the contractor's proposed schedule of operations prior to beginning field services to be performed under this agreement.
 - e. Perform the services in accordance with accepted safety practices, however, these will not extend to safety practices of the construction contractor.
 - f. Furnish all equipment required to accomplish the services, and to check or test it prior to use on the project.
 - g. Observe all phases of construction and, to the best of our abilities, determine the Contractor's compliance with the Contract Documents and deem unacceptable such work and material which do not comply with the specifications and plans. This clause shall not be construed to mean that the Engineer is guaranteeing the work of the Contractor.
 - h. Take the field samples and/or test materials to be incorporated into the work. Engineer shall have the authority to reject field samples and materials that do not conform to the Contract Documents. Collection of the required test report records or certificates of compliance for materials tested off the project site prior to their incorporation into the work.

- i. Keep daily documentation and quantity summaries as required by the City.
 - j. Measure and compute all materials incorporated into the work and maintain an item account record in accordance with the method of measurement and basis of payment specified in the Contract Documents.
 - k. Maintain for the City all original diaries, accounts, records and reports prepared upon completion of the project.
 - l. Document changes to the plans and submit to the City.
 - m. Follow standard Federal Aid requirements in administration and documentation.
2. Provide construction administration services.
- a. Conduct any on-site meetings to discuss project issues, as determined necessary by the City's project representative. Meetings should include contractor's superintendent, the City representative, the design engineer(s), and others related to project, as necessary.
 - b. Coordinate with City Public Works staff on project related issues.
 - c. Prepare and distribute notes that document any construction meetings.
 - d. Prepare weekly construction summaries.
 - e. Coordinate with property owners and businesses affected by the project to minimize disruption to their business/property.
 - f. Coordinate with project design engineer(s) and the City on project modification / additions so that the original intent of the improvements are maintained and that the proposed modifications / additions are approved by the City prior to construction.
 - g. Review pay estimates submitted by the Contractor and forward said pay estimates to the City representative with comments.
 - h. Follow standard Federal Aid requirements in administration and documentation.

SUPPLEMENTAL SERVICES

Any work requested by the Owner that is not included in the Basic Services will be classified as Supplemental Services. Supplemental Services shall include, but are not limited to the following:

- Changes in the general scope, extent, or character of the services provided, including but not limited to changes in size, complexity, schedule, character of construction or method of financing; and revising previously accepted studies, reports, or design documents when such revisions are required by changes in laws, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies/reports/documents or designs or due to any other causes beyond the Engineer's control.

**ATTACHMENT B
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner:	City of Marshalltown, Iowa
Engineer:	Clapsaddle-Garber Associates, Inc.
Project Number:	76015009

COMPENSATION

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

- A. For the **Services** described in Attachment A, **Task 1, the fee shall not exceed \$98,380.00 for a construction period that does not exceed 90 working days.** The final fee shall be based on the actual number hours spent working on the project multiplied by our hourly rates, please refer to Attachment F. Payments shall be made monthly in amounts which are consistent with the amount of engineering services provided, as determined by the Engineer. Engineer shall prepare and submit final payment requests to the Director or Deputy Director, clearly marked FINAL.
- B. Compensation for Supplement Services shall be made on an hourly rate plus reimbursement expenses basis, when authorized in writing by the Director or Deputy Director of Public Works. The maximum limit for each item of additional service shall be established individually and specifically agreed to by the Owner as stated below, unless the service is included in a subsequent agreement.
- C. Hourly rates for each classification as defined by the Engineer's rate schedule, see Attachment F. Hourly charge rates are subject to adjustment annually on January 1. Overtime, when authorized by the Director of Public Works, will be billed at 1 times the rates listed (non-engineer time only).
- D. Reimbursable charges will be considered the amount of actual costs of expenses or charges, including such items as staking materials, equipment rental, equipment hourly charges, mileage, telephone expenses, reproduction and similar project related expenses.
- E. The entire amount of each statement shall be due and payable within 30 days of receipt by the Director of Public Works.
- F. It is understood and agreed:
 - 1. That the Engineer shall start the performance of Services within 10 days of receipt of a notice to proceed and shall complete the work in accordance with the contract times set forth in Attachment E, Project Schedule.
 - 2. That the Engineer shall keep records on the basis of generally accepted accounting practice of costs and expenses which records shall be available for inspection at all reasonable times.

**ATTACHMENT C
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner:	City of Marshalltown, Iowa
Engineer:	Clapsaddle-Garber Associates, Inc.
Project Number:	76015009

OWNER'S RESPONSIBILITIES

The Owner will furnish, as required by the work and not at the expense of the Engineer, the following items:

1. Make available to the Engineer all records, reports, maps, and other data pertinent to provision of the services required under this contract. The Engineer may use such information and is entitled to rely upon the accuracy and completeness thereof. The Engineer shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the City.
2. Examine documents submitted by the Engineer and render decisions promptly to prevent delay to the Engineer.
3. Designate one City of Marshalltown employee as the Owner representative with respect to all services to be rendered under this agreement. This individual shall have the authority to transmit instructions, receive information and to interpret and define the Owner's policies and decisions pertinent to the Engineer's services.
4. Issue notices to proceed to the Engineer for each phase of the services.

**ATTACHMENT D
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner:	City of Marshalltown, Iowa
Engineer:	Clapsaddle-Garber Associates, Inc.
Project Number:	76015009

SUPPLEMENTAL AGREEMENTS

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

Said Supplement Agreements shall be prepared on a project specific basis as requested by the Owner.

**ATTACHMENT E
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner:	City of Marshalltown, Iowa
Engineer:	Clapsaddle-Garber Associates, Inc.
Project Number:	76015009

PROJECT SCHEDULE

The Engineer's schedule shall be coordinated with the contractor's schedule. The contractor's schedule as per the construction contract stipulates a 90 working day contract with a late start date of June 13, 2016.

**ATTACHMENT F
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Marshalltown, Iowa
Engineer: Clapsaddle-Garber Associates, Inc.
Project Number: 76015009

HOURLY RATE SCHEDULE

The following hourly rates shall be effective through December 31, 2016.

Engineer/E.I./L.S.I. 1	\$77.50	Associate 1	\$35.00
E.I./L.S.I. 2	\$86.00	Associate 2	\$50.00
E.I./L.S.I. 3	\$91.00	Associate 3	\$60.00
E.I./L.S.I. 4	\$96.50	Associate 4	\$71.00
		Associate 5	\$85.00
P.E.1	\$105.00	Associate 6	\$95.00
P.E.2	\$122.50	Associate 7	\$110.00
P.E.3	\$132.50		
P.E.4	\$140.00	Survey Crew (One Person)	\$93.00
P.E. 5	\$150.00	Survey Crew (Two Person)	\$138.00
P.L.S. 1	\$100.00		
P.L.S. 2	\$115.50		
P.L.S. 3	\$122.50		
P.L.S. 4	\$135.00		
Principal	\$180.00		
Technician 1	\$37.00		
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Technician 3	\$46.00		
Technician 4	\$56.00		
Technician 5	\$61.00		
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Technician 7	\$72.00		
Technician 8	\$82.00		
Technician 9	\$89.00		
Technician 10	\$96.50		



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

DEPARTMENT OF PUBLIC WORKS

February 17, 2016

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

From: Justin Nickel
Director of Public Works

Re: Agreement – Clapsaddle-Garber Associates, Inc. for construction inspection services for Ingledue Storm Rehabilitation Project (29108009)

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

Recommendation: Staff recommends approving the Agreement with CGA for construction inspection services for a fee not to exceed \$84,000.

Background: Due to the high volume of construction projects in 2016, CGA was selected to provide inspection services for this project.

Budget Impact: The cost of inspection services will be funded with bond proceeds.

Attachment: Agreement.

cc: Randy Wetmore, City Administrator

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



RESOLUTION APPROVING ENGINEERING SERVICES CONTRACT
WITH CLAPSADDLE GARBER ASSOCIATES, INC., FOR THE
INGLEDUE STORM SEWER REHABILITATION PROJECT
IN THE CITY OF MARSHALLTOWN, IOWA,
BEING PROJECT NUMBER 29108009
IN THE AMOUNT OF \$84,000.00

WHEREAS the contract with Clapsaddle Garber Associates, Inc., for Engineering Services for plans and specifications for the construction of the Ingledue Storm Sewer Rehabilitation Project and that the said contract is now before this Council for final approval.

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

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

Section 1. That the contract for Engineering Services Agreement for the Ingledue Storm Sewer Rehabilitation Project in the amount of \$84,000.00, be accepted and approved.

Passed this 22nd day of February 2016, and signed this ____ day of February 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

**CITY OF MARSHALLTOWN
PUBLIC WORKS DEPARTMENT**

**STANDARD AGREEMENT
FOR
ENGINEERING SERVICES**

THIS AGREEMENT, is between the City of Marshalltown, Iowa (Owner) and Clapsaddle-Garber Associates, Inc. (Engineer) (the Parties);

WITNESSETH:

WHEREAS, the Owner wishes to employ the Engineer to perform professional engineering services on the Ingledue Storm Sewer Rehabilitation Project Number 29108009. These services include construction phase services for the improvements associated with the construction of Ingledue Storm Sewer Rehabilitation (the Project); and,

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

WHEREAS, the Engineer is prepared to provide the Services;

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

ARTICLE 1 – EFFECTIVE DATE

The effective date of this Agreement shall be _____, 2016.

ARTICLE 2 – GOVERNING LAW

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

ARTICLE 3 – SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform the Services described in Attachment A, Scope of Services, in accordance with applicable section of the City of Marshalltown Public Works Department Standard Specifications, which Attachment is made a part of this Agreement.

ARTICLE 4 – COMPENSATION

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

ARTICLE 5 – OWNER’S RESPONSIBILITIES

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

ARTICLE 6 – SUPPLEMENTAL AGREEMENTS

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

ARTICLE 7 – PROJECT SCHEDULE

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

ARTICLE 8 – STANDARD CARE

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

ARTICLE 9 – INDEMNIFICATION AND INSURANCE

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

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

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

The insurance coverage are as follows:

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

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

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

ARTICLE 10 – LIMITATIONS OF RESPONSIBILITY

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

ARTICLE 11 – OPINIONS OF COST AND SCHEDULE

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

ARTICLE 12 – REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to the Agreement are instruments of service in respect to the various projects associated with this Agreement. They are not intended or represented to be suitable for reuse by Owner or others on any other project.

Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Any verification or adaptation requested by Owner shall entitle Engineer to compensation at rates to be agreed upon by Owner and Engineer.

ARTICLE 13 – OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

ARTICLE 14 – TERMINATION

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

ARTICLE 15 – DELAY IN PERFORMANCE

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

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

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

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

ARTICLE 16 – COMMUNICATIONS

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

Engineer: Clapsaddle-Garber Associates, Inc.
Attn.: Matt D. Garber, P.E., P.L.S.

16 East Main Street
P.O. Box 754
Marshalltown, IA 50158
Phone: (641) 752-6701, Ext. 22

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

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

ARTICLE 17 – WAIVER

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

ARTICLE 18 – SEVERABILITY

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

ARTICLE 19 – INTEGRATION

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

ARTICLE 20 – SUCCESSORS AND ASSIGNS

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

ARTICLE 21 – ASSIGNMENT

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

ARTICLE 22 – THIRD PARTY RIGHTS

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

ARTICLE 23 – RELATIONSHIP OF PARTIES

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

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

CITY OF MARSHALLTOWN, IOWA

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Date


Engineer

By: Roger Luehring, Treasurer - CGA

**ATTACHMENT A
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Marshalltown, Iowa
Engineer: Clapsaddle-Garber Associates, Inc.
Project Number: 29108009

SCOPE OF SERVICES

Basic Services

Project Description: The Engineer will provide Construction Phase Engineering Services for the Project. The Project primarily consists of storm sewer, detention pond, sanitary sewer, and roadway improvements.

The following tasks outline the *anticipated* scope of engineering services necessary to accomplish the proposed improvements.

Task 1.0 – Construction Phase Engineering Services

1. Perform construction administration and construction services necessary and incidental to the accomplishment of the projects as follows:
 - a. Furnish services, labor, materials, equipment, supplies and incidentals, other than those hereinafter designated to be furnished by the City, necessary to conduct and complete the services.
 - b. Designate a project manager and full-time field representative, who shall have experience and certifications (as determined by the City) to observe all work done and verify that materials that are delivered to the site meet the project specifications. All activities of the full-time field representative will be coordinated with the City's representative. Such services may extend to all and any part of the work. The full-time field representative is not authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the project contractor, however, shall have the authority to reject work or materials until any questions at issue can be referred to and be decided by representatives of the City.
 - ~~c. Conduct any conferences deemed necessary by the City under the terms of this agreement.~~
 - d. Become familiar with the standard practices of the City, contract documents (specifications, construction agreement, special provision and play), and the contractor's proposed schedule of operations prior to beginning field services to be performed under this agreement.
 - e. Perform the services in accordance with accepted safety practices, however, these will not extend to safety practices of the construction contractor.
 - f. Furnish all equipment required to accomplish the services, and to check or test it prior to use on the project.
 - g. Observe all phases of construction and, to the best of our abilities, determine the Contractor's compliance with the Contract Documents and deem unacceptable such work and material which do not comply with the specifications and plans. This clause shall not be construed to mean that the Engineer is guaranteeing the work of the Contractor.
 - h. Take the field samples and/or test materials to be incorporated into the work. Engineer shall have the authority to reject field samples and materials that do not conform to the Contract Documents. Collection of the required test report records or certificates of compliance for materials tested off the project site prior to their incorporation into the work.

