

1. Agenda

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2. Supporting Meeting Documents

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[PACKET.PDF](#)



COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET
AUGUST 10, 2015, 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:

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 July 27, 2015.
2. Approve Bill List in the amount of \$1,008,225.32.
3. Receipt of List of Purchases and Vertical Public Improvements between \$10,000 and \$35,000 approved by City Administrator
 - a) Jack Lipovac, search for finance director, general fund, \$12,000.00, plus expenses not to exceed \$1500.00.
 - b) Central Iowa Farm Store, Kubota and bagger, capital improvement fund, \$23,511.00.
4. Receipt of Civil Service New Hire List, Firefighter.
5. Appoint Mary Lake to Coliseum Commission, replacing T Gruetzmacher, term expires 1/1/2018; Appoint Kellissa Thurston, term expires 4/1/2017, to Board of Adjustment, replacing Darrell Eaton. Accept resignation of Darrell Eaton from Board of Adjustment.
6. Approve Tobacco Permit for Fresh Start E-Cigs & Vapors, LLC.
7. Resolution 2015-130 Approving Federal Violence Against Women Act Contract with the Department of Justice, through June 30, 2016.
8. Resolution 2015-131 Authorizing the City of Marshalltown to submit a REAP grant application not to exceed \$150,000 through the Iowa Department of Natural Resources.
9. Resolution 2015-132 Approving Engineering Services Contract with Snyder and Associates, Inc., for the Iowa River Trail Phase I Project 40115012, \$116,104.00.
10. Resolution 2015-133 Approving Public Works Street Division Equipment Purchase Contract, O'Halloran International, for purchase of 2016 International 7400 SFA 4x2 Dump Truck with snow plow attachments, \$132,166.00.
11. Resolution 2015-134 Approving and Awarding the Bid for Providing Salt for Ice and Snow Control for the 2015-2016 season, \$76.92 per ton.

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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. Approve Liquor Licenses: (Pending fire inspection passage)

NEW:

Outdoor Service Expansion: TC's Lounge, expansion of Outdoor Service for special events, August 15, August 21 & September 25, dimension 90' x 40' into east parking lot.

(end of consent agenda items)

MOTIONS:

13. Transfer of Midnight Ballroom Liquor License for August 13, 2015, event at Central Iowa Healthcare.
14. Appointing Police and Fire Building Advisory Committee.

RESOLUTIONS:

15. Resolution 2015-135 Accepting Dedication and Establishing Public Way, relating to Marshalltown Medical & Surgical Center; dedication of public street, to be known as Central Iowa Drive, and approving Certificate of Completion.

PUBLIC HEARING

16. Resolution 2015-136 Adopting Tentative Resolution to convey and transfer by Quit Claim Deed property described to Theisen Development Co., LLC.

DISCUSSION: Next agenda in process

1. Old Highland Acres road improvement options.
2. Rumours expansion of outdoor service area, August 29, 2015.
3. Beer license for BBQ event, Gathering Spot, August 28-29.
4. 209 N Center Street, Lead Hazard subordination agreement, set public hearing for September 14, 2015.
5. Change Speed limits, 18th Avenue.
6. No parking on Boone Street, from 9th Street to 12th Street.
7. Iowa River Interceptor Project 59011019A, Change Order #4, \$14,907.13 and Certificate of Completion, final costs, SM Hentges & Sons, \$5,524,336.08.
8. Columbus and Crestview Project Change Order #1, \$7,392.00.
9. South 7th Avenue Repair Project 76015013, Award Contract to Con-Struct, \$58,100.00.
10. WPCP BioGas Generator Project 52015014A, Engineering Services Agreement, Fox Engineering, \$74,900.00.

PUBLIC COMMENTS:

ADJOURNMENT:

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COUNCIL DATE: AUGUST 10, 2015	
VISA	\$0.00
ACH'S	\$286,096.83
CHECKS	\$165,314.59
PAYROLL #14	\$558,008.90
VOID	(\$1,195.00)
VENDOR # CHG	\$1,008,225.32 TOTAL FOR COUNCIL

278690.5240.510	ABC RENTALS	RENT ASSISTANCE	259.00
101440.5600.054	ACCO UNLIMITED CORP	LIQUID CHLOINATE	1,388.36
235140.5600.010	ADLAND ENGRAVING CO INC	HORNER RETIREMENT	13.90
101421.5600.010	ADLAND ENGRAVING CO INC	TROPHIES	83.60
101850.5230.000	ADP COMMERCIAL LEASING LLC	PAYROLL IMPLEMENTATION	194.44
101850.5230.000	ADP, LLC	248 EMP STA	755.10
233410.5340.010	ALL AMERICAN TURF BEAUTY, INC	S 6TH ST COMPLEX	245.46
233410.5340.010	ALL AMERICAN TURF BEAUTY, INC	S 6TH ST COMPLEX	200.34
520590.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	523.06
520590.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	186.01
283210.5480.020	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	15.36
283210.5480.020	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	11.66
283210.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	23.04
283210.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	16.09
281690.5480.020	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	10.13
281690.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	24.57
233410.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	1,295.93
206160.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	15,290.52
206160.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	143.89
206160.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	72.98
206160.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	70.50
206160.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	65.24
206160.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	58.08
206160.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	48.95
206160.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	38.27
206160.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	33.93
206160.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	33.21
206160.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	32.73
206160.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	30.25
206160.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	29.63
206160.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	27.62
206160.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	26.74
206160.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	23.87
206160.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	23.75
206160.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	20.48

206120.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	135.06
206120.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	53.02
206120.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	47.22
206120.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	42.36
206120.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	39.54
206120.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	36.14
206120.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	36.14
206120.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	34.30
206120.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	31.96
206120.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	31.89
206120.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	31.80
206120.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	31.50
206120.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	30.57
206120.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	19.19
206120.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	19.19
206120.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	19.19
206120.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	17.56
152451.5480.020	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	24.66
152451.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	619.64
101881.5480.020	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	21.64
101881.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	1,166.08
101880.5480.020	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	29.99
101880.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	368.28
101770.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	642.81
101480.5480.020	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	126.37
101480.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	2,421.60
101440.5480.020	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	2,773.89
101440.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	5,065.06
101410.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	63.94
101410.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	63.94
101410.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	54.19
101410.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	48.06
101410.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	30.00
101410.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	30.00
101410.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	29.57
101410.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	29.57
101410.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	26.78
101410.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	18.73
101410.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	12.17
101410.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	11.99
101410.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	11.99
101410.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	11.99
101170.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	89.00
101140.5480.020	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	58.47
101140.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	1,432.54
101110.5480.020	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	29.98
101110.5480.010	ALLIANT UTILITIES IES	GAS and/or ELECTRIC	2,798.56

206750.5340.240	AMERICAN CONCRETE PRODUCTS	3RD AVE CLO	109.00
278690.5240.510	AMES RENTAL PROPERTIES COOP	RENT ASSISTANCE	373.00
278690.5240.510	AMES RENTAL PROPERTIES COOP	RENT ASSISTANCE	95.00
278690.5240.510	ANDY CHOATE	RENT ASSISTANCE	393.00
101110.5230.000	ANIMAL RESCUE LEAGUE	2 JUNE AFTER HRS CALLS	60.00
101240.5331.500	ANIMAL RESCUE LEAGUE	MONTHLY PAYMENT	4,000.00
150140.5718.000	ANYTIME FITNESS-GRINNELL	WEIGHTS FOR FIRE DEPT	500.00
283210.5320.000	AREA SANITATION	SAFE HOUSES	90.00
278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSISTANCE	396.00
278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSISTANCE	361.00
278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSISTANCE	308.00
278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSISTANCE	265.00
278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSISTANCE	251.00
278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSISTANCE	205.00
206710.5570.000	ARNOLD MOTOR SUPPLY	BATTERY	42.39
206710.5570.000	ARNOLD MOTOR SUPPLY	BATTERY RETURNED	(42.39)
101110.5570.000	ARNOLD MOTOR SUPPLY	BRAKE PADS&SUPPLIES	100.20
101110.5570.000	ARNOLD MOTOR SUPPLY	CORE RETURN	(17.64)
101140.5570.000	ARNOLD MOTOR SUPPLY	DISCS&BRAKE	100.74
101110.5570.000	ARNOLD MOTOR SUPPLY	OIL FILTER	6.57
206710.5570.000	ARNOLD MOTOR SUPPLY	OIL FILTER	3.68
101110.5570.000	ARNOLD MOTOR SUPPLY	OIL FILTERS	18.58
206710.5600.000	ARNOLD MOTOR SUPPLY	PKG HEAT SHR	163.26
101110.5570.000	ARNOLD MOTOR SUPPLY	RETURN WHEEL	(13.72)
206710.5600.000	ARNOLD MOTOR SUPPLY	ROLOC	33.81
206710.5600.000	ARNOLD MOTOR SUPPLY	SPRK TESTER	34.28
101140.5570.000	ARNOLD MOTOR SUPPLY	SWITCH	13.49
101110.5570.000	ARNOLD MOTOR SUPPLY	WHEEL NUTS	40.28
101110.5570.000	ARNOLD MOTOR SUPPLY	WHEEL NUTS	40.28
101330.5251.000	ASCAP	LIC FEE ADJ	2.92
101330.5251.000	ASCAP	LIC FEES 1/1/16-7/31/16	195.42
101330.5251.000	ASCAP	LIC FEES 8/1-12/31/15	142.50
520520.5340.010	A-TEC RECYCLING INC	BULB RECYCLING	2,563.69
101410.5340.010	A-TEC RECYCLING INC	BULB RECYCLING	528.34
101880.5340.010	A-TEC RECYCLING INC	BULB RECYCLING	148.08
101550.5340.010	A-TEC RECYCLING INC	BULB RECYCLING	35.00
206710.5340.010	A-TEC RECYCLING INC	BULB RECYCLING	17.76
101480.5410.000	AUTOMATIC DOOR GROUP, INC	SENIOR CTR	291.20
999.0110.150	AXA EQUITABLE	AXA EQUITABLE	850.00
283210.5410.000	B. AND G. CONSTRUCTION	602 4TH ST, GLADBROOK	11,275.00
278690.5240.510	BARBARA BROWN	RENT ASSISTANCE	43.00
206710.5610.930	BARCO MUNICIPAL PRODUCTS INC	LED HAZARD	457.03
278690.5240.510	BETTY BROWN	RENT ASSISTANCE	284.00
801110.5114.000	BETTY GOODING	MONTHLY PENSION	728.85
278690.5240.510	BILLY ARMSTRONG	RENT ASSISTANCE	182.00
101440.5410.000	BJ'S UPHOLSTERY	REPAIR AC COVER	75.00
278690.5240.510	BLUFFWOOD PARTNERS LLC	RENT ASSISTANCE	419.00

278690.5240.510	BLUFFWOOD PARTNERS LLC	RENT ASSISTANCE	224.00
278690.5240.510	BOULDER COOP HOUSING ASSOC	RENT ASSISTANCE	484.00
278690.5240.510	BOULDER COOP HOUSING ASSOC	RENT ASSISTANCE	333.00
278690.5240.510	BOULDER COOP HOUSING ASSOC	RENT ASSISTANCE	227.00
278690.5240.510	BRANT LUENSE	RENT ASSISTANCE	419.00
278690.5240.510	BRANT LUENSE	RENT ASSISTANCE	419.00
278690.5240.510	BRANT LUENSE	RENT ASSISTANCE	364.00
278690.5240.510	BRANT LUENSE	RENT ASSISTANCE	292.00
278690.5240.510	BRANT LUENSE	RENT ASSISTANCE	259.00
278690.5240.510	BRANT LUENSE	RENT ASSISTANCE	110.00
278690.5240.510	BRANT LUENSE	RENT ASSISTANCE	90.00
101110.5230.000	BRET BRAAFHART CO.	PRE EMPLOYMENT POLYGRAPH	900.00
278690.5240.510	BRYNGELSON CORP	RENT ASSISTANCE	279.00
278690.5240.510	BRYNGELSON CORP	RENT ASSISTANCE	23.00
101110.5132.000	CARPENTER UNIFORM COMPANY	NAME PLATE	33.02
101110.5132.000	CARPENTER UNIFORM COMPANY	UNIFORM PANTS	60.65
278690.5240.510	CARROLL REYNOLDS JR	RENT ASSISTANCE	246.00
278690.5240.510	CENTRAL IA RESIDENTIAL SERV INC	RENT ASSISTANCE	124.00
278690.5240.510	CENTRAL IA RESIDENTIAL SERV INC	RENT ASSISTANCE	97.00
278690.5240.510	CENTRAL IA RESIDENTIAL SERV INC	RENT ASSISTANCE	97.00
278690.5240.510	CENTRAL IA RESIDENTIAL SERV INC	RENT ASSISTANCE	96.00
278690.5240.510	CENTRAL IA RESIDENTIAL SERV INC	RENT ASSISTANCE	63.00
278690.5240.510	CENTRAL IA RESIDENTIAL SERV INC	RENT ASSISTANCE	34.00
278690.5240.510	CENTRAL IA RESIDENTIAL SERV INC	RENT ASSISTANCE	30.00
206710.5570.000	CENTRAL IOWA FARM STORE INC	MOWER PARTS	135.62
206710.5600.000	CENTRAL IOWA MACHINE SHOP INC	SHEAR & BEND	93.75
101770.5480.000	CENTRAL IOWA WATER ASSOCIATION	AIRPORT WATER	144.56
101110.5600.000	CENTRAL OFFICE SUPPLY	4CS PAPER	119.80
550780.5370.000	CENTRAL OFFICE SUPPLY	COPY PAPER	29.95
101110.5600.000	CENTRAL OFFICE SUPPLY	NOTEBOOKS	18.96
550780.5370.000	CENTRAL OFFICE SUPPLY	STORAGE FILES	63.12
550780.5370.000	CENTRAL OFFICE SUPPLY	STORAGE FILES	31.56
101110.5450.000	CENTURYLINK	6/20-7/19 CITY PHONES	55.43
290113.5450.000	CENTURYLINK	6/20-7/19 CITY PHONES	22.30
278690.5450.000	CENTURYLINK	6/20-7/19 CITY PHONES	10.54
101420.5450.000	CENTURYLINK	6/20-7/19 CITY PHONES	9.12
101140.5450.000	CENTURYLINK	6/20-7/19 CITY PHONES	8.08
101310.5450.000	CENTURYLINK	6/20-7/19 CITY PHONES	8.08
206760.5450.000	CENTURYLINK	6/20-7/19 CITY PHONES	7.71
283210.5450.000	CENTURYLINK	6/20-7/19 CITY PHONES	4.31
101820.5450.000	CENTURYLINK	6/20-7/19 CITY PHONES	3.87
520520.5450.000	CENTURYLINK	6/20-7/19 CITY PHONES	3.54
550780.5450.000	CENTURYLINK	6/20-7/19 CITY PHONES	2.88
101831.5450.000	CENTURYLINK	6/20-7/19 CITY PHONES	2.66
101850.5450.000	CENTURYLINK	6/20-7/19 CITY PHONES	2.60
206710.5450.000	CENTURYLINK	6/20-7/19 CITY PHONES	2.53
101890.5450.000	CENTURYLINK	6/20-7/19 CITY PHONES	2.51

101480.5450.000	CENTURYLINK	6/20-7/19 CITY PHONES	1.08
101840.5450.000	CENTURYLINK	6/20-7/19 CITY PHONES	1.07
233410.5450.000	CENTURYLINK	6/20-7/19 CITY PHONES	0.69
520590.5450.000	CENTURYLINK	6/20-7/19 CITY PHONES	0.43
101891.5450.000	CENTURYLINK	6/20-7/19 CITY PHONES	0.32
510531.5450.000	CENTURYLINK	6/20-7/19 CITY PHONES	0.29
206120.5450.000	CENTURYLINK	6/20-7/19 CITY PHONES	0.02
290113.5450.000	CENTURYLINK	7/28-8/27 PHONES-P.D.	606.72
206710.5600.000	CESSFORD CONSTRUCTION	ROADSTONE	294.02
278690.5240.510	CHERYL BOWN	RENT ASSISTANCE	135.00
206120.5132.000	CITY LAUNDERING COMPANY	UTILITY DEPT	28.06
206120.5132.000	CITY LAUNDERING COMPANY	UTILITY DEPT	28.06
206120.5132.000	CITY LAUNDERING COMPANY	UTILITY DEPT	28.06
206120.5132.000	CITY LAUNDERING COMPANY	UTILITY DEPT	28.06
206120.5132.000	CITY LAUNDERING COMPANY	UTILITY DEPT	28.06
206120.5132.000	CITY LAUNDERING COMPANY	UTILITY DEPT	28.06
206120.5132.000	CITY LAUNDERING COMPANY	UTILITY DEPT	28.06
206120.5132.000	CITY LAUNDERING COMPANY	UTILITY DEPT	28.06
206120.5132.000	CITY LAUNDERING COMPANY	UTILITY DEPT	28.06
206120.5132.000	CITY LAUNDERING COMPANY	UTILITY DEPT	28.06
101110.5340.010	CLEANING BY STEPHANIE	JULY JANITORIAL P.D,	1,000.00
101110.5570.000	CLEMONS INC	ACTUATOR #5	190.04
101110.5340.070	COMMSYS INC	8/1/15-7/31	1,450.00
290113.5340.070	COMMSYS INC	8/1/15-7/31	1,450.00
510531.5600.000	CONCRETE INC	418 SWAYZE	141.53
101410.5600.080	CONCRETE INC	LITTLE LEAGUE DIAMONDS	108.00
206750.5340.240	CONCRETE INC	REPAIRS -3RD AVE	228.13
206750.5340.240	CONCRETE INC	REPAIRS- BY BRICKS BAR	452.88
278690.5240.510	CONNIE WARREN	RENT ASSISTANCE	227.00
101140.5340.070	CONSOLIDATED FLEET SERVICES	LADDERS,PLATFORM	2,073.50
520520.5810.000	CEDAR RAPIDS BANK & TRUST	PERF EDGE CONTRACT	8,017.79
520520.5820.000	CEDAR RAPIDS BANK & TRUST	PERF EDGE CONTRACT	689.78
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	263.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	257.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	253.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	253.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	253.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	253.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	253.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	253.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	246.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	244.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	236.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	235.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	230.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	226.00

278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	208.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	200.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	198.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	195.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	170.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	169.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	157.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	149.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	135.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	117.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	95.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	68.00
278690.5240.510	D & D RENTALS INC	RENT ASSISTANCE	438.00
278690.5240.510	D & D RENTALS INC	RENT ASSISTANCE	394.00
278690.5240.510	D & D RENTALS INC	RENT ASSISTANCE	257.00
278690.5240.510	D & D RENTALS INC	RENT ASSISTANCE	212.00
278690.5240.510	D & D RENTALS INC	RENT ASSISTANCE	97.00
278690.5240.510	D&J RENTALS COOPERATIVE	RENT ASSISTANCE	544.00
540430.5600.055	DAIRY QUEEN	CONCESSION PRODUCTS	1,357.80
278690.5240.510	DALEEN MICHEL	RENT ASSISTANCE	297.00
101140.5132.000	DANKO EMERGENCY EQUIPMENT CO.	FIRE COAT&PANTS	1,864.90
101140.5132.000	DANKO EMERGENCY EQUIPMENT CO.	SHIPPING	(12.59)
278690.5240.510	DAVID M PYLE	RENT ASSISTANCE	121.00
101581.5261.760	DAVID PILLE- CONTRACT MOWING	201 S 7TH AVE	80.00
101581.5261.760	DAVID PILLE- CONTRACT MOWING	401 N 3RD ST	60.00
278690.5240.510	DAVID TOULOUSE	RENT ASSISTANCE	484.00
278690.5240.510	DEBORAH SPECHT	RENT ASSISTANCE	214.00
278690.5240.510	DEBRA J OETKER	RENT ASSISTANCE	206.00
278690.5240.510	DEBRA J OETKER	RENT ASSISTANCE	146.00
278690.5240.510	DEBRA J OETKER	RENT ASSISTANCE	74.00
101581.5261.760	DEVIG SERVICES	CONTRACT MOWING	85.00
101581.5261.760	DEVIG SERVICES	CONTRACT MOWING	55.00
101581.5261.760	DEVIG SERVICES	MOW 311 S 5 AVE	65.00
206710.5610.940	DIAMOND VOGEL PAINTS	PAINT TIPS	28.25
206710.5600.000	DIAMOND VOGEL PAINTS	SPARE PARTS	80.40
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE ROAD PAINT	316.20
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE ROAD PAINT	316.20
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE ROAD PAINT	237.15
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE ROAD PAINT	158.10
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE ROAD PAINT	158.10
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE ROAD PAINT	79.05
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE ROAD PAINT	79.05
206710.5610.910	DIAMOND VOGEL PAINTS	WHITE/YELLOW ROAD PAINT	7,219.65
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE/YELLOW ROAD PAINT	1,703.90
278690.5240.510	DOUGLAS HAGELE	RENT ASSISTANCE	273.00
206710.5340.290	EAGER BEAVER STUMP REMOVAL	REMOVALS	545.00
206710.5340.010	ELECTRONIC ENGINEERING CO INC	8/1-8/31 GPS	1,038.70

520590.5340.010	ELECTRONIC ENGINEERING CO INC	8/1-8/31 GPS	95.88
510531.5340.010	ELECTRONIC ENGINEERING CO INC	8/1-8/31 GPS	63.92
278690.5240.510	ELWAYNE INC	RENT ASSISTANCE	256.00
278690.5240.510	ELWAYNE INC	RENT ASSISTANCE	209.00
101420.5340.640	EMILY HAZEN	ZUMBA CLASSES	120.00
206760.5340.100	ESRI INC	SERVER/COMPUTER	10,100.00
520590.5340.100	ESRI INC	SERVER/COMPUTER	2,400.00
101870.5340.100	ESRI INC	SERVER/COMPUTER	400.00
101140.5410.000	ETHINGTON HTG & COOLING INC	AC REPLACED FIRE DEPT	1,350.00
278690.5240.510	F & C RENTALS LLC	RENT ASSISTANCE	355.00
101000.4472.000	FABIOLA NUNEZ	RENTAL CANCELLED	100.00
278690.5240.510	FARRELL PROPERTIES, INC	RENT ASSISTANCE	225.00
278690.5240.510	FARRELL PROPERTIES, INC	RENT ASSISTANCE	219.00
278690.5240.510	FARRELL PROPERTIES, INC	RENT ASSISTANCE	214.00
278690.5240.510	FARRELL PROPERTIES, INC	RENT ASSISTANCE	200.00
206710.5600.000	FASTENAL COMPANY	OP SUPPLIES	20.04
206710.5600.000	FASTENAL COMPANY	OP SUPPLIES	10.40
206710.5600.000	FASTENAL COMPANY	OP SUPPLIES	3.94
283210.5360.000	FEDEX	CLEARANCE MAILED	222.62
101340.5331.500	FISHER COMMUNITY CENTER	MONTHLY APPROPRIATION	6,396.63
528590.5230.030	FOX ENGINEERING ASSOCIATES INC	2012 NE SANITARY SEWER	579.00
491750.5230.030	FOX ENGINEERING ASSOCIATES INC	5/31-6/27 ALLIANT PLANT	673.75
528590.5230.030	FOX ENGINEERING ASSOCIATES INC	5/31-6/27 W INTERCEPTOR	11,300.90
528590.5230.030	FOX ENGINEERING ASSOCIATES INC	PR #28 TURNER ST	1,947.00
520520.5230.030	FOX ENGINEERING ASSOCIATES INC	PR#35 WPCP	1,282.75
522590.5230.030	FOX ENGINEERING ASSOCIATES INC	TELEVISIONING	6,000.00
278690.5240.510	FRIENDLY VALLEY APARTMENTS LLC	RENT ASSISTANCE	132.00
278690.5240.510	FRIENDLY VALLEY APARTMENTS LLC	RENT ASSISTANCE	103.00
233410.5340.010	G&K SERVICES	TOWEL SERVICE	6.00
233410.5340.010	G&K SERVICES	TOWEL SERVICE	6.00
233410.5340.010	G&K SERVICES	TOWEL SERVICE	6.00
233410.5340.010	G&K SERVICES	TOWEL SERVICE	6.00
101140.5132.000	GALLS LLC	2PR EMS PANT	83.98
101110.5132.000	GALLS LLC	DUTY EQUIPMENT	336.22
101110.5132.000	GALLS LLC	DUTY GLOVES	28.28
278690.5240.510	GARWIN TRUST % S KIENZLE	RENT ASSISTANCE	127.00
278690.5240.510	GARY W FERNEAU	RENT ASSISTANCE	355.00
278690.5240.510	GLADBROOK HOUSING	RENT ASSISTANCE	168.00
278690.5240.510	GLENDA DRIVE LLC	RENT ASSISTANCE	575.00
278690.5240.510	GLENDA DRIVE LLC	RENT ASSISTANCE	488.00
278690.5240.510	GLENDA DRIVE LLC	RENT ASSISTANCE	351.00
278690.5240.510	GLENDA DRIVE LLC	RENT ASSISTANCE	296.00
278690.5240.510	GLENDA DRIVE LLC	RENT ASSISTANCE	226.00
278690.5240.510	GLENDA DRIVE LLC	RENT ASSISTANCE	68.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	287.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	269.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	253.00

278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	250.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	249.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	245.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	242.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	230.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	221.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	203.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	194.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	185.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	185.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	181.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	157.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	127.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	118.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	96.00
278690.5240.510	GREGORY J SPECHT	RENT ASSISTANCE	393.00
101860.5231.000	GRIMES BUCK SCHOELL & BEACH	6/18-7/15 SERVICES	2,835.00
528590.5231.000	GRIMES BUCK SCHOELL & BEACH	6/18-7/15 SERVICES	420.00
101660.5231.000	GRIMES BUCK SCHOELL & BEACH	6/18-7/15 SERVICES	195.00
101561.5231.000	GRIMES BUCK SCHOELL & BEACH	6/18-7/15 SERVICES	165.00
101860.5231.000	GRIMES BUCK SCHOELL & BEACH	6/18-7/15 SERVICES	135.00
520520.5600.030	HACH COMPANY	DILUTION WATER	60.89
101881.5410.000	HALVORSON TRANE	HUMIDITY/TEMP SENSOR	1,058.93
520520.5980.000	HILDA DAVIS	FILLED SWIM POOL	15.26
278690.5240.510	HILLTOP VILLAGE	RENT ASSISTANCE	243.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSISTANCE	239.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSISTANCE	239.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSISTANCE	197.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSISTANCE	187.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSISTANCE	116.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSISTANCE	114.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSISTANCE	98.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSISTANCE	65.00
278690.5240.510	HISTORIC TALLCORN TOWERS	RENT ASSISTANCE	419.00
278690.5240.510	HISTORIC TALLCORN TOWERS	RENT ASSISTANCE	273.00
278690.5240.510	HISTORIC TALLCORN TOWERS	RENT ASSISTANCE	259.00
278690.5240.510	HISTORIC TALLCORN TOWERS	RENT ASSISTANCE	259.00
278690.5240.510	HISTORIC TALLCORN TOWERS	RENT ASSISTANCE	259.00
278690.5240.510	HISTORIC TALLCORN TOWERS	RENT ASSISTANCE	257.00
278690.5240.510	HISTORIC TALLCORN TOWERS	RENT ASSISTANCE	255.00
278690.5240.510	HISTORIC TALLCORN TOWERS	RENT ASSISTANCE	253.00
278690.5240.510	HISTORIC TALLCORN TOWERS	RENT ASSISTANCE	253.00
278690.5240.510	HISTORIC TALLCORN TOWERS	RENT ASSISTANCE	253.00
278690.5240.510	HISTORIC TALLCORN TOWERS	RENT ASSISTANCE	253.00
278690.5240.510	HISTORIC TALLCORN TOWERS	RENT ASSISTANCE	221.00
278690.5240.510	HISTORIC TALLCORN TOWERS	RENT ASSISTANCE	211.00
278690.5240.510	HISTORIC TALLCORN TOWERS	RENT ASSISTANCE	210.00

