1. Agenda

    Documents:

        AGENDA.PDF

2. Supporting Meeting Documents

    Documents:

        PACKET.PDF
        WPCP BIOGAS GENERATOR.PDF

COUNCIL AGENDA

CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET

JULY 13, 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 June 22, 2015.
2. Approve Bill List in the amount of $1,357,152.49
3. Receipt of List of Purchases and Vertical Public Improvements between $10,000 and $35,000 approved by City Administrator (add RACOM Corporation, Maintenance Contract for communication equipment)
4. Approve May Financials
5. Resolution 2015-112 Accepting Bid and Authorizing Award of Contract for the 2015 Concrete Repair Project 76015006, with Day Construction Services, LLC, for $149,020.00
6. Resolution 2015-113 Accepting Bid and Authorizing Award of Contract for the 2015 Sidewalk Repair Project 76015007, with Brycon, LLC for $87,838.50.
7. Resolution 2015-114 Approving Contract and Bond for the 2015 Concrete Repair Project 76015006, with Day Construction Services, LLC, for $149,020.00.
8. Resolution 2015-115 Approving Contract and Bond for the 2015 Sidewalk Repair Project 76015007, with Brycon, LLC for $87,838.50.
9. Resolution 2015-116 Approving a 28E Contract for Roadway Maintenance Services, being pavement maintenance, at Iowa Highway 14 from Iowa Avenue to Woodland Street with the Iowa Department of Transportation through 6/30/2016, $40,340.
10. Resolution 2015-117 Approving a 28E Contract for Roadway Maintenance Services, being street sweeping, at the Iowa Veterans Home with the Iowa Department of Transportation through 6/30/2016, $567.
11. Resolution 2015-118 Approving Contract Change Order #3 for the Iowa River Interceptor project 59011019, reducing Retainage amount from 5% to 0.5%, S.M. Hentges & Sons Inc.

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 All-America City 2012

12. Approve Liquor Licenses: (Pending fire inspection passage)

    NEW: Calvin Rockett Bar & Grill, Outdoor Service Area

    RENEWALS:

    Class C Liquor: Applebee's; Compass Club; El Portal; Midnight Ballroom; Legends American Grill; Impala Ballroom; Jake's Game Room, The Shop Lounge.
    Class E Liquor: Walmart.
    Class B Beer: 13th Street Inn, Central Iowa Fair, Iowa River Brewing Company.
    Class C Beer: Purple Cherry

(end of consent agenda items

MOTIONS:

13. Hy Vee Party Room, change in venue from Best Western to Elmwood Country Club for the year, monthly wine tasting.
14. Approve Settlement Agreements for Fiddle & Whistle, Tortilleria and Purple Cherry, sale of alcohol to minor, May 1, 2015, First Violations.
15. Approve Cigarette Permit, Liberty Gifts, 2500 S Center Street, Suite #1450, July 14, 2015, through June 30, 2016.
16. Approve Cigarette Permit, Fresh Start E-Cigs and Vapors, LLC, 2501 S Center St Suite D, August 1, 2015, through June 30, 2016.
17. Motion relating to RFQ for Police and Fire buildings

RESOLUTIONS:

PUBLIC HEARING

18. Resolution 2015-119 Approving Plans, Specifications, form of Contract and Cost for the WPCP Concrete Repair Phase II Project 52013017.

PUBLIC HEARING

19. Resolution 2015-120 Expressing Intent to Enter into Sewer Revenue Loan Agreement, not to exceed $6,000,000.

DISCUSSION: Next agenda in process

1. Building Code Upgrade Grant Application, Professional Building, 208 E Church Street.
2. WPCP Generator replacement, Fox Engineering.
3. WPCP Concrete Repair project, public hearing on plans & specifications July 13, bids due July 16, Accept Bid and Award Contract July 27
4. Endloader purchase, Titan Machinery, $156,626.0
5. DT Retail construction agreement
6. RISE Agreement, relating to TIG – rescind old one and approve negotiation of new RISE agreement.
7. Oil Mix Roads
8. Iowa DOT Repairs to Highway 14 within Marshalltown City limits

PUBLIC COMMENTS:

ADJOURNMENT:

the City of Marshalltown

COUNCIL AGENDA

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Marshalltown All-America City 2012

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7. Oil Mix Roads
8. Iowa DOT Repairs to Highway 14 within Marshalltown City limits

PUBLIC COMMENTS:

ADJOURNMENT:

COUNCIL PROCEEDINGS
June 22, 2015

The Marshalltown City Council met in regular session on June 22, 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, Greer, Hoop, Lamer, Martin, Schubert, Wirin. Mayor Lowrance thanked Tamra Bowman for serving ten years as communication operator. The council briefly discussed Newton's property demolition and rehabilitation project, and whether a similar program should be funded in Marshalltown. Schubert moved to approve the agenda, second by Greer. Motion approved 7-0.

CONSENT AGENDA:

Lamer moved to approve the Consent Agenda: Approve Council meeting Minutes of June 8, 2015; Approve Bill List in the amount of $913,848.14; Receipt of List of Purchases and Vertical Public Improvements between $10,000 and $35,000 approved by City Administrator (add : Uretek, $35,046); Receipt of Building Report for May, 2015; Approve April Financials; Resolution 2015-098 Approving the Agreement with Iowa Veterans Home relating to Traffic Control Enforcement for two years through June 30, 2017, $37,147 annually; Resolution 2015-099 Approving the Agreement with Iowa Veterans Home relating to Fire Protection, FYE 06/30/2016, $62,569.99, including confined space program; Resolution 2015-100 Authorizing Approval of Memorandum of Agreement with Friends of the Library regarding properties at 110 and 112 W Linn Street, regarding the Lead Hazard Control Program; Resolution 2015-101 Authorizing Approval of the Contract with Mid-Iowa Community Action, Inc., for services related to the administration of the HUD Lead Hazard Control Grant effective May 15, 2015, through November 2, 2017; Resolution 2015-102 Approving Contract and Bond for Construction of the 2015 Mill & Overlay Project 76015004, with Cessford Construction, $530,711.86; Resolution 2015-103 Approving Contract Change Order #1 for the 2014 Sidewalk Repair Project 76014009, $9,064.13, Day Construction Services, LLC; Resolution 2015-104 Approving Certificate of Completion and final costs of $41,169.13, Day Construction Services, LLC, for construction of the for the 2014 Sidewalk Repair Project 76014009; Approve Liquor Licenses: (Pending fire inspection passage); NEW: Hy Vee Party room transfer for wine events at Best Western, one day each month; Mobile Taps beer license for Linn Creek Arts Festival, July 25, 2015; RENEWALS: Zamora Fresh Market, Blue Note Lounge, Liquor and Grocery Depot, Casey's General Store #1303; ; second by Wirin. Consent agenda adopted 7-0.

MOTIONS:

Lamer moved to approve a new beer license for Fourth and July – Midnight Ballroom at Central Iowa Fairgrounds, second by Gowdy. Motion carried 7-0.

REPORTS:

Jenny, Etter, Director of the Marshalltown Central Business District, presented a quarterly report to the council, highlights include developing the final phase of the pedestrian walk, a business improvement program funded by grant, with the goal of getting new businesses to meet the needs of the community, and the future of the farmers market, potential to improve the corner of State Street and 2nd Avenue, and combine efforts of both the Wednesday/Saturday and prior Thursday evening vendors.

Police Chief Tupper reviewed the 2014 Marshalltown Police Department Annual Report, noting an overall consistent year of activity, and thanked staff for their involvement with volunteer organizations.

RESOLUTIONS:

Martin moved to adopt Resolution 2015-105 Approving Agreement with Piper Jaffrey as Placement Agent for Sanitary Loan Agreement, second by Greer. Resolution adopted 7-0.

Wirin moved to adopt Resolution 2015-106 to set a date for public hearing on a sanitary sewer improvement loan agreement in a principal amount not to exceed $6,000,000, on July 13, 2015, second by Gowdy. Resolution adopted 7-0.

Schubert moved to adopt Resolution 2015-107 Ordering Construction of the 2015 WPCP Concrete Repairs Phase II project 52013017, setting public hearing for July 13, and bids due on July 16,.second by Wirin. Resolution adopted 7-0.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open for the Plans, Specifications, form of contract and cost for the 2015 Concrete Repair Project 76015006A. Mayor Lowrance declared the public hearing open. Engineering staff member Bruce Campbell described the project. Council members asked for the cost and a list of the proposed street segments being improved. There were no public comments or written comments received by the clerk. Mayor Lowrance declared the public hearing closed.

Hoop moved to adopt Resolution 2015-108 Approving Plans, Specifications, form of contract and cost for the 2015 Concrete Repair Project 76015006A, second by Gowdy. Resolution adopted 7-0.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open for the Plans, Specifications, form of contract and cost for the 2015 Sidewalk Repair Project 76015007A. Mayor Lowrance declared the public hearing open. Engineering staff member Bruce Campbell described the project, being upgrades to the ADA ramps. There were no public comments or written comments received by the clerk. Mayor Lowrance declared the public hearing closed.

Greer moved to adopt Resolution 2015-109 Approving Plans, Specifications, form of contract and cost for the 2015 Sidewalk Repair Project 76015007A, second by Martin. Resolution adopted 7-0.

COUNCIL PROCEEDINGS
June 22, 2015

PUBLIC HEARING
Mayor Lowrance declared the public hearing open for the proposed vacation, conveyance and transfer of title to property to Fisher Controls International, LLC. Mayor Lowrance declared the public hearing open. Fisher Controls International, LLC, asked to obtain sections of E Nevada and E Boone Street for a building project. There were no public comments or written comments received by the clerk. Mayor Lowrance declared the public hearing closed.

Greer moved to adopt Resolution 2015-110 Adopting Tentative Resolution Providing for the Vacation, Conveyance, and Transfer of Title to the Streets Described from the City of Marshalltown, to Fisher Controls International, LLC and authorizing execution and delivery of a Quit Claim Deed, second by Lamer.

PUBLIC HEARING
Mayor Lowrance declared the public hearing open for the proposed vacation, conveyance and transfer of title of utility easement to DT Retail Properties, LLC. Mayor Lowrance declared the public hearing open. DT Retail Properties, LLC, desires to relocate existing utilities to accommodate their building plan. This property is at the intersection of South Center Street and East Southridge Rd. There were no public comments or written comments received by the clerk. Mayor Lowrance declared the public hearing closed.

Lamer moved to adopt Resolution 2015-111 Adopting Tentative Resolution Providing for the Vacation, Conveyance and Transfer of title of Utility Easement to the Property Described from the City of Marshalltown, to DT Retail Properties, LLC., and authorizing execution and delivery of a termination of utility easement and Quit Claim Deed, second by Wirin. Resolution adopted 7-0.

FUTURE AGENDA ITEMS DISCUSSION:
The council discussed the following items to be addressed at a future meeting: 2015 Concrete Repair Project 76015006, bids due June 25, Accept Bid and Award Contract July 13; 2015 Sidewalk Repair Project 76015007, bids due June 25, Accept Bid and Award Contract July 13; WPCP Concrete Repair project, public hearing on plans & specifications July 13, bids due July 16, Accept Bid and Award Contract July 27; Iowa Department of Transportation Supplemental Agreements for street maintenance of Highway 14 and Iowa Veterans Home, FYE 6/30/2016, $40,340.00 and $567.00, respectively; Iowa River Interceptor project 59011019, Change Order #3, reducing Retainage amount from 5% to 0.5%, S.M. Hentges & Sons Inc; Capital Improvement Plan reallocation, Parks & Recreation and Fire Department; Development of a Request for Qualification, Public Safety buildings; May Financial reports.

ADJOURNMENT
The meeting adjourned at 7:21 PM.

Respectfully submitted,

_____
Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

Purchases between $10,000 & $35,000
and Vertical Public Improvements (*) Below $36,000
Approved by City Administror
For Informational Purposes Only

* Vertical Public Improvements means buildings, all appurtenant structures, utiliities, incidental street improvements including sidewaks, 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 Date
7/1/15	Racom Corporation	Communication Equipment Maintenance Contract, 7/1/15 - 6/30/16	General Fund	$ 12,699.99	7/13/2015

INVOICE

RACOM CORPORATION
201 WEST STATE
MARSHALLTOWN IA 50158

Phone: 641) 752-5820 Ext. 0000

Invoice	A15101077
Date	7/1/2015
Customer Number	1108
Page	1
Terms	NET15

Bill To:

MARSHALLTOWN POLICE DEPT
CITY HALL
24 NORTH CENTER ST
MARSHALLTOWN IA 50158

Ship To:

MARSHALLTOWN POLICE DEPT
CITY HALL
24 NORTH CENTER ST
MARSHALLTOWN IA 50158

(641) 754-5701 Ext. 0000

Purchase Order No.	Salesperson ID	Work Order Reference	Due Date	Sales Order	Master No.	
		Contract: 1	7/5/2015		245,851	wertzbergerm

Quantity	Item Number	Description	Unit Price	Discount	Ext. Price
1.00	/CONTRACT	Contract Coverage Jul 01, 2015 - Jun 30, 2016 *Item Number: /CONTRACT Description: MAINTENANCE CONTRACT*	$12,699.99	$0.00	$12,699.99

Subtotal	$12,699.99
Misc	$0.00
Tax	$0.00
Freight	$0.00
Discount	$0.00
Total	**$12,699.99**

*** Please return 1 copy with your remittance ***

Deposit On Invoice $0.00

2015-112

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT FOR THE 2015 CONCRETE REPAIR PROJECT IN THE CITY OF MARSHALLTOWN, IOWA BEING PROJECT NO. 76015006
IN THE AMOUNT OF $149,020.00

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the 2015 Concrete Repair Project, being Project No. 76015006, in the City of Marshalltown, as described in the plans and specifications therefore, and

WHEREAS, there has been filed with the City Clerk in response to the published notice to the bidders referred to above, certain proposals for the construction of the above designated improvement with the required certified checks or bid bond accompanying each proposal from the following bidders, to-wit:

Name and Address of Bidders	Amount of Bid
Day Construction Services LLC Marshalltown IA	$149,020.00
Con-Struct Inc. Marshalltown IA	$150,212.50
Brycon LLC Marshalltown IA	$170,787.50

After consideration of all bids filed, there was determined by the Council that the bid of Day Construction Services LLC, is the best and lowest responsible bid for the public improvement as is herein outlined.

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

Section 1. That the bid of Day Construction Services LLC , and the same is hereby accepted for the construction of the improvement as described in the plans and specifications therefore, as previously ordered by the Council, and that the contract for the construction of same is now awarded to said contractor in the total amount One hundred forty nine thousand twenty and .00/100==========($149,020.00) Dollars.

Section 2. The Mayor and Clerk of the City of Marshalltown, Iowa are hereby authorized and directed to execute the contract with the contractor for the public improvement as is herein referred to, and that upon the contractor filing the required bond that the said bond and contract be then submitted to this Council for final approval as provided by law.

Section 3. The final settlement upon the contract, as referred to herein with said

contractor, shall be upon the basis of the unit prices as are set forth in the bid of said contractor and for the actual quantities for each item of materials furnished or work performed in the construction of this public improvement. The said contract is subject to all of the conditions as are contained in the resolution ordering construction of this improvement, the notice to bidders as published, the terms of the bidders written proposal, the plans and specifications as are provided therefore, all of which are made a part of this resolution and the said bidders contract by reference as though the same were set out herein verbatim and in specific detail.

Section 4. This resolution as now adopted shall be in full force and binding effect upon the City of Marshalltown, Iowa, upon the final approval of the completed contract with the successful bidder and the approval of the contractor's surety bond by resolution of this Council.

Passed this 13th day of July 2015, and signed this ___ day of July 2015.

CITY OF MARSHALLTOWN, IOWA

_____

James L. Lowrance, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

the City of Marshalltown

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 6, 2015

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

From: Justin Nickel
Director of Public Works

Re: Award Construction Contract – Day Construction Services LLC for 2015 Concrete Repair Project (760150006) amount of $149,020.00.

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

Recommendation: Staff recommends awarding the construction contract to Cessford for the 2015 Mill & Overlay project for an amount equal to $530,711.86. The Engineers Estimate of probable cost was $579,856.20.

Background: Construction includes mill and overlay coat to four areas in Marshalltown. North Center Street from Grant Street to the Iowa River Bridge, West Boone from 9th to 12th Street, South 11th Street from Church Street to Boone, Columbus Drive from Center Street to Crestview Drive, and Blossom Lane north of Thunderbird Drive are all included in this year's program.

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

Marshalltown
All-America City
2012

BID TAB

PRJ NO. 76015006

2015 Concrete Repair Project

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	COST	BIDDER: Brycon, LLC Marshalltown, IA		BIDDER: Con-Struct, Inc. Marshalltown, IA		BIDDER: Day Construction Services LLC Marshalltown, IA	
						BID UNIT PRICE	COST	BID UNIT PRICE	COST	BID UNIT PRICE	COST
1	FULL DEPTH PATCH, 8" PCC, w/ 6" CHOKE STONE BASE	SY	1,307.5	$ 90.00	$ 117,675.00	$ 105.00	$ 137,287.50	$ 95.00	$ 124,212.50	$ 96.00	$ 125,520.00
2	MANHOLE STRUCTURE REMOVAL (2) & NEW 36" RCP CONNECTION	LS	1.0	$ 2,000.00	$ 2,000.00	$ 6,500.00	$ 6,500.00	$ 8,000.00	$ 8,000.00	$ 10,000.00	$ 10,000.00
3	MANHOLE RING & COVER REPLACEMENT w/ WRAPID SEAL	EA	2.0	$ 3,500.00	$ 7,000.00	$ 1,000.00	$ 2,000.00	$ 1,500.00	$ 3,000.00	$ 1,250.00	$ 2,500.00
4	TRAFFIC CONTROL	LS	1.0	$ 15,000.00	$ 15,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 7,500.00	$ 7,500.00
5	SEED, FERTILIZE, AND MULCH	LS	1.0	$ 2,000.00	$ 2,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 1,500.00	$ 1,500.00
6	MOBILIZATION	LS	1.0	$ 5,000.00	$ 5,000.00	$ 15,000.00	$ 15,000.00	$ 5,000.00	$ 5,000.00	$ 2,000.00	$ 2,000.00
		Totals			$148,675.00	Bid Total	**$ 170,787.50**	Bid Total	**$ 150,212.50**	Bid Total	**$ 149,020.00**
		10% Contingency			$14,867.50						
		Project Total w/Contingency			**$163,542.50**						

2015-113

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT FOR THE 2015 SIDEWALK REPAIR PROJECT IN THE CITY OF MARSHALLTOWN, IOWA BEING PROJECT NO. 76015007
IN THE AMOUNT OF $87,838.50

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the 2015 Sidewalk Repair Project, being Project No.76015007, in the City of Marshalltown, as described in the plans and specifications therefore, and

WHEREAS, there has been filed with the City Clerk in response to the published notice to the bidders referred to above, certain proposals for the construction of the above designated improvement with the required certified checks or bid bond accompanying each proposal from the following bidders, to-wit:

Name and Address of Bidders	Amount of Bid
Brycon, LLC Marshalltown, IA	$87,383.50
Day Construction Services LLC Marshalltown, IA	$94,565.25
Con-Struct Inc. Marshalltown, IA	$118,436.50

After consideration of all bids filed, there was determined by the Council that the bid of Brycon, LLC. is the best and lowest responsible bid for the public improvement as is herein outlined.

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

Section 1. That the bid of Brycon, LLC. , and the same is hereby accepted for the construction of the improvement as described in the plans and specifications therefore, as previously ordered by the Council, and that the contract for the construction of same is now awarded to said contractor in the total amount eighty seven thousand three hundred eighty three and .50/100========= ($87,383.50) dollars.

Section 2. The Mayor and Clerk of the City of Marshalltown, Iowa are hereby authorized and directed to execute the contract with the contractor for the public improvement as is herein referred to, and that upon the contractor filing the required bond that the said bond and contract be then submitted to this Council for final approval as provided by law.