- i. Keep daily documentation and quantity summaries as required by the City.
- j. Measure and compute all materials incorporated into the work and maintain an item account record in accordance with the method of measurement and basis of payment specified in the Contract Documents.
- k. Maintain for the City all original diaries, accounts, records and reports prepared upon completion of the project.
- l. Document changes to the plans and submit to the City.

2. ~~Provide construction administration services:~~

- a. ~~Conduct any on-site meetings to discuss project issues, as determined necessary by the City's project representative. Meetings should include contractor's superintendent, the City representative, the design engineer(s), and others related to project, as necessary.~~
- b. ~~Coordinate with City Public Works staff on project related issues.~~
- c. ~~Prepare and distribute notes that document any construction meetings.~~
- d. ~~Prepare weekly construction summaries.~~
- e. ~~Coordinate with property owners and businesses affected by the project to minimize disruption to their business/property.~~
- f. ~~Coordinate with project design engineer(s) and the City on project modification / additions so that the original intent of the improvements are maintained and that the proposed modifications / additions are approved by the City prior to construction.~~
- g. ~~Review pay estimates submitted by the Contractor and forward said pay estimates to the City representative with comments.~~

3. Perform construction staking services as follows:

One-time staking shall be provided, any re-staking shall be paid for as Supplemental Services. Construction staking provided will include the following:

- a. Horizontal and Vertical Control
 - i. Locate and maintain all horizontal control points and vertical benchmarks as listed on the plan sheets that may be destroyed by the planned construction.
- b. Removal Limits
 - i. Locate removals for pavement, sidewalks, drives, structure. Removals not authorized or outside of removal limits shall be at Contractor expense.
- c. Pavement
 - i. Set graded offset stakes on 25' intervals and breaks. Stakes will include radius points and quarter points of returns.
 - ii. Grades to be to form grade (top of slab).
- d. Storm Sewer and Culverts
 - i. Set graded offset stakes for intake and manhole structures at the location station for each type of structure.
 - ii. Set graded offset for pipe runs at 50 foot interval.
- e. Water Main
 - i. Set stakes for connections, valves, hydrants and alignment at 10 foot offset.
- f. Pavement Removals and saw cut lines
 - i. Mark the pavement removal limits.

SUPPLEMENTAL SERVICES

Any work requested by the Owner that is not included in the Basic Services will be classified as Supplemental Services. Supplemental Services shall include, but are not limited to the following:

- Changes in the general scope, extent, or character of the services provided, including but not limited to changes in size, complexity, schedule, character of construction or method of financing; and revising previously accepted studies, reports, or design documents when such revisions are required by changes in laws, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies/reports/documents or designs or due to any other causes beyond the Engineer's control.

**ATTACHMENT B
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner:	City of Marshalltown, Iowa
Engineer:	Clapsaddle-Garber Associates, Inc.
Project Number:	29108009

COMPENSATION

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

- A. For the **Services** described in Attachment A, **Task 1, the fee shall not exceed \$86,000.00 for a construction period that does not exceed 28 weeks.** The final fee shall be based on the actual number hours spent working on the project multiplied by our hourly rates, please refer to Attachment F. Payments shall be made monthly in amounts which are consistent with the amount of engineering services provided, as determined by the Engineer. Engineer shall prepare and submit final payment requests to the Director or Deputy Director, clearly marked FINAL.
- B. Compensation for Supplement Services shall be made on an hourly rate plus reimbursement expenses basis, when authorized in writing by the Director or Deputy Director of Public Works. The maximum limit for each item of additional service shall be established individually and specifically agreed to by the Owner as stated below, unless the service is included in a subsequent agreement.
- C. Hourly rates for each classification as defined by the Engineer's rate schedule, see Attachment F. Hourly charge rates are subject to adjustment annually on January 1. Overtime, when authorized by the Director of Public Works, will be billed at 1 times the rates listed (non-engineer time only).
- D. Reimbursable charges will be considered the amount of actual costs of expenses or charges, including such items as staking materials, equipment rental, equipment hourly charges, mileage, telephone expenses, reproduction and similar project related expenses.
- E. The entire amount of each statement shall be due and payable within 30 days of receipt by the Director of Public Works.
- F. It is understood and agreed:
 - 1. That the Engineer shall start the performance of Services within 10 days of receipt of a notice to proceed and shall complete the work in accordance with the contract times set forth in Attachment E, Project Schedule.
 - 2. That the Engineer shall keep records on the basis of generally accepted accounting practice of costs and expenses which records shall be available for inspection at all reasonable times.

**ATTACHMENT C
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner:	City of Marshalltown, Iowa
Engineer:	Clapsaddle-Garber Associates, Inc.
Project Number:	29108009

OWNER'S RESPONSIBILITIES

The Owner will furnish, as required by the work and not at the expense of the Engineer, the following items:

1. Make available to the Engineer all records, reports, maps, and other data pertinent to provision of the services required under this contract. The Engineer may use such information and is entitled to rely upon the accuracy and completeness thereof. The Engineer shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the City.
2. Examine documents submitted by the Engineer and render decisions promptly to prevent delay to the Engineer.
3. Designate one City of Marshalltown employee as the Owner representative with respect to all services to be rendered under this agreement. This individual shall have the authority to transmit instructions, receive information and to interpret and define the Owner's policies and decisions pertinent to the Engineer's services.
4. Issue notices to proceed to the Engineer for each phase of the services.

**ATTACHMENT D
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner:	City of Marshalltown, Iowa
Engineer:	Clapsaddle-Garber Associates, Inc.
Project Number:	29108009

SUPPLEMENTAL AGREEMENTS

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

Said Supplement Agreements shall be prepared on a project specific basis as requested by the Owner.

**ATTACHMENT E
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner:	City of Marshalltown, Iowa
Engineer:	Clapsaddle-Garber Associates, Inc.
Project Number:	29108009

PROJECT SCHEDULE

As per the contractor's construction contract, the project may begin no sooner than February 1, 2016, and shall be substantially completed by September 1, 2016, with a final completion of September 30, 2016. The fee budget included in this Standard Agreement for Engineering Services is for a construction period of 28 weeks within the above dates.

**ATTACHMENT F
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner:	City of Marshalltown, Iowa
Engineer:	Clapsaddle-Garber Associates, Inc.
Project Number:	29108009

HOURLY RATE SCHEDULE

The following hourly rates shall be effective through December 31, 2016.

Engineer/E.I./L.S.I. 1	\$77.50	Associate 1	\$35.00
E.I./L.S.I. 2	\$86.00	Associate 2	\$50.00
E.I./L.S.I. 3	\$91.00	Associate 3	\$60.00
E.I./L.S.I. 4	\$96.50	Associate 4	\$71.00
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Technician 4	\$56.00		
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James L. Lowrance, Mayor
Randy Wetmore, Administrator
Justin Nickel, Public Works Director
24 North Center Street
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Tel - (641) 754-5734
Fax - (641) 754-5793

DEPARTMENT OF PUBLIC WORKS

February 17, 2016

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

From: Justin Nickel
Director of Public Works

Re: Agreement – Clapsaddle-Garber Associates, Inc. for engineering services for T-Hanger Floor Improvements Project - Phase II

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

Recommendation: Staff recommends approving the Agreement with CGA for design, construction administration, and inspection services for the T-Hanger Floor Improvements Project - Phase II for a fee not to exceed \$14,700.

Background: CGA was selected as the City's on demand Airport consulting engineers. State DOT funds were awarded in 2015 for the construction of the remaining hanger floors not paved under the Phase I Project.

Budget Impact: The cost of engineering services will be split 85/15 between State grant monies and the City's General fund.

Attachment: Agreement.

cc: Randy Wetmore, City Administrator

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



RESOLUTION APPROVING ENGINEERING SERVICES CONTRACT
WITH CLAPSADDLE GARBER ASSOCIATES, INC., FOR THE
AIRPORT HANGER FLOOR REPLACEMENT PHASE II PROJECT
IN THE CITY OF MARSHALLTOWN, IOWA,
BEING PROJECT NUMBER 77016009
IN THE AMOUNT OF \$14,700.00

WHEREAS the contract with Clapsaddle Garber Associates, Inc., for Engineering Services for plans and specifications for the construction of the Airport Hanger Floor Replacement Phase II Project and that the said contract is now before this Council for final approval.

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

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

Section 1. That the contract for Engineering Services Agreement for the Airport Hanger Floor Replacement Phase II Project in the amount of \$14,700.00 be accepted and approved.

Passed this 22nd day of February 2016, and signed this ____ day of February 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Engineering Services Agreement



THIS AGREEMENT made this _____ day of _____, 2016, by and between the **City of Marshalltown, Iowa**, hereinafter called the *Owner*, and **Clapsaddle-Garber Associates, Inc.**, a corporation legally formed under the provisions of Chapter 496A of the 1966 Code of Iowa, hereinafter called the *Engineer*.

WHEREAS, the Owner requires professional engineering services from the Engineer for the project described as:

Hangar Floor Replacement – Phase II
Marshalltown Municipal Airport
Marshalltown, Iowa

WITNESSETH that for and in consideration of the mutual covenants and promises between the parties hereto, it is agreed as follows:

1. Engineer

The ENGINEER AGREES to perform the following engineering services for the Project:

- a. **General.** The Engineer has reviewed the site of the Project and the engineering services involved and the Engineer shall serve as the Owner's professional representative in the engineering services required for the Project, and shall give consultation and advice to the Owner during the performance of his services.

The Engineer shall secure and maintain such insurance as will protect him from claims under the Workmen's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this Agreement.

- b. **Scope of Engineering Services.** The Engineer shall accomplish those tasks described in Attachment A – *Scope of Engineering Services*.

- c. **Time Schedule for Execution of Engineering Services.** It is estimated the engineering time required to accomplish the *Scope of Engineering Services* through Task 1.0 – "Design" will be sixty (60) calendar days from the authorization to proceed. The Engineer acknowledges the importance to the Owner of the Project schedule and

agrees to put forth reasonable efforts in performing the service with due diligence under this Agreement. The Owner understands, however, that the Engineer's performance must be governed by sound professional practices and will be affected by outside influences beyond the Engineer's control.

- d. **Additional Special Services.** When requested in writing by the Owner, Engineer shall furnish or obtain from others "Additional Special Services" not described in the *Scope of Services* included in this Agreement. The scope of the Additional Special Services and the related cost shall be negotiated as the need arises.

2. Owner

The OWNER AGREES to provide the Engineer with complete information concerning the requirements of the Project and to perform the following services:

- a. **Access to the Work.** The Owner shall guarantee access to and make all provisions for the Engineer to enter upon public land as required for the Engineer to perform such work as surveys and inspections in the development of the Project. The Engineer will contact private property owners for permission of entry to private lands.
- b. **Consideration of the Engineer's Work.** The Owner shall give thorough consideration to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Engineer, and shall inform the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.
- c. **Legal Requirements.** The Owner shall hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests, and fulfill all requirements necessary in the development of the Project, and pay all costs incidental thereto.

3. The Owner's Payments to the Engineer

a. General

- 1) Abandoned or Suspended Work. If any work performed by the Engineer is abandoned or suspended in whole or in part, the Engineer shall be paid for costs incurred prior to receipt of written notice from the Owner of such abandonment or suspension, together with any terminal expenses resulting therefrom, and including a reasonable profit.
- 2) Payment to the Engineer shall be due and payable from monthly statements. Payments not received within thirty (30) days of the invoice date shall be subject to an interest charge of eighteen percent (18%) per annum from the date of the invoice.
- 3) Collection. In the event legal action is necessary to enforce the payment provisions of this Agreement, Engineer shall be entitled to collect from Owner any judgment or settlement sums due, reasonable attorney's fees, court costs,

and expenses incurred by Engineer in connection with such collection action, computed at Engineer's prevailing fee schedules and expense policies.

- b. **Payments for Design and Construction Services.** The Owner shall pay the Engineer a fixed fee in accordance with the following:

Task 1.0	Design.....	\$5,900
Task 2.0	Informal Bids.....	\$2,100
Task 3.0	Contract Administration	\$5,200
Task 4.0	Grant Administration.....	\$1,500

The total Lump Sum Fee payment for Design and Construction Services is \$14,700.00.

4. Conditions

The OWNER and ENGINEER FURTHER AGREE to the following conditions:

- a. **Termination of Contract.** The Engineer may terminate this Agreement upon giving the Owner five (5) calendar days' prior written notice for any of the following reasons:

1. Breach by the Owner of any material term of the Agreement including but not limited to Payment Terms.
2. Material changes in the conditions under which the Agreement was entered into.
3. Failure of the parties hereto to reach accord on the fees and charges for any Additional Services required.
4. Actions under this Agreement which may expose the Engineer to claims or other charges filed by persons to whom the Engineer owes a duty of care.

The Owner shall within thirty (30) calendar days of termination pay the Engineer for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.

The Owner may terminate this Agreement:

1. The Owner may, by written notice, terminate this contract in whole or in part at any time, either for the Owner's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Owner.
2. If the termination is for the convenience of the Owner, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit or unperformed services.
3. If the termination is due to failure to fulfill the Engineer's obligations, the Owner may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Engineer shall be liable to the Owner for any additional cost occasioned to the Owner thereby.