278690.5240.510	HISTORIC TALLCORN TOWERS	RENT ASSISTANCE	207.00
278690.5240.510	HISTORIC TALLCORN TOWERS	RENT ASSISTANCE	185.00
278690.5240.510	HISTORIC TALLCORN TOWERS	RENT ASSISTANCE	162.00
278690.5240.510	HISTORIC TALLCORN TOWERS	RENT ASSISTANCE	82.00
278690.5240.510	HUBBARD MAPLE STREET APT	RENT ASSISTANCE	194.00
278690.5240.510	HUBBARD MAPLE STREET APT	RENT ASSISTANCE	192.00
278690.5240.510	HUBBARD MAPLE STREET APT	RENT ASSISTANCE	173.00
278690.5240.510	HUBBARD MAPLE STREET APT	RENT ASSISTANCE	157.00
278690.5240.510	HUBBARD MAPLE STREET APT	RENT ASSISTANCE	134.00
278690.5240.510	HUBBARD MAPLE STREET APT	RENT ASSISTANCE	38.00
999.1130.000	ICMA RETIREMENT 457	ICMA RETIREMENT FUND	6,525.37
999.1111.000	IMWCA	WORK COMP	9,579.00
101545.5600.000	IN STITCHES	McTV CAPS/SHIRTS	467.75
233410.5340.620	IOWA AMATEUR SOFTBALL ASSOC	DISTRICT TEAMS	195.00
233410.5340.620	IOWA AMATEUR SOFTBALL ASSOC	DISTRICT TEAMS	165.00
233410.5340.620	IOWA AMATEUR SOFTBALL ASSOC	STATE TOURNAMENT	322.50
233410.5340.620	IOWA AMATEUR SOFTBALL ASSOC	STATE TOURNAMENT	240.00
206710.5610.930	IOWA DEPT OF TRANSPORTATION	BARRICADE&CHANNELIZER	460.47
206710.5610.930	IOWA DEPT OF TRANSPORTATION	CHANNELIZER STRIPS	1,146.96
101440.5251.000	IOWA DIV OF LABOR SERVICES	POOL WATER	80.00
101140.5280.000	IOWA FIRE MARSHALS ASSOC.	ANNUAL DUES	25.00
101110.5600.000	IOWA OFFICE INTERIORS, INC	OFFICE SUPPLIES	162.41
510532.5340.010	IOWA RIVER WILDLIFE CONTROL	TRAPPING	387.50
101545.5010.080	IOWA VALLEY COMM COLLEGE DIST	CABLE 12 AGREEMENT	5,172.66
101545.5010.080	IOWA VALLEY COMM COLLEGE DIST	CABLE 12 AGREEMENT	2,269.75
101545.5199.080	IOWA VALLEY COMM COLLEGE DIST	CABLE 12 AGREEMENT	2,232.71
101545.5230.000	IOWA VALLEY COMM COLLEGE DIST	CABLE 12 AGREEMENT	1,875.00
101140.5600.000	IOWA-DES MOINES SUPPLY, INC	MOP HEADS/FLR CLEANER	163.32
101420.5600.450	IPRA	CONSIGNMENT	893.00
278690.5240.510	J&N HOME RENTALS LLC	RENT ASSISTANCE	385.00
278690.5240.510	JAMES HATCH	RENT ASSISTANCE	419.00
278690.5240.510	JAMES HATCH	RENT ASSISTANCE	369.00
278690.5240.510	JAMES HATCH	RENT ASSISTANCE	226.00
278690.5240.510	JAMMIE HOWARD	RENT ASSISTANCE	111.00
278690.5240.510	JANET HALA	RENT ASSISTANCE	253.00
278690.5240.510	JANET HALA	RENT ASSISTANCE	238.00
278690.5240.510	JANET HALA	RENT ASSISTANCE	235.00
278690.5240.510	JANET HALA	RENT ASSISTANCE	167.00
101421.5340.640	JANINE CAMPBELL	CAMP MARSHALLTOWN	75.00
101890.5980.000	JAX RESTAURANT LLC	ALCOHOL PERMT REFUND	211.25
278690.5240.510	JAY HANSEN	RENT ASSISTANCE	290.00
278690.5240.510	JAY HANSEN	RENT ASSISTANCE	149.00
278690.5240.510	JB I COOPERATIVE ASSOCIATION	RENT ASSISTANCE	253.00
278690.5240.510	JB I COOPERATIVE ASSOCIATION	RENT ASSISTANCE	113.00
278690.5240.510	JEAN CLAWSON	RENT ASSISTANCE	246.00
278690.5240.510	JEAN CLAWSON	RENT ASSISTANCE	236.00
278690.5240.510	JOANN STRUEBING	RENT ASSISTANCE	250.00

278690.5240.510	JOANN STRUEBING	RENT ASSISTANCE	221.00
278690.5240.510	JOANN STRUEBING	RENT ASSISTANCE	206.00
278690.5240.510	JOANN STRUEBING	RENT ASSISTANCE	153.00
283210.5472.000	JOEL S CHANDLER	MILEAGE	38.22
278690.5240.510	JOHN E NOVAK	RENT ASSISTANCE	513.00
101420.5340.640	KAREN GALE	7/20-8/2 CLASSES	210.00
101421.5340.640	KAREN GALE	7/20-8/2 CLASSES	30.00
278690.5240.510	LARRY A & KAREN BROWN	RENT ASSISTANCE	496.00
278690.5240.510	LARRY R BAHR	RENT ASSISTANCE	430.00
278690.5240.510	LARRY VEST	RENT ASSISTANCE	236.00
278690.5240.510	LAVERNA WARDEN	RENT ASSISTANCE	411.00
278690.5240.510	LAVERNA WARDEN	RENT ASSISTANCE	223.00
278690.5240.510	LAWTHERS PROPERTY MANAGEMENT	RENT ASSISTANCE	484.00
278690.5240.510	LAWTHERS PROPERTY MANAGEMENT	RENT ASSISTANCE	432.00
278690.5240.510	LAWTHERS PROPERTY MANAGEMENT	RENT ASSISTANCE	253.00
278690.5240.510	LESLIE SCOTT	RENT ASSISTANCE	356.00
278690.5240.510	LINDA WIEBENSOHN	RENT ASSISTANCE	123.00
278690.5240.510	LOIS HANSON	RENT ASSISTANCE	229.00
150110.5749.000	L-TRON CORP	IN CAR PRINER	296.10
150110.5749.000	L-TRON CORP	IN CAR SCANNER	339.00
278690.5240.510	LYLE MATNEY	RENT ASSISTANCE	271.00
101840.5360.000	MAIL SERVICES	CITY ADMIN&PROJ	99.69
101840.5360.000	MAIL SERVICES	CITY ADMIN&PROJ	91.30
283210.5360.000	MAIL SERVICES	LEAD ABATEMENT	49.96
283210.5360.000	MAIL SERVICES	LEAD ABATEMENT	48.99
101790.5360.000	MAIL SERVICES	PARKING	30.73
278690.5360.000	MAIL SERVICES	RENT ASSISTANCE	48.00
278690.5360.000	MAIL SERVICES	RENT ASSISTANCE	41.67
101561.5360.000	MAIL SERVICES	RENTAL INSPECTIONS	14.62
101561.5360.000	MAIL SERVICES	RENTAL INSPECTIONS	14.15
278690.5240.510	MARCIA SCHULER-VAN LANGEN	RENT ASSISTANCE	225.00
278690.5240.510	MARION MANOR II	RENT ASSISTANCE	326.00
278690.5240.570	MARISSA NELSON	ASSISTANCE	3.00
278690.5240.510	MARSHA KRAMER	RENT ASSISTANCE	92.00
230110.5331.500	MARSHALL COUNTY CRIME STOPPERS	ANIMAL CLINIC	500.00
230110.5331.500	MARSHALL COUNTY CRIME STOPPERS	BILL EGLESTON	100.00
230110.5331.500	MARSHALL COUNTY CRIME STOPPERS	BOB BECKER	250.00
230110.5331.500	MARSHALL COUNTY CRIME STOPPERS	JOE WEAVER	250.00
230110.5331.500	MARSHALL COUNTY CRIME STOPPERS	JW LUDLEY	250.00
230110.5331.500	MARSHALL COUNTY CRIME STOPPERS	RAY OSTHUS	250.00
230110.5331.500	MARSHALL COUNTY CRIME STOPPERS	UNITED BANK	250.00
101140.5280.000	MARSHALL COUNTY FIREFIGHTER ASSOC	DUES 2015 & 2016	30.00
290113.5340.150	MARSHALL COUNTY TREASURER	INTERNET & SCREENING	404.85
101170.5331.500	MARSHALL CTY EMERGENCY MGMT	MONTHLY PAYMENT	2,325.42
206710.5570.000	MARSHALL GLASS INC	TINTED&LAMINATION	351.93
206710.5570.000	MARSHALL GLASS INC	WINDSHIELD/	251.77
101421.5331.500	MARSHALLTOWN AREA TUMBLING CLUB	SUMMER CLASSES	506.00

101770.5340.070	MARSHALLTOWN AVIATION INC	AIRPORT MANAGER	642.00
101410.5340.010	MARSHALLTOWN KIWANIS PM	CONTRACT MOWING	825.00
278690.5240.510	MARSHALLTOWN SENIOR RESIDENCES	RENT ASSISTANCE	264.00
278690.5240.510	MARSHALLTOWN SENIOR RESIDENCES LLC	RENT ASSISTANCE	259.00
278690.5240.510	MARSHALLTOWN SENIOR RESIDENCES LLC	RENT ASSISTANCE	253.00
278690.5240.510	MARSHALLTOWN SENIOR RESIDENCES LLC	RENT ASSISTANCE	197.00
278690.5240.510	MARSHALLTOWN SENIOR RESIDENCES LLC	RENT ASSISTANCE	161.00
278690.5240.510	MARSHALLTOWN SENIOR RESIDENCES LLC	RENT ASSISTANCE	123.00
278690.5240.510	MARSHALLTOWN SENIOR RESIDENCES LLC	RENT ASSISTANCE	101.00
278690.5240.510	MARSHALLTOWN SENIOR RESIDENCES LLC	RENT ASSISTANCE	82.00
278690.5240.510	MARSHALLTOWN SENIOR RESIDENCES LLC	RENT ASSISTANCE	51.00
278690.5240.510	MARSHALLTOWN SENIOR RESIDENCES LLC	RENT ASSISTANCE	38.00
278690.5240.510	MARSHALLTOWN SUNDANCE APTS	RENT ASSISTANCE	484.00
278690.5240.510	MARSHALLTOWN SUNDANCE APTS	RENT ASSISTANCE	233.00
233410.5340.600	MARSHALLTOWN UMPIRES ASSOC	UMPIRE SERVICES	1,100.00
233410.5340.600	MARSHALLTOWN UMPIRES ASSOC	UMPIRE SERVICES	924.00
206120.5230.000	MARSHALLTOWN WATER WORKS	325 LOCATES	78.25
520590.5230.000	MARSHALLTOWN WATER WORKS	325 LOCATES	46.95
510531.5230.000	MARSHALLTOWN WATER WORKS	325 LOCATES	31.30
101540.5220.000	MARSHALLTOWN WATER WORKS	5428 LANDFILL BILLS	271.40
101440.5340.010	MARSHALLTOWN WATER WORKS	COLITAG ANALYSIS	28.00
520520.5220.000	MARSHALLTOWN WATER WORKS	JUNE SANITARY COLLECTS	7,745.43
510531.5220.000	MARSHALLTOWN WATER WORKS	JUNE STORM WATER	262.45
278690.5240.510	MARY JASPERS	RENT ASSISTANCE	122.00
520520.5980.000	MATTHEW WILDER	FILLED POOL	32.06
278690.5240.510	MAX & VELMA NELSON	RENT ASSISTANCE	253.00
520520.5600.000	MC2 INC	ACTICLEAN GEL CLEANER	204.80
101110.5410.000	MCATEE TIRE SALES & SERVICE INC	TIRE REPAIR	18.50
101110.5410.000	MCATEE TIRE SALES & SERVICE INC	TIRE REPAIR	18.50
101110.5410.000	MCATEE TIRE SALES & SERVICE INC	TIRE REPAIR	18.50
520520.5600.000	MECHANICAL SALES INC.	SEAL KIT	194.95
520520.5450.000	MEDIACOM	AUGUST ONLINE	87.46
510531.5450.000	MEDIACOM	AUGUST ONLINE	10.72
520590.5450.000	MEDIACOM	AUGUST ONLINE	10.72
278690.5240.510	MERLIN REID	RENT ASSISTANCE	107.00
278690.5240.510	MERLIN REID	RENT ASSISTANCE	94.00
206710.5340.290	MICHAEL LISKOWIAK	STUMP REMOVAL	605.00
278690.5240.510	MICHAEL P MURPHY	RENT ASSISTANCE	163.00
278690.5240.510	MICHAEL T SCHMIDT & DEBBIE	RENT ASSISTANCE	167.00
520590.5600.000	MID-IOWA SOLID WASTE EQUIPMENT	TRACTOR PARTS	697.27
510531.5600.000	MID-IOWA SOLID WASTE EQUIPMENT	TRACTOR PARTS	464.84
520520.5600.030	MIDLAND SCIENTIFIC INC	AMMONIA ELE	534.18
278690.5240.510	MIKE TAYLOR	RENT ASSISTANCE	150.00
290113.5450.000	MINERVA VALLEY TELEPHONE	8/1-8/31 COUNTY 911	50.00
550780.5360.000	MINUTEMAN INC	SHIPMENT TO TWIN VISION	16.45
101110.5570.000	NAPA	8 WIPER BLADES	82.01
206710.5600.000	NAPA	ALARM	26.46

101410.5562.000	NAPA	BATTERY/CORE	109.66
520590.5570.000	NAPA	BATTERY/CORE	53.44
510531.5570.000	NAPA	BATTERY/CORE	35.63
101140.5570.000	NAPA	BRAKE FLUID	19.06
101140.5570.000	NAPA	BRAKE MASTER	76.30
101410.5562.000	NAPA	CORE DEPOSIT	(11.21)
206710.5570.000	NAPA	FILTERS	31.08
206710.5570.000	NAPA	FUEL FILTER	6.27
101140.5570.000	NAPA	HARDWARE KIT	24.99
206710.5570.000	NAPA	IGNITION COIL	87.34
101110.5570.000	NAPA	PARTS	30.44
101110.5570.000	NAPA	RETURN 2 WIPERS	(26.46)
101140.5570.000	NAPA	RETURN MAXI	(7.51)
520590.5600.000	NAPA	SWITCH	12.60
510531.5600.000	NAPA	SWITCH	8.41
101110.5570.000	NAPA	TAHOE SPOT	135.59
206710.5570.000	NAPA	TRUCK PART	59.53
206710.5570.000	NAPA	VALVE	45.53
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSISTANCE	273.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSISTANCE	246.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSISTANCE	238.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSISTANCE	234.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSISTANCE	226.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSISTANCE	208.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSISTANCE	203.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSISTANCE	187.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSISTANCE	165.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSISTANCE	156.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSISTANCE	151.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSISTANCE	128.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSISTANCE	104.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSISTANCE	94.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSISTANCE	83.00
278690.5240.510	NANCY JO SMITH	RENT ASSISTANCE	200.00
278690.5240.510	NANCY JO SMITH	RENT ASSISTANCE	194.00
278690.5240.510	NANCY JO SMITH	RENT ASSISTANCE	145.00
550780.5570.000	NEW FLYER INDUSTRIES	MULTIPLE PUMP GEAR	1,297.74
278690.5240.510	NORTH TAMA HOUSING, INC	RENT ASSISTANCE	177.00
278690.5240.510	NORTH TAMA HOUSING, INC	RENT ASSISTANCE	176.00
278690.5240.510	NORTH TAMA HOUSING, INC	RENT ASSISTANCE	145.00
540430.5600.055	NORTHERN LIGHTS DIST	CONCESSION	885.08
540430.5600.055	NORTHERN LIGHTS DIST	CONCESSION	686.81
540430.5600.055	NORTHERN LIGHTS DIST	CONCESSION	304.80
540430.5600.055	NORTHERN LIGHTS DIST	CONCESSION	138.69
101110.5370.000	ON-SITE INFORMATION DESTRUCTION	POLICE/HOUSING	40.00
278690.5340.070	ON-SITE INFORMATION DESTRUCTION	POLICE/HOUSING	40.00
278690.5240.510	PARK ELMS LLC	RENT ASSISTANCE	522.00

283210.5410.000	PETTENGILL CONSTRUCTION	509 BRDWY, ELDORA	2,000.00
101110.5230.000	PHILIP L ASCHEMAN, PH.D.	PSYCH EVAL&MMPI-2	185.00
233410.5600.080	PHILLIP A SCHWARCK	SPRINKLERS	6.90
290113.5600.000	POWER SUPERSITE, INC.	2 BACKUP BATTERIES	119.04
278690.5240.510	PRAIRIE HOME PROPERTIES	RENT ASSISTANCE	263.00
206760.5340.070	PREMIER OFFICE EQUIPMENT	6/11-8/10 PUBLIC WORKS	96.01
101890.5340.070	PREMIER OFFICE EQUIPMENT	CITY CLERK CONTRACT	2,847.74
278690.5340.070	PREMIER OFFICE EQUIPMENT	HOUSING CONTRACT	2,084.50
101881.5340.070	PREMIER OFFICE EQUIPMENT	PW 1/21-2/20 COPIES	136.73
206710.5340.070	PREMIER OFFICE EQUIPMENT	PW 1/21-2/20 COPIES	136.73
550780.5340.070	PREMIER OFFICE EQUIPMENT	PW 1/21-2/20 COPIES	136.73
520590.5340.070	PREMIER OFFICE EQUIPMENT	PW 1/21-2/20 COPIES	82.03
510531.5340.070	PREMIER OFFICE EQUIPMENT	PW 1/21-2/20 COPIES	54.70
101881.5340.070	PREMIER OFFICE EQUIPMENT	PW 12/21/14-1/20 COPIES	29.42
206710.5340.070	PREMIER OFFICE EQUIPMENT	PW 12/21/14-1/20 COPIES	29.42
550780.5340.070	PREMIER OFFICE EQUIPMENT	PW 12/21/14-1/20 COPIES	29.42
520590.5340.070	PREMIER OFFICE EQUIPMENT	PW 12/21/14-1/20 COPIES	17.66
510531.5340.070	PREMIER OFFICE EQUIPMENT	PW 12/21/14-1/20 COPIES	11.78
101881.5340.070	PREMIER OFFICE EQUIPMENT	PW 5/21-6/20 COPIES	49.94
206710.5340.070	PREMIER OFFICE EQUIPMENT	PW 5/21-6/20 COPIES	49.94
550780.5340.070	PREMIER OFFICE EQUIPMENT	PW 5/21-6/20 COPIES	49.94
520590.5340.070	PREMIER OFFICE EQUIPMENT	PW 5/21-6/20 COPIES	29.96
510531.5340.070	PREMIER OFFICE EQUIPMENT	PW 5/21-6/20 COPIES	19.98
101881.5340.070	PREMIER OFFICE EQUIPMENT	PW 6/21-7/20 COPIES	21.52
206710.5340.070	PREMIER OFFICE EQUIPMENT	PW 6/21-7/20 COPIES	21.52
550780.5340.070	PREMIER OFFICE EQUIPMENT	PW 6/21-7/20 COPIES	21.52
520590.5340.070	PREMIER OFFICE EQUIPMENT	PW 6/21-7/20 COPIES	12.91
510531.5340.070	PREMIER OFFICE EQUIPMENT	PW 6/21-7/20 COPIES	8.61
101140.5340.070	PUSH PEDAL PULL	EXERCISE EQUIP CONTRACT	368.60
101140.5410.000	PUSH PEDAL PULL	WALK BELT,TREAD DECK,SRVC	664.00
278690.5240.510	R&A RENTAL PROPERTIES LLC	RENT ASSISTANCE	500.00
278690.5240.510	R&A RENTAL PROPERTIES LLC	RENT ASSISTANCE	343.00
150110.5749.000	RACOM CORPORATION	#503 VEHICLE	2,398.90
150110.5749.000	RACOM CORPORATION	#s500/503/527 EQUIPMENT	9,552.95
101110.5380.000	RACOM CORPORATION	EDACS ACCESS 7/1-12/31/15	12,316.10
290113.5380.000	RACOM CORPORATION	EDACS ACCESS 7/1-12/31/15	4,456.20
290113.5380.000	RACOM CORPORATION	EDACS AIRTIME	66.65
283210.5472.000	RANDY VAUGHN	MILEAGE	304.20
101831.5057.100	RANDY WETMORE	PHONE ALLOWANCE	62.50
101140.5570.000	RELIANT FIRE APPARATUS	COOLER CHARGE ENG#1	1,286.54
278690.5240.510	REM HOMES LLC	RENT ASSISTANCE	458.00
278690.5240.510	REM HOMES LLC	RENT ASSISTANCE	241.00
278690.5240.510	RENATO GONZALEZ	RENT ASSISTANCE	199.00
278690.5240.510	REP CORP	RENT ASSISTANCE	218.00
206740.5340.240	REX DAY	2014 SIDEWALK	2,058.46
236420.5340.640	RICHARD D VAUDT	6/17-7/22 TENNIS LESSONS	168.00
278690.5240.510	RICK SESKER	RENT ASSISTANCE	201.00

278690.5240.510	RICK STICHTER	RENT ASSISTANCE	310.00
278690.5240.510	RIVER BIRCH APTS	RENT ASSISTANCE	178.00
278690.5240.510	RIVER BIRCH APTS	RENT ASSISTANCE	19.00
278690.5240.510	RIVER OAKS APARTMENTS	RENT ASSISTANCE	504.00
278690.5240.510	RIVER OAKS APARTMENTS	RENT ASSISTANCE	406.00
278690.5240.510	RIVER OAKS APARTMENTS	RENT ASSISTANCE	191.00
278690.5240.510	RIVER OAKS APARTMENTS	RENT ASSISTANCE	123.00
278690.5240.510	ROBERT EAKIN	RENT ASSISTANCE	186.00
278690.5240.510	ROBERT FISCHELS	RENT ASSISTANCE	203.00
278690.5240.510	ROBERT FISCHELS	RENT ASSISTANCE	174.00
278690.5240.510	ROBERT HESSENIUS	RENT ASSISTANCE	108.00
278690.5240.510	ROBIN WEIDNER	RENT ASSISTANCE	223.00
278690.5240.510	RODNEY W LAWSON	RENT ASSISTANCE	237.00
278690.5240.510	RODNEY W LAWSON	RENT ASSISTANCE	103.00
278690.5240.510	ROGER HATCH	RENT ASSISTANCE	239.00
278690.5240.510	ROGER HATCH	RENT ASSISTANCE	35.00
278690.5240.510	RONALD J IOLE	RENT ASSISTANCE	124.00
278690.5240.510	ROSA ANAYA	RENT ASSISTANCE	187.00
278690.5240.510	S & E INVESTMENT LLC	RENT ASSISTANCE	163.00
150110.5749.000	S&S AUTOBODY AND FRAME	#500,503,527 LETTERING	900.00
101110.5570.010	SADIE WEEKLEY	FUEL	20.00
278690.5240.510	SCENIC RENTALS	RENT ASSIST	168.00
520520.5380.000	SCHARNWEBER WATER CONDITIONING IN	JULY WATER-WPCP	27.00
540430.5340.010	SCHENDEL PEST CONTROL COMPANY	AQUATIC CTR	25.00
152451.5340.010	SCHENDEL PEST CONTROL COMPANY	COLISEUM	22.50
283210.5320.000	SCHENDEL PEST CONTROL COMPANY	QTRLY SPRAY LEAD HOUSE	45.00
101410.5340.010	SCHENDEL PEST CONTROL COMPANY	REUNION HALL	40.00
101410.5340.010	SCOTT TENT & AWNING COMPANY	CONTRACT MOWING	1,095.00
206710.5340.500	SCOTT TENT & AWNING COMPANY	CONTRACT MOWING	572.00
281690.5261.760	SCOTT TENT & AWNING COMPANY	CONTRACT MOWING	125.00
281690.5261.760	SCOTT TENT & AWNING COMPANY	CONTRACT MOWING	125.00
277660.5261.760	SCOTT TENT & AWNING COMPANY	CONTRACT MOWING	100.00
277660.5261.760	SCOTT TENT & AWNING COMPANY	CONTRACT MOWING	100.00
281690.5261.760	SCOTT TENT & AWNING COMPANY	CONTRACT MOWING	100.00
281690.5261.760	SCOTT TENT & AWNING COMPANY	CONTRACT MOWING	100.00
510532.5340.010	SCOTT TENT & AWNING COMPANY	CONTRACT MOWING	90.00
520520.5340.010	SCOTT TENT & AWNING COMPANY	JULY LAWN MOWING	820.00
477580.5718.000	SEILER INSTRUMENT & MFG CO INC	TREE EVALUATION	799.00
278690.5240.570	SERENA BLACKSTOCK	UTILITY ASSISTANCE	43.00
278690.5240.510	SERINA STABENOW	RENT ASSISTANCE	143.00
278690.5240.510	SHANE ECKLOR	RENT ASSISTANCE	260.00
278690.5240.510	SHANE ECKLOR	RENT ASSISTANCE	201.00
278690.5240.570	SHAWNA JOHNSON	UTILITY ASSISTANCE	30.00
278690.5240.510	SHEILA F & PAUL JARED	RENT ASSISTANCE	219.00
278690.5240.510	SHEILA F & PAUL JARED	RENT ASSISTANCE	181.00
278690.5240.510	SHEILA F & PAUL JARED	RENT ASSISTANCE	179.00
206710.5570.000	SHERWIN WILLIAMS COMPANY	TRAFFIC PAINT	247.00

206710.5600.000	SPAHN & ROSE LUMBER CO	BOLTS AND WASHERS	13.17
101140.5132.000	SPORTS PAGE OF MARSHALLTOWN	SHOES-FIRE	79.99
233410.5340.010	SPOTLESS CLEANING	7/13-7/26 6TH ST RESTROOMS	250.00
278690.5240.510	STEELSMITH INVESTMENTS, LLC	RENT ASSISTANCE	466.00
278690.5240.510	STEELSMITH INVESTMENTS, LLC	RENT ASSISTANCE	214.00
278690.5240.510	STEELSMITH INVESTMENTS, LLC	RENT ASSISTANCE	214.00
278690.5240.510	STEELSMITH INVESTMENTS, LLC	RENT ASSISTANCE	214.00
278690.5240.510	STEELSMITH INVESTMENTS, LLC	RENT ASSISTANCE	200.00
278690.5240.510	STEELSMITH INVESTMENTS, LLC	RENT ASSISTANCE	183.00
278690.5240.510	STEELSMITH INVESTMENTS, LLC	RENT ASSISTANCE	138.00
278690.5240.510	STEPHEN IRVINE	RENT ASSISTANCE	88.00
101410.5340.010	STONE SANITATION	7/1-7/31 ALL PARK BARRELS	814.28
101580.5340.010	STONE SANITATION	7/1-7/31 BUSINESS DISTRICT	200.00
520520.5340.010	STONE SANITATION	7/1-7/31 GRIT/SCREEN REMOVAL	1,731.60
101880.5340.010	STONE SANITATION	7/1-7/31 WPCP,FIRE,CITY,STREET	145.32
101140.5340.010	STONE SANITATION	7/1-7/31 WPCP,FIRE,CITY,STREET	95.17
101480.5340.010	STONE SANITATION	7/1-7/31 WPCP,FIRE,CITY,STREET	95.17
206710.5340.010	STONE SANITATION	7/1-7/31 WPCP,FIRE,CITY,STREET	95.17
520520.5340.010	STONE SANITATION	7/1-7/31 WPCP,FIRE,CITY,STREET	95.17
681110.5339.000	STONERIVER PHARMACY SOLUTIONS	MEDICAP WORKS COMP	278.93
681110.5339.000	STONERIVER PHARMACY SOLUTIONS	MEDICAP WORKS COMP	149.71
101421.5600.010	SUB CITY	SANDWICHES	32.60
278690.5240.510	SUNRISE APARTMENTS, INC	RENT ASSISTANCE	101.00
278690.5240.510	SUNRISE APARTMENTS, INC	RENT ASSISTANCE	51.00
278690.5240.510	SUNRISE APARTMENTS, INC	RENT ASSISTANCE	47.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSISTANCE	530.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSISTANCE	500.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSISTANCE	462.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSISTANCE	408.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSISTANCE	384.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSISTANCE	181.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSISTANCE	106.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSISTANCE	51.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSISTANCE	19.00
550780.5132.000	TAGS SCREEN PRINTING	14 TRANSIT WORK SHIRTS	205.08
283210.5250.000	TAMA COUNTY RECORDER	509 S BROADWAY, TAMA	22.00
278690.5240.570	TANYA PENNING	UTILITY ASSISTANCE	8.00
206710.5230.000	TELVENT DTN LLC	WEATHER SERVICE	489.00
278690.5240.510	TERRY GLAZE	RENT ASSISTANCE	193.00
278690.5240.510	TERRY SHAFFAR	RENT ASSISTANCE	174.00
520520.5600.030	TESTAMERICA INC	LAB TESTING	229.95
684990.5337.000	THE HARTFORD-PRIORITY ACCTS	AUGUST PREMIUM	5,988.58
230110.5600.000	THOMAS M WATSON	K9 SUPPLIES	30.97
101410.5600.080	THOMPSON'S TRUE VALUE	MOPS&BROOMS	85.26
101110.5600.000	THOMPSON'S TRUE VALUE	WEED KILLER-GUN RANGE	34.98
278690.5240.510	TIMBER WOLF VALLEY LLC	RENT ASSISTANCE	60.00
101421.5340.630	TOAD VALLEY GOLF COURSE INC	CAMP MARSHALLTOWN	75.00