Section 3. The final settlement upon the contract, as referred to herein with said

contractor, shall be upon the basis of the unit prices as are set forth in the bid of said contractor and for the actual quantities for each item of materials furnished or work performed in the construction of this public improvement. The said contract is subject to all of the conditions as are contained in the resolution ordering construction of this improvement, the notice to bidders as published, the terms of the bidders written proposal, the plans and specifications as are provided therefore, all of which are made a part of this resolution and the said bidders contract by reference as though the same were set out herein verbatim and in specific detail.

Section 4. This resolution as now adopted shall be in full force and binding effect upon the City of Marshalltown, Iowa, upon the final approval of the completed contract with the successful bidder and the approval of the contractor's surety bond by resolution of this Council.

Passed this 13th day of July 2015, and signed this ___ day of July 2015.

CITY OF MARSHALLTOWN, IOWA

_____

James L. Lowrance, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

the City of Marshalltown

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 6, 2015

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

From: Justin Nickel
Director of Public Works

Re: Award Construction Contract – Brycon LLC for 2015 Sidewalk Reconstruction Project (760150007) amount of $87,838.50.

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

Recommendation: Staff recommends awarding the construction contract to Brycon for the 2015 Sidewalk Reconstruction project for an amount equal to $87,838.50. The Engineers Estimate of probable cost was $120,059.50.

Background: City Staff has prepared plans for repair of sidewalks in various locations. The majority of repairs are located on North Center Street.

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

Marshalltown
All-America City
2012

BID TABULATION

Project # 76015007

2015 Sidewalk Reconstruction Project

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	COST	BIDDER: Brycon, LLC Marshalltown, IA		BIDDER: Con-Struct Inc. Marshalltown, IA		BIDDER: Day Construction Services LLC Marshalltown, IA	
						UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
1	CONCRETE SIDEWALK REMOVAL ONLY	SF	393.0	$ 5.00	$ 1,965.00	$ 1.00	$ 393.00	$ 10.00	$ 3,930.00	$ 2.00	$ 786.00
2	4" PCC SIDEWALK REMOVE & REPLACE, CLASS C	SF	3,896.0	$ 7.00	$ 27,272.00	$ 5.50	$ 21,428.00	$ 6.50	$ 25,324.00	$ 6.00	$ 23,376.00
3	6" PCC SIDEWALK REMOVE & REPLACE, CLASS C	SF	4,051.0	$ 8.00	$ 32,408.00	$ 6.50	$ 26,331.50	$ 8.50	$ 34,433.50	$ 9.75	$ 39,497.25
4	COMBINED RETAINING WALL SIDEWALK	CY	1.0	$ 900.00	$ 900.00	$ 700.00	$ 700.00	$ 1,000.00	$ 1,000.00	$ 725.00	$ 725.00
5	DETECTABLE WARNING PANEL 2'x4' "Cast In Place"	EA	61.0	$ 225.00	$ 13,725.00	$ 160.00	$ 9,760.00	$ 160.00	$ 9,760.00	$ 168.00	$ 10,248.00
6	DETECTABLE WARNING PANEL 2'x5' "Cast In Place"	EA	2.0	$ 250.00	$ 500.00	$ 180.00	$ 360.00	$ 210.00	$ 420.00	$ 213.00	$ 426.00
7	DETECTABLE WARNING PANEL 2'x6' "Cast In Place"	EA	1.0	$ 270.00	$ 270.00	$ 215.00	$ 215.00	$ 250.00	$ 250.00	$ 247.00	$ 247.00
8	30" CURB & GUTTER, REMOVE & REPLACE	LF	288.0	$ 35.00	$ 10,080.00	$ 27.00	$ 7,776.00	$ 38.00	$ 10,944.00	$ 35.00	$ 10,080.00
9	6" BEAM CURB, REMOVE & REPLACE	LF	115.0	$ 35.00	$ 4,025.00	$ 25.00	$ 2,875.00	$ 125.00	$ 14,375.00	$ 32.00	$ 3,680.00
10	SEEDING, FERTILIZE, AND MULCH	LS	1.0	$ 2,000.00	$ 2,000.00	$ 3,000.00	$ 3,000.00	$ 8,000.00	$ 8,000.00	$ 1,500.00	$ 1,500.00
11	TRAFFIC CONTROL	LS	1.0	$ 8,000.00	$ 8,000.00	$ 2,000.00	$ 2,000.00	$ 5,000.00	$ 5,000.00	$ 2,000.00	$ 2,000.00
12	MOBILIZATION	LS	1.0	$ 8,000.00	$ 8,000.00	$ 13,000.00	$ 13,000.00	$ 5,000.00	$ 5,000.00	$ 2,000.00	$ 2,000.00
					$ 109,145.00	***Bid Total***	**$ 87,838.50**	***Bid Total***	**$ 118,436.50**	***Bid Total***	**$ 94,565.25**
				10% Contingency	$ 10,914.50						
				Total Estimated Cost	**$ 120,059.50**						

2015-114

RESOLUTION APPROVING CONTRACT AND BOND FOR CONSTRUCTION OF THE 2015 CONCRETE REPAIR IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. 76015006 IN THE AMOUNT OF $149,020.00

WHEREAS the City of Marshalltown, Iowa, did by resolution duly adopted by the Council, accept the bid of Day Construction Services LLC, of Marshalltown, IA, for construction of the 2015 Concrete Repair as required by plans and specifications therefore and in the City of Marshalltown, Iowa, as covered by resolution ordering said construction, and,

WHEREAS the said Day Construction Services LLC, of Marshalltown, IA, has executed a contract for the construction of said improvement and has filed its construction bond covering the full amount of said improvement with adequate sureties thereon, 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:

That the contract of Day Construction Services LLC, duly executed by said company and the surety bond for the performance of said contract, duly executed by said company, together with the surety, are now filed with the City Clerk for the construction of the public improvement as fully set forth in the plans and specifications for Project No. 76015006, the 2015 Concrete Repair in the City of Marshalltown, Iowa, and therein specifically described, be and the same are hereby accepted and approved.

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

Passed this 13th day of July 2015, and signed this _____ day of July 2015.

CITY OF MARSHALLTOWN, IOWA

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN, IOWA
CONTRACT

2015 SIDEWALK REPAIR PROJECT

PROJECT NO. 76015007

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

WITNESSETH: That the Contractor for and in consideration of the sum of Eighty Seven Thousand Eight Hundred Thirty Eight and .50/100 ($87,838.50) Dollars

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

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	COST
1	CONCRETE SIDEWALK REMOVAL ONLY	SF	393.0	$ 1.00	$ 393.00
2	4" PCC SIDEWALK REMOVE & REPLACE, CLASS C	SF	3,896.0	$ 5.00	$ 21,428.00
3	6" PCC SIDEWALK REMOVE & REPLACE, CLASS C	SF	4,051.0	$ 6.50	$ 26,331.50
4	COMBINED RETAINING WALL SIDEWALK	CY	1.0	$ 700.00	$ 700.00
5	DETECTABLE WARNING PANEL 2'x4' "Cast In Place"	EA	61.0	$160.00	$ 9,760.00
6	DETECTABLE WARNING PANEL 2'x5' "Cast In Place"	EA	2.0	$ 180.00	$ 360.00
7	DETECTABLE WARNING PANEL 2'x6' "Cast In Place"	EA	1.0	$ 215.00	$ 215.00
8	30" CURB & GUTTER, REMOVE & REPLACE	LF	288.0	$ 27.00	$ 7,776.00
9	6" BEAM CURB, REMOVE & REPLACE	LF	115.0	$ 25.00	$ 2,875.00
10	SEEDING, FERTILIZE, AND MULCH	LS	1.0	$3,000.00	$3,000.00
11	TRAFFIC CONTROL	LS	1.0	$ 2,000.00	$ 2,000.00
12	MOBILIZATION	LS	1.0	$ 13,000.00	$ 13,000.00
				TOTAL BID AMOUNT	$ 87,838.50

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

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

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

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

That it is further understood and agreed by the parties of his contract that the above work shall be completed by **October 27th, 2015** and that time is the essence of this contract. For each calendar day that any work shall remain uncompleted beyond the substantial completion date specified in the Proposal form, liquidated damages will be assessed according to the following schedule:

Substantial Completion Liquidated Damages	Final Completion Liquidated Damages
$400.00	$200.00

The Contractor shall perform all work in a workmanlike manner.

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

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

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

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

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

CITY OF MARSHALLTOWN, IOWA

By_____

ATTEST: _____

CONTRACTOR

Brycon LLC

By W. Bruggeman

911 N Center St. Marshalltown, IA

Business Address

2015-115

RESOLUTION APPROVING CONTRACT AND BOND FOR CONSTRUCTION OF THE 2015 SIDEWALK REPAIR IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. 76015007 IN THE AMOUNT OF $87,838.50

WHEREAS the City of Marshalltown, Iowa, did by resolution duly adopted by the Council, accept the bid of Brycon, LLC. Of Marshalltown, IA, for construction of the 2015 Sidewalk Repair as required by plans and specifications therefore and in the City of Marshalltown, Iowa, as covered by resolution ordering said construction, and,

WHEREAS the said Brycon, LLC. of Marshalltown, IA, has executed a contract for the construction of said improvement and has filed its construction bond covering the full amount of said improvement with adequate sureties thereon, 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:

That the contract of Brycon, LLC. duly executed by said company and the surety bond for the performance of said contract, duly executed by said company, together with the surety, are now filed with the City Clerk for the construction of the public improvement as fully set forth in the plans and specifications for Project No. 76015007, the 2015 Sidewalk Repair in the City of Marshalltown, Iowa, and therein specifically described, be and the same are hereby accepted and approved.

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

Passed this 13th of July 2015, and signed this _____ day of July 2015.

CITY OF MARSHALLTOWN, IOWA

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

Rdw

2015-116

RESOLUTION APPROVING A CONTRACT FOR ROADWAY MAINTENANCE SERVICES AT IOWA HIGHWAY 14 FROM IOWA AVENUE TO WOODLAND STREET BETWEEN THE CITY OF MARSHALLTOWN, IOWA,
AND
THE IOWA DEPARTMENT OF TRANSPORTATION
CREATED PURSUANT TO CHAPTER 28E.12 OF THE IOWA CODE

WHEREAS the City Council of Marshalltown, Iowa, has negotiated a Contract for Roadway Maintenance Services pursuant to Chapter 28 E of the Iowa Code with the Iowa Department of Transportation; and

WHEREAS the City Council of Marshalltown finds that this Contract for Services is in the best interest of the City.

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

Section 1. That the attached Contract for Services with the Iowa Department of Transportation is hereby approved in all respects and particulars.

Section 2. The Contract for Services shall begin on July 1, 2015, and continue through June 30, 2016, and remain in effect until the Contract is terminated by either party by written notice at least 30 days prior to the date of cancellation.

Section 3. That the Mayor and City Clerk are herby authorized and directed to execute said Contract for Services on behalf of the City of Marshalltown, and the City Clerk is authorized and directed to file this Contract for Services with the Secretary of State, as required by law.

Passed this 13th day of July, 2015, and signed this _____ day of July, 2015.

CITY OF MARSHALLTOWN, IOWA

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

RSW

the City of Marshalltown

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

June 15, 2015

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

From: Justin Nickel
Director of Public Works

Re: Supplemental Agreement – Iowa DOT for Maintenance of Iowa Highway 14 from Iowa Avenue to Woodland Street

Policy Issue: City policy requires approval of Intergovernmental Agreements

Recommendation: Staff recommends approving the agreement with the Iowa DOT.

Background: The City entered into the current agreement with the Iowa DOT for maintenance of Highway 14 on July 1, 2011. This supplemental agreement will extend the agreement from July 1, 2015 to June 30, 2016.

Budget Impact: The City receives $2,239 per lane mile within the City limits for a total of $40,340.00.

Attachment: Supplemental Agreement

cc: Randy Wetmore, City Administrator

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

Marshalltown
All-America City
2012

IOWA DOT

SMARTER I SIMPLER I CUSTOMER DRIVEN

www.iowadot.gov

District 1 Office
1020 S. 4th Street, Ames, IA 50010
Phone: 515.239.1039 I Email:Jeremey.vortherms@dot.iowa.gov

June 11, 2015

Ref:

Justin Nikel
Public Works Director
24 N. Center Street
Marshalltown, IA 50158

Subject: Fiscal Year 2016 Supplemental Maintenance Agreement with City of Marshalltown

Dear Justin,

Enclosed are three copies of the proposed Fiscal Year 2016 Supplemental Agreement for Maintenance of Primary Roads in Municipalities.

This agreement will be effective for the period beginning July 1, 2015 and ending June 30, 2016.

The terms of the agreement are the same as last year. The compensation rate is based on a weighted average of volume and segment length. No new maintenance activities have been added.

If you accept the proposed agreement, please return **three** signed copies to the District office. One original signed copy will be returned to you after the Department of Transportation has executed the agreement.

Compensation for the prior fiscal year Supplemental Maintenance Agreement will be processed at the end of June.

If you have any questions, please contact me at 515-239-1039 or jeremey.vortherms@dot.iowa.gov.

Sincerely,

Jeremey Vortherms
District 1 Design Engineer/North Area Engineer

Form 810035wd
4-01

Iowa Department of Transportation

SUPPLEMENTAL AGREEMENT
For Maintenance of Primary Roads in Municipalities

This Supplemental Agreement made and entered into by and between the Municipality of Marshalltown, Marshall County, Iowa, hereinafter referred to as the Municipality, and the Iowa Department of Transportation, Ames, Iowa, hereinafter referred to as the Department.

AGREEMENT:

I. This Agreement supplements the Agreement for Maintenance and Repair of Primary Roads in Municipalities entered into by the parties on July 1, 2011, and in effect from July 1, 2011, to June 30, 2016.

II. The Municipality agrees to perform and accept all responsibility for those maintenance activities listed in Sections I.B.1, I.B.3, I.B.4 and I.C.1 of the basic Agreement, with respect to the primary roads within the corporate limits of the Municipality specifically described in this section.

In consideration thereof, the Department agrees to pay the Municipality at the rate of $ 2,239.00 / lane mile for acceptable work at the end of the fiscal year ending on June 30th:

Route	From	To	Lane Miles	Total Cost
Ia 14	Iowa Avenue	Woodland Street	18.074	$40,340.00

Pavement maintenance does not include full depth patching and bituminous resurfacing. I.C.1 does not include traffic services and painting and structural repair to bridges.

III. The Municipality further agrees to perform additional maintenance for the Department on primary roads as specifically described below:

In consideration thereof, the Department agrees to pay the Municipality the following amounts after the work has been completed:

IV. This Supplemental Agreement may be terminated at any time by either party upon 30 days written notice.

V. This Supplemental Agreement shall be in effect from July 1, 2015 to June 30, 2016 unless re-negotiated or terminated.

IN WITNESS WHEREOF, the parties hereto have set their hands, for the purposes herein expressed on the dates indicated below.

City of Marshalltown
MUNICIPALITY

By _____
Print Name:
Date _____

IOWA DEPARTMENT OF TRANSPORTATION

BY _____
Scott Dockstader, District 1 Engineer
Date _____

TCDW

2015-117

RESOLUTION APPROVING A CONTRACT FOR ROADWAY MAINTENANCE SERVICES AT THE IOWA VETERANS HOME BETWEEN THE CITY OF MARSHALLTOWN, IOWA,
AND
THE IOWA DEPARTMENT OF TRANSPORTATION
CREATED PURSUANT TO CHAPTER 28E.12 OF THE IOWA CODE

WHEREAS the City Council of Marshalltown, Iowa, has negotiated a Contract for Roadway Maintenance Services pursuant to Chapter 28 E of the Iowa Code with the Iowa Department of Transportation; and

WHEREAS the City Council of Marshalltown finds that this Contract for Services is in the best interest of the City.

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

Section 1. That the attached Contract for Services with the Iowa Department of Transportation is hereby approved in all respects and particulars.

Section 2. The Contract for Services shall begin on July 1, 2015, and continue through June 30, 2016, and remain in effect until the Contract is terminated by either party by written notice at least 30 days prior to the date of cancellation.

Section 3. That the Mayor and City Clerk are herby authorized and directed to execute said Contract for Services on behalf of the City of Marshalltown, and the City Clerk is authorized and directed to file this Contract for Services with the Secretary of State, as required by law.

Passed this 13th day of July, 2015, and signed this _____ day of July, 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

RAW

the City of Marshalltown

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

June 15, 2015

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

From: Justin Nickel
Director of Public Works

Re: Roadway Maintenance Agreement – Iowa DOT for Street Sweeping at the Iowa Veterans Home

Policy Issue: City policy requires approval of Intergovernmental Agreements

Recommendation: Staff recommends approving the agreement with the Iowa DOT.

Background: The City enters into a yearly agreement for street sweeping. This agreement will cover the time period from July 1, 2015 to June 30, 2016.

Budget Impact: The City receives $150 per lane mile within the Veterans Home grounds for a total of $567.00.

Attachment: Agreement

cc: Randy Wetmore, City Administrator

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

Marshalltown
All-America City
2012

IOWA DOT
SMARTER I SIMPLER I CUSTOMER DRIVEN
www.iowadot.gov

District 1 Office
1020 S. 4th Street, Ames, IA 50010
Phone: 515.239.1039 I Email:Jeremey.vortherms@dot.iowa.gov

June 11, 2015

Ref:

Justin Nikel
Public Works Director
24 N. Center Street
Marshalltown, IA 50158

Subject: Fiscal Year 2016 Roadway Maintenance Agreement with City of Marshalltown for Roads within Iowa Veterans Home

Dear Justin,

Enclosed are three copies of the proposed Fiscal Year 2016 Roadway Maintenance Agreement for routine maintenance on institutional roads within Iowa Veterans Home.

This agreement will be effective for the period beginning July 1, 2015 and ending June 30, 2016.

The definition of responsibilities sections were updated for this year's agreement. No new responsibilities are proposed, so a review of those sections would be appreciated.

If you accept the proposed agreement, please return **three** signed copies to the District office. One original signed copy will be returned to you after the Department of Transportation has executed the agreement.

Compensation for the prior fiscal year Supplemental Maintenance Agreement will be processed at the end of June.

If you have any questions, please contact me at 515-239-1039 or jeremey.vortherms@dot.iowa.gov.

Sincerely,

Jeremey Vortherms
District 1 Design Engineer/North Area Engineer

Form 810056wd
08-12

Iowa Department of Transportation

ROADWAY MAINTENANCE AGREEMENT

INSTITUTION Iowa Veterans Home
AGENCY
COUNTY
CITY Marshalltown

This written agreement made and entered into by and between City of Marshalltown, Party of the First Part, and the Iowa Department of Transportation, Party of the Second Part. The parties hereby desire to enter into this roadway maintenance agreement concerning the following roadway:

1. ROUTINE MAINTENANCE

A. Party of the First Part will perform the following routine maintenance:
Street sweeping

B. Party of the First Part will perform the above described routine maintenance in compliance with the Iowa Department of Transportation's standard maintenance policies and procedures which include, but are not limited to, the Department's standards for maintenance activities and instructional memorandums. Particularly, Party of the First Part shall comply with:
Not applicable

C. Party of the Second Part will perform the following routine maintenance:
Not applicable

2. SPECIAL MAINTENANCE

A. Party of the First Part will perform the following special maintenance:
Not applicable

B. Party of the First Part will perform the above described special maintenance in compliance with the Iowa Department of Transportation's standard maintenance policies and procedures which include, but are not limited to, the Department's standards for maintenance activities and instructional memorandums. Particularly, Party of the First Part shall comply with:
Not applicable

C. Party of the Second Part will perform the following special maintenance:
Not applicable

3. PAYMENT

A. It is agreed that payment for the routine maintenance operations will be made after the work has been completed for the fiscal year ending June 30, and payment for maintenance operations will be made after the work has been completed. It is also understood and agreed that the right is reserved by both Parties to review, adjust, or terminate this Agreement at any time, provided however that written notice be given either Party at least thirty days prior to such review, adjustment, or termination.

B. Payment for routine maintenance at the rate of $ $ 150.00 per lane mile per year.

Total lane miles 3.78 at $ $ 150.00 per lane mile = $ $ 567.00

C. Payment for special maintenance shall be made as follows:

4. AGREEMENT TIME PERIOD

Beginning Date: 7/1/2015

Ending Date: 6/30/2016

5. Party of the First Part agrees to indemnify and save harmless the Party of the Second Part, the State of Iowa, and its agents or employees from any and all causes of action, suits, at law or in equity, for losses, damages, claims or demands, and from any and all liability and expense of whatsoever nature (including reasonable attorney fees), arising out of or in connection with the execution, performance, or attempted performance of this Agreement and work provided herein.