4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the Owner. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
5. The rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

In the event the Owner's funds for this project are substantially reduced or totally withdrawn, the Owner shall have the right, at its option, to renegotiate or terminate this Agreement

- b. **Suspension of Services:** If the project is suspended for more than thirty (30) calendar days in the aggregate by the Owner, the Engineer shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, the Engineer may, at his option, terminate this Agreement upon giving notice in writing to the Owner.

If the Owner fails to make payments when due or otherwise is in breach of the Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Owner. The Engineer shall have no liability whatsoever to the Owner for any costs or damages as a result of such suspension caused by any breach of the Agreement by the Owner.

- c. **Dispute Resolution.** In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, the Owner and the Engineer agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.
- d. **Ownership of Documents.** All documents including plans and specifications prepared by the Engineer pursuant to this Agreement are instruments of service in the Project. They are not intended or represented to be suitable for reuse by the Owner or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Engineer for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the Engineer; and the Owner shall indemnify and hold harmless the Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the Engineer to further compensation at rates to be agreed upon by the Owner and the Engineer.
- e. **Opinion of Probable Cost.** Statements of probable construction costs and detailed cost estimates prepared by the Engineer represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that the Engineer has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or

market conditions. Accordingly, the Engineer does not guarantee that any actual cost will not vary from any cost estimate prepared by the Engineer.

- f. **Certificate of Merit.** The Owner shall make no claim (whether directly, in the form of a third-party claim, or for indemnity) against the Engineer unless the Owner shall have first provided the Engineer with a written certification executed by an independent Engineer licensed in Iowa to practice in the same discipline as the Engineer specifying those acts or omissions which the certifier contends constitutes a violation of the standard of care expected on an Engineer performing professional services under similar circumstances and upon which the claim will be premised. Such certification shall be provided to the Engineer thirty (30) days prior to the presentation of, and shall be a precondition to any such claim or the institution of, any arbitration or judicial proceeding.
- g. **Jobsite Safety.** Neither the professional activities of the Engineer, nor the presence of the Engineer's employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities, including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the *Contract Documents* and any health or safety precautions required by any regulatory agencies. The Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety.
- h. **Successors and Assigns.** This agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Engineer, respectively, and his partners, successors, assigns, and legal representatives. Neither the Owner nor the Engineer shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.
- i. **Equal Opportunity/Affirmative Action.** The Engineer is prohibited from engaging in discriminatory employment practices forbidden by federal and state law, executive orders and rules of the Iowa Department of Management, pertaining to equal employment opportunity and affirmative action. The Engineer with regard to the work performed by it, will not discriminate on the grounds of race, religion, age, physical disability, color, sex or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment.
- j. **Records Retention.** The Engineer shall retain all records pertaining to the contract for three years from the date of final payment for inspection and audit by local or state officials or their authorized representatives.
- k. **Severability.** If any section, provision or part of this Agreement shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

5. Defend and Hold Harmless Agreement

Engineer shall defend, indemnify and save harmless the City of Marshalltown, the Iowa DOT and the State of Iowa its agencies, agents, employees and assignees from all claims and liabilities due to design error, omission or negligent act of Engineer, its members, agents, stockholders, or employees, in connection with performance of this Agreement.

6. Attachments

The following attachments are included as part of this Agreement:

- Attachment A – *Scope of Engineering Services*

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

OWNER

City of Marshalltown, Iowa

By: _____

Title: _____

Attested by:

Title: _____

ENGINEER

Clapsaddle-Garber Associates, Inc.

By: Michael C. Beards

Title: Executive Vice President

Attested by:

John B. Orloff

Title: Project Manager

Attachment A
Scope of Engineering Services
For
Hangar Floor Replacement – Phase II
Marshalltown Municipal Airport

This project involves paving the remaining 4 stalls of the west 10 stall t-hangar unit floors with Portland Cement Concrete (PCC) that were not able to be completed under a phase I project at the Marshalltown Municipal Airport. CGA will provide engineering services in connection with the planning, preparation of bidding documents, and provide consultation services required for implementation of the project. The project is being funded in part with a grant in aid from the Iowa Department of Transportation.

Phase 1.0 - Design

- 1.1 Geotechnical Investigations. Geotechnical investigations will not be performed as part of this project.
- 1.2 Topographic Data – Topographic data will not be collected as part of this project.
- 1.3 Construction Plans. We will prepare a site plan depicting the general location and layout of the project. This site plan will be assembled from information we have on file from previous projects and from a field review. We will also prepare a sheet detailing the paving requirements. The Construction Plans will also include a safety plan describing safety requirements during construction.
- 1.4 Specifications. We will prepare Specifications describing minimum material and construction requirements using SUDAS specifications along with any specific features required by the City of Marshalltown.
- 1.5 Bid Documents. We will prepare a project manual utilizing the Iowa Statewide Urban Designs and Specifications (SUDAS) Design Manual for the solicitation of bids in accordance with a formal competitive bid process. The bid documents will consist of a Notice to Bidders and Notice of Public Hearing, Instructions to Bidders, Form of Proposal, Iowa DOT Targeted Small Business Requirements, Form of Bid Bond, Form of Contract, Form of Performance, Payment and Maintenance Bond, Insurance Requirements, Additional Requirements, Special Provisions, and applicable Advisory Circulars.

Phase 2.0 – Bid Letting

- 2.1 Opinion of Probable Costs. We will provide an opinion of probable construction cost based on plan quantities.
- 2.2 Advertising. We will assist the City of Marshalltown in publication of appropriate legal notices, providing notice to various plan room clearing houses

and directly notifying contractors of the proposed construction work. In addition, we will answer contractors' questions and issue any addenda required during the bidding period.

- 2.3 Bid Opening and Award. We will assist the City of Marshalltown in securing and opening of bid proposals, provide the tabulation and analysis of bids, and the city acceptance of the bid award to the Iowa DOT. After receiving the concurrence we will assist the City of Marshalltown in preparing signatory copies of the construction contract.

Phase 3.0 - Contract Administration

- 3.1 Preconstruction Conference. We will prepare an agenda, organize and attend a meeting with the Contractor, Subcontractors, Subconsultants, Airport Authorities, Owner, and the IDOT to establish construction schedules, coordinate subcontractors, and establish communications for the project during construction. After the meeting we will prepare and distribute minutes of the conference.
- 3.2 Submittal Reviews and Coordination. The Contractor will be required to submit a mix design and source of materials data for the project. The submittals will be checked for compliance with the project specifications.
- 3.3 Construction Progress Payments. Monthly payments will be made by the Owner to the prime contractor for the construction work. Tabulations of the construction quantities satisfactorily completed and their related cost will be prepared and a recommendation for payment in accordance with the construction contract will be made.
- 3.4 Visits to the Site and Project Coordination. We will make two visits to the construction site to check the general quality and quantity of the Contractor's work. Based on information obtained during such visit, and our project coordination, we will determine in general if such work is proceeding in accordance with the Contract and keep the City of Marshalltown informed of the progress.
- 3.5 Engineering Administration. This task involves coordination, supervision, communications, and scheduling of the engineering staff as required for this project. In addition, the Project Manager will provide engineering decisions and provide communications with the Owner and the Contractor required for administration and implementation of the project.
- 3.6 Change Orders. Prepare change orders for changes necessary in the construction for submission to the Owner and the Contractor for approval. This process shall include itemization and documentation of cost adjustments, and requesting IDOT concurrence and participation in the change.

- 3.7 Engineer's Statement of Completion. When the Contractor claims final completion of the construction, a Professional Engineer shall make an inspection of the work and prepare a list of items of work or construction not acceptable or uncompleted for the Contractor to complete or repair. A Professional Engineer will prepare a Statement of Completion along with Iowa DOT Form 291109 stating that the construction work has been substantially completed in accordance with the terms of the contract and will list the final construction quantities and costs.
- 3.8 Testing. We will sample the concrete used for the construction and test its slump, air content and compressive strength.

Phase 4.0 - Grant Administration

- 4.1 Claim for Reimbursement. We will track the project costs, gather invoices and prepare for the City of Marshalltown's signature and submission, Iowa DOT form 291108 "Claim for Reimbursement of Project Costs." The City of Marshalltown will provide copies of checks documenting payment of the invoices.



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

DEPARTMENT OF PUBLIC WORKS

February 17, 2016

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

From: Justin Nickel
Director of Public Works

Re: Agreement – Clapsaddle-Garber Associates, Inc. for engineering services for the Pavement Rehabilitation Project – Runway 18 and Connecting Taxiway to Runway 36

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

Recommendation: Staff recommends approving the Agreement with CGA for design of the Pavement Rehabilitation Project for Runway 18 and connecting taxiway to Runway 36, for a fee not to exceed \$37,744. This contract will be amended to include construction administration and inspection fees in the future.

Background: CGA was selected as the City's on demand Airport consulting engineers. A FAA inspection of the Marshalltown Airport in August revealed that pavement rehabilitation would be necessary to improve the overall pavement condition index of Runway 18 and the connecting taxiway to Runway 36. These improvements are required by the FAA before the City will be allowed to expend funds on construction of a new hanger.

Budget Impact: The cost of design will be split 90/10 between FAA grant monies and the City's General fund.

Attachment: Agreement.

cc: Randy Wetmore, City Administrator

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



RESOLUTION APPROVING ENGINEERING SERVICES CONTRACT
WITH CLAPSADDLE GARBER ASSOCIATES, INC.,
FOR THE AIRPORT PAVEMENT REHABILITATION 18/36 PROJECT
IN THE CITY OF MARSHALLTOWN, IOWA,
BEING PROJECT NUMBER 77016010
IN THE AMOUNT OF \$34,744.00

WHEREAS the contract with Clapsaddle Garber Associates, Inc., for Engineering Services for plans and specifications for the construction of the Airport Pavement Rehabilitation 18/36 Project and that the said contract is now before this Council for final approval.

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

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

Section 1. That the contract for Engineering Services Agreement for the Airport Pavement Rehabilitation 18/36 Project in the amount of \$34,744.00 be accepted and approved.

Passed this 22nd day of February 2016, and signed this ____ day of February 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Engineering Services Agreement



This AGREEMENT made as of the ____ day of _____, 2016, by and between the CITY OF MARSHALLTOWN, IOWA, hereinafter called the OWNER or SPONSOR, and CLAPSADDLE-GARBER ASSOCIATES, INC., a corporation legally formed under the provisions of Chapter 496A of the 1966 Code of Iowa, hereinafter called the ENGINEER.

WHEREAS, the OWNER intends to construct a Pavement Rehabilitation Improvement Project at the Marshalltown Municipal Airport, in accordance with FAA standards, further described as Runway End 18 and Connecting Taxiway to Runway 36.

WHEREAS, the OWNER anticipates a grant for said improvements from the Federal Aviation Administration, and the OWNER desires the ENGINEER to proceed with the planning and preliminary engineering services necessary to accomplish the improvements. The work shall hereinafter be called the PROJECT.

1. THE ENGINEER AGREES TO perform the following engineering services for the Project.

- a. GENERAL: The Engineer has reviewed the site of the project and the engineering services involved, and the Engineer shall serve as the Owner's professional representative in the services required for the Project, and shall give consultation and advice to the Owner during the performance of his services.

The Engineer shall secure and maintain such insurance as will protect him from claims under the workmen's compensation acts and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this Agreement. The Engineer hereby agrees to defend and hold the Owner harmless and indemnify Owner from any and all such claims.

- b. BASIC SERVICES: Under the Basic Services, the Engineer shall accomplish those tasks described in Attachment A as:

Task 1.0 Preliminary Design
Task 2.0 Final Design

Task 3.0 Bid Letting

Task 4.0 Distribution of Plans and Specifications

- c. OTHER SERVICES: Under the Other Services, the Engineer shall accomplish those tasks described in Attachment A as:

Task 5.0 DBE Plan and Reports

Task 6.0 Grant Administration

Task 7.0 Contract Administration*

Task 8.0 Construction Staking*

Task 9.0 As-Built ALP*

*will be added by amendment

- d. PROJECT INSPECTION SERVICES: Under Project Construction Services, the Engineer shall accomplish those tasks described in Attachment A as:

Task 10.0 Construction Observation*

Task 11.0 Construction Testing*

*will be added by amendment

- e. ADDITIONAL SPECIAL SERVICES: When requested in writing by the Owner, the Engineer shall perform such extraordinary services not normally considered a part of the design or construction phase engineering.

- (1) Revision of Approved Plans: When requested, the Engineer shall revise plans and/or specifications, contract documents, etc. when such changes or revisions are not occasioned by fault of the Engineer and such original documents, plans, specifications, etc. have been prepared in accordance with the Owner's approval, acceptance or instructions.
- (2) Readvertising for Bidders: The service required when the Owner readvertises for construction bidders not occasioned by fault of the Engineer shall be extra services.
- (3) Extra Construction Engineering: Such services occasioned through no fault of the Engineer such as caused by Contractor's default for any reason, damage to the construction caused by an Act of God, and construction supervision over an extended period beyond the completion date shall be considered extra services.
- (4) Inspection After Final Acceptance: Such services requested after the Owner has accepted the Engineer's Statement of Completion shall be considered extra services.