278690.5240.510	TOM G PATTERSON	RENT ASSISTANCE	223.00
278690.5240.510	TOM HARRIS	RENT ASSISTANCE	324.00
278690.5240.510	TOM HARRIS	RENT ASSISTANCE	26.00
278690.5240.510	TOM SWITZER RENTAL ACCOUNT	RENT ASSISTANCE	367.00
278690.5240.510	TOM SWITZER RENTAL ACCOUNT	RENT ASSISTANCE	210.00
278690.5240.510	TONY REED	RENT ASSISTANCE	614.00
278690.5240.510	TONY REED	RENT ASSISTANCE	484.00
278690.5240.510	TONY REED	RENT ASSISTANCE	408.00
278690.5240.510	TONY REED	RENT ASSISTANCE	384.00
278690.5240.510	TONY REED	RENT ASSISTANCE	332.00
278690.5240.510	TONY REED	RENT ASSISTANCE	253.00
278690.5240.510	TONY REED	RENT ASSISTANCE	247.00
278690.5240.510	TONY REED	RENT ASSISTANCE	246.00
278690.5240.510	TONY REED	RENT ASSISTANCE	242.00
278690.5240.510	TONY REED	RENT ASSISTANCE	234.00
278690.5240.510	TONY REED	RENT ASSISTANCE	231.00
278690.5240.510	TONY REED	RENT ASSISTANCE	200.00
278690.5240.510	TONY REED	RENT ASSISTANCE	182.00
278690.5240.510	TONY REED	RENT ASSISTANCE	127.00
278690.5240.510	TONY REED	RENT ASSISTANCE	101.00
520520.5440.000	TREASURER ST OF IOWA	4/1-6/30 SALES TAX	10,074.00
000844.1520.010	TREASURER ST OF IOWA	4/1-6/30 SALES TAX	1,799.00
520520.5441.000	TREASURER ST OF IOWA	4/1-6/30 SALES TAX	1,679.00
000844.1520.020	TREASURER ST OF IOWA	4/1-6/30 SALES TAX	300.00
101110.5230.000	TREASURER STATE OF IOWA	EVAL OF MMP-2	560.00
278690.5240.510	TREVRON, LLC	RENT ASSISTANCE	259.00
278690.5240.510	TRI-SQUARE RENTALS, LLC	RENT ASSISTANCE	260.00
278690.5240.510	TT & C COOPERATIVE HOUSING	RENT ASSISTANCE	500.00
278690.5240.510	TT & C COOPERATIVE HOUSING	RENT ASSISTANCE	259.00
278690.5240.510	TT & C COOPERATIVE HOUSING	RENT ASSISTANCE	145.00
206760.5450.000	U S CELLULAR	7/12-8/11 PHONES	157.62
206120.5450.000	U S CELLULAR	7/12-8/11 PHONES	59.00
206710.5450.000	U S CELLULAR	7/12-8/11 PHONES	55.26
550780.5450.000	U S CELLULAR	7/12-8/11 PHONES	29.50
520590.5450.000	U S CELLULAR	7/12-8/11 PHONES	26.98
510531.5450.000	U S CELLULAR	7/12-8/11 PHONES	17.99
520520.5450.000	U S CELLULAR	7/22-8/21 WPCP PHONES	232.29
101110.5600.070	ULTRAMAX AMMUNITION	9MM BULLETS	192.00
101110.5600.070	ULTRAMAX AMMUNITION	BLAZER BULLETS	2,064.00
101110.5600.070	ULTRAMAX AMMUNITION	FEDERAL BOND BULLETS	1,932.00
101110.5600.070	ULTRAMAX AMMUNITION	FEDERAL BULLETS	3,091.00
206710.5450.000	VERIZON WIRELESS	6/11-7/10 PHONES-STREETS	200.07
520590.5450.000	VERIZON WIRELESS	6/11-7/10 PHONES-SEWER	48.01
510531.5450.000	VERIZON WIRELESS	6/11-7/10 PHONES-SEWER	32.01
101140.5450.000	VERIZON WIRELESS	6/14-7/13 PHONES-FIRE DEPT	67.15
101140.5450.000	VERIZON WIRELESS	6/14-7/13 PHONES-FIRE DEPT	50.84
283210.5450.000	VERIZON WIRELESS	6/14-7/13 PHONES-HOUSING	180.36

278690.5450.000	VERIZON WIRELESS	6/14-7/13 PHONES-HOUSING	148.53
101560.5450.000	VERIZON WIRELESS	6/14-7/13 PHONES-HOUSING	64.15
101561.5450.000	VERIZON WIRELESS	6/14-7/13 PHONES-HOUSING	31.84
520520.5450.100	VERIZON WIRELESS	6/22-7/21 PHONES-WPCP	109.51
101545.5600.000	VIDEO SERVICE OF AMERICA	DVD-R,PAPER	144.51
101545.5600.000	VIDEO SERVICE OF AMERICA	VERB DVD-R	379.35
101110.5410.000	WARMAN MGT LLC	INSPECT 5 FIREARMS	75.00
278690.5240.510	WB REAL ESTATE INVESTMENTS	RENT ASSISTANCE	192.00
684990.5339.000	WELLMARK INC	MED CLAIMS	26,599.14
684000.4870.990	WELLMARK INC	PREMIUMS&4WEEK CLAIMS	(2,348.22)
684990.5339.000	WELLMARK INC	PREMIUMS&4WEEK CLAIMS	40,936.99
684990.5337.000	WELLMARK INC	PREMIUMS&4WEEK CLAIMS	20,670.15
684990.5230.000	WELLMARK INC	PREMIUMS&4WEEK CLAIMS	6,380.63
278690.5240.510	WILLIAM & LINDA HAVELKA	RENT ASSISTANCE	484.00
278690.5240.510	WILLIAM & LINDA HAVELKA	RENT ASSISTANCE	155.00
278690.5240.510	WILLIAM C. WILSON	RENT ASSISTANCE	290.00
278690.5240.510	WILLIAM L HOBSON	RENT ASSISTANCE	201.00
290113.5450.000	WINDSTREAM	6/19-7/18 COUNTY 911	76.44
101410.5600.080	WW GRAINGER	CAMPGRND SHOWER	47.30
101310.5600.000	WW GRAINGER	EMAX ELEMENT	72.46
101880.5600.000	WW GRAINGER	FILTERS	210.00
206120.5600.000	WW GRAINGER	FLASHLIGHTS	158.02
101410.5600.080	WW GRAINGER	POWER ATTIC	166.81
101410.5541.000	WW GRAINGER	WATER PRESS	79.56

450,216.42



COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET
AUGUST 10, 2015, 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:

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 July 27, 2015.
2. Approve Bill List in the amount of \$1,008,225.32.
3. Receipt of List of Purchases and Vertical Public Improvements between \$10,000 and \$35,000 approved by City Administrator
 - a) Jack Lipovac, search for finance director, general fund, \$12,000.00, plus expenses not to exceed \$1500.00.
 - b) Central Iowa Farm Store, Kubota and bagger, capital improvement fund, \$23,511.00.
4. Receipt of Civil Service New Hire List, Firefighter.
5. Appoint Mary Lake to Coliseum Commission, replacing T Gruetzmacher, term expires 1/1/2018; Appoint Kellissa Thurston, term expires 4/1/2017, to Board of Adjustment, replacing Darrell Eaton. Accept resignation of Darrell Eaton from Board of Adjustment.
6. Approve Tobacco Permit for Fresh Start E-Cigs & Vapors, LLC.
7. Resolution 2015-130 Approving Federal Violence Against Women Act Contract with the Department of Justice, through June 30, 2016.
8. Resolution 2015-131 Authorizing the City of Marshalltown to submit a REAP grant application not to exceed \$150,000 through the Iowa Department of Natural Resources.
9. Resolution 2015-132 Approving Engineering Services Contract with Snyder and Associates, Inc., for the Iowa River Trail Phase I Project 40115012, \$116,104.00.
10. Resolution 2015-133 Approving Public Works Street Division Equipment Purchase Contract, O'Halloran International, for purchase of 2016 International 7400 SFA 4x2 Dump Truck with snow plow attachments, \$132,166.00.
11. Resolution 2015-134 Approving and Awarding the Bid for Providing Salt for Ice and Snow Control for the 2015-2016 season, \$76.92 per ton.

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. Approve Liquor Licenses: (Pending fire inspection passage)

NEW:

Outdoor Service Expansion: TC's Lounge, expansion of Outdoor Service for special events, August 15, August 21 & September 25, dimension 90' x 40' into east parking lot.

(end of consent agenda items)

MOTIONS:

13. Transfer of Midnight Ballroom Liquor License for August 13, 2015, event at Central Iowa Healthcare.
14. Appointing Police and Fire Building Advisory Committee.

RESOLUTIONS:

15. Resolution 2015-135 Accepting Dedication and Establishing Public Way, relating to Marshalltown Medical & Surgical Center; dedication of public street, to be known as Central Iowa Drive, and approving Certificate of Completion.

PUBLIC HEARING

16. Resolution 2015-136 Adopting Tentative Resolution to convey and transfer by Quit Claim Deed property described to Theisen Development Co., LLC.

DISCUSSION: Next agenda in process

1. Old Highland Acres road improvement options.
2. Rumours expansion of outdoor service area, August 29, 2015.
3. Beer license for BBQ event, Gathering Spot, August 28-29.
4. 209 N Center Street, Lead Hazard subordination agreement, set public hearing for September 14, 2015.
5. Change Speed limits, 18th Avenue.
6. No parking on Boone Street, from 9th Street to 12th Street.
7. Iowa River Interceptor Project 59011019A, Change Order #4, \$14,907.13 and Certificate of Completion, final costs, SM Hentges & Sons, \$5,524,336.08.
8. Columbus and Crestview Project Change Order #1, \$7,392.00.
9. South 7th Avenue Repair Project 76015013, Award Contract to Con-Struct, \$58,100.00.
10. WPCP BioGas Generator Project 52015014A, Engineering Services Agreement, Fox Engineering, \$74,900.00.

PUBLIC COMMENTS:

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

July 27, 2015

The Marshalltown City Council met in regular session on July 27, 2015, 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, Wirin. Absent – Schubert and Greer. Mayor Lowrance presented certificates to Chris Roush, for 15 years of service. Wirin moved to approve the agenda, second by Hoop. Motion approved 5-0.

CONSENT AGENDA:

Lamer moved to approve the Consent Agenda, removing the appointment of Mary Lake to the Veterans Memorial Coliseum Board; Approve Council meeting Minutes of July 13, 2015; Approve Bill List in the amount of \$1,302,567.17; Receipt of List of Purchases and Vertical Public Improvements between \$10,000 and \$35,000 approved by City Administrator; Pajic Tuckpointing, LLC tuckpointing of police building, \$17,650.00; Racom Corporation, EDACS Access, \$12,964.32; Mid Country Machinery, extendable arm mower with mount and install, \$34,200.00; Receipt of Building Report, June, 2015; Approve Building Code Upgrade Grant Application, Professional Building, 208 E Church Street, not to exceed 50% or \$20,000 of eligible code improvement; Resolution 2015-121 Approving Purchase of 2015 Case End Loader, Titan Machinery, \$156,626.00; Resolution 2015-122 Accepting Bid and Authorizing the Award of Contract for the WPCP Concrete Repair Project 52013017A, Hay Construction Services, Inc., \$208,790.00; Resolution 2015-123 Approving Contract and Bond for the WPCP Concrete Repair Project 52013017A, Hay Construction Services, Inc., \$208,790; Resolution 2015-124 Approving Development Agreement with DT Retail Properties, LLC., for construction of public sidewalks, construction or repair of driveway approaches and construction or repair of street pavement; Resolution 2015-125 Rescinding Approval of Revitalize Iowa's Sound Economy Program (RISE) Agreement with the Iowa Department of Transportation for the South Street Improvements, Relating to the Development Agreement with TIG Distributing, Inc.; Resolution 2015-126 to Support the Iowa Department of Transportation RISE Application for South Street Improvements Relating to the Development Agreement with TIG Distributing, Inc.; Tentative Resolution 2015-127 Providing for the Conveyance and transfer of Title to the property herein described to Theisen Development Co., LLC, Setting public hearing for August 10, 2015; Approve Liquor Licenses: (Pending fire inspection passage) RENEWALS: Class C Liquor: The Oasis, Calvin Rockett Bar & Grill, Gathering Spot, Los Compadres 2 LLC, 13th Street Inn; Class C Beer: Big Kmart; second by Wirin. Consent agenda adopted 5-0.

REPORT:

Kenn Vinson provided an update of the Alliant construction project. Construction should be completed in the third quarter of 2016, with the station in production, April of 2017.

MOTIONS

Wirin moved to approve Independent Registered Municipal Advisor (IRMA) letter, regarding independent registered municipal advisor, Speer Financial, Inc., on all matters relating to the 2015 Sewer Revenue Bonds, second by Martin. Motion carried 5-0.

RESOLUTIONS:

Lamer moved to adopt Resolution 2015-128 Providing for the Issuance and Securing the Payment of \$6,000,000 Sewer Revenue Bond, Series 2015, second by Wirin. Resolution adopted 5-0.

Hoop moved to adopt Resolution 2015-129 Setting Date for public hearing on 2015 amendment to Urban Renewal Plan for Marshalltown Area No 2 and on Revised Development Agreement with TIG Distributing, Inc., second Wirin. Motion carried 5-0.

FUTURE AGENDA ITEMS DISCUSSION:

The council discussed the following items to be addressed at a future meeting: TC's Lounge, expansion of Outdoor Service for special events, August 15, August 21 & September 25, dimension 90' x 40' into east parking lot; Federal Violence against Women Act contract, FYE 6/30/2016; Reap Grant, Iowa River Trail, application due 8/15; Snyder & Associates, Inc., Engineering Services Agreement, Iowa River Trail Phase 1 Project, \$116,104.00; Purchase of 2016 International 7400 SFA 4x2 Dump Truck with snow plow attachments from O'Halloran International, \$132,166.00; Bids, Salt for Ice and Snow Control FYE 6/30/2016, Independent Salt Company, \$76.92 per ton.

PUBLIC COMMENT

Deb Simmons asked the council reconsider her tobacco permit application. Linda Clark addressed the council about construction issues on S 2nd Avenue. Parks and Recreation Director Gray announced the appliance and scrap material pickup is scheduled for August 15 at the south 6th Street softball complex.

CLOSED SESSION

Gowdy 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, second by Martin. Motion carried 5-0.

OPEN SESSION

Lamer moved to return to open session, second by Gowdy. Motion carried 5-0.

ADJOURNMENT

With no further action and upon motion by Gowdy and second by Hoop, the meeting adjourned at 7:05PM, approved 5-0.

COUNCIL PROCEEDINGS
July 27, 2015

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

James L. Lowrance, Mayor

Shari L. Coughenour, CMC, City Clerk

Purchases between \$10,000 & \$35,000
and Vertical Public Improvements (*) Below \$36,000

Approved by City Administrator
For Informational Purposes Only

* Vertical Public Improvements means buildings, all appurtenant structures, utilities, incidental street improvements including sidewalks, site development features, recreational trails, and parking facilities.
Vertical infrastructure does not include any work constructed in conjunction with or ancillary to highway, street, bridge or culvert projects, including but not limited to utilities and sidewalks.

As defined in Iowa Administrative Code Chapter 180 section 761-180.3(314) definitions

Date	Vendor	Type or Description	Fund / Funds	Dollar Amount	Reported to Council Date
8/5/15	Central Iowa Farm Store	Mower with bagger	CIP	\$ 23,511.00	8/10/2015
				\$12,000 base contract, plus expenses - not to exceed \$1500	
8/5/15	Jack Lipovac	finance director search consultant	General Fund		8/10/2015

Tabel

TO: Mayor, Council and City Administrator

FROM: Terry Gray, Parks & Recreation

SUBJECT: Mower and bagger purchase

DATE: August 5, 2015

We have \$25,000 in the CIP plan to replace one of our New Holland mowers which we will trade. Specifications and requests for quotations were sent to four dealers. Two dealers returned quotations that met all of the minimum specifications.

Van Wall quoted two separate units:

JD 1570	\$20,100.00
JD 1580	\$21,800.00

Central Iowa Farm Store quoted one unit:

F3990 (Kubota)	\$18,995.00
----------------	-------------

Central Iowa Farm Store also quoted a bagger unit at \$4,516.00 which was not a part of the specifications. Purchasing the mower with bagger unit is a total of \$23,511.00, which is under the amount we have budgeted.

Van wall gave us a price of \$5300 for a bagger.

We feel the bagger can help complete several maintenance tasks, such as leaves, more efficiently. I recommend the purchase of the mower and bagger from Central Iowa Farm Store.

Raw



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

To: Civil Service Commission

From: David Rierson, Fire Chief
Jill Petermeier, Human Resource Director

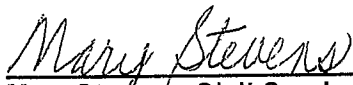
Re: Firefighter New Hire List

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

- 1 – Alex Needham 142.75/166
- 2 – Gregory Freshwater 134.38-166
- 3 – Cody Schmidt 122.88/166
- 4 – Tyler Homeyer 119.38/166

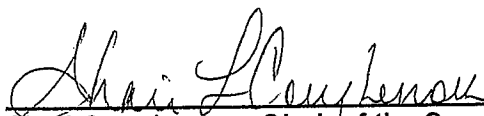
This list shall be valid for a period not to exceed August 4, 2016

Certified by Civil Service Commission on August 4, 2015



Mary Stevens, Civil Service Commission Chair

Attest:



Shari Coughenour, Clerk of the Commission



Board and Commission Roster

Veterans Memorial Coliseum Commission

Department: Parks

Dept. Phone: (641) 754-5715

Veteran representation of the various veterans organization in the City. Committee oversees the operations, maintenance, and capital improvements to the building. Committee works with Parks and Recreation Director. Committee holds monthly meeting at the Coliseum. The Commissioners are in charge of the management and supervision of the Memorial Coliseum. Meetings are held on the 1st Monday of each month - appointments are for a three-year period. Five Members.

<u>Term End</u> <u>Date</u>	<u>Member Contact Information</u>		
12/31/2016	William H. Baltisberger	(641) 753-7494	Need email
	1110 Summit Street	(641) 750-4934	
1/1/2018	Mary Lake	(641) 485-0739	lake.catlover.mary@gmail.com
	3202 S 12th St #156		replaced T Gruetzmacher
12/31/2016	Larry Larson	(641) 752-3880	larrylarson@ymail.com
	306 Thomas Drive		
1/1/2018	Gary Long	(641) 352-0060	garyhowardlong@gmail.com
	1702 W Lincoln Way	(641) 752-4163	
1/1/2018	Laurel Phipps		laurelhipps@yahoo.com
	509 Edgebrook Court		



Board and Commission Roster

Board of Adjustment

Department: Housing

Dept. Phone: (641) 754-5756

The Board of Adjustment is a quasi-judicial board that acts similar to a judge and has the authority to allow use of zoned property for a non-conforming use or extension of a non-conforming use as provided in the Zoning Ordinance. If an applicant disagrees with the Board's decision on the Variance, Special Use or Appeals, they would appeal to the Court system. The Board of Adjustment meets the 3rd Tuesday of each month at 5:00 PM. Five members are appointed by the Mayor, with five-year terms.

<u>Term End</u> <u>Date</u>	<u>Member Contact Information</u>
--------------------------------	-----------------------------------

4/1/2019	Kevin Hitchins 102 E Church Street	(641) 752-4507 (641) 691-5509	kevin@gbsbhlaw.com
4/1/2018	David G. Schulze 306 S 17th Avenue	(641) 751-9910 (641) 752-3930	schulzedd@teamtsp.com
4/1/2017	Kellissa Thurston 102 W South St	(641) 751-8284	thurston.kelli@gmail.com replaces D Eaton
4/1/2017	G. Ward Miller 2009 Gethmann Drive	(641) 752-5500	janwmiller@mchsi.com
4/1/2019	Robert Wenner 1109 Prairie Lane	(641) 752-3302 (641) 485-0827	bob50158@gmail.com



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

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

For period Aug 1, 20 15 through June 30, 20 16

PLEASE TYPE OR PRINT LEGIBLY

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

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

Business information:

Trade Name/DBA: FRESH START E-CIGS & VAPORS, LLC
Physical Location Address: 2501 S. CENTER ST STE D City: MARSHALLTOWN ZIP: 50158
Mailing Address: 116 1ST AVE E City: NEWTON State: IA ZIP: 50208
Business Phone Number: (641) 791-2362

Legal Owner Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐
Legal Owner: DEBRA J. SIMMONS FRESH START E-CIGS & VAPORS, LLC
(Name of sole proprietor, partnership, corporation, LLC, or LLP)
Mailing Address: 116 1ST AVE E City: NEWTON State: IA ZIP: 50208
Phone Number: (641) 521-2076 Fax Number: () Email: FRESHSTARTECIGS@YAHOO.COM

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐
Does the Establishment sell vapor products/alternative nicotine products only? Yes ☒ No ☐

Type of Establishment

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

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

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

Name (please print) DEBRA J. SIMMONS Name (please print) _____
Signature [Signature] Signature _____
Date 7-1-2015 Date _____

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

Amount Paid: _____ Please send completed/approved copy to:
Date issued _____ New ☐ Iowa Department of Commerce, Alcoholic Beverages Division
Permit Number _____ Renewal ☐ Name of Issuing City or County: _____

True

#2015-__

RESOLUTION APPROVING CONTRACT GRANT AWARD IN THE AMOUNT
OF \$39,458, WITH LOCAL MATCH AMOUNT OF \$13,153, WITH THE STATE
OF IOWA DEPARTMENT OF JUSTICE, CRIME VICTIM ASSISTANCE
DIVISION, RELATING TO COMPLIANCE WITH REQUIREMENTS OF THE
VIOLENCE AGAINST WOMEN ACT,
CONTRACT PERIOD 7/1/2015 THROUGH 6/30/2016

WHEREAS the City of Marshalltown, Iowa has negotiated a Contract Grant Award Agreement with the STATE OF IOWA DEPARTMENT OF JUSTICE, through the Crime Victim Assistance Division, for funding compliance with the requirements of the Violence Against Women Act; and

WHEREAS the City Council of the City of Marshalltown finds that this Agreement is in the best interest of the Council; and

WHEREAS said Agreement should be approved and ratified by the Council of the City of Marshalltown, Iowa.

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

Section 1. That the attached Contract Grant Award Agreement with the STATE OF IOWA DEPARTMENT OF JUSTICE, through the Crime Victim Assistance Division, for the period of July 1, 2015, through June 30, 2016, Contract Number VW-15-61-CJ, in the amount of \$39,458, with a local goods and services match of 13,153, is hereby approved and ratified.

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

Section 3. That the Chief of Police for the City of Marshalltown is hereby authorized and directed to execute said Agreements on behalf of the City of Marshalltown.

Passed this 10th day of August, 2015, and signed this ____ day of August, 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Flow



THOMAS J. MILLER
ATTORNEY GENERAL

JANELLE MELOHN
DIVISION DIRECTOR

Department of Justice
CRIME VICTIM ASSISTANCE DIVISION

LUCAS BUILDING, GROUND FLOOR
321 E. 12TH STREET
DES MOINES, IA 50319

PHONE: 515.281.5044
800.373.5044
FAX: 515.281.8199

Program Name and Address: <i>Marshalltown Police Department</i> <i>22 N. Center Street</i> <i>Marshalltown, Iowa 50158</i>	Contract Number: <i>VW-16-61-CJ</i>
	Contract Period: <i>July 1, 2015 – June 30, 2016</i>
	Award Amount: <i>\$39,458</i>
	Match Amount: <i>\$13,153</i>

FEDERAL VIOLENCE AGAINST WOMEN ACT CONTRACT
CFDA # 16.588

THIS CONTRACT is made and entered into between the Crime Victim Assistance Division of the Iowa Department of Justice (the "Department"), and the Marshalltown Police Department (the "Program") in Marshalltown, Iowa.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the Department and the Program agree as follows:

1. **CONTRACT NUMBER:** VW-16-61-CJ
2. **CONTRACT PERIOD:** The term of this Contract is for a period of twelve months, which will commence on July 1, 2015 through June 30, 2016, inclusive.
3. **AWARD:** The Department agrees to provide funds to the Program in the amount of \$39,458 and the Program agrees to match this amount with \$13,153 for goods or services, or both, that are acceptable to the Department. The Department will not reimburse the Program for construction of buildings or the purchase of buildings or land.
4. **COMPLIANCE:** The Program agrees to comply with all policies of the Department and certifies that it meets all the requirements of the Violent Violence Against Women Act (VAWA) of 2005 as amended (Public Law 110-162) with any updates to the VAWA; 42 U.S.C. 3796gg to gg-5, as amended; Public Law 106-386, 28 Code of Federal Regulations Section 66.34; Federal Funding Accountability and Transparency Act of 2006, Public Law 109-282, the Department rules as contained in the Iowa Administrative Code; 61 IAC chapter 9, section 9.50 through 9.65, and the policies of the Department.

All equipment purchases with the funding outlined in this contract must be approved by the Department.

5. **SERVICES:** The Program agrees to provide the approved services described in its application for funding. This agreement does not constitute a contract of employment for any employee or subcontractor of the Program.
6. **ITEMIZED CLAIMS:** The Department agrees to make payment in compliance with the projected budget submitted with the Program's application, or a budget revision approved by the Department. ~~The Program shall utilize the Department's Claim Voucher forms and provide detailed~~ documentation to support the payment of each claim. Such detailed documentation shall include,

but is not limited to receipts, invoices, statements, payroll documentation and match documentation if applicable. The Program shall submit to the Department the completed Department's Claim Voucher form and the detailed documentation supporting each claim on either a monthly or quarterly basis.

7. **ADJUSTMENTS:** The Department shall administer and disperse the funds for this contract contingent upon their availability. This contract may be adjusted to reflect changes in the amount as determined by the Department.
8. **ADMINISTRATION:** The Department shall monitor the services and operation of the Program for compliance with this contract. The Department shall have immediate access to records pertaining to the contract during working hours with or without notice. The Program shall retain all financial records, supporting documents, statistical records and all other records pertinent to the fund, for at least three years following the closure of the most recent audit report.

9. **TERMINATION:**

9.1. Termination on notice by the Department. Following 30 days' written notice, the Department may terminate this contract for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination upon notice, the Department will pay the Program, upon submission of invoices and proper proof of claim, for services provided under this contract up to and including the date of termination, minus any funds owed the Department.

9.2. Termination for cause by the Department. The Department may declare the Program to be in default of its obligations under this contract when any of the following events occurs:

9.2.A. The Program fails to observe and perform any covenant, condition or obligation created by the contract;

9.2.B. The Program fails to make substantial and timely progress toward performance of the contract; or

9.2.C. The Program's work product and services fail to conform with the requirements of this contract.

9.3. Notice of default. If there is a default event that the Program can cure, the Department must provide written notice to the Program requesting that the breach or noncompliance be immediately remedied. If the breach or noncompliance continues 10 days beyond the date of the written notice, the Department may:

9.3.A. Immediately terminate the contract without additional written notice; or

9.3.B. Enforce the terms and conditions of the contract and seek any legal or equitable remedies.

In either event, the Department may seek damages due to the breach or failure to comply with the terms of the contract.

9.4. Termination by the Department due to lack of funds or change in law. Despite anything in this contract to the contrary, and subject to the limitations, conditions, and procedures set forth below, the Department may terminate this contract without penalty by giving 60 days' written notice to the Program if any of the following occurs:

9.4.A. The legislature or governor fails to appropriate funds sufficient to allow Judicial to operate as required and to fulfill its obligations under this contract;

9.4.B. If funds are de-appropriated or not allocated;

9.4.C. If the federal government reduces or eliminates the federal grant;

9.4.D. If the Department's authorization to operate is withdrawn or there a material alteration in the programs administered by the Department; or

9.4.E. If the Department's duties are substantially modified.

9.5. The Program's remedies if the Department terminates the contract due to lack of funds or change in law. If the Department terminates this contract due to lack of funds or change in law as provided above, the Program's exclusive, sole, and complete remedy is the payment for services completed prior to and including the date of termination.

9.6. The Program's duties on termination. When the Program receives the Department's notice of termination for any reason allowed under this contract, the Program must:

9.6.A. Cease all work under this contract except any work that the Department directs the Program to perform; and

9.6.B. Comply with the Department's instructions for the timely transfer of any active files and related work product.

9.7. Termination on notice by the Program. Following 30 days' written notice, the Program may terminate this contract for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination upon notice, the Department will pay the Program, upon submission of invoices and proper proof of claim, for services provided under this contract up to and including the date of termination, minus any funds owed the Department.

9.8. Set off. Should the Department obtain a money judgment against the Program because of a default under this contract, the Program consents to such judgment being set off from moneys owed the Program by the State of Iowa or any other agency of the State of Iowa under any other contract.

10. **INDEMNIFICATION:** The Program agrees to defend, indemnify and hold the State of Iowa, Department, and the Attorney General's Office harmless from any or all liabilities.