6. If any section, provision or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional.

7. Party of the First Part will follow all federal and state laws and regulations with regard to worker safety and the handling and disposal of hazardous waste and/or substances in performing any maintenance task.

8. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly executed addendum or amendment to this Agreement.

RECOMMENDED FOR APPROVAL:

City of Marshalltown
(AGENCY) (COUNTY) (CITY) (BOARD)

BY _____ _____
(DATE)

TITLE _____

IOWA DEPARTMENT OF TRANSPORTATION

BY _____ _____
District Engineer (DATE)

2015-118

RESOLUTION APPROVING CONTRACT CHANGE ORDER #3 FOR THE
IOWA RIVER SANITARY SEWER INTERCEPTOR
PROJECT NUMBER 59011019
CHANGING RETAINAGE AMOUNT FROM 5% TO 0.5%

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 a request to reduce the amount of retainage held in the contract by the City of Marshalltown from 5% to 0.5%, or $30,000.00 for work remaining.

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

Section1. That the contract Change Order #3 for Iowa River Sanitary Sewer Interceptor Project 59011019, changing the contract retainage amount from 5% to 0.5% is hereby accepted and approved.

Passed this 13th day of July 2015 and signed this _____ day of _____, 2015.

CITY OF MARSHALLTOWN, IOWA

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

RDW

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

June 15, 2015

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

From: Justin Nickel
Director of Public Works

Re: Change Order #3– S.M. Hentges & Sons, Inc. for Iowa River Sanitary Sewer Interceptor

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 #3 which does not change the contract amount.

Background: Change Order #3 reduces the amount of retainage held by the City from 5% to 0.5%, or $30,000 for work remaining.

Budget Impact: None

Attachment: Change Order #3

cc: Randy Wetmore, City Administrator

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

Marshalltown
All-America City
2012

Change Order
No. 3

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 Inc.**	Date of Issuance: **June 15, 2015**

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

DESCRIPTIONS:

Item 1 Pursuant to Iowa Law section 26.13 Early Release of Retained Funds as requested by S.M. Hentges & Sons Inc.

- Change the retainage held from 5% to approximately 0.5%, or $30,000 for work remaining as outlined in the attached and as included in Pay Application No. 11.

Attachments: Early Retainage Documentation

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:

$0.00

Contract Price incorporating this Change Order:

$5,509,428.95

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:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 6/15/15	Date: _____	Date: 6/15/15

S.M. Hentges & Sons Inc.
SITE DEVELOPMENT
Est. 1981
UTILITIES • TRUCKING

650 QUAKER AVENUE • JORDAN, MN 55352

Phone: 952.492.5700 • Fax: 952-492-5705 • www.smhentges.com • mailbox@smhentges.com

June 2,2015

Fox Engineering Associates, Inc
Steven Soupir, PE., CFM
414 South 17th Street, Suite 107
Ames, IA 50010

Re: Iowa River Sanitary Sewer Interceptor

Dear Steve,

S.M. Hentges is requesting reduction retainage as per breakdown below:

Replace Curb 2 EA@ $1500.00	$ 3,000.00
Pull Plugs from Sewer 2 EA@ $1500	$ 3,000.00
Work Left	$ 6,000.00
Withholding	$30,000.00

Sincerely,

Gary Zajac
VP of Operations

S.M. Hentges & Sons Inc
650 Quaker Avenue
Jordan, Mn 55352
Phone (952)492-5700 Fax (952) 492-5705

Iowa Code Chapter 26 Request for Release of Retained Funds

Pursuant to Iowa Code Section 26.13, S.M. Hentges & Sons Inc. ("Contractor") hereby requests early release of $243,834.67 of the retained funds for the public improvements project identified as the Iowa River Sanitary Sewer Interceptor, Project No. 2407-12W ("Project"), by the City of Marshalltown. Contractor warrant that this request is made at least 10 days after giving notice to all sub-contractors, and suppliers known to it to have provided labor or materials for the project.

Signature: Gary Zajac

Title: V. Pres Operations

Sworn Statement Pursuant to Iowa Code Sections 26.13(1)

I, Gary Zajac, Member of S.M. Hentges & Sons Inc., certify under penalty of perjury that on June 2,2015 which is at least 10 days prior to filing this request, that attached notice was given to all of the subcontractors, sub-contractors, and suppliers known to me to have provided labor or materials for the public improvements project identified as the Iowa River Sanitary Sewer Interceptor project, Project No. 2407-12W, with the City of Marshalltown.

Gary Zajac
Signature

Emailed all Sub's + Suppliers

650 QUAKER AVENUE • JORDAN, MN 55352

Phone: 952.492.5700 • Fax: 952-492-5705 • www.smhentges.com • mailbox@smhentges.com

S.M. Hentges & Sons Inc
650 Quaker Avenue
Jordan, MN 55352
Phone (952)492-5700 Fax (952) 492-5705

June 2, 2015

To: Material Suppliers, Subcontractors

Re: "Notice of Contractor's Request For Early Release of Retained Funds"

You are hereby notified that S.M. Hentges & Sons Inc. will be requesting an early release of funds on a public Improvements project designated as Iowa River Sanitary Sewer Interceptor for which you have or may have provided labor or materials. The request will be made pursuant to Iowa Code Section 26.13. The request may be filed with the City of Marshalltown after ten calendar days from the date of this notice. The purpose of this request is to have the City of Marshalltown release and pay funds for all work that has been performed and charged to the City of Marshalltown as of the date of this notice. This notice is provided in accordance with Iowa Code Section 26.13.

RDW

RE: Hy-Vee wine club dates for 2015-2016

From : Marshalltown - Wine & Spirits Manager <1403winespiritsmgr@hy-vee.com> Wed, Jul 01, 2015 12:38 PM

Subject : RE: Hy-Vee wine club dates for 2015-2016

To : Shari Coughenour <scoughenour@ci.marshalltown.ia.us>

Shari,
As we discussed, we will be holding wine club in the dining room at Elmwood CC for the year with dates listed below with the only change taking place this month highlighted in red below. If there are any other dates that won't work I will let you know when I find out.

Thursday, July 23rd Thursday, August 20th Thursday, September 17th Thursday, October 22nd
Thursday, November 19th No December event Thursday, January 21st Thursday, February 18th
Thursday, March 17th Thursday, April 21st Thursday, May 19th Thursday, June 23rd

Thank you for your help. See you Monday the 13th at 5:30.

Rob Van Horn

From : Shari Coughenour <scoughenour@ci.marshalltown.ia.us> Thu, Jun 04, 2015 10:18 AM

Subject : Re: Hy-Vee wine club dates for 2015-2016

To : Marshalltown - Wine & Spirits Manager <1403winespiritsmgr@hy-vee.com>

Cc : Marshalltown - Director, Ric Anderson <1403Director@hy-vee.com>, Marshalltown - WineSpirits Mail Group <1403WineSpiritsMailGroup@hy-vee.com>

Thank you very much, Rob.

You're on the agenda for June 8 for the council to initially hear your request.

I anticipate final approval on June 22, it should be on the "consent agenda" and not require your attendance on June 22.

Shari L. Coughenour, CMC, City Clerk
641-754-5701 / clerk@ci.marshalltown.ia.us

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT
1st VIOLATION

BC0030188

IN RE:
Retailer Name
Purple Cherry

Retailer Address
6 Iowa Ave East
Marshalltown, IA 50158

: **Licensee**
Yogeez Inc.

: **Licensee Address**
1705 Country Club Lane
Marshalltown, IA 50158

: ACKNOWLEDGMENT/SETTLEMENT AGREEMENT

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT

I (We) hereby knowingly and voluntarily acknowledge that we have received the Notice of Hearing and the Complaint in the above case, admit the truth of the facts and allegations contained in the attached complaint, and waive further notice or hearing. I (We) submit to the statutory penalties prescribed by Iowa law and acknowledge that this violation dated 5/1/2015 will count as an official "First Violation" of Iowa Code section 123.49 pursuant to Iowa Code section 123.50 and that subsequent violations may have enhanced penalties. I (We) have enclosed a check for the amount of $500.00 made payable to the "City of Marshalltown" in full settlement of the above referenced complaint.

Andy DeVaul

6-22-15
DATE

NOTE: This must be signed by an individual alcohol licensee, or in the case of a business entity, must be signed by individual(s) who have authority to bind the entity.

If you decide to sign this ACKNOWLEDGMENT/SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated, along with your $500.00 check made payable to the "City of Marshalltown", should be returned **within fifteen days of the date of this letter (June 12, 2015)** to: City of Marshalltown, City Clerk's Office Alcohol Enforcement, 24 North Center Street, Marshalltown, Iowa, 50158.

(retailer copy)

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT
1st VIOLATION

BC0030382

IN RE:

Retailer Name
GROCERY STORE & TORTILLERIA
LA VECINDAD

Retailer Address
505 N 3RD AVE
Marshalltown, IA 50158

: **Licensee**
RAMON GOMEZ JAIME

: **Licensee Address**
505 N 3rd Ave
Marshalltown, IA 50158

: ACKNOWLEDGMENT/SETTLEMENT AGREEMENT

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT

I (We) hereby knowingly and voluntarily acknowledge that we have received the Notice of Hearing and the Complaint in the above case, admit the truth of the facts and allegations contained in the attached complaint, and waive further notice or hearing. I (We) submit to the statutory penalties prescribed by Iowa law and acknowledge that this violation dated 5/1/2015 will count as an official "First Violation" of Iowa Code section 123.49 pursuant to Iowa Code section 123.50 and that subsequent violations may have enhanced penalties. I (We) have enclosed a check for the amount of $500.00 made payable to the "City of Marshalltown" in full settlement of the above referenced complaint.

Ramon Gomez _____ _____

_____ _____

7-1-15 _____ _____

DATE

NOTE: This must be signed by an individual alcohol licensee, or in the case of a business entity, must be signed by individual(s) who have authority to bind the entity.

If you decide to sign this ACKNOWLEDGMENT/SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated, along with your $500.00 check made payable to the "City of Marshalltown", should be returned **within fifteen days of the date of this letter (June 12, 2015)** to: City of Marshalltown, City Clerk's Office Alcohol Enforcement, 24 North Center Street, Marshalltown, Iowa, 50158.

(retailer copy)

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

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

For period July 14, 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: Liberty Gifts

Physical Location Address: 2500 S Center St. #1450 City: Marshalltown ZIP: 50158

Mailing Address: 333 E Grand Ave #105 City: Des Moines State: IA ZIP: 50309

Business Phone Number: (641) 753-1230

Legal Owner Information:

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

Legal Owner: Liberty Alternative Gifts LLC.
(Name of sole proprietor, partnership, corporation, LLC, or LLP)

Mailing Address: 333 E Grand Ave #105 City: Des Moines State: IA ZIP: 50309

Phone Number: (515) 865-3189 Fax Number: (___) _____ Email: LibertyGiftsHelp@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 ☒ Gift shop

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) Larry Hahn Name (please print) _____

Signature _____ Signature _____

Date 6-23-2015 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 _____

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 Debra J Simmons Signature _____

Date 7-1-2015 Date _____

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

Amount Paid: _____
Date issued _____ New ☐
Permit Number _____ Renewal ☐

Please send completed/approved copy to:
Iowa Department of Commerce, Alcoholic Beverages Division
Name of Issuing City or County _____

Memorandum

To: Mayor and City Council
From: Randy Wetmore, City Administrator RWW
Date: June 22, 2015
RE: Development of RFQ for Public Safety Buildings

As you are aware, it takes a significant amount of time to get a plan ready to be placed on an election ballot. The times a question may be placed on a ballot is set by the State. If the Council desires to place the question of a bond issue on the ballot for one or both of these buildings in the next year or so, it is time to start the process.

For city staff to prepare an RFQ, a number of questions need to be decided. Specifically, what does the Council want be a part of the scope of work. In order to prepare the scope of work we need answers for the following :.

**Would you like the RFQ to be for just a Police Station? Or, just a Fire Station? Or, would you like the next bond issue to be for both a Police Station and Fire Station?

**Would you like the firm selected to use the latest needs assessment documents? Update those documents? Or, to undertake a new needs assessment?

**Would you want them to analyze the potential to remodel the existing buildings the departments are housed in now?

**Would you like them to review the possibility of using another existing building for either department? Review them for efficiency and effectiveness of operations? Conduct environmental studies of the buildings? Develop overall cost estimates?

**Would you want them to look at green field sites for the construction of new facilities?

**Do you want site selection to be included? Including environmental studies? Utility location and construction considerations? Cost of preparing a site?

**Educational assistance such as public meeting presentations?

**Review possible technology equipment improvements, fiber, etc.?

**What would the maximum bond issue amount be for this project?

If you may have other questions or issues you want as part of the RFQ that is sent out please bring them up at the meeting on Monday.

Below is a time schedule if you would like to have a bond issue election in August of 2016.

Public Safety Design Timeline 2015-2016

RFQ Council Discussion	June 22, 2015
Send Out Request for Qualifications	July 13, 2015
Consultant Q&A Meeting	July 22, 2015
RFQ due to City Engineer	August 7, 2015
Consultant Interviews	August 17-18 or 18-19, 2015
Council Action Consultant Selection	August 24, 2015
Consultant Agreement approval	September 14, 2015
Design	Oct 1, 2015 – June, 2016
Resolution Calling for an Election	Prior to June 20, 2016
Election	August 2, 2016

Invitation to Submit Professional Qualifications for Design and Construction Administration for Police Headquarters and Main Fire Station Marshalltown, Iowa

For:	Architectural, Engineering, and related services—collectively hereafter, "Professional Services".
Description:	Qualifications Proposals for services from qualified firms to provide site location selection, review potential existing buildings for reuse, preliminary and final design services, prepare the site plans, provide the cost estimates for construction and FFE *(Furniture, Furnishings and Equipment)*, prepare construction documents, and supervise the bidding process. A needs assessment is included with this invitation.
RFQ issued:	**Tuesday July 14th, 2015**
Pre-Proposal Meeting:	**Wednesday, July 22nd, 2015 at 2:00 P.M** City Council Chambers, 10 West State St., Marshalltown, Iowa
Q&A Ends:	**Friday, July 31st, 2015 at 5:00 P.M.**
Qualifications Proposal Due:	**Friday, August 7, 2015 at 10:00 A.M.** See section entitled "Calendar – RFQ Process" on how to submit.
Interview:	**Tuesday and Wednesday, August 18th and 19th, 2015** Interviews will be conducted for selected firms City Council Chambers, 10 West State St., Marshalltown, Iowa
Fee Proposal Due:	Only those firms selected to interview based on the Qualifications Proposal review will be required to submit a Fee Proposal at the firm's oral presentation and interview.
Award Project:	**Monday, August 24, 2015, 5:30 P.M.** City Council meeting
Contract Approval:	**Monday, September 14, 2015, 5:30 P.M.** City Council Meeting

Introduction

The City of Marshalltown, Iowa (hereinafter "City) is seeking qualified firms to provide Professional Services (Architectural, Engineering, and related services) for a new Police Headquarters and new Fire Station. The firm selected for this project will provide site selection services, preliminary and final design services, assist with project education for the public, prepare the site plans, provide the cost estimates for construction and FFE, prepare construction documents, and supervise the bidding process.

The City's process to select a firm for the Professional Services is designed to identify the best qualifications to meet the City's objectives, and to enable the City's review panel to make a clear recommendation to the City Council. The City's panel will be composed of City staff members who have experience in Fire and Police operations, engineering, building construction and administrative services and community members.

- Request for Qualifications (RFQ) - The prospective firms are required to respond in writing to questions to provide the Professional Services to complete the project. The firm's Qualifications Proposal will be reviewed by the City's panel to determine which firms are selected to proceed to the next phase described below. Proposals shall be limited to 25 pages.

- Oral Presentation – Interview – Fee Proposal - Based on the Qualifications Proposals received, the City's panel will narrow the most responsive proposals to present and interview with the City's panel. At the interview, the firm will present a Fee Proposal and discuss it with the City's panel. Following this review, the final selection, if any, will be based on the proposal that best meets the requirements set forth in the RFQ, and is in the best interest of the City. At the time the City Council awards an Agreement for the Professional Services, it will be based on proposals received without additional submissions from the firms.

The City reserves the right to request clarification of information submitted and to request additional information of any firm.

The City reserves the right, at its sole discretion, to terminate this process at any time or reject any and all proposals without penalty prior to the execution of a Agreement.

Any Agreement resulting from this process shall be on forms either supplied or approved by the City and shall contain, at a minimum, applicable provisions of the request for qualifications and subsequent fee proposal. The City reserves the right to reject any Agreement that does not conform to the request for qualifications or subsequent fee proposal, and any City requirements for an Agreement. The City shall not be responsible for any fee incurred by the firm in preparing, submitting, or presenting its response to the request for qualifications and any subsequent fee proposal, or oral presentation to or interviews with the City.

Calendar – RFQ Process

a. **On Wednesday, July 22, 2015 at 2:00 p.m. a Pre-Proposal Meeting will be held in the Marshalltown City Council Chambers, 10 West State 2nd Floor.** All firms interested in this project are invited to attend a pre-proposal meeting to learn more about the scope of the project, and to ask initial questions. The pre-proposal meeting is not mandatory and will be held:

   Firms interested but unable to attend this pre-proposal meeting will need to access the Question and Answer posting on the website (see next item). City staff will not meet with a firm, or answer phone calls or e-mails in lieu of the pre-proposal meeting or Question and Answer postings. Your cooperation is appreciated in advance.

b. **The Question and Answer Period will begin after the Pre-Proposal meeting and end on Friday, July 31, 2015 at 2:00 p.m.** Starting after the pre-proposal meeting, you may submit questions by e-mail regarding this RFQ to jnickel@ci.marshalltown.ia.us. Please do not submit questions to the Police or Fire Chief. It is anticipated that the questions and answers will be posted continuously (daily, if possible) to the web site as a separate document at www.ci.marshalltown.ia.us. The questions will be posted anonymously. The questions and answers will remain posted until the RFQ is due.

c. **Qualifications Proposals are due Friday, August 7, 2015 by 2:00 p.m. by the City's clock.**

   Submissions received after the due date and time will not be opened. Only those firms selected to interview based on the qualifications review will proceed in this process. For hard copy submissions, 12 (twelve) copies and an electronic copy on a thumb drive must be received by the date and time (not per postmark).

   By Postal or Courier Service: To submit 12 (twelve) hard copies and thumb drive mail, or deliver in a sealed envelope clearly marked on the outside as "Police and Fire RFQ" to this address:

   Justin Nickel, Public Works Director
   24 N. Center Street
   Marshalltown, IA 50158

d. **Fee Proposal Submittal will be submitted at the oral presentation and interview. It is anticipated that interviews will be held on August 18 and 19, 2015:** Only those firms selected by the City to interview based on the Qualifications Proposal review will be required to submit One (1) hard copy of a Fee Proposal at the firm's oral presentation and interview with City staff.

Project Proposal

Each firm's Project Proposal will be evaluated by City panel based on written responses to the following 6 (six) items, and the criteria stated in the Scope of Project. Please provide a straightforward, concise description of your firm's capabilities to satisfy the requirements of this RFQ. Answer all items (1-6) in the order presented below; use at least 12 point font size, and limit your responses to 25 (twenty-five) or fewer typed single-sided pages. Our evaluation of your responses will determine if your firm will be selected to proceed further in this process; there is no intent to bring firms in to present at this qualifications stage in the process. Please see the RFQ's Calendar section for the Qualifications Proposal due date and time.