- (5) Special Consultants: The services of other professional fields such as lawyers, accountants, archaeologists, ornithologists, rate experts, and such similar types of professional skills are not normal to providing engineering services and are considered extra services.
- (6) Litigation: Engineering services for court testimony, should the Owner require the Engineer to appear as an expert witness, plus preparation time, are extra services.

f. TIME SCHEDULE FOR EXECUTION OF ENGINEERING SERVICES: The following schedule is anticipated to be completed by the following dates:

Engineering Contract Executed February 22, 2016
Submittal of Preliminary (30%) Design Report.....April 1, 2016
Completion of Preliminary Design &
90% Plans and Specifications.....April 22, 2016
Open Bids.....May 11, 2016
Submit FAA Grant Application.....May 27, 2016

This schedule is subject to FAA and Owner turnaround time for reviews and responses. The Engineer acknowledges the importance to the Owner of the project schedule and agrees to put forth reasonable efforts in performing the service with due diligence under this Agreement. The Owner understands, however, that the Engineer's performance must be governed by sound professional practices and will be affected by outside influences beyond the Engineer's control.

2. THE OWNER AGREES to provide the Engineer with complete information concerning the requirements of the Project and to perform the following services:

- a. ACCESS TO THE WORK: The Owner shall guarantee access to and make all provisions for the Engineer to enter upon public lands as required for the Engineer to perform such work as surveys and inspections in the development of the Project. The Engineer will contact private property owners for permission of entry to private lands.
- b. CONSIDERATION OF THE ENGINEER'S WORK: The Owner shall give thorough consideration to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Engineer, and shall inform the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.
- c. LEGAL REQUIREMENTS: The Owner shall hold promptly all required special meetings, serve all required public and private notices, receive and act upon all

protests and fulfill all requirements necessary in the development of the Project, and pay all costs incidental thereto.

3. THE OWNER'S PAYMENTS TO THE ENGINEER:

a. GENERAL

- (1) Abandoned or Suspended Work: If any work performed by the Engineer is abandoned or suspended in whole or in part, the Engineer shall be paid for costs incurred prior to receipt of written notice from the Owner of such abandonment or suspension, together with any terminal expenses resulting therefrom, and including a reasonable profit.
- (2) Payments to the Engineer shall be due and payable from monthly statements. Payments not received within thirty (30) days of the invoice date will be subject to an interest charge of one-and-one-half (1.5) percent of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

- b. PAYMENTS FOR BASIC SERVICES: The Owner shall pay the Engineer for the basic services described in 1.b., a Lump Sum Fee in accordance with the following.

Task 1.0 Preliminary Design.....	\$18,505.00
Task 2.0 Final Design.....	\$3,894.00
Task 3.0 Bid Letting.....	\$1,400.00
Task 4.0 Distribution of Plans and Specifications.....	\$1,406.00

The total Lump Sum Fee for Basic Services is \$25,205.00.

- c. PAYMENTS FOR OTHER SERVICES: The Owner shall pay the Engineer for other services described in 1.c., a Lump Sum Fee in accordance with the following:

Task 5.0 DBE Plan and Reports.....	\$ 2,055.00
Task 6.0 Grant Administration.....	\$7,484.00
Task 7.0 Contract Administration.....	\$ xxxx*
Task 8.0 Construction Staking.....	\$ xxxx*
Task 9.0 As-Built ALP.....	\$ xxxx*

The initial total Lump Sum Fee payment for Other Services is \$9,539.00.

*will be added by amendment

- d. PAYMENTS FOR PROJECT INSPECTION SERVICES: The Owner shall pay the Engineer for Project Inspection Services described in 1.d. as Task 10.0, a Cost-Plus-Fixed-Fee in accordance with a fixed fee amount of \$xxxx, not to exceed a total fee of \$xxxx.

The Owner shall pay the Engineer for Project Inspection Services described in 1.d. as Task 11.0, a Cost-Plus-Fixed-Fee in accordance with a fixed fee amount of \$xxxx not to exceed a total fee of \$xxxx. In addition, the fees for services and reimbursable expenses of an independent testing laboratory employed by the Engineer for testing services is estimated at \$xxxx, but shall be billed at actual cost.

The not-to-exceed fee payment for Project Inspection Services is \$xxxx.
*will be added by amendment

- e. PAYMENTS FOR ADDITIONAL SPECIAL SERVICES: For additional services defined in 1.e., the Owner shall pay the Engineer a negotiated amount based on the scope of additional services, and said payments will be due and payable from monthly billings should they be required for the project.

- f. SUMMARY OF FEES: The total compensation under this Agreement is summarized as follows:

Service	Tasks	Compensation	Fee Type
Basic Services	1.0-4.0	\$25,205.00	Lump Sum
Other Services	5.0-6.0	\$9,539.00	Lump Sum
Other Services	7.0 – 9.0	*	Lump Sum
Construction Services – Inspection & Testing	10.0-11.0	*	Cost Plus A Fixed Fee Not To Exceed
Initial Total Compensation		\$34,744.00	

*will be added by amendment

4. THE OWNER AND ENGINEER FURTHER AGREE to the Federal Provisions contained in Attachment D.
5. SUCCESSORS AND ASSIGNS: This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Engineer respectively and his partners, successors, assigns, and legal representatives. Neither the Owner nor the Engineer shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.

6. ATTACHMENTS: The following attachments are included as part of this Agreement.

- Attachment A - Scope of Engineering Services
- Attachment B - Certification of Engineer
- Attachment C - Labor Estimate
- Attachment D - Federal Provisions
- Attachment E - Project Limits

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

OWNER:

City of Marshalltown Iowa

By: _____

Title: _____

ATTESTED BY:

Title: _____

ENGINEER:

Clapsaddle-Garber Associates, Inc.

By: Michael C. Beards

Title: Executive Vice President

ATTESTED BY:

Matt Fabe

Title: Project Engineer

Attachment A
Scope of Engineering Services
For

Pavement Rehabilitation Improvement Project
Marshalltown Municipal Airport
AIP No. 3-19-0058-014-2016

This project provides for the Pavement Rehabilitation Improvements at the Marshalltown Municipal Airport. Major features of the project include:

- Rehabilitate connecting taxiway to runway end 36 with mill and overlay.
- Rehabilitate runway end 18 with partial depth HMA patching.
- Minor pavement repairs on Runway 13-31 parallel taxiway
- See Attachment E for further details

BASIC SERVICES

Task 1.0 - Preliminary Design

- 1.1 Project Formulation. Project formulation provides for project conceptualization, preliminary estimate preparation, predesign conference and related administration associated with formulation of this project. CGA will provide agenda and minutes for the predesign meeting.
- 1.2 Pavement Design Form. FAA Form 5100-1 Airport Pavement Design Form for flexible pavement structures will be provided to document the proposed pavement section.
- 1.3 Collect Topo and Draft Background. Topographic data for the project area will be collected using electronic field collection techniques. The limits will include anticipated project areas identifying major thermal cracking and pavement deterioration limits. This data will then be downloaded and drafted in the office to provide a background CAD drawing for preparation of the rehabilitation details and project limits.
- 1.4 Cover Sheet. The cover sheet shall provide pertinent project information such as project title, general description of the work, project numbers, location map, index to the plan sheets, and designer certification.
- 1.5 Symbols, Legend and Information Sheet. This sheet shall contain symbols used throughout the plan set, project bench mark descriptions, and a tabulation of horizontal control points.
- 1.6 Project Layout Sheet and Construction Safety and Phasing Plan. Provide a drawing depicting the general layout of the project and denote the contractor's access,

assembly/storage areas, traffic control, and related notes. For temporary construction items (such as the contractor's staging area, access road, and equipment) and the permanent runway, the Engineer shall prepare and submit FAA 7460-1 Forms electronically through the FAA's OE/AAA website. The FAA shall conduct an aeronautical study of the temporary and permanent points. Engineer shall coordinate points with FAA prior to submission. We will prepare a Construction Safety and Phasing Plan (CSPP) in general conformance with the requirements of Advisory Circular 150/5370-2F Operational Safety on Airports During Construction. The Contractor shall be solely and exclusively responsible for the safety of the airport users as it relates to construction activities.

- 1.7 Typical Sections and Pavement Project Details. Project details such as typical cross sections and thermal cracking repair details will be depicted.
- 1.8 Project Quantities Sheet. The project quantities sheet will include identification of project bid items, specification references, plan quantities and a location to tabulate final quantities as part of the record drawings. In addition, any special reference notes for the bid items will be included.
- 1.9 Pavement Rehabilitation Plan. Prepare a plan identifying the rehabilitation limits and requirements.
- 1.10 Storm Water Pollution Prevention Plan. N/A
- 1.11 Pavement Marking Plan. A sheet will be prepared detailing the layout and dimensions for pavement marking associated with the runway and connecting taxiways in accordance with FAA AC 150/5340-1L Standards for Airport Markings. The overall condition of the remaining runway markings on Runway 18-36 will be reviewed and potentially added to the project scope.
- 1.12 Preliminary Design Summary (30%). A 30% preliminary design summary will be prepared discussing project development options including pavement section and rehabilitation techniques for FAA concurrence. The report will provide an updated opinion of probable cost.
- 1.13 Project Manual. Prepare a project manual to include Contract Documents (notice of hearing and letting, contractor's proposal, form of contract, bid bond, performance and payment bond, insurance requirements, wage and labor requirements, and equal employment opportunity requirements), General Conditions of the Contract, Special Conditions of the Contract, Detailed Specifications, the CSPP and applicable Advisory Circulars. FAA AC 150/5370-10F along with related changes, Central Region modifications and an applicable Modification of Standards will be utilized for the reference specifications.

- 1.14 Progress Meetings. Two (2) meetings with the Owner or the Owner's representatives will be held at the airport to obtain input and to coordinate the design process and decisions. An agenda and minutes will be provided by Engineer.
- 1.15 Quality Control Review. Provide an internal quality control review of the plans and specifications, incorporate those comments prior to 90% plan submittal to FAA and Owner, and prepare a quality control review letter as required by FAA.
- 1.16 Design Report (90%) and Plan Review. A design report in general accordance with AIP Sponsor Guide, Section 920 will be prepared discussing design aspects of the project. We will submit one (1) set each 90% complete plans and project manual as well as engineering report to FAA and the Owner for review. We will also update and submit an Engineer's Opinion of Probable Construction Cost and the Preliminary Project Budget based on the 90% plans to the FAA and Owner for review and comment.

Task 2.0 - Final Design

- 2.1 Construction Plans. This phase will involve completion of remaining construction plan details, along with addressing comments from FAA and City of Marshalltown review from 90% plans.
- 2.2 Project Manual. CGA will complete the project manual to include any revisions or additions as a result of the 90% plan review. CGA will also complete the Notice of Hearing and Letting to including scheduled date and time for the hearing on the plans, specifications, form of contract and estimate of cost and the scheduled date and time for the opening of bids.

Task 3.0 - Bid Letting

- 3.1 Advertising and Queries. CGA will assist the City of Marshalltown in publication of appropriate legal notices, providing notice to various plan room clearing houses and directly notifying contractors of the proposed construction work. In addition, CGA will answer contractors' questions and issue any addenda required during the bidding period.
- 3.2 Bid Opening and Award. CGA will assist the City of Marshalltown in securing and opening of bid proposals. CGA will attend the bid opening, provide tabulation and analysis of bids, and coordinate with and secure FAA Airports Division concurrence in the award of construction contract. After receiving the concurrence, CGA will attend City Council meeting for consideration of award, as requested, and assist the City of Marshalltown in preparing signatory copies of the construction contract.

Task 4.0 – Distribution of Plans and Specifications

- 4.1 Distribution of Plans and Specifications. CGA will print and distribute paper copies of the project's contract documents to prospective bidders, subcontractor suppliers and contractor plan room services as provided for under the laws of the State of Iowa.

OTHER SERVICES

Task 5.0 - DBE Plan and Reports

- 5.1 Disadvantaged Business Enterprise (DBE) Plan. A 3-year DBE plan has been previously prepared and approved by FAA for the Marshalltown Municipal Airport. This task will provide for reviewing and updating the 3-year DBE plan as this project was not included in that approved DBE plan. A project specific contract goal will also be established for this project.
- 5.2 DBE Monitoring and Reporting. The following activities will be provided to monitor and report on DBE participation for the Project:
- a. Evaluate documentation to be submitted by the low bidder indicating DBE participation or good faith effort. Request FAA Civil rights Office concurrence in the contract award.
 - b. Prepare and submit Uniform Report of DBE Awards or Commitments and Payments using the FAA DBE Connect Reporting system. Two submittals are planned.

Task 6.0 – Grant Administration-Construction Phase

- 6.1 Grant Application. After the bid letting, CGA will prepare the grant application, including updated summary of project costs, and coordinate City's execution and submittals to the FAA.
- 6.2 Grant Reimbursement and Documentation. CGA will keep track of all project costs and prepare for the Owner's execution and submittal to FAA monthly grant reimbursement requests using the on-line DELPHI e-Invoicing system. In addition, CGA will prepare SF271 and SF425 forms on an annual basis and upon project completion.
- 6.3 Liaison With FAA. CGA will provide communication and correspondence with the FAA for the purpose of administration of the grant agreement. CGA will provide consultation and advice to the Owner during the progress of the project.

- 6.4 Quarterly Performance Report. Project progress will be monitored and reported using the FAA Quarterly Performance Report forms.
- 6.5 Sponsor Certifications. CGA will prepare and coordinate the Owner's required certifications for the project. This shall include Selection of Consultants, Equipment/Construction Contracts, Construction Project Final Acceptance, Project Plans and Specifications, Drug-Free Workplace and Conflict of Interest.
- 6.6 Project Closeout. At the conclusion of the project, final close out documentation shall be provided to the FAA within 90 days of the final payment date in accordance with FAA ACE AIP Sponsor Guide No 1610 – Development Project Closeout.
- 6.7 Construction Progress and Inspection Report. CGA will prepare and submit FAA form 5370-1 or an equivalent form on a weekly basis during major construction activities to the FAA.