10.1 Any Violation of this Agreement by the Program; or

10.1 Any negligent acts or omissions of the Program; or

10.2 The Program's performance or attempted performance of this Agreement; or

10.3 Any failure by the Program to comply with all local, state and federal laws and regulations.

11. **INCORPORATED DOCUMENTS:** This Contract incorporates, as if fully set forth herein, the application and the certified assurances.

12. **ADDITIONAL FUNDS:** If any additional funds become available during the term of this Agreement, the Department, upon its sole discretion, may institute a new application process to distribute those additional funds. Any additional funds awarded may be made part of this Agreement by amendment or addendum to this Agreement.

CONTRACT ENTERED INTO BY:

Program Name

Authorized Representative Signature

Date

Authorized Representative Typed Name

Authorized Representative Title

Authorized E-mail Address

Authorized Representative Telephone

Authorized Department Signature

Date

Donna J. Phillips

Typed Name

Victim Services Support Administrator

Title

Row

2015-

**RESOLUTION AUTHORIZING THE CITY OF MARSHALLTOWN
TO SUBMIT A REAP GRANT APPLICATION NOT TO EXCEED \$150,000 THROUGH
THE IOWA DEPARTMENT OF NATURAL RESOURCES**

Whereas the Iowa River Trail runs from Marshalltown North to near Highway 20 in Hardin County, and

Whereas the Iowa River Trail Board will be seeking funding to develop this 34 mile trail.

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

Section 1: The \$150,000 City of Marshalltown REAP request is for paving 2700 LF of the Iowa River Trail from approximately 6th Street to 12th Street. The local area will need to secure \$33,000 from other sources for this project.

Section 2: The City of Marshalltown has reviewed the proposed project and approved its submittal for REAP grant consideration.

Section 3: No match is required under this grant.

Passed this _10th_ day of August, 2015, and signed this _____ day of August, 2105.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

TRW

TO: Mayor, Council, City Administrator

FROM: Terry Gray, Parks & Recreation

SUBJECT: Iowa River Trail REAP Grant Application

DATE: July 22, 2015

TRAILS, Inc., is requesting that the City Council approve an application for REAP funds in the amount of \$150,000 to construct another phase of the Iowa River trail within Marshalltown. We have secured most of the funding needed to pave 12th Street to Summit Street which includes REAP funding from the 2014 round of awards. The REAP application due August 15, 2015, would go towards paving from 12th Street to Wilson Circle. This new application cannot be for the same phase of the project as the previous grant award. REAP is available to cities with amounts awarded based on population. \$150,000 is the most Marshalltown is eligible for.

The process for trail construction has been slow partly due to criteria required by the current IA DOT and TAP funds that have been secured. An engineer is now on contract and we should see bids let for the first section of trail late this winter with construction to be completed in 2016. Snyder and Associates is the engineering firm. This is the same firm that completed the trail assessment in 2014.

Raw

RESOLUTION APPROVING ENGINEERING SERVICES CONTRACT
WITH SNYDER AND ASSOCIATES, INC.
IOWA RIVER TRAIL PHASE I PROJECT
IN THE CITY OF MARSHALLTOWN, IOWA,
BEING PROJECT NUMBER 40115012
IN THE AMOUNT OF \$116,104.00

WHEREAS the contract with Snyder and Associates, Inc., for Engineering Services for plans and specifications for the construction of the Iowa River Trail Phase I Project and that the said contract is now before this Council for final approval.

WHEREAS Snyder and Associates, Inc., of Cedar Rapids, 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 Iowa River Trail Phase I Project in the amount of \$116,104.00 be accepted and approved.

Passed this 10th day of August 2015, and signed this ____ day of August 2015.

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

July 21, 2015

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

From: Justin Nickel
Director of Public Works

Re: Agreement – Snyder and Associates, Inc. for engineering services for Iowa River Trail, Phase I

Policy Issue: City policy requires Governing Body approval of Agreements when consideration exceeds \$50,000.

Recommendation: Staff recommends approving the Agreement with Snyder and Associates for design of the Iowa River Trail, Phase I improvements in Marshalltown and Steamboat Rock for a fee not to exceed \$116,104. This contract will be amended to include construction administration and inspection fees in the future.

Background: A selection committee of City staff and Region Six staff selected Snyder to provide engineering consulting services for this project. Staff subsequently negotiated the contract that is being recommended for approval.

Budget Impact: The cost of design is 100% reimbursable

Attachment: Agreement.

cc: Randy Wetmore, City Administrator

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



Standard Consultant Contract
For Local Public Agency Consultant Contracts with Federal-aid Participation

This **AGREEMENT**, made as of the date of the last party's signature below, is by and

BETWEEN the City of Marshalltown, the **Owner**, located at:

24 North Center Street
Marshalltown, IA 50158
Phone: (641) 754-5701

and Snyder & Associates, Inc., the **Consultant**, located at:

5005 Bowling Street SW
Suite A
Cedar Rapids, IA 52404
Phone: (319) 362-9394
FAX: (319) 362-9448

For the following Project: Phase I of the Iowa River Trail, in Marshalltown and Steamboat Rock

The **Owner** has decided to proceed with the Project, subject to the concurrence and approval of the Iowa Department of Transportation (Iowa DOT), and the Federal Highway Administration (FHWA), U.S. Department of Transportation (when applicable).

The **Owner** desires to employ the **Consultant** to provide preliminary engineering services to assist with the development and completion of the Project. The **Consultant** is willing to perform these services in accordance with the terms of this Agreement.

TABLE OF CONTENTS

Article Number And Description

- 1 Initial Information**
 - 1.1 Project Parameters
 - 1.2 Financial Parameters
 - 1.3 Project Team
 - 1.4 Time Parameters
 - 1.5 Prequalification
- 2 Entire Agreement, Required Guidance and Applicable Law**
 - 2.1 Entire Agreement of the Parties
 - 2.2 Required Guidance
 - 2.3 Applicable Law
- 3 Form of Compensation**
 - 3.1 Method of Reimbursement for the Consultant
 - 3.2 Subconsultant's Responsibilities for Reimbursement
- 4 Terms and Conditions**
 - 4.1 Ownership of Engineering Documents
 - 4.2 Subconsultant Contract Provisions and Flow Down
 - 4.3 Consultant's Endorsement on Plans
 - 4.4 Progress Meetings
 - 4.5 Additional Documents
 - 4.6 Revision of Work Product
 - 4.7 Extra Work
 - 4.8 Extension of Time
 - 4.9 Responsibility for Claims and Liability
 - 4.10 Current and Former Agency Employees
 - 4.11 Suspension of Work
 - 4.12 Termination of Agreement
 - 4.13 Right to Set-off
 - 4.14 Assignment or Transfer
 - 4.15 Access to Records
 - 4.16 Iowa DOT and FHWA Participation.
 - 4.17 Nondiscrimination Requirements
 - 4.18 Compliance with Title 49, Code of Federal Regulations, Part 26
 - 4.19 Severability

Attachment A - Scope of Services

Attachment B - Specifications

Attachment C - Fees and Payments

Attachment C-1 – Cost Analysis Worksheet

Attachment D - Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Attachment E - Certification of Consultant

Attachment F - Certification of Owner

Attachment G - Sample Invoice Form

Attachment H - Consultant Fee Proposal

Attachment I - Subconsultant Scope and Budget

ARTICLE 1 INITIAL INFORMATION

This Agreement is based on the following information and assumptions.

1.1 Project Parameters

The objective or use is: Design, plan preparation, and specifications for approximately 2 miles of multi-use trail in Marshalltown and Steamboat Rock. The project includes retrofit of three bridges.

1.2 Financial Parameters

1.2.1 Amount of the **Owner's** budget for the **Consultant's** compensation is:
\$116,104.00 for Preliminary Engineering

1.2.2 Amount of the **Consultant's** budget for the subconsultants' compensation is:
\$6,522.00

1.3 Project Team

1.3.1 The **Owner's** Designated Representative, identified as the **Contract Administrator** is:
Justin Nickel, P.E., Public Works Director

The **Contract Administrator** is the authorized representative, acting as liaison officer for the **Owner** for purpose of coordinating and administering the work under the Agreement. The work under this Agreement shall at all times be subject to the general supervision and direction of the **Contract Administrator** and shall be subject to the **Contract Administrator's** approval.

1.3.2 The **Consultant's** Designated Representative is:
Brenna Fall, P.E.

1.3.3 The subconsultants retained at the **Consultant's** expense are identified in the following table:

<u>Subconsultant</u>	<u>Amount Authorized</u>	<u>Maximum Amount Payable</u>	<u>Method of Payment</u>
Tallgrass Historians L.C.	\$6,522.00	\$6,522.00	Lump Sum

1.4 Time Parameters

1.4.1 The **Consultant** shall begin work under this Agreement upon receipt of a written notice to proceed from the **Owner**.

1.4.2 Milestones for completion of the work under this Agreement as follows:

1. Preliminary design plans including type/size/location for all structures (preliminary design) and detail elements for a design public hearing and construction right-of-way needs shall be completed and accepted on or before October 20, 2015 or 60 calendar days after receiving the notice to proceed (whichever is greater).
2. Final design, contract plans and specifications and estimates shall be completed and in a form acceptable to the **Owner** on or before December 22, 2015.
3. Completion of all work under this agreement shall be on or before March 31, 2016 unless extended by written approval of the **Contract Administrator** or adjusted by supplemental agreement.

1.4.3 The **Consultant** shall not begin final design activities until after the **Owner** has been notified by the Iowa DOT that FHWA Environmental Concurrence has been obtained. Upon receipt of such notice, the **Owner** will provide the **Consultant** notice to proceed with final design activities.

1.5 Prequalification

1.5.1 The **Consultant** shall remain prequalified in work categories 123, 161, and 215, as defined in Iowa Department of Transportation Policy and Procedure No. 300.04. Failure to do so will

exclude the **Consultant** from consideration for future Federal-aid contracts, until the **Consultant** regains pre-qualification status.

- 1.5.2 All services within this agreement shall be performed by the **Consultant** or subconsultant prequalified by the Iowa DOT in that particular category of work. If no work category exists for a particular service, normal methods of acceptance shall be used, such as experience, typical licensure, certification or registration, or seals of approval by others.

ARTICLE 2 ENTIRE AGREEMENT, REQUIRED GUIDANCE AND APPLICABLE LAW

- 2.1 **Entire Agreement of the Parties.** This Agreement, including its attachments, represents the entire and integrated agreement between the **Owner** and the **Consultant** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Owner** and **Consultant**. This Agreement comprises the documents listed as attachments in the Table of Contents. The work to be performed by the **Consultant** under this Agreement shall encompass and include all detail work, services, materials, equipment and supplies necessary to prepare and deliver the scope of services provided in Attachment A.
- 2.2 **Required Guidance.** All services shall be in conformity with the Specifications outlined in Attachment B, the Iowa Department of Transportation Federal-aid Project Development Guide, Instructional Memorandums to Local Public Agencies (I.M.s), and other standards, guides or policies referenced therein. In addition, applicable sections of the U.S. Department of Transportation Federal Aid Policy Guide (FAPG) shall be used as a guide in preparation of plans, specifications and estimates.
- 2.3 **Applicable Law.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be brought in the Polk County District Court of Iowa, Des Moines, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the **Owner**. The **Consultant** shall comply with all Federal, State and local laws and ordinances applicable to the work performed under this Agreement.

ARTICLE 3 FORM OF COMPENSATION

3.1 Method of Reimbursement for the Consultant.

3.1.1 Compensation for the **Consultant** shall be computed in accordance with one of the following compensation methods, as defined in Attachment C:

- .1 ☐ Cost Plus Fixed Fee - Attachment C
- .2 ☒ Lump Sum - Attachment C
- .3 ☐ Specific Rate of Compensation - Attachment C
- .4 ☐ Unit Price - Attachment C
- .5 ☐ Fixed Overhead Rate - Attachment C

3.1.2 When applicable, compensation for the subconsultant(s) shall be computed in accordance with one of the payment methods listed in section 3.1.1. Refer to section 1.3.3 for identification of the method of payment utilized in the subconsultant(s) contract. The compensation method utilized for each subconsultant shall be defined within the subconsultant contract to the **Consultant**.

- 3.2 **Subconsultant's Responsibilities for Reimbursement.** The **Consultant** shall require the subconsultants (if applicable) to notify them if they at any time determine that their costs will exceed their estimated actual costs. The **Consultant** shall not allow the subconsultants to exceed their estimated actual costs without prior written approval of the **Contract Administrator**. The prime **Consultant** is cautioned that cost under-runs associated with any subconsultant's contract are not available for use by the prime **Consultant** or other subconsultant unless the **Contract Administrator**, Iowa DOT, and FHWA (when applicable) have given prior written approval.

ARTICLE 4 TERMS AND CONDITIONS

4.1 Ownership of Engineering Documents

4.1.1 All sketches, tracings, plans, specifications, reports on special studies and other data prepared under this Agreement shall become the property of the **Owner** and shall be delivered to the **Contract Administrator** upon completion of the plans or termination of the services of the **Consultant**. There shall be no restriction or limitation on their future use by the **Owner**, except any use on extensions of the project or on any other project without written verification or adaptation by the **Consultant** for the specific purpose intended will be the **Owner's** sole risk and without liability or legal exposure to the **Consultant**.

4.1.2 The **Owner** acknowledges the **Consultant's** plans and specifications, including all documents on electronic media, as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the **Owner** upon completion of the services and payment in full of all moneys due to the **Consultant**.

4.1.3 The **Owner** and the **Consultant** agree that any electronic files prepared by either party shall conform to the specifications listed in Attachment B. Any change to these specifications by either the **Owner** or the **Consultant** is subject to review and acceptance by the other party. Additional efforts by the **Consultant** made necessary by a change to the CADD software specifications shall be compensated for as Additional Services.

4.1.4 The **Owner** is aware that significant differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by the **Consultant** and electronic files, the signed construction documents shall govern.

4.1.5 The **Owner** may reuse or make modifications to the plans and specifications, or electronic files while agreeing to take responsibility for any claims arising from any modification or unauthorized reuse of the plans and specifications.

4.2 Subconsultant Contract Provisions and Flow Down

4.2.1 All provisions of this Agreement between the **Owner** and **Consultant** shall also apply to all subconsultants hired by the **Consultant** to perform work pursuant to this Agreement. It is the **Consultant's** responsibility to ensure all contracts between **Consultant** and its subconsultants contain all provisions required of Consultant in this Agreement. The only recognized exceptions to this requirement are under provision 1.5.2 when the subconsultant is required to be prequalified in a different work category than the **Consultant** and under provision 3.1.2 when the subconsultant has a different method of reimbursement than the **Consultant**.

4.2.2 The **Consultant** may not restrict communications between the **Owner** and any of the subconsultants. The **Consultant** will encourage open communication among the **Owner**, the **Consultant** and the subconsultants.

4.3 **Consultant's Endorsement on Plans.** The **Consultant** and its subconsultants shall endorse and certify the completed project deliverables prepared under this Agreement, and shall affix thereto the seal of a professional engineer or architect (as applicable), licensed to practice in the State of Iowa, in accordance with the current Code of Iowa and Iowa Administrative Code.

4.4 **Progress Meetings.** From time to time as the work progresses, conferences will be held at mutually convenient locations at the request of the **Contract Administrator** to discuss details of the design and progress of the work. The **Consultant** shall prepare and present such information and studies as may be pertinent and necessary or as may be requested by the **Contract Administrator**, to enable the **Contract Administrator** to pass judgment on the features and progress of the work.

4.5 **Additional Documents.** At the request of the **Contract Administrator**, the **Consultant** shall furnish sufficient documents, or other data, in such detail as may be required for the purpose of review.

4.6 Revision of Work Product

- 4.6.1** Drafts of work products shall be reviewed by the **Consultant** for quality control and then be submitted to the **Contract Administrator** by the **Consultant** for review and comment. The comments received from the **Contract Administrator** and the reviewing agencies shall be incorporated by the **Consultant** prior to submission of the final work product by the **Consultant**. Work products revised in accordance with review comments shall constitute "satisfactorily completed and accepted work." Requests for changes on work products by the **Contract Administrator** shall be in writing. In the event there are no comments from the **Contract Administrator** or reviewing agencies to be incorporated by the **Consultant** into the final work product, the **Contract Administrator** shall immediately notify the **Consultant**, in writing, that the work product shall constitute "satisfactorily completed and accepted work."
- 4.6.2** In the event that the work product prepared by the **Consultant** is found to be in error and revision or reworking of the work product is necessary, the **Consultant** agrees that it shall do such revisions without expense to the **Owner**, even though final payment may have been received. The **Consultant** must give immediate attention to these changes so there will be a minimum of delay to the project schedule. The above and foregoing is not to be construed as a limitation of the **Owner's** right to seek recovery of damages for negligence on the part of the **Consultant** herein.
- 4.6.3** Should the **Contract Administrator** find it desirable to have previously satisfactorily completed and accepted work product or parts thereof revised, the **Consultant** shall make such revisions if requested and directed by the **Contract Administrator** in writing. This work will be paid for as provided in Article 4.7.

- 4.7 Extra Work.** If the **Consultant** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement, and constitutes "Extra Work," it shall promptly notify the **Contract Administrator** in writing to that effect. In the event that the **Contract Administrator** determines that such work does constitute "Extra Work", the **Consultant** shall promptly develop a scope and budget for the extra work and submit it to the **Contract Administrator**. The **Owner** will provide extra compensation to the **Consultant** upon the basis of actual costs plus a fixed fee amount, or at a negotiated lump sum. The **Consultant** shall not proceed with "Extra Work" without prior written approval from the **Owner** and concurrence from the Iowa DOT. Prior to receipt of a fully executed Supplemental Agreement and written Notice to Proceed, any cost incurred that exceeds individual task costs, or estimated actual cost, or the maximum amount payable is at the **Consultant's** risk. The **Owner** has the right, at its discretion, to disallow those costs. However, the **Owner** shall have benefit of the service rendered.

- 4.8 Extension of Time.** The time for completion of each phase of this Agreement shall not be extended because of any delay attributed to the **Consultant**, but may be extended by the **Contract Administrator** in the event of a delay attributed to the **Owner** or the **Contract Administrator**, or because of unavoidable delays beyond the reasonable control of the **Consultant**.

4.9 Responsibility For Claims And Liability

- 4.9.1** The **Consultant** agrees to defend, indemnify, and hold the **Owner**, the State of Iowa, the Iowa DOT, their agents, employees, representatives, assigns and successors harmless for any and all liabilities, costs, demands, losses, claims, damages, expenses, or attorneys' fees, including any stipulated damages or penalties, which may be suffered by the **Owner** as the result of, arising out of, or related to, the negligence, negligent errors or omissions, gross negligence, willfully wrongful misconduct, or breach of any covenant or warranty in this Agreement of or by the **Consultant** or any of its employees, agents, directors, officers, subcontractors or subconsultants, in connection with this Agreement.
- 4.9.2** The **Consultant** shall obtain and keep in force insurance coverage for professional liability (errors and omissions) with a minimum limit of \$1,000,000 per claim and in the aggregate, and all such other insurance required by law. Proof of **Consultant's** insurance for professional liability coverage and all such other insurance required by law will be provided to the **Owner** at the time the contract is executed and upon each insurance coverage renewal.

4.10 Current and Former Agency Employees

The **Consultant** shall not engage the services of any current employee of the **Owner** or the Iowa DOT unless it obtains the approval of the **Owner** or the Iowa DOT, as applicable, and it does not create a conflict of interest under the provisions of Iowa Code section 68B.2A. The **Consultant** shall not engage the services of a former employee of the **Owner** or the Iowa DOT, as applicable, unless it conforms to the two-year ban outlined in Iowa Code section 68B.7. Similarly, the **Consultant** shall not engage the services of current or former FHWA employee without prior written consent of the FHWA, and the relationship meets the same requirements for State and local agency employees set forth in the above-referenced Iowa Code sections and the applicable Federal laws, regulations, and policies.

4.11 Suspension of Work under this Agreement

- 4.11.1 The right is reserved by the **Owner** to suspend the work being performed pursuant to this Agreement at any time. The **Contract Administrator** may effect such suspension by giving the **Consultant** written notice, and it will be effective as of the date established in the suspension notice. Payment for the **Consultant's** services will be made by the **Owner** to the date of such suspension, in accordance with the applicable provisions in Article 4.12.2 or Article 4.12.3 below.
- 4.11.2 Should the **Owner** wish to reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days' written notice within a period of one year after such suspension, unless this period is extended by written consent of the **Consultant**.
- 4.11.3 In the event the **Owner** suspends the work being performed pursuant to this Agreement the **Consultant** with approval from the **Contract Administrator**, has the option, after 180 days to terminate the contract.

4.12 Termination of Agreement

- 4.12.1 The right is reserved by the **Owner** to terminate this Agreement at any time and for any reason upon not less than thirty (30) days written notice to the **Consultant**.
- 4.12.2 In the event the Agreement is terminated by the **Owner** without fault on the part of the **Consultant**, the **Consultant** shall be paid for the reasonable and necessary work performed or services rendered and delivered up to the effective date or time of termination. The value of the work performed and services rendered and delivered, and the amount to be paid shall be mutually satisfactory to the **Contract Administrator** and to the **Consultant**. The **Consultant** shall be paid a portion of the fixed fee, plus actual costs, as identified in Attachment C. Actual costs to be reimbursed shall be determined by audit of such costs to the date established by the **Contract Administrator** in the termination notice, except that actual costs to be reimbursed shall not exceed the Maximum Amount Payable.
- 4.12.3 In the event the Agreement is terminated by the **Owner** for fault on the part of the **Consultant**, the **Consultant** shall be paid only for work satisfactorily performed and delivered to the **Contract Administrator** up to the date established by the termination notice. After audit of the **Consultant's** actual costs to the date established by the **Contract Administrator** in the termination notice and after determination by the **Contract Administrator** of the amount of work satisfactorily performed, the **Contract Administrator** shall determine the amount to be paid to the **Consultant**.
- 4.12.4 This Agreement will be considered completed when the final construction audit is complete, or if the **Consultant** is released prior to such time by written notice from the **Contract Administrator**.

- 4.13 **Right to Set-off.** In the event that the **Consultant** owes the **Owner** any sum under the terms of this Contract, the **Owner** may set off the sum owed to the **Owner** against any sum owed by the **Owner** to the **Consultant** under any other contract or matter in the **Owner's** sole discretion, unless otherwise required by law. The **Consultant** agrees that this provision constitutes proper and timely notice of the

Owner's intent to utilize any right of set-off.

- 4.14 Assignment or Transfer.** The **Consultant** is prohibited from assigning or transferring all or a part of its interest in this Agreement, unless written consent is obtained from the **Contract Administrator** and concurrence is received from the Iowa DOT and FHWA, if applicable.
- 4.15 Access to Records.** The **Consultant** is to maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement and to make such materials available at their respective offices at all reasonable times during the agreement period, and for three years from the date of final closure of the Federal-aid project with FHWA, for inspection and audit by the **Owner**, the Iowa DOT, the FHWA, or any authorized representatives of the Federal Government; and copies thereof shall be furnished, if requested.
- 4.16 Iowa DOT and FHWA Participation.** The work under this Agreement is contingent upon and subject to the approval of the Iowa DOT and FHWA, when applicable. The Iowa DOT and FHWA shall have the right to participate in the conferences between the **Consultant** and the **Owner**, and to participate in the review or examination of the work in progress as well as any final deliverable.
- 4.17 Nondiscrimination Requirements.**

- 4.17.1** During the performance of this Agreement, the **Consultant** agrees to comply with the regulations of the U.S. Department of Transportation, contained in Title 49, Code of Federal Regulations, Part 21, and the Code of Iowa. The **Consultant** will not discriminate on the grounds of race, religion, age, physical disability, color, sex, sexual orientation, or national origin in its employment practices, in the selection and retention of subconsultants, and in its procurement of materials and leases of equipment.
- 4.17.2** In all solicitations, either by competitive bidding or negotiation made by the **Consultant** for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the **Consultant** of the **Consultant's** obligation under this contract and the regulations relative to nondiscrimination on the grounds of race, religion, age, physical disability, color, sex, sexual orientation, or national origin.
- 4.17.3** In the event of the **Consultant's** noncompliance with the nondiscrimination provisions of this Agreement, the **Owner** shall impose such contract sanctions as it, the Iowa DOT, or the FHWA may determine to be appropriate, including, but not limited to withholding of payments to the **Consultant** under the Agreement until the **Consultant** complies, or the Agreement is otherwise suspended or terminated.
- 4.17.4** The **Consultant** shall comply with the following provisions of Appendix A of the U.S. DOT Standard Assurances:

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

1. Compliance with Regulations: The **Consultant** shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The **Consultant**, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The **Consultant** shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the **Consultant** for work to be

performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the **Consultant** of the **Consultant's** obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.

4. Information and Reports: The **Consultant** shall provide all information and reports required by the Regulations or directives issued pursuant there to, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **Owner**, the Iowa Department of Transportation or Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a **Consultant** is in the exclusive possession of another who fails or refuses to furnish this information the **Consultant** shall so certify to the **Owner**, the Iowa Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the **Consultant's** noncompliance with the nondiscrimination provisions of this contract, the **Owner** shall impose such contract sanctions as it, the Iowa Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the **Consultant** under the contract until the **Consultant** complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The **Consultant** shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The **Consultant** shall take such action with respect to any subcontract or procurement as the **Owner**, the Iowa Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: provided, however, that, in the event a **Consultant** becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the **Consultant** may request the **Owner** or the Iowa Department of Transportation to enter into such litigation to protect the interests of the **Owner** or the Iowa Department of Transportation; and, in addition, the **Consultant** may request the United States to enter into such litigation to protect the interests of the United States.

4.18 Compliance with Title 49, Code of Federal Regulations, Part 26

4.18.1 The **Consultant** agrees to ensure that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard the **Consultant** and all of its subconsultants shall take all necessary and reasonable steps in compliance with the Iowa DOT DBE Program to ensure disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

4.18.2 Upon notification to the **Consultant** of its failure to carry out the requirements of this Article, the **Owner**, the Iowa DOT, or the FHWA may impose sanctions which may include termination of the Agreement or other measures that may affect the ability of the **Consultant** to obtain future U.S. DOT financial assistance. The **Consultant** is hereby advised that failure to fully comply with the requirements of this Article shall constitute a breach of contract and may result in termination of this Agreement by the **Owner** or such remedy as the **Owner**, Iowa DOT or the FHWA deems appropriate.

4.19 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officials thereunto duly authorized as of the dates below.

SNYDER & ASSOCIATES, INC.

By 

Date: 7-8-15

Troy A. Culver, P.E.
Regional Manager

ATTEST:

By 

Date: 7-8-15

CITY OF MARSHALLTOWN, IOWA

By _____

Date: _____

James L. Lowrance
Mayor

IOWA DEPARTMENT OF TRANSPORTATION

Accepted for FHWA Authorization*

By _____

Date: _____

Name _____

Title _____

* The Iowa DOT is not a party to this agreement. However, by signing this agreement, the Iowa DOT is indicating the work proposed under this Agreement is acceptable for FHWA authorization of Federal funds.

RESOLUTION APPROVING PUBLIC WORKS STREET DIVISION EQUIPMENT
PURCHASE CONTRACT BY AND BETWEEN THE CITY OF MARSHALLTOWN, IOWA,
MUNICIPAL STREET DEPARTMENT AND O'HALLORAN INTERNATIONAL FOR THE
PURCHASE OF A 2016 INTERNATIONAL 7400 SFA 4X2 DUMP TRUCK WITH SNOW
PLOW ATTACHMENTS IN THE AMOUNT OF \$132,166.00

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed Street equipment purchase order contract by and between the City of Marshalltown, Iowa, and O'HALLORAN INTERNATIONAL, of Altoona, Iowa for a 2016 INTERNATIONAL 7400 SFA 4X2 DUMP TRUCK.

WHEREAS, the O'HALLORAN INTERNATIONAL. bid consists of a 2016 INTERNATIONAL 7400 SFA 4X2 TRUCK in the amount of \$132,166.00.

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

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

Section 1. That the purchase agreement by and between the CITY OF MARSHALLTOWN, IOWA and, O'HALLORAN INTERNATIONAL, of Altoona, Iowa, for a 2016 INTERNATIONAL 7400 SFA 4X2 DUMP TRUCK WITH SNOW PLOW ATTACHMENTS, in the amount of \$132,166.00, is hereby fully approved in all respects and particulars

Passed this 10th day of August 2015, and signed this _____ day of August 2015.

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, 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

July 15, 2015

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

From: Jeff Roads
Street Superintendent

Re: Equipment Purchase – FY 2015-2016 Dump Truck with Snow Removal Equipment

Policy Issue: City policy requires Governing Body approval of Purchase of Motor Vehicles when consideration exceeds \$5,000.

Recommendation: Staff recommends approving the purchase of a 2016 International WorkStar single axle dump truck model 7400 SFA with snow removal equipment supplied by O'Halloran International for \$132,166.