1. Understanding of the project and key issues involved. Include a list of services to be provided by your firm.
2. Identify any services to be provided by outside consultant(s).
3. Include an organizational chart indicating key personnel assignments and overall organization of the work effort. Identify any professional credentials of the project management, principals in charge, and any other primary personnel to be assigned to this project. The firm must also identify any specialty personnel to be utilized by the firm for this project. Those individuals identified in the proposal must be present at the oral presentation should your firm be selected.
   a. Identify 5 (five) recent projects of similar nature or scope completed by the firm, project team or outside consultants. For each project include
   b. Client name, primary contact, address, phone number and current email address
   c. Project description including the contract project completion date and actual completion date
   d. Gross and net square feet
   e. Pre-project fee estimate and actual fee awarded
   f. Floor plan and photograph or drawn rendering of exterior elevations
   g. Project team role in assistance with bonding for the project
4. Describe the firm's approach to establishing a fee for services and preferred form of agreement
5. Include the firm name, primary contact person, telephone number, fax number and email address

Scope of the Project

This project will provide for construction of a new police headquarters and a new main fire station on sites to be selected.

Services to be Provided by the Selected Firm:

1. The selected firm will provide a range of services leading to the construction of a new police headquarters and a new main fire station and ancillary facilities including a 911 dispatch center. These services shall include:

a. Site Selection: Assist with finding and analyzing potential sites. This can include green field sites, existing buildings for reuse. Also, review potential of remodeling and expanding present Fire Station.

b. Preliminary Design Phase: meets regularly with the Police and Fire command personnel, other City staff and a Public Advisory Committee to prepare preliminary designs, schematic designs, preliminary site plan, and preliminary cost estimates for construction and FFE; communicates regularly with the City's building official during the design phases.

c. Preliminary Cost Estimate: must be submitted by Tuesday, May 10, 2016 — provide City staff with preliminary cost estimates for construction and FFE to be used to determine bond requirements; assist City staff and support groups with preparation for bond issuance.

d. Meetings: It is expected that the firm selected will make monthly presentations to the City Council during the length of the project. The monthly meetings can be in person, conference calls or online video. Additionally, it is expected that the firm will be available for a minimum of 3 project update public meetings leading up to the bond election.

e. Final design work is contingent upon bond proceeds;

f. Revised Design and Cost Estimates: continues to meet regularly with the Police and Fire command personnel and other City staff to prepare recommended final designs, recommended site plans, and revised cost estimates for construction and FFE; communicates regularly with the City's building official during the design phases;

g. Recommended Site Plan and Final Design: – provides the City's Community Development Department with the recommended site plan to be sent in advance of its Planning and Zoning Commission meeting;

h. Recommended Final Cost Estimate: - provides City staff with the final cost estimates for all construction components and estimated costs for FFE based on the recommended site plans and final designs submitted above for Planning and Zoning;

i. Planning and Zoning Commission – presents the recommended site plan to the Planning and Zoning Commission;

j. City Council - presents the recommended site plan and recommended final design to the City Council.

2. The selected firm will provide proof of insurance—in at least these amounts:
   a. Comprehensive General Liability $1,000,000/$2,000,000;
   b. Auto Liability $1,000,000;
   c. Worker's Compensation as required by law;
   d. Professional Liability for Errors and Omissions $1,000,000.

Services to be Provided by the City:

1. The Police and Fire command personnel and other City staff to actively engage with the selected firm towards the development of the preliminary designs and a final design;
2. The Fire Chief, Police Chief and the Director of Public Works will meet regularly and jointly with the selected firm during all phases through to project completion.
3. The Director of Public Works will be the "point of contact" and is the City's representative authorized to sign construction and cost documents.

Method of Evaluation and Selection

1. The proposals submitted in response to this RFQ will be evaluated by a panel of City staff using a two-step process. The City will initially evaluate the firm's Qualifications Proposal based on the responses to the 6 (six) items under that heading, and the criteria stated in the Scope of Project.
2. Qualification Proposal will be reviewed based on the following criteria:
    a. Experience with similar projects (weighted at 40%)
    b. Project Team (weighted at 40%)
    c. Ability to meet schedule (weighted at 20%)
3. Based on the Qualifications Proposal review, only the firms selected for an oral presentation and interview will be required to submit a fee proposal at the interview. 1 (one) hard copy of the Fee Proposal will be due at the interview. The Fee Proposal shall provide both a fee and estimated number of hours to complete the Scope of Project. The fee shall include all RFQ services, personnel (own and outside consultant), supplies, reports, and miscellaneous expenses. If there are expenses that the Firm considers "reimbursable" that are NOT included in the fee for RFQ services, such expenses shall be separately identified and quantified as fully as possible. Do not include taxes—the City is tax exempt. Your Fee Proposal must be an all-inclusive not to exceed".
4. After the oral presentations and interviews, and in consideration of the qualifications and fee proposals, the City will select one or more firms to enter into negotiations as to the terms of the Agreement.
5. The firm's final Agreement must include an official offer to undertake the proposed work at the proposed fee, which will include an estimate of the number of hours to be spent on the project. The form of the final agreement shall be agreed upon by the City and the successful firm and this agreement will be approved by the City Council.

RDW

2015-119

RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE WPCP CONCRETE REPAIR PHASE II PROJECT, IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. 52013017

WHEREAS there was placed on file in the office of the Clerk of the City of Marshalltown, Iowa, proposed plans and specifications, proposed form of contract and estimated cost for a public improvement in the City of Marshalltown, Iowa, for the WPCP CONCRETE REPAIR PHASE II, Project No. 52013017, as fully set forth in the resolution ordering same, and that public notice of hearing on such plans, specifications and form of contract were duly published in the Marshalltown Times-Republican in time for hearing now before the Council, and

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

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the plans, specifications, form of contract and estimated cost heretofore placed on file and upon which public notice has been duly given and no objections thereto have been made either in writing or in open council, the Council does now adopt and approve the plans, specifications, form of contract and estimate of cost for Project No. 52013017, being the WPCP Concrete Repair Phase II in the city of Marshalltown, Iowa.

Passed this 13th day of July 2015, and signed this _____ day of July 2015.

CITY OF MARSHALLTOWN

_____

James L. Lowrance, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

Affidavit of Publication

STATE OF IOWA,
Marshall County, ss.

City of Marshalltown
Notice of Hearing and Letting Water Pollution Control Plant Concrete Repairs – Phase II Project # 52013017

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:

June 23, 2015

Statutory fees for publishing said notice are:

128.54

Kenna Jo Lanbertsen

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

NOTARIAL SEAL IOWA
SANDRA PLUMMER
MY COMMISSION EXPIRES
1-14-17

RESOLUTION APPROVING PUBLIC WORKS STREET DIVISION EQUIPMENT PURCHASE CONTRACT BY AND BETWEEN THE CITY OF MARSHALLTOWN, IOWA, MUNICIPAL STREET DEPARTMENT AND TITAN MACHINERY FOR THE PURCHASE OF A 2015 CASE END LOADER MODEL 721F IN THE AMOUNT OF $156,626.00

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 TITAN MACHINERY, of Des Moines, Iowa for a 2015 CASE END LOADER MODEL 721F

WHEREAS, the TITAN MACHINERY. bid consists of a 2015 CASE END LOADER MODEL 721F in the amount of $156,626.00.

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 TITAN MACHINERY, of Des Moines, Iowa, for a 2015 CASE END LOADER MODEL 721F, in the amount of $156,626.00, is hereby fully approved in all respects and particulars

Passed this 27th day of July 2015, and signed this _____day of July 2015.

CITY OF MARSHALLTOWN

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, City Clerk

the City of Marshalltown

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 2, 2015

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

From: Jeff Road
Street Superintendent

Re: Equipment Purchase – FY 2015-2016 End Loader

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 Case End Loader model 721F supplied by Titan Machinery for $156,626.

Background: The 2014-2015 CIP has money to replace an End Loader in the Street Department. The total budget for the loader is $200,000. The Streets Department will be trading in an existing end loader. Staff requested quotes from three dealers. Titan Machinery was the low quote of $156,626 with trade in value on a 1987 International 515B. Murphy Tractor provided a quote of $157,900 and Zeigler quoted $173,800.

Budget Impact: Titan Machinery quote of $156,626.00, totaling $43,374.00 less than the budgeted amount.

Attachment: Titan Machinery Quotation, Murphy Tractor Quotation, Zeigler 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

Marshalltown
All-America City
2012

TITAN MACHINERY
CONSTRUCTION DIVISION
system

Quotation

DATE June 22, 2015
Quotation #
SALES ID: Bob Mumm

Quotation valid until: August 31, 2015

Bill To:
City of Marshalltown
24 North Center Street
Marshalltown, Iowa 50158
Jeff Rhoads 641-485-4841

QTY.	Description	Product ID	PRICE
1	Case Wheel Loader model 721F 179 net horse power Case Engine 4 speed transmission, mid mount cooling system w/ reversing fan 65 Amp Alternator, 24volt system with 12 volt converter, full view air cleaner Limited slip differentials front & rear,20.5x25 radial Michlin tires 3 spool valve w/ joystick and lever,Z bar loader linkage w/ hydralic coupler 3.5 yard bucket w/ bolt on cutting edge, female coupler, additional counter weight Cab w/ heater and AC,air suspension heated seat, AM & FM radio, cab package, righthand brake pedal, headrest for seat, cold weather start package with grid heater, Heated rear view mirrors, 4 front and 2 rear halogen cab lights,rotary cab beacon, tool box, ride cont trol, bottom skid plates, standard fenders w/ left hsnd steps rear hitch w/ lockii ing pin, Delivered to Marsalltown maintance faucility Case 3 year 3000 hour full machine standard warranty Case 3 year 3000 hour Pro care system Case 3 year Site watch Telemactics this unit would be order from Fargo N.D. 60 days lead time		
			$164,426

QTY.	Description of Trade - In	PRODUCT ID	PRICE
1	IHC/ Dresser wheel loader # 61 W/ 8500 hours	8390130j000614	$7,800.00
		Trade in Allowance	$7,800.00
		Balance	$156,626.00
		TOTAL DUE	$156,626.00

Thank you for the opportunity to quote this equipment;if you have any questions, please call 515-669-3603 or 800 372 6032

Bob Mumm

THANK YOU FOR YOUR BUSINESS!

MURPHY TRACTOR & EQUIPMENT CO.

5087 E Broadway Ave
Des Moines, IA 50317-4744
515-263-0055

PO Box 1760
Dodge City, KS 67801-1760
620-227-3139

1303 3rd Ave. NW
Fort Dodge, IA 50501-2257
515-576-3184

P.O. Box 460
Gering, NE 69341-0460
308-436-2177

3204 S. Engleman Road
Grand Island, NE 68803-6621
308-381-0741

P.O. Box 1206
Great Bend, KS 67530-1206
620-792-2748

8600 NE Parvin Road
Kansas City, MO 64161-8300
816-483-5000

6100 Arbor Road
Lincoln, NE 68517-3211
402-467-1300

P.O. Box 1013
North Platte, NE 69103-1013
308-534-7020

9751 S.148th Street
Omaha, NE 68138-3898
402-894-1899

P.O. Box 5349
Sioux City, IA 51102-5349
712-252-2753

1401 S State Highway MM
Springfield, MO 65802-7726
417-863-1000

1621 NW Gage Blvd.
Topeka, KS 66618
785-233-0556

P.O. Box 387
Ulysses, KS 67880-0387
620-356-1071

P.O. Box 2520
Waterloo, IA 50704-2520
319-235-7085

5255 N Deere Road
Park City, KS 67219-3308
316-942-1457

Corporate Office:

5375 N Deere Road
Park City, KS 67219-3307
316-945-1015

April 7, 2015

Mr. Jeff Roads
City Of Marshalltown
24 N. Center St.
Marshalltown, IA 50158

Dear Jeff:

We are pleased to quote the following for your consideration:

(1) John Deere 624K Loader, new 2015 model, S/N Factory Order. STATE BID

The following factory and dealer options are included:

* 624K Standard Gathering Group,
* English Labels and Decals,
* 624K Loader,
* John Deere PowerTech PVS 6.8L meets EPA FT4 and EU Stage IV Emissions (186 Net Peak hp),
* Standard Fan Drive,
* Air Intake System with Centrifugal Precleaner Engine,
* Engine Muffler with Flat Black Exhaust Stack,
* 100 amp Alternator - FT4,
* 24 Volt to 12 Volt - 8 Amp Converter,
* Standard Fuel Filter Water Separator,
* 4-Speed Transmission,
* High Traction - Front & Rear Hydraulically Locking Differential Axles,
* Manual Axle Differential Lock,
* Michelin XTLA,
* Front Fenders,
* Z-BAR with Standard Greased Pin Joints,
* No Payload Scale,
* 3 Function -- Joystick with 3rd Function Auxiliary Control Lever and Steering Column FNR,
* ROPS Quiet Cab with Air Conditioning,
* Cab with Air A/C Charge,
* Standard Fabric, Back Rest Extension, Air Suspension Seat,
* Steering Wheel Only,
* Greased Steering Cylinder Joints,
* Ride Control,
* Left Side Steps,
* Halogen Work and Drive Lights,
* Heated Outside Mirrors,
* Rear Counterweight with Rear Hitch and Locking Pin,
* JDLink Ultimate Cellular for the Americas, excluding Costa Rica,
* Bucket Pins Less Bucket,
* AM/FM/WB Radio,
* Powered Cab Air Pre-Cleaner,
* Single Beacon Bracket,
* Transmission Side Frame Guards,
* Bottom Guards,
* ACS-Patriot Pro Series 2000 Automatic Male Coupler
* ACS-Patriot General Purpose Bucket 3.5 Yard X 108" w/ACS BOE
* Factory Tie-in Kit

ZIEGLER CAT

Quote 138365-01

May 28, 2015

CITY OF MARSHALLTOWNATTN ACCOUNTS PAYABLE
24 N CENTER ST
MARSHALLTOWN, Iowa 50158-4911
Attn: Jeff

Travis McDowell
Territory Manager
515-238-0640 cell

Caterpillar Model: 938M Wheel Loader

STANDARD EQUIPMENT

POWERTRAIN - Axle seal guards - Auto Idle shut down feature - Cat C7.1ACERT engine - -Power Modes (Standard and Performance) - -Power by Range (High Power in Range 4) - -Tier 4 Final/Stage IV compliant - -Turbocharged and aftercooled - -Filtered crankcase breather - -Diesel particulate filter - -Selective Catalyst Reduction - Coolant protection to -34C (-29F) - Differential lock in front axle - Dry type air cleaner - Enclosed wet disc full hydraulic brakes - Fuel priming pump, automatic - Fuel water separator - Hydraulically driven demand cooling fan - Hydrostatic transmission with electronic - control - -Operator Modes (Default, TC, Hystat and - Ice) - -Directional Shift Agressiveness (Fast, - Medium, Slow) - -Rimpull control, adjust wheel torque - -Creeper control, adjust ground speed - Lubed for life driveshafts - Parking brake, electric - Single plane cooling package wide 6 fins - per inch density - S-O-S port,engine,coolant,transmission - oil -

HYDRAULICS - Automatic lift and bucket kickouts, - adjustable in-cab - Bucket and Fork Modes, adjustable in-cab - Cylinder damping at kickout and - mechanical end stops - Fine Mode control (Fast, Medium, Slow) - in Fork Mode - Hydraulic Response setting (Fast, - Medium, Slow) - Hydraulic diagnostic connectors and - S-O-S ports - Hydraulic sight gauge, visible - Load sensing hydraulics and steering - Seat mounted hydraulic joystick controls

ELECTRICAL - Alternator, 115-amp, heavy duty - 12V power supply in cab (2) - Batteries, 1,000 CCA (2) 24 volt system, - disconnect switch - Back up alarm - Emergency shutdown switch - Halogen work lights front and rear, LED - rear stop and turn lights - Heavy duty gear reduction starter - Product Link PRO w/3 year subscription - Remote jump start post - Resettable main and critical function - breakers - Roading lights front and rear

OPERATOR ENVIRONMENT - 75 mm (3 in) retractable seatbelt - Automatic temperature control - Cab, enclosed ROPS/FOPS pressurized - and sound suppressed - Cup holders - External heated mirrors with lower - parabolic - Ground level cab door release - Gauges - -Digital hour meter, odometer and - tachometer - -Digital ground speedometer and - direction indicator - -Engine coolant temperature gauge - -Fuel and Diesel Exhaust Fluid level - indicator - -Hydraulic oil temperature gauge - Hydraulic control lockout - Interior cab lighting, door and dome - Interior rearview mirrors (2) - Lunch box storage - Operator warning system indicators - Radio ready speakers - Rear window defrost, electric - Seat mounted electronic implement - controls, adjustable - Sliding glass on the side windows - Column mounted multi function control - -lights, wipers, turn signal - Suspension seat, fabric - Tilt and telescope steering wheel - Tinted front glass - Wet arm wiper/washer, 2-speed and - intermittent, front - Wet arm wiper washer, rear -

OTHER STANDARD EQUIPMENT - Large-access enclosure doors with - adjustable close/open force - Parallel lift loader linkage - Recovery hitch with pin - Remote mounted lubrication points - Vandalism protection- - lockable compartments -

MACHINE SPECIFICATIONS

938M WHEEL LOADER DCA2
430-2807 938M WHEEL LOADER
430-2843 HYD,3V,COUPLER READY,STD LIFT
333-6858 STEERING, STANDARD
349-8013 DIFFERENTIAL,LIMITED SLIP REAR
430-2855 ENVIRONMENT, STANDARD
430-2829 WEATHER, COLD START 120V
423-7162 CAB, DELUXE
423-7201 SEAT, DELUXE
372-1868 RADIO, BLUETOOTH, AUX, MIC
366-8150 FENDERS, STANDARD
467-7990 COUNTERWEIGHT, HEAVY
430-2860 RIDE CONTROL
377-5635 CAMERA, REAR VIEW
377-5627 LIGHTS, AUX, HALOGEN/HALOGEN
430-2978 QUICK COUPLER, FUSION
454-0589 PRODUCT LINK - Must select from Lane 1 Mandatory selection
TIRES,20.5R25 MX XHA2 * L3
KIT, WARNING,BEACON,LED STROBE
INSTRUCTIONS, ANSI, US
ENGINE AR
PACK, DOMESTIC TRUCK
KIT,SERIALIZED TECHNICAL MEDIA
PRODUCT LINK, CELLULAR PL641
ACS COUPLER INSTALLED
ACS 3.75 YD GP BUCKET WITH BOCE

Sell Price	$178,800.00
Ext Warranty	Included
Less Gross Trade Allowance	($5,000.00)
Balance	**$173,800.00**

TRADE-INS

Model	Make	Serial Number	Year	Trade Allowance
515B	INTERNATIONAL - DRESSER - GALION (AE)	3390130J000614	1987	$5,000.00

WARRANTY

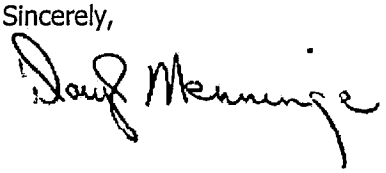
Standard Warranty:	1 Year Unlimited Premier
Extended Warranty:	5 Year / 5,000 Hour Governmental Powertrain Warranty

* Warranty: Included in machine sale price: Base Warranty is 12 Months with Full Machine Coverage, PLUS Powertrain & Hydraulics Extended Service Coverage out to a total of 36 Months or 3,000 Hours, whichever comes first, no deductible on all items covered.

Cash Sale Price:	$162,900
Less Trade Allowance:	$5,000. Trade unit: International 515B, SN 3390130J000614;
Price Complete, Delivered:	$157,900

We believe the equipment as quoted will exceed your expectations. On behalf of Murphy Tractor & Equipment Co., Inc., thank you for the opportunity to quote John Deere machinery.

Sincerely,



Daryl Menninga
Territory Sales Manager

CUSTOMER ACCEPTANCE:
'I accept the equipment & terms stated herewith.'

_____
Jeff Roads

'This proposal is good for 30 days'

RBW

RESOLUTION APPROVING DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND DT RETAIL PROPERTIES, LLC..

WHEREAS there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed Development Agreement by and between the City of Marshalltown, DT Retail Properties LLC.; and

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

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

Section 1. That the developer agreement by and between the City of Marshalltown, Iowa and DT Retail Properties LLC. as required the developer construct public sidewalks, construction or repair of driveway approaches and construction or repair of street pavement and DT Retail Properties LLC agrees to reimburse the City for inspection and construction administration costs in an amount up to but not to exceed eleven and one-half percent (11.5%) of the total costs as described in the Agreement attached hereto is fully approved in all respects and particulars and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of the City of Marshalltown.