Task 7.0 - Contract Administration

- 7.1 Preconstruction Conference. CGA will prepare an agenda, organize and attend a meeting with the Contractor, Subcontractors, Airport Authorities, Owner and the FAA to establish construction schedules, coordinate subcontractors, and establish communications. After the meeting CGA will prepare and distribute minutes of the conference.
- 7.2 Payroll Transcripts. Weekly payroll transcripts will be collected from all prime and subcontractors. The transcripts will be compared to the current Department of Labor Wage Decision. Original copies of the payroll transcripts will be provided to the Owner at the end of the job or as requested.
- 7.3 Submittal Reviews and Coordination. The Contractor will be required to submit various submittals and approval data for the project. The submittals will be checked for compliance with the plans and specifications by the Project Engineer.
- 7.4 Construction Progress Payments. Monthly payments will be made by the Owner to the prime contractor for the construction work. CGA will prepare tabulations of the construction quantities satisfactorily completed and their related costs and CGA will make a recommendation for payment in accordance with the construction contract.
- 7.5 Visits to the Site. A Professional Engineer will make periodic visits to the construction site to check the general quality and quantity of the Contractor's work. Based on information obtained during such visits, CGA will determine in general if such work is proceeding in accordance with the Contract and CGA will keep the City of Marshalltown and the FAA informed of the progress.

- 7.6 Engineering Administration. This task involves coordination, supervision, communications, and scheduling of the engineering staff as required for this project. In addition, the Project Manager will provide engineering decisions and provide communications with the Owner and the Contractor required for administration and implementation of the project.
- 7.7 Change Orders. CGA will prepare change orders for changes necessary in the process shall include itemization and documentation of cost adjustments, and requesting FAA concurrence and participation in the change.
- 7.8 Engineer's Statement of Completion. When the Contractor claims final completion of the construction, a Professional Engineer shall make an inspection of the work and prepare a list of items of work or construction not acceptable or uncompleted for the Contractor to complete or repair. A Professional Engineer will prepare a Statement of Completion stating that the construction work has been substantially completed in accordance with the terms of the contract and will list the final construction quantities and costs.
- 7.9 Record Drawings. CGA will prepare from records, reports, field plans, etc., a final copy of record plans to show changes in the work authorized and known during the construction process. A copy will be provided to the Owner at project closeout.
- 7.10 Final Quantity and Testing Results Report. CGA will prepare from field reports, reports from the outside testing laboratory and material certifications a final summary report of project quantities and testing results. The report will also include any quantity adjustments as a result of the percent within limits calculations.
- 7.11 Construction Observation Program. A Construction Observation Program (COP) is not anticipated for this project.

Task 8.0 - Construction Staking

- 8.1 Construction Staking. CGA will identify the pavement milling limits, existing thermal crack repairs and other pavement rehabilitation limits in the field as well as set grade control for overlay tie in locations for use by the contractor. In addition, control points will be established for pavement markings.

Task 9.0 - As-Built ALP

- 9.1 As-Built ALP. As-Built Airport Layout Plan (ALP) drawings are not anticipated for this project.

PROJECT INSPECTION SERVICES

Task 10.0 - Construction Observation

- 10.1 Resident Observation. A resident construction observer will be provided during major construction activities. Duties and responsibilities of the observer will include checking compliance of the construction with the plans and specifications, record and document the contractor's activities, prepare related reports, and serve as the Project Engineer's liaison with the contractor. Labor costs are based on observation of 140 hours.

Task 11.0 - Construction Testing

- 11.1 Laboratory and Field Testing. Laboratory and Field Testing will be accomplished by an outside accredited testing laboratory (TEAM Services) and will consist of HMA field and laboratory testing. This task will also involve the monitoring, tabulating and review of the results in addition to the outside testing services.
- 11.2 Manufactured Materials Testing. Manufactured materials will be accepted based on the vendor's certification that the materials meet the specifications. This task will involve the collection, review and tabulation of those certifications.

Attachment B
Pavement Rehabilitation Improvement Project
Marshalltown Municipal Airport
AIP No. 3-19-0058-014-2016

Certification of Engineer

I hereby certify that I am the Executive Vice President and a duly authorized representative of the firm of CLAPSADDLE-GARBER ASSOCIATES, INC., whose address is 16 East Main Street, P.O. Box 754, Marshalltown, Iowa 50158, and that neither I nor the above firm I hereby represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract.
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the service of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any);

I acknowledge that this certificate is to furnish to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and federal laws, both criminal and civil.

2-16-14

Date

Michael C Beards

Signature

Attachment C Labor Estimate Pavement Rehabilitation Improvement Project Marshalltown Municipal Airport AIP # 3-19-0058-014-2016													
Labor Category	LABOR HOURS							Salary Cost	Over-head	Direct Exp.	Fixed P'ment	Out-Side Services	TOTAL FEE
	Principal	P.E. 2	E.I. 2	Assoc 5	P.L.S. 1	Tech 6	Assoc 3						
BASIC SERVICES	1.0 Preliminary Design	0	0					0	0.00	0.00	0.00	0.00	\$0.00
	1.1 Project Formulation		0						0.00	0.00	0.00	0.00	\$0.00
	1.2 Pavement Design Form		0						0.00	0.00	0.00	0.00	\$0.00
	1.3 Collect Topo and Drift Background			0			0		0.00	0.00	0.00	0.00	\$0.00
	1.4 Cover Sheet								0.00	0.00	0.00	0.00	\$0.00
	1.5 Symbols, Legend and Information Sheet								0.00	0.00	0.00	0.00	\$0.00
	1.6 Project Layout Sheet and CSPP	0							0.00	0.00	0.00	0.00	\$0.00
	1.7 Typical Sections and Project Details			0					0.00	0.00	0.00	0.00	\$0.00
	1.8 Project Quantities Sheet	0							0.00	0.00	0.00	0.00	\$0.00
	1.9 Pavement Rehabilitation Plan								0.00	0.00	0.00	0.00	\$0.00
	1.10 Storm Water Pollution Prevention Plan								0.00	0.00	0.00	0.00	\$0.00
	1.11 Pavement Marking Plan								0.00	0.00	0.00	0.00	\$0.00
	1.12 Preliminary Design Summary (30%)	0							0.00	0.00	0.00	0.00	\$0.00
	1.13 Project Manual	0							0.00	0.00	0.00	0.00	\$0.00
	1.14 Progress Meetings								0.00	0.00	0.00	0.00	\$0.00
	1.15 Quality Control Review								0.00	0.00	0.00	0.00	\$0.00
	1.16 Design Report (60%) and Plan Review	0							0.00	0.00	0.00	0.00	\$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	\$0.00	
2.0 Final Design													
	2.1 Construction Plans	0	0	0	0			0	0.00	0.00	0.00		\$0.00
	2.2 Project Manual	0	0					0	0.00	0.00	0.00		\$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	\$0.00	
3.0 Bid Letting													
	3.1 Advertising and Queries	0	0					0	0.00	0.00	0.00	0.00	\$0.00
	3.2 Bid Opening and Award	0	0						0.00	0.00	0.00		\$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	\$0.00	
4.0 Distribution of Plans and Specifications													
	4.1 Distribution of Plans and Specifications		0					0	0.00	0.00	0.00		\$0.00
	PHASE TOTAL	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	\$0.00
OTHER SERVICES													
5.0 DBE Plan and Reports													
	5.1 Disadvantaged Business Enterprise (DBE) Plan	0			0			0	0.00	0.00	0.00		\$0.00
	5.2 DBE Monitoring and Reporting				0			0	0.00	0.00	0.00		\$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	\$0.00	
6.0 Grant Administration													
	6.1 Grant Application	0	0		0			0	0.00	0.00	0.00		\$0.00
	6.2 Grant Reimbursement and Documentation	0			0			0	0.00	0.00	0.00		\$0.00
	6.3 Liaison With FAA	0	0		0				0.00	0.00	0.00		\$0.00
	6.4 Quarterly Performance Reports	0							0.00	0.00	0.00		\$0.00
	6.5 Sponsor Certifications				0			0	0.00	0.00	0.00		\$0.00
	6.6 Project Closeout				0			0	0.00	0.00	0.00		\$0.00
	6.7 Construction Progress and Inspection Report								0.00	0.00	0.00		\$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	\$0.00	

Attachment C Labor Estimate Pavement Rehabilitation Improvement Project Marshalltown Municipal Airport AIP # 3-19-0058-014-2016													
Labor Category	LABOR HOURS							Salary Cost	Over-head	Direct Exp.	Fixed Pmt.	Out-Side Services	TOTAL FEE
	Principal	P.E. 2	E.I. 2	Assoc 5	P.L.S. 1	Tech 6	Assoc 3						
7.0 Contract Administration													
7.1 Preconstruction Conference	2	4				2		303.50	546.30	0.00	127.47		\$977.27
7.2 Payroll Transcripts	1						8	215.80	388.44	0.00	90.64		\$694.88
7.3 Submittal Reviews and Coordination	1	4				4	2	241.70	435.06	0.00	101.51		\$778.27
7.4 Construction Progress Payments	1						2	178.70	321.66	0.00	75.05		\$575.41
7.5 Visits to the Site	8	8						772.00	1,389.60	46.00	324.24		\$2,531.84
7.6 Engineering Administration	4	4						386.00	694.80	0.00	162.12		\$1,242.92
7.7 Change Orders								0.00	0.00	0.00	0.00		\$0.00
7.8 Engineer's Statement of Completion	2						2	160.70	289.26	0.00	67.49		\$517.45
7.9 Record Drawings						4		189.00	340.20	0.00	79.38		\$608.58
7.10 Final Quantity & Testing Results Report		2	8					291.00	523.80	0.00	122.22		\$937.02
7.11 Construction Observation Program - Not required		0	0				0	0.00	0.00	0.00	0.00		\$0.00
PHASE TOTAL	19	22	12	0	0	10	14	2,738.40	4,929.12	46.00	1,150.13	0.00	\$8,863.65
8.0 Construction Staking													
8.1 Construction Staking						16		638.00	1,148.40	200.00	267.96	0.00	\$2,254.36
PHASE TOTAL	0	0	0	0	0	16	0	638.00	1,148.40	200.00	267.96	0.00	\$2,254.36
9.0 As-Built ALP													
9.1 As-Built ALP - Not required	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	\$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0.00	0	0.00	0.00	0.00	\$0.00
PROJECT INSPECTION SERVICES													
10.1 Construction Observation													
10.1 Resident Observation	0	0	0	0	0	140	0	2,765.00	4,977.00	108.00	1,161.30	0.00	\$9,011.30
PHASE TOTAL	0	0	0	0	0	140	0	2,765.00	4,977.00	108.00	1,161.30	0.00	\$9,011.30
11.0 Construction Testing													
11.1 Laboratory and Field Testing		2				8		229.00	412.20	0.00	96.18	4,500.00	\$5,237.38
11.2 Manufactured Materials Testing		2						71.00	127.80	0.00	29.82		\$228.62
PHASE TOTAL	0	4	0	0	0	8	0	300.00	540.00	0.00	126.00	4,500.00	\$5,466.00
PROJECT TOTALS- Amendment No. 1	19	26	12	0	0	166	14	6,441.40	11,594.52	354.00	2,705.39	4,500.00	\$25,595.31

Direct Expenses:

Personal Vehicle Mileage: \$0.54 per Mile
Survey Vehicle Mileage: \$1.00 per Mile
Round Trip ~ 10 miles

Subconsultants:

TEAM Services - Geotechnical & Construction Testing

Survey Equipment: \$10 per hour
CAD computer Time: \$5 per hour
Per Diem (Meals & Misc): \$20 travel day and \$30 Non-travel day (NA)
Hotel Cost: \$80 per overnight (NA)

Staff Abbreviations:

Principal = Principal
P.E. 1 = Professional Engineer 1
E.I. 2 = Engineering Intern 2
Tech 7 = Technician 7
L.S.I 3 = Land Survey Intern 3
Tech 6 = Technician 6
Assoc 3 = Associate 3

Attachment D – Federal Provisions

(Revised September 2015)

By entering into this Agreement, the Engineer agrees to abide by the Federal Provisions included herein.

All references made to "Contract" shall pertain to Agreement.

All references made herein to "Contractor, Bidder and Offeror" shall pertain to Engineer (Clapsaddle-Garber Associates, Inc.).

All references made herein to "Subcontractor" shall pertain to any and all subconsultants under contract with Engineer.

All references made herein to "Sponsor" shall pertain to Owner (City of Marshalltown, Iowa).

FEDERAL PROVISIONS REQUIRED FOR ALL A/E CONTRACTS

ACCESS TO RECORDS AND REPORTS

(Reference: 2 CFR § 200.326, 2 CFR § 200.333)

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

(Reference: 49 USC § 47123)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

(a)) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b)) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

CIVIL RIGHTS – TITLE VI ASSURANCES

1) Title VI Solicitation Notice

(Reference: Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

The City of Marshalltown, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

2) Title VI Clauses for Compliance with Nondiscrimination Requirements

(Reference: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- a) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- b) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- d) **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e) **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- i. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
- f) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

3) Title VI List of Pertinent Nondiscrimination Authorities

(Reference: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISE

(Reference: 49 CFR part 26)

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE).