Background: The 2015-2016 CIP has money to replace a Dump Truck in the Street Department. The total budget for the dump truck is \$140,000. Staff is utilizing the state bid process to obtain this equipment.

Budget Impact: O'Halloran quote of \$132,166.00, totaling \$7,834.00 less than the budgeted amount.

Attachment: O'Halloran International Quotation

cc: Randy Wetmore, City Administrator
Justin Nickel, DPW

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



2012



HAWKEYE TRUCK EQUIPMENT

5800 - 2ND AVENUE, P.O. BOX 3283
DES MOINES, IOWA 50316-0283
1-800-622-8223 • 515-289-1755

" The Complete Truck Equipment Center "

Q U O T A T I O N

Job No.	17629
Quote Date	04/01/15
Expire Date	05/01/15

Customer: 532000
O'HALLORAN INTERNATIONAL
P O BOX 1804

DES MOINES IA 50305-1804

Terms				
N10				
Contact:	UG: Order Tkr			

ORDER

ATTENTION: BOB

CITY OF MARSHALLTOWN

1-10' HILBILT LIL GOOSE STEEL DUMP BOX, 5-7 CUBIC YARD CAPACITY, 26" HIGH SIDES, 32" HIGH ENDS, ENTIRE BODY CONSTRUCTED OF 3/16" AR-400 STEEL, FULL DEPTH REAR CORNER POSTS WITH OVAL STOP-TURN-TAIL LIGHTS INSTALLED, 3 SIDE BRACES, DOUBLE ACTING TAILGATE, SPREADER CHAIN KIT WITH WEBBING, 1/2 CABSHIELD, AIR TAILGATE RELEASE, SIDE TO FLOOR BRACING, BODY VIBRATOR, BODY-UP WARNING LIGHT IN CAB, BACK-UP ALARM, ANTI-SAIL MUDFLAPS FRONT AND REAR OF REAR TIRES, L.E.D. STROBES RECESSED IN REAR CORNERPOSTS AND IN BOXES ON FRONT OF TRUCK ATTACHED TO SNOW PLOW LIGHT BRACKETS, PAINTED SINGLE STAGE CENTARI TO MATCH CAB, DOUBLE ACTING UNDERBODY SCISSOR HOIST WITH AN 18 TON LIFTING CAPACITY, BODY SAFETY PROPS, INSTALLED.

1-MONROE MP36R11-ISCT SNOW PLOW, 11' LONG MOLDBOARD, 36" HIGH MOLDBOARD, SIX ONE-PIECE 1/2" VERTICLE RIBS, 4"x4"x3/4" BOTTOM MOLDBOARD REINFORCEMENT, 2"x2"x3/8" TOP MOLDBOARD REINFORCEMENT ANGLE, 3-1/2"x 3-1/2"x 1/2" REVERSING SEMI-CIRCLE, DUAL COMPRESSION TRIP ASSEMBLY, MONROE BUILT-IN LEVEL LIFT, MOLDBOARD AND FRAME ARE 100% CONTINUOUSLY WELDED, 3"x10" DOUBLE ACTING LIFT CYLINDER, TWO 3"x10" DOUBLE ACTING REVERSING CYLINDERS, 36" ORANGE SAFETY BLADE GUIDES, 12" RUBBER DEFLECTOR, 3/4"x6" CARBIDE CUTTING EDGE WITH 1/2"x6" COVER BLADE, WRAP-AROUND CURB GUARDS ON BOTH ENDS OF BLADE, SCREW ADJUSTABLE JACK STAND WITH REMOTE STORAGE, HEAVY DUTY THRUST ARMS, SHOTBLASTED AND POWDERCOATED ORANGE, HEAVY DUTY PIN STYLE HITCH, HITCH TO BE MOUNTED AS CLOSE

*** CONTINUED NEXT PAGE ***



HAWKEYE TRUCK EQUIPMENT

5800 - 2ND AVENUE, P.O. BOX 3283
DES MOINES, IOWA 50316-0283
1-800-622-8223 • 515-289-1755

" The Complete Truck Equipment Center "

Customer: 532000

O'HALLORAN INTERNATIONAL
P O BOX 1804

DES MOINES IA 50305-1804

Q U O T A T I O N

Job No.	17629
Quote Date	04/01/15
Expire Date	05/01/15

Terms				
N10				
Contact:	JC: Order Tkr			

TO GRILL AS POSSIBLE, HITCH TO BE BOLT-ON STYLE, BUMPER ENDS TO STAY ON CHASSIS WHEN HITCH IS REMOVED, ALL ABRASION RESISTANT HOSES, SNOW PLOW LIGHTS TO BE MOUNTED USING EXISTING HOLES, INSTALLED.

1-MONROE MS969-OW-DD-DD STEEL TAILGATE SPREADER, 7 GAUGE TROUGH, 1/4" ENDPLATES, INTERIOR SEAMS ARE CONTINUOUSLY WELDED, FULL WIDTH UN-OBSTRUCTED TOP AND BOTTOM CLEAN-OUT, DUAL DISCHARGE, SPINNER TO BE MOUNTED INDEPENDANTLY OF BOTTOM ELIMINATING EXCESSIVE WEIGHT FOR EASE OF CLEAN-OUT, ALL LATCHES ARE CAPTIVE BIND-FREE, 9" DIAMETER AUGER WITH 1-1/2" SHAFT SUPPORTED BY 1-1/2" SEALED SELF-ALIGNING RELUBEABLE ANTI-FRICTION 4-BOLT FLANGE BEARINGS, DIRECT DRIVE HI-TORQUE HYDRAULIC MOTOR, 18" POLY SPINNER WITH REPLACEABLE FLIGHTS, SHOT-BLASTED AND POWDER COATED ORANGE, DR. SIDE SPINNER LIGHT.

1-MONROE JUNIOR WING, 8' LONG MOLDBOARD, 27" INTAKE HEIGHT AND 28" DISCHARGE HEIGHT ON MOLDBOARD, TWO DOUBLE ACTING CYLINDERS FOR DIRECT LIFT OF TOE AND HEEL, DIRECT-LIFT FRONT WING POST, MOLDBOARD IS SHOTBLASTED AND POWDER COAT PAINTED ORANGE, MOUNTING HARDWARE POWDER COAT PAINTED BLACK, 3/8" ONE PIECE TAPERED FLAME CUT RIBS, 10 GAUGE MOLDBOARD, SET UP PER CITY'S SPEC TO LEAVE ROOM SO THEY CAN ADD TIRE CHAINS, COMPLETELY INSTALLED.

1-COMPLETE HYDRAULIC SYSTEM TO OPERATE THE FOLLOWING FUNCTIONS: DUMP BODY-UP/DOWN, PLOW-UP/DOWN, PLOW-ANGLE, WING TOE-UP/DOWN, WING HEEL-UP/DOWN, SANDER-FREEDOM ELECTRIC SPREADER CONTROL, 4.0 cu. DISPLACEMENT AXIS PISTION HYDRAULIC PUMP MOUNTED TO FRONT CRANKSHAFT, ALL CONTROLS TO BE MORSE CABLE CONTROLS WITH SEALED CABLES, SINGLE AXIS LEVERS, 30 GALLON RESERVOIR WITH

*** CONTINUED NEXT PAGE ***



HAWKEYE TRUCK EQUIPMENT

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DES MOINES, IOWA 50316-0283
1-800-622-8223 • 515-289-1755

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DES MOINES IA 50305-1804

Q U O T A T I O N

Job No.	17629
Quote Date	04/01/15
Expire Date	05/01/15

Terms				
N10				
Contact:	JG: Order Tkr			

SIGHT AND TEMP. GAUGE, RESERVOIR TO HAVE MAGNETIC BOTTOM MOUNT DRAIN PLUG AND VENTED FILLER CAP, IN-LINE HYDRAULIC FILTER WITH REPLACEABLE 10 MICRON ELEMENT, HYDRAULIC OIL SHUT OFF VALVE WITH PRESSURE RELIEF, 2" SUCTION LINE WITH MINIMAL 90 DEGREE BENDS, 37 DEGREE FLARE FITTING ON ALL PRESSURE LINES, PRESSURE HOSE IS 1" I.D. HIGH PRESSURE, SIX PACK SWITCHES TO BE PROVIDED BY TRUCK MANUFACTURER TO RUN VIBRATOR, STROBES, SPOT LIGHTS, WIRING IS CAROL VU-TRON THAT IS RAN TO A JUNCTION BOX AT THE REAR AND IS ALL SOLDERED AND HEAT SHRUNK, FREEDOM 2.0 SPREADER CONTROL INSTALLED IN THE CAB, ALL COMPLETELY INSTALLED.

THANK YOU FOR THE ORDER,
JOSH GOODE

Sub total	\$ 54,659.00
Sales Tax	\$ 0.00
Freight	\$ 0.00
FET	\$ 0.00
Total	\$ 54,659.00

RESOLUTION ACCEPTING AND AWARDING THE BID FOR PROVIDING SALT FOR ICE
AND SNOW CONTROL FOR THE 2015-2016 FISCAL YEAR IN THE CITY OF
MARSHALLTOWN, IOWA IN THE AMOUNT OF \$76.92 PER TON

WHEREAS the City of Marshalltown, Iowa, requested bids from various commercial salt suppliers, for salt for ice and snow control for the 2015-2016 fiscal year, therefor,

WHEREAS Independent Salt Company submitted a low bid of \$76.92 per ton delivered to the Public Works Department which is now before this Council for final approval.

<u>Name and Address</u>	<u>Bid Amount</u>
INDEPENDENT SALT COMPANY KANOPOLIS, KS	\$76.92 per ton

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

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

That the bid Of Independent Salt Company for providing salt for ice and snow control in the City of Marshalltown, Iowa, in the amount of \$76.92 per ton is hereby accepted, approved, and awarded.

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

Passed this 10th day of August 2015, and signed this ____ day of August 2015.

CITY OF MARSHALLTOWN

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

7-13-15

FORMAL BULK SALT BID 2015

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

Bids should be sent to City Hall, c/o Salt Bid, Public Works Department, Attn; Justin Nickel, 24 N Center Street, Marshalltown Iowa 50158. Bids must be received by Tuesday, July 21, 2015 at 10:00 A.M. Plainly mark envelope "Salt Bid". For more information contact Public Works Department at 641-754-5748.

Thank you

Jeff Roads
Street Superintendent

FORMAL BID

Date 07/13/2015

Company Name Independent Salt Company

Address P. O. Box 36 Kanopolis, KS 67454

Per ton: N/A by truck Per ton: \$76.92 ** by rail

** As Available due to existing contract obligations

Signed 
S. K. Olson, VP-Distribution

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





July 20, 2015

VIA FACSIMILE 641-754-5793

**Justin Nickel
Public Works Dept.
City Hall of Marshalltown
24 N Center Street
Marshalltown, IA 50158**

Re: Formal Bulk Salt Bid 2015

Due: Tuesday, July 21, 2015 at 9:00 AM

To whom it may concern:

Cargill, Incorporated-Deicing Technology regrets that we will be unable to submit a bid for your deicing requirements for the 2015-2016 winter season.

Please retain our name on your bidders list for possible future consideration.

Sincerely,

A handwritten signature in cursive script, appearing to read "Dawn Bekoscke".

Dawn Bekoscke
Customer Solutions Specialist, Western Region
Cargill Deicing Technology
Phone: (440) 716-4718 /Fax: (800) 467-3409
24950 Country Club Blvd., Suite 450
North Olmsted, OH 44070



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

7-13-15

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Thank you

Jeff Roads
Street Superintendent

FORMAL BID

Date 7-14-15

Company Name Hutchinson Salt Co, Inc

Address 136 West 12th Street, Baxter Springs, KS 66713

Per ton: NO Bid by truck Per ton: NO Bid by rail

Signed Long Byham

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

Marshalltown



2012

TC's Pub

2015

Aug. 15, 21st
Sept 25th

Beer Garden

40'

parking lot.

98'

Building

parking lot.

REVISION DATES:		DATE
1	REVISED	14-08-08
2	REVISED	14-09-13
3	REVISED	14-09-24
4	REVISED	14-10-10
5	REVISED	14-11-20
6	REVISED	14-11-27
7	REVISED	14-12-14

PERMIT SET 04/05/2014

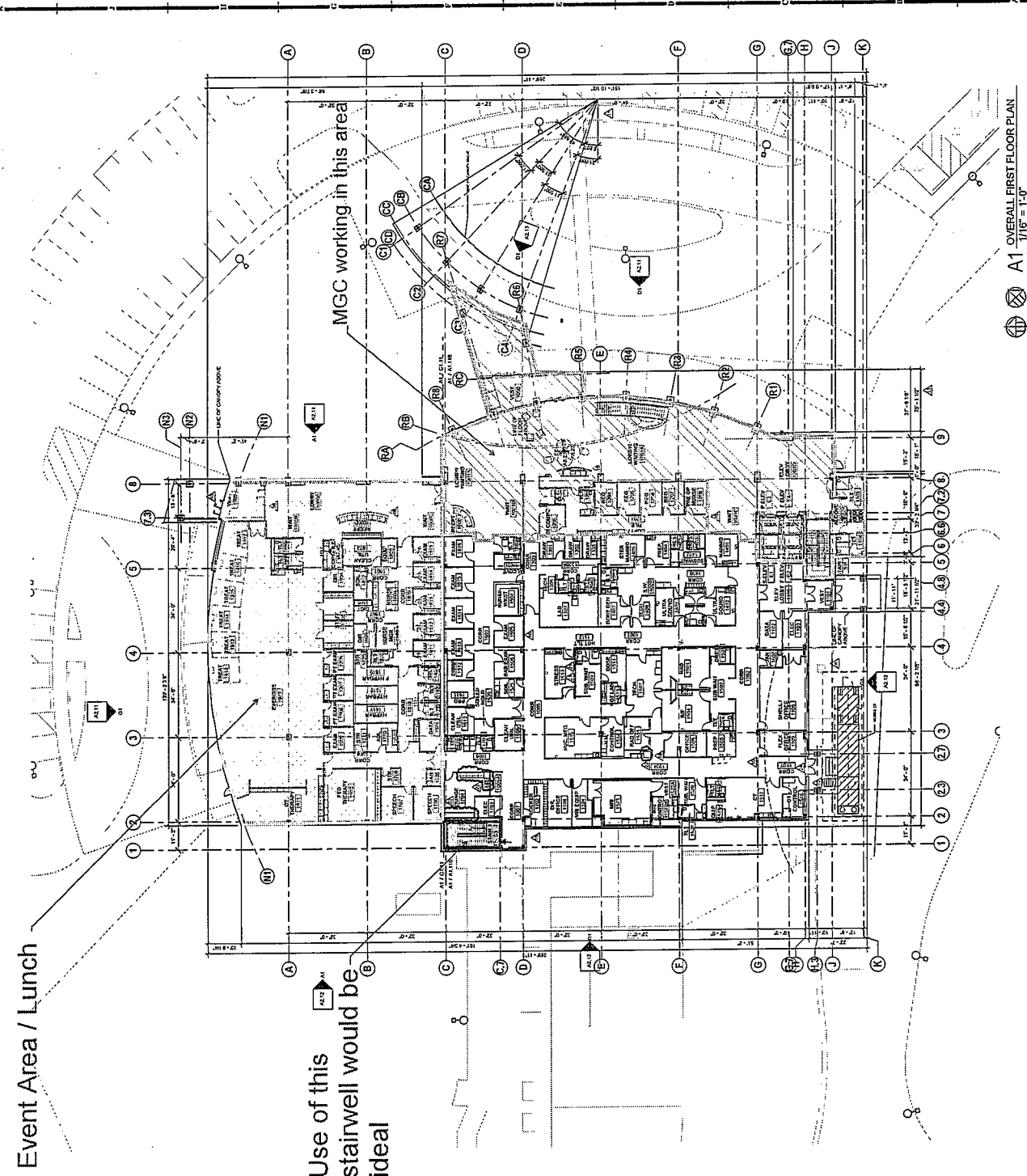
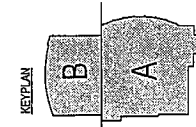
PROFESSIONAL SEAL

A1.11

ISSUE DATE: 25 APRIL 2011

PROJECT #: 312

OVERALL
FIRST FLOOR
PLAN














Event Area / Lunch

Use of this stairwell would be ideal

Midnight Ballroom
license transfer
8-13-15



Board and Commission Roster

Police & Fire Advisory Committee

Department: Mayor

Dept. Phone: (641) 754-5712

Temporary Advisory Committee. Established by council appointment of individuals on August 10, 2015.

<u>Term End</u> <u>Date</u>	<u>Member Contact Information</u>
Indefinite	Gabriela Vargas Avalos gabriela.avalos@greatwesternbank.om
Indefinite	Meredith Bell meredith.bell@emerson.com
Indefinite	Ross Harris ross.harris@emerson.com
Indefinite	Leon Lamer (641) 753-8959 leonlamer43@mediacombb.net 503 S 12th Street
Indefinite	Betsy Macke Need email
Indefinite	Bill Martin (641) 750-4137 BAMartin@mchsi.com 805 Joan Terrace
Indefinite	Bethany Wirin (641) 691-5509 bethanywirin@yahoo.com 1802 Sherwood Dr

Engineer's Statement of Substantial Completion

Project: MMSC Street Construction
Marshalltown, Iowa

Contractor: McCown Gordon
422 Admiral Blvd
Kansas City, MO 64106

TO: City of Marshalltown:

I hereby state that the construction of the MMSC Street Construction Project has been substantially completed in general compliance with the approved construction plans. The work was substantially completed on July 2, 2015. A list of items remaining until final acceptance is given is included as Attachment A.

CLAPSADDLE-GARBER ASSOCIATES, INC.



Adam C Daters, P.E.
Iowa License No. 19579

Date: 8-5-15

Accepted by:

Resolution: _____ Date: _____

Signed: _____

Attest: _____

Distribution: Engineer
Contractor
City of Marshalltown

TJW

Attachment A
Remaining Items

Initial Walk-Through Performed 7-2-15

Attending: Adam Daters, CGA; Justin Strom, CGA, Brad Bateman, City of Marshalltown; Brad Corkrean, McCown Gordon Construction

Follow-Up 8-5-15

1. Uncover Subdrain Cleanout buried by topsoil respread on the east side of the road at the northern dead-end.
2. Provide televised inspection of recently installed storm sewer pipe and manhole adjacent to Highway 14. Upon receipt of video all storm sewer will be reviewed by CGA and City of Marshalltown. Once video is reviewed it will be determined if storm sewer is acceptable or needs further attention.
3. Reapply seed, fertilizer and mulch as needed to achieve final stabilization.
4. Inspect all sanitary manholes and storm sewer intakes for sediment and debris after final stabilization is achieved, clean as needed.
5. Ponding areas have been identified during a post rain inspection, repair as needed to minimize or eliminate areas of concern. Plans and notes sent to Brad Corkrean 8-5-15.

RESOLUTION ACCEPTING DEDICATION AND
ESTABLISHING PUBLIC WAY

WHEREAS, Marshalltown Medical & Surgical Center has conveyed and transferred to the City of Marshalltown, Iowa, a parcel of land to be established as a public street by the filing in the office of the Marshall County, Iowa Recorder of an Acquisition Plat, as contemplated by Sections 354.2(1) and 354.4(3) of the 2015 Code of Iowa; and

WHEREAS, Marshalltown Medical & Surgical Center has executed and delivered to the City its Conveyance and Dedication instrument with a Warranty Deed attached conveying and transferring to the City the parcel of land intended to be used as a public street, said documents being attached to this Resolution as Exhibit 1; and

WHEREAS, the said parcel of land to be established as a public street is described as Lot "A" located in a portion of Parcel "D" in the Southeast 1/4 of the Northwest 1/4 of Section 14, Township 83 North, Range 18 West of the 5th P.M., City of Marshalltown, Marshall County, Iowa, as shown on Acquisition Plat recorded at File No. 2015-00003817 of the records of Marshall County, Iowa; and

WHEREAS, the City, by virtue of this Resolution, is willing to accept the said Conveyance and Dedication instrument with attached Warranty Deed and to confirm the dedication of the real estate described thereon as a public way,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Marshalltown, Iowa that the Conveyance and Dedication instrument with the attached Warranty Deed be and the same hereby are accepted for the uses and purposes therein described; and

FURTHER RESOLVED, that the City Clerk is hereby authorized and empowered to file the aforesaid Conveyance and Dedication instrument and the attached Warranty Deed with the Marshall County, Iowa Recorder; and

FURTHER RESOLVED, that the City confirms the establishment of a public way, to be known as Central Iowa Drive, over, across and through the real estate described as Lot "A" located in a portion of Parcel "D" in the Southeast 1/4 of the Northwest 1/4 of Section 14, Township 83 North, Range 18 West of the 5th P.M., City of Marshalltown, Marshall County, Iowa, as shown on Acquisition Plat recorded at File No. 2015-00003817 of the records of Marshall County, Iowa; and

FURTHER RESOLVED, that any procedural discrepancies relating in any way to the approval, adoption and filing of the aforementioned Acquisition Plat and the aforementioned Conveyance and Dedication instrument with attached Warranty Deed are hereby waived and the Mayor and City Clerk are hereby directed to certify this Resolution and record the same at the office of the Marshall County, Iowa Recorder.

All of which is hereby authorized and approved by this Council.

Passed and approved this ____ day of _____, 2015.

James R. Lowrance, Mayor
City of Marshalltown, Iowa

Attest:

Clerk, City of Marshalltown, Iowa

**CONVEYANCE OF LAND AND
DEDICATION OF SAME FOR STREET PURPOSES**

Marshalltown Medical & Surgical Center, an Iowa non-profit corporation with its principal office in Marshalltown, Iowa, is the owner of record in fee simple of the real estate described as Lot "A" located in a portion of Parcel "D" in the Southeast 1/4 of the Northwest 1/4 of Section 14, Township 83 North, Range 18 West of the 5th P.M., City of Marshalltown, Marshall County, Iowa, as shown on Acquisition Plat recorded at File No. 2015-00003718 of the records of Marshall County, Iowa.

Marshalltown Medical & Surgical Center pursuant to and by virtue of the Warranty Deed attached hereto as Exhibit A hereby conveys and transfers to the City of Marshalltown, Iowa the aforesaid Lot "A" for the purpose of establishing a street over, through and across the real estate constituting the aforesaid Lot "A". The object and purpose of the conveyance represented by this instrument and the Warranty Deed attached hereto as Exhibit A is to accomplish the dedication of the aforesaid Lot "A" as a public street in the City of Marshalltown, Iowa, to be identified as Central Iowa Drive.

IN WITNESS WHEREOF the undersigned has caused this instrument to be duly executed on this 4 day of August, 2015.

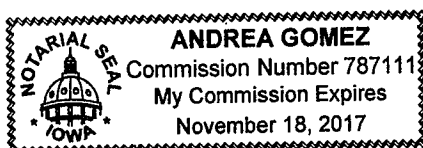
MARSHALLTOWN MEDICAL & SURGICAL
CENTER

By John C. Hughes
John C. Hughes, President and
Chief Executive Officer

By Michael J. Mason
Michael J. Mason, Chairperson,
Board of Trustees

STATE OF IOWA, COUNTY OF MARSHALL, ss:

This record was acknowledged before me this 4 day of August, 2015, by John C. Hughes as President and Chief Executive Officer and Michael J. Mason as Chairperson, Board of Trustees of Marshalltown Medical & Surgical Center.



Andrea Gomez
Signature of Notary Public



**WARRANTY DEED
(CORPORATE GRANTOR)**
THE IOWA STATE BAR ASSOCIATION
Official Form No. 104
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)
Rex J. Ryden, 112 West Church Street, Marshalltown, IA 50158;
Phone: (641) 752-5467

Taxpayer Information: (Name and complete address)
City of Marshalltown, Iowa
24 North Center Street
Marshalltown, IA 50158

Return Document To: (Name and complete address)
Rex J. Ryden
112 West Church Street
Marshalltown, IA 50158

Grantors:
Marshalltown Medical & Surgical Center

Grantees:
City of Marshalltown, Iowa

Legal description: See Page 2

Document or instrument number of previously recorded documents:



WARRANTY DEED (CORPORATE GRANTOR)

For ~~the consideration of~~ no monetary ~~Dollar(s)~~
and ~~other valuable~~ consideration, Marshalltown Medical & Surgical Center

a corporation organized and existing under the laws of the State of Iowa

does hereby Convey to City of Marshalltown, Iowa

the following described real estate in Marshall County, Iowa:

Lot "A" located in a portion of Parcel "D" in the Southeast 1/4 of the Northwest 1/4 of Section 14, Township 83 North, Range 18 West of the 5th P.M., City of Marshalltown, Marshall County, Iowa, as shown on Acquisition Plat recorded at File #2015-00003718 of the records of Marshall County, Iowa.

This deed is exempted from any real estate transfer tax pursuant to subsection 6 of Section 428A.2 and no declaration of value is required pursuant to Section 428A.1.

The Corporation hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

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

Dated: August 4, 2015

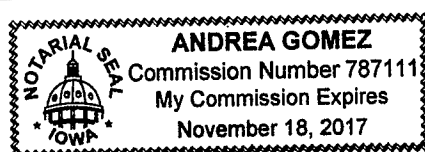
Marshalltown Medical & Surgical Center
a(n) Iowa corporation

By John C. Hughes
John C. Hughes, President
and Chief Executive Officer

By Michael J. Mason
Michael J. Mason, Chairperson,
Board of Trustees

STATE OF IOWA, COUNTY OF MARSHALL

This record was acknowledged before me this 4 day of August, 2015,
by John C. Hughes and Michael J. Mason
as President and Chief Executive Officer and as Chairperson, Board of Trustees, respectively
of Marshalltown Medical & Surgical Center



Andrea Gomez
Signature of Notary Public

PARTIAL RELEASE OF REAL ESTATE MORTGAGE

THE IOWA STATE BAR ASSOCIATION

Official Form No. 130

Recorder's Cover Sheet

Preparer Information: Christopher J. Masoner, Levy Craig Law Firm, 1301 Oak Street,
Kansas City, MO 64106 (816) 474-8181

Taxpayer Information: CBC Marshalltown, LLC, 4706 Broadway, Suite 240,
Kansas City, MO 64112

Return Document To: Rex J. Ryden, 112 West Church Street, Marshalltown, IA 50158

Mortgagee Releasing Mortgage: Union Bank and Trust Company, a Nebraska banking
corporation

Mortgagor: CBC Marshalltown, LLC, a Delaware limited liability company

Legal Description: See attached Page 1 et. seq.

Document or instrument number of previously recorded documents: 201400000982

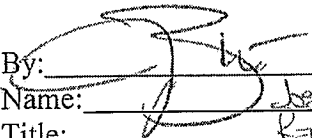
PARTIAL RELEASE OF MORTGAGE

By this PARTIAL RELEASE OF MORTGAGE (this "Partial Release"), UNION BANK AND TRUST COMPANY, a Nebraska banking corporation (the "Lender"), the owner and holder of a certain promissory note (the "Note") secured by that certain FIRST LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING, dated March 5, 2014, and recorded March 5, 2014, as Document No. 201400000982, with the Recorder of Marshall County, Iowa (the "Mortgage"), executed by CBC MARSHALLTOWN, LLC, a Delaware limited liability company, with an address of 4706 Broadway, Suite 240, Kansas City, MO 64112, to the Lender, does hereby release from the lien of the Mortgage the real property legally described on Exhibit A.

This Partial Release shall not be deemed to release or in any way impair the lien, security interest and encumbrance of any other deeds of trust, mortgages, security agreements or loan documents which may now or hereafter secure the Note or the lien, security interest and encumbrance of the Mortgage, insofar as it encumbers any other real or personal property described therein.

IN WITNESS WHEREOF, the Lender has executed and delivered this Partial Release as of the 5th day of August, 2015.

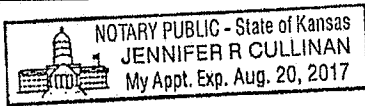
UNION BANK AND TRUST COMPANY
a Nebraska banking corporation

By: 
Name: John Wright
Title: Regional President

STATE OF Kansas)
COUNTY OF Johnson) SS.

Before me, the undersigned Notary Public, on this day personally appeared Josh Bright, the President of UNION BANK AND TRUST COMPANY, a Nebraska banking corporation, known to me to be the person who executed the foregoing instrument, and he acknowledged to me that he executed the same for the purposes therein expressed.

5th In testimony whereof, I have hereunto signed my name and affixed my notarial seal this day of August, 2015.



Jennifer R. Cullinan
NOTARY PUBLIC

My Commission Expires: August 20, 2017

EXHIBIT A
Legal Description

DESCRIPTION OF ATTACHED ACQUISITION PLAT FOR LOT A
CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA.