Passed this 27th day of July 2015, and signed this _____ day of July 2015.

CITY OF MARSHALLTOWN, IOWA

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

the City of Marshalltown

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 7, 2015

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

From: Justin Nickel
Director of Public Works

Re: Approve Developer Agreement – DT Retail Properties LLC for construction of public improvements in conjunction with construction of a new retail store at 2306 South Center Street.

Policy Issue: City policy requires Governing Body approval of Agreements.

Recommendation: Staff recommends approving the agreement with DT Retail for construction of public sidewalks, construction or repair of driveway approaches and construction or repair of street pavement.

Background: DT Retail intends to build a new retail store at 2306 South Center Street. DT Retail has agreed to reimburse the City for inspection and construction administration costs in an amount not to exceed 11.5% of the total costs of improvements within the public right of way.

Budget Impact: DT Retail will reimburse the City for inspection and construction administration costs.

Attachment: Agreement.

cc: Randy Wetmore, City Administrator

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

Marshalltown
All-America City
2012

DEVELOPMENT AGREEMENT

This Development Agreement (this "**Agreement**") is made as of this 5th day of June, 2015 by and between the **CITY OF MARSHALLTOWN, IOWA**, a municipal corporation (the "**City**"), and **DT RETAIL PROPERTIES, LLC** a Virginia limited liability company ("**DT Retail Properties**").

WHEREAS, DT Retail Properties or its affiliate intends to acquire fee simple title to certain real property ("2306 South Center Street") located northeast of the intersection of South Center Street and Southridge Road in the City of Marshalltown, Marshall County, Iowa, which property is legally described in Exhibit A attached hereto; and

WHEREAS, in connection with the planned development of the DT Retail Properties Property as generally shown in Exhibit B attached hereto (the "**Site Plan**"), the City and DT Retail Properties concur that it would be in the best interest of the traveling public if certain improvements were made to the public rights-of-way located near the DT Retail Properties Property; and

WHEREAS, DT Retail Properties has agreed to construct certain off-site improvements to accommodate pedestrian and vehicular traffic along South Center Street and Southridge Road, subject to the terms and conditions of this Agreement; and

WHEREAS, DT Retail Properties has agreed to reimburse the City for inspection and construction administration costs in an amount up to but not to exceed eleven and one-half percent (11.5%) of the total costs of certain offsite improvements to accommodate pedestrian and vehicular traffic along South Center Street and Southridge Road to be made by DT Retail Properties as provided herein.

NOW THEREFORE, the City and DT Retail Properties, in consideration of the terms, covenants and conditions herein set forth, hereby agree as follows:

1. **DT Retail Properties Public Improvements**. DT Retail Properties hereby agrees, to design, bid and construct, or engage a qualified contractor to construct, the required public sidewalks along South Center Street and Southridge Road right-of-way, construct or repair driveway approaches, and construct or repair intersection paving in accordance with the Site Plan attached hereto (the "**DT Retail Properties Public Improvements**"). The construction of the DT Retail Properties Public Improvements shall be subject to the following:

(a) **Permits**. DT Retail Properties' obligations as set forth herein shall be subject to receipt of all necessary permits and government approvals in connection with the planned development of the DT Retail Properties Property, including, but not limited to, any permits or approvals required by the Iowa Department of Transportation (the "**IDOT**") (collectively, all such permits and government approvals shall be referred to as the "**Government Approvals**"). DT Retail Properties shall, at its own cost and expense, with the cooperation of the City, apply for and obtain such Government Approvals as necessary for the DT Retail Properties Public Improvements.

(b) **License to Construct**. The City grants to DT Retail Properties, its agents, successors and assigns, a license and temporary easement to enter onto any adjacent property of the City necessary to construct the DT Retail Properties Public Improvements and regulate pedestrian and vehicular traffic to such areas during the construction of the DT Retail Properties Public Improvements.

(c) **Costs of the DT Retail Properties Public Improvements**. DT Retail Properties shall be responsible for all costs and expenses in connection with the design, permitting, bid and construction of the DT Retail Properties Public Improvements.

2. **City Public Improvements.** There are no City Public Improvements associated with this agreement.

3. **City Approvals**. The City approves of the street layout, access, curb cuts and other matters as shown on the Site Plan_attached hereto. The City agrees it shall timely review and not unreasonably withhold any "City Approvals" (defined as all requests for building permits, certificates of occupancy and all other approvals lawfully required for DT Retail Properties to construct and operate its retail stores, parking lot and related improvements upon the DT Retail Properties Property and to obtain access to all abutting and appurtenant rights-of-way, in accordance with ordinances, building codes, rules and regulations promulgated by the City) necessary to construct the DT Retail Properties Public Improvements; provided that DT Retail Properties complies with all applicable laws, regulations and ordinances of the City and pays all reasonable and customary permit and application fees.

4. **Dedication of Improvements**. Subject to all of the other provisions of this Agreement and any exhibits hereto attached, DT Retail Properties shall, without charge to the City, upon completion of the DT Retail Properties Public Improvements, unconditionally give, grant, convey and fully dedicate such improvements to the City free and clear of all encumbrances. DT Retail Properties shall non-exclusively assign the rights to enforce all construction contracts, contractors' bonds and design agreements regarding such improvements to the City so that these may be enforced by the City after such acceptance. Notwithstanding the foregoing, DT Retail Properties shall retain ownership to all private improvements located on the DT Retail Properties Property.

5. **No Improvement District or Special Assessments**. The City shall create no improvement district(s) arising out of the construction activities contemplated by this Agreement. DT Retail Properties' construction of the DT Retail Properties Public Improvements as set forth herein represent the maximum liability of DT Retail Properties to fund and pay for the construction activities contemplated by this Agreement. The City waives any requirement of DT Retail Properties to pay any special or other assessment associated with the construction activities contemplated by this Agreement (unless otherwise stated herein). The City further agrees that DT Retail Properties shall have no responsibility for any costs associated with any increased public road required in connection with development of any property located in the vicinity of DT Retail Properties Property, which is not owned by DT Retail Properties.

6. **No Obligation to Construct or Operate**. The City hereby acknowledges that DT Retail Properties or its affiliate, as of the date hereof, may not own fee title to the DT Retail Properties Property. The City further agrees that none of the obligations of DT Retail Properties set forth herein shall be binding against DT Retail Properties until such time as:

(i) the adjacent Iowa DOT frontage road has been removed, (ii) DT Retail Properties has received all building permits required to legally commence construction of DT Retail Properties planned retail facilities and (iii) DT Retail Properties or its affiliates have acquired fee title to the DT Retail Properties Property. Notwithstanding anything to the contrary contained herein, the City agrees that the DT Retail Properties Property may be used for any lawful purpose allowed by the Marshalltown Zoning Ordinance of 2010. It is expressly agreed that nothing contained in this Agreement shall be construed to contain a covenant, either expressed or implied, to either commence the construction of a

building or the operation of a business or thereafter continuously operate a business on the DT Retail Properties Property. The City recognizes and agrees that DT Retail Properties may, at DT Retail Properties' sole discretion, cease the operation of its business on the DT Retail Properties Property and the City hereby waives any legal action for damages or for equitable relief resulting from such cessation of business activity by DT Retail Properties.

7. **No Agency or Partnership**. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the City and DT Retail Properties nor between the City and any officer, employee, contractor or representative of DT Retail Properties. No joint employment is intended or created by this Agreement for any purpose. DT Retail Properties agrees to so inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Agreement.

8. **Governing Law**. This Agreement shall be construed under the laws of the State of Iowa.

9. **Entire Agreement**. **THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY BE LEGALLY ENFORCED AND THE PARTIES HERETO MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

10. **Counterparts**. This Agreement may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively one agreement.

11. **Binding Effect**. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

12. **Further Assurances**. From time to time after the date hereof, without further consideration, the parties will (i) execute and deliver, or cause to be executed and delivered, such instruments to each other as may reasonably request in order to effectuate the intent of this Agreement and (ii) use reasonable good faith efforts to obtain any third-party consents reasonably necessary to effectuate the intent of this Agreement.

13. **Severability**. The provisions of this Agreement shall be deemed severable. If any part of this Agreement shall be held invalid, illegal or unenforceable, the remainder shall remain in full force and effect, and such invalid, illegal or unenforceable provision shall be reformed by such court so as to give maximum legal effect to the intention of the parties as expressed therein.

14. **Authorization**. DT Retail Properties represents, covenants and warrants that the making and execution of this Agreement and all other documents and instruments required or related hereunder have been fully authorized by the necessary corporate action of DT Retail Properties and are valid, binding and enforceable obligations of DT Retail Properties in accordance with their respective terms. The City represents, covenants and warrants that the making and execution of this Agreement and all other documents and instruments required or related hereunder have been fully authorized by the necessary organizational action of the City and are valid, binding and enforceable obligations of the City in accordance with their respective terms.

15. **Default**. Each party acknowledges that time shall be of the essence in the performance of its obligations under this Agreement and that each of the parties shall be expending considerable funds, committing administrative time at a substantial cost, and making contractual obligations with third parties, all in reliance upon and in anticipation of the timely performance by the other parties of their respective duties and obligations under this Agreement.

In the event of a default by any party of this Agreement, the aggrieved parties may pursue

any and all remedies available under law or in equity against the defaulting party, including, without limitation, recovery of damages or specific performance of the defaulting party's obligations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter set forth.

THE CITY:

CITY OF MARSHALLTOWN, IOWA,
a municipal corporation

By:_____
MAYOR

ATTEST:_____
CITY CLERK

DT RETAIL PROPERTIES:

DT RETAIL PROPERTIES, LLC,
a Virginia limited liability company

By:_____

Bruce A. Walters
Senior Vice President
Real Estate and Construction

EXHIBIT A

LOT 1 LEGALLY DESCRIBED

Tract I:

Lot 1, EXCEPT the East 50 feet, Block 1, Southridge Addition to Marshall, Marshall County, Iowa;

AND

Tract II:

Parcel "A" lying in Lot 4 of the Subdivision of the Northwest Quarter of the Northeast Quarter of Section 11, Township 83 North, Range 18 West of the 5th P.M., Marshall County, Iowa, as shown in Plat of Survey recorded June 17, 2003 as Instrument No. 0306158 of the records of the Recorder's Office , Marshall County, Iowa.

EXHIBIT B

SITE PLAN

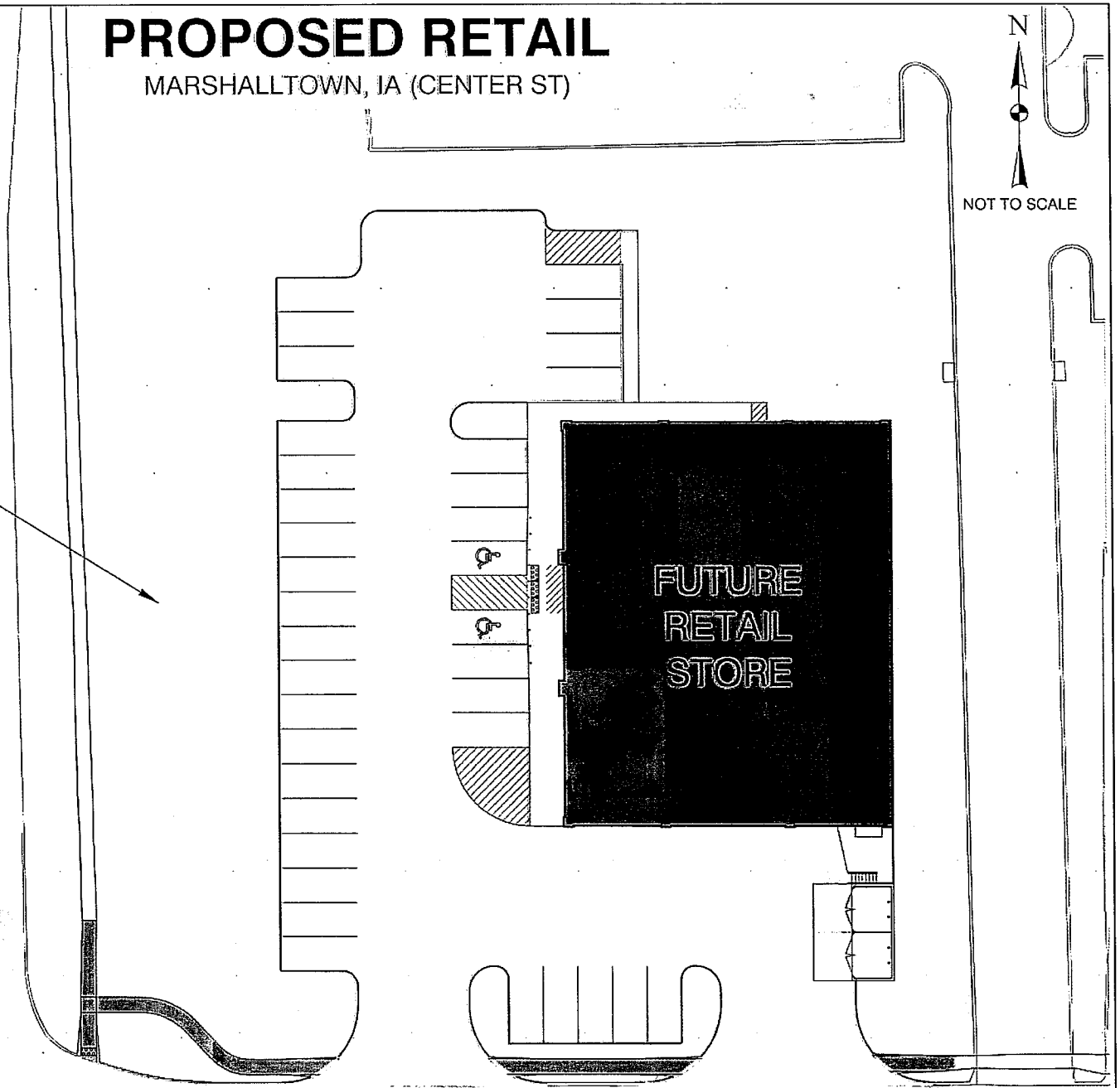
PROPOSED RETAIL

MARSHALLTOWN, IA (CENTER ST)

KEY LEGEND:

- FUTURE RETAIL STORE
- PAVEMENT IMPROVEMENTS
- SIDEWALK IMPROVEMENTS
- E SOUTHRIDGE RD STREET IMPROVEMENTS

EXISTING PAVEMENT TO BE REMOVED (BY OTHERS)



J:\5527\dwg\Exhibits\Site Plan for Development.dwg - Landscape - 05-21-15 - 12:03pm - jpr265

2015-___

RESOLUTION 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.

WHEREAS a proposed agreement between the City of Marshalltown and The Iowa Department of Transportation for funding authorized and approved costs for eligible items associated with the development of approximately 1,000 feet of South Street located on the southeast side of town in the Industrial Park was approved by City Council Resolution 2013-198 on December 30, 2013; and

WHEREAS the Council finds rescinding the RISE Agreement with the Iowa Department of Transportation is in the best interest of the City of Marshalltown.

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

Section 1. That the Revitalize Iowa's Sound Economy Program (RISE) Project Agreement with the Iowa Department of Transportation be rescinded.

Section 2. That the Mayor and City Clerk are hereby authorized and directed to effectuate this council action on behalf of the City of Marshalltown.

Passed this __ day of July, 2015, and signed this ___ day of July, 2015.

CITY OF MARSHALLTOWN, IOWA

_____

James L. Lowrance, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

RBW

RESOLUTION NO. 2015-___

RESOLUTION TO SUPPORT THE IOWA DEPARTMENT OF TRANSPORTATION RISE APPLICATION FOR SOUTH STREET IMPROVEMENTS RELATING TO THE DEVELOPMENT AGREEMENT WITH TIG DISTRIBUTING, INC.

WHEREAS an existing warehousing and distribution company is under contract to purchase approximately 16 acres in the MIP 6th addition for the construction of a 34,000 sq. ft. warehousing and manufacturing facility if this RISE application is approved; and

WHEREAS the developer has made an offer to purchase and expand contingent upon access and critical infrastructure; and

WHEREAS South Street and 14th Avenue currently terminate leaving an additional 41 acres of development property without access and essential infrastructure; and

WHEREAS the Marshalltown Comprehensive Plan recommends industrial and transportation improvements in this are recommended, and the Council finds this proposal is in the best interest of the City of Marshalltown, Iowa.

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

Section 1: The City of Marshalltown hereby supports this business project.

Section 2: The City of Marshalltown certifies that there is an immediate non-speculative opportunity for permanent job creation and the City has an estimated cost of $849,021 of proposed road improvements for the business.

Section 3: RISE grant funding is imperative to complete this project. The City is applying for the grant funding conditioned upon the City assuming a proportion of the cost.

Section 4: The City will lose this development opportunity as it cannot afford to complete this project without assistance from RISE funds or other grant sources.

Section 5: Approval of this project and acceptance of the RISE grant, if awarded, is contingent upon the City and developer reaching a Development Agreement after such public notices and hearings as may be legally required.

Section 6: The proposed project on South Street west of 18th Avenue will continue to be dedicated to public use.

Section 7: The City of Marshalltown will be responsible for the new roadway, and the City will adequately maintain this public road.

Passed this ___ day of July, 2015, and signed this ___ day of July, 2015.

CITY OF MARSHALLTOWN, IOWA

_____

James L. Lowrance, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

Chip Seal Construction Cost Estimates

Option	Treatment Type	Estimated Bid Items	Cost	Quantity	Unit	Estimated Cost
1	Chip Seal/Seal Coat	Aggreate	$1.80		SY	$43,893.00
		Binder				
		Traffic Control	$5,000.00		LS	$5,000.00
		Mobilization	$12,000.00		LS	$10,000.00
					Totals	$58,893.00
					Contingency, 10%	**$64,782.30**
2	Double Chip Seal/Seal Coat	Aggreate	$4.00		SY	$97,540.00
		Binder				
		Oil & Reclamation	$107,865.63		SY	$107,865.63
		Traffic Control	$5,000.00		LS	$5,000.00
		Mobilization	$12,000.00		LS	$10,000.00
					Totals	$220,405.63
					Contingency,10%	**$242,446.19**
3	1" to 1-1/2" Asphalt Overlay	1" Overlay, HMA Int. Course 1/2" Mix	$60.00		TON	$123,449.06
		Asphalt Binder	$650.00		TON	$80,241.88
		Traffic Control	$7,500.00		LS	$7,500.00
		Mobilization	$15,000.00		LS	$15,000.00
					Totals	$226,190.95
					Contingency, 10%	**$248,810.04**
		1-1/2" Overlay, HMA Int. Course 1/2" Mix	$60.00		TON	$164,598.75
		Asphalt Binder	$650.00		TON	$78,000.00
		Manhole Adjustments	$1,000.00		EA	$23,000.00
		Driveway Adjustments	$1,000.00		EA	$65,000.00
		Traffic Control	$7,500.00		LS	$7,500.00
		Mobilization	$15,000.00		LS	$15,000.00
					Totals	$353,098.75
					Contingency, 10%	**$388,408.63**
4	Fly Ash & Reclamation	Fly Ash & Reclamation	$172,585.00		SY	$172,585.00
		3" Overlay HMA Int. Course 1/2" Mix	$60.00		TON	$246,898.13
		Asphalt Binder	$650.00		TON	$162,500.00
		Manhole Adjustments	$1,500.00		EA	$34,500.00
		Seeding	$8,000.00		LS	$8,000.00
		Survey	$10,000.00		LS	$10,000.00
		Mobilization	$15,000.00		LS	$15,000.00
		Traffic Control	$7,500.00		LS	$7,500.00
					Totals	$656,983.13
					Contingency, 10%	***$722,681.45***

the City of Marshalltown

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 7, 2015

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

From: Justin Nickel
Director of Public Works

Re: Iowa DOT Repairs to Highway 14 within Marshalltown City limits.

Policy Issue: None.

Recommendation: None.

Background: The DOT is in the planning stages for a rehabilitation project on IA Highway 14. They are currently trying to get a consultant under contract to begin a project concept. It will be 6-9 months before any details are known. No projects are planned at this time.