(Reference: 29 USC § 201, et seq.)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(Reference: 49 CFR part 20, Appendix A)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

(Reference 20 CFR part 1910)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration

RIGHT TO INVENTIONS

(Reference 2 CFR § 200 Appendix II(F))

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

TRADE RESTRICTION CLAUSE

(Reference: 49 CFR part 30))

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies

that it:

- a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c) has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The contractor must include these policies in each third party subcontract involved on this project.

VETERAN'S PREFERENCE

(Reference: 49 USC § 47112(c))

In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO A/E CONTRACTS EXCEEDING \$10,000

TERMINATION OF CONTRACT

(Reference 2 CFR § 200 Appendix II(B))

- a) The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b) If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- c) If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d) If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
- e) The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

PROVISIONS APPLICABLE TO A/E CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

(Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension &

Debarment Procedures & Ineligibility)

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

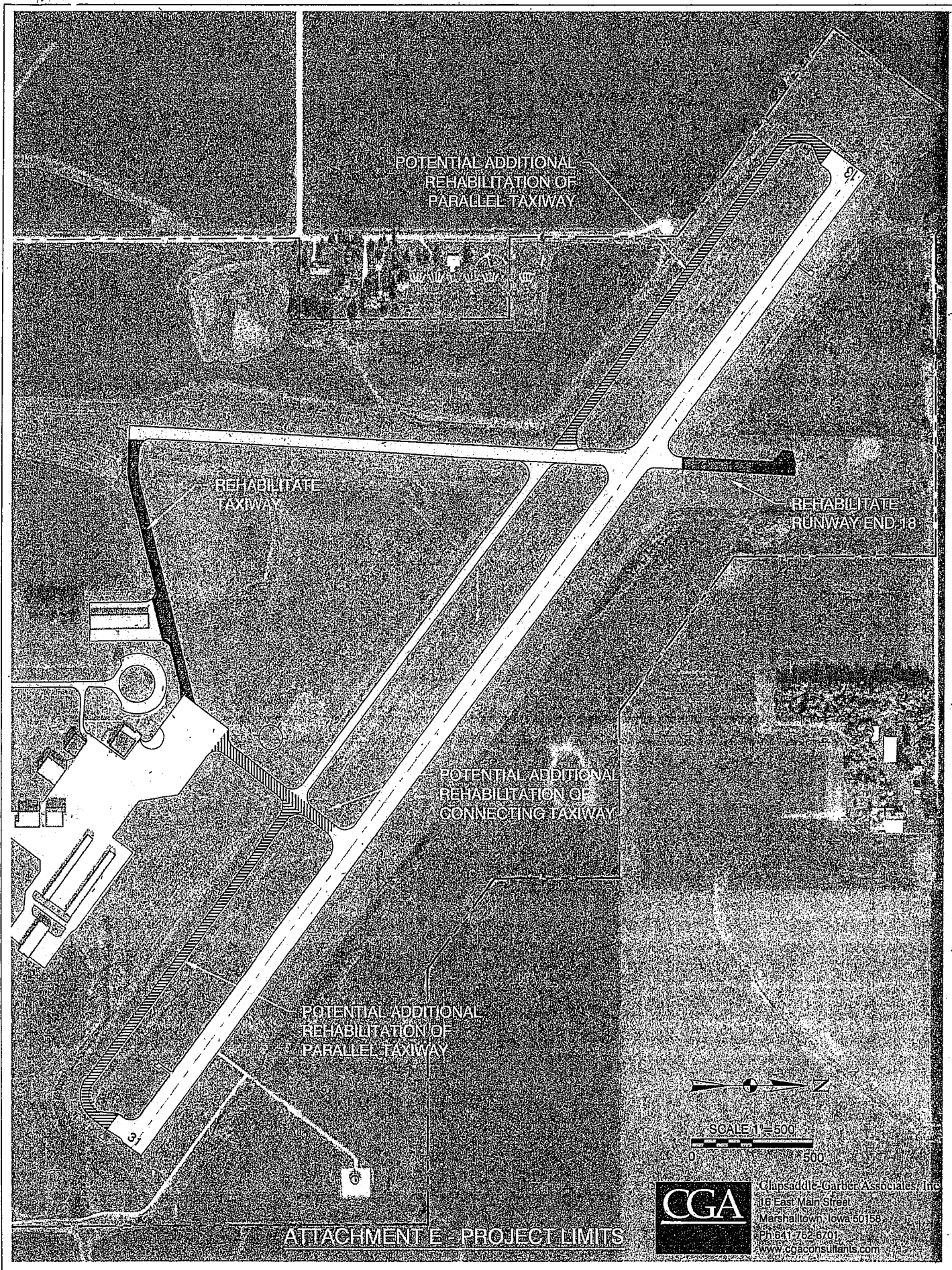
By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

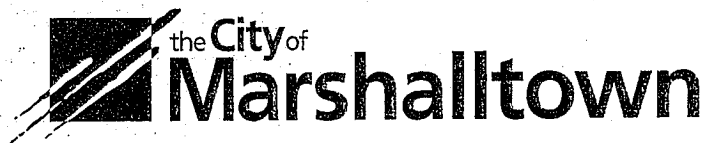
CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <https://www.sam.gov>.
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.





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

ADMINISTRATION

February 5, 2016

TO: Mayor James Lowrance
Members of the City Council
FROM: Shari L. Coughenour, CMC, City Clerk

RE: LEASE AGREEMENT, CENTRAL IOWA RIVER GUN CLUB

Policy Issue: N/A

Recommendation:

Staff recommends approval of the ten year lease with the Central Iowa River Gun Club. The lease rate remains the same, \$10 per year, payable at the beginning of the lease term. The club operates a gun range located within the bridge structure at the north end of the South Center Street viaduct.

State law requires a public hearing for lease periods longer than three years. A public hearing is scheduled for February 22, 2016.

The prior leases have been for less than three years. The club has utilized the area for a multiple number of leases, and this is the first ten year lease with the goal of being more efficient.

Budget Impact: The \$100 lease fee for the ten years will cover the cost of the required publication.

cc: Randy Wetmore

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



RESOLUTION ADOPTING TENTATIVE RESOLUTION APPROVING LEASE AGREEMENT WITH
THE CENTRAL IOWA RIVER GUN CLUB OF MARSHALLTOWN, IOWA

WHEREAS there has been presented to the Marshalltown City Council a form of lease for approval by the City of Marshalltown, Iowa, and the Central Iowa River Gun Club of Marshalltown, Iowa for a term of ten (10) years from and after the 1st day of March 2015, and up to noon of the 28th day of February 2025, for the use and occupancy by lessees of the large room under the north end of the Viaduct on South Center Street near the Boone Street intersection in Marshalltown, Iowa; and

WHEREAS pursuant to Section 364.7 of the Iowa Code, the council has held a public hearing regarding the lease proposal; and

WHEREAS this Council has considered the terms, conditions and intended use of such room or space, together with the provisions provided for termination, and rights of inspection by the City and the Iowa State Highway Commission, which is to be without cost or expense of the City for any remodeling, repair or maintenance and that such lease is in the best interest of the city and should be approved.

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

Section 1. This Council hereby approves the attached lease agreement with the Central Iowa River Gun Club of Marshalltown, Iowa, subject to the conditions of this Resolution which are made a part of that agreement, for a ten (10) year period beginning March 1, 2015, and ending at noon on the 28th day of February 2025, the right and occupancy of:

The large room under the north end of the Viaduct on South Center Street near the Boone intersection, Marshalltown, Iowa. Said large room, located under the traveled portion of the viaduct, is a part of the understructure to the north approach of the said viaduct.

Section 2. Said room shall be used by the lessee only as an indoor shooting range and said lessee shall be responsible for any costs of maintenance, upkeep and repair which shall in no way injure or damage the interior thereof and shall at all time be subject to inspection by the City Engineer and engineers of the Iowa Department of Transportation.

Section 3. In the event it becomes necessary for structural maintenance or repair, the lessees shall immediately vacate the space herein for such time as is necessary for such purposes.

Section 4. The City Administrator is hereby authorized to execute such lease for and on behalf of the City of Marshalltown.

Passed this __ day of February, 2016, and signed this __ day of February, 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

TENTATIVE RESOLUTION SETTING PUBLIC HEARING FOR LEASE AGREEMENT WITH
CENTRAL IOWA RIVER GUN CLUB OF MARSHALLTOWN, IOWA

WHEREAS there has been presented to the Marshalltown City Council a form of lease for approval by the City of Marshalltown, Iowa, and the Central Iowa River Gun Club of Marshalltown, Iowa for a term of ten (10) years from and after the 1st day of March 2015, and up to noon of the 28th day of February 2025, for the use and occupancy by lessees of the large room under the north end of the Viaduct on South Center Street near the Boone Street intersection in Marshalltown, Iowa; and

WHEREAS pursuant to Section 364.7 of the Iowa Code, leases longer than three years require a public hearing; and

WHEREAS this Council has considered the terms, conditions and intended use of such room or space, together with the provisions provided for termination, and rights of inspection by the City and the Iowa State Highway Commission, which is to be without cost or expense of the City for any remodeling, repair or maintenance and that such lease is in the best interest of the city.

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

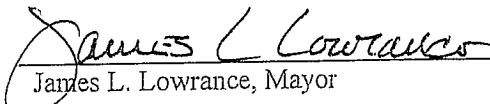
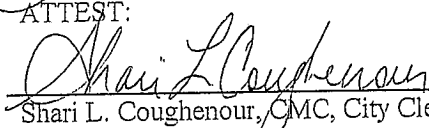
Section 1. The City of Marshalltown, Iowa, by this Tentative Resolution proposes to consent to the lease agreement with the Central Iowa River Gun Club of Marshalltown, Iowa, which is incorporated and made a part of this tentative resolution, for a ten (10) year period beginning March 1, 2015, and ending at noon on the 28th day of February 2025, the right and occupancy of:

The large room under the north end of the Iowa State Primary 14 viaduct on South Center Street near the Boone intersection, Marshalltown, Iowa. Said large room, located under the traveled portion of the viaduct, is a part of the understructure to the north approach of the said viaduct.

Section 2. The City Clerk shall cause to be published the notice required by law, by publication once in the Marshalltown Times-Republican, a newspaper having general circulation in the City of Marshalltown, Iowa, and published at least once weekly, the publication to be not less than four (4) nor more than twenty (20) days prior to the date hereinafter fixed for public hearing concerning this matter. Said public hearing is hereby fixed the 22nd day of February, 2016, at the Council meeting to commence at 5:30 PM in the Council Chambers, 10 W. State Street, Marshalltown, Iowa. Said public hearing shall convene to consider any and all comments filed with the City Clerk or made in open council meeting in response to the proposed action as recited herein, and the Council shall have authority to take final action at that time.

Passed this 8 day of February, 2016, and signed this 10 day of February, 2016.

CITY OF MARSHALLTOWN, IOWA


James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

Affidavit of Publication

STATE OF IOWA,
Marshall County, ss.

City of Marshalltown

A Tentative Resolution wherein it is proposed to lease property in Marshall County, IA

I, Rhonda Wicking, being first duly sworn, on oath depose and say that Marshalltown Newspaper, LLC is a corporation for pecuniary profit organization under the law of the State of Iowa, with its principal place of business in Marshalltown, Iowa; that the "Times-Republican" is a daily newspaper of general circulation printed wholly in the English language and published by said corporation at the city of Marshalltown, in Marshall County, Iowa; that I am the Accounting Manager of said corporation and a full time employee of the said newspaper, and have personal knowledge of the facts stated herein; that the Notice hereto attached in the above entitled action was published in the regular daily edition of the said "Times-Republican" once each week for:

One

consecutive weeks on the days and dates as follows, to-wit:
February 16, 2016

Statutory fees for publishing said notice are:
23.48

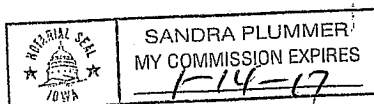


Sworn to before me and subscribed in my presence by the said Rhonda Wicking this Sixteenth Day of Feb., 2016



Sandra Plummer, Notary Public
Marshall County, Iowa
Commission No. 766297
Commission Expires January 14, 2017

Account No. and Account Name
L02000 City of Marshalltown



**NOTICE OF PUBLIC HEARING
PUBLIC NOTICE**

NOTICE OF PUBLIC HEARING

PUBLIC NOTICE is hereby given that there is now on file in the Office of the Clerk of the CITY OF MARSHALLTOWN, IOWA, a Tentative Resolution wherein it is proposed to lease the following described property in Marshalltown, Marshall County, Iowa, described as:

The large room under the north end of the viaduct on South Center Street near the Boone Street intersection, Marshalltown, Iowa.

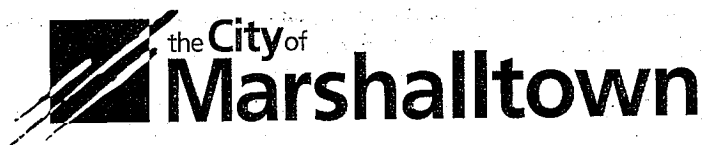
Said large room, located under the traveled portion of the viaduct, is a part of the understructure to the north approach of the said viaduct,

from the City Of Marshalltown to the Central Iowa River Gun Club. The lease period is for ten (10) years, at a lease fee of One Hundred Dollars (\$100.00) for the ten year period, payable on March 1, 2016.

The final action on the Tentative Resolution now on file will be taken at a meeting of the City Council to be held in the City Council Chambers, City Hall, 24 North Center Street, on the 22nd day of February, 2016, at 5:30 PM, Central Standard Time, at which time and place hearing will be had on any bids or comments made in writing or orally at said hearing to the proposed conveyance and the Council will take final action on the resolution now on file.