ACQUISITION PLAT GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

LOT "A" LOCATED IN A PORTION OF PARCEL "D" IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA, AS SHOWN ON EXHIBIT "A", ATTACHED HERETO AND BY REFERENCE MADE A PART THEREOF AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 14; THENCE, N0°25'51"E 715.11' ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE, N89°36'02"W 50.00' TO A POINT ON THE EAST LINE OF SAID PARCEL "D", ALSO BEING THE POINT OF BEGINNING; THENCE, S88°23'39"W 25.02' ALONG THE EASTERLY LINE OF SAID PARCEL "D"; THENCE, N0°25'36"E 73.64' CONTINUING ALONG THE EAST LINE OF SAID PARCEL "D"; THENCE, N90°00'00"W 70.28'; THENCE, NORTHWESTERLY 41.06' ALONG THE ARC OF A 30.00' RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING OF N50°47'16"W AND A DISTANCE OF 37.93'; THENCE, NORTHWESTERLY 159.44' ALONG THE ARC OF A 363.00' RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING OF N24°09'30"W AND A DISTANCE OF 158.16'; THENCE, N36°44'28"W 47.96'; THENCE, NORTHWESTERLY 81.38' ALONG THE ARC OF A 303.00' RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING OF N29°02'49"W AND A DISTANCE OF 81.13'; THENCE, N21°21'10"W 18.12' TO A POINT ON THE NORTH LINE OF SAID PARCEL "D"; THENCE, S88°28'42"W 63.78' ALONG SAID NORTH LINE; THENCE, S21°21'10"E 39.75'; THENCE, SOUTHEASTERLY 97.49' ALONG THE ARC OF A 363.00' RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING OF S29°02'49"E AND A DISTANCE OF 97.20'; THENCE, S36°44'28"E 47.96'; THENCE, SOUTHEASTERLY 194.30' ALONG THE ARC OF A 303.00' RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING OF S18°22'14"E AND A DISTANCE OF 190.99'; THENCE, S0°00'00"E 51.14' TO A POINT ON THE SOUTH LINE OF SAID PARCEL "D"; THENCE, N90°00'00"E 176.30' ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID PARCEL "D"; THENCE, N0°55'44"E 27.07' ALONG THE EAST LINE OF SAID PARCEL "D" TO THE POINT OF BEGINNING, CONTAINING 0.82 ACRES (35,895 SQUARE FEET). SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

NOTE: ALL BEARINGS ARE THE RESULT OF GPS OBSERVATIONS.

Plat of Survey and letter designation
approved this 29 day of July, 2015.

Christina M. Hunt, Asst. Auditor
Marshall County Auditor



TYPE SURVEY Group 120
Session: 07/23/2015 at 10:27:28 AM
Acre: 312.00 Page: 1 of 2
Revision: 00
Marshall County Iowa
Cassan Regional County Recorder

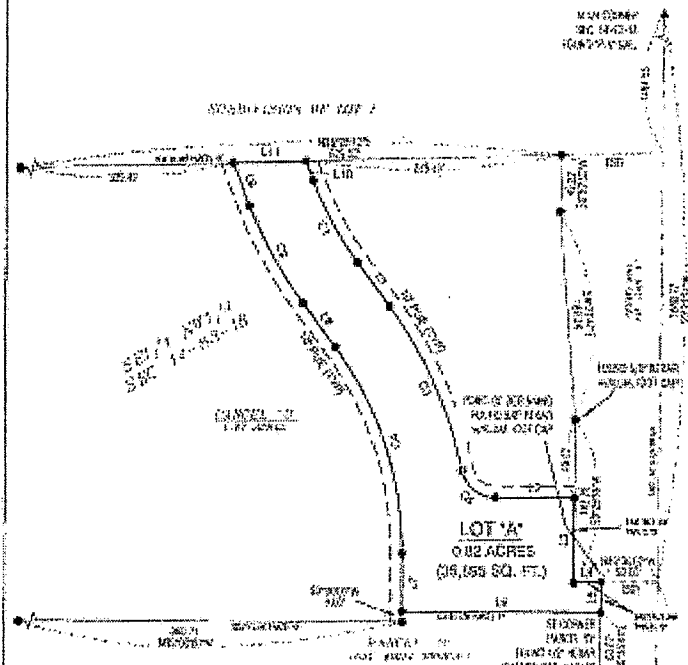
PL# 2015-00003718

PREPARED BY: CANNABLE-GARDNER ASSOCIATES, INC. 12 EAST MAIN STREET, DULANE, IOWA 50531, MARSHALL TOWNSHIP, IOWA 50531. PHONE: 515-251-1234

LOT A
ACQUISITION PLAT
EXHIBIT "A"

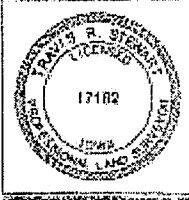


CITY MARSHALL TOWNSHIP COUNTY MARSHALL STATE IOWA
PROJECT NO. 5499 PARCEL LOTA
SECTION 14 TOWNSHIP 83 RANGE 18
HOWEY 0.82 ACRES (36,088 SQ. FT.)
ACQUIRED FROM MARSHALL TOWN MEDICAL AND SURGICAL CENTER



CHF DATA		
LINE #	BEARING	DISTANCE
L1	S87°43'58\"	47.06'
L2	S89°00'00\"	113.8'
L3	S72°58'17\"	17.64'
L4	S86°23'39\"	16.07'
L5	N0°56'16\"	215.7'
L6	N02°00'00\"	116.32'
L7	S72°58'17\"	17.11'
L8	S87°43'58\"	41.56'
L9	S87°51'19\"	26.72'
L10	S87°51'19\"	16.12'
L11	S87°51'19\"	11.72'

Corner Table					
REMARKS	ANGLE (DEG)	BEARING	DISTANCE	BEARING	DISTANCE
C1	87.44	S87.44	113.80	N87.44	47.06
C2	89.00	S89.00	113.80	S89.00	113.80
C3	72.58	S72.58	17.64	N72.58	17.64
C4	86.24	S86.24	16.07	N86.24	16.07
C5	56.16	S56.16	215.70	N56.16	215.70
C6	00.00	N00.00	116.32	S00.00	116.32
C7	72.58	S72.58	17.11	N72.58	17.11
C8	87.44	S87.44	41.56	N87.44	41.56
C9	87.51	S87.51	26.72	N87.51	26.72
C10	87.51	S87.51	16.12	N87.51	16.12
C11	87.51	S87.51	11.72	N87.51	11.72



I hereby certify that this last foregoing document was prepared by the undersigned surveyor and was performed by me or under my direct supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

Travis R. Starnes, PLS
Survey License Number 17182
My License Renewal Date is December 31, 2015
Pages or sheets covered by this plat: 1

7/27/2015

USERRI
A. GOVERNMENT CONVEYANCE (FORM 1)
B. GOVERNMENT CONVEYANCE (FORM 2)
C. GOVERNMENT CONVEYANCE (FORM 3)
D. GOVERNMENT CONVEYANCE (FORM 4)
E. GOVERNMENT CONVEYANCE (FORM 5)
F. GOVERNMENT CONVEYANCE (FORM 6)
G. GOVERNMENT CONVEYANCE (FORM 7)
H. GOVERNMENT CONVEYANCE (FORM 8)
I. GOVERNMENT CONVEYANCE (FORM 9)
J. GOVERNMENT CONVEYANCE (FORM 10)

DRAWN BY JRS DATE 6-18-2015
SCALE 1\"=100' PROJECT NO. 5499.05

PARTIAL RELEASE OF REAL ESTATE MORTGAGE

THE IOWA STATE BAR ASSOCIATION

Official Form No. 130

Recorder's Cover Sheet

Preparer Information: Christopher J. Masoner, Levy Craig Law Firm, 1301 Oak,
Kansas City, MO 64106 (816)474-8181

Taxpayer Information: Marshalltown Medical & Surgical Center, 3 South 4th Avenue,
Marshalltown, IA 50158

Return Document To: Rex J. Ryden, 112 West Church Street, Marshalltown, IA 50158

Mortgagee Releasing Mortgage: Union Bank and Trust Company, a Nebraska banking
corporation

Mortgagor: Marshalltown Medical & Surgical Center, an Iowa non-profit corporation

Legal Description: See attached Page 1 et. seq.

Document or instrument number of previously recorded documents: 201400000967

PARTIAL RELEASE OF MORTGAGE

By this PARTIAL RELEASE OF MORTGAGE (this "Partial Release"), UNION BANK AND TRUST COMPANY, a Nebraska banking corporation (the "Lender"), the owner and holder of a certain promissory note (the "Note") secured by that certain FIRST MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING, dated March 5, 2014, and recorded March 5, 2014, as Document No. 201400000967, with the Recorder of Marshall County, Iowa (the "Mortgage"), executed by MARSHALLTOWN MEDICAL AND SURGICAL CENTER, an Iowa non-profit corporation, with an address of 3 South 4th Avenue, Marshalltown, Iowa 50158, to the Lender, does hereby release from the lien of the Mortgage the real property legally described on Exhibit A.

This Partial Release shall not be deemed to release or in any way impair the lien, security interest and encumbrance of any other deeds of trust, mortgages, security agreements or loan documents which may now or hereafter secure the Note or the lien, security interest and encumbrance of the Mortgage, insofar as it encumbers any other real or personal property described therein.

IN WITNESS WHEREOF, the Lender has executed and delivered this Partial Release as of the 5th day of August, 2015.

UNION BANK AND TRUST COMPANY
a Nebraska banking corporation

By: 
Name: John Brumitt
Title: Regional President

STATE OF Kansas)
COUNTY OF Johnson) SS.

Before me, the undersigned Notary Public, on this day personally appeared Josh Bright, the Regional President of UNION BANK AND TRUST COMPANY, a Nebraska banking corporation, known to me to be the person who executed the foregoing instrument, and he acknowledged to me that he executed the same for the purposes therein expressed.

5th In testimony whereof, I have hereunto signed my name and affixed my notarial seal this day of August, 2015.

Jennifer R Cullinan
NOTARY PUBLIC

My Commission Expires: August 20, 2017

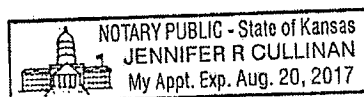


EXHIBIT A
Legal Description

DESCRIPTION OF ATTACHED ACQUISITION PLAT FOR LOT A
CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA.

ACQUISITION PLAT GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

LOT "A" LOCATED IN A PORTION OF PARCEL "D" IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA, AS SHOWN ON EXHIBIT "A", ATTACHED HERETO AND BY REFERENCE MADE A PART THEREOF AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 14; THENCE, N0°25'51"E 715.11' ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE, N89°36'02"W 50.00' TO A POINT ON THE EAST LINE OF SAID PARCEL "D", ALSO BEING THE POINT OF BEGINNING; THENCE, S88°23'39"W 25.02' ALONG THE EASTERLY LINE OF SAID PARCEL "D"; THENCE, N0°25'36"E 73.64' CONTINUING ALONG THE EAST LINE OF SAID PARCEL "D"; THENCE, N90°00'00"W 70.28'; THENCE, NORTHWESTERLY 41.06' ALONG THE ARC OF A 30.00' RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING OF N50°47'16"W AND A DISTANCE OF 37.93'; THENCE, NORTHWESTERLY 159.44' ALONG THE ARC OF A 363.00' RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING OF N24°09'30"W AND A DISTANCE OF 158.16'; THENCE, N36°44'28"W 47.96'; THENCE, NORTHWESTERLY 81.38' ALONG THE ARC OF A 303.00' RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING OF N29°02'49"W AND A DISTANCE OF 81.13'; THENCE, N21°21'10"W 18.12' TO A POINT ON THE NORTH LINE OF SAID PARCEL "D"; THENCE, S88°28'42"W 63.78' ALONG SAID NORTH LINE; THENCE, S21°21'10"E 39.75'; THENCE, SOUTHEASTERLY 97.49' ALONG THE ARC OF A 363.00' RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING OF S29°02'49"E AND A DISTANCE OF 97.20'; THENCE, S36°44'28"E 47.96'; THENCE, SOUTHEASTERLY 194.30' ALONG THE ARC OF A 303.00' RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING OF S18°22'14"E AND A DISTANCE OF 190.99'; THENCE, S0°00'00"E 51.14' TO A POINT ON THE SOUTH LINE OF SAID PARCEL "D"; THENCE, N90°00'00"E 176.30' ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID PARCEL "D"; THENCE, N0°55'44"E 27.07' ALONG THE EAST LINE OF SAID PARCEL "D" TO THE POINT OF BEGINNING, CONTAINING 0.82 ACRES (35,895 SQUARE FEET). SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

NOTE: ALL BEARINGS ARE THE RESULT OF GPS OBSERVATIONS.

{315/022/RELEASE/01008005;1}

RAW

#2015-_____

RESOLUTION ADOPTING TENTATIVE RESOLUTION
PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE
BY THE CITY OF MARSHALLTOWN, IOWA
TO THEISEN DEVELOPMENT CO., L.L.C.
TO THE PROPERTY DESCRIBED HEREIN AND
AUTHORIZING EXECUTION AND DELIVERY OF QUIT CLAIM DEED

WHEREAS the Council of the City of Marshalltown, Iowa did, on the 27th day of July, 2015, place on file a Tentative Resolution whereby it proposed to sell, dispose of and convey the title of the CITY OF MARSHALLTOWN, IOWA to THEISEN DEVELOPMENT CO., L.L.C., the property, located in Marshalltown, Iowa, herein after described; and

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

WHEREAS the purpose of this Resolution is to authorize the conveyance by the CITY OF MARSHALLTOWN, IOWA, to THEISEN DEVELOPMENT CO., L.L.C., of the real estate hereinafter described subject to easements, rights of way and access for public utilities and sewers,

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

Section 1. The Tentative Resolution placed on file in the office of the Clerk of the CITY OF MARSHALLTOWN, IOWA, on the 27th day of July, 2015, whereby it is proposed to sell and dispose of and convey title of the CITY MARSHALLTOWN, IOWA, subject to easements, rights of way and access for public utilities and sewers as set out in Section 2, to the real estate located in the City of Marshalltown described as:

Legally described as follows:

PARCEL "D" LOCATED IN THE NORTH 5.0 ACRES IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 15, TOWNSHIP 83 NORTH, RANGE 18 WEST AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 10, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M. MARSHALL COUNTY, IOWA, AS DESCRIBED IN PLAT OF SURVEY RECORDED JULY 13, 2015, AT FILE 2015-00003378 OF THE RECORDS OF MARSHALL COUNTY, IOWA, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY., subject to reservation by the City for existing right-of-way as a public street,

to Theisen Development Co., L.L.C., is hereby approved and adopted.

Section 2. The conveyance of the real estate as is described in Section 1 of this Resolution shall be by Quit Claim Deed, from the CITY OF MARSHALLTOWN, subject to easements, rights of ways and access being retained for said property for utilities, access and maintenance of utilities, and for such other municipal easement as presently exists. Said easements, rights of way and access will be retained until such time as their retention is no longer desired by the City of Marshalltown, Iowa.

Section 3. The Mayor and Clerk are hereby authorized to execute the Quit Claim Deed, as referred to herein and upon receipt of the consideration therein, deliver the deed to the Buyer and to do all things necessary to carry out said sale.

Passed this 10th day of August, 2015, and signed this ____ day of August, 2015.

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
Quit Claim Deed from The City of Marshalltown to
Theisen Development Co. L.L.C.

I, Kenna Jo Lanbertsen, 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:
July 28, 2015

Statutory fees for publishing said notice are:
27.60

Kenna Jo Lanbertsen

Sworn to before me and subscribed in my
presence by the said Kenna Jo Lanbertsen this
Twenty-Eighth Day of July, 2015

Sandra Plummer

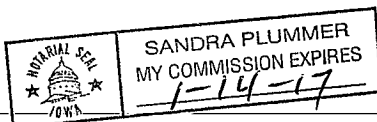
Sandra Plummer, Notary Public

Marshall County, Iowa

Commission No. 766297

Commission Expires January 14, 2017

Account No. and Account Name
L02000 City of Marshalltown



PUBLIC NOTICE

NOTICE OF PUBLIC HEARING
Bid proposals are being accepted. 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 convey and transfer by Quit Claim Deed the following described properties in Marshalltown, Marshall County, Iowa, legally described as:

PARCEL "D" LOCATED IN THE NORTH 5.0 ACRES IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 15, TOWNSHIP 83 NORTH, RANGE 18 WEST AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 10, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M. MARSHALL COUNTY, IOWA, AS DESCRIBED IN PLAT OF SURVEY RECORDED JULY 13, 2015, AT FILE 2015-00003378 OF THE RECORDS OF MARSHALL COUNTY, IOWA, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY,

from the City of Marshalltown to Theisen Development Co., L.L.C.. The consideration for such conveyance shall be the sum of One (1.00) Dollar, plus other good and valuable consideration, and costs of transfer and publication.

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, 10 W State Street, on August 10, 2015, 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
-----19574

SE 10

480-002
705 IOWA AVE W

480-003
605 IOWA AVE W
480-007

222.7
852-00



S 8 ST

IOWA AVE WEST

S 6 ST

SUB OFF

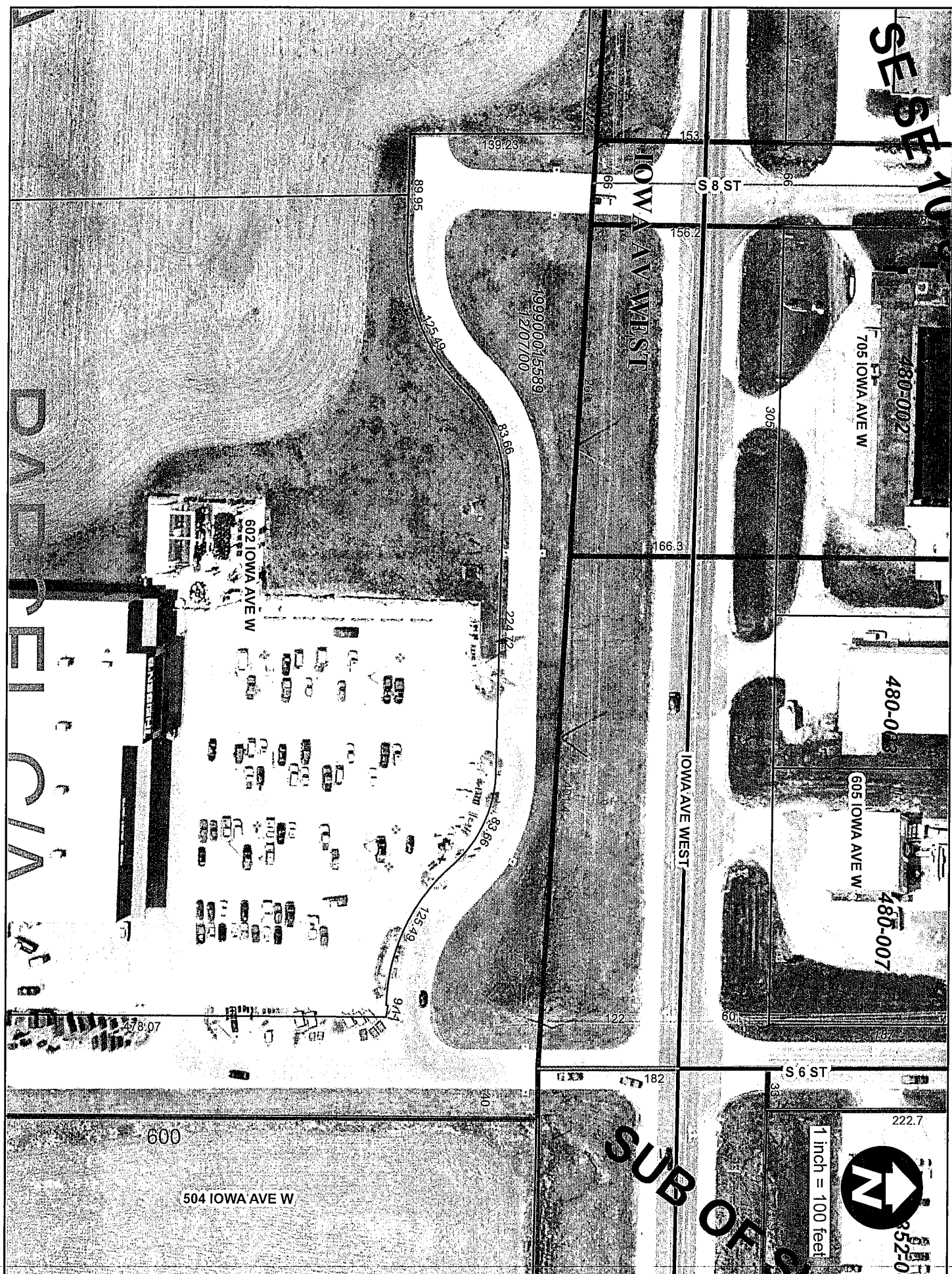
IOWA AVE WEST

199900015589
1207/00

602 IOWA AVE W

504 IOWA AVE W

DAVID C. IAN



Prepared By: Arthur F. Gilloon, Gilloon, Wright & Hamel, P.C., 770 Main Street, Dubuque, IA 52001-6820; (563) 556-6433

Address Tax Statement: Theisen Development Co., L.L.C., Attn: Christopher Theisen, 6201 Chavenelle Road, Dubuque, IA 52002
Return Document: Theisen Development Co., L.L.C., Attn: Christopher Theisen, 6201 Chavenelle Road, Dubuque, IA 52002

QUIT CLAIM DEED

For good and valuable consideration, THE CITY OF MARSHALLTOWN, IOWA, a Municipal Corporation, does hereby Quit Claim to THEISEN DEVELOPMENT CO., L.L.C., an Iowa Limited Liability Company, all of its right, title, interest, estate, claim and demand in the following described real estate in the City of Marshalltown, County of Marshall, State of Iowa:

PARCEL "D" LOCATED IN THE NORTH 5.0 ACRES IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 15, TOWNSHIP 83 NORTH, RANGE 18 WEST AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 10, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M. MARSHALL COUNTY, IOWA, AS DESCRIBED IN PLAT OF SURVEY RECORDED JULY 13, 2015, AT FILE 2015-00003378 OF THE RECORDS OF MARSHALL COUNTY, IOWA, SUBJECT TO BASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

EXEMPT FROM TRANSFER TAX PURSUANT TO IOWA CODE 428.2(6).

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number; according to the context.

Dated: July ____, 2015.

CITY OF MARSHALLTOWN, IOWA

BY: _____
JAMES L. LOWRANCE, Mayor

STATE OF IOWA, MARSHALL COUNTY, ss:

This instrument was acknowledged before me on July ____, 2015, by JAMES L. LOWRANCE.

Notary Public



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

August 7, 2015

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

From: Justin Nickel
Director of Public Works

Re: Construction Options – Highland Acres Road

Policy Issue: None

Recommendation: None

Background: Staff has prepared cost estimate options for repairs to old Highland Acres Road, south of Lincoln Way.

Budget Impact: Dependent upon option selected and budget available

Attachment: Cost Estimate.

cc: Randy Wetmore, City Administrator

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



HIGHLAND ACRES FRONTAGE ROAD

Reclamation w/ Fly Ash	12% Fly Ash & 12" Reclamation*	\$6.75	1378	SY	\$9,303.75
	Double Chip Seal	\$4.00	1378	SY	\$5,513.33
	Traffic Control	\$10,000.00	0	LS	\$0.00
	Mobilization	\$20,000.00	0	LS	\$0.00
					\$14,817.08

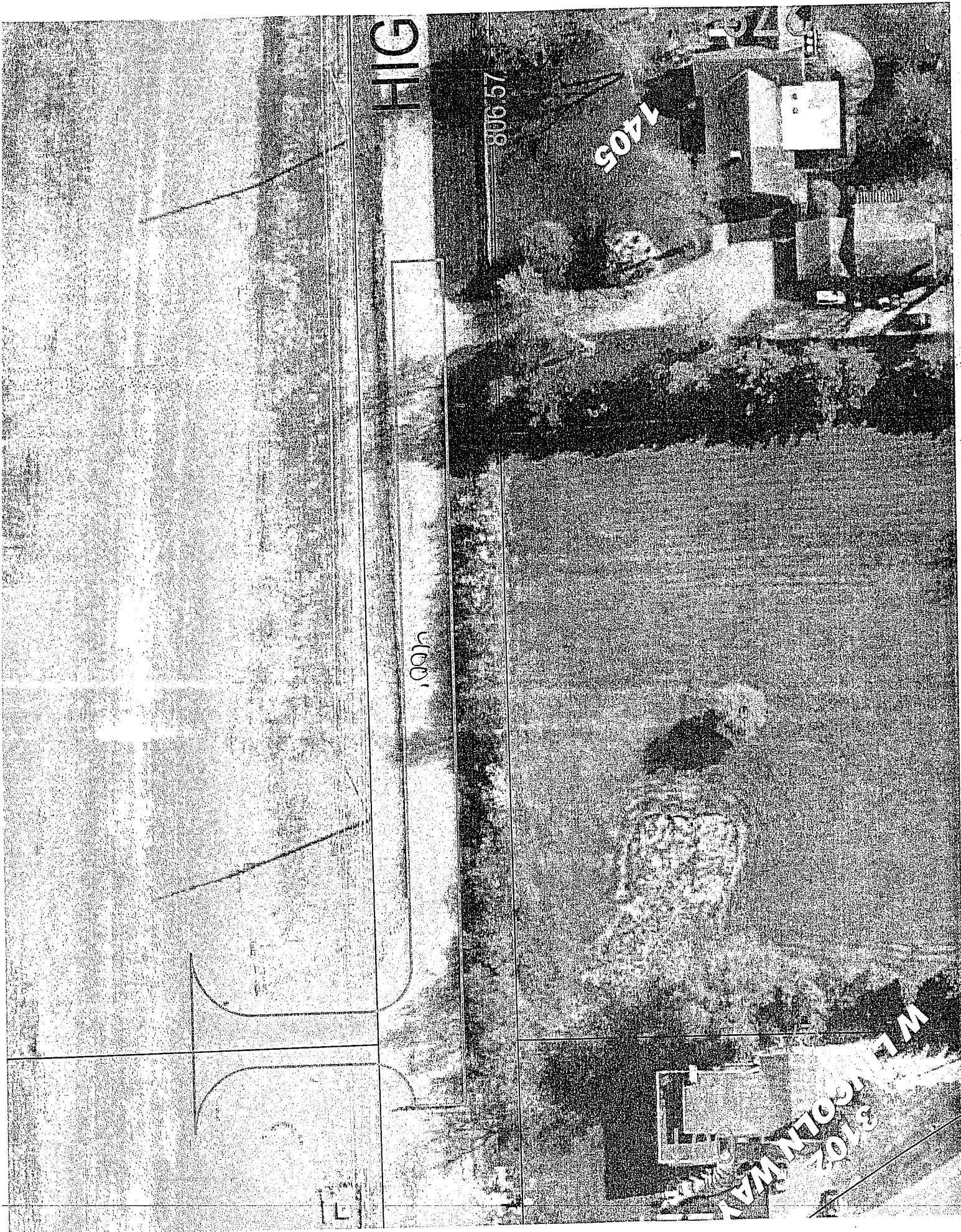
*Unit Cost includes blading, shaping, and compaction.

Treatment Type	Estimated Bid Items	Unit Cost	Quantity	Unit	Estimated Cost
Reclamation w/ Emulsified Asphalt CSS-1	6" Reclamation w/Oil**	\$9.25	1378	SY	\$12,749.58
	Double Chip Seal	\$4.00	1378	SY	\$5,513.33
	Traffic Control	\$10,000.00	0	LS	\$0.00
	Mobilization	\$20,000.00	0	LS	\$0.00
					\$18,262.92

**CSS-1 Emulsified Asphalt shall be incorporated as the stabilizing material at the rate of one (3) gallons per one (1) square yard, six inches (6") in depth of subgrade stabilization.

**Unit Cost includes blading, shaping, and compaction.

Traffic Control and Mobilization are estimated for this comparison.



HIG

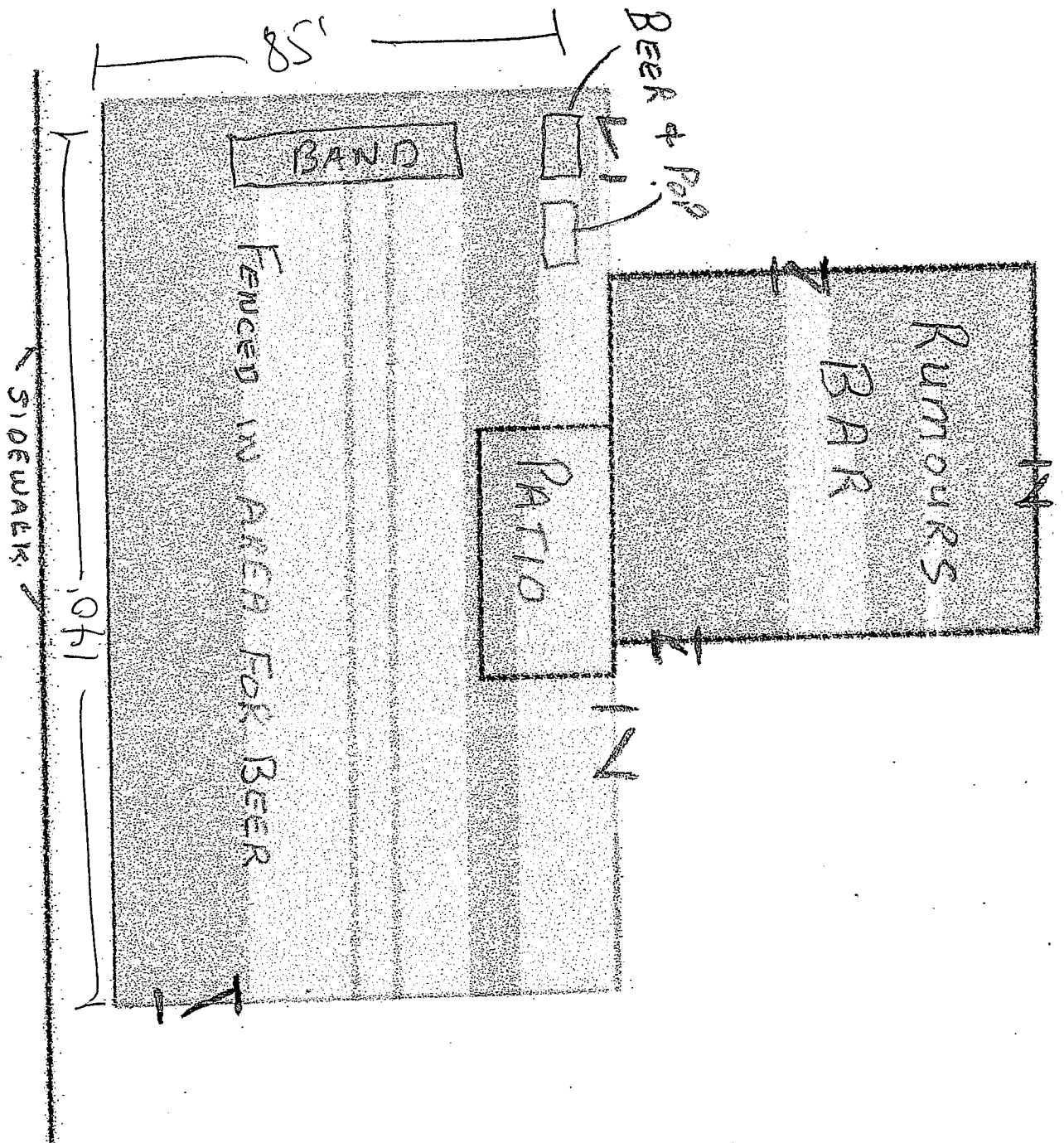
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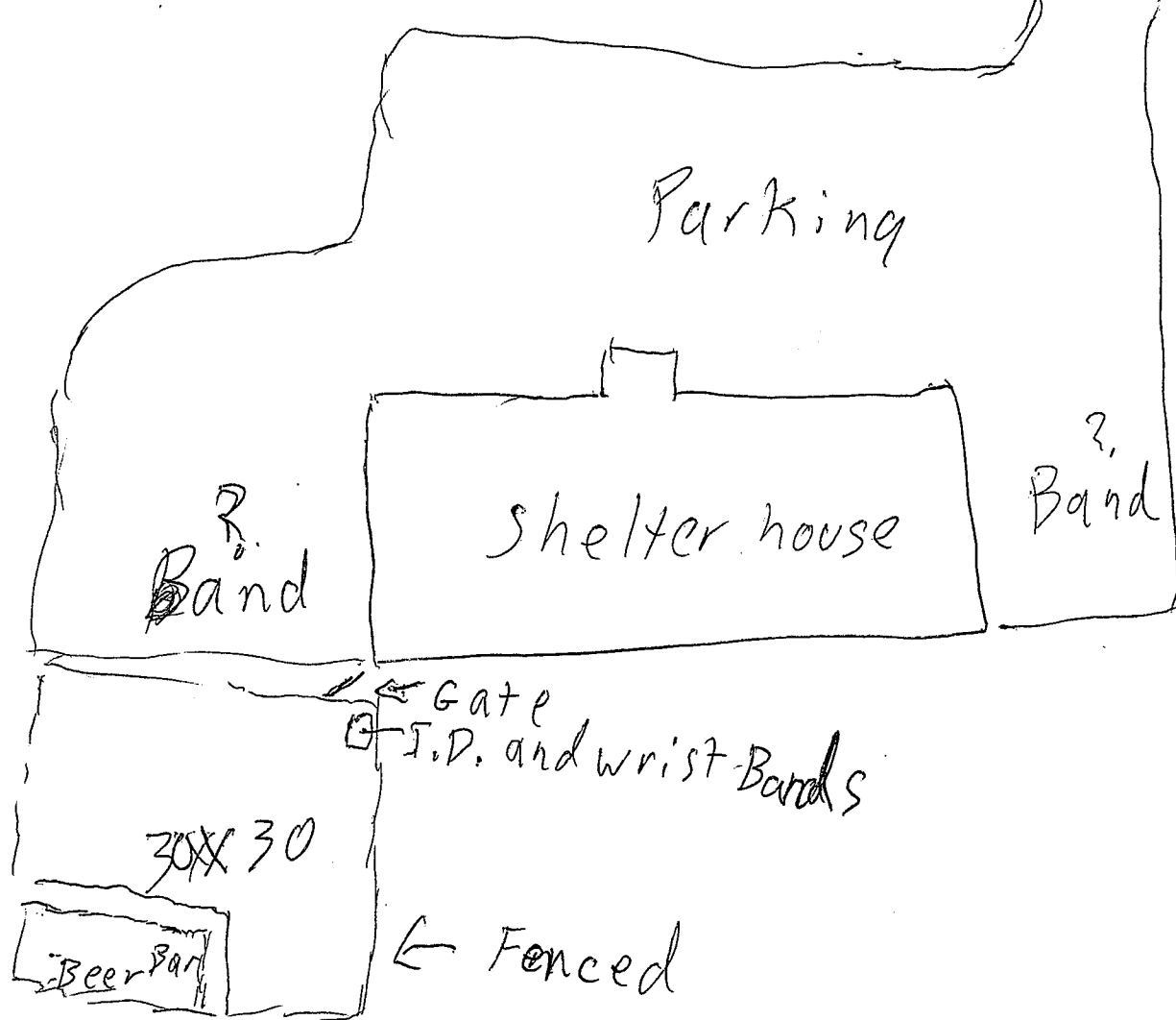
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WILCOX WAY
3102

NORTH



8/29/15 Rumours
Outdoor Service expansion



Or other side Near Band

Aug 28 and 29

The Gathering spot

209 E Main

641-751-0714

Roger
anewer

Thou



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

Housing & Community Development

TO: Mayor and City Council Members

FROM: Michelle Spohnheimer, Housing & Community Development Director *MS*

DATE: August 5, 2015

RE: **Lead Hazard Control Grant Program Subordination**
209 N. Center Street, Toledo, IA 52342

The owner of a property located at **209 N. Center Street, Toledo, IA 52342** participated in the City of Marshalltown HUD Lead Hazard Control Grant Program wherein they received assistance to remediate lead hazards from their home. The assistance was paid for with grant funds made available through the City of Marshalltown HUD Lead Hazard Control Grant Program. The grant funds used to assist households are provided to the owner(s) in the form of a forgivable loan. The loan is forgiven 20% each year after the completion of the project until the end of the fifth year at which time the loan is entirely forgiven. The terms of the forgivable loan are enforced via a lien document that is filed with the County Recorder.

The owners of the property listed above have approached their lending institution with a request to refinance their mortgage. The owners currently have a mortgage rate of at 5.37% and they wish to refinance for a 4.25% fixed rate mortgage. The Amount that will be refinanced is \$131,400. The appraised value of **209 N. Center Street, Toledo, IA 52342** is \$146,000. Originally \$24,360 in grant funds were used with \$4,872 (20%) remaining. The lending institution has requested that the City of Marshalltown's lien take a subordinate position to the financial institution as a condition of refinancing. The council has the authority to agree to subordination. To achieve subordination, a public hearing must be held in consideration of a tentative resolution to authorize subordination. The public hearing has been scheduled for September 14, 2015.

If you have questions, please contact Michelle Spohnheimer at 754-5756 or e-mail mspohnheimer@ci.marshalltown.ia.us

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

Marshalltown



2012

Property Address:	209 N. Center Street, Toledo, IA 52342
Date of Completion:	4/11/2011
Current Mortgage Amount:	\$141,386.40
Original Lien Amount:	\$24,360
% of Lien Forgiven:	80%
Remaining Balance on Lien:	\$4,872
New Mortgage Amount:	\$131,400
Appraised Value:	\$146,000
Lien plus New Mortgage:	\$136,272
Difference:	\$9728
The amount of new mortgage and remaining balance on the lien is LESS THAN the appraised value.	

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

Marshalltown



2012

**RESOLUTION ADOPTING TENTATIVE RESOLUTION
ACCEPTING THE SUBORDINATION AGREEMENT FOR PROPERTY INTEREST
AT 209 N CENTER STREET, TOLEDO, IOWA 52342, HUD LEAD HAZARD
CONTROL PROJECT NO. 53510011.**

WHEREAS the Council of the City of Marshalltown, Iowa did, on the 24th day of August 2015, place on file a Tentative Resolution whereby it proposed to accept subordination of a forgivable lien at 209 N. Center Street, Toledo, Iowa, 52342, property herein after described; and

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

WHEREAS the purpose of this Resolution is to authorize the subordination of the forgivable loan as recorded as Instrument No. 2011-1457 in the records of Tama County, Iowa so the property owners may refinance their home mortgage.

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

Section 1. The Tentative Resolution placed on file in the office of the Clerk of the CITY OF MARSHALLTOWN, IOWA, on the 24th day of August 2015, whereby it is proposed subordinate title of the CITY MARSHALLTOWN, IOWA, to the real estate located in the City of Marshalltown described as:

209 N. Center Street, Toledo, Iowa, 52342

Lot One (1) in Block Four (4) of McRoberts Second Addition to Toledo, Iowa.

is hereby approved and adopted..

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

Passed this ____ day of _____ 2015, and signed this ____ day of _____ 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

**TENTATIVE RESOLUTION ACCEPTING SUBORDINATION AGREEMENT FOR
PROPERTY INTEREST AT 209 N CENTER STREET, TOLEDO, IOWA 52342, HUD
LEAD HAZARD CONTROL PROJECT NO. 53510011**

WHEREAS the owners of a property located at 209 N. Center Street, Toledo, Iowa, 52342 has participated in the Marshalltown CDBG Owner Occupied Rehabilitation Program; and

WHEREAS the nature of the Marshalltown HUD Lead Hazard Control Program is to provide qualifying applicants with forgivable loans for the purpose of remediating lead hazards in their home; and

WHEREAS a lien has been filed to enforce the provisions of the forgivable loan which is recorded as Instrument No. 2011-1457 in the records of Tama County, Iowa; and

WHEREAS the owner of said property wishes to refinance their property mortgage, a provision of which calls for the city's lien to become a subordinate interest to the new mortgage agreement; and

WHEREAS such a provision may be construed as a disposal of an interest in real property pursuant to Section 364.7 of the Code of Iowa, thus necessitating a proposed resolution and public hearing.

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

Section 1. The City of Marshalltown, Iowa by this Tentative Resolution proposes to consent to the filing of the attached Subordination Agreement, which is incorporated and made part of this resolution.

Section 2. The attached Subordination Agreement, shall be for real property located at 209 N. Center Street, Toledo, Iowa, 52342 described as follows:

Lot One (1) in Block Four (4) of McRoberts Second Addition to Toledo, Iowa.

Section 3. 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 ten (10) 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 14th day of September 2015, 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 _____ day of _____ 2015, and signed this _____ day of _____ 2015.

CITY OF MARSHALLTOWN, IOWA

James L Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS Omar Delfino Castanon Holguin and Eugenia Cleotide Castanon are the owners of the following described premises:

Lot One (1) in Block Four (4) of McRoberts Second Addition to Toledo, Iowa.

WHEREAS said property owner has executed a Forgivable Loan in favor of the City of Marshalltown, Iowa (hereinafter referred to as CITY OF MARSHALLTOWN), which is recorded as Instrument No. 2011-1457 in the records of Tama County, Iowa, and the City of Marshalltown is the present lien holder thereof; and

WHEREAS the CITY OF MARSHALLTOWN recognizes said property owner wishes to refinance current mortgage obligations; and,

WHEREAS State Bank of Toledo has requested a condition prior to approving a mortgage loan to said property owner which requires the city's lien to take a subordinate position to the property owner's refinancing efforts.

NOW THEREFORE the City of Marshalltown acknowledges the priority of said mortgage to State Bank of Toledo and specifically subordinates the Marshalltown forgivable loan to said mortgage of State Bank of Toledo; and

The City of Marshalltown further acknowledges the mortgage of State Bank of Toledo as a first and prior lien upon said premises, not to exceed \$141,128 nor be increased without prior written consent of the City of Marshalltown; and

The City of Marshalltown, by the execution of this Subordination Agreement, does not release the lien of its Forgivable Loan, but only subordinates and makes junior such lien to the mortgage of State Bank of Toledo and all correction hereinafter.

Witness the hand and seal of the undersigned this ____ day of _____ 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

STATE OF IOWA
COUNTY OF MARSHALL

On this ____ day of _____ 2015 before me, a Notary Public, appeared James L. Lowrance, Mayor, who being duly sworn, did say that he is the chief elected official of the CITY OF MARSHALLTOWN, and that the foregoing instrument was signed by him/her on behalf of the CITY OF MARSHALLTOWN as the free act and deed of said city. IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal, the date and year last above written.

_____, Notary Public
My commission expires:



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

August 5, 2015

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

From: Justin Nickel
Director of Public Works

Re: Modification of City Code – 20-78 Speed Restrictions

Policy Issue: City policy requires Governing Body approval of change to the City code.

Recommendation: Staff recommends modifying the code for speed restrictions on 18th Avenue, moving the 35 mile per hour restriction from Jackson Street to 500 feet south of East Anson Street.

Background: A temporary traffic signal was installed at East Nevada Street and 18th Avenue. As a safety precaution, Alliant Energy has requested the start of the 35 mph zone be moved further south. This change will not require a public hearing.

Budget Impact: None

Attachment: None

cc: Randy Wetmore, City Administrator

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



ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA
BY AMENDING CHAPTER 20, SECTION 20-78 SPEED RESTRICTIONS,
REDUCING THE SPEED LIMIT ON 18th AVENUE TO 35 MPH
FROM JACKSON STREET TO 500 FEET SOUTH OF EAST ANSON STREET

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

Section 1. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by repealing Section 20-78 and enacting the following as a substitute:

Sec. 20-78. Speed Restrictions.

The following parking lots shall be designated as restricted from parking whenever emergency parking restrictions are instituted on streets and until the parking lots are cleared, and there shall be erected suitable signs in the lots designated:

- a.) Any person driving a motor vehicle on a highway shall drive the vehicle at a careful and prudent speed not greater than or less than is reasonable and proper, having due regard to the traffic, surface and width of the highway and of any other conditions then existing, and no person shall drive any vehicle upon a highway at a speed greater than will permit him to bring the vehicle to a stop within the assured clear distance ahead, such driver having the right to assume, however, that all persons using the highway will observe the law.
- b.) The following shall be the lawful speed, and except as modified, any speed in excess thereof shall be unlawful:
 - 1.) In any business district, 20 miles per hour.
 - 2.) In any residence or school district, 25 miles per hour.
 - 3.) For any motor vehicle drawing another vehicle, except as otherwise specified, 40 miles per hour.
 - 4.) In any suburban district, 45 miles per hour.
 - 5.) That the maximum speed limits on the following designated streets, avenues, roads or drives is hereby established at the rates designated as follows:

<u>ON STREET</u>	<u>FROM STREET</u>	<u>TO STREET</u>	<u>MPH</u>
12TH AVE / GOVERNOR RD	ANSON ST	MERLE HIBBS BLVD	35
12th AVE /GOVERNOR RD	EAST MERLE HIBBS BLVD	SOUTHERLY CITY LIMITS	45
12TH AVE	MAIN ST	ANSON ST	30
12TH ST	1500' S. OF WESTWOOD DR	PRAIRIE LN	45
12TH ST	LINCOLN WAY	OLIVE ST	35
12TH ST	WESTWOOD DR	1500 FEET SOUTH	35
18TH AVE	1/4 MILE S OF OLIVE ST 500' S OF E ANSON ST	HWY 30	55
18TH AVE	HWY 30	BURNS RD	35

<u>ON STREET</u>	<u>FROM STREET</u>	<u>TO STREET</u>	<u>MPH</u>
18TH AVE	JACKSON ST	1/4 MILE SOUTH OF OLIVE	45
18TH AVE	MARION ST	JACKSON ST 500' S OF E ANSON ST	35
1ST AVE	STATE ST	CHURCH ST	20
1ST ST	STATE ST	CHURCH ST	20
2ND AVE	STATE ST	CHURCH ST	20
2ND ST	STATE ST	CHURCH ST	20
233RD ST	WESTERLY CITY LIMITS	CAMPBELL DRIVE	35
3RD AVE	200' N. OF BOONE ST	ANSON ST	35
3RD AVE	NORTH CITY LIMITS	200' N. OF WOODLAND ST	45
3RD AVE	200' N. OF WOODLAND	100' N. OF BROMLEY ST	35
3RD ST	MADISON ST	6TH ST	35
6TH ST	3RD ST	HIBBS BLVD	35
6TH ST	HIBBS BLVD	IOWA AVE WEST	45
6TH ST-WHEN SCHOOL FLASH IS ON	MEADOW LN	WESTWOOD DR.	25
ANSON ST	12TH AVE	BEER GARDEN RD	35
ANSON ST	3RD AVE	12TH AVE	30
ANSON ST	CENTER ST	3RD AVE	35
CAMPBELL DRIVE	233RD ST	OLIVE ST	35
CENTER ST	NEVADA ST	NICHOLAS DR	35
CENTER ST	IOWA AVE	3000' S. OF IOWA AVE	50
CENTER ST	NICHOLAS DR	IOWA AVE	45
CENTER ST	STATE ST	CHURCH ST	20
CHURCH ST	3RD ST	4TH AVE	20
CHURCH ST	4TH AVE	7TH AVE	30
CHURCH ST	9TH ST	3RD ST	30
GOVERNOR ROAD	MERLE HIBBS BLVD	SOUTH CITY LIMITS	35
HIGHLAND ACRES RD	MAIN ST	SOUTH CITY LIMITS	35

<u>ON STREET</u>	<u>FROM STREET</u>	<u>TO STREET</u>	<u>MPH</u>
HWY 30	WEST CITY LIMITS	EAST CITY LIMITS	65
IOWA AVE E	12TH ST	ROSE HILL CEMETERY	50
IOWA AVE W	PARKER AVE	12TH ST	55
IOWA AVE W	ROSE HILL CEMETERY	EAST CITY LIMITS	55
LINCOLN WAY	WEST CITY LIMITS	12TH ST	35
LINCOLN WAY	12TH ST	9TH ST	30
LINN ST	4TH AVE	8TH AVE	30
LINCOLN WAY/ MADISON	9TH ST	6TH ST	30
MADISON ST	6TH ST	4TH AVE	30
MAIN ST	12TH AVE	400' EAST OF 18TH AVE	35
MAIN ST	13TH ST	3RD ST	30
MAIN ST	20TH ST	14TH ST	30
MAIN ST	3RD AVE	8TH AVE	25
MAIN ST	3RD ST	3RD AVE	20
MAIN ST	400' EAST OF 18TH AVE	EAST CITY LIMITS	55
MAIN ST	8TH AVE	12TH AVE	30
MAIN ST	HIGHLAND ACRES	20TH ST	45
MARION ST	N. CENTER ST	N 1ST AVE	10
MARION ST	3RD AVE	18TH AVE	30
NEVADA ST	18TH AVE	QUARRY RD	35
NEVADA ST	4TH AVE	12TH AVE	35
NICHOLAS DR	3RD ST	CENTER ST	35
OLIVE ST	18TH AVE	EAST CITY LIMITS	45
OLIVE ST	6TH ST	CAMPBELL DR	35
OLIVE ST	RAINBOW DR	18TH AVE	35
QUARRY RD	NEVADA ST	EAST TO CITY LLIMITS	35

<u>ON STREET</u>	<u>FROM STREET</u>	<u>TO STREET</u>	<u>MPH</u>
RIVERVIEW PARK RD			15
SOUTHRIDGE RD	EDGEBROOK DR	GOVERNOR ROAD	35
STATE ST	3RD ST	3RD AVE	20
SUMMIT ST	22ND ST	9TH ST	30
SUMMIT ST	VALLEY VIEW RD	22ND ST	45
WEST MERLE HIBBS BLVD	SOUTH CENTER ST	SOUTH 6TH STREET	35
WESTWOOD DR	6TH ST	CAMPBELL DR	35
WESTWOOD DR	6TH ST	FREIBURG COURT	25
WOODLAND ST	3RD AVE	EAST TO END	15

Section 2. That this ordinance shall be in full force and effect after its passage and publication as by law.

Passed this __ day of ____, 2015, and signed this __ day of ____, 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

This is a summary of Ordinance _____ to amend the code of ordinances, City of Marshalltown, Iowa by amending Chapter 20, Section 20-78 speed restrictions. The entire Ordinance is available for review in its entirety at the City Clerk's office, 24 N Center Street, Marshalltown, Iowa, or individuals may request an electronic version of the document by emailing the city clerk, clerk@ci.marshalltown.ia.us.

Sec. 20-78. Speed Restrictions.

The following parking lots shall be designated as restricted from parking whenever emergency parking restrictions are instituted on streets and until the parking lots are cleared, and there shall be erected suitable signs in the lots designated:

- a.) Any person driving a motor vehicle on a highway shall drive the vehicle at a careful and prudent speed not greater than or less than is reasonable and proper, having due regard to the traffic, surface and width of the highway and of any other conditions then existing, and no person shall drive any vehicle upon a highway at a speed greater than will permit him to bring the vehicle to a stop within the assured clear distance ahead, such driver having the right to assume, however, that all persons using the highway will observe the law.
- b.) The following shall be the lawful speed, and except as modified, any speed in excess thereof shall be unlawful:
 - 1.) In any business district, 20 miles per hour.
 - 2.) In any residence or school district, 25 miles per hour.
 - 3.) For any motor vehicle drawing another vehicle, except as otherwise specified, 40 miles per hour.
 - 4.) In any suburban district, 45 miles per hour.
 - 5.) That the maximum speed limits on the following designated streets, avenues, roads or drives is hereby established at the rates designated as follows:

Ordinance _____ decreases the speed limit on 18th Avenue to 35 mph from Jackson Street to 500' south of East Anson Street.

The ordinance shall be in full force and effect after its passage and publication as by law.

/s/ 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

August 5, 2015

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

From: Justin Nickel
Director of Public Works

Re: Modification of City Code – 20-161 No parking anytime

Policy Issue: City policy requires Governing Body approval of change to the City code.

Recommendation: None

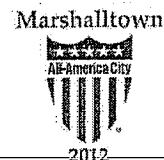
Background: A request has been made to prohibit parking at all times on both sides of the street on West Boone Street from South 12th Street to South 9th Street. The street is 25 feet wide and is currently subject to alternate parking. This change does not require a public hearing.

Budget Impact: None

Attachment: None

cc: Randy Wetmore, City Administrator

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



2012

ORDINANCE AMENDING SECTION 20-161 OF THE CITY CODE, TO PROHIBIT THE
PARKING OF MOTOR VEHICLES AS SPECIFIED HEREIN, PROVIDING FOR THE
PLACEMENT OF SIGNS, AND PROVIDING PENALTIES FOR VIOLATIONS

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

Section 1. The stopping, parking or leave standing of motor vehicles on the following designated streets, avenues, roads or drives is hereby prohibited.

A. On both sides of Boone Street from S 12th Street to S 9th Street.

Section 2. There shall be erected suitable signs in a conspicuous place stating the said parking is prohibited in clear and concise language.

Section 3. Anyone violating the provisions of this ordinance shall, upon conviction, be subject to a fine not exceeding One Hundred (\$100.00) Dollars or to imprisonment not exceeding thirty (30) days.

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

Section 5. This ordinance shall be in full force and effect from and after its passage and publication as by law provided.

Passed this ____ day of _____ 2015, and signed this ____ day of _____, 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

rew

RESOLUTION APPROVING CONTRACT CHANGE ORDER #4 FOR THE
IOWA RIVER SANITARY SEWER INTERCEPTOR
PROJECT NUMBER 59011019
AN INCREASE OF \$14,907.13

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with S.M. Hentges & Sons Inc., of Jordan, MN, for the labor and material for the Iowa River Sanitary Sewer Interceptor Project 59011019; and

WHEREAS an increase is requested to balance final quantities in the amount of \$14,907.13.

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

Section1. That the contract Change Order #4 for Iowa River Sanitary Sewer Interceptor Project 59011019, in the increased amount of \$14,907.13 is hereby accepted and approved.

Passed this 24th day of August 2015 and signed this _____ day of _____, 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Change Order No. 4

Project: Iowa River Sanitary Sewer Interceptor	Date of Contract: May 29, 2014
Owner: City of Marshalltown	Owner's Contract No.: 59011019
Engineer: FOX Engineering Associates, Inc.	Engineer's Project No.: 2407-12W
Contractor: S.M. Hentges & Sons Inc.	Date of Issuance: July 21, 2015

The Contract Documents are modified as follows upon execution of this Change Order:

DESCRIPTIONS:

Item 1 Change the contract units for balance of quantities as included on the attached Balance of Quantity Document.

- Based on Balance of Quantities, add \$14,907.13 to the contract price.

Attachments: CO Requests 16 through 19 and Change Order No. 4 Balance of Quantities

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$5,716,508.72

☐ Increase ☒ Decrease from previously approved Change Orders:

\$207,079.77

Contract Price prior to this Change Order:

\$5,509,428.95

☒ Increase ☐ Decrease of this Change Order:

\$14,907.13

Contract Price incorporating this Change Order:

\$5,524,336.08

CHANGE IN CONTRACT TIMES:

Original Contract ☐ Working ☒ Calendar

Substantial completion:

Phase 1 - October 13, 2014

Phase 2 - August 1, 2014

Phase 3 - June 26, 2015

Phase 4 - June 26, 2015

Ready for final payment: July 27, 2015

☒ Increase ☐ Decrease from previously approved Change Orders:

Substantial completion (days): 11

Ready for final payment (days): 11

Contract Times prior to this Change Order:

Substantial completion:

Phase 1 - October 13, 2014

Phase 2 - August 1, 2014

Phase 3 - July 7, 2015

Phase 4 - June 26, 2015

Ready for final payment: August 7, 2015

☐ Increase ☐ Decrease of this Change Order:

Substantial completion (days): none

Ready for final payment (days): none

Contract Times with all approved Change Orders:

Substantial completion:

Phase 1 - October 13, 2014

Phase 2 - August 1, 2014

Phase 3 - July 7, 2015

Phase 4 - June 26, 2015

Ready for final payment: August 7, 2015

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 7/21/2015

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 7/22/15

Now

RESOLUTION APPROVING CERTIFICATE OF COMPLETION
AND FINAL PROJECT COSTS WITH S.M HENTGES & SONS,
IN THE AMOUNT OF \$5,524,336.08 FOR CONSTRUCTION OF THE
IOWA RIVER SANITARY SEWER INTERCEPTOR PROJECT
IN THE CITY OF MARSHALLTOWN, IOWA,
BEING PROJECT NO. 59011019

WHEREAS, the City of Marshalltown, Iowa has heretofore entered into a contract for labor and material for the Iowa River Sanitary Sewer Interceptor Project.

WHEREAS, said project has been completed by S.M. Hentges & Sons, of Jordan, Minnesota, pursuant to the plans and specifications covering said project.

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

That the labor and material for the Iowa River Sanitary Sewer Interceptor Project, being project number 59011019, is hereby accepted pursuant to the Engineer's Statement of Completion for the final project cost of \$5,524,336.08.

BE IT FURTHER RESOLVED that the Mayor and City Clerk is hereby authorized and directed to do all things necessary to complete the contract with S.M. Hentges & Sons, including the payment of the items called for in said contract and approved for final payment.

Passed this 24th day of August 2015 and signed this ____ day of _____ 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Engineer's Statement of Completion

Project: Iowa River Sanitary Sewer Interceptor	Date of Contract: May 29, 2014
Owner: City of Marshalltown	Owner's Contract No.: 59011019
Engineer: FOX Engineering	Engineer's Project No.: 2407-12W
Contractor: S.M. Hentges & Sons	

I hereby state that the construction of Iowa River Sanitary Sewer Interceptor project by a Contract dated May 29, 2014 has been satisfactorily completed in general conformance with the terms, conditions, and stipulations of the contract documents.

The work was generally completed on July 21, 2015. The contract completion date is August 7, 2015.

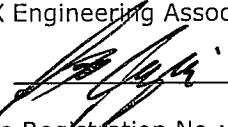
I further state that the total amount due to the Contractor for the fulfillment of said Contract is \$5,524,336.08.

The derivation of this total amount is tabulated on the attached balance of quantities.

The remaining approximately 0.5% (\$32,548.05) shall then be paid no sooner than thirty (30) days following formal acceptance of the construction by the City Council provided that no unpaid claims exist in connection with this Contract. The Contractor may receive interest on any unpaid balance at the maximum legal rate from and after thirty (30) days following acceptance of the project by the City Council.

Signed:

FOX Engineering Associates

By: 

Iowa Registration No.: 18924

Date: 7/21/2015

FOX PN: 240712W.600

Distribution:

Engineer
Contractor
Owner
IDNR

Accepted by:

Owner: _____

Resolution: _____

Date: _____

Signed: _____

Title: _____

Attest: _____

2120

RESOLUTION APPROVING CONTRACT CHANGE ORDER #1
FOR THE 2015 COLUMBUS DR. AND CRESTVIEW DR. REPAIR
PROJECT NUMBER 76015002
AN INCREASE OF \$7,392.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Construct Inc., of Marshalltown, IA, for the labor and material for the 2015 Columbus Dr. and Crestview Dr. Repair, Project 76015002; and

WHEREAS An increase is requested for two additional work items to successfully complete the project for the 2015 Columbus Dr and Crestview Dr Repair Project in the amount of \$7,392.00.

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

Section1. That the contract Change Order #1 for the 2015 Columbus Dr. and Crestview Dr. Project 76015002, in the increased amount of \$7,392.00, is hereby accepted and approved.

Passed this 24th day of August 2015 and signed this _____ day of August 2015.

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

August 4, 2015

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

From: Justin Nickel
Director of Public Works

Re: Change Order #1 – Construct, Inc. for Columbus and Crestview Repair Project
(76015002)

Policy Issue: City policy requires all change orders to be approved and reported in the same manner as the original contract.

Recommendation: Staff recommends approving Change Order #1 which increases the contract amount by \$7,392.

Background: Change Order #1 includes two additional work items and increases the quantity for 8 inch choke stone subbase. The additional items include removal and replacement of a storm sewer intake and removal and replacement of 92 feet of 30 inch curb and gutter.

Budget Impact: Additional costs of \$7,392, increasing the total project amount to \$239,054.50

Attachment: Change Order #1

cc: Randy Wetmore, City Administrator

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



2012

CITY OF MARSHALLTOWN
PROJECT NO. 76015002
2015 Columbus Dr. & Crestview Dr. Repair Project

CONTRACTOR: Con-Struct Inc.

Change Order 1
(Final Quantities)
DATE OF THIS ESTIMATE: 7/28/2015
CONTRACT AMOUNT: \$231,662.50

ITEM NO.	ITEM	QUANTITY	UNIT	CONTRACT PRICE	COMPLETE TO DATE	DOLLAR AMOUNT
1	Excavation, Class 13	1,389.0	CY	\$ 12.50	1,389.0	\$ 17,362.50
2	Triax Geogrid Fabric	3,956.0	SY	\$ 5.00	3,956.0	\$ 19,780.00
3	8" Choke Stone Subbase	3,956.0	SY	\$ 12.00	4,046.0	\$ 48,552.00
4	HMA: 3", 3/4" Base Mix & 2", 1/2" Surface Mix and Asphalt Binder, PG 64-22	3,956.0	SY	\$ 33.00	3,956.0	\$ 130,548.00
5	Manhole Boxout	5.0	EA	\$ 1,800.00	5.0	\$ 9,000.00
6	Construction Survey	1.0	LS	\$ 1,000.00	1.0	\$ 1,000.00
7	Traffic Control	1.0	LS	\$ 1,500.00	1.0	\$ 1,500.00
8	Mobilization	1.0	LS	\$ 5,000.00	1.0	\$ 5,000.00
Total Items 1-8						\$ 232,742.50

EXTRA WORK ORDER

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	COMPLETE TO DATE	DOLLAR AMOUNT
1	Intake Removal/Replace	1.0	EA	\$3,000.00	1.0	\$3,000.00
2	30" Curb and Gutter	92.0	LF	\$36.00	92.0	\$3,312.00

Total: \$6,312.00

Total Cost \$239,054.50
Original Contract Amount \$231,662.50
Final Quantities Cost Adjustment \$7,392.00
NEW CONTRACT AMOUNT \$ 239,054.50


Approved By Contractor: Con-Struct Inc.

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

CHANGE ORDER #1

OWNER: CITY OF MARSHALLTOWN, IOWA
DEPARTMENT OF PUBLIC WORKS

CONTRACTOR: CON-STRUCT INC.
1710 E. MAIN ST
MARSHALLTOWN IOWA 50158

PROJECT: 2015 Columbus Dr. & Crestview Dr. Repair Project

SUBJECT: CHANGE ORDER #1

PROJECT NUMBER 76015002

DATE: July 28, 2015

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

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

CONTRACT ITEMS:

7001) CONTRACT ITEM 1: Increase the amount of 8" Choke Stone Subbase by 90 square yards.

NON-CONTRACT ITEMS (EXTRA WORK ORDER):

8001) Intake Removal/Replace

8002) 30" Curb and Gutter

B) REASON FOR ORDERING CHANGES OR EXTRA WORK:

CONTRACT ITEMS:

7001) CONTRACT ITEM 1: The increase in the amount of 8" Choke Stone Subbase was due to the poor soil conditions encountered one excavation was complete.

NON-CONTRACT ITEMS (EXTRA WORK ORDER):

8001) Intake wall was partially collapse prior to construction commencement.

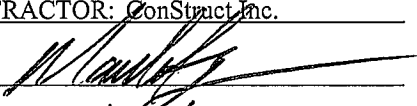
8002) Portions of curb and gutter sections were in poor condition and not draining properly

Original Contract Price:	\$231,662.50
Non-Contract Item (Extra Work Order)	\$ 6,312.00
Final Quantity Adjustment	\$ 1,080.00
Change Order #1 Net Value:	\$ 7,392.00
Final Contract Price:	\$239,054.50

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

CONTRACTOR: ConStruct Inc.

CITY ENGR: _____

BY: 

DATE: _____

DATE: 7/29/15

PROJECT ENGR: _____

DATE: _____

TZW

RESOLUTION APPROVING QUOTE AND AWARD TO CON-STRUCT INC. _
FOR THE CONSTRUCTION OF SOUTH 7TH AVENUE REPAIR PROJECT 76015013
IN THE CITY OF MARSHALLTOWN, IOWA,
IN THE AMOUNT OF \$58,100.00

WHEREAS, the City of Marshalltown, Iowa, requested quotes from various local contractors, for the construction of the South 7th Avenue Repair Project 76015013 and,

WHEREAS, Con-Struct Inc. submitted the low bid quote which is now before this Council for final approval.

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

That the quote of Con-Struct Inc., of Marshalltown IA, for the construction of South 7th Avenue Repair Project, IN THE CITY OF MARSHALLTOWN, IOWA, IN THE AMOUNT OF Fifty eight thousand one hundred and no/100 Dollars (\$58,100.00) is hereby accepted and approved and shall be used to pay for said repairs.

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

Passed this 10th day of August 2015, and signed this ____ day of August 2015.

CITY OF MARSHALLTOWN

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

August 4, 2015

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

From: Justin Nickel
Director of Public Works

Re: Approve Quote and Award Construction Contract – Con-struct Inc. for 7th Avenue Repair Project (76015013) amount of \$58,100.00.

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

Recommendation: Staff recommends awarding the construction contract to Con-struct Inc. for the 7th Avenue project for an amount equal to \$58,100.00. The Engineers Estimate of probable cost was \$78,958.00.

Background: 7th Avenue was not included in the 2015 Street repair program. In February of 2015 the street department noticed failed pavement and city crews made temporary repairs in the spring. Construction includes removal of failed asphalt, subgrade stabilization using geogrid fabric, installation of stone sub-base and repaving the street with asphalt five inches thick, twenty four feet wide.

Budget Impact: This project will be funded with bond revenues.

Attachment: Agreement.

cc: Randy Wetmore, City Administrator

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

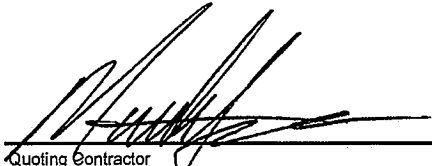


COMPETITIVE QUOTE

S 7th Avenue Repair

ITEM NO.	ITEM	UNIT	QUANTITY	CONTRACT UNIT PRICE	COST
1	EXCAVATION, CLASS 13	CY	360.0	12.50	4500.00
2	TRIAX GEOGRID FABRIC	SY	1,000.0	5.00	5000.00
3	8" CHOKE STONE SUBBASE	SY	1,000.0	12.00	12000.00
4	HMA; 3", 3/4" BASE MIX & 2", 1/2" SURFACE MIX and ASPHALT BINDER, PG 64-22	SY	1,000.0	33.00	33,000.00
5	MANHOLE BOXOUT	EA	2	1800.00	3600.00
Totals					58,100.00

7/2/15


 Quoting Contractor
 Con-Struct Inc.

COMPETITIVE QUOTE

S 7th Avenue Repair

ITEM NO.	ITEM	UNIT	QUANTITY	CONTRACT UNIT PRICE	COST
1	EXCAVATION, CLASS 13	CY	360.0	31 ⁰⁰	11,160 ⁻
2	TRIAX GEOGRID FABRIC	SY	1,000.0	5.40	5,400 ⁰⁰
3	8" CHOKE STONE SUBBASE	SY	1,000.0	18.50	18,500 ⁰⁰
4	HMA; 3", 3/4" BASE MIX & 2", 1/2" SURFACE MIX and ASPHALT BINDER, PG 64-22	SY	1,000.0	37 ⁰⁰	37,000 ⁰⁰
5	MANHOLE BOXOUT	EA	2	1500 ⁰⁰	3,000 ⁻
Totals					75,060 ⁰⁰

Day Construction

Quoting Contractor

by R.D.

CONTRACT

S. 7th Avenue Repair Project Project No. 76015013

THIS AGREEMENT, made and entered into by and between the **City of Marshalltown**, Marshall County, Iowa, hereinafter referred to as the "**Owner**", and **Con-Struct Inc.**, hereinafter referred to as the "**Contractor**":

WITNESSETH: That the Contractor for and in consideration of the sum Fifty-Eight Thousand One Hundred and .00/100 dollars (\$58,100.00), payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders, the various items of work as follows:

ITEM	ITEM	UNIT	QUANTITY	UNIT PRICE	DOLLAR AMOUNT
1	EXCAVATION, CLASS 13	CY	360.0	\$12.50	\$4,500.00
2	TRIAX GEOGRID FABRIC	SY	1000.0	\$5.00	\$5,000.00
3	8" CHOKE STONE BASE	SY	1000.0	\$12.00	\$12,000.00
4	HMA; 3", ¾" BASE MIX & 2", ½" SURFACE MIX and ASPHALT BINDER, PG 64-22	SY	1000.0	\$33.00	\$33,000.00
5	MANHOLE BOXOUT	EA	2	\$1,800.00	\$3,600.00
				TOTAL	\$58,100.00

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

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

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

Upon execution of this contract and prior to commencing any work, the Contractor shall furnish the Performance, Payment, and Maintenance Bond in the form provided by the City of Marshalltown for the sum equal to the total amount of the project. The maintenance section of the bond shall guarantee suitable repairs of any defects or failures due to deficiencies in materials or inadequacies in workmanship for a period of four (4) years for all improvements following completion of construction.

That it is further understood and agreed by the parties of this contract that the above work will be substantially completed on or before September 30th, 2015, and that time is the essence of this contract. For each calendar day that any work shall remain uncompleted beyond the completion date specified, liquidated damages will be assessed at \$125 per day as specified in the Proposal form. Contractor shall perform all work in a workmanlike manner.

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

RWD

RESOLUTION APPROVING ENGINEERING SERVICES CONTRACT WITH FOX
ENGINEERING ASSOCIATES, INC., AND THE CITY OF MARSHALLTOWN FOR
THE WPCP BIOGAS GENERATOR PROJECT IN THE CITY OF
MARSHALLTOWN, IOWA, BEING PROJECT NUMBER 52015014
IN THE AMOUNT OF \$74,900.00

WHEREAS the contract with FOX Engineering Associates, Inc., for Engineering Services for the WPCP Biogas Generator Project and that the said contract for is now before this Council for final approval.

WHEREAS FOX Engineering Associates, Inc., of Ames, 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 for the WPCP Biogas Generator Project in the amount of \$74,900.00, be accepted and approved.

Passed this 24th day of August 2015, and signed this ____ day of August 2015.

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

August 6, 2015

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

From: Justin Nickel
Director of Public Works

Re: Agreement – Fox Engineering for engineering services for WPCP Biogas Generator (52015014)

Policy Issue: City policy requires Governing Body approval of Agreements when consideration exceeds \$35,000.

Recommendation: Staff recommends approving the Agreement with Fox for design and procurement of the Caterpillar 398 biogas generator replacement project for a fee not to exceed \$74,900. Fox's services include engineering design and procurement bidding. The improvements consist of installation of a new biogas generator to replace the Caterpillar 398.

Background: The existing generator has reached the end of its useful life. Fox performed a study on rebuild or replacement options. This design contract will procure a new generator and design the improvements around this new piece of equipment.

Budget Impact: The project will be funded with enterprise funds from the Water Pollution Control Plant.

Attachment: Agreement.

cc: Randy Wetmore, City Administrator

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



2012

CITY OF MARSHALLTOWN, IOWA

PUBLIC WORKS DEPARTMENT

**STANDARD AGREEMENT
FOR
ENGINEERING SERVICES**

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

WITNESSETH:

WHEREAS, the Owner wishes to employ the Engineer to perform professional engineering services on the WPCP Biogas Engine Replacement project – Number 52015014. These services include providing engineering design, procurement bidding, construction documents, and construction related services for the replacement of the Caterpillar 398 biogas cogeneration engine at the Water Pollution Control Plant (WPCP) located in the City of Marshalltown. The improvements will include installation of a new biogas cogeneration engine to replace the Caterpillar 398 (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 _____, 2015.

ARTICLE 2 - GOVERNING LAW

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

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform the Services described in Exhibit A, Scope of Services, in accordance with applicable sections of the City of Marshalltown Storm and Sanitary Sewer Specifications and the Iowa Department of Natural Resources Wastewater Facilities Design Standards, which attachment is made part of this Agreement.

ARTICLE 4 - COMPENSATION

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

ARTICLE 5 – OWNER’S RESPONSIBILITIES

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

ARTICLE 6 - SUPPLEMENTAL AGREEMENTS

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

ARTICLE 7 - PROJECT SCHEDULE

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

ARTICLE 8 - STANDARD OF CARE

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

ARTICLE 9 - INDEMNIFICATION AND INSURANCE

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

Engineer specifically agrees that this duty to indemnify and hold harmless will apply to the following:

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

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

The insurance coverages are as follows:

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

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

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

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

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

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 12 - REUSE OF DOCUMENTS

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

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

ARTICLE 14 - TERMINATION

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

ARTICLE 15 - DELAY IN PERFORMANCE

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

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

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

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

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

ARTICLE 16 - COMMUNICATIONS

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

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

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

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

ARTICLE 17 - WAIVER

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

ARTICLE 18 - SEVERABILITY

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

ARTICLE 19 - INTEGRATION

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

ARTICLE 20 - SUCCESSORS AND ASSIGNS

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

ARTICLE 21 - ASSIGNMENT

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

ARTICLE 22 - THIRD PARTY RIGHTS

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

ARTICLE 23 – RELATIONSHIP OF PARTIES

Nothing contained herein shall be construed to hold or to make the Owner a partner, joint venturer, or associate of Engineer, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that

the relationship between the parties hereto is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

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

James Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Date

Engineer

By: Keith Hobson, P.E., President
FOX Engineering Associates, Inc.

**EXHIBIT A
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Marshalltown, Iowa
Engineer: FOX Engineering Associates, Inc.
Project Number & Name: 52015014 – WPCP Biogas Engine Replacement

Engineer's Scope of Services

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

PART 1 – BASIC SERVICES

The project is specifically defined below:

The WPCP Biogas Engine Replacement project will consist of the procurement bid and installation of a new 300-350 kW biogas cogeneration engine to produce electricity and heat using biogas from the anaerobic digesters or natural gas. This engine is intended to replace the Caterpillar 398 that is currently inoperable. It is intended that the new machine will be installed in the same general vicinity as the 398. Project includes the incorporation of the new machine's electrical and heat rejection output into the plant's existing systems. Work includes:

- Heating system supply/return piping and valves
- Exhaust piping, muffler and insulation, including exhaust system drains as needed.
- Fuel supply piping and accessories, natural gas and biogas.
- Electrical main power output and auxiliary power inputs.
- Electrical control circuits for engine/controller, as needed.
- Verify and adjust existing equipment/controls and settings (genset controller network, plant PLC/SCADA, generator paralleling, main switchgear circuit breaker settings, paralleling switchgear controls, and Schweitzer relay settings).
- Modifications to the roof as part of the removal of the existing 398 and to accommodate the exhaust system of the new machine.
- Modifications to the Compressor Building to allow removal of the 398 and installation of the new machine.
- Verify and adjust support for the new machine.

After the procurement bidding and selection of a single manufacturer/configuration, detailed shop drawings will be required from the winning bidder. Once the shop drawings have been reviewed and accepted, the final design will be completed to bid the installation of the new equipment. It is anticipated that a minimum of two (2) manufacturers, and up to five (5), will be approved to submit a procurement bid.

It is not anticipated, or included, that an evaluation of the hot water heating system control and loop will be needed. It is intended that the new equipment be specified to work with the current control scheme and cooling loop configuration and capacity.

A1.01 Study and Report Phase

A. Previously completed. See report dated May 20, 2015.

A1.02 Preliminary Design Phase – Task 410

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

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
2. Attend design review meetings once a month, take and distribute minutes. Hold a design review conference call about two (2) weeks from the in-person review meeting each month, take and distribute minutes.
3. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories that comprise Total Project Costs.
4. Furnish one electronic (PDF) review copy of the Preliminary Design Phase documents and any other deliverables to Owner.
5. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner an electronic copy of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables.

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

A1.03 Procurement Design Phase – Task 420

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

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by the Manufacturer. If appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute. The Bidding and Contract Documents shall use the EJCDC documents.
2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.
4. Perform or provide the following additional Procurement Design Phase tasks or deliverables:
 - a. Services to make measured drawings of and to investigate existing conditions of the existing 398 cogeneration area dimensions and elevations.
5. Attend design review meetings once a month, take and distribute minutes. Hold a design review conference call about two (2) weeks from the in-person review meeting each month, take and distribute minutes.
6. Prepare Bidding Documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Furnish one (1) electronic (PDF) review copy of the Bidding Documents and any other deliverables to Owner.
7. Revise the Bidding Documents in accordance with comments and instructions from the Owner, as appropriate, and submit three (3) final copies and an electronic (PDF) copy of the Bidding Documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner.

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

A1.04 Procurement Bidding Phase – Task 440

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

1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and receive and process deposits or charges for the Bidding Documents.
2. Distribute plans, specifications and bid documents to prospective bidders in accordance with Iowa Code. FOX will use an electronic plan service for distribution of an unlimited number of contract documents. Hard copies will be provided at no charge to those unable to use the electronic method of distribution.
3. Receive and respond to contractor questions and prepare clarification or additional language for addendum, if necessary.
4. Provide information or assistance needed by Owner in the course of any negotiations with prospective bidders.
5. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

B. The Procurement Bidding or Negotiating Phase will be considered complete upon award of the procurement contract.

A1.05 Final Design Phase – Task 421

A. After award of the procurement contract, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute. The Bidding and Contract Documents shall use the EJCDC documents.
2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.
4. Perform or provide the following additional Final Design Phase tasks or deliverables:
 - a. Prepare IDNR construction permit application documents and assist OWNER in obtaining necessary permit(s).
 - b. Prepare IDNR air permit application documents and assist Owner in obtaining necessary permit(s). Air permit modeling is NOT included.
 - c. Review shop drawing(s) from the awarded manufacturer of equipment.
 - d. A Storm Water Pollution Prevention Permit is not anticipated to be necessary on this project.
5. Attend design review meetings once a month, take and distribute minutes. Hold a design review conference call about two (2) weeks from the in-person review meeting each month, take and distribute minutes.
6. Prepare Bidding Documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Furnish an electronic (PDF) review copy of the Bidding Documents and any other deliverables to Owner.

7. Revise the Bidding Documents in accordance with comments and instructions from the Owner, as appropriate, and submit three (3) final copies and one (1) electronic (PDF) copy of the Bidding Documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner.

B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A1.05.A.6 have been delivered to Owner.

A1.06 Construction Bidding Phase – Task 441 – To Be Determined

A1.07 Construction Phase – Task 600 and Task 700 (RPR) – To Be Determined

A1.08 Post-Construction Phase – Task 690 – To Be Determined

PART 2 -- ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

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

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

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

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

4. Services resulting from Owner's request to evaluate additional alternative solutions or equipment beyond those identified in the scope of work of the Standard Agreement.

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

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

7. Perform and prepare modeling for an application for an IDNR air permit.

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

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

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

(End of Exhibit A)

**EXHIBIT B
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Marshalltown, Iowa
Engineer: FOX Engineering Associates, Inc.
Project Number & Name: 52015014 – WPCP Biogas Engine Replacement

COMPENSATION - Payments to ENGINEER for Services and Reimbursable Expenses

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

B1.01 Compensation For Basic Services

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

1. Fees in the amount of \$74,900.00 (*w/o air permit modeling) on the following assumed distribution of compensation:

Task 410 – Preliminary Design Phase	fixed fee	\$13,700.00
Task 420 – Procurement Design Phase	fixed fee	\$22,400.00
Task 440 – Procurement Bidding Phase Services	fixed fee	\$5,800.00
Task 421 – Final Design Phase	fixed fee	\$33,000.00
* IDNR Air Permit Modeling	hourly est	\$10,000.00

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total compensation amount unless approved in writing by the Owner.
3. The portion of the Fixed Fee amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Fixed Fee.
4. Hourly rates for each classification are as defined by the Engineer's rate schedule, see 2015 Fee Schedule. Hourly charge rates are subject to adjustment annually on January 1. Overtime, when authorized by the Owner, will be billed at the normal hourly rate times the rates listed (non-engineer time only).
5. 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, reproduction, and similar project related expenses.

B1.04 Compensation Procedures

- A. Payments shall be made monthly in amounts which are consistent with the amount of engineering services provided, as determined by the Engineer.
- B. The entire amount of each statement shall be due and payable upon receipt by the Owner.
- C. It is understood and agreed:
- a. That the Engineer shall start the performance of the Services within 10 days of receipt of a notice to proceed and shall complete the work in accordance with the contract times set forth in the Exhibit E, Project Schedule.

- b. That the Engineer shall keep records on the basis of generally accepted accounting practice of costs and expenses which records shall be available for inspection at all reasonable times.

(End of Exhibit B)



2015 Fee Schedule

<u>Staff Category</u>	<u>Hourly Billing Rate</u>
Engineer	\$107.00
Project Engineer	\$134.00
Senior Project Engineer	\$145.00
Project Manager	\$155.00
Senior Project Manager	\$193.00
Principal	\$220.00
Engineering Technician I	\$74.00
Engineering Technician II	\$84.00
Engineering Technician III	\$94.00
Engineering Technician IV	\$109.00
Engineering Technician V	\$125.00
Administrative Assistant I	\$64.00
Administrative Assistant II	\$79.00

Hourly billing rates include salary costs, normal employee benefits, overhead, profit, and general office expenses such as telephone, facsimile, photocopy, word processing, postage, and basic supplies.

Listed rates are effective through December 31, 2015.

BILLABLE EXPENSES: Billable expenses include specialty vehicles (\$0.65/mile) and use of personal vehicles (at current IRS rate). A listing of all billable expense charges is available as applicable.

REIMBURSABLE EXPENSES: Reimbursable expenses include costs for meals and lodging when overnight stay is required for the project, costs for special mailing/printing, costs for materials and supplies purchased for specific use on the project, and costs of outside consultants used on the project.

**EXHIBIT C
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Marshalltown, Iowa
Engineer: FOX Engineering Associates, Inc.
Project Number & Name: 52015014 – WPCP Biogas Engine Replacement

Owner's Responsibilities

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

- A. Make available to the Engineer all records, reports, maps, and other data pertinent to provision of the services required under this contract.
- B. Examine all plans, specifications and other documents submitted by the Engineer and render decisions promptly to prevent delay to the Engineer.

Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

- C. Designate one City of Marshalltown employee as the Owner representative with the 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.
- D. Issue notices to the Engineer for each phase of the design services.

Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

- E. Arrange for access to and make provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer and render in writing timely decisions pertaining thereto.
- G. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- H. Provide, as required for the Project:
 - 1. Placement and payment for advertisement for Bids in appropriate publications.
 - 2. Reimburse Engineer for production and shipping costs associated with providing plans and specifications to prospective bidders, including electronic distribution.
 - 3. Pay for, or reimburse Engineer, for permit application fees.

- I. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- J. Attend the pre-bid conference, bid opening, pre-construction conferences (if any), construction progress and other job related meetings, and Substantial Completion and final payment inspections.

(End of Exhibit C)

**EXHIBIT D
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Marshalltown, Iowa
Engineer: FOX Engineering Associates, Inc.
Project Number & Name: 52015014 – WPCP Biogas Engine Replacement

Supplemental Agreements

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

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

**EXHIBIT E
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Marshalltown, Iowa
Engineer: FOX Engineering Associates, Inc.
Project Number & Name: 52015014 – WPCP Biogas Engine Replacement

Project Schedule

Owner and Engineer recognize that the schedule is critical to the completion of the project and that Owner may suffer financial loss if the work is not completed within the times stipulated herein, plus any extensions thereof. Accordingly, Engineer has established time intervals, in calendar days, for submittals at various stages of the project as detailed below. As each actual submittal date occurs, Engineer shall meet with Owner to discuss the progress of the work and the actual submittal date shall be documented. If project is behind schedule, the reason shall be recorded. Engineer shall not be responsible for the time required by Owner's representative to review Engineer's submittal. When review is complete, Owner shall, in writing, authorize Engineer to proceed to the next submittal date. After final submittal date, Engineer and Owner shall meet to evaluate Engineer's performance with regard to design schedule. An Engineer's Project Performance Evaluation form shall be completed and acknowledged by both Owner and Engineer. Completed form shall be retained by Owner for a period of five years and reviewed prior to consultant selection for City projects. Past performance shall be accounted for on the evaluation sheet used to rank consultants during the interview process.

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

Engineer will submit to the City progress reports at monthly intervals in conformity with the official project schedule. Engineer will make plan submissions to Owner based on the following schedule:

ITEM	DATE	COMMENTS
Project Initiation	Sept 2015	
Preliminary Design	Sept-Oct 2015	WEFTEC review
Procurement Design	Oct-Nov 2015	Site visits for final selection
Procurement Bidding	Dec 2015-Jan 2016	Bid opening early-mid Jan
Equipment Shop Drawing	Feb-April 2016	Detailed shop drawings from equipment vendor to be submitted
Final Design	May-June 2016	
IDNR Permit Review	July-Aug 2016	
Construction Bidding	Sept 2016	
Construction	Oct 2016-Feb 2017	
Post-Construction	Mar 2017-Feb 2019	

**EXHIBIT F
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Marshalltown, Iowa
Engineer: FOX Engineering Associates, Inc.
Project Number & Name: 52015014 – WPCP Biogas Engine Replacement

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

The Agreement is supplemented to include the following agreement of the parties:

1.01 Resident Project Representative

A. Engineer shall furnish a Resident Project Representative (“RPR”), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.

B. Through such additional observations of Contractor’s work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor’s work in progress, supervise, direct, or have control over the Contractor’s Work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor’s work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor’s performing and furnishing the Work, or responsibility of construction for Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in section A.1.05 of Exhibit A of the Agreement are applicable.

C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR is Engineer’s agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions. RPR’s dealings in matters pertaining to the Contractor’s work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary. RPR’s dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. *Liaison:*

a. Serve as Engineer’s liaison with Contractor, working principally through Contractor’s superintendent, assist in providing information regarding the intent of the Contract Documents.

b. Assist Engineer in serving as Owner’s liaison with Contractor when Contractor’s operations affect Owner’s on-Site operations.

c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

6. *Shop Drawings and Samples:*

a. Record date of receipt of Samples and approved Shop Drawings.

b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

8. *Review of Work and Rejection of Defective Work:*

a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. *Inspections, Tests, and System Startups:*

a. Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

10. *Records:*

a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.

d. Maintain records for use in preparing Project documentation.

e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. *Reports:*

a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion:*

- a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.