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

Marshalltown
All-America City
2012

PUBLIC NOTICE

CITY OF MARSHALLTOWN, IOWA OFFICIAL NOTICE OF HEARING AND LETTING

Water Pollution Control Plant Concrete Repairs - Phase II

PROJECT NO. 52013017

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR Water Pollution Control Plant Slab and Tank Repair IN THE CITY OF MARSHALLTOWN, IOWA, AND THE TAKING OF BIDS FOR SUCH IMPROVEMENTS.

A public hearing will be held at 5:30 p.m. local time on the 13th day of July, 2015 in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, on the proposed plans, specifications, proposed form of contract, and the estimated cost of improvements proposed to be constructed under Project No. 52013017, the Water Pollution Control Plant Slab and Tank Repair now on file in the office of the City Clerk and at said hearing any interested person may appear and file objection thereto or to the bidding process.

Sealed proposals based upon the proposed plans, specifications, proposed form of contract, estimated costs of improvement, will be received by the City Clerk at 24 N. Center Street until 10:00 a.m. local time, on the 16th day of July, 2015 for the construction of the Water Pollution Control Plant Slab and Tank Repair as described in the plans and specifications for Project No. 52013017, and which will be opened, read, and tabulated by the City Engineer or his designate at that time, will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers on the 27th day of July, 2015 or at such later time and place as may then be fixed.

The proposed work will involve furnishing the labor, equipment, and materials necessary for constructing the Water Pollution Control Plant Slab and Tank Repair in Marshalltown, Iowa as shown in the plans and specifications for Project No. 52013017, the Water Pollution Control Plant Slab and Tank Repair.

The extent of work involved is as follows:

1. Power wash and sandblast aeration tanks at elevations noted on drawings.
2. Repair of aeration tanks.
3. Repair and install concrete topping over three east-west interior walls and north wall.
4. Replace existing 9'4" concrete slab-on-grade north of aeration tank.
5. Repair and install concrete topping over existing concrete cap slab east of aeration tanks.

All work is to be done in strict compliance with the Plans and Specifications for said Project No. 52011006A as proposed by the City Engineer.

The work shall begin without unnecessary delay. The work will be done in 2 time periods. The first time period is July 27-October 31, 2015. Work inside the Aeration tanks must stop as requested by Engineer and the tanks filled with water when temperature is consistently [illegible]. The second time period is April 25, 2016 to June 30, 2016. The work shall be substantial complete on June 30, 2016 and ready for Final Completion in accordance with the contract within 10 calendar days from the date substantial completion is certified by the Engineer. The City and Contractor recognize that time is of the essence of this Agreement and that City will suffer financial loss if the Work is not completed within the times specified in paragraph above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving in a legal preceding the actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City according to the following schedule:

Contract Amount	Substantial Completion Liquidated Damages	Final Completion Liquidated Damages
$0 to $25,000	$75.00	$75.00
$25,001 to $50,000	$125.00	$75.00
$50,001 to $100,000	$200.00	$100.00
$100,001 to $500,000	$400.00	$200.00
$500,001 to $1,000,000	$600.00	$300.00
$1,000,001 to $2,000,000	$925.00	$400.00
$2,000,001 to $5,000,000	$1,375.00	$500.00
$5,000,001 to $10,000,000	$2,000.00	$1,000.00
$10,000,001 and up	$3,000.00	$1,500.00

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

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

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

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

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

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

Plans, specifications and proposed contract documents may be examined at the office of the City Engineer, Marshalltown, Iowa, and at the office of the City Clerk, Marshalltown, Iowa. Copies of said plans, specifications, and Form of Proposal blanks may be secured at the office of the Engineer by bona fide bidders upon a deposit of $25.00 per set.

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

This Notice to Bidders is hereby published by authority of resolution duly adopted by the Council of the City of Marshalltown

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

----------19312

RDW

RESOLUTION NO. _____

Resolution expressing intent to enter into Sewer Revenue Loan Agreement

WHEREAS, the City of Marshalltown (the "City"), in Marshall County, State of Iowa, has heretofore proposed to enter into a Sewer Revenue Loan Agreement (the "2015 Loan Agreement") in a principal amount not to exceed $6,000,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of financing the construction of improvements to the municipal sanitary sewer system, and has published notice of the proposed action and has held a hearing thereon; and

WHEREAS, the City intends to enter into the 2015 Loan Agreement and to issue Sewer Revenue Bonds (the "Bonds") in the future;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Marshalltown, Iowa, as follows:

Section 1. The Council hereby expresses its intent to enter into the 2015 Loan Agreement and issue the Bonds in the future and further declares that this resolution shall constitute the "additional action" required by Section 384.24A of the Code of Iowa.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved July 13, 2015.

_____
Mayor

Attest:

_____
City Clerk

Affidavit of Publication

STATE OF IOWA,
Marshall County, ss.

City of Marshalltown
Notice of Hearing on Sewer Revenue Improvement Loan Agreement in a Principal Amount not to Exceed 6,000,000
The Council will meet on July 13

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:
June 23, 2015

Statutory fees for publishing said notice are:
23.30

Kenna Jo Lanbertsen

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

NOTARIAL SEAL IOWA
SANDRA PLUMMER
MY COMMISSION EXPIRES
1-14-17

PUBLIC NOTICE
NOTICE OF HEARING ON SEWER REVENUE IMPROVEMENT LOAN AGREEMENT IN A PRINCIPAL AMOUNT NOT TO EXCEED $6,000,000

The City Council of the City of Marshalltown, Iowa, will meet on the 13th day of July, 2015, at the Council Chambers, Marshalltown, Iowa, at 5:30 o'clock p.m., for the purpose of holding a public hearing on a proposal to enter into a loan agreement (the "Loan Agreement") in a principal amount not to exceed $6,000,000, for the purpose of paying the cost, to that extent, of constructing improvements to the municipal sanitary sewer system.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa. The Loan Agreement will not constitute a general obligation of the City, but will be paid solely and only from the net revenues of the municipal sanitary sewer system and will rank on a parity with the City's outstanding Sewer Revenue Improvement and Refunding Bonds, Series 2012, Sewer Revenue Improvement Bonds, Series 2013 and Sewer Revenue Bond, Series 2014.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Marshalltown, Iowa.

Shari Coughenour
City Clerk

19330

Marshalltown Central Business District
City Code Building Upgrade Grant Application

Property Information:

Address: 208 East Church St.

Current Tenant (Business Name): Central IA Endodontics and Marshalltown Oral Surgeons

Use: Commercial (mixed after renovation) Zoning: Commercial (approved for mixed)

Applicant Information:

Name of Applicant: Aaron Benscoter

Mailing Address: 1708 Rainbow Dr (Street) Marshalltown, (City,) IA (State) 50158 (Zip)

Phone: _____ Fax: _____ Cell: 641-750-7063

Owner Information (If different from applicant information):

Name of Applicant: _____

Mailing Address: _____ (Street) _____ (City,) _____ (State) _____ (Zip)

Phone: _____ Fax: _____ Cell: _____

Proposed use of funds City Code Expense			Est. Cost
Examples – Code Upgrade Costs			
X Sprinklers	Code Upgrade ✓	Not Code Upgrade _____	$ 39,700
___ Stairway	Code Upgrade ✓	Not Code Upgrade _____	$ _____
Examples – Non-Code Upgrade Costs			
___ Dry Wall	Code Upgrade _____	Not Code Upgrade ✓	$ _____
___ Painting	Code Upgrade _____	Not Code Upgrade ✓	$ _____
List all work and check aspects that are to meet code(Attach sheet in this format if needed)			
X Alarm System (Fire)	Code Upgrade ✓	Not Code Upgrade _____	$ 12,320
X Fire Door Install	Code Upgrade ✓	Not Code Upgrade _____	$ 18,800
___ _____	Code Upgrade _____	Not Code Upgrade _____	$ _____
___ _____	Code Upgrade _____	Not Code Upgrade _____	$ _____
___ _____	Code Upgrade _____	Not Code Upgrade _____	$ _____
___ _____	Code Upgrade _____	Not Code Upgrade _____	$ _____
		Total estimated cost	$ 70,820
		Grant amount requested	$ 35,410
		Low Interest Loan amount requested	$ 20,000 Max Grant
(Low Interest Loan Available with Participating Banks – See overview)			

Note: *Applicant must provide a copy of all proposed materials and design drawings for estimated scope of work and, upon completion, a copy of the contractor's waiver of lien for evidence of payment. The* Main Street Downtown Incentive Committee/*City reserves the right to request additional information.*

I hereby affirm that I have full legal capacity to authorize the filing of this application and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. The owner invites Main Street Downtown Incentive Committee/*City* **representatives to make all reasonable inspections, investigations and take pictures of the subject property during the processing period of this request.**

I understand that this is a voluntary program. I also understand the Main Street Downtown Incentive Committee/*City* **has the right and discretion to approve or deny any project portions thereof.**

I authorize the use of any pictures involving this project by the Main Street Downtown Incentive Committee/*City*

6/17/15
Signature of Applicant **Date**

6/17/15
Signature of Owner **Date**

Return to:
Marshalltown Central Business District, Jenny Etter, Director
16 E Main St Suite #280
Marshalltown, IA 50158
Phone: 641-844-2001 Fax: 641-844-2002

Work commenced prior to Approval of the City Code Building Upgrade Application is not eligible.

To Main Street Downtown Incentive Committee:

The following summary of intent and work description is regarding fire and electrical code upgrades at 208 East Church St. in Marshalltown.

I purchased this building through my LLC, Compassion Properties after Robert Thomas of Great Western Bank shared the recent housing study with me. The study showed what appears to be an extreme lack of housing, particularly for those desiring middle/higher quality units for rent. The intent of renovation at 208 East Church St. is to convert several commercial units into 8 residential units (three-3 bedroom and five-2 bedroom units) at this location. Two units that are used for commercial purposes (Chan Endodontics and Ames Oral Surgeons) will remain in the building. Fire code upgrades will include all 10 units and the attic space.

This request is for three projects. The first is for a sprinkler system throughout the entire building, including the attic space. The second is for a fire alarm system for every unit and the common hallways. The third project is adding fire doors to all units (fire walls have already been completed) the entry door and the attic space. This proposal includes 14 fire-rated doors (11 entry doors to units, one in the north hallway separating the oral surgeons from the residential units along with two for their offices and two separating attic spaces), installation, and removal/disposal of old materials.

Summary of estimates:

Estimate for sprinkler installation is $39,700

Estimate for fire alarm system $12,320

Estimate for fire door project is $18,800

Thank you for your consideration regarding these projects,

Aaron Benscoter
1708 Rainbow Drive
Marshalltown, IA 50158
641-750-7063

MIDWEST
AUTOMATIC FIRE SPRINKLER COMPANY

4910 "F" Street Suite 400
Omaha, Nebraska, 68117
(402) 558-7080
FAX (402) 733-7810

2001 DeWolf Street
Des Moines, Iowa 50316-2761
(515) 262-9311
FAX (515) 265-0361

1300 West 76th Street
Davenport, Iowa 52806
(563) 388-6647
FAX (563) 388-6648

REPLY TO: Des Moines Office

January 8, 2015

Marshalltown Apartments
208 East Church
Marshalltown, Iowa

Attn: Mike

Re: Fire Sprinkler System

Mike:

As requested, the **MIDWEST AUTOMATIC FIRE SPRINKLER COMPANY** is pleased to ~~submit the~~ following price to provide and install (1) wet pipe fire sprinkler system within the above mentioned facility, as described herein.

Total Price: **THIRTY NINE THOUSAND SEVEN HUNDRED DOLLARS, ($39,700.00)**

Price is based on Midwest starting inside the building at an adequately supplied 4" flanged spigot to be provided, installed, flushed, and tested by others.

Price includes (92) recessed chrome pendent, (86) bronze upright, (12) horizontal sidewall, (1) dry type chrome pendent, (1) water flow indicator, (1) exterior horn/strobe, (1) rough brass fire department connection, (1) main drain valve, (1) auxiliary drain, (1) double check backflow preventer with tamper switches, (1) inspectors test station, and (1) spare head cabinet.

The system would be designed for light and ordinary hazard occupancy in accordance with NFPA 13, utilizing schedule 10/40 black steel and Blazemaster CPVC piping.

It should be noted that this proposal does not include underground piping, electrical ~~wiring, fire alarm~~ work, painting, dry pipe system, freeze protection, adequate heat, patching, ceiling removal/replacement, protection within or under exhaust hoods/ducts, combustible blind spaces, nor any areas subject to freezing temperatures.

Price is contingent on the owner providing and maintaining adequate heat throughout the ~~facility~~ including the attic space to prevent damage to the wet pipe system due to freezing temperatures.

Should questions arise, feel free to contact me.

Sincerely,
MIDWEST AUTOMATIC FIRE SPRINKLER COMPANY

Brad Renze
Sales Engineer

Proposal

S & S ELECTRIC LTD.
ELECTRICAL CONTRACTORS
175 HIGHWAY 6
GRINNELL, IOWA 50112
(641) 236-5533
FAX (641) 236-5549

6/17/2015 2981

Compassion Properties
1708 Rainbow Dr.
Marshalltown IA 50158

Furnish labor and material to install a complete addressable fire alarm system. The design will be approved by the State Fire Marshall and City of Marshalltown. This system will provide fire detection and notification for all common areas of the building.

Total Cost: 12,320.00

WE PROPOSE to furnish labor and material — complete in accordance with above specifications, and subject to conditions found on both sides of this agreement, for the sum of: $12,320.00

_____ *dollars ($_____).*

Payment to be made as follows: _____

_____

ACCEPTED. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. (Read reverse side).

Date of Acceptance _____

By _____

By _____

Respectfully submitted,

S & S ELECTRIC LTD.

By _____

Note: This proposal may be withdrawn by us if not accepted within _____ *days.*

Webber Construction

311 West Madison St.
Marshalltown, IA, 50158
641-751-2455

Quote: 208 East Church St. fire door (14 total) installation and attic fire code update

Install fire doors on all doorways (11), hallway (1) to Oral Surgeons, and two attic spaces (2)

- Removal of old doors
- Reframing of opening for new doors
- Install new doors 90 min fire rating
- Install door closer and smoke seal

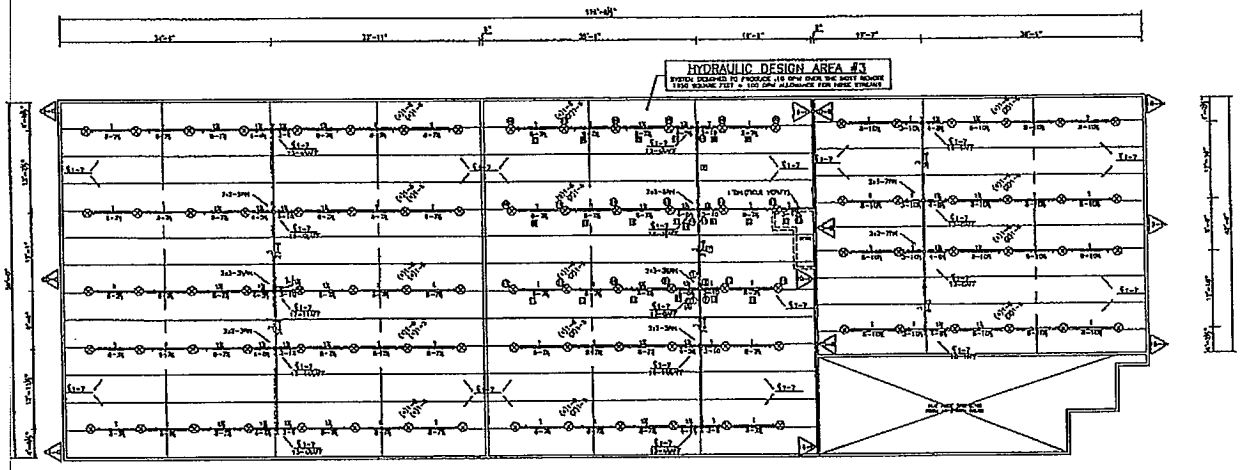
Framing of wind break and smoke walls in attic space

- Framing wall section under beam
- Seal all holes in block wall
- Install doors on both walls

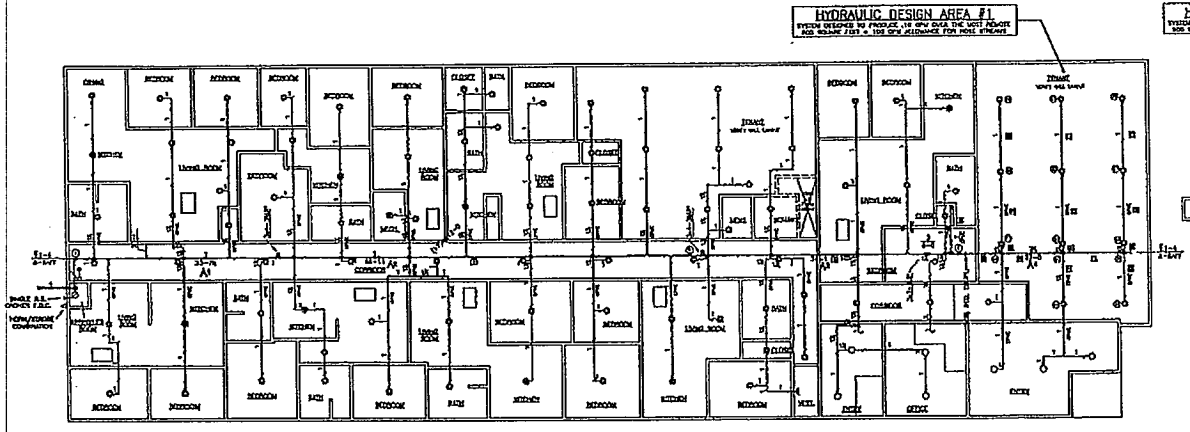
Framing of wall in hallway area.