This notice is given as required by Section 364.7 of the Code of Iowa.

Shari L. Coughenour, City Clerk of Marshalltown Iowa
---20683



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

DEPARTMENT OF PUBLIC WORKS

February 4, 2016

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

From: Justin Nickel
Director of Public Works

Re: Order Construction – Procurement of BioGas Generator and Gas Cleaning Equipment (52015014)

Policy Issue: City policy requires Governing Body approval of Resolution ordering construction

Recommendation: Staff recommends approving the Resolution ordering construction for procurement of A BioGas Generator and Gas Cleaning Equipment.

Background: Fox has prepared bidding requirements, specifications and contract documents for procurement of a generator and associated gas cleaning equipment.

Budget Impact: There are sufficient funds included in the CIP for procurement of this equipment.

Attachment: None

cc: Randy Wetmore, City Administrator

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

Marshalltown



2012

R20

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

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

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

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

Passed this 22nd day of February 2016, and signed this _____ day of February 2016.

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Affidavit of Publication

STATE OF IOWA,
Marshall County, ss.

City of Marshalltown
City Official Notice of Hearing and Letting for
Procurement of Biogas Generator & Gas Cleaning
Equipment Project # 52015014

I, Rhonda Wickerling, being first duly sworn, on oath depose and say that Marshalltown Newspaper, LLC is a corporation for pecuniary profit organization under the law of the State of Iowa, with its principal place of business in Marshalltown, Iowa; that the "Times-Republican" is a daily newspaper of general circulation printed wholly in the English language and published by said corporation at the city of Marshalltown, in Marshall County, Iowa; that I am the Accounting Manager of said corporation and a full time employee of the said newspaper, and have personal knowledge of the facts stated herein; that the Notice hereto attached in the above entitled action was published in the regular daily edition of the said "Times-Republican" once each week for:

One

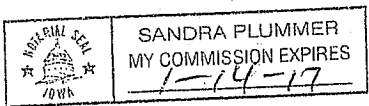
consecutive weeks on the days and dates as follows, to-wit:
February 15, 2016

Statutory fees for publishing said notice are:
147.50

Rhonda Wickerling
Sworn to before me and subscribed in my
presence by the said Rhonda Wickerling this
Sixteenth Day of Feb., 2016

Sandra Plummer
Sandra Plummer, Notary Public
Marshall County, Iowa
Commission No. 766297
Commission Expires January 14, 2017

Account No. and Account Name
L02000 City of Marshalltown



Legals PUBLIC NOTICE

CITY OF MARSHALLTOWN
IOWA

OFFICIAL NOTICE OF
HEARING AND LETTING

CITY OF
MARSHALLTOWN, IOWA
PROCUREMENT OF BIOGAS
GENERATOR & GAS
CLEANING EQUIPMENT

PROJECT NO. 52015014

NOTICE OF PUBLIC HEARING
ON PROPOSED PLANS
SPECIFICATIONS, PROPOSED
FORM OF CONTRACT AND
ESTIMATED COST FOR THE
CITY OF MARSHALLTOWN,
IOWA, PROCUREMENT OF
BIOGAS GENERATOR AND
GAS CLEANING EQUIPMENT
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 22nd day of February, 2016, in the Council Chambers, 10 West State Street, Second Floor, Marshalltown, Iowa, on the proposed plans, specifications, proposed form of contract, and the estimated cost of improvements proposed to be constructed under Project No. 52015014, the Procurement of Biogas Generator and Gas Cleaning Equipment now on file in the office of the City Clerk and at said hearing any interested person may appear and file objection thereto or to the bidding process.

Sealed proposals will be received by the City Clerk of the City of Marshalltown, Iowa, at her office at 24 N. Center Street until 10:00 a.m. local time on the 8th day of March, 2016, for the Procurement of Biogas Generator and Gas Cleaning Equipment as described in the plans and specifications for Project No. 52015014 and which will be opened, read, and tabulated by the City Engineer or his designate at that time, will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers on the 14th day of March, 2016, or at such later time and place as may then be fixed. Each proposal shall be made out on a blank form furnished by the City and shall be submitted in a sealed envelope marked "Procurement of Biogas Generator & Gas Cleaning Equipment, Marshalltown, Iowa."

The proposed work will involve furnishing Biogas Generator Equipment for installation in the engine room at the Marshalltown Water Pollution Control Plant and/or Gas Cleaning Equipment for installation exterior to and the Southwest of Digester No. 3. All work is to be done in strict compliance with the Plans and Specifications for said Project No. 52015014 as proposed by the Engineer. The extent of the equipment includes biogas generator, instrumentation, controls and miscellaneous related equipment and/or gas cleaning packaged system, instrumentation, controls and miscellaneous related equipment.

The successful bidder will be required to supply installation instruction services, start-up supervision services, and operation and maintenance instruction services for the equipment. Installation will be by a Construction Contractor under a separate contract.

Each proposal must be accompanied either by a cashier's check or certified check in the amount of ten percent (10%) drawn on an Iowa bank or a bank chartered under the laws of the United States, a Bid Bond or credit union certified share draft in the amount of ten percent (10%) of the proposal, drawn on a credit union in Iowa or chartered under the laws of the United States and filed in an envelope separate from the one containing the proposal, made payable to the City of Marshalltown, Iowa, and said check or draft may be cashed or the Bid Bond declared forfeited by the City of Marshalltown, Iowa, as liquidated damages in the event the successful bidder fails to enter into a contract within fifteen (15) days of the Notice of Award and post bond satisfactory to the City insuring the faithful fulfillment of the contract and maintenance of said improvements as required by law and the Specifications.

Payment to the Contractor for said construction will be made in cash from the following sources: Cash from any fund of City of Marshalltown, Iowa, which may be legally used for such purposes; proceeds derived from the sale and issuance of Utility Revenue Bonds or Federal or State grants or loans.

The Contractor will be paid Ninety-five Percent (95%) of the Engineer's Estimate of the value of work completed for each partial payment request. Final payment will be made no sooner than thirty (30) days after completion of the work and acceptance by the Owner.

The equipment shall be furnished to the Project Site according to the schedule set forth in the Contract Documents subject to any extensions of time which may be granted by the Owner.

Buyer and Seller recognize that Buyer will suffer financial loss if the submittals are not received and Goods are not delivered at the Point of Destination and ready for receipt of delivery by Buyer within the times specified in Paragraphs 5.02 and 5.03 of the Agreement, plus any extensions thereof allowed in accordance with Article 7 of the General Conditions. The parties also recognize that the timely performance of services by others involved in the Project are materially dependent upon Seller's specific compliance with the requirements of Paragraphs 5.02 and 5.03. Further, they recognize the delays, expense and difficulties involved in proving the actual loss suffered by Buyer if complete acceptable Goods are not delivered on time. Accordingly, instead of requiring such proof, Buyer and Seller agree that as liquidated damages, for delay attributable to Seller, (but not as a penalty) Seller shall pay Buyer for each day that expires after the time

specified in Paragraphs 5.02 and 5.03 of the Agreement for delivery of submittals and/or acceptable Goods as follows:

Milestone Liquidated Damages Per Day:
Shop Drawing Submittals: \$250
Shop Drawing Resubmittal (if required): \$250
Equipment Delivery: \$1,000

The liquidated damages set forth in Article 5 of the Agreement shall constitute the Buyer's sole and exclusive remedy for delay by Seller in achieving completion of the work (furnishing Goods and Special Services) within the time specified in the Agreement. Seller's obligation to pay liquidated damages pursuant to Article 5 of the Agreement shall be limited to an amount equal to ten percent (10%) of the price for the Goods and Special Services set forth in the Agreement.

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.

The successful bidder will be required to furnish satisfactory performance and payment bonds in the amount of one hundred percent (100%) of the total bid price, a certificate of insurance, warranty of the materials and workmanship for not less than two (2) years from the date of Substantial Completion by the Construction Contractor under a separate Contract.

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 two (2) years from and after acceptance of the project.

The Owner reserves the right to defer acceptance of any proposal for a period not to exceed sixty (60) days from the date of receipt of proposals.

Specifications governing the equipment purchase of the proposed improvements have been prepared by FOX Engineering Associates, Ames, Iowa, which documents are hereby made a part of this Notice and the proposed contract by reference and the proposed contract shall be executed to comply therewith.

Bidding documents, including Specifications for procurement are placed in the Office of the City Clerk, City Hall, Marshalltown, Iowa, for examination. Copies for bidding may be obtained from the office of the Engineer, FOX Engineering Associates, 414 South 17th Street, Suite 107, Ames, Iowa, 50010 (515-233-0000).

A paper copy of said Bidding

Requirements and Contract Documents will be on file in the Office of the City Clerk, City Hall, Marshalltown, Iowa, for examination by prospective bidders. Copies for bidding may be obtained from FOX Engineering Associates, 414 South 17th Street, Suite 107, Ames, Iowa, 50010 (515-233-0000). A deposit of \$50 per paper set of Bidding Requirements and Contract Documents 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 shall be forfeited.

Paper documents may be acquired directly from the office of FOX Engineering Associates without incurring a shipping and handling fee. However, a minimum prior notice of two business days is required for documents that will be picked up during FOX Engineering normal business hours. Upon request, documents can be shipped at the lowest cost ground shipping rate and via a trusted carrier such as UPS or FEDEX.

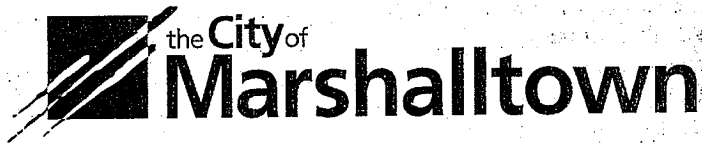
The City Council reserves the right to reject any and all bids and to waive technicalities and irregularities and all bids must remain effective for a period of 60 days of opening same.

This Notice to Bidders is hereby published by authority of resolution duly adopted by the Council of the City of Marshalltown on the 8th day of February, 2016.

CITY OF MARSHALLTOWN
IOWA

By
Shari L. Coughenour, CMC, City
Clerk

20644



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

DEPARTMENT OF PUBLIC WORKS

January 19, 2016

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

From: Justin Nickel
Director of Public Works

Re: Order Construction – 2015 Oil Mix Streets Overlay Project

Policy Issue: City policy requires Governing Body approval of Resolution ordering construction

Recommendation: Staff recommends approving the Resolution ordering construction of the 2015 Oil Mix Streets Overlay Project

Background: City Staff has prepared plans for pavement overlay of streets in the Hilltop area, as well as Maytag Road and South 8th Street. The project includes application of an overlay to streets treated in 2013.

Budget Impact: This project will be funded with 2015 bond sale proceeds.

Attachment: None

cc: Randy Wetmore, City Administrator

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



RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND COST FOR THE 2015 OIL MIX STREET REPAIR PROJECT, IN THE
CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. 76015005

WHEREAS there was placed on file in the office of the Clerk of the City of Marshalltown, Iowa, proposed plans and specifications, proposed form of contract and estimated cost for a public improvement in the City of Marshalltown, Iowa, for the 2015 Oil Mix Street Repair Project No. 76015005 as fully set forth in the resolution ordering same, and that public notice of hearing on such plans, specifications and form of contract were duly published in the Marshalltown Times-Republican in time for hearing now before the Council, and

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

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the plans, specifications, form of contract and estimated cost heretofore placed on file and upon which public notice has been duly given and no objections thereto have been made either in writing or in open council, the Council does now adopt and approve the plans, specifications, form of contract and estimate of cost for Project No. 76015005, being the 2015 Oil Mix Street Repair in the city of Marshalltown, Iowa.

Passed this 22nd day of February 2016, and signed this _____ day of February 2016.

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Affidavit of Publication

STATE OF IOWA,
Marshall County, ss.

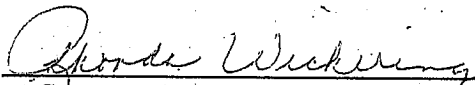
City of Marshalltown
City Official Notice of Hearing and Letting 2015 Oil Mix
Streets Overlay Project Project # 76015005

I, Rhonda Wicking, being first duly sworn, on oath depose and say that Marshalltown Newspaper, LLC is a corporation for pecuniary profit organization under the law of the State of Iowa, with its principal place of business in Marshalltown, Iowa; that the "Times-Republican" is a daily newspaper of general circulation printed wholly in the English language and published by said corporation at the city of Marshalltown, in Marshall County, Iowa; that I am the Accounting Manager of said corporation and a full time employee of the said newspaper, and have personal knowledge of the facts stated herein; that the Notice hereto attached in the above entitled action was published in the regular daily edition of the said "Times-Republican" once each week for:

One

consecutive weeks on the days and dates as follows, to-wit:
February 16, 2016

Statutory fees for publishing said notice are:
131.43



Sworn to before me and subscribed in my
presence by the said Rhonda Wicking this
Sixteenth Day of Feb., 2016



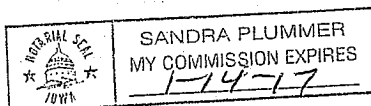
Sandra Plummer, Notary Public

Marshall County, Iowa

Commission No. 766297

Commission Expires January 14, 2017

Account No. and Account Name
L02000 City of Marshalltown



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.
76015005, the 2015 Oil Mix
Streets Overlay Project now on
file in the office of the City Clerk
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
until 10:00 a.m. local time, on the
1st day of March, 2016 for the
construction of the Oil Mix Streets
Overlay Project as described in
the plans and specifications for
Project No. 76015005, 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 14th day of
March, 2016 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 2015 Oil Mix
Streets Overlay Project in
Marshalltown, Iowa as shown in
the plans and specifications for
Project No. 76015005, 2015 Oil
Mix Streets Overlay 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
	QUANTITY		
1	12"	Reclamation w/ Class C Fly	
2	Ash & Shaping	SY 22'512	
3	Double Chip Seal w/ Fog Seal	SY 22'512	
4	Traffic Control	LS 1	
5	Mobilization	LS 1	

All work shall be done in strict
compliance with the Plans and
Specifications for said Project
No. 76015005 as proposed by
the City Engineer.