- Frame wall with 2 layers 5/8 type x drywall both sides
- Fire caulk ceiling and floor
- Install fire door with panic bar and smoke seals

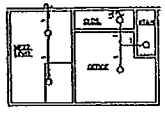
Total price for materials and labor: $18,800

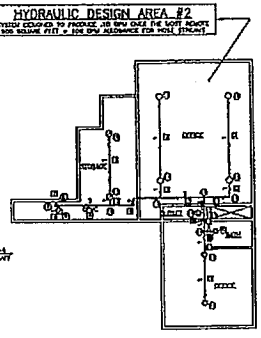


ATTIC LEVEL



MAIN LEVEL





LOWER LEVEL

FRAMING PLAN

HANGER NOTE

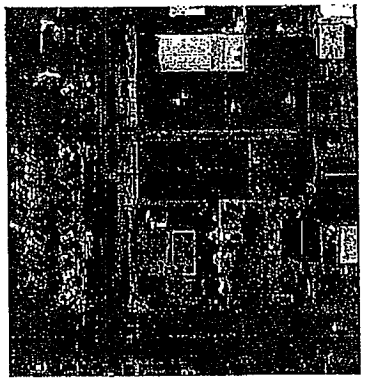
SPRIG SCHEDULE

STEEL PIPE NOTE
1"-2" PIPE TO BE SCH.40
2½"-4" PIPE TO BE SCH.10

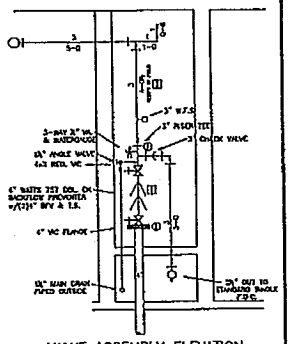
CPVC PIPE NOTES

CPVC PIPE NOTE

Flow Test Data:
TAKEN BY MARSHALLTOWN WATER WORKS
STATIC PRESSURE: 80 PSI
RESIDUAL PRESSURE: 64 PSI
FLOW GPM: 1,030 GPM



PLOT PLAN



VALVE ASSEMBLY ELEVATION

ATTENTION – ALL NOTES CHECKED BELOW ARE APPLICABLE TO THIS DRAWING

REVISION

NO.	DATE	DESCRIPTION	BY

CONTRACT WITH: Owner
ADDRESS: DES MOINES, IOWA

HYDRAULIC DESIGN DATA

	CALCULATION #1	CALCULATION #2
Hazard Class	LIGHT	LIGHT
Area of Application	1500 SQ. FT.	1500 SQ. FT.
Density	.10 GPM/SQ. FT.	.10 GPM/SQ. FT.
Sprinklers Count	19	19
Sprinklers Area	1900 SQ. FT.	1900 SQ. FT.
Demand	190 GPM @ 49.3 PSI	190 GPM @ 49.3 PSI

IMPORTANT: ALL SURFACE AND PIPING TO BE TESTED AT 200 POUNDS FOR 2 HOURS. ALL UNDERGROUND PIPING TO BE FLUSHED THOROUGHLY

SPRINKLER SCHEDULE & LEGEND

SYMBOL	SPRINKLER DESCRIPTION	MODEL	ORIFICE	FINISH	QUANTITY
A	UPRIGHT SPRINKLER	TY3156	1/2"	WHITE	345
B	CONCEALED PENDENT	TY3156	1/2"	WHITE	6
C	EXPOSED PENDENT	TY3156	1/2"	WHITE	8
D	UPRIGHT	TY3156	17/32"	BRASS	14
E	UPRIGHT	TY3156	1/2"	BRASS	4
F	HOOD, SIDEWALL STYLE	TY3156	1/2"	BRASS	1
G	HOOD, SIDEWALL	TY3156	1/2"	BRASS	1

TOTAL COUNT = 379 | TOTAL COUNT FOR SHEET = 379
SEE SHEET SP-101 FOR ADDITIONAL SPRINKLERS

MIDWEST
AUTOMATIC FIRE SPRINKLER CO.
DES MOINES OFFICE: (515) 270-0027

NORTH

MARSHALLTOWN APARTMENTS

208 EAST CHURCH
MARSHALLTOWN IOWA

DESIGNER	S.M.
SCALE	1/8"=1'-0"
CHECK BY	JWT
CONTRACT	13-1-8156
APPROVAL	CPM
DATE	6-15-15
DRAWING NO.	1 OF 1

MIDWEST
AUTOMATIC FIRE SPRINKLER COMPANY

Marshall County Assessor -- Marshall County Courthouse, Marshalltown, IA 50158

PARCEL	TOWN/TOWNSHIP					ZONING
07-35-203-013	M'TOWN CITY MC					CBD
SCHOOL DISTRICT	MARSHALLTOWN SCH DIS				TIF DISTRICT	45-08-30 UPTOWN 2(
PROPERTY ADDRESS	208 E CHURCH ST MARSHALLTOWN IA 50158					
MAILING ADDRESS	1708 RAINBOW DR MARSHALLTOWN IA 50158					
DBA	THE PROFESSIONAL BLDG					
MOST RECENT INSTRUMENT	201400005795	TYPE	WD	DATE	2014/11/17	TRANSFERRED 2014/11/17

Click to display map!

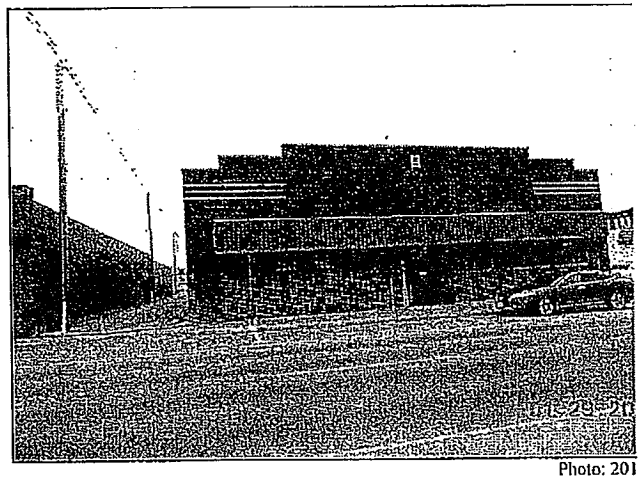


Photo: 201

For current ownership information, see Sales History below. 2015 Values may not be current. Contact Assessor's office for va data. Website Under Construction: Tax History current, all other current thru 2/18/15. For most current information, contact Auditor/Recorder.

OWNER	
Title	COMPASSION, PROPERTIES LLC

TAX DESCRIPTION
MARSHALL LOT 10 AND N 90' LOTS 11 & 12 BLK 13

LAND	Total
Acres	0.50

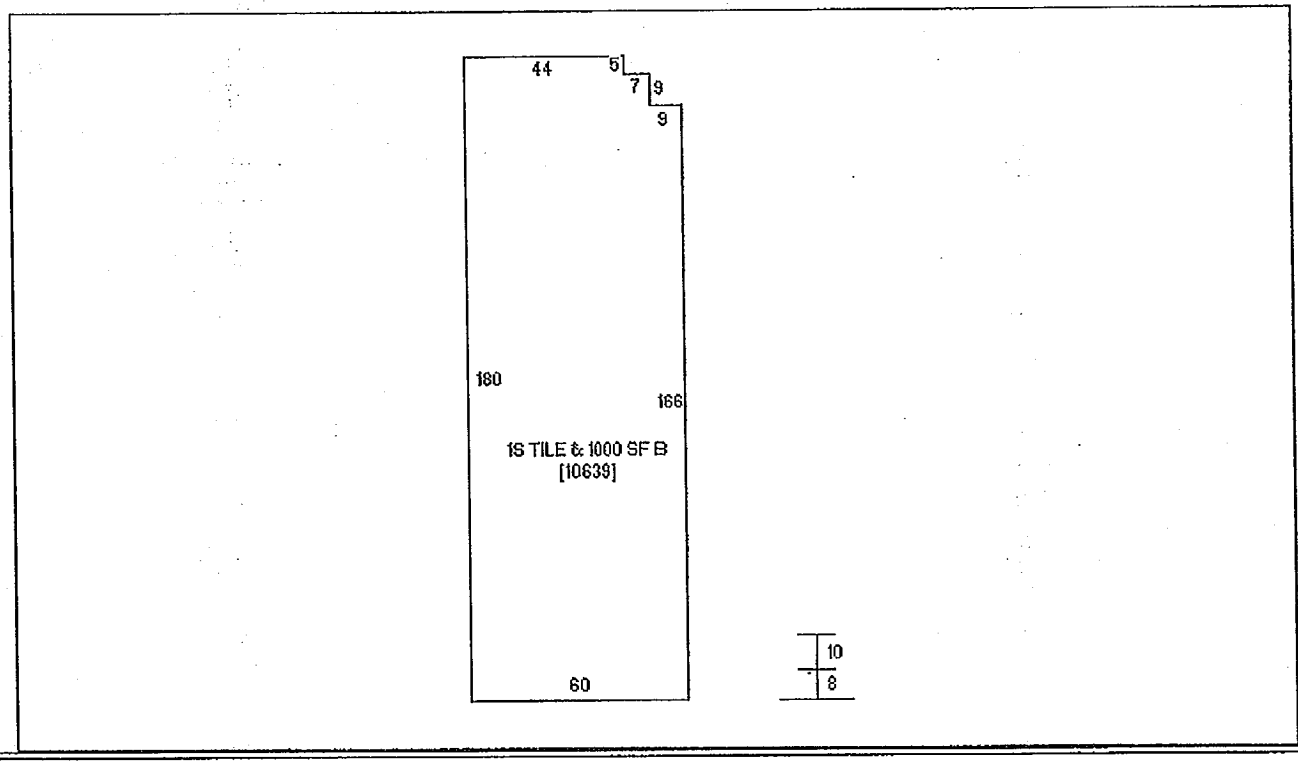
APPLICATIONS FILED	
BPTC 2014	

LOT SIZE: LOT 10-60 X 180 & LOTS 11 & 12 -90 X 120

2015 ASSESSMENT	Class	Land	Improvements	To
Gross	COMMERCIAL	48,600	145,520	194,1
Exemption		0	0	
Net		48,600	145,520	194,1

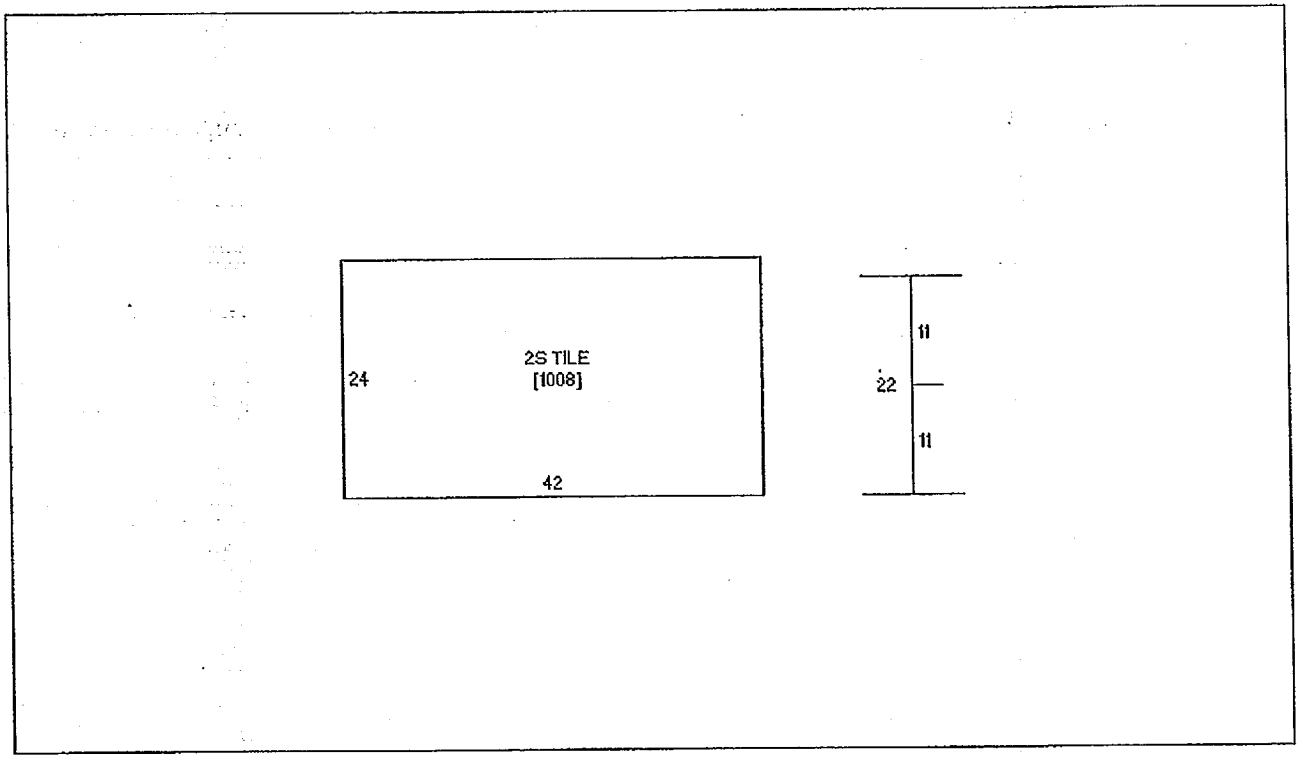
BUILDING 1

Occupancy	Office	**Description**	1S TILE & 1000 SF B	**TSF-B**	10639
Built	1945	**Foundation**	Concrete	**Exterior wall**	C'Blk or Tile
Interior wall	Plaster on Lath	**Roof**	Compo/Stl Bar Joist	**Ceiling**	Plaster and Lath
Floor structure	Concrete	**Floor cover**	Carpet, Terrazzo	**Framing**	Steel
HVAC	Hot Water, Central AC	**Plumbing 1**	Lavatory (18)	**Plumbing 2**	Toilet Room (8)



BUILDING 2

Occupancy	Apartment	**Units**	2	**Description**	2S TILE
TSF-B	2016	**Built**	1958	**Foundation**	Concrete
Exterior wall	C'Blk or Tile	**Interior wall**	Plaster on Lath	**Roof**	Compo/ Wood Deck
Ceiling	Plaster and Lath	**Floor structure**	Wd Joists w /Sub-Flr, Concrete	**Floor cover**	Hardwood
Framing	Wood	**HVAC**	Forced Hot Air	**Plumbing 1**	3-Fixture Bathroom (2)
Adjustment 1	A/C - deduct (2016)				



SALE	Total Amount Paid	Inst. Type	Instrument #	Seller	Buyer
11/17/2014	140,000	Deed	201400005795	MUELLER CONSTRUCTION INC	COMPASSION PROPERTIES LL
10/22/1986	0	Deed	198700002026	BURGER, DONALD C ESTATE	BURGER, ALMA (UNDIV 1/2 IN
05/19/1986	0	Deed	198600005506	BURGER, DONALD C ESTATE	MUELLER CONSTRUCTION IN

05/19/1986	240,000	Deed	198600005505	BURGER, ALMA	MUELLER, CONSTRUCTION IN

ASSESSMENT HISTORY (Assessment Roll)	Type	Class	Land	Improvements	Tot
TAX HISTORY				PAY TAXES ONLI	

the City of Marshalltown

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 2, 2015

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

From: Justin Nickel
Director of Public Works

Re: Equipment Purchase – Biogas Generator

Policy Issue: City policy requires Governing Body approval of purchase of equipment when consideration exceeds $100,000.

Recommendation: Staff recommends purchasing a new CAT CG132-8 Generator.

Background: The Caterpillar 398 dual fuel generator, commissioned in 1965 at the WPCP has sustained a potentially end of service breakdown. Fox Engineering was hired to evaluate our options and prepare a cost analysis to rebuild, replace or retire this particular piece of equipment. The evaluation took into account such things as service life, O&M costs, plant efficiency's and Iowa DNR regulations.

Budget Impact: The Capital Improvements Program has sufficient funds included over the next two fiscal years to purchase and install this equipment.

Attachment: Fox Engineering Replacement/Rebuild Study

cc: Randy Wetmore, City Administrator

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

Marshalltown
All-America City
2012

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT FOR THE WPCP CONCRETE REPAIR PHASE II PROJECT IN THE CITY OF MARSHALLTOWN, IOWA BEING PROJECT NO. 52013017 IN THE AMOUNT OF $XXXXXX

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the WPCP Concrete Repair Phase II Project, being Project No. 52013017, in the City of Marshalltown, as described in the plans and specifications therefore, and

WHEREAS, there has been filed with the City Clerk in response to the published notice to the bidders referred to above, certain proposals for the construction of the above designated improvement with the required certified checks or bid bond accompanying each proposal from the following bidders, to-wit:

Name and Address of Bidders	Amount of Bid
CONTRACTOR. ADDRESS. CITY STATE ZIP	$XXXXXXX
CONTRACTOR. ADDRESS CITY STATE ZIP	$XXXXXXX
CONTRACTOR ADDRESS CITY STATE ZIP	$XXXXXXX

After consideration of all bids filed, there was determined by the Council that the bid of Contractor. is the best and lowest responsible bid for the public improvement as is herein outlined.

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

Section 1. That the bid of Contractor , and the same is hereby accepted for the construction of the improvement as described in the plans and specifications therefore, as previously ordered by the Council, and that the contract for the construction of same is now awarded to said contractor in the total amount AMOUT WRITTEN OUT and 00/100========($XXXXXX) Dollars.

Section 2. The Mayor and Clerk of the City of Marshalltown, Iowa are hereby authorized and directed to execute the contract with the contractor for the public improvement as is herein referred to, and that upon the contractor filing the required bond that the said bond and contract be then submitted to this Council for final approval as provided by law.

Section 3. The final settlement upon the contract, as referred to herein with said contractor, shall be upon the basis of the unit prices as are set forth in the bid of said contractor and for the actual quantities for each item of materials furnished or work performed in the construction of this public improvement. The said contract is subject to all of the conditions as are contained in the resolution ordering construction of this improvement, the notice to bidders as published, the terms of the bidders written proposal, the plans and specifications as are provided therefore, all of which are made a part of this resolution and the said bidders contract by reference as though the same were set out herein verbatim and in specific detail.

Section 4. This resolution as now adopted shall be in full force and binding effect upon the City of Marshalltown, Iowa, upon the final approval of the completed contract with the successful bidder and the approval of the contractor's surety bond by resolution of this Council.

Passed this 27th day of July 2015, and signed this ___ day of _____ 2015.

CITY OF MARSHALLTOWN, IOWA

_____

James L. Lowrance, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING CONTRACT AND BOND FOR CONSTRUCTION OF THE WPCP CONCRETE REPAIR PHASE II PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. 52013017 IN THE AMOUNT OF $XXXXXXX

WHEREAS the City of Marshalltown, Iowa, did by resolution duly adopted by the Council, accept the bid of CONTRACTOR of CITY / STATE, for construction of the PROJECT NAME as required by plans and specifications therefore and in the City of Marshalltown, Iowa, as covered by resolution ordering said construction, and,

WHEREAS the said CONTRACTOR. of CITY / STATE has executed a contract for the construction of said improvement and has filed its construction bond covering the full amount of said improvement with adequate sureties thereon, 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:

That the contract of CONTRACTOR duly executed by said company and the surety bond for the performance of said contract, duly executed by said company, together with the surety, are now filed with the City Clerk for the construction of the public improvement as fully set forth in the plans and specifications for Project No. 52013017 the WPCP Concrete Repair Phase II, in the City of Marshalltown, Iowa, and therein specifically described, be and the same are hereby accepted and approved.

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

Passed this 27th day of July 2015, and signed this _____ day of July 2015.

CITY OF MARSHALLTOWN, IOWA

_____
James L. Lowrance , Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN, IOWA
CONTRACT

2015 CONCRETE REPAIR PROJECT

PROJECT NO. 76015006

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

WITNESSETH: That the Contractor for and in consideration of the sum of One Hundred Forty Nine Thousand Twenty and .00/100 ($149,020.00) Dollars

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

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	DOLLAR AMOUNT
1	FULL DEPTH PATCH, 8" PCC, w/ 6" CHOKE STONE BASE	SY	1,307.5	$ 96.00	$125,520.00
2	MANHOLE STRUCTURE REMOVAL (2) & NEW 36" RCP CONNECTION	LS	1.0	$ 10,000.00	$ 10,000.00
3	MANHOLE RING & COVER REPLACEMENT w/ WRAPID SEAL	EA	2.0	$ 1,250.00	$ 2,500.00
4	TRAFFIC CONTROL	LS	1.0	$ 7,5000.00	$ 7,5000.00
5	SEED, FERTILIZE, AND MULCH	LS	1.0	$ 1,500.00	$ 1,500.00
6	MOBILIZATION	LS	1.0	$2,000.00	$2,000.00
				PROJECT BID TOTAL	$ 149,020.00

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 Contractors Bond and the General and Detailed Plans and the Standard Specifications, City of Marshalltown, are and constitute the basis of Contract between the parties hereto and are by this reference made a part hereof.

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

That it is further understood and agreed by the parties of his contract that the above work shall be completed by **October 27th, 2015** and that time is the essence of this contract. For each calendar day that any work shall remain uncompleted beyond the substantial completion date specified in the Proposal form, liquidated damages will be assessed according to the following schedule:

Substantial Completion Liquidated Damages	Final Completion Liquidated Damages
$400.00	$200:00

The Contractor shall perform all work in a workmanlike manner.

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

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

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

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

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

CITY OF MARSHALLTOWN, IOWA

By_____

ATTEST: _____

CONTRACTOR

Day Construction Services

By R Day

1721 Taylor Ave Marshalltown IA 50158

Business Address

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

May 20, 2015

Bob Ranson
1001 East Woodland Street
Marshalltown, IA 50158

RE: Report and Recommendations
Marshalltown WPCP 398 CAT Biogas Generator
FOX File No. 2407-14A.300

Dear Bob:

Thank you for teaming with FOX Engineering Associates, Inc. to address your biogas generator needs at your WPCP. With this letter report we are incorporating comments received on the draft report and finalizing the document. The primary driver of this project was the complete failure of the CAT 398 generator and the significant costs associated with repair of this unit. Consequently, the City has asked FOX to assist it in evaluating possible alternatives with regard to the repair, replacement, or abandonment of the generator.

As part of this study FOX was assigned with several key tasks. In general terms the scope of services is as follows:

- Estimate IDNR requirements for minimum standby power.
- Tabulate historical power provided by biogas, natural gas, and grid.
- Evaluate CAT 398 alternatives; including abandonment, rebuilding, and replacement.
- Consider the cost if the 399 engine becomes non-operational in the future and the 398 is not replaced or rebuilt.
- If the 398 is replaced, recommend sizing for generation equipment identified in the alternatives and discuss modifications needed, if any, to the existing generator control to incorporate the new equipment.
- Include opinions of probable construction costs in the comparison of the alternatives.

STANDBY POWER REQUIREMENTS

The IDNR Wastewater Facility Design Standards (hereinafter Standards) leave much to the interpretation of the permit writer with respect to what must be provided for standby power. The applicable clause for a wastewater plant of this type and size is found in Chapter 14, Paragraph 14.5.3.1. The standard states that there must be standby power from either connection to a second grid or through standby power generation that is "Sufficient to operate all vital components, during peak wastewater flow conditions, together with critical lighting and ventilation." The paragraph goes on to essentially say that vital components are any of the processes required for treatment, even sludge removal, if a delay will cause adverse effects on plant performance. Critical lighting and ventilation are those needed to "safely" operate the plant.

The first item to consider with this statement is what length of outage must be considered. The required backup power to accommodate the plant for a half day while an overhead power line is repaired is different from a situation where the grid has been destroyed by a tornado and will require months to repair. For the purposes of this study it is assumed that a major power interruption is in progress that entails operating off the grid for several days or perhaps weeks. Under a long term outage such as that, sludge handling equipment must remain in operation including mixers, or additional problems will ensue as the solids settle and compact in the tanks.

Further, per discussion with plant personnel, it is assumed that the plant is to remain in operation as a functional business unit. That is to say services such as administration and laboratory testing will continue rather than outsource these functions to private businesses or other governmental offices during the crisis.

To perform this evaluation FOX commenced with the energy balance table provided in Appendix A of the Energy Evaluation Study that was submitted in December 2011. This table lists the motors of any consequence that were in use at the time and provided motor information, estimated amperage draw, calculated kilowatts (kW), and estimated average usage per day to calculate the average kWH per day and per year for each piece of equipment. As previously discussed, there have been several energy reduction projects implemented in the ensuing years since that evaluation was completed. The current study made adjustments for the removal and addition of various equipment items during these projects and estimated the kW requirements for the motors based on available data. Furthermore, a table of interior and exterior lighting throughout the plant was also evaluated. It is assumed that lighting power usage has altered very little since 2010.

Once assembled, engineering judgment along with discussions with plant personnel was used to select which equipment items are essential to plant operations during emergency situations. Note that all equipment will remain connected to the plant's energy system even during an emergency. In the case of standby units the one selected as non-essential in the table may not necessarily be the standby unit at the time of the emergency; however, there will always be either a standby unit or a unit out of service so that quantity of energy will not be required. Furthermore, the existing system controls are already setup to turn off equipment as available power is reduced with the least critical equipment dropped first (ie. the "load shed" programming). A similar process was used to evaluate lighting, but given the relatively low consumption of power by the lights the tendency was to error on the conservative side and leave more lights on.

Upon completion of the essential equipment and lights table it was possible to sum the peak emergency kW draw; however, even under emergency situations these motors and lights will not all be operating concurrently. For example, the DAF units operate one at a time. While there may be some overlap of operation it will be brief and unlikely to overlap with some other intermittent equipment items. Even considering the lights, the yard lights will operate the longest during the period when the office and lab lights are off and vice versa. To factor in this non-concurrent use factor an estimate of the percentage of the time specific equipment items is in operation was applied. Equipment such as aeration blowers were assigned 100 percent while other equipment such as an exhaust fan that turns on only when operators are present was only given 10 percent. A fairly liberal estimate of time used for the various equipments was applied to provide a conservative answer. The percentages were multiplied by the kW usage of the equipment items and lights and summed to determine the total kW needed for emergency operation under IDNR's redundancy requirements.

The table is attached hereto as Exhibit A. The total kW required under IDNR's redundancy requirements is estimated to be 978 kW.

HISTORICAL POWER USAGE

One year of data from November 01, 2013 to October 31, 2014 was compiled to compare energy produced from gas (natural gas and biogas) and imported electricity from the utility. Over the course of the year total energy use declined as anticipated as several energy reduction projects were implemented during this same period; primarily in the first half of the year. As a word of caution, there are a number of variables that may impact energy usage, such as the milder than average summer of 2014. Multiple years of data are required to clearly quantify the effect of the energy conservation projects.

In addition to energy usage, daily flow, $CBOD_5$, and TKN were recorded for both the municipal waste stream and the Swift waste stream through the SBRs. The purpose was to look for correlations between flows, loads, and power consumption. Contrary to expectations, no clear correlation emerged between any of these parameters and energy usage.

Table 1 below provides average, minimum, maximum, and 90th percentile data for the first and second half of the period, as well as the total year, for the combined municipal and Swift flows and loads. The effluent pumps station is on a separate meter and shown separately in the right column. Power may be provided by the generators along with the rest of the WWTP when not supplied by the utility.

TABLE 1
COMPARISON OF FLOW, LOAD, AND POWER CONSUMPTION

PARAMETER	TOTAL FLOW	TOTAL $CBOD_5$	TOTAL TKN	TOTAL GAS PRODUCTION	UTILITY POWER IMPORTED	POWER GENERATED	WPCP TOTAL ELECTRICAL DEMAND	EFFLUENT PUMP STATION ELECTRICAL DEMAND
	MGD	LBS/day	LBS/day	CF/day	KW-H/day	KW-H/day	KW-H/day	KW-H/day
ONE YEAR PERIOD - November 1, 2013 ~ October 31, 2014								
Avg	5.61	10,157	2,754	51,063	13,401	3,445	16,865	570
Min	2.94	3,215	1,411	21,000	5,979	0	9,820	11
Max	19.25	25,433	4,611	128,000	29,915	7,507	29,915	910
90-Percentile	8.17	13,840	3,437	64,000	19,896	5,843	21,987	801
HALF YEAR PERIOD - November 1, 2013 ~ April 30, 2014								
Avg	4.43	11,213	2,965	51,243	16,602	3,618	20,220	390
Min	2.94	5,027	1,919	21,000	9,034	0	14,522	11
Max	9.64	25,433	4,611	84,000	29,915	7,507	29,915	521
90-Percentile	5.56	14,895	3,618	64,000	20,788	5,943	22,960	518
HALF YEAR PERIOD - May 1, 2014 ~ October 31, 2014								
Avg	6.78	8,908	2,505	50,886	10,218	3,275	13,529	750
Min	4.16	3,215	1,411	27,000	5,979	0	9,820	626
Max	19.25	13,618	3,705	128,000	19,557	6,662	22,462	910
90-Percentile	9.84	11,318	3,067	64,000	14,556	5,687	17,713	857

ALTERNATIVES DESCRIPTIONS

Alternative 1 – Rebuild the CAT 398

The CAT 398 is in need of a complete rebuild. Parts for a machine of this age are extremely hard to find and some may require custom fabrication. The City has a quote of $275,000 from Ziegler to rebuild the existing unit. In addition to the high initial cost, future repairs will continue to be problematic as spare parts will continue to be scarce.

One advantage to the rebuild alternative is that the operators are very familiar with this equipment. With the rebuilt unit the operators can potentially operate the 398 more and significantly reduce reliance on the CAT 399 thereby reducing wear and tear and potentially extending its life.

Alternative 2 – New CAT CG132-8

Under this scenario the existing CAT 398 would be replaced with a CAT CG132-8. Various vendors were asked to provide information and a budgetary cost for a unit capable of producing 300 kW at 100 percent and have a turndown capability of at least 50 percent. The closest size available from CAT that can accommodate consistent long term operation is the proposed 400 kW unit. The generator may, however, be operable at outputs much

lower than 50 percent without detriment to the equipment. Therefore, it meets the criteria of turndown to 150 kW.

Efficiencies with CAT generators have improved remarkably since the 398 was manufactured. Per Ziegler's representative the 398 consumed 5.2 MMBUH at its full load rating of 460 ekW while a new CG132-12 unit will produce 600 ekW with 5.0 MMBTUH of gas. That is an improvement in power production of around 33 percent. Using the smaller 400 kW unit will entail operating the generator for more hours per day rather than increasing the output. The unit can operate on either biogas or natural gas as necessary during load shedding hours.

As with Alternative 1, installing a new generator will allow the operators to relegate the 399 to strictly emergency use. Consequently, the life of the 399 may be extended.

Alternative 3 – New Tech 3 Solutions G8 300

The Tech 3 Solutions alternative is essentially Alternative 2, but from a different manufacturer. The technology is basically same; however, each manufacturer does things a little different and may provide some minor innovations. The proposed unit will produce 300 kW at 100 percent and has a 50 percent turndown capability to 150 kW.

As with the previous alternatives the hours put on the 399 would be severely curtailed to extend its life.

Alternative 4 – Unison Solutions 65C-BG4-SU00 Micro Turbine

This alternative explores the use of a different technology. The strongest selling point for micro turbines is their lack of moving parts. The Unison Solutions unit is said to have only one moving part, thus minimizing maintenance and downtime. It utilizes a patented air bearing, so no lubricating oil or coolant is required. Micro turbines in general are reported to have lower emissions than the conventional biogas engine.

The proposed model only produces 65 kW and is expected to be installed in a modular fashion. To be in the vicinity of the design criteria of 300 kW four to five units would be required. No turndown would be required. Output would be varied by turning units on or off.

There are significant disadvantages to the use of micro turbines. One is that if a micro turbine is designed to run on biogas it cannot be run on natural gas as with the conventional generators. Under normal operations this may not be a major issue since the shortfall can be provided by imported electricity; however, under emergency operations the turbines can only be operated when biogas is available. This situation may not be acceptable to IDNR for the purposes of meeting the power redundancy requirements.

Another disadvantage is that the biogas must be much cleaner than with a conventional engine. Unison proposes a Gas Conditioning System which includes a hydrogen sulfide removal system, a gas compression/moisture removal system, and lastly a siloxane removal system. Whereas the micro turbines may require less maintenance than the previously proposed engines the added O&M required for gas cleaning may negate this advantage.

Finally, since the proposal for multiple units rather than one new engine it will be necessary to add additional electrical equipment at the plant to connect to the existing system and controls.

Alternative 5 – Fuel Cell Energy DFC300 Biogas Fuel Cell

The use of biogas in fuel cells is a relatively new technology. In its most basic form, a fuel cell acts like a perpetual battery. There is an electrolyte sandwiched between an anode and a cathode. At high temperature warm air enters the cathodic side of the cell, mixes with steam and fuel in the electrolytic section to reform the fuel, and then enters the anode side where a chemical reaction begins. As the reformed fuel crosses the anode it attracts

oxygen ions from the cathode. The oxygen ions combine with the reformed fuel to produce electricity, water, and small amounts of carbon dioxide. Thus, the electricity is generated without combustion.

In recent years there have been two primary players that use biogas in fuel cells; FuelCell Energy, Inc. and UTC Power, Inc. Repeated attempts to contact FuelCell Energy, Inc. by telephone and internet have gone unanswered. Consequently, the company is considered non-responsive for the purposes of this study. An attempt was made to contact UTC Power, Inc. and an article was uncovered at hartfordbusiness.com that stated UTC was sold at a loss of $227M to ClearEdge Power in May of 2013. In a May 2014 article, bloomburg.com reported that ClearEdge Power filed for bankruptcy.

Given the apparent instability surrounding the use of this technology for biogas this alternative is considered not feasible and will not be pursued.

Alternative 6 – Do Nothing

Under this alternative the CAT 398 is neither repaired nor replaced. It is essentially the "do nothing" alternative. The CAT 399 would continue to burn the biogas produced by the digesters until such time that it failed. A decision would then be required to decide whether it is cost effective to repair or replace. If not, the biogas must be flared. The cost of the flare system must be considered, as well as the impact on the plant's Title V air permit.

Flaring gas at wastewater treatment facilities has been going out of vogue for a number of years. The public generally expects the government to be conservation minded and recycle or reuse when possible. Visibly burning this potential resource can be anticipated to subject the plant to criticism. Furthermore, Title V permits are becoming increasingly more stringent; particularly when considered in combination with other industries in the vicinity. The public is increasingly demanding less pollutants be released to the environment and, even with burning, some pollutants continue to be released by flares.

As previously discussed, IDNR design standards require power generation capacity beyond that which is available from the 800 kW diesel generator. Given the undeterminable remaining life of the CAT 399 the reliance on this equipment as a backup for emergency situations would be ill advised and not likely acceptable to the regulatory agencies. Consequently, the Do Nothing alternative is not considered feasible and will receive no further consideration in this study. Table 2 below provides a comparison of the available alternatives for a variety of key parameters.

TABLE 2
SUMMARY OF ALTERNATIVES

Parameter	Alt 1 Rebuild CAT 398	Alt 2 New CAT CG132-8	Alt 3 New Tech 3 Solutions G8 300	Alt 4 Unison Solutions Micro Turbine	Alt 5 Biogas Fuel Cell	Alt 6 Do Nothing
Power @ 100%, kW	450	400	300	4 ea @ 65 = 260	Not Feasible	Not Feasible
Power @ 50%, kW	225	200	150	2 ea @ 65 = 130		
Ancillary Equipment Required	Gas Cleaning Recommended	Gas Cleaning Recommended	Gas Cleaning Recommended	Gas Cleaning Required		
Operates on Biogas	Yes	Yes	Yes	Yes		
Operates on Natural Gas	Yes	Yes	Yes	No		
Meet IDNR Redundancy Req'ts	Yes	Yes	Yes	Yes		
Relegates CAT 399 to Standby	Yes	Yes	Yes	Yes		

GAS TESTING

CAT Technical Bulletin 0199-99-13017/05 EN provides the parameters for the three primary types of biogas used for power generation. The document identifies a minimum, maximum, and typical for these constituents. For gases with compositions outside of these ranges it is generally recommended that the gas be "cleaned" prior to use. Sewage Gas, which is the type of gas considered here, has the follow desirable ranges:

TABLE 3
TYPICAL SEWAGE GAS COMPOSITION

Component	Minimum	Typical	Maximum
Methane (CH_4), %	57	65	72
Carbon Dioxide (CO_2), %	28	34	43
Nitrogen (N_2), %	0	1	20
Oxygen (O_2), %	0	0.5	2
Silicon Compounds, mg/10kWh	0	4	20
Hydrogen Sulfide (H_2S), ppm based on 10kWh	0	60	1500

The only available testing data prior to the current project is from a sample collected on January 04, 1993 for four components and a sample collected to measure methane on August 09, 2011. Neither of these tests indicated any cause for concern; however, it is believed that siloxane has been on the rise in recent years. Consequently, a test was ordered and a sample collected on December 24, 2014 primarily for this category of constituents with other components tested for general information purposes. The collection bag developed a leak, so hydrogen sulfide could not be tested, but other test results were considered valid. A second sample was collected on March 03, 2015 so that hydrogen sulfide and other baseline components could be measured.

The results from the aforementioned testing indicated the siloxane concentration is acceptable, but H_2S may be extremely high. The results were subsequently questioned due to the fact that the existing generators do not show corrosion levels higher than would generally be expected from biogas. Consequently, another set of tests were requested to specifically test for H2S. On March 30, 2015 samples were collected from two points, once in the morning and once in the afternoon to determine if there are significant variations in gas concentration during the day or by location that could explain the high H_2S levels found at the beginning of the month. The results indicate a relatively constant concentration over the test period and along the pipe. See Tables 4.

As can be seen in Table 4, the H_2S has increased from around 100 ppm to 3000 ppm over the past 20 years. Based on the limited data available, if appears that the concentration has increased. The CAT dealership recommends reducing H_2S concentrations to around 500 ppm. Higher concentrations lead to more frequent oil changes and reduced main bearing and rod bearing life. This same vendor reported that they have not observed substantial engine failure due to gas quality, but have seen the impact on the silencers and exhaust gas heat exchanger.

TABLE 4 GAS TESTING RESULTS		
Sample Collection Date	Constituent	Results
January 04, 1993	Methane	58.98%
	Carbon Dioxide	26.94%
	Carbon Monoxide	0.71%
	Hydrogen Sulfide	0.01%
August 09, 2011	Methane	53.9%
December 24, 2014	Methane	48.6%
	Carbon Dioxide	28.7%
	Nitrogen	17.66%
	Oxygen	5.08%
	Hydrogen Sulfide	Not Determined
	Gross Heating Value, dry (14.73 psi)	493 Btu/scf
	Net Heating Value, dry (14.73 psi)	444 Btu/scf
	Relative Density	0.933
	Total Organic Silicon (siloxanes)	1.30 ppmv as Si
March 03, 2015	Methane	62.4%
	Carbon Dioxide	36.2%
	Nitrogen	0.70%
	Oxygen	0.27%
	Hydrogen Sulfide	0.42%
	Gross Heating Value, dry (14.73 psi)	636 Btu/scf
	Net Heating Value, dry (14.73 psi)	573 Btu/scf
	Relative Density	0.913
March 30, 2015	Hydrogen Sulfide, Port 1-M, 0917	0.314%
	Hydrogen Sulfide, Port 2-M, 0925	0.328%
	Hydrogen Sulfide, Port 1-M, 1450	0.298%
	Hydrogen Sulfide, Port 2-M, 1455	0.308%

OPINION OF PROBABLE COSTS

Without additional information it is impossible to know whether the increase in H_2S has been steady over time or a more recent phenomenon. For the purposes of this study the H_2S removal component of the gas cleaning system is included in the opinion of probable construction cost is included in Alternatives 1, 2, and 3; however, the subject warrants further discussion during the design stage. Given the more sensitive nature of the micro turbines, the full gas conditioning skid to control H_2S, siloxane, and moisture is included in the cost figures.

Table 5 below provides a comparison of the available alternatives for a variety of key parameters, as well as cost.

TABLE 5 OPINIONS OF PROBABLE LIFE CYCLE COSTS				
Description	**Alternative A** **CAT 398 Rebuild**	**Alternative B** **New CAT CG132-8**	**Alternative C** **New Tech3 G8-300**	**Alternative D** **New Unison 65C-SU00 Turbine**
Capital Cost in Current Dollars (2015)	$474,000	$866,000	$763,000	$1,307,000
Average Annual O&M Costs	$57,100	$26,100	$34,300	$54,000
Present Worth Capital Cost	$474,000	$865,000	$763,000	$1,308,000
Present Worth Replacement Cost	$0	$0	$0	$0
Present Worth Terminal Value (remaining design life)	($16,000)	($25,000)	($27,000)	($44,000)
Present Worth O&M Cost	$1,137,000	$743,000	$761,000	$1,076,000
Total Present Worth	**$1,595,000**	**$1,583,000**	**$1,497,000**	**$2,340,000**
	100%	99%	94%	147%

Notes: 1. Opinion of Life Cycle Costs Analysis is based on a 20-year period

2. Capital expenditure inflation at 3.6% for general construction items to 2015

3. Discount rate at 3.50% per 18 CRF 704.39 2014

Brochures and costing information provided by the vendors may be found at the end of this document as Appendix A.

A word of caution, the solicited costing information in the above table was not a request for bids, but rather a more general request for information and budgetary pricing for a generator that meets the criteria of power production at 300 kW with a 50 percent turndown capability. The cost figures may not be the final price and may not include all shipping, taxes, and installation costs. None of the values include any costs at the WWTP for modifications to existing wiring and electrical equipment.

RECOMMENDATIONS

The micro turbines offered in Alternative D are not only the most expensive of the alternatives considered they are also must be tooled for either natural gas or biogas. Consequently, the alternative is rejected at this time.

Rebuilding the existing generator as in Alternative A is also rejected due to the anticipated higher than average operational costs. As the unit continues to age, replacement parts have become increasingly scarce and costly. It may be necessary to custom fabricate parts at some point in the expected design life of the unit.

Whereas Alternative C appears to be the least cost the figures are sufficiently similar to Alternative B to warrant further consideration of both options. One advantage of staying with a CAT generator is the extension of the ongoing maintenance work for the remaining CAT generators onsite. At this juncture in the project it would be

beneficial to conduct a meeting to discuss the report and select the alternative or alternatives that should be carried forward.

Respectfully submitted,
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