The work shall begin without
unnecessary delay and shall be
completed by July 15th, 2016.
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:

Substantial Completion
Liquidated Damages Final

\$600.00 \$900.00

For each day that expires after
the time specified for Substantial
Completion until the work is
certified by the engineer as
substantially complete and after
certification of substantial
completion if Contractor neglects
or 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

approval who will certify 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.

A deposit of \$25 per paper set of
Bidding Requirements and
Contract Documents 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.

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.

20676

PUBLIC NOTICE

CITY OF
MARSHALLTOWN, IOWA
OFFICIAL NOTICE OF
HEARING AND LETTING
2015 OIL MIX STREETS
OVERLAY PROJECT

PROJECT NO. 76015005

NOTICE OF PUBLIC HEARING
ON PROPOSED PLANS
SPECIFICATIONS, PROPOSED
FORM OF CONTRACT AND
ESTIMATED COST FOR THE
2015 OIL MIX STREETS
OVERLAY 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 22nd
day of February, 2016 in the
Council Chambers, Second



Parks and Recreation Department

James L. Lowrance, Mayor
Randy Wetmore, Administrator
Terry Gray, Parks & Recreation
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5734
Fax - (641) 754-5793

Date: January 20, 2016

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

From: Terry Gray, Director of Parks and Recreation

Subject: Marshalltown City Tree Ordinance

Policy Issue: Update the existing ordinance regarding the planting of trees on public rights-of way.

Recommendation: Approve the changes as presented which address permit fee, acceptable species, diversity of species and minor staff title references.

Background: Marshalltown applied for and received the Sustainable Urban Forestry Training and Assistance Grant through the Iowa DNR and US Forest Service. Through this training grant, the city was asked, among several things, to complete a tree inventory and update the existing tree ordinance to support urban forestry in Marshalltown.

Budget Impact: Eliminating the planting fee would be a negligible impact. If more terrace trees are planted, the budget impact would be spread out over the long term life of those trees. Those impacts may not ever out-weigh the positive impacts of having the trees.

Attachments:

cc: Randy Wetmore, City Administrator

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



Tree Ordinance, Chapter 27, of the Code of the City of Marshalltown

The City of Marshalltown tree ordinance acknowledges the urban forest as a necessary part of the City's infrastructure. This green infrastructure provides numerous crucial ecosystem services to the city including environmental (storm water management, carbon sequestration and urban wildlife habitat), social (human health healing and quality of life), and economic (increased property values, increased business activity and decreased energy use). Challenges in adequately maintaining the urban forest and tree canopy has created the need to further protect and conserve this valuable resource.

The Tree Ordinance is intended to reduce tree canopy loss and implement urban forest management improvements through requirements for the planting of trees as well as the care, maintenance and preservation of existing trees in Marshalltown.

Recommended changes to the Tree Ordinance:

Section 27-19. Planting Permit.

Repeal the \$25.00 planting permit fee. Retain the application process to ensure the proper planting requirements as further outlined in this ordinance are met.

Rationale: Over 1000 terrace trees have been removed from the urban canopy since 2000 and only 28 planting permits have been issued. Eliminating the permit fee may encourage the planting of terrace trees, especially when it may be the only location planting option for some property owners.

Add to this section: Conditions of the permit shall include requirement for diversity of species within the planting area as well as other conditions as provided for elsewhere in this ordinance.

Rationale: Diversity is a key component in urban forest management.

Remove the word "Horticulturist".

Rationale: City staff position titles may change. Reference to City staff is sufficient.

Section 27-20 Certain Species Prohibited.

a.) 3.) Remove the list of prohibited trees and change to read:

Tree species as identified on the prohibited list which is complied by City staff and kept on file at the Parks and Recreation office and the City website.

e.) 1.) and e.)2.) Remove the list of recommended species and change to read:

Tree species recommended for public right-of-way plantings will be complied by City staff and kept on file at the Parks and Recreation office.

Rationale: Recommended and/or prohibited trees may change for various reasons. It is easier and more responsive to maintain and amend a referenced list rather than change the city ordinance.

Section 27-24 Unauthorized trimming prohibited; permit required

Remove the word "horticulturist".

Rationale: City staff position titles may change. Reference to City staff is sufficient.

Tree List for Planting on Terrace or Other Public Right-of-Way 2016

Prohibited Species

- All evergreen trees and shrub species except those with a mature height of 12 inches or less.
- All deciduous shrubs
- All Poplars (*Populus* spp.), including, but not limited to Cottonwood, White Poplar, Lombardy Poplar, and hybrids thereof
- American Elm (*Ulmus americana*) & Elm hybrids
- Birch (*Betula* spp.)
- Blue Ash (*Fraxinus quadrangulata*)
- Green Ash and cultivars (*Fraxinus pennsylvanica lanceolata*)
- White Ash and cultivars (*Fraxinus Americana*)
- Box Elder (*Acer negundo*)
- Bradford Pear (*Pyrus calleryana* 'Bradford')
- Catalpa (*Catalpa speciosa*)
- Crab Apples with exception of Spring Snow or male sterile varieties
- Female Ginkgo (*Ginkgo biloba*).
- Hawthorn (*Crataegus* spp.)(except thornless cutlivars)
- Honey Locust (*Gleditsia triacanthos*) and all cultivars
- Japanese Tree Lilac (*Syringa reticulata*)
- Oriental Elms (*Ulmus pumila* & *U. parvifolia*)
- Pin Oak (*Quercus palustris*)
- Purple Leaf Plum (*Prunus cerasifera*)
- Red Mulberry, White Mulberry (*Morus rubra* & *Morus alba*)
- Russian Olive (*Elaeagnus angustifolia*)
- Serviceberry (*Amelanchier* spp.)
- Silver Maple (*Acer saccharinum*) and all cultivars including Freeman cultivars
- Sycamore (*Plantanus* spp) and all cultivars
- Willow (*Salix* spp.)

Suggested trees for terrace area 8' wide or greater

- Basswood/Linden (*Tilia* spp.)
- Kentucky Coffeetree (*Gymnocladus dioicus*)
- White Oak (*Quercus alba*)
- Bur Oak (*Quercus macrocarpa*)
- Swamp White Oak (*Quercus bicolor*)
- Northern Red Oak (*Quecrus rubra*)
- Sugar Maple (*Acer saccharum*)
- Red Maple (*Acer rubrum*)
- Black Maple (*Acer nigrum*)
- Hackberry (*Celtis occidentalis*)
- Male Ginkgo (*Ginkgo biloba*)

Suggested trees for terrace area less than 8' in width

- Amur Maple (*Acer ginnala*) (Tree form only)
- Tatarian Maple (*Acer tataricum*)
- American Hophornbeam (*Ostrya virginiana*)
- Thornless Cockspur Hawthorn (*Crataegus crus-galli inermis*)
- American Hornbeam (*Carpinus caroliniana*)
- Crabapple (*Malus* sp.) (Male sterile varieties only)

AN ORDINANCE AMENDING CHAPTER 27, "VEGETATION" OF THE MARSHALLTOWN CITY CODE, 2013 RECODIFICATION, RELATING TO PLANTING AND MAINTENANCE OF TERRACE TREES AND PROHIBITED TREE SPECIES ON OR ADJACENT TO ANY STREET, TERRACE, AVENUE OR HIGHWAY IN THE CITY OF MARSHALLTOWN

Be it enacted by the City Council of the City of Marshalltown, Iowa:

SECTION 1: AMENDMENT TO SECTION 27-19

Section 27-19 shall be amended as follows:

"Sec. 27.19 – Planting Permit. No person shall plant a tree in a terrace area unless he has completed a planting permit application at the Parks and Recreation Office and has been issued a permit by the City Parks and Recreation Director or his or her designee. Trees shall be subject to conditions of the permit. Conditions of the permit shall include a requirement for diversity of species withal, the planting area, as well as other conditions as may be provided elsewhere in this ordinance. Whenever a tree is planted in conflict with the provisions of the permit or without obtaining a permit, it shall be lawful for City staff to remove or cause removal of the tree. The cost of the removal of such tree may be charged to the property owner responsible for the planting."

SECTION 2: AMENDMENT TO SECTION 27-20

Section 27-20 shall be amended as follows by striking subsection a. and each subparagraph therein and by striking subsection e and each subparagraph therein and substituting in lieu thereof the following:

"Sec. 27-20 - Certain Species Prohibited.

- a) It shall be unlawful to plant any tree species on or adjacent to any street, terrace, avenue or highway in the City that has been identified on a list of prohibited species compiled by City staff. The list shall be kept on file at the Parks and Recreation Office and on the City website.

- e) A list of tree species recommended for public right-of-way plantings will be compiled by City staff and kept on file at the Parks and Recreation Office and on the City website."

SECTION 3: AMENDMENT TO SECTION 27-24

Section 27-24 shall be amended by striking from the last sentence the term "city horticulturist" and substituting in lieu thereof the term "city staff." The amended section shall read as follows:

"Section 27-24. Unauthorized trimming prohibited; permit required. It shall be unlawful to trim or cut in any manner, other than that otherwise allowed in this article, any tree on any terrace, street, avenue, and highway or in any public place in the city without the person receiving a permit from the parks and recreation office. Property owners, agents, or occupants may trim limbs or branches not exceeding six inches in diameter from trees on terrace areas adjacent to their property without a written permit. Such cutting or trimming shall conform to the arboricultural specifications and standards of practice adopted by the city staff."

SECTION 4: REPEALER

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

SECTION 5: 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 6: WHEN EFFECTIVE

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

Passed by the Council on this ___ day of _____, 2016, and on the ___ day of _____, 2016, the Mayor did the following:

___ Approved the ordinance; ___ Vetoed the ordinance; ___ Took no action on the ordinance.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

CLERK'S CERTIFICATE

I hereby certify that the foregoing ordinance No. ___ was published as required by law on the ___ day of _____, 2016.

Shari L. Coughenour, CMC, City Clerk

 the City of
Marshalltown
Housing & Community Development

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

February 18, 2016

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

From: Michelle Spohnheimer
Housing & Community Development Director

Re: Eagle View at Wandering Creek PUD Amendment

Policy Issue: Planned Unit Developments are a zoning classification allowed under the zoning ordinance. When a previously approved PUD increases in density by more than 10% from the latest version we must follow the rezoning procedures. The Plan Zoning Commission reviewed the request and held a public hearing. The Council must now review the request in the form of an ordinance having three readings and a public hearing scheduled for March 28, 2016.

Recommendation: Staff recommends approving the request to amend the PUD. The Plan Zoning Commission also recommended approval of the request. We received one public comment requesting some additional fencing on the east property line which was agreeable to the owner. Copies of the new plan and supporting documentation presented to the Plan Zoning Commission are attached.

Background: Wandering Creek PUD was first approved in 2007 by the City of Marshalltown. The development was scheduled to include 70 townhome units at that point in time. After the first two buildings were constructed the project failed to continue and ultimately transferred ownership and was amended in 2011 to include a combination of 45 single-family and townhome units. Today we have a request from the new ownership to return back to a plan most similar to the original allowing an additional 54 units to be constructed and to change the name to Eagle View at Wandering Creek PUD.

Budget Impact: n/a

Attachment: Amended concept plan, letter from the developer, elevation drawings.

cc: Randy Wetmore, City Administrator

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

Marshalltown



Rw

ORDINANCE NO _____

AN ORDINANCE AMENDING THE MARSHALLTOWN ZONING ORDINANCE AMENDING THE WANDERING CREEK PLANNED UNIT DEVELOPMENT GENERALLY LOCATED ON THE SOUTH SIDE OF 233RD STREET WEST OF CAMPBELL DRIVE, HEREAFTER KNOWN AS EAGLE VIEW AT WANDERING CREEK PLANNED UNIT DEVELOPMENT

WHEREAS, the Wandering Creek PUD was initially approved in 2007 by the City Council and amended in 2011; and

WHEREAS, an amendment has been submitted by the new owners of the property to the Plan Zoning Commission requesting a change in the name of the development to Eagle View at Wandering Creek PUD and to allow an increase in density compared to the 2011 amendment; and

WHEREAS, the Plan Zoning Commission reviewed the request January 14, 2016, held a public hearing on February 11, 2016 and recommended approval to the City Council at their meeting on February 11, 2016.

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

Section 1. The Eagle View at Wandering Creek PUD amendment has been reviewed and is in the best interest of the City.

Section 2. The public hearing required on this zoning amendment shall be held in the Council Chambers at 10 W. State Street, Marshalltown, Iowa at 5:30 P.M., local time on the 28th day of March 2016 and the City Clerk is directed to cause a publication of the notice of the public hearing in one issue of the Marshalltown Times-Republican, a newspaper published in Marshalltown, Marshall County, Iowa, not less than 7 days nor more than 20 days prior to the date of the public hearing fixed herein.

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

Passed this _____ day of _____, 2016, and signed this _____ day of _____, 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk