

1. Agenda

Documents:

[AGENDA.PDF](#)

2. Supporting Meeting Documents

Documents:

[BILL LIST.PDF](#)
[MINUTES.PDF](#)
[PACKET.PDF](#)



COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET
May 26, 2015, at NOON

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:

Employee Service – Bruce Campbell, 10 years

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 May 11, 2015.
2. Approve Bill List in the amount of \$1,380,962.25
3. Approve March Financials
4. Receipt of Abstract of Votes, May 5, 2015, bond issue for new police building, failed.
5. Receipt of Building Report for April, 2015.
6. Resolution 2015-074 to remove two overhead street lights, due to installation of new decorative lights, one on the SE corner of 13th Street and W State Street, the second one south on the alley on 13th Street between Main Street and State Street on the east side of the street.
7. Resolution 2015-075 Setting hearing on 2015 Amendment to Urban Renewal Area No 3 for June 8
8. Resolution 2015-076 Setting hearing on a Development Agreement with Theisen's Inc., including economic development payments in an amount not to exceed \$140,000, for June 8
9. Tentative Resolution 2015-077 Providing for the Vacation, Conveyance, and Transfer of the Streets herein described to Fisher Controls, International, LLC, set public hearing for June 8, regarding part of East Boone Street between South 1st Avenue and South 2nd Avenue and part of East Boone Street east of S. Center Street to 1st Avenue and pedestrian passage over Parcel "J", all as described in the Quit Claim Deed.
10. Tentative Resolution 2015-078 Adopting Tentative Resolution Set hearing on DT Retail Properties, LLC, vacation of public utility easement
11. Resolution 2015-079 Approving a Contract for Services for Operation and Maintenance of Government and Cable TV and other public access services with Iowa Valley Community College, created pursuant to Chapter 28E.12 of the Iowa Code, renewal for five years, through June 30, 2020.
12. Resolution 2015-080 Approving Contract and Bond for Construction of the 2015 Columbus Dr & Crestview Drive Project 76015002, Con-Struct, Inc., in the amount of \$231,662.50.
13. Resolution 2015-081 Ordering Construction of the 2015 Concrete Repair Project 76015006
14. Resolution 2015-082 Approving Menards RISE Grant Agreement, Iowa Department of Transportation, for construction of two left turn lanes on South 18th Avenue, split 50% with the developer, total project estimated cost \$158,175 (50% = \$79,087.50)

Visit www.ci.marshalltown.ia.us

Please refer to the previous Committee of Whole 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.



15. Resolution 2015-083 Approving Amendment 1 Engineering Services Agreement with FOX Engineering, 2014 Sanitary Sewer Rehab project 59014007 in the amount of \$202,840.00
16. Resolution 2015-084 Approving 28E Agreement with the Marshalltown Area Chamber of Commerce for the purpose of operating a Visitors Bureau and Convention Center, renewal one year through June 30, 2016, 67% of the hotel / motel tax revenue to CVB, 33% to the city.
17. Approve Cigarette Permits, renewals expiring 6-30-2016.
18. Approve Liquor Licenses: (Pending fire inspection passage)
RENEWALS: Git N Go Store #35, Git N Go Store #34, Hy Vee Gas, Abarrotes Villachuato, LLC.
(end of consent agenda items)

MOTIONS:

19. Eli Fancy Hookah Bar tobacco permit, 27 N Center Street.

REPORTS:

20. Aquatic Center update

RESOLUTIONS:

PUBLIC HEARING

21. Resolution 2015-085 Approving Plans, Specifications, Form of Contract and Cost for the 2015 Mill & Overlay Project 76015004

PUBLIC HEARING

22. Resolution 2015-086 Approving Plans, Specifications, Form of Contract and Cost for the Plans and Specs WPCP Concrete Repair Phase II Project 52013017

ORDINANCES:

23. Tabled: third reading of Ordinance 14940 public hearing rescheduled for noon on May 26, 2015.

PUBLIC HEARING

24. Third reading of Ordinance #14940 Approving rezoning of Parcels 07-25-328-003, 07-25-3328-004, 07-25-328-014, 07-25-328-017, and 07-25-328-018 to M2 Heavy Industry from R3 Medium Density Residential, JBS request, properties located east of 10th Avenue between Lee Street and Swayze Street.

DISCUSSION: Next agenda in process

1. The Spot – Outdoor Service application for June 13 event.
2. Estrella Grocery Store liquor license, Class C Beer, 101 W Main Street.
3. Midnight Ballroom, Transfer Request to Central Iowa Fairgrounds, June 20, 21, 28, July 5, 25, 26, August 1, 2, 8, 9, 15, 16, 22, 23, 29, 30 Sept. 5, 6, 13, 19, 20
4. EastSide Market – Alcohol License application returned to City Council to correct omission of history not included on the State's DCI background check, 1116 E Nevada Street
5. FY 15-16 Byrne-JAG Grant Application authorization, public hearing set for June 8, \$19,304, split 50% with Marshall County; city share \$9,652 to be used for equipment and programming.
6. Governor's Traffic Safety Bureau update
7. Alcohol compliance checks
8. Marked Police Vehicle Purchase, FY 2015-2016
9. Trail Barricades

Visit www.ci.marshalltown.ia.us

Please refer to the previous Committee of Whole 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.



10. 2015 Concrete Repair Project 76015006 – Plans & Specs hearing 6/8
11. 2015 Sidewalk Repair Project 76015007 – Order Construction 6/8, Plans & Specs hearing 6/22, bids 6/25
12. 2015 Sanitary Sewer Televising Project 59015011 – Engineering Services Agreement, Fox Engineering, \$33,200.
13. 2015 South 18th Avenue Improvements 76015011 – Engineering Services Agreement, Clapsaddle-Garber Associates, \$18,981. Funded 50% by Iowa DOT Rise Grant and Menards.
14. Sanitary Sewer Rate Study project 52012006– Engineering Services Agreement, Stanley Consultants, \$20,900.
15. Stormwater Utility Rate Study project 29112001 – Engineering Services Agreement, Stanley Consultants, \$19,000.
16. 2015 Mill & Overlay Project 76015004 – bids due: May 28 at 10:00 am
17. 2015 Oil Mix Street Project 76015005 – no bids received.
18. 2015 Microsurfacing Project 76015003 – no bids received.
19. WPCP Concrete Repair Phase II Project 520130017 – Award Contract, Hay Construction, \$231,662.50
20. Sewer department equipment purchase – 1 ton dump truck with platform and hoist, best responsible bid from Jensen Ford for the truck and platform & hoist by Hawkeye Truck, \$26,425

PUBLIC COMMENTS:

ADJOURNMENT:

Visit www.ci.marshalltown.ia.us

Please refer to the previous Committee of Whole 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.



COUNCIL DATE: May 27, 2015

VISA	\$0.00
ACH'S	\$590,128.49
CHECKS	\$247,766.85
PAYROLL #4	\$543,066.91
VOIDS	\$0.00
	\$1,380,962.25 TOTAL FOR COUNCIL

276210.5410.000	A.E.C ELECTRIC	307 N 4TH AVE-HOUSING	8,285.00
101440.5600.054	ACCO UNLIMITED CORP	LIQUID CHLOR SOLUTION	1,553.80
230110.5600.000	ADLAND ENGRAVING CO INC	EOTY AWARD	53.00
101140.5600.000	ADLAND ENGRAVING CO INC	3 ID TAGS	11.85
520520.5380.000	AIRGAS USA, LLC	6/1/15-5/31 CYLINDER RENT	245.00
206710.5600.000	AIRGAS USA, LLC	6/1/15-5/31 CYLINDER RENT	42.50
233410.5340.010	ALL AMERICAN TURF BEAUTY, INC	6TH ST COMPLEX	496.01
233410.5340.010	ALL AMERICAN TURF BEAUTY, INC	6TH ST COMPLEX	262.15
233410.5340.010	ALL AMERICAN TURF BEAUTY, INC	6TH ST COMPLEX	245.46
233410.5340.010	ALL AMERICAN TURF BEAUTY, INC	6TH ST COMPLEX	200.34
520520.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	17,049.67
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	14,968.32
520520.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	5,989.38
101310.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	2,189.87
520520.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	1,866.75
101881.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	1,545.27
101110.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	1,411.34
101480.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	1,217.52
101881.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	709.52
101140.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	621.57
101310.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	469.50
510531.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	348.93
101410.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	279.75
510531.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	263.48
152451.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	237.50
101881.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	215.83
520590.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	186.16
101480.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	157.41
101881.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	140.35
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	129.60
101410.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	107.58

152451.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	103.00
520590.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	97.35
101170.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	89.00
101110.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	88.89
101880.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	88.88
520590.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	86.09
530540.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	69.39
101880.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	68.93
520590.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	59.15
101140.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	56.61
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	55.61
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	50.84
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	46.20
276210.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	41.26
101410.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	36.37
281690.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	35.93
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	34.91
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	34.52
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	33.66
101410.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	31.04
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	29.64
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	29.49
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	29.04
276210.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	28.46
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	28.32
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	27.31
276210.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	26.76
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	26.68
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	26.29
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	26.26
101410.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	25.47
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	24.99
276210.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	24.88
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	24.77
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	23.34
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	22.44
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	21.45
101410.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	21.06
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	20.82
101410.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	20.53
101410.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	19.91
520520.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	18.54
520520.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	16.97
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	15.93

101410.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	15.80
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	15.80
281690.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	15.44
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	15.35
101170.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	14.83
281690.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	14.78
281690.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	12.32
101410.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	11.68
101410.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	11.68
520590.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	10.80
101410.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	10.01
281690.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	9.15
281690.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	8.82
510531.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	7.20
520520.5600.000	AMERICAN LEGION	2 FLAGS	90.00
101000.4520.000	ANGEL BLACKFORD	OVERPAYMENT	25.00
101310.5980.000	ANTONIO CHAVARRIA	OVERPAYMENT	102.75
550780.5570.000	ARNOLD MOTOR SUPPLY	TRUCK PARTS	298.38
206710.5600.000	ARNOLD MOTOR SUPPLY	SUPPLIES	144.29
550780.5570.000	ARNOLD MOTOR SUPPLY	CAMSHIFT KIT	59.93
206710.5570.000	ARNOLD MOTOR SUPPLY	OIL	52.89
206710.5570.000	ARNOLD MOTOR SUPPLY	PLUG&WIRE SET	51.61
206710.5570.000	ARNOLD MOTOR SUPPLY	FILTERS/SEP	30.38
206710.5600.000	ARNOLD MOTOR SUPPLY	PARTS&LABOR	28.80
206710.5600.000	ARNOLD MOTOR SUPPLY	SUPPLIES	26.65
206710.5600.000	ARNOLD MOTOR SUPPLY	SUPPLIES	23.71
206710.5600.000	ARNOLD MOTOR SUPPLY	SUPPLIES	19.51
233410.5562.000	ARNOLD MOTOR SUPPLY	#725 AIR FILTER	16.25
206710.5570.000	ARNOLD MOTOR SUPPLY	AIR FILTER	15.97
206710.5570.000	ARNOLD MOTOR SUPPLY	OIL SEAL	8.43
233410.5562.000	ARNOLD MOTOR SUPPLY	#725 OIL&AIR FILTERS	4.30
101410.5340.010	ARAMARK	PARK SHELTER	23.83
101410.5340.010	ARAMARK	PARK SHELTER	23.83
101410.5340.010	ARAMARK	PARK&COLISEM	12.30
101410.5340.010	ARAMARK	PARK&COLISEM	12.30
101410.5340.010	ARAMARK	PARK&COLISEM	12.30
101410.5340.010	ARAMARK	PARK&COLISEM	7.96
152451.5340.010	ARAMARK	PARK&COLISEM	7.14
152451.5340.010	ARAMARK	PARK&COLISEM	2.80
152451.5340.010	ARAMARK	PARK&COLISEM	2.80
152451.5340.010	ARAMARK	PARK&COLISEM	2.80
101310.5732.300	BAKER & TAYLOR ENTERTAINMENT	DVDs	274.06
101310.5732.300	BAKER & TAYLOR ENTERTAINMENT	DVDs	210.79
101310.5732.320	BAKER & TAYLOR ENTERTAINMENT	DVD's-MEMORIAL	101.47

101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	340.57
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	180.56
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	131.39
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	119.55
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	117.57
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS-SCI FI	95.77
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	82.50
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	74.46
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	72.88
101310.5732.250	BAKER & TAYLOR INCORP	REFERENCE BOOKS	72.31
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	63.13
101310.5732.320	BAKER & TAYLOR INCORP	MEMORIAL FUND	60.73
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	60.38
101310.5732.320	BAKER & TAYLOR INCORP	MEMORIAL FUND	56.88
101310.5732.320	BAKER & TAYLOR INCORP	MEMORIAL FUND	56.35
101310.5732.250	BAKER & TAYLOR INCORP	REFERENCE BOOKS	52.31
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	44.06
101310.5732.320	BAKER & TAYLOR INCORP	MEMORIAL FUND	30.79
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	29.10
101310.5732.250	BAKER & TAYLOR INCORP	REFERENCE BOOKS	28.93
101310.5732.250	BAKER & TAYLOR INCORP	REFERENCE BOOKS	27.49
101310.5732.320	BAKER & TAYLOR INCORP	MEMORIAL FUND	26.12
101310.5732.320	BAKER & TAYLOR INCORP	MEMORIAL FUND	23.96
101310.5732.320	BAKER & TAYLOR INCORP	LOST OR MEMORIAL BOOK	19.60
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	19.35
242310.5732.300	BAKER & TAYLOR INCORP	LARGE TYPED	16.79
101310.5732.320	BAKER & TAYLOR INCORP	BOOKS	16.20
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	15.68
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	15.67
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	15.11
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	14.55
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	13.99
101310.5732.320	BAKER & TAYLOR INCORP	MEMORIAL FUND	13.43
101310.5732.320	BAKER & TAYLOR INCORP	MEMORIAL FUND	13.16
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	10.79
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	9.00
101770.5570.000	BENS TIRE & AUTO	TUBE&TIRE REPAIR	26.00
684990.5230.000	BERNIE LOWE & ASSOCIATES, INC	APRIL CONSULTING FEE	2,184.00
681140.5339.000	BERNIE LOWE & ASSOCIATES, INC	411 MED CLAIMS	188.35
681110.5339.000	BERNIE LOWE & ASSOCIATES, INC	411 MED CLAIMS	163.66
681110.5230.000	BERNIE LOWE & ASSOCIATES, INC	411 MED CLAIMS	20.91
681140.5230.000	BERNIE LOWE & ASSOCIATES, INC	411 MED CLAIMS	18.41
101310.5732.300	BLACKSTONE AUDIO, INC.	AUDIO BOOKS	134.99
101310.5732.300	BLACKSTONE AUDIO, INC.	AUDIO BOOKS	90.00

101310.5732.300	BLACKSTONE AUDIO, INC.	AUDIO BOOKS	45.00
278690.5240.510	BLUFFWOOD PARTNERS LLC	RENT ASSISTANCE	419.00
101310.5732.270	BOOKPAGE	BOOKPAGE SUPPORT	300.00
101140.5251.000	BRAD S WILSON	CDL LICENSE	40.00
101110.5460.000	BRADLEY S MAUSETH	CONFERENCE	14.87
101310.5280.000	BRITTNEY LEA PETERS	OVERPAID FINES	103.00
101890.5980.000	BRITTNEY LEA PETERS	OVERPAID FINES	15.00
101310.5732.300	BRODART INC	JUVENILE BOOKS	238.03
101310.5732.300	BRODART INC	JUVENILE BOOKS	229.01
101310.5732.300	BRODART INC	LOST BOOKS REBOUGHT	144.01
101310.5732.320	BRODART INC	SPANISH BOOKS	123.72
101310.5732.300	BRODART INC	JUVENILE BOOKS	60.96
101310.5732.300	BRODART INC	JUVENILE BOOKS	39.23
101310.5732.300	BRODART INC	GRAPHIC BOOKS	38.32
101310.5732.300	BRODART INC	SPANISH BOOKS	32.27
101310.5732.300	BRODART INC	GRAPHIC BOOKS	27.76
101310.5732.300	BRODART INC	JUVENILE BOOKS	8.79
150110.5718.000	CARPENTER UNIFORM COMPANY	3 VESTS	1,012.50
219110.5718.000	CARPENTER UNIFORM COMPANY	3 VESTS	1,012.50
101140.5132.000	CARPENTER UNIFORM COMPANY	3 EMBROIDERED SHIRTS	148.07
101110.5132.000	CARPENTER UNIFORM COMPANY	2 UNIFORM PANTS	112.64
101140.5132.000	CARPENTER UNIFORM COMPANY	SHOES-FIRE DEPT	96.99
219110.5718.000	CARPENTER UNIFORM COMPANY	FREIGHT FOR VESTS	12.28
150110.5718.000	CARPENTER UNIFORM COMPANY	FREIGHT FOR VESTS	12.27
101310.5732.250	CENGAGE LEARNING INC	REFERENCE MATERIALS	1,550.00
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPED BOOKS	166.34
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPED BOOKS	79.46
101310.5732.320	CENGAGE LEARNING INC	LOST OR MEMORIAL BOOK	19.20
152451.5600.080	CENTRAL IOWA DISTRIBUTING INC	PARK SUPPLIES	323.00
233410.5600.080	CENTRAL IOWA DISTRIBUTING INC	PARK SUPPLIES	266.80
101440.5600.080	CENTRAL IOWA DISTRIBUTING INC	PARK SUPPLIES	211.80
101410.5562.000	CENTRAL IOWA FARM STORE INC	BELT & BLADR	148.50
101770.5570.000	CENTRAL IOWA FARM STORE INC	BATWING PART	59.26
520590.5410.000	CENTRAL IOWA PLUMBING	JOB ON WOODBURY ST	2,800.00
278690.5600.000	CENTRAL OFFICE SUPPLY	ENVELOPES	77.76
101110.5600.000	CENTRAL OFFICE SUPPLY	TRASH LINER	41.10
290113.5450.000	CENTURYLINK	4/28-5/27 POLICE	711.35
290113.5450.000	CENTURYLINK	5/1-5/31 POLICE	418.00
290113.5450.000	CENTURYLINK	5/1-5/31 POLICE	76.00
290113.5450.000	CENTURYLINK	5/1-5/31 POLICE	20.37
101310.5980.000	CESAR ALCARAZ NAVARRO	OVERPAYMENT	64.68
206710.5610.510	CESSFORD CONSTRUCTION	COLDMIX&ROADSTONE	863.05
206710.5610.510	CESSFORD CONSTRUCTION	COLD MIX	560.40
206710.5610.510	CESSFORD CONSTRUCTION	COLD MIX	378.00

206710.5610.510	CESSFORD CONSTRUCTION	COLD MIX	259.20
206710.5610.600	CESSFORD CONSTRUCTION	COLDMIX&ROADSTONE	205.40
242310.5732.300	CHICAGO DISTRIBUTION CENTER	GENEALOGY BOOKS	40.78
206710.5132.000	CITY LAUNDERING COMPANY	STREET DEPT	158.88
206710.5132.000	CITY LAUNDERING COMPANY	STREET DEPT	158.88
206710.5132.000	CITY LAUNDERING COMPANY	STREET DEPT	158.88
206710.5132.000	CITY LAUNDERING COMPANY	STREET DEPT	158.58
206710.5132.000	CITY LAUNDERING COMPANY	STREET DEPT	80.06
206710.5132.000	CITY LAUNDERING COMPANY	STREET DEPT	75.04
206710.5132.000	CITY LAUNDERING COMPANY	STREET DEPT	75.04
206710.5132.000	CITY LAUNDERING COMPANY	STREET DEPT	75.04
206710.5132.000	CITY LAUNDERING COMPANY	STREET DEPT	75.04
550780.5132.000	CITY LAUNDERING COMPANY	TRANSIT DEPT	13.10
550780.5132.000	CITY LAUNDERING COMPANY	TRANSIT DEPT	12.38
550780.5132.000	CITY LAUNDERING COMPANY	TRANSIT DEPT	10.67
550780.5132.000	CITY LAUNDERING COMPANY	TRANSIT DEPT	10.67
276210.5320.000	CLEANING BY STEPHANIE	CLEAN LEAD HOUSE	250.37
276210.5320.000	CLEANING BY STEPHANIE	CLEAN LEAD HOUSE	242.15
101561.5570.000	CLEMONS INC	HOUSING VEHICLE	56.58
276210.5410.000	CONNERLEY CONSTRUCTION INC	605 MAIN ST-HOUSING	24,145.00
276210.5433.000	CONNERLEY CONSTRUCTION INC	LEAD HOUSE REPAIRS	6,550.00
206160.5480.010	CONSUMERS ENERGY CO-OP	4/1-5/1 MARCH	391.16
206120.5480.010	CONSUMERS ENERGY CO-OP	4/1-5/1 MARCH	61.42
520520.5600.000	CROP PRODUCTION SERVICES	OFF ROAD DIESEL	2,166.78
101770.5570.000	CROP PRODUCTION SERVICES	SOY DIESEL-	106.26
101310.5340.050	DAVID LAROCHELLE	YOUTH PROGRAM	450.00
101581.5261.000	DAVID PILLE	1907 S 4TH MOWING	280.00
101141.5460.000	DAVID RIERSON	FEE-FIRE CHIEF	25.00
101561.5980.000	DEAN & DEBORAH RIEKS	RENTAL OVERPAYMENT	29.75
550780.5450.000	DEX MEDIA EAST LLC	1YR LISTING-TRANSIT	222.84
101410.5600.080	DIAMOND VOGEL PAINTS	PAINT THINNER	19.02
101310.5732.250	EBSCO INDUSTRIES PAYMENTS	NOVELIST SUBSCRIPTION	1,990.00
101140.5132.000	ED M FELD EQUIPMENT CO INC	GLOVES&HELMET	300.00
101140.5600.000	ED M FELD EQUIPMENT CO INC	CLASS A FOAM	225.00
283210.5600.031	ENVIRO HEALTH TECHNOLOGIES	LEAD TESTS	55.00
283210.5600.031	ENVIRO HEALTH TECHNOLOGIES	LEAD TESTS	55.00
283210.5600.032	ENVIRO HEALTH TECHNOLOGIES	LEAD TESTS	11.00
283210.5600.032	ENVIRO HEALTH TECHNOLOGIES	LEAD TESTS	5.50
276210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L	LEAD TESTS	94.25
276210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L	LEAD TESTS	94.25
276210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L	LEAD TESTS	36.25
206710.5600.000	FASTENAL COMPANY	SUPPLIES	69.48
206710.5600.000	FASTENAL COMPANY	SUPPLIES	20.24
206710.5600.000	FASTENAL COMPANY	SUPPLIES	14.89

528590.5230.000	FOX ENGINEERING ASSOCIATES INC	3/29-4/25 W INTERCEPTOR	32,086.75
491750.5230.030	FOX ENGINEERING ASSOCIATES INC	3/29-4/25 ALLIANT PLANT	4,084.78
528590.5230.030	FOX ENGINEERING ASSOCIATES INC	3/29-4/25 TURNER ST	601.25
250660.5331.500	FREEDOM8 DBA JIMMY JOHNS	TAXES	6,390.54
101110.5132.000	GALL'S INC	BOOTS-WATSON	137.56
101140.5132.000	GALL'S INC	3 PRs EMS PANTS	128.92
101140.5132.000	GALL'S INC	2 PR EMS PANTS	88.93
247410.5340.050	GARY KEENAN	WOOD CARVING	2,500.00
520520.5600.000	GRAYMONT CAPITAL INC	BULK LIME	3,710.70
101860.5231.000	GRIMES BUCK SCHOELL & BEACH	4/27-5/12 SERVICES	2,614.78
101860.5231.000	GRIMES BUCK SCHOELL & BEACH	DOLLAR TREE	412.50
233410.5410.000	HANKE REFRIGERATION	6TH ST COMPLEX	82.50
276210.5340.100	HAPPY SOFTWARE INC	6/1/15-5/31-HOUSING	1,440.00
276210.5250.000	HARDIN COUNTY RECORDERS OFFICE	LIEN RECORD	12.00
276210.5250.000	HARDIN COUNTY RECORDERS OFFICE	LIEN RECORD	12.00
276210.5250.000	HARDIN COUNTY RECORDERS OFFICE	LIEN RECORD	12.00
101410.5410.000	HARTWIG PLUMBING & HEATING INC	RELOCATE WATER HEATER	330.00
520590.5600.000	HD SUPPLY WATERWORKS, LTD	FLEX TUBING	867.44
520590.5600.000	HD SUPPLY WATERWORKS, LTD	FLEX TUBING	179.70
290113.5450.000	HEART OF IOWA COMMUNICATIONS	5/1-5/31 911 SERVICES	450.00
290113.5450.000	HEART OF IOWA COMMUNICATIONS	5/1-5/31 911 SERVICES	88.00
520520.5410.000	HUPP ELLECTRIC MOTOR/TOYOTALIFT	REPAIR JET MOTIVE PUMP	4,956.63
101110.5132.000	IN STITCHES	CITIZEN VOLUNTEER SHIRT	34.61
206712.5610.820	INDEPENDENT SALT	HIWAY SALT	26,638.98
206712.5610.820	INDEPENDENT SALT	HIWAY SALT	1,852.51
290113.5340.070	IOWA DEPT OF PUBLIC SAFETY	APR-JUN LINE/TERMINAL	2,165.40
101110.5340.070	IOWA DEPT OF PUBLIC SAFETY	APR-JUN LINE/TERMINAL	240.60
101480.5340.070	IOWA DIV OF LABOR SERVICES	SR CENTER ELEVATOR	300.00
233410.5410.000	IOWA HOMETOWN SECURITY	BATTERY-CONNECTOR	65.00
101820.5600.000	IOWA OFFICE INTERIORS, INC	OFFICE SUPPLIES	152.84
101310.5600.000	IOWA OFFICE INTERIORS, INC	MARKERS, ETC	73.78
101820.5460.000	JILL PETERMEIER	MILEAGE	43.27
101310.5460.000	JOA M LAVILLE	CONFERENCE	95.16
101310.5600.010	JOA M LAVILLE	CONFERENCE	29.55
101310.5210.000	JOA M LAVILLE	CONFERENCE	20.00
276210.5472.000	JOEL S CHANDLER	MILEAGE	152.49
101420.5340.640	KAREN GALE	5/5-5/17 ZUMBA CLASS	232.50
101421.5340.640	KAREN GALE	5/5-5/17 ZUMBA CLASS	15.00
520520.5600.030	KEYSTONE LAB INC	MERCURY ANALYSIS	28.00
290113.5450.000	LANGUAGE LINE SERV INC	PHONE INTERPRETATION	407.55
101110.5430.000	LANGUAGE LINE SERV INC	PHONE INTERPRETATION	58.50
101310.5340.010	LEROY DUANE LENZ	4/19-5/3 MOWING	240.00
283210.5320.000	LEROY DUANE LENZ	4/19-5/3 MOWING	60.00
283210.5320.000	LEROY DUANE LENZ	4/19-5/3 MOWING	45.00

101440.5718.000	LINCOLN AQUATICS	FLANGES	2,000.00
540440.5718.000	LINCOLN AQUATICS	FLANGES	1,573.55
101310.5732.320	LIZBETT LONELI	LOST BOOKS	24.94
276210.5431.000	LUISA ORTEGA	SPANISH INTERPRETATION	682.50
206710.5600.000	M GERVICH & SONS INC	ALUMINUM	146.50
206710.5600.000	M GERVICH & SONS INC	ANGLE IRON	34.62
206710.5570.000	M GERVICH & SONS INC	ALUMINUM	10.00
101561.5360.000	MAIL SERVICES	RENTAL INSPECTIONS	194.48
101840.5360.000	MAIL SERVICES	CITY ADMIN&PROJECTS	159.97
101840.5360.000	MAIL SERVICES	CITY ADMIN&PROJECTS	114.92
278690.5360.000	MAIL SERVICES	RENT ASSISTANCE	71.73
278690.5360.000	MAIL SERVICES	RENT ASSISTANCE	41.05
283210.5360.000	MAIL SERVICES	LEAD ABATEMENT	27.72
283210.5360.000	MAIL SERVICES	LEAD ABATEMENT	9.33
101561.5360.000	MAIL SERVICES	RENTAL INSPECTIONS	1.98
101310.5732.250	MANGO LANGUAGES	LANGUAGE SUBSCRIPTION	2,500.00
101310.5980.000	MARIA ANNE MULL	OVERPAYMENT	10.00
460770.5230.000	MARSHALL COUNTY ABSTRACT CO	LONG TRUST UPDATE	150.00
550780.5570.010	MARSHALL COUNTY ENGINEER	APRIL GAS&DIESEL	4,567.20
101110.5570.000	MARSHALL COUNTY ENGINEER	APRIL GAS&DIESEL	4,330.54
206710.5570.000	MARSHALL COUNTY ENGINEER	APRIL GAS&DIESEL	3,428.31
101410.5570.010	MARSHALL COUNTY ENGINEER	APRIL GAS&DIESEL	639.10
101140.5570.000	MARSHALL COUNTY ENGINEER	APRIL GAS&DIESEL	628.27
520590.5570.010	MARSHALL COUNTY ENGINEER	APRIL GAS&DIESEL	327.41
206120.5570.000	MARSHALL COUNTY ENGINEER	APRIL GAS&DIESEL	285.33
101410.5570.060	MARSHALL COUNTY ENGINEER	APRIL GAS&DIESEL	259.84
510531.5570.010	MARSHALL COUNTY ENGINEER	APRIL GAS&DIESEL	218.27
520520.5570.010	MARSHALL COUNTY ENGINEER	APRIL GAS&DIESEL	177.42
520590.5570.060	MARSHALL COUNTY ENGINEER	APRIL GAS&DIESEL	132.04
510531.5570.060	MARSHALL COUNTY ENGINEER	APRIL GAS&DIESEL	88.02
101561.5570.000	MARSHALL COUNTY ENGINEER	APRIL GAS&DIESEL	67.88
101560.5570.000	MARSHALL COUNTY ENGINEER	APRIL GAS&DIESEL	57.03
206760.5570.000	MARSHALL COUNTY ENGINEER	APRIL GAS&DIESEL	39.33
101581.5570.000	MARSHALL COUNTY ENGINEER	APRIL GAS&DIESEL	22.47
101410.5340.010	MARSHALL COUNTY LANDFILL	GARBAGE	65.45
101581.5261.000	MARSHALL COUNTY LANDFILL	1907 S 4TH ST -CLEANUP	21.95
101840.5250.000	MARSHALL COUNTY RECORDER	LEAD MORTGAGES	17.00
276210.5250.000	MARSHALL COUNTY RECORDER	LEAD MORTGAGES	17.00
276210.5250.000	MARSHALL COUNTY RECORDER	LEAD MORTGAGES	17.00
276210.5250.000	MARSHALL COUNTY RECORDER	LEAD MORTGAGES	17.00
276210.5250.000	MARSHALL COUNTY RECORDER	LEAD MORTGAGES	17.00
276210.5250.000	MARSHALL COUNTY RECORDER	LEAD MORTGAGES	17.00
276210.5250.000	MARSHALL COUNTY RECORDER	LEAD MORTGAGES	12.00
276210.5250.000	MARSHALL COUNTY RECORDER	LEAD MORTGAGES	12.00

276210.5250.000	MARSHALL COUNTY RECORDER	LEAD MORTGAGES	12.00
276210.5250.000	MARSHALL COUNTY RECORDER	LEAD MORTGAGES	12.00
276210.5250.000	MARSHALL COUNTY RECORDER	LEAD MORTGAGES	12.00
276210.5250.000	MARSHALL COUNTY RECORDER	LEAD MORTGAGES	12.00
276210.5250.000	MARSHALL COUNTY RECORDER	LEAD MORTGAGES	12.00
276210.5250.000	MARSHALL COUNTY RECORDER	LEAD MORTGAGES	12.00
276210.5250.000	MARSHALL COUNTY RECORDER	LEAD MORTGAGES	12.00
276210.5250.000	MARSHALL COUNTY RECORDER	LEAD MORTGAGES	12.00
276210.5250.000	MARSHALL COUNTY RECORDER	LEAD MORTGAGES	12.00
276210.5250.000	MARSHALL COUNTY RECORDER	LEAD MORTGAGES	12.00
238310.5260.000	MARSHALL GLASS INC	WINDOW REPLACED	1,734.90
101770.5410.000	MARSHALLTOWN AVIATION INC	MARCH GROUND KEEPING	357.98
101770.5570.000	MARSHALLTOWN AVIATION INC	MOWER PARTS	45.75
101770.5600.000	MARSHALLTOWN AVIATION INC	INTERNET	30.05
233410.5340.600	MARSHALLTOWN UMPIRES ASSOC	UMPIRE SERVICES 2015	9,450.00
233410.5340.600	MARSHALLTOWN UMPIRES ASSOC	UMPIRE SERVICES 2015	150.00
520520.5480.030	MARSHALLTOWN WATER WORKS	APRIL SEWAGE	987.75
101540.5220.000	MARSHALLTOWN WATER WORKS	MAY LANDFILL BILLS	267.30
276210.5480.030	MARSHALLTOWN WATER WORKS	3/3-5/4 LEAD HOUSE	89.30
276210.5480.030	MARSHALLTOWN WATER WORKS	3/3-5/4 LEAD HOUSE	85.40
281690.5480.030	MARSHALLTOWN WATER WORKS	3/4-5/4 LEAD HOUSE	65.90
999.1190.010	MARSHALLTOWN WATER WORKS	STATE OFFSET	62.00
999.1190.010	MARSHALLTOWN WATER WORKS	STATE OFFSET	20.38
520520.5600.000	MARTIN MARIETTA MATERIALS	WPCP HDRYANT	53.78
101310.5980.000	MAYRA GARCIA	OVERPAYMENT	19.95
101140.5570.000	MCATEE TIRE SALES & SERVICE INC	TIRE REPAIR	18.50
101110.5338.000	MCFARLAND CLINIC PC	FITNESS FOR DUTY TEST	178.64
101710.5151.000	MCFARLAND CLINIC PC	RANDOM DRUG TEST	111.00
520590.5151.000	MCFARLAND CLINIC PC	RANDOM DRUG TEST	16.20
510531.5151.000	MCFARLAND CLINIC PC	RANDOM DRUG TEST	10.80
276210.5410.000	MD CONSTRUCTION LLC	209 N CENTER -HOUSING	46,369.00
276210.5410.000	MD CONSTRUCTION LLC	7 S 6TH AVE-HOUSING	12,050.00
101310.5450.000	MEDIACOM	INTERNET -6TH ST CMLPX	75.90
681110.5338.000	MEDTRAK SERVICES LLP	4/16-4/30 MED CLAIMS	272.47
681140.5338.000	MEDTRAK SERVICES LLP	4/16-4/30 MED CLAIMS	89.27
206750.5340.290	MICHAEL LISKOWIAK	TREE LIMB REMOVED	250.00
101420.5340.640	MICHAEL WICKHAM	4/6-5/14 TAEKWONDO	245.00
101310.5732.300	MICROMARKETING LLC	ADULT AUDIO BOOK	421.88
101310.5732.300	MICROMARKETING LLC	AUDIO BOOK	258.96
101310.5732.300	MICROMARKETING LLC	ADULT AUDIO BOOK	99.97
101310.5732.300	MICROMARKETING LLC	JUVENILE AUDIO BOOK	44.97
101310.5732.300	MICROMARKETING LLC	ADULT AUDIO BOOK	40.00
101310.5732.300	MICROMARKETING LLC	JUVENILE AUDIO BOOK	39.99

101310.5732.300	MICROMARKETING LLC	JUVENILE AUDIO BOOK	14.99
520520.5600.030	MIDLAND SCIENTIFIC INC	BOD POLYSEED	336.25
290113.5450.000	MINERVA VALLEY TELEPHONE	MARSHALL COUNTY 911	50.00
550780.5360.000	MINUTEMAN INC	FED EX PKG	10.43
206710.5570.000	NAPA	AIR FILTERS	117.19
206710.5570.000	NAPA	AIR FILTERS	98.15
206710.5600.000	NAPA	GLOVES	73.40
206710.5600.000	NAPA	SHOP SUPPLIES	55.29
206710.5570.000	NAPA	SWEEPER FILTER	37.01
206710.5570.000	NAPA	OIL	14.25
206710.5570.000	NAPA	HOSE PARTS	11.96
206710.5570.000	NAPA	FOAMY BRITE	8.60
206710.5600.000	NAPA	SHOP SUPPLIES	4.74
206710.5600.000	NAPA	FITTING	4.43
206750.5600.000	MUNICIPAL SUPPLY INC	SUPPLIES	568.10
101440.5600.080	MY PARK SUPPLY LLC	FLANGES	992.84
101310.5340.070	OCLC, INC	CATALOGING	805.30
101310.5732.320	OVERDRIVE, INC.	eBOOKS -MEMORIAL FUND	38.97
101310.5732.320	OVERDRIVE, INC.	eBOOKS -MEMORIAL FUND	27.98
101310.5732.300	OXFORD UNIVERSITY PRESS INC	BOOKS	17.96
290113.5450.000	PARTNER COMMUNICATIONS CO-OP	MARSHALL COUNTY 911	806.72
290113.5450.000	PARTNER COMMUNICATIONS CO-OP	CITY OF MTOWN 911	356.84
276210.5410.000	PETTENGILL CONSTRUCTION	1118 MAY ST- HOUSING	21,655.00
101820.5600.000	PETTY CASH - CITY CLERK	PETTY CASH	10.00
101820.5600.000	PETTY CASH - CITY CLERK	PETTY CASH	10.00
101820.5600.000	PETTY CASH - CITY CLERK	PETTY CASH	10.00
152000.4820.451	PETTY CASH - CITY CLERK	PETTY CASH	10.00
101000.4474.190	PETTY CASH - CITY CLERK	PETTY CASH	8.00
276210.5433.000	PETTY CASH - CITY CLERK	PETTY CASH	5.34
276210.5433.000	PETTY CASH - CITY CLERK	PETTY CASH	3.23
276210.5433.000	PETTY CASH - CITY CLERK	PETTY CASH	1.50
101840.5360.000	PETTY CASH - CITY CLERK	PETTY CASH	0.78
278690.5360.000	PETTY CASH - CITY CLERK	PETTY CASH	0.70
520520.5340.070	PREMIER OFFICE EQUIPMENT	FINAL METER READING	82.48
206710.5340.070	PREMIER OFFICE EQUIPMENT	3/21-4/20 COPIES	55.50
101881.5340.070	PREMIER OFFICE EQUIPMENT	3/21-4/20 COPIES	55.49
550780.5340.070	PREMIER OFFICE EQUIPMENT	3/21-4/20 COPIES	55.49
520590.5340.070	PREMIER OFFICE EQUIPMENT	3/21-4/20 COPIES	33.30
510531.5340.070	PREMIER OFFICE EQUIPMENT	3/21-4/20 COPIES	22.20
230110.5600.000	RADIOTRONICS	TEMPERATURE SENSORS	95.99
276210.5472.000	RANDY VAUGHN	MILEAGE	178.62
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	157.20
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	40.50
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	36.89

101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	36.00
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	31.49
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	27.00
550780.5340.070	REM Iowa Developmental Srvs	CLEANED 3 BUSES	225.00
101000.4520.000	ROBERTO MENDOZA-CALDERON	OVERPAID PAYMENT	25.00
278690.5240.510	ROSA ANAYA	RENT ASSISTANCE	187.00
101000.4472.000	ROSA IBARRA	CABIN RENTAL CXLD	40.00
101310.5340.050	ROSEANN NYMEYER	SOPHIE THE COW	75.00
101881.5340.070	SCHUMACHER ELEVATOR COMPANY	CARNEGIE BLDG	201.44
101880.5340.070	SCHUMACHER ELEVATOR COMPANY	CITY HALL	197.43
101480.5340.070	SCHUMACHER ELEVATOR COMPANY	SENIOR CITIZEN BLDG	186.59
101310.5340.050	SCIENCE CENTER OF IOWA	SCIENCE PROGRAM	500.00
101310.5340.010	SERVICEMASTER OF M'TOWN INC	CLEANING SERVICES	1,369.33
206710.5340.010	SERVICEMASTER OF M'TOWN INC	CLEANING SERVICES	312.00
101140.5600.000	SIGN CREATIONS	MAGNETS	11.75
247410.5600.000	SIGN CREATIONS	KIDS TO PARKS	10.00
528590.5340.010	SM HENTGES & SONS INC	IOWA RIVER INTERCEPTOR	295,481.47
206710.5340.500	SMITH LAWN CARE	MOWING 5 LOCATIONS	200.00
206710.5340.500	SMITH LAWN CARE	MOWING 5 LOCATIONS	200.00
206710.5340.500	SMITH LAWN CARE	MOWING 5 LOCATIONS	200.00
510532.5340.010	SMITH LAWN CARE	MOWING 5 LOCATIONS	150.00
206710.5340.500	SMITH LAWN CARE	MOWING 5 LOCATIONS	140.00
101410.5340.010	SMITH LAWN CARE	MOWING 5 LOCATIONS	100.00
101410.5340.010	SMITH LAWN CARE	MOWING 5 LOCATIONS	100.00
101410.5340.010	SMITH LAWN CARE	MOWING 5 LOCATIONS	100.00
101410.5340.010	SMITH LAWN CARE	MOWING 5 LOCATIONS	100.00
101110.5230.000	STANARD & ASSOCIATES INC	TESTING MATERIALS	147.00
520520.5340.010	STEVE R HANSEN	VEGETATION CONTROL	1,892.00
101310.5340.010	STONE SANITATION	GARBAGE SERVICE	92.59
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSISTANCE	106.00
101440.5600.000	SUPPLYWORKS	CLEANING SUPPLIES	283.33
101440.5600.000	SUPPLYWORKS	REFUND	(54.50)
206711.5570.000	SWEEPER PARTS SALES	SPROCKET,RUBBER CHAIN	3,338.70
206711.5570.000	SWEEPER PARTS SALES	SPROCKET SHIELD	1,201.09
206711.5570.000	SWEEPER PARTS SALES	BEARING,ELBOW&FLAP	536.05
101110.5600.000	TACTICAL MEDICAL SOLUTIONS INC	SUPPLIES	248.45
528590.5230.030	TEAM SERVICES INC	IA RVR INTERCEPTOR	1,377.68
520520.5340.010	TEMP ASSOCIATES INC	CLEANED SBR#1	556.00
101310.5460.000	TERESA HANNAM	CONFERENCE	47.58
230110.5460.000	THOMAS M WATSON	CONFERENCE	122.58
230110.5570.000	THOMAS M WATSON	CONFERENCE	114.65
233410.5562.000	THOMPSON'S TRUE VALUE	KUBOTA PART	3.20
101110.5600.000	THOMSON REUTERS-WEST	2015 IA CRIMINALS	173.60
101110.5210.000	TIMES-REPUBLICAN	EMPLOYMENT ADS	468.00

206710.5210.000	TIMES-REPUBLICAN	EMPLOYMENT ADS	49.66
520520.5210.000	TIMES-REPUBLICAN	EMPLOYMENT ADS	49.66
290113.5210.000	TIMES-REPUBLICAN	LEGAL PUBLICATIONS	39.59
550780.5210.000	TIMES-REPUBLICAN	LEGAL PUBLICATIONS	18.72
276210.5410.000	TOM BLAKE CONSTRUCTION	ELDORA HOUSING	26,050.00
206710.5570.000	TRANS-IOWA EQUIPMENT LLC	CAD CELLS	74.44
520520.5440.000	TREASURER ST OF IOWA	APRIL SALES TAX	10,599.00
520520.5441.000	TREASURER ST OF IOWA	APRIL SALES TAX	1,766.00
000844.1520.010	TREASURER ST OF IOWA	APRIL SALES TAX	1,047.00
000844.1520.020	TREASURER ST OF IOWA	APRIL SALES TAX	175.00
101142.5460.000	TREASURERS OFFICE	INVESTIGATOR CERT	150.00
101142.5460.000	TREASURERS OFFICE	INSPECTOR CERT	100.00
101141.5460.000	TREASURERS OFFICE	LEADERSHIP CLASS	25.00
101880.5410.000	TRI STATE LOCK SERVICE	LSDA LATCH&KEYS	46.00
101310.5340.010	UNIQUE MANAGEMENT SERVICES, INC	COLLECTION FEES	179.00
101710.5151.000	UNITYPOINT CLINIC	DOT DRUG&ALCOHOL TEST	111.00
550780.5151.000	UNITYPOINT CLINIC	DOT DRUG&ALCOHOL TEST	74.00
101310.5151.000	UNITYPOINT CLINIC	DOT DRUG&ALCOHOL TEST	37.00
101410.5151.000	UNITYPOINT CLINIC	DOT DRUG&ALCOHOL TEST	37.00
101120.5151.000	UNITYPOINT CLINIC	DOT DRUG&ALCOHOL TEST	22.20
101550.5151.000	UNITYPOINT CLINIC	DOT DRUG&ALCOHOL TEST	11.10
101160.5151.000	UNITYPOINT CLINIC	DOT DRUG&ALCOHOL TEST	3.70
150310.5380.000	US BANK EQUIPMENT FINANCE	COPIER PAYMENT	349.50
101770.5570.000	VAN WALL EQUIPMENT	KEY SWITCH	28.15
101310.5732.320	VANESSA ENGEL	LOST BOOK RETURNED	17.00
206710.5450.000	VERIZON WIRELESS	4/11-5/10 POLICE	200.09
520590.5450.000	VERIZON WIRELESS	4/11-5/10 SEWER DEPT	48.01
510531.5450.000	VERIZON WIRELESS	4/11-5/10 SEWER DEPT	32.01
684990.5339.000	WELLMARK INC	5/8-5/14 MED CLAIMS	34,274.72
684990.5339.000	WELLMARK INC	5/1-5/7 MED CLAIMS	30,030.40
471110.5230.030	WILSON ESTES	POLICE ARCHITECT FEE	79,636.55
520520.5600.000	ZIEGLER INC	FILTERS	387.06
520590.5600.000	ZIEGLER INC	FILTERS	172.89
520590.5600.000	ZIEGLER INC	FILTERS	18.09

837,895.34

COUNCIL PROCEEDINGS
May 26, 2015

The Marshalltown City Council met in regular session on May 26, 2015, at noon, in the Council Chambers at City Hall. Mayor Lowrance called the meeting to order and led the Pledge of Allegiance. Mayor Lowrance thanked Bruce Campbell for ten years of service. Present: Gowdy, Hoop, Lamer, Martin, Schubert, Wirin, fully participating by speakerphone: Greer. Schubert moved to approve the agenda, second by Wirin. Motion approved 7-0.

CONSENT AGENDA:

Lamer moved to approve the Consent Agenda: Approve Council meeting Minutes of May 11, 2015; Approve Bill List in the amount of \$1,380,962.25; ; Approve March Financials; Receipt of Abstract of Votes, May 5, 2015, bond issue for new police building, failed; Receipt of Building Report for April, 2015; Resolution 2015-074 to remove two overhead street lights, due to installation of new decorative lights, one on the SE corner of 13th Street and W State Street, the second one south on the alley on 13th Street between Main Street and State Street on the east side of the street; Resolution 2015-075 Setting hearing on 2015 Amendment to Urban Renewal Area No 3 for June 8; Resolution 2015-076 Setting hearing on a Development Agreement with Theisen's Inc., including economic development payments in an amount not to exceed \$140,000, for June 8; Tentative Resolution 2015-077 Providing for the Vacation, Conveyance, and Transfer of the Streets herein described to Fisher Controls, International, LLC, set public hearing for June 8, regarding part of East Boone Street between South 1st Avenue and South 2nd Avenue and part of East Nevada Street east of S. Center Street to 1st Avenue and pedestrian passage over Parcel "J", all as described in the Quit Claim Deed; Tentative Resolution 2015-078 Adopting Tentative Resolution Set hearing on DT Retail Properties, LLC, vacation of public utility easement; Resolution 2015-079 Approving a Contract for Services for Operation and Maintenance of Government and Cable TV and other public access services with Iowa Valley Community College, created pursuant to Chapter 28E.12 of the Iowa Code, renewal for five years, through June 30, 2020; Resolution 2015-080 Approving Contract and Bond for Construction of the 2015 Columbus Dr & Crestview Drive Project 76015002, Con-Struct, Inc., in the amount of \$231,662.50; Resolution 2015-081 Ordering Construction of the 2015 Concrete Repair Project 76015006; Resolution 2015-082 Approving Menards RISE Grant Agreement, Iowa Department of Transportation, for construction of two left turn lanes on South 18th Avenue, split 50% with the developer, total project estimated cost \$158,175 (50% = \$79,087.50); Resolution 2015-083 Approving Amendment 1 Engineering Services Agreement with FOX Engineering, 2014 Sanitary Sewer Rehab project 59014007 in the amount of \$202,840.00; Resolution 2015-084 Approving 28E Agreement with the Marshalltown Area Chamber of Commerce for the purpose of operating a Visitors Bureau and Convention Center, renewal one year through June 30, 2016, 67% of the hotel / motel tax revenue to CVB, 33% to the city; Approve Cigarette Permits, renewals expiring 6-30-2016; Approve Liquor Licenses: (Pending fire inspection passage) RENEWALS: Git N Go Store #35, Git N Go Store #34, Hy Vee Gas, Abarrotes Villachuato, LLC; second by Martin. Consent agenda adopted 7-0.

MOTIONS:

There was no motion by the council to approve a tobacco permit for Eli Fancy Hookah Bar. The topic died for lack of a motion.

REPORTS:

Parks Director Terry Gray reported the hours of the aquatic center will be shorter due to lack of lifeguard staffing, despite efforts to recruit.

RESOLUTIONS:

PUBLIC HEARING

Mayor Lowrance declared the public hearing open on the plans and specifications for the 2015 Mill & Overlay Project 76015004. There were no written or public comments. Mayor Lowrance declared the public hearing closed. Martin moved to adopt Resolution 2015-085 Approving Plans, Specifications, Form of Contract and Cost for the 2015 Mill & Overlay Project 76015004, second by Hoop. Resolution adopted 7-0.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open on the plans and specifications for the WPCP Concrete Repair Phase II Project 52013017.. There were no written or public comments. Mayor Lowrance declared the public hearing closed. Lamer moved to adopt Resolution 2015-086 Approving Plans and Specifications, form of Contract and Cost for the WPCP Concrete Repair Phase II Project 52013017, second by Greer. Resolution adopted 7-0.

ORDINANCES:

TABLED: PUBLIC HEARING

Lamer moved to remove from the table the third reading and public hearing of Ordinance #14940 Approving rezoning of Parcels 07-25-328-003, 07-25-3328-004, 07-25-328-014, 07-25-328-017, and 07-25-328-018 to M2 Heavy Industry from R3 Medium Density Residential, JBS request, properties located east of 10th Avenue between Lee Street and Swayze Street, second by Hoop. Motion carried 7-0.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open changes to the Zoning Ordinance regarding rezoning parcels Parcels 07-25-328-003, 07-25-3328-004, 07-25-328-014, 07-25-328-017, and 07-25-328-018 to M2 Heavy Industry from R3 Medium Density Residential. There were no written or public comments. Mayor Lowrance declared the public hearing closed.

COUNCIL PROCEEDINGS
May 26, 2015

Schubert moved to approve the third reading and adopt Ordinance #14940 Approving rezoning of Parcels 07-25-328-003, 07-25-3328-004, 07-25-328-014, 07-25-328-017, and 07-25-328-018 to M2 Heavy Industry from R3 Medium Density Residential, JBS request, properties located east of 10th Avenue between Lee Street and Swayze Street, second by Hoop. Ordinance and third reading adopted 7-0.

FUTURE AGENDA ITEMS DISCUSSION:

The council discussed the following items to be addressed at a future meeting: The Spot – Outdoor Service application for June 13 event; Estrella Grocery Store liquor license, Class C Beer, 101 W Main Street; Midnight Ballroom, Transfer Request to Central Iowa Fairgrounds, June 20, 21, 28, July 5, 25, 26, August 1, 2, 8, 9, 15, 16, 22, 23, 29, 30 Sept. 5, 6, 13, 19, 20; FY 15-16 Byrne-JAG Grant Application authorization, public hearing set for June 8, \$19,304, split 50% with Marshall County; city share \$9,652 to be used for equipment and programming; Alcohol compliance checks; Marked Police Vehicle Purchase, FY 2015-2016; Trail Barricades; 2015 Concrete Repair Project 76015006 – Plans & Specs hearing 6/8; 2015 Sidewalk Repair Project 76015007 – Order Construction 6/8, Plans & Specs hearing 6/22, bids 6/25; 2015 Sanitary Sewer Televising Project 59015011 – Engineering Services Agreement, Fox Engineering, \$33,200; 2015 South 18th Avenue Improvements 76015011 – Engineering Services Agreement, Clapsaddle-Garber Associates, \$18,981. Funded 50% by Iowa DOT Rise Grant and Menards; Sanitary Sewer Rate Study project 52012006– Engineering Services Agreement, Stanley Consultants, \$20,900; Stormwater Utility Rate Study project 29112001 – Engineering Services Agreement, Stanley Consultants, \$19,000; 2015 Mill & Overlay Project 76015004 – bids due: May 28 at 10:00 am; 2015 Oil Mix Street Project 76015005 – no bids received; 2015 Microsurfacing Project 76015003 – no bids received; WPCP Concrete Repair Phase II Project 520130017 – Award Contract, Hay Construction, \$231,662.50; Sewer department equipment purchase – 1 ton dump truck with platform and hoist, best responsible bid from Jensen Ford for the truck and platform & hoist by Hawkeye Truck, \$26,425.

ADJOURNMENT

The meeting adjourned at 1:16 PM.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

James L. Lowrance, Mayor

Shari L. Coughenour, CMC, City Clerk



COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET
May 26, 2015, at NOON

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:

Employee Service – Bruce Campbell, 10 years

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 May 11, 2015.
2. Approve Bill List in the amount of \$1,380,962.25
3. Approve March Financials
4. Receipt of Abstract of Votes, May 5, 2015, bond issue for new police building, failed.
5. Receipt of Building Report for April, 2015.
6. Resolution 2015-074 to remove two overhead street lights, due to installation of new decorative lights, one on the SE corner of 13th Street and W State Street, the second one south on the alley on 13th Street between Main Street and State Street on the east side of the street.
7. Resolution 2015-075 Setting hearing on 2015 Amendment to Urban Renewal Area No 3 for June 8
8. Resolution 2015-076 Setting hearing on a Development Agreement with Theisen's Inc., including economic development payments in an amount not to exceed \$140,000, for June 8
9. Tentative Resolution 2015-077 Providing for the Vacation, Conveyance, and Transfer of the Streets herein described to Fisher Controls, International, LLC, set public hearing for June 8, regarding part of East Boone Street between South 1st Avenue and South 2nd Avenue and part of East Boone Street east of S. Center Street to 1st Avenue and pedestrian passage over Parcel "J", all as described in the Quit Claim Deed.
10. Tentative Resolution 2015-078 Adopting Tentative Resolution Set hearing on DT Retail Properties, LLC, vacation of public utility easement
11. Resolution 2015-079 Approving a Contract for Services for Operation and Maintenance of Government and Cable TV and other public access services with Iowa Valley Community College, created pursuant to Chapter 28E.12 of the Iowa Code, renewal for five years, through June 30, 2020.
12. Resolution 2015-080 Approving Contract and Bond for Construction of the 2015 Columbus Dr & Crestview Drive Project 76015002, Con-Struct, Inc., in the amount of \$231,662.50.
13. Resolution 2015-082 Ordering Construction of the 2015 Concrete Repair Project 76015006
14. Resolution 2015-083 Approving Menards RISE Grant Agreement, Iowa Department of Transportation, for construction of two left turn lanes on South 18th Avenue, split 50% with the developer, total project estimated cost \$158,175 (50% = \$79,087.50)

Visit www.ci.marshalltown.ia.us

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

Marshalltown



2012

15. Resolution 2015-084 Approving Amendment 1 Engineering Services Agreement with FOX Engineering, 2014 Sanitary Sewer Rehab project 59014007 in the amount of \$202,840.00
16. Resolution 2015-085 Approving 28E Agreement with the Marshalltown Area Chamber of Commerce for the purpose of operating a Visitors Bureau and Convention Center, renewal one year through June 30, 2016, 67% of the hotel / motel tax revenue to CVB, 33% to the city.
17. Approve Cigarette Permits, renewals expiring 6-30-2016.
18. Approve Liquor Licenses: (Pending fire inspection passage)
RENEWALS: Git N Go Store #35, Git N Go Store #34, Hy Vee Gas, Abarrotes Villachuato, LLC.
(end of consent agenda items)

MOTIONS:

19. Eli Fancy Hookah Bar tobacco permit, 27 N Center Street.

REPORTS:

20. Aquatic Center update

RESOLUTIONS:

PUBLIC HEARING

21. Resolution 2015-086 Approving Plans, Specifications, Form of Contract and Cost for the 2015 Mill & Overlay Project 76015004

PUBLIC HEARING

22. Resolution 2015-087 Approving Plans, Specifications, Form of Contract and Cost for the Plans and Specs WPCP Concrete Repair Phase II Project 52013017

ORDINANCES:

23. TABLED: third reading of Ordinance 14940 public hearing rescheduled for noon on May 26, 2015.

PUBLIC HEARING

24. Third reading of Ordinance #14940 Approving rezoning of Parcels 07-25-328-003, 07-25-3328-004, 07-25-328-014, 07-25-328-017, and 07-25-328-018 to M2 Heavy Industry from R3 Medium Density Residential, JBS request, properties located east of 10th Avenue between Lee Street and Swayze Street.

DISCUSSION: Next agenda in process

1. The Spot – Outdoor Service application for June 13 event.
2. Estrella Grocery Store liquor license, Class C Beer, 101 W Main Street.
3. Midnight Ballroom, Transfer Request to Central Iowa Fairgrounds, June 20, 21, 28, July 5, 25, 26, August 1, 2, 8, 9, 15, 16, 22, 23, 29, 30 Sept. 5, 6, 13, 19, 20
4. EastSide Market – Alcohol License application returned to City Council to correct omission of history not included on the State's DCI background check, 1116 E Nevada Street
5. FY 15-16 Byrne-JAG Grant Application authorization, public hearing set for June 8, \$19,304, split 50% with Marshall County; city share \$9,652 to be used for equipment and programming.
6. Governor's Traffic Safety Bureau update
7. Alcohol compliance checks
8. Marked Police Vehicle Purchase, FY 2015-2016
9. Trail Barricades

Visit www.ci.marshalltown.ia.us

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

Marshalltown



2012

10. 2015 Concrete Repair Project 76015006 – Plans & Specs hearing 6/8
11. 2015 Sidewalk Repair Project 76015007 – Order Construction 6/8, Plans & Specs hearing 6/22, bids 6/25
12. 2015 Sanitary Sewer Televising Project 59015011 – Engineering Services Agreement, Fox Engineering, \$33,200.
13. 2015 South 18th Avenue Improvements 76015011 – Engineering Services Agreement, Clapsaddle-Garber Associates, \$18,981. Funded 50% by Iowa DOT Rise Grant and Menards.
14. Sanitary Sewer Rate Study project 52012006– Engineering Services Agreement, Stanley Consultants, \$20,900.
15. Stormwater Utility Rate Study project 29112001 – Engineering Services Agreement, Stanley Consultants, \$19,000.
16. 2015 Mill & Overlay Project 76015004 – bids due: May 28 at 10:00 am
17. 2015 Oil Mix Street Project 76015005 – no bids received.
18. 2015 Microsurfacing Project 76015003 – no bids received.
19. WPCP Concrete Repair Phase II Project 520130017 – Award Contract, Hay Construction, \$231,662.50
20. Sewer department equipment purchase – 1 ton dump truck with platform and hoist, best responsible bid from Jensen Ford for the truck and platform & hoist by Hawkeye Truck, \$26,425

PUBLIC COMMENTS:

ADJOURNMENT:

Visit www.ci.marshalltown.ia.us

Please refer to the previous Committee of Whole 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



COUNCIL PROCEEDINGS
May 11, 2015

The Marshalltown City Council met in regular session on May 11, 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. Mayor Lowrance thanked the people for voting on the loan agreement question for funding a future police station, and encouraged the police department employees that the failure of the issue was not a reflection of their performance. Police Chief Tupper introduced Paul Heitman, named Officer of the Year, by the Times Republican. Fire Chief Rierson introduced two of the four member team that won the American Lung Association's Fight for Air Climb. The department has won the award six consecutive years. Present: Gowdy, Hoop, Lamer, Martin, Schubert, Wirin. Absent: Greer. Schubert moved to approve the agenda, second by Wirin. Motion approved 6-0.

CONSENT AGENDA:

Wirin moved to approve the Consent Agenda: Approve Council meeting Minutes of April 27, 2015; Approve Bill List in the amount of \$ 958,391.26; Approve February Financials; Motion to approve Kibbey Building Façade and Code Upgrade Grant application; Resolution 2015-062 Agreeing to Receive Donation of "ECHO", Artwork from Marshall County Arts & Cultural Alliance Operating as M-PAC, located in 13th Street business area; Resolution 2015-063 Authorizing Acceptance of Fire Grant SCBA replacement, FEMA, \$160,450; Resolution Authorizing Hiring of Police Reserve officers Mayer and Puls; Resolution 2015-064 Accepting Bids and Authorize Award of Contract for the 2015 Columbus Dr & Crestview Project 76015002, with Con-Struct, Inc, in the amount of \$231,662.50; Resolution 2015-065 Ordering Construction of the 2015 Mill & Overlay Project 76015004; Resolution 2015-066 Approving Contract and Bond for the 2014 Sanitary Sewer Rehabilitation Project 59014007, with Hydro-Klean, LLC, in the amount of \$1,860,917.80; Resolution 2015-067 Approving Agreement Amendment No 1 with Fox Engineering, regarding the Performance Edge project 52012012, in the amount of \$20,000; Resolution 2015-068 Approving Agreement Amendment No 1 with Fox Engineering, regarding the UltraViolet Disinfection project 52011024, in the amount of \$15,000; Cigarette License – New location, existing licensee: Ariel LLC, 907 Iowa Ave E; Approve Liquor Licenses: (Pending fire inspection passage) RENEWALS: Elmwood Country Club, The Spot, Tremont on Main, Center Street Station, Walgreens, The Perfect Setting, Zeno's; second by Wirin. Consent agenda adopted 6-0.

REPORTS:

Kim Elder, representing Marshall County Emergency Management, reviewed the new statewide emergency notification system and encouraged individuals to sign up.

MOTIONS:

There was no motion by the council to proceed with a test angle parking design in the downtown area. The topic died for lack of a motion.

RESOLUTIONS:

PUBLIC HEARING

Mayor Lowrance declared the public hearing open on the budget amendment for fiscal year ending June 30, 2015. Interim Finance Director DeMoss stated the changes are due to project and grant timing. There were no written or public comments. Mayor Lowrance declared the public hearing closed. Wirin moved to adopt Resolution 2015-069 Approving Budget Amendment for Fiscal Year ending June 30, 2015, second by Gowdy. Resolution adopted 6-0.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open on the plans and specifications for the 2015 Microsurfacing Project. Public Works Director Nickel reviewed the project, engineer's estimate of \$240,000. There were no written or public comments. Mayor Lowrance declared the public hearing closed. Schubert moved to adopt Resolution 2015-070 Approving Plans and Specifications, form of Contract and Cost for the 2015 Microsurfacing Project 76015003, second by Martin. Resolution adopted 6-0.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open on the plans and specifications for the 2015 Oil Mix Streets Overlay Project. Public Works Director Nickel reviewed the project, engineer's estimate of \$475,000. The street plan for improvement was approved by the council in December. Attorney Danielson, 103, W State, representing Marone (1405 Highland Acres Road) requested to add Marone's frontage road to the list of improvements. The council did not make a motion to add the frontage road near 1405 Highland Acres Road to the list of improvements. There were no written comments. Mayor Lowrance declared the public hearing closed. Lamer moved to adopt Resolution 2015-071 Approving Plans and Specifications, form of Contract and Cost for the 2015 Oil Mix Streets Overlay Project 76015005, second by Gowdy. Resolution adopted 5-1, with Wirin dissenting.

Wirin moved to adopt Resolution 2015-072 Approving Contract and Bond for the Airport Hangar Floor Replacement Project 77013010, with Gruss Construction, LLC, in the amount of \$77,468.50, second by Lamer. Resolution adopted 6-0.

COUNCIL PROCEEDINGS
May 11, 2015

ORDINANCES:

TABLED: PUBLIC HEARING

Lamer moved to table the third reading and public hearing of Ordinance #14940 Approving rezoning of Parcels 07-25-328-003, 07-25-3328-004, 07-25-328-014, 07-25-328-017, and 07-25-328-018 to M2 Heavy Industry from R3 Medium Density Residential, JBS request, properties located east of 10th Avenue between Lee Street and Swayze Street, until the noon council meeting on May 26, 2015, due to lack of publication of the hearing notice, second by Wirin. Motion carried 6-0.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open changes to the Zoning Ordinance regarding fence heights. Housing and Community Development Director Spohnheimer reviewed the changes, increasing the fence height from 8 to 10 feet for commercial property east of 18th Avenue. There were no written or public comments. Mayor Lowrance declared the public hearing closed.

Hoop moved to approve the third reading and adopt Ordinance #14941 Approving changes to the Marshalltown Zoning Ordinance of 2010, Regarding Chapter 4, Districts and General Regulations, regarding fence height for commercial property east of 18th Avenue, second by Schubert. Second reading adopted 4-2 with Lamer and Martin opposed.

FUTURE AGENDA ITEMS DISCUSSION:

The council discussed the following items to be addressed at a future meeting: Theisen's Home Farm Auto request for Tax Increment Financing Rebate, public hearing on Development Agreement and Amendment to Urban Renewal Plan for Area No 3 scheduled for June 8; Fisher Controls International, LLC, request to vacate and acquire public property; DT Retail Properties, LLC, request to vacate and acquire public property; Renewal of the Cable TV 28E Agreement, for five years; Renewal of the Convention & Visitor's Bureau agreement for one year; Hookah bar / tobacco permit and carry in bottle establishment; Remove two overhead street lights on North 13th Street; Award Contract 2015 Columbus Dr & Crestview Dr Project 76015002; Accept Bid 2015 Microsurfacing Project 76015003, bid opening May 14, 2015; Accept bid 2015 Oil Mix Streets Overlay Project 76015005 Bid date May 19, 2015; Plans and Specs 2015 Mill & Overlay Project 76015004; Order Construction 2015 Concrete Repair Project 76015006; Menards RISE Grant Agreement; Plans & Specs WPCP Concrete Repair Phase II Project 52013017; Amendment 1 Engineering Services Agreement-FOX Engineering, 2014 Sanitary Sewer Rehab 59014007 in the amount of \$202,840.00; March Financials.

ADJOURNMENT

The meeting adjourned at 7:21 PM.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

James L. Lowrance, Mayor

Shari L. Coughenour, CMC, City Clerk

STATE OF IOWA
ABSTRACT OF VOTES

Marshall County, Iowa

We, the undersigned Members of the Board of Supervisors and ex-officio County Board of Canvassers for this County, do hereby certify the following to be a true and correct abstract of the votes cast in this County at the Special Marshalltown City Election held on the 5th day of May, 2015, as shown by the tally lists returned from the several election precincts.

For the public measure

Public Measure A

"Shall the City of Marshalltown, in Marshall County, Iowa enter into a loan agreement in an amount not exceeding the amount of \$13,750,000 for the purpose of financing the construction, furnishing and equipping of a police station and acquiring real estate for the project?"

Marshall

For the question, there were: One thousand one hundred sixty-six (1166) votes

Against the question, there were: Two thousand one hundred forty (2140) votes

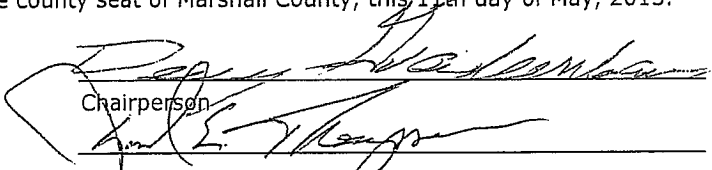
TOTAL Three thousand three hundred six (3306) votes

We therefore declare the public measure "'Shall the City of Marshalltown, in Marshall County, Iowa enter into a loan agreement in an amount not exceeding the amount of \$13,750,000 for the purpose of financing the construction, furnishing and equipping of a police station and acquiring real estate for the project?'" not to be adopted.

GRAND TOTAL Three thousand three hundred six (3306) votes

IN TESTIMONY WHEREOF, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors.

Done at Marshalltown the county seat of Marshall County, this 11th day of May, 2015.


Chairperson

(Seal)


Bill Patton

Members of the Board
of Supervisors and
ex-officio County
Board of Canvassers

Attest:


County Auditor and Clerk of the Board of Supervisors



BUILDING REPORT FOR THE MONTH OF APRIL 2015



PERMIT NUMBER	OWNER OF IMPROVEMENT	LOCATION OF IMPROVEMENT	TYPE OF IMPROVEMENT	NEW DWELLING	ALTER DWELLING	MINOR BUILDING	MISC. IMPROVEMENT	FEE
24012	Kurt Jensen	2607 Leland Court	New Dwelling/Garage	\$271,000				\$2,020
24013	Superior Rentals	106 North 4th Street	Demolish Dwelling					\$25
24014	Joel Greer	110 West Church St.	Demolish Dwelling					\$25
24015	Wtown Community School District	203 North 5th Street	Demolish Dwelling					\$25
24016	Linda Nelson	310 Sharon Avenue	New Shed					\$25
24017	Miguel Nava	708 1/2 E. Main Street	Demolish Garage			\$3,000		\$83
24018	Miguel Nava	708 1/2 E. Main Street	New Garage					\$25
24019	Louis Morley IV	1002 South Center St.	Alter Dwelling		\$7,000	\$12,000		\$209
24020	Abbas Properties	1116 E. Nevada Street	Alter Building				\$25,000	\$139
24021	Steve Davis	2004 Summit Street	New Shed					\$392
24022	James Wilkening	202 Palmer Street	Alter Dwelling		\$2,000	\$5,000		\$111
24023	Bill Benda	1618 South 12th St.	Demolish Garage					\$69
24024	Bill Benda	1618 South 12th St.	New Garage			\$16,000		\$25
24025	Simply Homes LLC	2225/2227 Edgebrook D	New Two Unit Dwelling	\$311,000				\$265
24026	David Rasmussen	1212 West State Street	Demolish Garage					\$2,260
24027	David Rasmussen	1212 West State Street	New Garage			\$19,000		\$25
24028	Jim Carlson	2001 South 18th Ave.	New Building				\$1,300,000	\$307
24029	Michelle McCord	207 North 2nd Street	New Garage			\$15,000		\$6,934
24030	Michelle McCord	207 North 2nd Street	Demolish Garage					\$251
24031	Larry Kester	704 Joan Terrace	New Dwelling/Garage	\$246,000				\$25
24032	MCSO	8 North 7th Avenue	Alter Building					\$1,870
24033	Marshalltown Company	104 South 8th Avenue	Alter Building				\$728,000	\$4,374
24034	Kelsey Ambler	209 North 13th Street	Alter Building				\$551,000	\$3,489
24035	Jen Rayburn	207 E. Church Street	Alter Building				\$5,000	\$111
24036	Cody Moore	608 West Madison St.	New Building				\$150,000	\$1,294
TOTALS:				\$828,000	\$9,000	\$70,000	\$2,764,000	\$24,464
TOTAL IMPROVEMENT AMOUNT:				\$3,671,000				
# OF PERMITS:				4	3	2	6	7
Units				Permits	Permits	Permits	Permits	Demo Permits

Scott A. Riemenschneider
 Scott A. Riemenschneider, Chief Building Official

Building Division Improvement Value & Fee Summary - April 2015

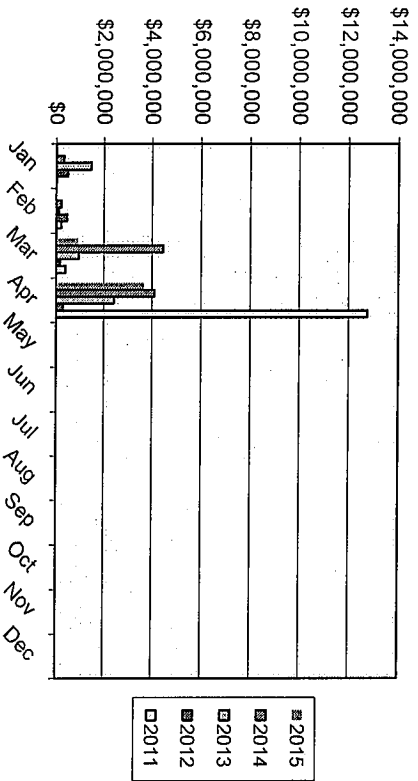
Total Improvement Value Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2015	\$0	\$57,000	\$941,000	\$3,671,000									\$4,669,000
2014	\$311,000	\$206,000	\$4,457,000	\$4,101,000									\$9,075,000
2013	\$1,470,000	\$101,000	\$953,000	\$2,413,000									\$4,937,000
2012	\$489,000	\$449,000	\$178,000	\$292,000									\$1,408,000
2011	\$30,000	\$211,000	\$382,000	\$12,768,000									\$13,391,000

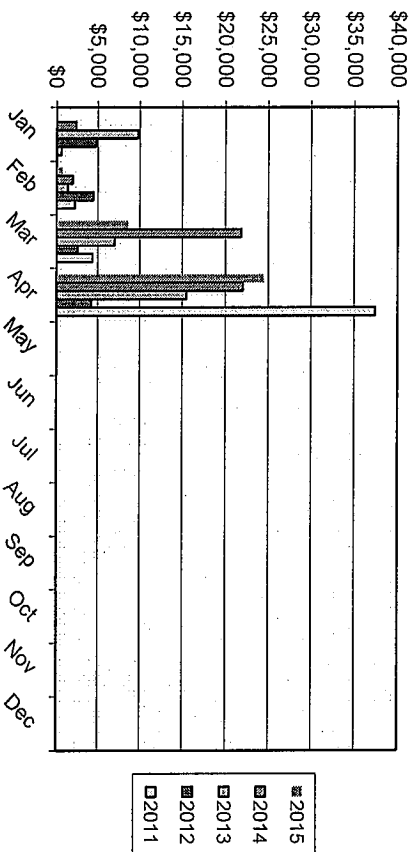
Total Fees Received Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2015	\$0	\$762	\$8,610	\$24,464									\$33,836
2014	\$2,414	\$1,980	\$21,811	\$22,054									\$48,259
2013	\$9,824	\$1,416	\$7,030	\$15,486									\$33,756
2012	\$4,789	\$4,470	\$2,640	\$4,259									\$16,158
2011	\$593	\$2,266	\$4,377	\$37,412									\$44,648

Total Improvement Value Comparison



Total Fees Received Comparison





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

To: Mayor James L. Lowrance
City Council members
Robert Schubert
Al Hoop
Bethany Wirin
Leon Lamer
Bill Martin
Joel Greer
Mike Gowdy

From: David Daters
Facility Superintendent

Subject: Removal of two overhead street lights on North 13th St.

Due to the installation of the new decorative street lights from Main St. north to West Fremont St. we want to remove the two existing overhead street lights.

These are not needed now with the addition of the new decorative street lights.

Please approve the removal of these two lights. Removal of such will save \$ 10.00 each month in energy costs.

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

Marshalltown



2012

ALLIANT ENERGY

STREET LIGHTING RESOLUTION

2015-074

The following Resolution was adopted by the City Council of the City of Marshalltown at a meeting held on May 26, 2015.

Be it resolved by the City Council of the City of Marshalltown, that Alliant Energy Inc. is hereby directed to make the following changes to the existing system, at the locations described below (or shown on an attached map made as part of this Resolution) according to the terms expressed in the existing street light contract:

NEW INSTALLATION OR CHANGES IN EXISTING SYSTEM					
ADD NUMBER	DELETE NUMBER	WATTAGE	STYLE OF LUMINAIRE	TYPE AND HEIGHT OF POLE	WIRING (CHECK ONE)
1.	2	80	LED	30 ft. tall wood pole	☒ OH ☐ UG
2.					☐ OH ☐ UG
3.					☐ OH ☐ UG

LOCATION OF NEW INSTALLATION OR CHANGES	
1. Remove the overhead style street lights. One on the south east corner of 13 th St. and West State street. The next one south on the alley on 13 th St. between Main St. and State St. on the east side of the street. Poles may or may not be removed due to wiring on these poles providing power to street light on State St.	
2.	
3	

Mayor James L Lowrance

Declared said Resolution duly passed and adopted the Twenty Sixth of May, 2015

Attest Shari Coughenour

Title City Clerk City of Marshalltown

RESOLUTION NO. 2015-075

Setting date for public hearing on 2015 amendment to urban renewal plan for Marshalltown Urban Renewal Area No. 3

WHEREAS, the City Council of the City of Marshalltown, Iowa (the "City") has created the Marshalltown Urban Renewal Area No. 3 (the "Urban Renewal Area") and has approved an urban renewal plan for the Urban Renewal Area; and

WHEREAS, Chapter 403 of the Code of Iowa requires that, before a city approves any new urban renewal project in an urban renewal area, a city must amend the existing urban renewal plan to describe that new project; and

WHEREAS, an amendment to the urban renewal plan for the Urban Renewal Area has been prepared which describes a proposed economic development agreement between the City and Theisen's Inc. in connection with the expansion of a commercial facility located in the Urban Renewal Area by Theisen's Inc., pursuant to which the City would rebate 50% of the incremental property taxes to be paid by Theisen's Inc. for a period of six years, in an amount not to exceed \$140,000, and it is now necessary that a date be set for a public hearing on that plan amendment;

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

Section 1. This City Council will meet at the Council Chambers, Marshalltown, Iowa, on the 8th day of June, 2015, at 5:30 o'clock p.m., at which time and place it will hold a public hearing on the proposed urban renewal plan amendment for the Urban Renewal Area.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the form attached hereto, which publication shall be made in a legal newspaper of general circulation in Marshalltown, which publication shall be not less than four (4) nor more than twenty (20) days before the date set for hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City Administrator is hereby designated as the City's representative in connection with the consultation process which is required under that section of the urban renewal law.

Passed and approved the 11th day of May, 2015.

Mayor

Attest:

City Clerk

CITY OF MARSHALLTOWN, IOWA
MARSHALLTOWN URBAN RENEWAL AREA NO. 3

2015 AMENDMENT
URBAN RENEWAL PLAN

June, 2015

The Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 3 (the "Urban Renewal Area") is hereby amended in accordance with the provisions of Chapter 403 of the Code of Iowa, to give information about a new urban renewal project that is proposed to be undertaken in the Urban Renewal Area.

The project involves the use of incremental property tax revenues to make economic development payments to Theisen's Inc., in an amount not to exceed \$140,000, in connection with the expansion of a commercial facility by Theisen's, Inc., located in the Urban Renewal Area. Payments will be made for six years, in an amount equal to 50% of the incremental property tax payments that are attributable to the expanded facility.

The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Outstanding general obligation debt of the City	\$28,373,841
Constitutional debt limit of the City:	\$64,477,969
Proposed debt to be incurred in Urban Renewal Area:	\$140,000

RESOLUTION NO. 2015-076

Setting date for public hearing on a Development Agreement with Theisen's Inc., including economic development payments in an amount not to exceed \$140,000

WHEREAS, the City of Marshalltown, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 3 (the "Urban Renewal Area"); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa, which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City proposes to enter into an agreement (the "Development Agreement") with Theisen's Inc. (the "Developer") in connection with the expansion of a commercial facility located in the Urban Renewal Area (the "Project"); and

WHEREAS, the Development Agreement would provide incentives to the Developer in the form of economic development payments for a period of six years, in a total amount not to exceed \$140,000, under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Marshalltown, Iowa, as follows:

Section 1. This Council shall meet on the 8th day of June, 2015, at 5:30 o'clock p.m., at the Council Chambers, in the City, at which time and place a public hearing will be held on the Development Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed hearing, the time when and place where the meeting will be held, by publication at least once not less than four days and not more than twenty days before the meeting in a legal newspaper of general circulation in the City. The notice shall be in substantially the following form:



THEISEN'S INC.
6201 CHAVENELLE ROAD
DUBUQUE, IA 52002-9692
563/556-4738 563/556-7959 FAX

April 6, 2015

Honorable James Lowrance & Marshalltown City Council
Marshalltown City Hall
24 N. Center Street
Marshalltown, IA 50158

Dear Mayor Lowrance & City Council:

We are happy to announce that our 50,000 sq. ft. store in Marshalltown that opened in March, 2001 will be expanded to 87,500 sq. ft. later this year. The expansion is necessary because of consumer demand, and our need to better display new items that we already stock in other Theisen stores.

The newly expanded store will be a carbon copy of our Theisen's store in Ames. The expansion will also help prevent leakage to other retail establishments not in the Marshalltown area.

We ask that you consider granting us TIF financing for six years at 50% of the new assessed value, as our expansion will cost \$1.7 million in physical plant plus another \$1.2 million to be invested in inventory, furniture, fixtures, and supplies. Finally, we anticipate employing another eight to ten associates after construction is complete.

Please let us know your thoughts on our request above.

Sincerely,

A handwritten signature in cursive script, reading "Leo A. Theisen".

Leo A. Theisen,
President

NOTICE OF HEARING ON DEVELOPMENT AGREEMENT WITH THEISEN'S INC.

The City Council of the City of Marshalltown, Iowa, will meet at the Council Chambers, in the City, on the 8th day of June, 2015, at 5:30 o'clock p.m., at which time and place a public hearing will be held on a Development Agreement between the City and Theisen's Inc. in connection with the expansion of a commercial facility, which provides for certain incentives in the form of economic development payments in a total amount not exceeding \$140,000, as authorized by Section 403.9 of the Code of Iowa.

The Agreement to make economic development payments will not be a general obligation of the City, but will be payable solely and only from incremental property tax revenues generated from property owned by Theisen's Inc., located within the Marshalltown Urban Renewal Area No. 3.

At the meeting, the Council will receive oral or written comments from any resident or property owner of the City. Thereafter, the Council may, at the meeting or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal.

This notice is given by order of the City Council of Marshalltown, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Shari Coughenour
City Clerk

NOTICE OF HEARING ON 2015 AMENDMENT TO URBAN RENEWAL PLAN FOR MARSHALLTOWN URBAN RENEWAL AREA NO. 3

Notice Is Hereby Given: That at 5:30 o'clock p.m., at the Council Chambers, Marshalltown, Iowa, on the 8th day of June, 2015, the City Council of the City of Marshalltown, Iowa, will hold a public hearing on the question of amending the urban renewal plan for the Marshalltown Urban Renewal Area No. 3 to include a new urban renewal project related to a proposed economic development agreement between the City and Theisen's Inc. in connection with the expansion of a commercial facility in the Urban Renewal Area by Theisen Inc., pursuant to which the City would rebate 50% of the incremental property taxes to be paid by Theisen's Inc. for a period of six years, in a maximum amount not to exceed \$140,000.

A copy of the amendment is on file for public inspection in the office of the City Clerk.

At the hearing any interested person may file written objections or comments and may be heard with respect to the subject matter of the hearing.

Shari Coughenour
City Clerk



Fisher Controls International LLC
301 South First Ave.
P.O. Box 190
Marshalltown, Iowa 50158-0190
USA
T (641) 754-3011
F (641) 754-2830

May 5, 2015

James L. Lowrance, Mayor
City Of Marshalltown
24 N. Center St.
Marshalltown, IA 50158

Dear Mayor Lowrance:

Over the past decade, Fisher Controls Int. LLC has undertaken multiple building improvements and expansion projects in the central Marshalltown business district. As part of this endeavor the company has acquired additional adjacent surrounding properties to provide space for expansion and to stimulate property investment by other businesses in the area.

As part of this long term facility growth planning process, Fisher would respectfully request the vacation of East Boone Street between South 1st Avenue and South 2nd Avenue and East Nevada Street between Center St. and South 1st Avenue for the purchase amount of \$1.00 plus \$250.00 to cover administrative fees.

Fisher currently owns all the adjacent property abutting these street sections.

Sincerely,

A handwritten signature in black ink that reads "Mike Mason".

Mike Mason
President, Fisher North America



**TENTATIVE RESOLUTION PROVIDING FOR THE VACATION, CONVEYANCE,
AND TRANSFER OF THE STREETS HEREIN DESCRIBED FROM THE CITY OF
MARSHALLTOWN, IOWA TO FISHER CONTROLS INTERNATIONAL, LLC**

WHEREAS, the Council of the City of Marshalltown, Iowa, proposes to vacate, transfer, and convey subject to existing easements of record for utility purposes the streets described as follows:

That part of East Boone Street located between the East right of way line of South 1st Avenue and the West right of way line of South 2nd Avenue in Anson's First Addition to Marshall, Marshall County, Iowa,

and

That part of East Nevada Street located between the East right of way line of South Center Street and the West line of Parcel "J" as described in Plat of Survey recorded at File #2008-00007098, of the records of Marshall County, Iowa, all in Anson's First Addition to Marshall, Marshall County, Iowa,

and

All rights of public user for pedestrian and vehicular passage through, over and across the South 22 feet of the North 44 feet over Parcel "J" which were previously retained by the City of Marshalltown, Iowa, in the Quit Claim Deed recorded at file #2009-00001609 of the records of Marshall County, Iowa.

; and

WHEREAS, the consideration for the vacation, transfer, and conveyance of the streets above described to Fisher Controls International, LLC, as set forth above, is the full sum of One and no/100 (1.00) Dollar, the payment of all costs of recording, publication of notices, and all administrative expense in connection with same, by Fisher Controls International, LLC; and

WHEREAS, this property to be vacated is not required for any public purposes and the rights of private persons will not be adversely affected.

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

Section 1. The City of Marshalltown, Iowa, by this Tentative Resolution proposes to vacate, transfer, and convey title by Quit Claim Deed to the following described streets to Fisher Controls International, LLC, to wit:

That part of East Boone Street located between the East right of way line of South 1st Avenue and the West right of way line of South 2nd Avenue in Anson's First Addition to Marshall, Marshall County, Iowa,

and

That part of East Nevada Street located between the East right of way line of South Center Street and the West line of Parcel "J" as described in Plat of Survey recorded at File #2008-00007098, of the records of Marshall County, Iowa, all in Anson's First Addition to Marshall, Marshall County, Iowa,

and

All rights of public user for pedestrian and vehicular passage through, over and across the South 22 feet of the North 44 feet over Parcel "J" which were previously retained by the City of Marshalltown, Iowa, in the Quit Claim Deed recorded at file #2009-00001609 of the records of Marshall County, Iowa,

All subject to existing easements of record for utility purposes.

Section 2. The Council will meet at 5:30 P.M. in the council chambers in the City Hall, Marshalltown, Iowa, on the 8 day of June, 2015, and will hold a public hearing to consider any and all comments filed with the City Clerk or made in open council to the proposal for vacation of the streets as herein described and to take final action thereon.

Section 3. The City Clerk shall cause to be published notice of said hearing required by law, by publication once in the Marshalltown Times Republican, a newspaper having general circulation in the City of Marshalltown, Iowa. The publication shall not be less than four (4) days nor more than twenty (20) days prior to the date therein fixed for public hearing.

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

CITY OF MARSHALLTOWN

by _____
James L. Lowrance, Mayor

ATTEST:

by _____
Shari Coughenour, City Clerk



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

DEPARTMENT OF PUBLIC WORKS

May 8, 2015

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

From: Justin Nickel
Director of Public Works

Re: Request to vacate utility easement and establish new utility easement vicinity of Center Street and East Southridge Road

Policy Issue: Vacation of City property requires Governing Body approval.

Recommendation: Staff recommends approval of vacation of existing utility easement and establishing new utility easement with the stipulation that the requestor be responsible for cost associated with preparing appropriate documents, staff time, city attorney fees and surveying costs.

Background: Dollar Tree has a contract to purchase the property at 2306 S Center Street. To construct a new building the existing utility easement across the property needs to be vacated, a new utility easement established and utilities relocated into the new easement.

Budget Impact: None

Attachment: Tentative Resolution providing for vacation

cc: Randy Wetmore, City Administrator

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



2015-078

TENTATIVE RESOLUTION PROVIDING FOR THE VACATION, CONVEYANCE, AND TRANSFER
OF TITLE OF UTILITY EASEMENT TO THE PROPERTY HEREIN DESCRIBED FROM THE CITY
OF MARSHALLTOWN, IOWA TO DT RETAIL PROPERTIES, LLC.

WHEREAS, the Council of the City of Marshalltown, Iowa, proposes to vacate, transfer, and convey the
Easement Vacation Area described as follows:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1 OF SOUTHRIDGE
ADDITION TO MARSHALL, MARSHALL COUNTY, IOWA, AS SHOWN IN BOOK 6,
PAGE 189 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA; THENCE,
S89°57'06"E 165.50' ALONG THE NORTH LINE OF SAID LOT 1; THENCE, S0°37'41"E
5.00'; THENCE, N89°57'06"W 165.64' TO THE WEST LINE OF SAID LOT 1; THENCE,
N0°55'58"E 5.00' ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

EASEMENT VACATION AREA CONTAINS 0.02 ACRES OR 827 SQUARE FEET.

WHEREAS, the consideration for the vacation, transfer, and conveyance of the easement above described
to DT RETAIL PROPERTIES, LLC, (hereinafter referred to as "transferee"), as set forth in Section 1, is
the full sum of One and no/100 (1.00) Dollar, the payment of all costs of recording, publication of notices,
and all administrative expense in connection with same, and receiving conveyance by Quit Claim Deed
from DT RETAIL PROPERTIES, LLC to the City of Marshalltown of a New Utility Easement described
as follows:

10.00' WIDE UTILITY EASEMENT LOCATED IN PARCEL "A" IN THE
NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 11, TOWNSHIP 83
NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA.
MORE PARTICULARLY DESCRIBED AS FOLLOW: BEGINNING AT THE
NORTHWEST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED AS
PARCEL "A" AND RECORDED IN FILE NO. 2003-00006158 IN THE OFFICE OF
THE RECORDER, MARSHALL COUNTY, IOWA; THENCE, S89°57'06"E 168.37'
ALONG THE NORTH LINE OF SAID PARCEL "A" TO THE NORTHEAST CORNER
OF SAID PARCEL "A"; THENCE, S0°37'41"E 60.00' ALONG THE EAST LINE OF
SAID PARCEL "A" TO THE SOUTHEAST CORNER OF SAID PARCEL "A";
THENCE, N89°57'06"W 10.00' ALONG THE SOUTH LINE OF SAID PARCEL "A";
THENCE, N0°37'41"W 50.00'; THENCE, N89°57'06"W 158.64' TO THE WEST
LINE OF SAID PARCEL "A"; THENCE, N0°55'58"E 10.00' ALONG SAID WEST
LINE TO THE POINT OF BEGINNING.

WHEREAS, this property to be vacated is not required for any public purposes and the rights of
private persons will not be adversely affected.

WHEREAS, the City of Marshalltown hereby proposes the vacation, transfer, and conveyance of
the property, to be vacated. That part of the consideration is the transfer of a 10.00' wide New
Utility Easement to the City of Marshalltown, Iowa, as set forth above.

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

Section 1. The City of Marshalltown, Iowa, by this Tentative Resolution proposes to vacate,
transfer, and convey title by Termination of Utility Easement and Quit Claim Deed to the
following described Easement Vacation Area to DT RETAIL PROPERTIES, LLC upon (i) the

acquisition by DT RETAIL PROPERTIES, LLC of the property located at 2306 S Center Street in Marshalltown, Iowa from SEAFOOD PROPERTY NO. 5, LLC, and (ii) conveyance of a New Utility Easement to the City of Marshalltown as provided in Section 2 hereof:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1 OF SOUTHRIDGE ADDITION TO MARSHALL, MARSHALL COUNTY, IOWA, AS SHOWN IN BOOK 6, PAGE 189 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA; THENCE, S89°57'06"E 165.50' ALONG THE NORTH LINE OF SAID LOT 1; THENCE, SO°37'41"E 5.00'; THENCE, N89°57'06"W 165.64' TO THE WEST LINE OF SAID LOT 1; THENCE, N0°55'58"E 5.00' ALONG SAID WEST LINE TO THE POINT OF BEGINNING. EASEMENT VACATION AREA CONTAINS 0.02 ACRES OR 827 SQUARE FEET.

Section 2. That part of the consideration of this vacation of Utility Easement is the transfer of a 10.00' wide New Utility Easement described as follows to the City of Marshalltown, Iowa, by DT Retail Properties, LLC by Quit Claim Deed:

10.00' WIDE UTILITY EASEMENT LOCATED IN PARCEL "A" IN THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 11, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOW: BEGINNING AT THE NORTHWEST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "A" AND RECORDED IN FILE NO. 2003-00006158 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA; THENCE, S89°57'06"E 168.37' ALONG THE NORTH LINE OF SAID PARCEL "A" TO THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE, SO°37'41"E 60.00' ALONG THE EAST LINE OF SAID PARCEL "A" TO THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE, N89°57'06"W 10.00' ALONG THE SOUTH LINE OF SAID PARCEL "A"; THENCE, N0°37'41"W 50.00'; THENCE, N89°57'06"W 158.64' TO THE WEST LINE OF SAID PARCEL "A"; THENCE, N0°55'58"E 10.00' ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

Section 3. The council will meet at 5:30 PM in the council chambers in the City Hall, Marshalltown, Iowa, on the ____ day of _____, 2015, and will hold a public hearing to consider any and all comments filed with the City Clerk or made in open council to the proposal for vacation of the Utility Easement as herein contained and to take final action thereon.

Section 4. The City Clerk shall cause to be published notice of said hearing required by law, by publication once in the Marshalltown Times Republican, a newspaper having general circulation in the City of Marshalltown, Iowa. The publication shall not be less than four (4) days nor more than twenty (20) days prior to the date herein fixed for public hearing.

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

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

2015-079

RESOLUTION APPROVING A CONTRACT SERVICES FOR OPERATION AND
MAINTENANCE OF GOVERNMENT AND CABLE TV AND OTHER PUBLIC
ACCESS SERVICES BETWEEN
THE CITY OF MARSHALLTOWN, IOWA, AND
IOWA VALLEY COMMUNITY COLLEGE (IVCCD)
CREATED PURSUANT TO CHAPTER 28E.12 OF THE IOWA CODE

WHEREAS the City of Marshalltown, Iowa, has negotiated a Contract for Services, for Operation and Maintenance of Government and Cable TV and other Public Access Services, pursuant to Chapter 28E of the Iowa Code, with the Iowa Valley Community College (IVCCD); 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 CITY COUNCIL OF MARSHALLTOWN, IOWA:

Section 1. That the attached Contract for Services with the Iowa Valley Community College (IVCCD) is hereby approved in all respects and particulars.

Section 2. The Contract for Services shall continue through June 30, 2020, 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 hereby 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 8th day of June, 2015, and signed this ___ day of June, 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

**THE CITY OF MARSHALLTOWN, IOWA AND
IOWA VALLEY COMMUNITY COLLEGE DISTRICT
FOR OPERATION AND MAINTENANCE OF
GOVERNMENT/EDUCATION CABLE TV**

THIS AGREEMENT made and entered into as of the ____ day of _____, 2015,
by and between the CITY OF MARSHALLTOWN, IOWA, and IOWA VALLEY
COMMUNITY COLLEGE DISTRICT, hereinafter referred to respectively as "the City" and
"IVCCD", and referred to jointly as "the Participants",

WITNESSETH:

WHEREAS, the City has a franchise agreement with Mediacom pursuant to which
Mediacom is to provide cable television programming, telecasting and other public access
services to the community (hereinafter referred to as "Cable TV"); and

WHEREAS, representatives of the City and IVCCD have entered into a formal
arrangement and structure to provide public and governmental information and educational
programming to this area through Cable TV; and

WHEREAS, the Participants established the Cable TV Advisory Board (CAB) for the
purpose of overseeing policy and procedure development, training, documentation and general
compliance considerations for the operation of the Cable TV; and

WHEREAS, the City and IVCCD desire to jointly support the Cable TV operations and
oversight; and

WHEREAS, the Participants are authorized under the contract and under Section 28E.12 of
the Code of Iowa to enter into an agreement to jointly exercise their powers, privileges and
authority and the Participants have elected to do so in accordance with the terms and conditions
of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein
contained, the Participants agree to the joint and mutual operation of the Cable TV in accordance
with the following:

GOVERNANCE

A. Personnel

1. Job descriptions for Cable TV Station Manager and for the Cable TV Assistant are attached hereto as Attachment A
2. IVCCD agrees to act as the employer of record and as such to assume full responsibility for the employees under worker's compensation, unemployment compensation and other mandatory employee benefit programs. The CAB will provide input to IVCCD on employment decisions.
3. IVCCD personnel policies concerning travel, per diem, health and fringe benefits will be utilized.
4. The CAB will have the opportunity to participate in interviewing, hiring, performance evaluations, job assignments and changes and other personnel review and oversight activities.
5. The employees shall carry out the activities of Cable TV under the general direction of the CAB.
6. The Assistant is provided general supervision by CAB and receives day-to-day supervision from the Station Manager. The Station Manager and Assistant will work with the City Administrator to manage the Cable TV operations under the authority of IVCCD.

B. Meetings and Resolutions of Activities.

1. Under the Agreement between IVCCD and the City dated July 14, 1998, there was to be a committee created (CAB) for the purpose of overseeing the Cable TV operations.
2. The current name of such group is the Cable TV Advisory Board (CAB) and will be composed of eight members. Four members shall be appointed by the Mayor of the City of Marshalltown and four members shall be appointed by the Chancellor of IVCCD. Following appointment, all members shall be confirmed by the City Council of Marshalltown.
3. The Station Manager of the Cable TV and the City Administrator are designated as staff liaisons to the CAB for the purpose of assisting in setting up meetings, keeping minutes and performing other functions as requested.
4. The CAB will be responsible for making recommendations to the City and IVCCD in the matters of operations, budgeting and programming. The CAB

will review and approve/disapprove special projects or requests from the public to be shown on Cable TV and will review and approve an annual budget that is to be submitted to the City for the operation of the system.

5. The CAB will meet on a regular basis. Meetings will be convened by the Station Manager and chaired by an elected chairperson. Meetings are open to the public and are so posted.

FISCAL AND HOUSING

A. Fiscal

1. IVCCD agrees to employ and pay staff.
2. The City, as fiscal agent, will budget Cable TV revenues as described in the Franchise Agreement and as recommended by the CAB.
3. The City will collect 5% franchise fees from Mediacom.
4. The City will establish an "Operations Fund" collected from franchise fees, and set aside from other revenues specifically for the purpose of operating the Cable TV. Funds will be budgeted to repair or replace equipment, for production personnel and coordination time, to develop programming, and for administrative fee for cable channel management with IVCCD.
5. Out of the franchise fees collected from Mediacom, the City will budget 20% of such fees for the operations of the Cable TV.
6. The City agrees to make payment to IVCCD upon receipt of billing statements from IVCCD for salaries, health and fringe benefits and other items approved by the CAB and provided for in the approved budget of the City.
7. Each Participant in this Agreement will maintain a list of equipment received by such Participant and provide insurance coverage for such equipment. It is recognized that each Participant may have regular employees who from time to time, may provide limited services and assistance to accomplish the objectives of the Cable TV operation. Such employees are not intended to be covered by this Agreement and each Participant shall be responsible for the pay, benefits and related costs applicable to their respective employees.

B. Housing

1. IVCCD agrees to provide office space and work area for the Station Manager and Assistant and provide support services including technician time, phone, computer, clerical, pool car, etc.

REPORTING

1. IVCCD agrees to provide quarterly financial reports to the City and CAB.

TERM OF AGREEMENT

1. This Agreement shall be for a period of five (5) years and shall commence upon the 1 day of July, 2015, and shall terminate upon the 30 day of June, 2020.

LITIGATION

1. In the event there is a determination of liability by a court of law or equity arising out of the operation of this Agreement, each Participant shall be solely responsible for the liability which is assessed as against that Participant, and no Participant shall seek any contribution and/or subrogation of such liability from any other Participant.

TERMINATION

1. This Agreement may be canceled or superseded by mutual consent of the Participants, provided that all outstanding obligations of all Participants related to or arising out of this Agreement are paid or provided for.
2. Upon the partial or complete termination of this Agreement for any reason at any time, the Participants shall each be entitled to retain exclusive ownership and control of such items of equipment and other types of personal property as they, respectively, may physically possess at the time of such partial or complete termination and as contemplated by Section A-7 under the heading "Fiscal and Housing" above.
3. All Participants understand and agree that since IVCCD is a reimbursable employer under the unemployment compensation law, any unemployment benefits paid by IVCCD as a result of a successful unemployment compensation claim shall be reimbursed to IVCCD by the City.

GOVERNING LAW

This contract shall be interpreted according to Iowa law, with venue to lie exclusively in Marshall County District Court

IMPORTANT: READ BEFORE SIGNING. 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 CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE

TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

IN WITNESS WHEREOF, the City and IVCCD have executed this Agreement the day and year first written heretofore.

COLLEGE
Iowa Valley Community College District

CITY OF MARSHALLTOWN, IOWA

Conrad Dejardin, Board President
ATTEST:

Jim Lowrance, Mayor
ATTEST:

Barbara E. Jennings, Board Secretary

Shari L. Coughenour, CMC, City Clerk

STATE OF IOWA)
) ss:
MARSHALL COUNTY)

This instrument was acknowledged before me on the ____ day of _____, 2015, by Conrad Dejardin, as Board President, and Barbara E. Jennings, as Board Secretary, of Iowa Valley Community College District.

Notary Public in and for the State of Iowa

STATE OF IOWA)
)
MARSHALL COUNTY)

This instrument was acknowledged before me on the ____ day of _____, 2015, by Jim Lowrance, as Mayor, and Shari L. Coughenour, as City Clerk, of the City of Marshalltown, Iowa.

Notary Public in and for the State of Iowa

Attachment A

Cable TV Station Manager

The Station Manager will be responsible for the daily operation of the Cable TV which includes supervising personnel, budgeting, purchasing and communicating with the Cable TV Advisory Board (CAB).

Cable TV Assistant

The Cable TV Assistant will be responsible for the production of video and TV programs, work with volunteers, promote the channel, and develop a monthly schedule. The Assistant will communicate with the city, college, and Cable TV Advisory Board (CAB), and supervise cable TV programming.



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

May 5, 2015

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

From: Justin Nickel
Director of Public Works

Re: Award Construction Contract – Con-struct Inc. for Columbus Drive and Crestview Drive Repair Project (760150002) amount of \$231,662.50.

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

Recommendation: Staff recommends awarding the construction contract to Con-struct Inc. for the Columbus and Crestview project for an amount equal to \$231,662.50. The Engineers Estimate of probable cost was \$236,814.60.

Background: Construction includes removal of failed asphalt, subgrade stabilization using geogrid fabric, installation of stone sub-base and repaving the street with asphalt five inches thick, twenty four feet wide.

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

Attachment: Agreement.

cc: Randy Wetmore, City Administrator

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



Recd

2015-080

RESOLUTION APPROVING CONTRACT AND BOND FOR CONSTRUCTION OF THE
2015 COLUMBUS DRIVE AND CRESTVIEW DRIVE REPAIR IN THE CITY OF
MARSHALLTOWN, IOWA,
BEING PROJECT NO. 76015002 IN THE AMOUNT OF \$231,662.50

WHEREAS the City of Marshalltown, Iowa, did by resolution duly adopted by the Council, accept the bid of Con-Struct Inc. of Marshalltown, Iowa, for construction of the 2015 Columbus Drive and Crestview Drive Repair Project 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 Con-Struct Inc. of Marshalltown, Iowa, 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 Con-Struct Inc. 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. 76015002, the 2015 Columbus Drive and Crestview Drive 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 26th day of May 2015, and signed this _____ day of May 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

BID TABULATION

PRJ NO. 76015002

2015 Columbus Dr. & Crestview Dr. Repair Project

Bidder: Con-Stuct Inc.,
Marshalltown, IA

Bidder: OMG Midwest Inc.,
dba Cessford Const. Co.,
LeGrand, IA

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	EXCAVATION, CLASS 13	CY	1,389	\$8.00	\$11,112.00	\$12.50	\$17,362.50	\$12.76	\$17,723.64
2	TRIAX GEOGRID FABRIC	SY	3,956.0	\$6.00	\$23,736.00	\$5.00	\$19,780.00	\$5.10	\$20,175.60
3	8" CHOKE STONE SUBBASE	SY	3,956.0	\$9.00	\$35,604.00	\$12.00	\$47,472.00	\$12.24	\$48,421.44
4	HMA; 3", 3/4" BASE MIX & 2", 1/2" SURFACE MIX and ASPHALT BINDER, PG 64-22	SY	3,956.0	\$26.50	\$104,834.00	\$33.00	\$130,548.00	\$30.78	\$121,765.68
5	MANHOLE BOXOUT	EA	5	\$1,500.00	\$7,500.00	\$1,800.00	\$9,000.00	\$1,836.73	\$9,183.65
6	CONSTRUCTION SURVEY	LS	1	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$1,020.41	\$1,020.41
7	TRAFFIC CONTROL	LS	1	\$10,000.00	\$10,000.00	\$1,500.00	\$1,500.00	\$11,811.36	\$11,811.36
8	MOBILIZATION	LS	1	\$20,000.00	\$20,000.00	\$5,000.00	\$5,000.00	\$16,364.67	\$16,364.67
Totals					\$215,286.00	\$231,662.50		\$246,466.45	
10% Contingency					\$21,528.60				
Project Total + Contingency					\$236,814.60				

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

2015 COLUMBUS DR. & CRESTVIEW DR.
REPAIR PROJECT

PROJECT NO. 76015002

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

WITNESSETH: That the Contractor for and in consideration of the sum of Two Hundred Thirty One Thousand Six Hundred Sixty Two and .50/100 (\$231,662.50) 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	EXCAVATION, CLASS 13	CY	1,389	\$12.50	\$17,362.50
2	TRIAX GEOGRID FABRIC	SY	3,956.0	\$5.00	\$19,780.00
3	8" CHOKE STONE SUBBASE	SY	3,956.0	\$12.00	\$47,472.00
4	HMA; 3", 3/4" BASE MIX & 2", 1/2" SURFACE MIX and ASPHALT BINDER, PG 64-22	SY	3,956.0	\$33.00	\$130,548.00
5	MANHOLE BOXOUT	EA	5	\$1,800	\$9,000
6	CONSTRUCTION SURVEY	LS	1	\$1,000	\$1,000
7	TRAFFIC CONTROL	LS	1	\$1,500	\$1,500
8	MOBILIZATION	LS	1	\$5,000	\$5,000
Totals					\$231,662.50

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 this contract that the above work will be completed on **August 14th, 2015** 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
\$600.00	\$300.00

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
Con-Struct Inc.
 By Matthew A. Jensen / GM
1710 E Main Street, Marshalltown IA 50158
 Business Address



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

May 5, 2015

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

From: Justin Nickel
Director of Public Works

Re: Order Construction – 2015 Concrete Repair Project

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

Recommendation: Staff recommends approving the Resolution ordering construction of the 2015 Concrete Repair Project

Background: City Staff has prepared plans for repair of concrete streets on Nicholas Drive, Dennis Drive, South 1st Avenue and New Castle, South 5th Avenue and Thunderbird Drive, South 6th Street and West Olive Street, North 4th Avenue and East Marion Street, and North 1st Avenue Alley at Tallcorn Towers.

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

Attachment: None

cc: Randy Wetmore, City Administrator

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



2015-081

RESOLUTION ORDERING CONSTRUCTION OF THE 2015 CONCRETE REPAIR PROJECT IN
THE CITY OF MARSHALLTOWN, IOWA, SETTING PUBLIC HEARING ON PROPOSED PLANS,
SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING
PUBLICATION OF NOTICE TO BIDDERS, BEING PROJECT NUMBER 76015006

WHEREAS there is now on file in the office of the City Clerk proposed plans, specifications, form of contract and estimated costs for the construction of the 2015 Concrete Repair Project No. 76015006, in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No. 76015006, and

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

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

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

Section 1. This Council does hereby order the construction of the 2015 Concrete Repair Project in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. 76015006 now on file in the office of the City Clerk of Marshalltown, Iowa.

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

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

Section 4. That the said improvements shall be paid for from such funds of the City as may be legally used for such purposes, or from the proceeds of the issuance of such bonds as may be legally issued for such purposes or from any combination of such methods of financing and will be paid in accordance with the Notice to Bidders duly published in connection therewith. The Finance Director shall establish on the books a 2015 Concrete Repair Project fund and the bond proceeds or such funds of the City as may be legally used for such purposes are hereby appropriated to pay all costs of the improvements including legal publication, bond, design, engineering, survey and inspection, contract and contingency cost as estimated by the Engineer. The Finance Director is directed to advance all sums necessary from the project fund, and to set up on the books the obligations and receivables of the fund.

Section 5. The City Clerk is hereby directed to publish notice of hearing on plans, specifications, and form of contract and estimated cost in the manner provided by law for the public improvement outlined herein and that any person interested therein may appear and make objections thereto, if any he has. This Council will meet in the Council Chamber, Second Floor, 10 West State Street at Marshalltown, Iowa, at 12:00 o'clock P.M., local time on the 26th day of May, 2015 , for the purpose of hearing all of said objections so made and for taking final action upon the plans, specifications, and form of contract now on file.

Section 6. The City Clerk is further directed to advertise for bids in the manner provided by law for the construction of said improvements, setting forth in said notice such necessary pertinent information as will advise prospective bidders thereof together with the proposed manner of payment of the work to be constructed and that such bids be filed and received in the office of the City Clerk of Marshalltown, Iowa, up to 10:00 o'clock A.M., local time, on the 28th day of May, 2015. The bids will be opened, read, and tabulated by the City Engineer or his designate at that time and will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, at 5:30 o'clock P.M., local time, on the 8th day of June, 2015, or at such later time and place as may then be fixed for considering such bids as shall be filed in connection with the improvement herein ordered and in compliance with the notice of taking bids therein, hereby ordered to be published.

Passed this 26th day of May, 2015, and signed this _____ day of _____, 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



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

DEPARTMENT OF PUBLIC WORKS

May 5, 2015

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

From: Justin Nickel
Director of Public Works

Re: RISE Grant Agreement with the Iowa Department of Transportation—
Construction of two left turn lanes on South 18th Avenue

Policy Issue: City policy requires Governing Body approval of Agreements with other governmental agencies.

Recommendation: Staff recommends approving the agreement with Iowa Department of Transportation for 50% funding of construction of two left turn lanes on South 18th Avenue.

Background: Construction includes two left turn lanes on South 18th Avenue totaling approximately 540 feet located near the new Menards manufacturing facility.

Budget Impact: This project cost will be split 50% between the RISE Grant award and 50% to be paid by the developer. The total estimated cost is \$158,175, 50% = \$79,087.50.

Attachment: Agreement.

cc: Randy Wetmore, City Administrator

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



2015-082

RESOLUTION APPROVING REVITALIZE IOWA'S SOUND ECONOMY
PROGRAM (RISE) AGREEMENT WITH THE IOWA DEPARTMENT OF
TRANSPORTATION FOR THE 18TH AVENUE IMPROVEMENTS, RELATING TO
THE DEVELOPMENT AGREEMENT WITH
MENARDS, 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 adding two left turn lanes on South 18th Avenue is now before this Council for final approval; and

WHEREAS the Council supported the application by Resolution 2015-024 on February 23, 2015; and

WHEREAS the council approved the Development Agreement with Menards, Inc., by Resolution 2015-011, on January 26, 2015; and

WHEREAS the Council finds this project agreement 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 be accepted and approved.

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

Passed this 26th day of May, 2015, and signed this ____ day of May, 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



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

DEPARTMENT OF PUBLIC WORKS

May 7, 2015

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

From: Justin Nickel
Director of Public Works

Re: Amendment No. 1 for Engineering Services – Fox Engineering for 2014 Sanitary Sewer Rehabilitation Project (59014007) Construction Administration Services

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 the ESA No. 1 with Fox Engineering in the amount of \$202,840.00.

Background: This amendment to the engineering services agreement will provide construction administration, construction observation, and record drawings.

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

Attachment: Amendment No. 1 to Engineering Services Agreement

cc: Randy Wetmore, City Administrator

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



2015-083

RESOLUTION APPROVING AGREEMENT AMENDMENT NO. 1 BY
AND BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND
FOX ENGINEERING ASSOCIATES, INC. FOR ENGINEERING SERVICES
FOR 2014 SANITARY SEWER REHABILITATION PROJECT
BEING PROJECT NO. 590140007 IN THE AMOUNT OF \$202,840.00

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed agreement amendment number 1, in the amount of \$202,840.00 dollars, by and between the City of Marshalltown, Iowa, and Fox Engineering Associates, Inc. relative to providing additional engineering services for the 2014 Sanitary Sewer Rehabilitation Project, Being Project No. 590140007.

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 agreement amendment number 1 by and between the City of Marshalltown, Iowa and Fox Engineering Associates, Inc. relative to 2014 Sanitary Sewer Rehabilitation Project, in the amount of \$202,840.00 dollars, being Project No. 59014007, is hereby 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 said City.

Passed this 26th day of May, 2015, and signed this _____ day of May, 2015.

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

This is **EXHIBIT O**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated February 9, 2015.

AMENDMENT NO. 1 TO OWNER-ENGINEER AGREEMENT

1. Background Data:

- a. Effective Date of Owner-Engineer Agreement: February 9, 2015
- b. Owner: City of Marshalltown, Iowa
- c. Engineer: FOX Engineering Associates, Inc.
- d. Project: 2014 Sanitary Sewer Rehabilitation Project - Number 59014007

2. Nature of Amendment *[Check those that are applicable and delete those that are inapplicable.]*

- X Additional Services to be performed by Engineer
- X Modifications to Services of Engineer
- Modifications to Responsibilities of Owner
- X Modifications to Payment to Engineer
- X Modifications to Time(s) for rendering Services
- Modifications to other terms and conditions of the Agreement

3. Description of Modifications

Attachment 1, "Modifications"
Scope of Services - 2014 Sanitary Sewer Rehabilitation Project

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is May 25, 2015.

OWNER:

ENGINEER:

City of Marshalltown, Iowa

FOX Engineering Associates, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

This is **Attachment O**, consisting of 2 pages, to
Amendment No.1, dated May 25, 2015.

Modifications

1. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as outlined in detail in the 2014 Sanitary Sewer Rehabilitation Scope of Services dated February 9, 2015, attached to this exhibit. The amended contract includes construction services as included in the Scope of Services attached to this exhibit. This Exhibit O amendment includes the following:
 - a. Construction Administration
 - b. Construction Observation
 - c. Record Drawings
2. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
 - a. Construction Administration - \$44,340 - Fixed Fee
 - b. Construction Observation - \$152,000 - Hourly Estimated
 - c. Record Drawings - \$6,500 - Hourly Estimated
3. The schedule for the additional services provided for this project is as follows:
 - a. Construction Administration - As determined by Construction Schedule
 - b. Construction Observation - As determined by Construction Schedule
 - c. Record Drawings - As determined by Construction Schedule. Within 6 months of the project's final completion.

Memo

To: Mayor and City Council
From: Randy A. Wetmore, City Administrator *RAW*
Re: Agreement with the Convention and Visitor Bureau
Date: May 11, 2015

The attached agreement is for one year beginning July 1, 2015 and running through June 30 2016.

The proposed agreement has a different split of the revenue generated by the hotel/motel tax. The agreement for the past two year had a percentage breakdown of 71% to the CVB and 29% to the City on the first \$219,000. Revenues above \$219,000 will be split with 65% to the CVB and 35% to the City.

The new agreement has a straight formula of 67% to the CVB and 33% to the City. In reviewing the revenue for the past several years this change could mean an additional \$5,000 to \$10,000 to the City. This is a source of revenue that has its ups and downs depending on the economy.

I have had conversations with Shannon Espenscheid about the agreement and she is in ok with the one year agreement and the split of revenue. I would recommend the Council enter into a one year agreement with the CVB.

2015-084

RESOLUTION APPROVING 28E AGREEMENT WITH THE
MARSHALLTOWN AREA CHAMBER OF COMMERCE FOR THE
PURPOSES OF OPERATING A VISITORS BUREAU AND CONVENTION
CENTER

WHEREAS, the City of Marshalltown, Iowa entered into an agreement with the Marshalltown Area Chamber of Commerce (Chamber) concerning the creation and operation of the Convention and Visitor's Bureau, which was approved by the Council of the City of Marshalltown, effective July 1, 1999; and

WHEREAS, the agreement was renewed for the following effective dates:

<u>Resolution No.</u>	<u>Date Approved</u>	<u>Date Beginning</u>	<u>Date Ending</u>
2011-070	May 9, 2011	06/1/2011	05/31/2013
2013-103	June 24, 2013	06/1/2013	05/31/2015

and

WHEREAS, the City of Marshalltown, Iowa and the Chamber wish to approve another agreement, the effective dates being June 1, 2015 through May 31, 2016, renewable or terminated pursuant to contract terms.

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

1. Attached hereto is agreement between the City and the Chamber, which is hereby approved by the Council of the City of Marshalltown, Iowa.
2. The Mayor is hereby authorized to execute any and all documents required concerning this matter.
3. This Resolution shall be in full force and effect on June 1, 2015.

Passed this 8th day of June, 2015, and signed this ___ day of June, 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

28E AGREEMENT

This agreement entered into this first day of June, 2015, by and between the City of Marshalltown, Iowa, a Municipal Corporation (CITY) and the Marshalltown Area Chamber of Commerce (CHAMBER.)

WHEREAS the CITY desires to enter into a contract with the CHAMBER to operate a Convention and Visitors Bureau (BUREAU) to provide services to effectively promote and develop the visitor and convention business and for economic development for the Marshalltown area; and

WHEREAS the CITY has proposed to provide the revenue generated from the hotel/motel tax according to the schedule as detailed below, to carry out on behalf of the CITY such visitor, conference and convention development.

WHEREAS a new distribution formula has been negotiated based on \$219,000 (a five year average of the funds that the CHAMBER has received for operations) and it is in the best interest of the CITY to provide a revenue base from which to budget and plan for the upcoming year; and

WHEREAS for the year ending May 31, 2016, parties have agreed to continue funding; and

WHEREAS prior to renewal and prior to expiration of this agreement on May 31, 2015, a review shall occur to determine if the AGREEMENT is working as anticipated.

NOW, THEREFORE, BE IT RESOLVED that the parties agree to the following:

1. **Operation of Bureau**

The CHAMBER will operate the BUREAU as a non-profit entity under the auspices of the CHAMBER. All legal and corporate liability shall be vested within this entity.

2. **Organization**

a. **Board of Directors:** The membership of the Board of Directors shall consist of nine members, two members appointed solely by the City Council of Marshalltown, two members appointed solely by the Executive Board of the Chamber of Commerce, one member from the general public and four from the hospitality industry, jointly appointed by the City Council of Marshalltown and the Executive Board of the Marshalltown Area Chamber of Commerce.

b. **Staff and Management:** The staff and management will be the responsibility of the Chamber of Commerce Chief Executive Officer who will assume full responsibility for the employment, discharge and management of the BUREAU. Hiring of the Director of the BUREAU will be subject to joint approval of the CHAMBER and BUREAU Boards.

c. **Purpose of BUREAU Board of Directors:** The Board of Directors shall provide policy direction for all activities of the BUREAU, review fiscal status, serve as the liaison to the Marshalltown City Council, the Chamber of Commerce Board and other community interest groups and generally function in all matters the Board feels appropriate.

d. **Meetings:** The Board of Directors shall meet at least monthly at a date and time regularly established. All meetings shall be governed by Roberts Rules of Order and subject to the open meetings law. Special meetings may be called by the BUREAU director, or the BUREAU board.

e. **Terms of Board Members:** Board members shall be appointed for three year staggered terms. Should any board member resign or not fulfill the commitment according to the requirements outlined in the BUREAU bylaws a replacement shall be selected to fill the unexpired term of the departed Board member, said replacement to be from the same group as the person creating the vacancy.

f. Officers: Officers of the BUREAU will consist of a Chairperson, Vice Chairperson, Secretary, and Past Chairperson duly elected from the Board. Term of office limited to one year with re-election to successive terms permissible.

3. Scope of Service

The BUREAU shall undertake such services that are necessary and appropriate to carry out a Program of Work which shall be submitted to City Council prior to the start of each fiscal year.

4. Time of Performance

The services of the BUREAU are ongoing and shall continue until terminated pursuant to Paragraph 7 of this Agreement. The BUREAU will submit to the CITY a written annual report no later than July 1 of each year.

5. CITY Performance

a. The CITY will pay the BUREAU an amount of the hotel/motel tax actually collected by the Iowa Department of Revenue from within the city limits of Marshalltown, Iowa according to the schedule as outlined below, and received by the CITY.

<u>Period</u>	<u>Formula</u>
June 1, 2006 – May 31, 2007	75% of revenue generated
June 1, 2007 – May 31, 2008	74% of revenue generated
June 1, 2008 – May 31, 2009	73% of revenue generated
June 1, 2009 – May 31, 2010	72% of revenue generated
June 1, 2010 – May 31, 2011	71% of revenue generated
June 1, 2011 – May 31, 2012	71% of revenue generated up to \$219,000 with revenues above this amount split 65% to the BUREAU and 35% to the CITY
June 1, 2012 – May 31, 2013	71% of revenue generated up to \$219,000 with revenues above this amount split 65% to the BUREAU and 35% to the CITY.
June 1, 2013 – May 31, 2014	71% of revenue generated up to \$219,000 with revenues above this amount split 65% to the BUREAU and 35% to the CITY.
June 1, 2014 – May 31, 2015	71% of revenue generated up to \$219,000 with revenues above this amount split 65% to the BUREAU and 35% to the CITY.
June 2, 2015 – May 31, 2016	67% of revenue generated.

b. Such sum shall be payable to the BUREAU upon receipt of quarterly payments to the CITY consistent with tax receipts received by the CITY. Should the work of the Bureau justify additional funds, these could be provided by action of the CITY.

c. Excess funds received over and above operations for the BUREAU will be designated for specific projects relative to convention and visitor development. Such expenditures will be submitted to City Council, after approval by the BUREAU Board of Directors.

d. The BUREAU shall not permit expenditures to exceed revenues in any year. The BUREAU shall not borrow money or issue bonds without written permission of the CITY.

6. Audit

The CHAMBER agrees that it will maintain books of account in accordance with generally accepted accounting standards together with necessary documentation to support all expenditures by nature of expenditure and amount, subject to independent audit. CITY may request the audit and shall receive a copy thereof, all at the cost to the CHAMBER.

7. **Termination of Contract**

It is agreed that said Agreement shall be in full force and effect for a period of two (2) years ending May 31, 2015. Thereafter, said Agreement shall be in full force and effect for whatever time period agreed to by the parties involved. Said agreement may be terminated by either party by giving written notice only upon a finding of gross mismanagement or misappropriation of funds. In the event the hotel/motel tax is terminated by vote of the residents of the City of Marshalltown, Iowa, or by action of the Iowa Legislature, this Agreement shall terminate ninety (90) days after receipt of the last tax revenues, or sooner if State law so provides. This Agreement shall be reviewed by both parties prior to renewal to ensure the Agreement is working as anticipated.

8. **Assignability**

The CHAMBER shall not assign any interest in this Agreement, and shall not transfer any interest in the Agreement without prior written approval of the CITY.

9. **Hold Harmless**

It is understood between the parties that the CITY provides needed financing to the CHAMBER who operates and is entirely responsible for the BUREAU. Accordingly, the CHAMBER shall maintain all required worker's compensation coverage, liability coverage, and any other needed insurance, relative to the day-to-day operations of the BUREAU. The CITY is an entirely separate entity from the CHAMBER and the BUREAU and is not liable for the debts, obligations, errors, omissions, torts or actions thereof. By execution of this Agreement, the CHAMBER agrees to indemnify and hold harmless the CITY from any liability whatsoever arising under the terms of this Agreement and shall defend the CITY from any such claims, including payment of attorney fees and related costs.

10. **Bureau Employees**

Persons employed to manage the BUREAU are employees of the CHAMBER and are not employees of the CITY.

11. **Location**

The BUREAU will operate out of the CHAMBER offices at 709 South Center Street, Marshalltown, Iowa, or from such location as the CHAMBER deems appropriate and is in the best interests of the parties to this agreement.

MARSHALLTOWN AREA CHAMBER
OF COMMERCE

CITY OF MARSHALLTOWN, IOWA

Signature of Chamber of Commerce Representative

James L. Lowrance, Mayor
ATTEST:

Name and Title of Chamber of Commerce
Representative

Shari L. Coughenour, CMC, City Clerk

2016 Tobacco Permit Renewals

businessname	businessstreet	phone#1	License Startdate	License Expiration	Licensefee
COMPLETED APPLICATION AND PAYMENT RECEIVED:					
Ariel LLC / Adult Odyssey	907 Iowa Avenue East	641-752-6550	7/1/2015	6/30/2016	\$100.00
Casey's - Iowa Ave	1201 Iowa Avenue West	641-753-1238	7/1/2015	6/30/2016	\$100.00
Casey's - N 3rd Ave	111 North 3rd Avenue	641-752-3347	7/1/2015	6/30/2016	\$100.00
Casey's - S 12th Ave	1402 S 12th Avenue	641-753-8622	7/1/2015	6/30/2016	\$100.00
Casey's - W Lincolnway	1009 West Lincolnway	641-753-1204	7/1/2015	6/30/2016	\$100.00
Casey's General Store #3228	916 E Main Street	641-752-2012	7/1/2015	6/30/2016	\$100.00
Dollar General #2019	408 S 9th St	615-855-4000	7/1/2015	6/30/2016	\$100.00
Dollar General #4206	2413 S Center Street	615-855-4000	7/1/2015	6/30/2016	\$100.00
Fareway	102 W Anson Street	641-752-5181	7/1/2015	6/30/2016	\$100.00
Food & Gas Mart	613 N 3rd Avenue	630-363-8999	7/1/2015	6/30/2016	\$100.00
Git-N-Go 3302 S Center	3302 S Center	641-752-1106	7/1/2015	6/30/2016	\$100.00
Git-N-Go 902 W Lincolnway	902 W Lincolnway	641-752-6633	7/1/2015	6/30/2016	\$100.00
Hometown Cash Advance	2007 S Center St	626-204-6335	7/1/2015	6/30/2016	\$100.00
Hy Vee Drugstore, Hy Vee Inc	1706 S Center Street	641-752-6711	7/1/2015	6/30/2016	\$100.00
Hy-Vee Gas Station	808 S. Center St	641-752-9736	7/1/2015	6/30/2016	\$100.00
Hyvee Inc Attn: Kaye Gwinn	802 S. Center St	641-752-4525	7/1/2015	6/30/2016	\$100.00
Iowa Veterans Home	1301 Summit Street	641-753-4351	7/1/2015	6/30/2016	\$100.00
Kwik Star #394 - S Center St	2500 S Center Street	641-752-4538	7/1/2015	6/30/2016	\$100.00
Kwik Star #607 - S 6th St	814 S 6th Street	641-752-0701	7/1/2015	6/30/2016	\$100.00
Kwik Star #706 - S 3rd Ave	810 S 3rd Avenue	641-752-6661	7/1/2015	6/30/2016	\$100.00
Anticipated - approve pending complete application and payment:					
7 Rayos Liquor Store	120 E Main Street	641-752-2592			\$100.00
EAST SIDE LIQUOR AND GROCERIES	1116 E NEVADA ST	641-485-5177			\$100.00
Family Dollar Stores	327 S 3rd Avenue	641-753-8396			\$100.00
Goldenland, Inc.	31 N Center Street	641-328-1012			\$100.00
Hometown Cash Advance	2007 S Center St	615-337-0316			\$100.00
Jiffy #922 Danlee Corp	111 South 3rd Avenue	641-752-2725			\$100.00
Kmart	1720 S Center Street	641-753-0945			\$100.00
The Depot	114 N Center St	641-752-2308			\$100.00
Vaughn's Pub	22 N 1st Avenue	641-752-0038			\$100.00
Walgreens 03196	5 East Anson Street	641-752-7181			\$100.00
Wal-mart # 0581	2802 S. Center Street	641-753-7846			\$100.00



For period _____, 20 ____ through June 30, 2015

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: Eli fancy hookah Bar
Physical Location Address: 27 north center street City: marshalltown ZIP: _____
Mailing Address: 27 N center City: marshalltown State: IA ZIP: _____
Business Phone Number: (515) 344-2681

Legal Owner Information:

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

Legal Owner: Abdalla Mousa
(Name of sole proprietor, partnership, corporation, LLC, or LLP)

Mailing Address: 207 C street City: Toledo State: IA ZIP: 52342

Phone Number: (515) 344-2681 Fax Number: (____) _____ Email: sudan215.am@gmail

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 ☐ Hookah Bar

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) Abdalla Mousa Name (please print) _____

Signature [Signature] Signature _____

Date 5/1/2015 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 _____

TO: Mayor, Council and City Administrator

FROM: Terry Gray, Parks & Recreation

SUBJECT: Aquatic Center Adjusted Hours for 2015

DATE: May 20, 2015

The operating hours for the Marshalltown Family Aquatic Center, as have previously been set and advertised, need to be adjusted. The change in hours is due to the lack of certified lifeguards. The Community Y, who manages the daily operation of the lifeguard staff, has been unable to find enough lifeguards to safely staff the aquatic center. This is not due to lack of effort on their part. Other communities have also struggled with this issue.

It is felt that through reduced hours staffing can be managed. A total of 14 hours per week have been trimmed from the schedule. Private evening rental times have also been eliminated. There are no changes in the dates the facility opens or closes for the season: May 30-August 16.

The adjusted hours are:

Monday through Thursday: 1:00 - 6:00 pm daily (Was 12:30-7:30)
 Water Walking/Lap Swim: 11:30 - 12:30 & 6:15-7:15

Friday, Saturday, Sunday: 1:00 - 5:00 pm daily (Was 12:30-7:30 Fri. & 12:30-6:00 Sat/Sun)
 Water Walking/Lap Swim: 11:30 - 12:30 Fri. & Sat. only
No evening water walking Fri.-Sun.

Adult/Tot Swim: Tues/Thurs/Sat 11:30-12:30

No Aqua Zumba will be offered this season.



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

May 5, 2015

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

From: Justin Nickel
Director of Public Works

Re: Approve Plans, Specifications, Form of Contract and Cost – 2015 Mill & Overlay Project (76015004)

Policy Issue: City policy requires Governing Body passage of Resolution approving plans, specifications, form of contract and cost.

Recommendation: Staff recommends approving the Resolution for plans, specifications, form of contract and cost of the 2015 Mill and Overlay Project

Background: City staff has prepared plans for mill and asphalt overlay 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: None

cc: Randy Wetmore, City Administrator

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



7200

2015-085

RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND COST FOR THE 2015 MILL AND OVERLAY PROJECT, IN THE
CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. 76015004

WHEREAS there was placed on file in the office of the Clerk of the City of Marshalltown, Iowa, proposed plans and specifications, proposed form of contract and estimated cost for a public improvement in the City of Marshalltown, Iowa, for the 2015 Mill and Overlay, Project No. 76015004, 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. 76015004, being the Mill and Overlay Project in the city of Marshalltown, Iowa.

Passed this 26th day of May 2015, and signed this _____ day of May 2015.

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



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

DEPARTMENT OF PUBLIC WORKS

May 7, 2015

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

From: Justin Nickel
Director of Public Works

Re: Approve Plans, Specifications, Form of Contract and Cost – WPCP Concrete Repair Phase II (52013017)

Policy Issue: City policy requires Governing Body passage of Resolution approving plans, specifications, form of contract and cost.

Recommendation: Staff recommends approving the Resolution for plans, specifications, form of contract and cost of the WPCP Concrete Repair Phase II

Background: Structural Engineers, Inc. has prepared revised plans for repair of concrete tanks at the WPCP. The revised plans and specifications eliminate any uncertainty regarding bid items, quantities, unit costs and total project cost. Construction includes removal of delaminated and spalling concrete from the walls separating tanks, replacement of the deficient concrete and coating the new concrete with a waterproof, protective sealant.

Budget Impact: This project will be funded with sewer utility fees.

Attachment: None

cc: Randy Wetmore, City Administrator

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



2015-086

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 25th day of May 2015, and signed this _____ day of May 2015.

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

R&W

ORDINANCE NO. 14940

AN ORDINANCE APPROVING REZONING OF PARCELS 07-25-328-003, 07-25-328-004,
07-25-328-014, 07-25-328-017, AND 07-25-328-018 TO M2 HEAVY INDUSTRY FROM R3
MEDIUM DENSITY RESIDENTIAL

WHEREAS, the listed parcels are currently zoned R3 Medium Density Residential; and

WHEREAS, the Plan and Zoning Commission reviewed this rezoning request and held a public hearing on March 26th, 2015, and recommended approval of the rezoning at said meeting; and

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

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

Section 1. 07-25-328-003, 07-25-328-004, 07-25-328-014, 07-25-328-017, and 07-25-328-018 shall be rezoned to M2 Heavy Industry.

Section 2. The public hearing required on this zoning amendment shall be held in the Council Chambers of City Hall, 10 West State Street, Marshalltown, Iowa at 5:30 p.m., local time, on the 11th day of May, 2015 and the City Clerk is directed to cause a publication of the notice of the public hearing in one issue of the Marshalltown Times-Republican, a newspaper published in Marshalltown, Marshall County, Iowa, not less than 7 days nor more than 20 days prior to the date of the public hearing fixed herein.

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

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

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST: _____
Shari L. Coughenour, City Clerk

Row

Memorandum

To: City Council & Mayor

From: Stephen Troskey – City Planner

Date: March 30, 2015

Re: JBS Rezoning

JBS has applied to rezone five parcels east of their plant to M2 Heavy Industry from R3 Medium Density Residential. Some of the lots are currently employee parking and the remaining lots will be a temporary employee training site and additional employee parking.

The affected addresses would be (see map):

413 North 10th Avenue

411 North 10th Avenue

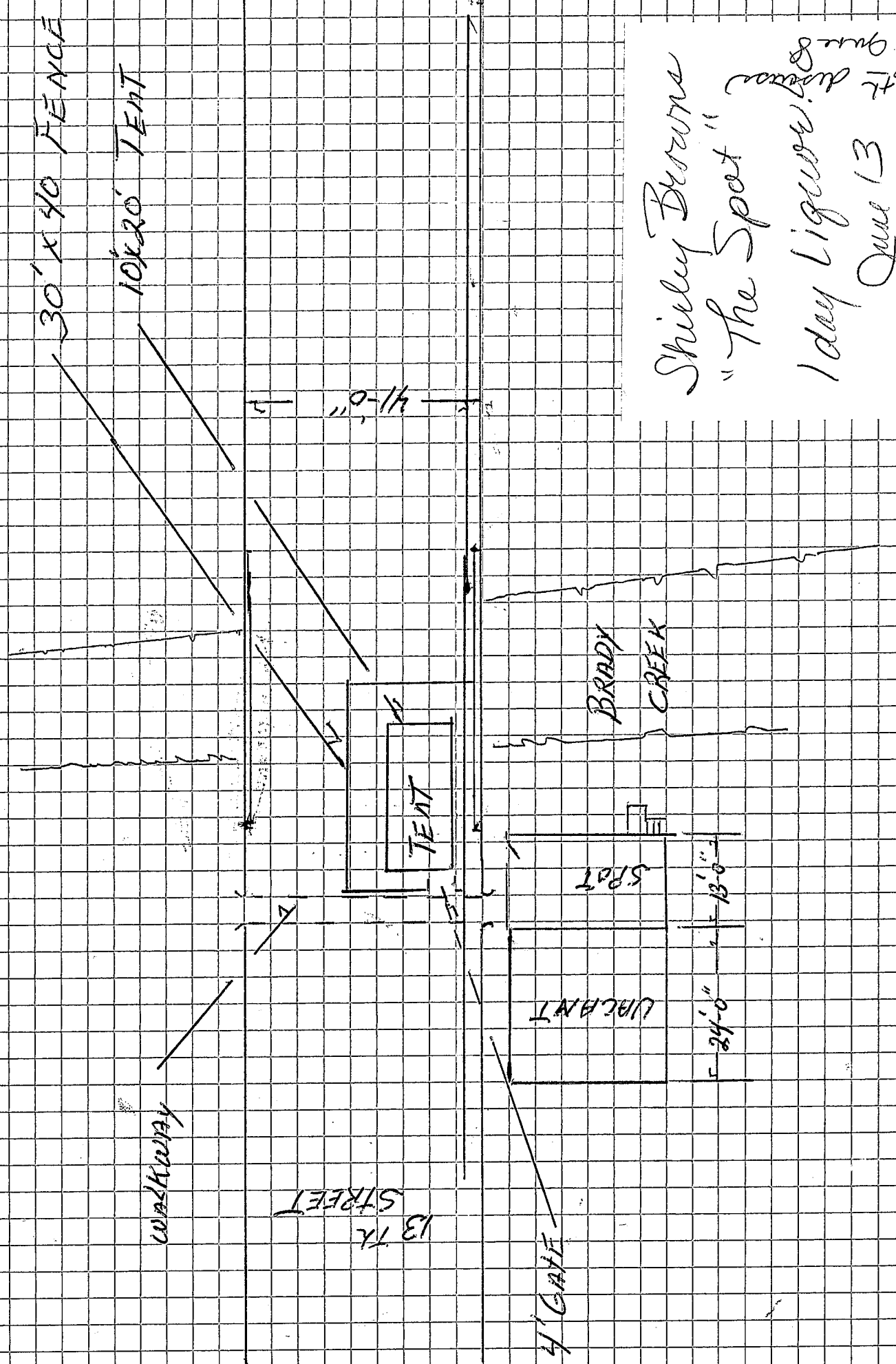
409 North 10th Avenue

407 North 10th Avenue

404 North 11th Avenue

The Plan & Zoning Commission recommended approval at their March 26th, 2015 meeting.

I can be reached at stroskey@ci.marshalltown.ia.us or 641-752-3154.



Shirley Brown
"The Spot"

1 day liquor.
May 26th 1968
June 13
5-11pm
band 7-10-752-6014
at the 8th Ave & 8th

Applicant License Application ()

Name of Applicant: Estrella Grocery Store, LLC

Name of Business (DBA): Estrella Grocery Store

Address of Premises: 101 W. Main St.

City Marshalltown

County: Marshall

Zip: 50158

Business (641) 753-4911

Mailing 101 W. Main St.

City Marshalltown

State IA

Zip: 50158

Contact Person

Name Gabriela Perez

Phone: (641) 750-8974

Email janasanchez513@hotmail.com

Classification Class C Beer Permit (BC)

Term: 12 months

Effective Date: 05/01/2015

Expiration Date: 01/01/1900

Privileges:

Class C Beer Permit (BC)

Sunday Sales

Status of Business

BusinessType: Limited Liability Company

Corporate ID Number: 496128

Federal Employer ID 47-2833037

Ownership

Gabriela Perez

First Name: Gabriela

Last Name: Perez

City: Marshalltown

State: Iowa

Zip: 50158

Position: Owner

% of Ownership: 100.00%

U.S. Citizen: No

Insurance Company Information

Insurance Company:

Policy Effective Date:

Policy Expiration

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

Rodeo

From : RAMON ORTEGA <llcortega@live.com>

Tue, May 19, 2015 01:26 PM

Subject : Rodeo

To : scoughenour@ci.marshalltown.ia.us

I would like to be on the agenda for a license transfer from Midnight Ballroom to Central Iowa Fairgrounds. The dates I would like approval for are the following: June 20, 21, 28, July 5, 25, 26, August 1, 2, 8, 9, 15, 16, 22, 23, 29, 30 Sept. 5, 6, 13, 19, 20. Like in past years all of the cities requirements will be satisfied and the floor plan will remain the same as in the April 6 rodeo.

Thank You

Luisa Ortega
641-751-0067

Applicant License Application ()

Name of Applicant: ZAR, Inc.

Name of Business (DBA): East Side Liquor and Groceries

Address of Premises: 1116 E Nevada Street

City Marshalltown

County: Marshall

Zip: 50158

Business (641) 485-5177

Mailing 1116 E Nevada Street

City Marshalltown

State IA

Zip: 50158

Approved
4-27-15

Contact Person

Name Ghazanfar Gujar

Phone: (641) 485-5177

Email

Classification Class E Liquor License (LE)

Term: 12 months

Effective Date: 04/01/2015

Expiration Date: 01/01/1900

Privileges:

Class B Wine Permit

Class C Beer Permit (Carryout Beer)

Class E Liquor License (LE)

Sunday Sales

Status of Business

BusinessType: Privately Held Corporation

Corporate ID Number: 482223

Federal Employer ID 471231477

Ownership

Ghazanfar Gujar

First Name: Ghazanfar

Last Name: Gujar

City: Marshalltown

State: Iowa

Zip: 50158

Position: Officer

% of Ownership: 100.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: Western Surety Company

Policy Effective Date: 04/01/2015

Policy Expiration 01/01/1900

Bond Effective 2

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

APPLICANT

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

[Signature]
Applicant's Signature

3-25-15
Date

NOTARY

State of Iowa

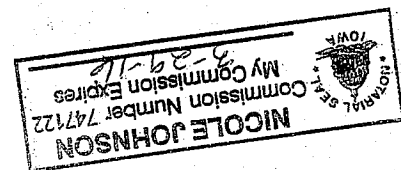
County of Marshall

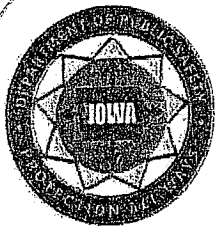
Signed and sworn to before me on 3-25-15
Date

By GHADANPAR I GUJAR
Print Name of Applicant

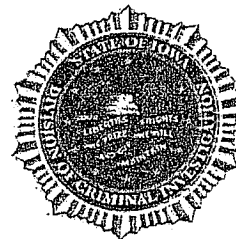
[Signature]
Signature of Notary

3-25-15
Date





State of Iowa
Division of Criminal Investigation
215 E. 7th Street
Des Moines, Iowa 50319
Phone: 515/725-6066 Fax: 515/725-6080



Iowa Criminal History Record Check
Walk-In Request

Your name:	GHARANFAR I GUJAR
Address:	114 N CENTER ST
City/State/Zip:	MARSHALLTOWN IA 50158
Phone#:	641 485 5177

Fill in all shaded areas.

Requesting an Iowa criminal history record check on:		
Last Name <i>Apellido</i> (mandatory)	First Name <i>Primer Nombre</i> (mandatory)	Middle Name <i>Segundo Nombre</i> (recommended)
GUJAR	GHARANFAR	IQBAL
Date of Birth <i>Fecha Nacimiento</i> (mandatory)	Gender <i>Genero</i> (mandatory)	Social Security Number (recommended)
06-01-1959	☒ Male ☐ Female	[REDACTED]
Waiver Signature <i>Firma</i> (If the request is on yourself, please sign. If the request is on someone else, write N/A.)		
[Signature]		

Results

As of 4/3/15, a name and date of birth check revealed:

☒ No record found

☐ Record attached DCI # _____

DCI initials juv

DCI USE ONLY

STATE OF IOWA
D.P.S.
2015 APR - 3 A 11:44
DIV. OF CRIMINAL
INVESTIGATION

Receipt

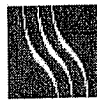
Number of requests 1 x \$15.00 per last name = Total amount \$ 15.00

Method of payment: cash ☒ money order 17-193681074 check # _____ MasterCard or Visa
(Last 4 digits)

Cardholder's name _____

DCI initials gr

Credit Card # _____ Exp. Date _____



State of Iowa
ALCOHOLIC
BEVERAGES DIVISION
Home
About
Alcohol
Tobacco
Links
Contact

as
amended
5/19/15

Help	License Search	License List	On-Demand Reporting	Keg Registration Search	User Profile	Logoff
------	----------------	--------------	---------------------	-------------------------	--------------	--------

- » License
- » Privileges
- » Applicant
- » Status Of Business
- » Ownership
- » Criminal History
- » Violations
- » Premises
- » General Premises
- » Applicant Signature
- » Bond Cert
- » Local Endorse
- » History

Criminal History LE_V_57658, East Side Liquor and Groceries, Marshalltown

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen.
The navigation links on the top may also be used to move around the application.

Yes ▼

Have you ever been convicted of a felony offense in Iowa or any other state of the United States? If yes, list on the next (Violations) screen.

Yes ▼

Have any of the owners listed in the ownership screen ever been charged, arrested, indicted, convicted or received a deferred judgment for any violation of any state, county, city, federal or foreign law? All information shall be reported regardless of the disposition, even if dismissed or expunged. Include pending charges. DO NOT include traffic violations, except those that are alcohol related. If yes, list violations on the next (Violations) screen.

Select ▼

If no arrests, indictments, summons or convictions are applicable select "NONE".

Prev

Next

Follow us with RSS, Facebook or Twitter



Contact Us

Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road, Ankeny, IA 50021
Toll Free 866.IowaABD (866.469.2223)
Local 515.281.7400

Terms and Conditions
Privacy Policy

Copyright ©2009 State of Iowa
Alcoholic Beverages Division. All Rights Reserved.



State of Iowa
ALCOHOLIC
BEVERAGES DIVISION

*As amended
5/19/15*

Alcohol
Tobacco
Links
Contact

Help	License Search	License List	On-Demand Reporting	Key Registration Search	User Profile	Logout
------	----------------	--------------	---------------------	-------------------------	--------------	--------

License

Privileges

Applicant

Status Of Business

Ownership

Criminal History

Violations

Premises

General Premises

Applicant Signature

Bond Cert

Local Endorse

History

Violations LE_V_57658, East Side Liquor and Groceries, Marshalltown

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen.
The navigation links on the top may also be used to move around the application.

Submit to the Local Authority a copy of the Disposition of the Court for each violation noted. Submit to the Local Authority a copy of Restoration of Citizenship where loss of citizenship is indicated. If more than one violation, each must be entered separately.

Owners' Violations:

Name	Arrest Date	Charge	Citizenship?	Disposition
Ghazanfar Gujar	11/13/2012	controlled substance violation	N	11/05/2014
Ghazanfar Gujar	3/20/2010	sale to minor	N	06/23/2010
Ghazanfar Gujar	10/20/2009	sale to minor	N	07/22/2010

1

Name:

Date of Arrest:

Charge:

Disposition of Arrest:

Location of Court:

Citizenship lost:

Trial Court Case Details

Summary	Parties	Long Title	Fitness	Property/Lis Pendens	Criminal Charges/Disposition
Exhibits	Financial	Bonds	Service Returns	Traffic Details	Links for this section are on the left

Charges, Dispositions, Sentences
Title: STATE VS GHAZANFAR GUJAR
Case: 02641 AGCR081444 (MARSHALL)
Citation Number:

Defendant: GUJAR, GHAZANFAR IQBAL

Count 01	Charge				
Charge:	124.401(1)(d)-A	Description:	CONTROLLED SUBSTANCE VIOL. (AGMS)		
Offense Date:	10/24/2011	Arrest Date:		Against Type:	
DPS Number:	4A0032E-01				
Adjudication					
Charge:	124.401(1)(d)-A	Description:	CONTROLLED SUBSTANCE VIOL. (AGMS)		
Adj:	DISMISSED BY COURT	Adj.Date:	11/05/2014		
Adj.Judge:	RILEY, KIM M				
Comments:					
Sentence					
Charge:	124.401(1)(d)-A	Description:	CONTROLLED SUBSTANCE VIOL. (AGMS)		
Sentence Date:	11/05/2014	Sentence:	DISMISSED		
Appeal:		Sen.Judge:	RILEY, KIM M		
Facility Type:		Attorney:	N		
Restitution:	N	Drug:	N	Extradition:	
Lic.Revoked:	N	DDS:	N	Batterer:	
Fine Amount:		Duration:			
Comment:					

Trial Court Case Details

[Summary] Parties [Long Title] [Financial] [Bonds]

[Fines] Service Returns

Property is Pending Traffic Details

[Criminal Charges/Disposition]

Link to the 12935 for this section is located at

Charges, Dispositions, Sentences
Title: STATE vs. GUIAR, GHAZANFARI
Case: 02171 STA0029904 (CERRO GORDO)
Citation Number: WD051457

Defendant: GUIAR, GHAZANFARI

Count 01	Charge								
	Charge:	123.49(2)(f)-D	Description:	SUPPLY ALCOHOL TO PERSON UNDER AGE-EMPLOYEE					
	Offense Date:	03/20/2010	Arrest Date:		Against Type:				
	DPS Number:								
	<u>Adjudication</u>								
	Charge:	123.49(2)(f)-D	Description:	SUPPLY ALCOHOL TO PERSON UNDER AGE-EMPLOYEE					
	Adj.:	GUILTY BY COURT	Adj. Date:	06/23/2010					
	Adj. Judge:	BYRNE, PATRICK							
	Comments:								
	<u>Sentence</u>								
	Charge:	123.49(2)(f)-D	Description:	SUPPLY ALCOHOL TO PERSON UNDER AGE-EMPLOYEE					
	Sentence Date:	06/23/2010	Sentence:	FINE					
	Appeal:		Sent. Judge:	BYRNE, PATRICK					
	Facility Type:		Attorney:	N					
	Restitution:	N	Drug:	N	Extradition:				
	Lic. Revoked:	N	DPS:	N	Batterer:				
	Fine Amount:	500	Duration:						
	Comment:								

Trial Court Case Details

[Summary]	[Parties]	[Long Title]	[Filings]	[Property/Lis Pendens]	[Criminal Charges/Disposition]
[Exhibits]	[Financial]	[Bonds]	[Service Returns]	[Traffic Details]	[Initialed by clerk service preferred]

Charges, Dispositions, Sentences
Title: STATE vs. GUJAR, GHAZANFARI
Case: 02171 STA0025752 (CERRO GORDO)
Citation Number: 152268

Defendant: GUJAR, GHAZANFARI

Count 01	Charge				
	Charge:	123.49(2)(h)-D	Description:	SUPPLY ALCOHOL TO PERSON UNDER AGE-EMPLOYEE	
	Offense Date:	10/20/2009	Arrest Date:	Against Type:	
	DPS Number:				
	Adjudication				
	Charge:	123.49(2)(h)-D	Description:	SUPPLY ALCOHOL TO PERSON UNDER AGE-EMPLOYEE	
	Adj:	DISMISSED BY COURT	Adj.Date:	07/22/2010	
	Adj.Judge:	WAGENAAR, RONALD JAMES			
	Comments:				
	Sentence				
	Charge:	123.49(2)(h)-D	Description:	SUPPLY ALCOHOL TO PERSON UNDER AGE-EMPLOYEE	
	Sentence Date:	07/22/2010	Sentence:	DISMISSED	
	Appeal:		Sen.Judge:	WAGENAAR, RONALD JAMES	
	Facility Type:		Attorney:	N	
	Restitution:	N	Drug:	N	Extradition:
	Lic.Revoked:	N	DPS:	N	Batterer:
	Fine Amount:		Duration:		
	Comment:				



James L. Lowrance, Mayor
Randy A. Wetmore, City Administrator
Michael W. Tupper, Chief of Police
22 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5725
Fax - (641) 752-1211

Marshalltown Police Department Chief of Police Memorandum

TO: Randy Wetmore, City Administrator
Shari Coughenour, City Clerk

FROM: Michael W. Tupper
Chief of Police

DATE: 05/20/2015

RE: FY 15-16 Byrne-JAG Grant Request

COPY

On May 13, 2015, the Marshalltown Police Department received email notification from the federal government indicating the City of Marshalltown has been awarded \$19,304.00 in grant funding from the federal Byrne-JAG grant program. The City of Marshalltown has received grant awards from this federal program for the past several years. This grant program provides criminal justice funding to state and local jurisdictions. This program provides critical funding to support a range of program areas including law enforcement initiatives. Historically, the City of Marshalltown has split these awards evenly with Marshall County. Consequently, the City of Marshalltown's award share for FY 15-16 is \$9652.00. The funds can be used for equipment or programming expenditures for FY 15-16. These funds cannot supplant funding already in place for law enforcement programming or equipment purchase plans.

While the grant award has already been announced, there is still an application and review process. The application must be submitted to the United States Department of Justice (DOJ) by June 26. As part of this process, the city is required to approve a budget and spending plan via city council action. Additionally, the city is required to hold a public hearing about how these funds will be spent. These requirements must be met prior to the June 26 application submission date.

The police department is seeking approval from the Marshalltown City Council to purchase body-worn cameras and data storage equipment or storage services for the yet to be purchased camera systems. Body-worn camera programs are a priority for DOJ and is one of the specific goals for Byrne-JAG funding.

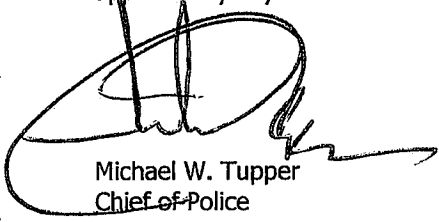
A police department committee has been researching body-worn camera equipment, law enforcement programs and policies for this equipment. We have not sought formal bids for this equipment. Based on preliminary data, and the best known information we have at this time, I estimate that the city can purchase 7-10 cameras (and cover data storage for one year) for approximately \$10,000.00. If this spending request is approved, the police department plans to spend \$10,000.00. \$9652 would be funded by the Byrne-JAG grant award and the remainder would come from seized asset accounts.

There would be on-going data storage and maintenance costs annually after year one. For 10 body-worn cameras, these costs are estimated to be \$2500.00 per year if we utilize a cloud storage and data management service. Purchasing server equipment for onsite storage would likely be less but would require significant personnel resources to manage the data.

CITY COUNCIL

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

The police department already has template body-worn camera policies available. The police department will need to refine these policies by seeking input from city administration, elected officials, prosecutors, privacy advocates and community groups. The policy could be ready in 90-120 days. The policy will be completed and approved by city administration prior to purchasing this equipment.



Michael W. Tupper
Chief of Police

2015-20

Cc: Captain Christopher Jones, Administrative Services Division
Alicia Hunter, Administrative Assistant

COPY



James L. Lowrance, Mayor
Randy A. Wetmore, City Administrator
Michael W. Tupper, Chief of Police
22 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5725
Fax - (641) 752-1211

PRESS RELEASE

INCIDENT NUMBER: PD15-1285
DATE OF INCIDENT: 5-1-15
DATE OF PRESS RELEASE: 5-6-15
TYPE OF INCIDENT: Alcohol Compliance Checks

COPY

On Friday May 1, 2015, the Marshalltown Police Department conducted alcohol compliance checks at local businesses and retail stores. The Police Department receives grant funding through SATUCI (Substance Abuse Treatment Unit of Central Iowa) to do concentrated alcohol enforcement and education to reduce underage drinking and the purchasing of alcohol by persons under the age of 21. Compliance checks were made at 37 locations across town that sell alcohol. An employee at three locations sold to an underage person.

Megan Sumpter, 34, at Fiddle and Whistle Pub, (20 West Main Street)
Josefina Ortiz-Ortiz, 34, at Grocery Store & Tortilleria La Vecindad (505 N. 3rd Ave)
Elise Hoop, 26, at Purple Cherry, (6 Iowa Ave. East)

All three subjects were charged with Providing Alcohol to Person Under the Legal Age, Employee, (123.49). They were cited and released on scene. The Marshalltown Police Department and SATUCI appreciate everyone's cooperation. Thanks and good job to those that were in compliance. The Police Department will continue to do these checks and extra patrols throughout the year to combat underage drinking and the sale of alcohol to minors.

DEGREE OF CRIME: Simple Misdemeanor
PENALTY: Fine of \$735.00
DISPOSITION OF DEFENDANT: Cited and Released.
RELEASE MADE BY: Sgt. Rick Bellile

CITY COUNCIL

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



James L. Lowrance, Mayor
Randy A. Wetmore, City Administrator
Michael W. Tupper, Chief of Police
22 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5725
Fax - (641) 752-1211

Date: May 22, 2015
To: Randy Wetmore, City Administrator
From: Captain Christopher Jones
Subject: FY 2015-2016 Marked Police Vehicle Purchases

For FY 2015-2016 the police department was allowed \$120,000.00 in CIP funding to purchase three police vehicles and all related equipment. The following vehicles have been recommended for replacement: 2012 Dodge Charger (78,751 miles), a 2012 Dodge Charger (113,035), and a 2004 Ford Crown Victoria (105,145).

Staff members have test driven several vehicles from a variety of vendors. 7 dealers were contacted, 3 of them locally. These dealers were Jensen Ford in Marshalltown, Clemons Chevrolet in Marshalltown, and Ken Wise Dodge in Marshalltown, Stivers Ford in Waukee (State bid for Ford Interceptors), Karl's Chevrolet in Ankeny (State bid for Chevy Tahoe's, Impalas and Caprices), Deery Brothers in Pleasant Hill, Stew Hansen in Waukee (State bid for Dodge Chargers, Durango's and Ram trucks).

After reviewing all available law enforcement patrol rated vehicles in our area, staff recommends the 4x4 Chevrolet Tahoe because it offers more interior room than other comparable vehicles and we have had good success with the reliability and versatility of the Tahoes we currently own. The 4x4 handles well and is very useful in the winter. It is also believed that the AWD Chargers would better meet our needs during winter driving and provide improved vehicle traction control. The Chargers also have more interior room than the Chevrolet Caprices and Impala we currently own.

It is recommended that the police department purchase two black AWD Dodge Chargers from Stew Hansen at a cost of \$48,000 (\$24,000 each). It is also recommend that the department purchase a black 2015 4x4 Tahoe from Deery Brothers for \$32,282. Our total for all three vehicles will be \$80,282 (minus the tax, title, and license fees). With the trade-in values at Stew Hansen for our two Dodge Chargers (\$18,500) and the trade-in value at Deery Brothers for our 2004 Ford Crown Victoria (\$1,300), the final purchase price for all three vehicles will be \$60,482 (minus the tax, title, and license fees).

In addition to the price of these vehicles, new equipment will need to be purchased for the Chevrolet Tahoe (e.g. a cage, camera, trunk tray, console, and weapon rack). There will be equipment recovered from the current Dodge Chargers that may be placed into the new Dodge Chargers, but due to modifications in the new body style and the fabrications that we have already made in adjusting the

CITY COUNCIL

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

current interior components in 2012 while installing features from our replaced Ford Crown Victorias to the Dodge Chargers, I am not sure of the final total cost of equipping both vehicles. I'm estimating all new equipment for all three vehicles at a total cost of approximately \$39,000. This would include all wrappings and lettering for all three vehicles. This would bring this vehicle project to a total of **\$99,482 (minus the tax, title, and license fees)**. Well below our \$120,000 CIP budget. If you have any questions or concerns about this issue, please let me know.

Thank-you for your consideration,

Captain Christopher Jones

Cc: Chief of Police Michael Tupper
Sgt. Rick Bellile
Sgt. Patricia Thein
Alicia Hunter, Administrative Assistant

TO: Mayor, Council and City Administrator

FROM: Terry Gray, Parks & Recreation

SUBJECT: Trail Barricades

DATE: May 20, 2015

TRAILS , Inc. erected barricades on the Iowa River Trail corridor inside of Marshalltown proper as well as north of the Summit Street bridge to the county line. The barricades in Marshalltown are near each street crossing, but these need to be removed to allow the contracted mower and sprayer access to the corridor. TRAILS, Inc. does not intend to put barricards back up in Marshalltown. Both TRAILS and I would like to see the corridor left open to be accessible to users on foot and bikes. As with any trail in Marshalltown, motor vehicles are not allowed. Stop signs will be erected at each of the intersections with city streets to remind trail users to use caution when crossing the streets.

Barricades and signage on the entire length of the trail have become a real concern. Within Marshalltown, the barricades and signs that TRAILS erected have remained intact. However, there are unauthorized "barricades" that have been created on the corridor without City permission. People have placed tree limbs and other debris on the trail. Some items, including spikes and barbed wire, have been extremely dangerous. We would like to remind citizens that the trail is city property and depositing any kind of debris on city property is not allowed and those found responsible will be cited.

North of the Summit Street bridge, the signs, posts and barricades have been stolen. A \$500 reward has been established for the arrest and conviction of those responsible. We want people to be able to enjoy the unimproved trail safely on foot or bicycle. The trail corridor is not open to motor vehicles.

People who have comments or concerns about trail usage can email precoffice@ci.marshalltown.ia.us



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

May 20, 2015

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

From: Justin Nickel
Director of Public Works

Re: Approve Plans, Specifications, Form of Contract and Cost – 2015 Concrete Repair Project (76015006)

Policy Issue: City policy requires Governing Body passage of Resolution approving plans, specifications, form of contract and cost.

Recommendation: Staff recommends approving the Resolution for plans, specifications, form of contract and cost of the 2015 Concrete Repair Project

Background: City Staff has prepared plans for repair of concrete streets on Nicholas Drive, Dennis Drive, South 1st Avenue and New Castle, South 5th Avenue and Thunderbird Drive, South 6th Street and West Olive Street, North 4th Avenue and East Marion Street, and North 1st Avenue Alley at Tallcorn Towers.

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

Attachment: None

cc: Randy Wetmore, City Administrator

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



RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND COST FOR THE 2015 CONCRETE REPAIR PROJECT, IN THE
CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. 76015006

WHEREAS there was placed on file in the office of the Clerk of the City of Marshalltown, Iowa, proposed plans and specifications, proposed form of contract and estimated cost for a public improvement in the City of Marshalltown, Iowa, for the 2015 Concrete Repair, Project No. 76015006, 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. 76015006, being the 2015 Concrete Repair in the city of Marshalltown, Iowa.

Passed this 8th day of June, 2015, and signed this _____ day of June 2015.

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



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

DEPARTMENT OF PUBLIC WORKS

May 20, 2015

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

From: Justin Nickel
Director of Public Works

Re: Order Construction – 2015 Sidewalk Repair Project (76015007)

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

Recommendation: Staff recommends approving the Resolution ordering construction of the 2015 Sidewalk Repair Project

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 sale proceeds.

Attachment: None

cc: Randy Wetmore, City Administrator

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



RESOLUTION ORDERING CONSTRUCTION OF THE 2015 SIDEWALK REPAIR PROJECT IN
THE CITY OF MARSHALLTOWN, IOWA, SETTING PUBLIC HEARING ON PROPOSED PLANS,
SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING
PUBLICATION OF NOTICE TO BIDDERS, BEING PROJECT NUMBER 76015007

WHEREAS there is now on file in the office of the City Clerk proposed plans, specifications, form of contract and estimated costs for the construction of the 2015 Sidewalk Repair, Project No. 76015007, in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No. 76015007, and

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

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

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

Section 1. This Council does hereby order the construction of the 2015 Sidewalk Repair Project in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. 76015007 now on file in the office of the City Clerk of Marshalltown, Iowa.

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

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

Section 4. That the said improvements shall be paid for from such funds of the City as may be legally used for such purposes, or from the proceeds of the issuance of such bonds as may be legally issued for such purposes or from any combination of such methods of financing and will be paid in accordance with the Notice to Bidders duly published in connection therewith. The Finance Director shall establish on the books a 2015 Sidewalk Repair Project fund and the bond proceeds or such funds of the City as may be legally used for such purposes are hereby appropriated to pay all costs of the improvements including legal publication, bond, design, engineering, survey and inspection, contract and contingency cost as estimated by the Engineer. The Finance Director is directed to advance all sums necessary from the project fund, and to set up on the books the obligations and receivables of the fund.

Section 5. The City Clerk is hereby directed to publish notice of hearing on plans, specifications, and form of contract and estimated cost in the manner provided by law for the public improvement outlined herein and that any person interested therein may appear and make objections thereto, if any he has. This Council will meet in the Council Chamber, Second Floor, 10 West State Street at Marshalltown, Iowa, at 5:30 o'clock P.M., local time on the 22nd day of June, 2015 , for the purpose of hearing all of said objections so made and for taking final action upon the plans, specifications, and form of contract now on file.

Section 6. The City Clerk is further directed to advertise for bids in the manner provided by law for the construction of said improvements, setting forth in said notice such necessary pertinent information as will advise prospective bidders thereof together with the proposed manner of payment of the work to be constructed and that such bids be filed and received in the office of the City Clerk of Marshalltown, Iowa, up to 10:00 o'clock A.M., local time, on the 25th day of June, 2015. The bids will be opened, read, and tabulated by the City Engineer or his designate at that time and will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, at 5:30 o'clock P.M., local time, on the 13th day of July, 2015, or at such later time and place as may then be fixed for considering such bids as shall be filed in connection with the improvement herein ordered and in compliance with the notice of taking bids therein, hereby ordered to be published.

Passed this 8th day of June, 2015, and signed this _____ day of June 2015

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

PROJECT TIMELINE FOR RESOLUTIONS AND PUBLICATIONS

1 Project Name: _____

(most public hearing notice deadlines are minimum publication 4 days clear)

2 Project Number: _____

PUBLICATION DATES

3	TIF funds used? (yes/no)	NO
No - go to line 6		
4	Public hearing date:	Public Hearing Notice to TR before 5PM on date: #####
5	Resolution Approving TIF / Internal Loan Fund	not before 20 days ##### within 4 days #####

RESOLUTIONS:

DATES:

6 Order Construction

6/8/2015

7	Plans & Specs w/ hearing & Notice to Bidders	6/22/2015	Plans Spec Notice to TR before date: Friday, June 12, 2015	not before 20 days _____ within 4 days _____	Tuesday, June 02, 2015 Wednesday, June 17, 2015
8	Bids Due 10 AM	Thursday, June 25, 2015	Bid Notice to TR before date: Wednesday, June 17, 2015	not before 20 days _____ within 4 days _____	Friday, June 05, 2015 Saturday, June 20, 2015

9 Accept Bid 7/13/2015

10 Award Contract 7/27/2015

T/R	PUBLICATION DATE	DEADLINE BY 5:00 PM
MONDAY		WEDNESDAY
TUESDAY		THURSDAY
WEDNESDAY		FRIDAY
THURSDAY		MONDAY
FRIDAY		TUESDAY
SATURDAY		WEDNESDAY
SUNDAY		WEDNESDAY



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

May 19, 2015

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

From: Justin Nickel
Director of Public Works

Re: Agreement – Fox Engineering for engineering services for 2015 Sanitary Sewer
Televising Project (59015011)

Policy Issue: City policy requires Governing Body approval of Agreements when consideration exceeds \$35,000. The aggregate total of the Fox contract will exceed \$35,000 when construction services are added via amendment to this contract.

Recommendation: Staff recommends approving the Agreement with Fox for design of the 2015 Sanitary Sewer Televising project for a fee not to exceed \$33,200. Fox's services include planning, engineering design, construction documents and bidding phase services. The project consists of televising, maintenance and repairs to sewers and manholes.

Background: These repairs are required as part of the Consent Decree mandated by the Iowa Department of Natural Resources.

Budget Impact: The Budget has sufficient funds included for design of this project.

Attachment: Agreement.

cc: Randy Wetmore, City Administrator

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



RESOLUTION APPROVING ENGINEERING SERVICES CONTRACT WITH FOX
ENGINEERING ASSOCIATES, INC., AND THE CITY OF MARSHALLTOWN FOR
THE 2015 SANITARY SEWER TELEVISIONING PROJECT IN THE CITY OF
MARSHALLTOWN, IOWA, BEING PROJECT NUMBER 59015011 IN THE
AMOUNT OF \$33,200.00

WHEREAS the contract with FOX Engineering Associates, Inc., for Engineering Services for the 2015 Sanitary Sewer Televisioning Project and that the said contract for sanitary sewer rehabilitation is now before this Council for final approval.

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

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

Section 1. That the contract for Engineering Services for the 2015 Sanitary Sewer Televisioning Project in the amount of \$33,200.00, be accepted and approved.

Passed this 8th day of June 2015, and signed this ____ day of June 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN, IOWA
PUBLIC WORKS DEPARTMENT

**STANDARD AGREEMENT
FOR
ENGINEERING SERVICES**

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

WITNESSETH:

WHEREAS, the Owner wishes to employ the Engineer to perform professional engineering services on The 2015 Sanitary Sewer Televising Project – Number 59015011. These services include planning, engineering design, construction documents, and construction related services for the sanitary sewer televising, maintenance, and repairs located in the City of Marshalltown. The Project will include the televising of sanitary sewer that was not televised in the original 2009 project due to heavy pipe scale, projections, collapses, tree roots, and other associated issues with the sewer; and, WHEREAS, the Owner requires certain engineering services in connection with the Project (the Services);

and,

WHEREAS, the Engineer is prepared to provide the Services;

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

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be _____, 2015.

ARTICLE 2 - GOVERNING LAW

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

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform the Services described in Exhibit A, Scope of Services, in accordance with applicable sections of the City of Marshalltown Storm and Sanitary Sewer Specifications, the Iowa Statewide Urban Standard Specifications for Public Improvements, the Iowa Statewide Urban Design Standards for Public Improvements, which attachment is made part of this Agreement.

ARTICLE 4 - COMPENSATION

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

ARTICLE 5 – OWNER’S RESPONSIBILITIES

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

ARTICLE 6 - SUPPLEMENTAL AGREEMENTS

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

ARTICLE 7 - PROJECT SCHEDULE

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

ARTICLE 8 - STANDARD OF CARE

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

ARTICLE 9 - INDEMNIFICATION AND INSURANCE

Engineer hereby agrees to indemnify and hold harmless Owner and any of its departments, divisions, agencies, officers, and employees and elected officials from all loss, damage, cost, or expenses specifically including attorneys' fees and other expenses of litigation incurred by or on behalf of the Owner and any of its officers,

employees or elected officials arising out of Engineer's negligent performance of Services under this Agreement. Engineer specifically agrees that this duty to indemnify and hold harmless will apply to the following:

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

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

The insurance coverages are as follows:

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

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

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

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

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

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 12 - REUSE OF DOCUMENTS

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

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

ARTICLE 14 - TERMINATION

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

ARTICLE 15 - DELAY IN PERFORMANCE

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

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

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

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

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

ARTICLE 16 - COMMUNICATIONS

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

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

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

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

ARTICLE 17 - WAIVER

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

ARTICLE 18 - SEVERABILITY

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

ARTICLE 19 - INTEGRATION

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

ARTICLE 20 - SUCCESSORS AND ASSIGNS

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

ARTICLE 21 - ASSIGNMENT

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

ARTICLE 22 - THIRD PARTY RIGHTS

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

ARTICLE 23 - RELATIONSHIP OF PARTIES

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

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

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

James Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Date



Engineer

By: Scott Renaud, P.E.
FOX Engineering Associates, Inc.

**EXHIBIT A
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Marshalltown, Iowa
Engineer: FOX Engineering Associates, Inc.
Project Number & Name: 59015011 – 2015 Sanitary Sewer Televising Project

Engineer's Scope of Services

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

PART 1 – BASIC SERVICES

The project is specifically defined below:

The **2015 Sanitary Sewer Televising Project** will consist of televising approximately 47,000 linear feet of sanitary sewer that was not able to be televised in the 2009 televising project. The work includes televising small and large diameter lines that had issues with access (off hard surface) and pipe condition (scale, tree roots, projections, collapses, excessive debris, etc.) The Engineer will provide planning, engineering design, construction documents, and construction related services for the project. After completion of the televising an evaluation of the sanitary sewer condition will be made by the Engineer, based on video inspection records completed for the project. It is anticipated that the condition of these sewers will make them candidates for the 2016 Sanitary Sewer Rehabilitation (CIPP) project. Contract Documents will be prepared using base mapping and GIS information provided by the City. It is not anticipated that a topographic survey of the sanitary sewer system, sanitary sewer capacity, or further evaluation of sanitary sewer manhole conditions, will to be need to be completed by the Engineer.

The Engineer agrees to provide the following services.

TASK 420 – FINAL DESIGN, PLANS, SPECIFICATIONS AND PREPARATION OF CONTRACT DOCUMENTS

Project Management

Perform ongoing management and supervision of the Engineer's project staff, and coordination with City Staff, during planning, design, and construction of the project.

Progress Meetings

Attend and document regularly scheduled progress meetings with City staff and other parties as appropriate. Bi-weekly progress meetings will be scheduled with the City staff during design.

Evaluation of Sanitary Sewers and Manholes

Observe televised video inspection of sanitary sewers and logs completed as part of the Project. Approximately 47,000 linear feet of inspection records will be evaluated to identify sanitary sewer to be CIPP lined as part of a future project.

Plans, Specifications and Contract Documents

Prepare written specifications and Contract Documents based on the City of Marshalltown Storm and Sanitary Sewer Specifications and City of Marshalltown Standard Contract Documents. The Contract Documents will likely consist of Notice to Bidders, Proposal Form, Bid Bond, Performance, Payment, and Maintenance Bonds, Supplementary Conditions, Technical Specifications, and Project Works Lists and Drawings. Drawings created to convey project locations will be 11" x 17" or smaller, to be bound into the project manual. City base mapping and GIS information will be the basis of the project location drawings.

Locations of sanitary sewers and manholes to be lined will be depicted graphically. Additional information regarding pipe sizes and segment lengths for lining will be presented in tabular format. Detailed traffic control plans for each project location will not be prepared, but contract language will require the contractor to provide traffic control in accordance with Iowa DOT Standards and the Manual on Uniform Traffic Control Devices.

Estimate of Quantities and Opinion of Probable Construction Costs

Tabulate project quantities and prepare an Opinion of Probable Construction Costs for the planned improvements. Cost opinion will be based on engineering judgment and recent bids received for similar types of work.

Permitting

An Iowa DNR Wastewater Construction Permit is not required for this type of project.

TASK 440 – BIDDING PHASE SERVICES

Assist the City with advertising and distribution of bidding documents.

- a) Create a Notice of Hearing and Letting and provide to the City for publication.
- b) Distribute plans, specifications and bid documents to prospective bidders in accordance with Iowa Code. FOX will use an electronic plan service for distribution of an unlimited number of contract documents. Hard copies will be provided at no charge to those unable to use the electronic method of distribution.
- c) Maintain a plan holders list.
- d) Answer contractor questions and prepare clarification or additional language for addendum, if necessary.
- e) Assist the City with bid opening and tabulation of bids. FOX will provide an analysis of bids and recommendations.
- f) Prepare construction contract forms to be executed by the contractor and City.

SUPPLEMENTAL SERVICES

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

FOX Engineering provides a full range of services that include the following:

Topographic and Legal Surveying, Geotechnical Engineering and Material Testing, Structural Engineering, Municipal/Civil Engineering, Traffic Planning and Transportation Engineering, and Environmental Services.

(End of Exhibit A)

**EXHIBIT B
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Marshalltown, Iowa
Engineer: FOX Engineering Associates, Inc.
Project Number & Name: 59015011 – 2015 Sanitary Sewer Televising Project

COMPENSATION - Payments to ENGINEER for Services and Reimbursable Expenses

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

B1.01 Compensation For Basic Services

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

1. Fees in the amount of \$33,200 on the following assumed distribution of compensation:

Task 420 - Final Design, Plans, Specifications and Preparation of Contract Documents...fixed fee \$30,000
Task 440 - Bidding Phase Services...fixed fee \$3,200

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

B1.04 Compensation Procedures

- A. Payments shall be made monthly in amounts which are consistent with the amount of engineering services provided, as determined by the Engineer.
- B. The entire amount of each statement shall be due and payable upon receipt by the Owner.
- C. It is understood and agreed:
- a. That the Engineer shall start the performance of the Services within 10 days of receipt of a notice to proceed and shall complete the work in accordance with the contract times set forth in the Exhibit E, Project Schedule.
 - b. That the Engineer shall keep records on the basis of generally accepted accounting practice of costs and expenses which records shall be available for inspection at all reasonable times.

(End of Exhibit B)

**EXHIBIT C
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Marshalltown, Iowa
Engineer: FOX Engineering Associates, Inc.
Project Number & Name: 59015011 – 2015 Sanitary Sewer Televising Project

Owner's Responsibilities

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

A. Make available to the Engineer all records, reports, maps, and other data pertinent to provision of the services required under this contract.

B. Examine all plans, specifications and other documents submitted by the Engineer and render decisions promptly to prevent delay to the Engineer.

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

C. Designate one City of Marshalltown employee as the Owner representative with the respect to all services to be rendered under this Agreement. This individual shall have the authority to transmit instructions, receive information and to interpret and define the Owner's policies and decisions pertinent to the Engineer's services.

D. Issue notices to the Engineer for each phase of the design services.

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

E. Arrange for access to and make provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

F. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer and render in writing timely decisions pertaining thereto.

G. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

H. Provide, as required for the Project:

1. Placement and payment for advertisement for Bids in appropriate publications.
2. Reimburse Engineer for production and shipping costs associated with providing plans and specifications to prospective bidders, including electronic distribution.

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

(End of Exhibit C)

**EXHIBIT D
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Marshalltown, Iowa
Engineer: FOX Engineering Associates, Inc.
Project Number & Name: 59015011 - 2015 Sanitary Sewer Televising Project

Supplemental Agreements

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

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

EXHIBIT E**Project Number & Name: 59015011 – 2015 Sanitary Sewer Televising Project****Project Schedule**

ITEM	DATE	COMMENTS
PROJECT INITIATION	April 2015	
PROJECT TO COUNCIL	April 27, 2015	Council Discussion
PLANS, SPECS., CONTRACT & ESTIMATE OF COST ON FILE	May 11, 2015	Plans completed by FOX.
RESOLUTION ORDERING CONSTRUCTION & SETTING HEARING	May 11, 2015	Regular Council Meeting (2 nd Monday)
NOTICE TO BIDDERS	May 12, 2015	Notice of Hearing & Letting
NOTICE OF HEARING ON PLANS & SPECS.	May 12, 2015	Notice of Hearing & Letting
A) DATE PUBLISHED	5/15 to 5/30	Range of acceptable dates
B) HEARING DATE	May 25, 2015	Regular Council Meeting
RESOLUTION APPROVING PLANS & SPECS. AFTER HEARING	May 25, 2015	Regular Council Meeting
BID OPENING DATE	June 4, 2015	In office opening.
RESOLUTION ACCEPTING BIDS AND AWARDED CONTRACT	June 8, 2015 June 22, 2015	Council Discussion Council Meeting
RESOLUTION APPROVING CONTRACT & BOND	July 13, 2015	Council Meeting
PRE-CONSTRUCTION MEETING	July/August 2015	At WWTP
PROJECT START DATE	July/August 2015	Suggested start
COMPLETION DATE	Nov. 15, 2015	Substantial/ Final would be December 31, 2015
RESOLUTION ACCEPTING CERTIFICATE OF COMPLETION & PROJECT	Dec. 14, 2015	Regular Council Meeting



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

May 19, 2015

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

From: Justin Nickel
Director of Public Works

Re: Agreement – Clapsaddle-Garber Associates, Inc. for engineering services for 2015 South 18th Avenue Improvements (76015011)

Policy Issue: City policy requires Governing Body approval of Agreements when consideration exceeds \$35,000. The aggregate total of the CGA contract will exceed \$35,000 when construction services are added via amendment to this contract.

Recommendation: Staff recommends approving the Agreement with CGA for design of the 2015 South 18th Avenue Improvements project for a fee not to exceed \$18,981. CGA's services include planning, engineering design, construction documents and bidding phase services. The project consists of constructing turnlanes on South 18th Avenue at the entrance locations for the Menard's Distribution Facility.

Background: These turn lanes were deemed necessary for the new Menard's facility after the completion of a traffic study/

Budget Impact: The project will be funded 50/50 by a RISE grant from the Iowa DOT and the developer.

Attachment: Agreement.

cc: Randy Wetmore, City Administrator

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



RESOLUTION APPROVING ENGINEERING SERVICES CONTRACT
FOR SOUTH 18TH AVENUE IMPROVEMENTS (MENARDS)
IN THE CITY OF MARSHALLTOWN, IOWA,
BEING PROJECT NUMBER 76015011

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

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

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

Section 1. That the contract for Engineering Services for the South 18th Avenue Improvements (Menards) Project in the amount of \$18,981.00, be accepted and approved.

Passed this 8th day of June 2015, and signed this ____ day of June 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Engineering Services Agreement

This AGREEMENT made as of the ____ day of _____, 2015, by and between the **City of Marshalltown**, hereinafter called the OWNER, and **Clapsaddle-Garber Associates, Inc.**, a corporation legally formed under the provisions of Chapter 496A of the 1966 Code of Iowa, hereinafter called the ENGINEER.

WHEREAS, the OWNER desires to construct turnlanes on South 18th Avenue at the entrance locations for the Menard's Distribution Facility.

WHEREAS, the OWNER requires professional engineering services from the ENGINEER for the project described as **2015 South 18th Avenue Improvements**.

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

The Engineer shall secure and maintain such insurance as will protect him from claims under the workmen's compensation acts and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this Agreement.
 - b. SCOPE OF ENGINEERING SERVICES: The Engineer shall perform those tasks described in Attachment A - Scope of Engineering Services.
 - c. TIME SCHEDULE FOR EXECUTION OF ENGINEERING SERVICES: The Engineer acknowledges the importance to the Owner of the project schedule and agrees to put forth reasonable efforts in performing the service with due diligence under this Agreement. Preliminary Design shall commence in May of 2015 with a planned bid letting in the late summer / fall of 2015 and construction in fall of 2015. This schedule is highly dependent on IDOT, IDNR, and Army Corp of Engineer's review and permitting processes. The Owner understands, however, that the Engineer's performance must be governed by sound professional practices and will be affected by outside influences beyond the Engineer's control.
 - d. ADDITIONAL SPECIAL SERVICES: If authorized in writing by Owner, Engineer shall furnish or obtain from others, Additional Special Services not described in the scope of services

included in this Agreement. The scope of the Additional Special Services and the related cost shall be negotiated as the need arises.

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

- a. ACCESS TO THE WORK: The Owner shall guarantee access to and make all provisions for the Engineer to enter upon public lands as required for the Engineer to perform such work as surveys and site visits in the development of the Project. The Engineer will contact private property owners for permission of entry to private lands.
- b. CONSIDERATION OF THE ENGINEER'S WORK: The Owner shall give thorough consideration to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Engineer, and shall inform the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.
- c. LEGAL REQUIREMENTS: The Owner shall hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the Project, and pay all costs incidental thereto.
- d. INFORMATION PROVIDED BY OTHERS: The Owner shall furnish, at the Owner's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Engineer may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

3. THE OWNER'S PAYMENTS TO THE ENGINEER:

a. GENERAL

- (1) Abandoned or Suspended Work: If any work performed by the Engineer is abandoned or suspended in whole or in part, the Engineer shall be paid for costs incurred prior to receipt of written notice from the Owner of such abandonment or suspension, together with any terminal expenses resulting therefrom, and including a reasonable profit.
- (2) Payments to the Engineer shall be due and payable from monthly statements. Payments not received within thirty (30) days of the invoice date will be subject to an interest charge of eighteen (18%) percent per annum from the date of the invoice.

- b. PAYMENTS FOR DESIGN AND CONSTRUCTION SERVICES: The Owner shall pay the Engineer on an hourly rate basis in accordance with Attach C - Hourly Rate Schedule. The **total fee shall not exceed \$18,981.00** for Scope of Services described in Attachment A.

4. THE OWNER AND ENGINEER FURTHER AGREE to the following conditions:

- a. TERMINATION OF CONTRACT: The Owner may, by written notice, terminate this contract in whole or in part at any time, either for the Owner's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Owner.

If the termination is for the convenience of the Owner, an equitable adjustment in the contract price shall be made including termination expenses, but no amount shall be allowed for anticipated profit on unperformed services.

If, after notice of termination for failure to fulfill contract obligations, it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the Owner. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

The rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

- b. DISPUTE RESOLUTION: In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and Engineer agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.
- c. OWNERSHIP OF DOCUMENTS: All documents including plans and specifications prepared by the Engineer pursuant to this Agreement are instruments of service in the Project. They are not intended or represented to be suitable for reuse by the Owner or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Engineer for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the Engineer; and the Owner shall indemnify and hold harmless the Engineer from all claims, damages, losses and expenses including attorney' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the Engineer to further compensation at rates to be agreed upon by the Owner and Engineer. The Engineer will provide the Owner a set of reproducibles for use in the Owner's preparation of record drawings.

- d. OPINION OF PROBABLE COST: Statements of probable construction costs and detailed cost estimates prepared by the Engineer represent his judgment as a design professional familiar with the construction industry. It is recognized, however, that the Engineer has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the Engineer does not guarantee that any actual cost will not vary from any cost estimate prepared by the Engineer.
- e. JOBSITE SAFETY: Neither the professional activities of the Engineer, nor the presence of the Engineer's employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety.
- f. CERTIFICATE OF MERIT: The Owner shall make no claim (whether directly, in the form of a third-party claim, or for indemnity) against the Engineer unless the Owner shall have first provided the Engineer with a written certification executed by an independent Engineer licensed in Iowa to practice in the same discipline as the Engineer specifying those acts or omissions which the certifier contends constitutes a violation of the standard of care expected of an Engineer performing professional services under similar circumstances and upon which the claim will be premised. Such certification shall be provided to the Engineer thirty (30) days prior to the presentation of, and shall be a precondition to any such claim or the institution of, any arbitration or judicial proceeding.
- g. CONSTRUCTION OBSERVATION: The Engineer or his designee shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Owner and the Engineer, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Engineer, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, the Engineer shall keep the Owner informed about the progress of the Work, and shall endeavor to guard the Owner against deficiencies in the Work. If the Owner desires more extensive project observation or fulltime project representation, the Owner shall request that such services be provided by the Engineer as Additional Services in accordance with the terms of this Agreement.

The Engineer shall not supervise, direct or have control over the Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or

employees of any of them. The Engineer does not guarantee the performances of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

5. SUCCESSORS AND ASSIGNS: This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Engineer respectively and his partners, successors, assigns, and legal representatives. Neither the Owner nor the Engineer shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.
6. SHOP DRAWING REVIEW: The Engineer shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Engineer's review shall be conducted with reasonable promptness while allowing sufficient time in the Engineer's judgment to permit adequate review. Review of a specific item shall not indicate that the Engineer has reviewed the entire assembly of which the item is a component. The Engineer shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Engineer in writing by the Contractor. The Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.
7. ATTACHMENTS: The following attachments are included as part of this Agreement.
 - Attachment A - Scope of Engineering Services
 - Attachment B - Turnlane Exhibits

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

OWNER:

City of Marshalltown, Iowa

By: _____

Title: Mayor

ENGINEER:

Clapsaddle-Garber Associates, Inc.

By: _____

Title: Project Manager

ATTESTED BY:

Title: City Clerk

**ATTACHMENT A
TO
ENGINEERING SERVICES AGREEMENT**

Owner:	City of Marshalltown, Iowa
Engineer:	Clapsaddle-Garber Associates, Inc.
Project Number:	CGA# 5531

SCOPE OF SERVICES

Basic Services

Project Description: The Engineer will conduct a topographic survey and prepare construction plans for the left turn lane construction along South 18th Avenue related to the Menard's Distribution Facility.

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

Task 1.0 – Preliminary and Final Design

- 1.1 Survey and Mapping of Existing Conditions: Establish alignment, re-establish street right-of-way, set control points, and collect topography and cross section data for development of the detailed plans for the proposed improvements. The extents of the survey shall be sufficient to develop an Existing Conditions Drawing to be used in the project. Visible inspections shall also be performed on existing sewer structures to determine condition and serviceability. The Iowa One Call Design Locate process will be utilized in an attempt to identify locations of existing underground utility facilities.
- 1.2 Preparation of Drawings: It is anticipated that the detailed plan drawings will consist of a cover sheet; general construction information; bid items, quantities and descriptions; typical detail sheets; typical section sheets; site topography/existing conditions; pollution prevention plan; storm sewer plan & profile sheets; street plan & profile sheets; utility relocation/adjustment sheet and cross section sheets. Drawings shall be developed for submittal to the City for review at the following levels of detail: Preliminary Drawings; 90% Construction Drawings; Final Construction Drawings, as well as submitted to the Iowa DOT for design review and approval.
- 1.3 Construction Specifications and Contract Documents: Prepare written specifications using the Iowa Statewide Urban Design Standards for Public Improvements (SUDAS) and any City of Marshalltown Supplemental Specifications. Prepare contract bid documents consisting of Notice of Hearing and Letting, Information for Bidders, Form of Proposal, Form of Bid Bond, Form of Contract, Project Insurance Requirements, and Form of Performance, Payment and Maintenance Bond, and Targeted Small Business forms as required by the Iowa DOT for local letting.
- 1.4 Permits: Prepare and submit plans and documentation required for obtaining coverage under NPDES General Permit No. 2 from the Iowa DNR, including the initial Stormwater Pollution Prevention Plan (SWPPP) that is to be utilized during construction.
- 1.5 Meeting and Consultation: Conduct and document meetings with City of Marshalltown staff and City Council to communicate and coordinate preparation of the plan. Weekly progress meetings with the City Staff shall be scheduled during the design process. Utility companies will be invited to at least one progress meeting to review preliminary plans.
- 1.6 Tabulate Quantities/Opinion of Probable Cost: Based on final design plans and specifications, tabulate bid quantities for use in bidding, monitoring and payment for construction work, and prepare an opinion of probable construction costs.

Task 2.0 – Advertising/Bidding/Contract Award

- 2.1 Advertisement & Distribution of Bidding Documents: CGA shall assist the City with the advertising and distribution of the bidding documents. CGA shall prepare the Notice of Hearing and Letting utilizing the City's standard format. The City shall handle the publicizing of said Notice. CGA shall accept orders and distribute the contract documents to prospective bidders and shall maintain the plan holders list. The plan deposits shall be charged and handled in accordance with Iowa Code.
- 2.2 Bid Opening and Award: Assist the City in securing and opening of bid proposals. Provide tabulation and analysis of bids. Assist the City in preparing signatory copies of the construction contract. Coordinate review of bids submitted and corresponding documents to the Iowa DOT for review.

Task 3.0 – Construction Phase Engineering Services

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

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

3.2 Provide construction administration services.

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

Taks 4.0 - Funding Administration / Project Closeout

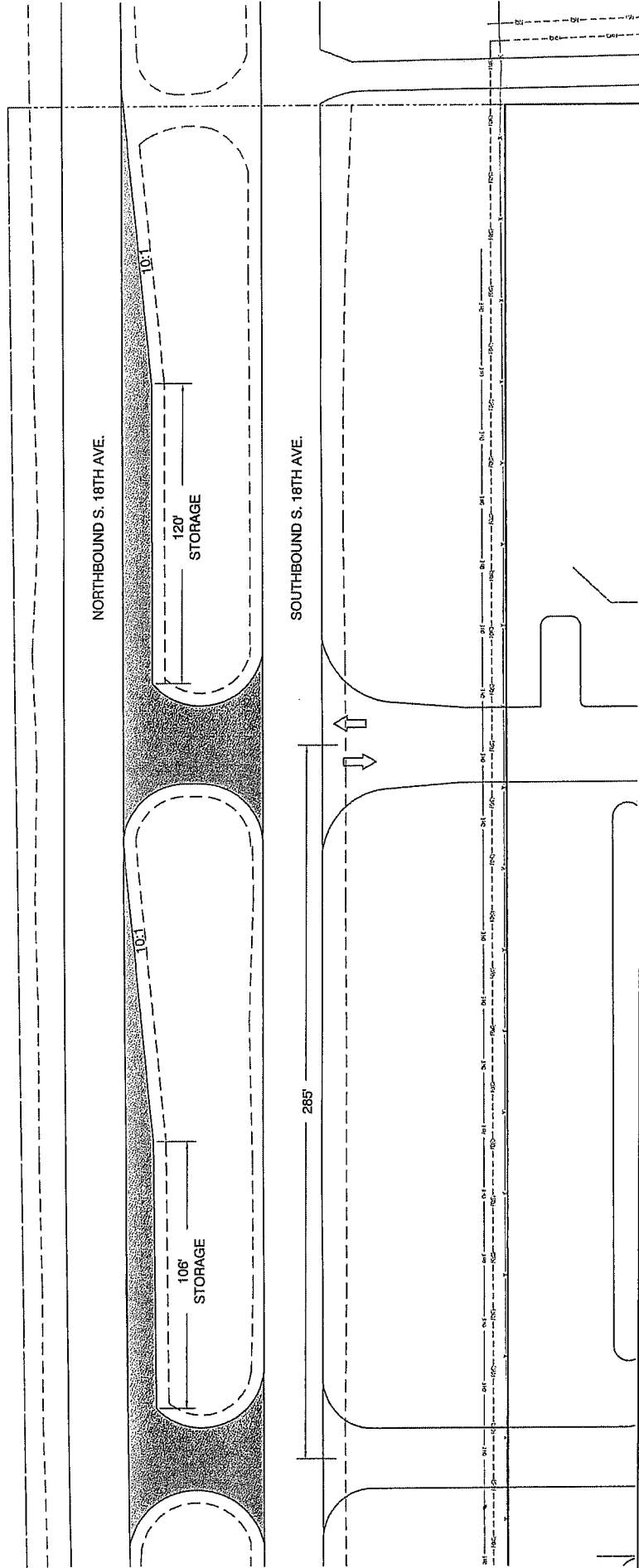
- 4.1 CGA will coordinate project activity with the Iowa Department of Transportation (Iowa DOT) Office of Local Systems, or other departments as required by the RISE Funding.
- 4.2 CGA will prepare State or Federal funding requests for reimbursements and submit those to the City for review and approval. CGA will then submit those requests to the appropriate departments at the Iowa DOT for processing.
- 4.3 CGA will prepare required Iowa DOT project documents for formal project closeout. CGA will attend required meetings with Iowa DOT departments in preparation of project audit, and coordinate the audit with appropriate Iowa DOT personnel.

SUPPLEMENTAL SERVICES

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

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

ITEM E



GRAPHIC SCALE		0 20 40 60	
72	REVISION	BY	DATE
60	DATE	BY	DATE
48	DATE	BY	DATE
36	DATE	BY	DATE
24	DATE	BY	DATE
12	DATE	BY	DATE
0	DATE	BY	DATE
CGA Citywide Graphic Association, Inc. 1000 West 10th Street Des Moines, Iowa 50319 Phone: 515-281-1111 Fax: 515-281-1112			
DESIGNED		DATE	DATE
DRAWN		DATE	DATE
CHECKED		DATE	DATE
APPROVED		DATE	DATE
MIDWEST MANUFACTURING		TURNING LANE	
MARSHALLTOWN, IOWA		PROJECT NO. 5531	
		SHEET NO. 1	



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

May 19th, 2014

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

From: Justin Nickel
Director of Public Works

Re: Amend Engineering Service agreement with Stanley Consultants, Project #
52012006 – Sanitary Sewer Rate Study.

Policy Issue: City policy requires all amendments to engineering service agreements be approved and reported in the same manner as the original agreement.

Recommendation: Staff recommends approving the amendment to the engineering service agreement with Stanley Consultants for \$20,900.00 to establish new Sanitary Sewer Rates.

Background: The project consists of preparing an update to the city's wastewater rate study. The goal is to establish rates to cover necessary Wastewater Utility operations, maintenance, and overhead costs, maintain a sufficient operation balance, and provide adequate funding for capital improvement projects.

Budget Impact: The rate study will be funded out of the Water Pollution Control operating expense budget.

Attachment: Amend Engineering Service Agreement #3

cc: Randy Wetmore, City Administrator

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



RESOLUTION APPROVING AGREEMENT AMENDMENT NO. 3 BY
AND BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND
STANLEY CONSULTANTS, INC. FOR ENGINEERING SERVICES
FOR SANITARY SEWER RATE STUDY,
BEING PROJECT NO. 52012006 IN THE AMOUNT OF \$20,900.00

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed agreement amendment number 3, in the amount of \$20,900.00 dollars, by and between the City of Marshalltown, Iowa, and Stanley Consultants, Inc. relative to providing additional engineering services for the Sanitary Sewer Rate Study Project, Being Project No. 52012006.

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 agreement amendment number 3 by and between the City Of Marshalltown, Iowa and Stanley Consultants, Inc. relative to Storm Water Utility Rate Project, in the amount of \$20,900.00 dollars, being Project No. 52012006, is hereby 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 said City.

Passed this 8th day of June, 2015, and signed this _____ day of June, 2015.

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



WASTEWATER RATE STUDY-UPDATE SCOPE OF SERVICES

I. GENERAL

This project consists of preparing an update to the City of Marshalltown (Client) Wastewater Rate Study. The goals of the study are to establish rates to cover necessary Wastewater Utility operations, maintenance, and overhead costs, maintain a sufficient operating balance, and provide adequate funding for capital improvement projects.

II. BASIC SERVICES

A. Kick-Off Meeting. Meet with Client to discuss project goals and objectives. Scope and fee is based on discussing both Wastewater and Storm Water Rate Studies at the same meeting.

B. Stanley Consultants agrees to provide the following services for the **Wastewater Rate Study Update**.

1. Data Collection. Prepare a data request and submit to Client. Data files will be provided in Microsoft Excel format. Data that will be provided by the Client includes:
 - a. Current Wastewater Utility rate ordinance.
 - b. Billing quantities (number of customers; number of processed billings; volume of water usage; and industrial metered wastewater and billed SS, BOD, and TKN) for past three years.
 - c. Financial audit reports for past three years showing revenues and expenses for the Wastewater Utility Fund and any current fiscal year budget and year-to-date financial reports.
 - d. All debt service payment schedules for capital improvements.
 - e. Balance of Operating Fund and all Reserve Funds.
 - f. Five-year proposed capital improvement plan and budgets.
2. Determine Current Usage and Project Usage Quantities. Determine current usage and billing characteristics for each customer class using historical data. The information will include number of domestic strength customers and volume of metered water usage; and industrial metered wastewater and measured suspended solids (SS), biochemical oxygen demand (BOD), and Total Kjeldahl Nitrogen (TKN). Summarize historical data for past three years. Project billing quantities for five years.
3. Review and Project Revenue Requirements. Review three years of historical data and one year of budget data. Data will include revenues, nonoperating revenue, operation and maintenance expenses, debt service payments, and capital improvement expenses. Project revenue to be funded from rates for five years.
4. Conduct Cost-of-Service Analysis. Conduct a cost-of-service analysis by assigning expenses (costs) to various wastewater utility functions such as operation and maintenance, debt service and other disbursements. The wastewater utility's costs for providing service will be allocated to the appropriate services including volume, capacity, SS, BOD, TKN, customer billing, customer, and industrial. Cost-of-Service analysis will be based on expense allocations developed in the previous rate study. Calculate unit rates for both User Charge and Capital Financing Charge. Then combine unit rates to develop composite rates for the base charge and flow charge for City Contributors and Industrial pretreated waste, and SS, BOD, and TKN Surcharge. Conduct analysis for each of the next five years to determine rates needed to fund projected operating and capital expenses, and debt service.



5. Design Wastewater Rate. Design a rate structure with phased-in rates over the five-year study period.

Deliverable: Rate results to Client for review.

6. Discuss Proposed Rates. Telephone conference with Client to discuss proposed rates and incorporate any changes to the rate structure.
7. Prepare Draft Report. The report will summarize the assumptions, approach, and recommendations of the Cost-of-Service Analysis and Rate Design Study. In addition, the draft report will include:
 - a. Rate analysis spreadsheets that document the billing quantities, revenues and expenses, fund reserve balances, unit cost-of-service analysis and rate design.
 - b. Bill comparisons with proposed rates versus existing rates for typical ranges of customer use.
 - c. Comparison of proposed rates with rates of other local similar utilities.
 - d. Recommended procedures for implementing and updating rates to reduce rate increase impact.
 - e. Frequently asked customer questions that City Council members should expect in regards to wastewater rate adjustments.

Deliverable: Electronic copy of draft report to Client for review.

8. Meet to Review Draft Report. Meet, by conference call, with Client staff to review draft report.
9. Prepare Final Report. Incorporate any mutually-agreed-to changes into the final report. Finalize report and recommendations.

Deliverable: Two (2) copies and one electronic PDF file of the final report to Client.

10. Present Results. Present Cost-of-Service Analysis and wastewater rate recommendations at one City Council meeting.

III. ADDITIONAL SERVICES

The following Additional Services are not included in Basic Services and are at CLIENT'S option. These services, if exercised by CLIENT and agreed to by CONSULTANT, shall be paid for in addition to compensation for Basic Services. CONSULTANT is not authorized to proceed with performance of any Additional Services unless they are duly authorized by CLIENT.

- A. Attend additional meetings beyond what has been identified in Basic Services.
- B. Evaluate additional rate study scenarios beyond what has been identified in Basic Services.
- C. Update utility ordinances.
- D. Conduct public outreach and educational seminars.



WASTEWATER RATE STUDY UPDATE FEES AND PAYMENT

1. Compensation for BASIC SERVICES:

Compensation for the BASIC SERVICES performed by CONSULTANT in accordance with Scope of Services shall be a lump-sum amount of \$20,900.00.

2. Compensation for ADDITIONAL SERVICES:

Compensation for ADDITIONAL SERVICES shall be on an HOURLY basis for DIRECT LABOR PLUS REIMBURSABLE EXPENSES, in accordance with the current "*Hourly Fees and Charges Fiscal Year 2015-2016*" (Form BC_C 15-16).



SUPPLEMENTAL AGREEMENT NO. 3

This Supplemental Agreement, made and entered into by and between STANLEY CONSULTANTS, INC (Consultant) and CITY OF MARSHALLTOWN (Client) amends their agreement of February 27, 2012, for Consultant to provide services to the Client for the Wastewater Rate Study Update Project, as follows:

Scope of Services

This project consists of preparing an update to the City of Marshalltown (Client) Wastewater Rate Study. The goals of the study are to establish rates to cover necessary Wastewater Utility operations, maintenance, and overhead costs, maintain a sufficient operating balance, and provide adequate funding for capital improvement projects (see attached Scope of Services).

Time of Beginning and Completion

May 27, 2015 - December 31, 2015

Fees and Payments

\$20,900.00 (see attached Fees and Payments)

Except as specifically amended by this Supplemental Agreement, all the terms and conditions of the original Agreement dated February 27, 2012, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Supplemental Agreement to be executed on the date below indicated.

STANLEY CONSULTANTS, INC

CITY OF MARSHALLTOWN

By: *Daniel R. Fullerton*
Daniel R. Fullerton
Project Principal

By: _____

Date: 5-18-2015

Date: _____

Attest:

Attest:

By: *Sabrina J. Krichel*
Sabrina J. Krichel

By: _____



Stanley Consultants

HOURLY FEES AND CHARGES

Fiscal Year 2015-2016

- I. Compensation for office-based personnel in the contiguous United States for time in the performance of the work shall be in accordance with the following Hourly Fees:

Classification	Hourly Fee	Classification	Hourly Fee	Classification	Hourly Fee
BC-1	37.00	BC-11	123.00	BC-21	237.00
BC-2	45.00	BC-12	134.00	BC-22	250.00
BC-3	54.00	BC-13	145.00	BC-23	263.00
BC-4	62.00	BC-14	156.00	BC-24	276.00
BC-5	70.00	BC-15	166.00	BC-25	290.00
BC-6	79.00	BC-16	177.00	BC-26	305.00
BC-7	87.00	BC-17	189.00	BC-27	318.00
BC-8	95.00	BC-18	200.00	BC-28	405.00
BC-9	104.00	BC-19	212.00		
BC-10	113.00	BC-20	225.00		

Travel time in the interest of the work and away from the assigned office, either local or intercity, will be charged in accordance with the foregoing schedule. When traveling by public carrier, the maximum charge will be eight hours per day.

- II. Compensation for items of expense and other charges incurred in connection with the performance of the work shall be in accordance with the following schedule:

Automobile	\$0.65/mile
Automobile Assigned to Project Site	\$46.00/cal. day
Four-Wheel Drive Vehicles	\$0.80/mile
Four-Wheel Drive Vehicles Assigned to Project Site	\$56.00/cal. day
Ground Transportation (rental car, taxi, etc.)	At Cost Plus 10%
Air Travel (commercial and charter)	At Cost Plus 10%
Living Expenses (away from assigned office)	At Cost Plus 10%
Telephone and Facsimile	At Cost Plus 10%
Equipment Rental	At Cost Plus 10%
Laboratory Work	At Cost Plus 10%
Soils Testing and Analysis	At Cost Plus 10%
Outside Photographic Work	At Cost Plus 10%
Duplicating Work	At Cost Plus 10%
Technical Testing and Surveying Equipment	(schedule supplied upon request)
	(schedule supplied upon request)

- III. Compensation for purchases, items of expense, and other charges not scheduled above, incurred in connection with the performance of the work, shall be at cost plus 10%.
- IV. Interest at the rate of 1½% per month will be charged on invoices not paid within 30 days.
- V. Charges are subject to revision on or after March 26, 2016.



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

May 19th, 2014

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

From: Justin Nickel
Director of Public Works

Re: Amend Engineering Service agreement with Stanley Consultants, Project # 29112011- Stormwater Utility Rate Study.

Policy Issue: City policy requires all amendments to engineering service agreements be approved and reported in the same manner as the original agreement.

Recommendation: Staff recommends approving the amendment to the engineering service agreement with Stanley Consultant for \$19,000.00 to establish new Stormwater Utility Rates.

Background: The project consists of preparing an update to the City's storm water rate study. The goal is to establish new rates to cover storm water utility operations, maintenance, and overheads costs, maintain a sufficient operating balance, and provide adequate funding for capital improvement projects.

Budget Impact: The rate study will be funded out of the Storm Water Utility budget.

Attachment: Amend Engineering Service Agreement #1

cc: Randy Wetmore, City Administrator

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



RESOLUTION APPROVING AGREEMENT AMENDMENT NO. 1 BY
AND BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND
STANLEY CONSULTANTS, INC. FOR ENGINEERING SERVICES
FOR STORM WATER UTILITY RATE STUDY,
BEING PROJECT NO. 29112011 IN THE AMOUNT OF \$19,000.00

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed agreement amendment number 1, in the amount of \$19,000.00 dollars, by and between the City of Marshalltown, Iowa, and Stanley Consultants, Inc. relative to providing additional engineering services for the Storm Water Utility Rate Study Project, Being Project No. 29112011.

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 agreement amendment number 1 by and between the City Of Marshalltown, Iowa and Stanley Consultants, Inc. relative to Storm Water Utility Rate Project, in the amount of \$19,000.00 dollars, being Project No. 29112011, is hereby 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 said City.

Passed this 8th day of June, 2015, and signed this _____ day of June, 2015.

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



SUPPLEMENTAL AGREEMENT NO. 1

This Supplemental Agreement, made and entered into by and between STANLEY CONSULTANTS, INC. (Consultant) and CITY OF MARSHALLTOWN (Client) amends their agreement of July 23, 2012, for Consultant to provide services to the Client for the Storm Water Rate Study Update Project, as follows:

Scope of Services

This project consists of preparing an update to the City of Marshalltown (Client) Storm Water Rate Study. The goals of the study are to establish rates to cover necessary Storm Water Utility operations, maintenance, and overhead costs, maintain a sufficient operating balance, and provide adequate funding for capital improvement projects (reference attached Scope of Services).

Time of Beginning and Completion

May 27, 2015 - June 30, 2016

Fees and Payments

\$19,000.00 (reference attached Fees and Payments)

Except as specifically amended by this Supplemental Agreement, all the terms and conditions of the original Agreement dated July 23, 2012, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Supplemental Agreement to be executed on the date below indicated.

STANLEY CONSULTANTS, INC.

CITY OF MARSHALLTOWN

By:

Daniel R. Fullerton
Daniel R. Fullerton, P.E.
Project Principal

By: _____

Date:

5-18-2015

Date: _____

Attest:

Attest: _____

By:

Sabrina J. Krichel
Sabrina J. Krichel

By: _____



STORM WATER RATE STUDY UPDATE SCOPE OF SERVICES

I. GENERAL

This project consists of preparing an update to the City of Marshalltown (Client) Storm Water Rate Study. The goals of the study are to establish rates to cover necessary Storm Water Utility operations, maintenance, and overhead costs, maintain a sufficient operating balance, and provide adequate funding for capital improvement projects.

II. BASIC SERVICES

A. Kick-Off Meeting. Meet with Client to discuss project goals and objectives. Scope and fee is based on discussing both Wastewater and Storm Water rate studies at the same meeting.

B. Stanley Consultants agrees to provide the following services for the **Storm Water Rate Study Update**.

1. Data Collection. Prepare a data request and submit to Client. Data files will be provided in Microsoft Excel format. Data that will be provided by the Client includes:
 - a. Current Storm Water Utility rate ordinance.
 - b. Number of parcels by tier and class for past three years.
 - c. Financial audit reports for past three years showing revenues and expenses for the Storm Water Utility Fund and any current fiscal year budget and year-to-date financial reports.
 - d. All debt service payment schedules for capital improvements.
 - e. Balance of Operating Fund and all Reserve Funds.
 - f. Five-year proposed capital improvement plan and budgets.
2. Determine Current and Projected Quantities. Review quantities for each customer class using historical data. This information will include number parcels by tier and class. Summarize historical data for past three years. Project billing quantities for five years.
3. Review and Project Revenue Requirements. Review three years of historical data, and one year of budget data. Data will include revenues, nonoperating revenue, operation and maintenance expenses, debt service payments, and capital improvement expenses. Project revenue to be funded from rates for five years.
4. Conduct Rate Analysis. Conduct a rate analysis to determine cost for providing service. Calculate rates for residents with parcels less than 2 acres and rates for each parcel size tier. Conduct analysis for each of the next five years to determine rates needed to fund projected expenses. Design a rate structure with phased-in rates over five years.

Deliverable: Rate results to Client for review.

5. Discuss Proposed Rates. Telephone conference with Client to discuss proposed rates and incorporate any changes to the rate structure.
6. Prepare Draft Report. The report will summarize the assumptions, approach, and recommendations of the Cost-of-Service analysis and rate design study. In addition, the report will include:
 - a. Rate analysis spreadsheets that document the billing quantities, revenues and expenses, fund reserve balances, rate analysis rate design.



- b. Bill comparisons with proposed rates versus existing rates for each parcel size tier.
- c. Comparison of proposed rates with rates of other Iowa Storm Water utilities.
- d. Frequently asked customer questions that City Council members should expect in regards to Storm Water rate adjustments.

Deliverable: Electronic copy of draft report to Client for review

- 7. Meet to Review Draft Report. Meet, by conference call, with Client staff to review draft report.
- 8. Prepare Final Report. Incorporate any mutually-agreed-to changes into the Final report. Finalize report and recommendations.

Deliverable: Two (2) copies and one electronic PDF file of the final report to Client.

- 9. Present Results. Present storm water rate recommendations at one City Council meeting.

III. ADDITIONAL SERVICES

The following Additional Services are not included in Basic Services and are at CLIENT'S option. These services, if exercised by CLIENT and agreed to by CONSULTANT, shall be paid for in addition to compensation for Basic Services. CONSULTANT is not authorized to proceed with performance of any Additional Services unless they are duly authorized by CLIENT.

- A. Attend additional meetings beyond what has been identified in Basic Services.
- B. Evaluate additional rate study scenarios beyond what has been identified in Basic Services.
- C. Update utility ordinances.
- D. Conduct public outreach and educational seminars.
- E. Delineate and measure impervious areas for any additional parcels not already measured.



STORM WATER RATE STUDY UPDATE FEES AND PAYMENT

1. Compensation for BASIC SERVICES:

Compensation for the BASIC SERVICES performed by CONSULTANT in accordance with Scope of Services shall be a lump-sum amount of \$19,000.00.

2. Compensation for ADDITIONAL SERVICES:

Compensation for ADDITIONAL SERVICES shall be on an HOURLY basis for DIRECT LABOR PLUS REIMBURSABLE EXPENSES, in accordance with the current "*Hourly Fees and Charges Fiscal Year 2015-2016*" (Form BC_C 15-16).



Stanley Consultants

HOURLY FEES AND CHARGES

Fiscal Year 2015-2016

- I. Compensation for office-based personnel in the contiguous United States for time in the performance of the work shall be in accordance with the following Hourly Fees:

Classification	Hourly Fee	Classification	Hourly Fee	Classification	Hourly Fee
BC-1	37.00	BC-11	123.00	BC-21	237.00
BC-2	45.00	BC-12	134.00	BC-22	250.00
BC-3	54.00	BC-13	145.00	BC-23	263.00
BC-4	62.00	BC-14	156.00	BC-24	276.00
BC-5	70.00	BC-15	166.00	BC-25	290.00
BC-6	79.00	BC-16	177.00	BC-26	305.00
BC-7	87.00	BC-17	189.00	BC-27	318.00
BC-8	95.00	BC-18	200.00	BC-28	405.00
BC-9	104.00	BC-19	212.00		
BC-10	113.00	BC-20	225.00		

Travel time in the interest of the work and away from the assigned office, either local or intercity, will be charged in accordance with the foregoing schedule. When traveling by public carrier, the maximum charge will be eight hours per day.

- II. Compensation for items of expense and other charges incurred in connection with the performance of the work shall be in accordance with the following schedule:

Automobile	\$0.65/mile
Automobile Assigned to Project Site	\$46.00/cal. day
Four-Wheel Drive Vehicles	\$0.80/mile
Four-Wheel Drive Vehicles Assigned to Project Site	\$56.00/cal. day
Ground Transportation (rental car, taxi, etc.)	At Cost Plus 10%
Air Travel (commercial and charter)	At Cost Plus 10%
Living Expenses (away from assigned office)	At Cost Plus 10%
Telephone and Facsimile	At Cost Plus 10%
Equipment Rental	At Cost Plus 10%
Laboratory Work	At Cost Plus 10%
Soils Testing and Analysis	At Cost Plus 10%
Outside Photographic Work	At Cost Plus 10%
Duplicating Work	At Cost Plus 10%
Technical Testing and Surveying Equipment	(schedule supplied upon request)
	(schedule supplied upon request)

- III. Compensation for purchases, items of expense, and other charges not scheduled above, incurred in connection with the performance of the work, shall be at cost plus 10%.
- IV. Interest at the rate of 1½% per month will be charged on invoices not paid within 30 days.
- V. Charges are subject to revision on or after March 26, 2016.

722

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT
FOR 2015 MILL AND OVERLAY PROJECT IN THE CITY OF MARSHALLTOWN,
IOWA BEING PROJECT NO. 76015004
IN THE AMOUNT OF \$XXXXXXX

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the 2015 Mill and Overlay Project, being Project No. 76015004, 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:

<u>Name and Address of Bidders</u>	<u>Amount of Bid</u>
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=====(XXXXXXX) 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 8th day of June 2015, and signed this ____ day of June 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



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

DEPARTMENT OF PUBLIC WORKS

May 19, 2015

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

From: Justin Nickel
Director of Public Works

Re: Accept Bids— 2015 Oil Mix Streets Overlay Project (760150005) No bids received

Policy Issue: None

Recommendation: None

Background: Bids were due May 19, 2015 at 10 a.m. No bids were received.

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

Attachment: None

cc: Randy Wetmore, City Administrator

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





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

May 19, 2015

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

From: Justin Nickel
Director of Public Works

Re: Award Construction Contract – 2015 Microsurfacing Project (760150003) No bids received

Policy Issue: None

Recommendation: None

Background: Bids were due May 14, 2015 at 10 a.m. No bids were received.

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

Attachment: None

cc: Randy Wetmore, City Administrator

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





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

May 21, 2015

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

From: Justin Nickel
Director of Public Works

Re: Award Construction Contract – Hay Construction, Inc. for WPCP Concrete Repair Phase II Project (520130017) amount of \$231,662.50.

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

Recommendation: Staff recommends awarding the construction contract to Con-struct Inc. for the Columbus and Crestview project for an amount equal to \$208,790.00. The Engineers Estimate of probable cost was \$190,500.00.

Background: Construction includes removal of delaminated and spalling concrete from the walls separating tanks, replacement of the deficient concrete and coating the new concrete with a waterproof, protective sealant.

Budget Impact: This project will be funded with sewer utility fees.

Attachment: Agreement.

cc: Randy Wetmore, City Administrator

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



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 \$208,790.00

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:

<u>Name and Address of Bidders</u>	<u>Amount of Bid</u>
Hay Construction Services, Inc. Marshalltown IA	\$208,790.00
Western Waterproofing Co. Inc. West Des Moines IA	\$308,306.20
Vector Construction Inc. Cedar Rapids IA	\$313,418.00
E&H Restoration, LLC Davenport IA	\$369,586.00

After consideration of all bids filed, there was determined by the Council that the bid of Hay Construction Services, Inc., 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 Hay Construction , 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 two hundred eight thousand seven hundred ninety and 00/100=====\$(\$208,790.00) 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 8th day of June 2015, and signed this ____ day of June 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

BID TABULATION

PROJECT NO. 52013017

Marshalltown Water Pollution Control Plant Concrete Repairs-Phase II

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	COST	Bidder: Hay Construction Services, Inc. Marshalltown, IA		Bidder: Western Waterproofing Company West Des Moines, IA		Bidder: Vector Construction Cedar Rapids, IA		Bidder: E & H Restoration Davenport, IA	
						UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Demolition - Existing Concrete Slab North Side	S.F.	850	\$5.10	\$4,400.00	\$6.24	\$5,303.00	\$10.01	\$8,508.50	\$4.00	\$3,400.00	\$9.00	\$7,650.00
2	Earthwork and Compacted Rock - Slab North Side	S.F.	850	\$11.00	\$9,350.00	\$13.24	\$11,254.00	\$12.32	\$10,472.00	\$13.00	\$11,050.00	\$15.00	\$12,750.00
3	6" Concrete Slab North Side	S.F.	850	\$12.00	\$10,200.00	\$12.53	\$10,648.00	\$11.81	\$10,038.50	\$15.00	\$12,750.00	\$21.00	\$17,850.00
4	New Concrete Topping Slabs - East Side of Aerator Tanks	S.F.	1,300	\$14.00	\$18,200.00	\$14.62	\$19,008.00	\$18.03	\$23,439.00	\$15.00	\$19,500.00	\$17.00	\$22,100.00
5	New Concrete Topping Slabs - East-West Interior Walls (3 Walls)	S.F.	1,570	\$28.00	\$43,960.00	\$29.86	\$46,873.00	\$64.32	\$100,982.40	\$40.00	\$62,800.00	\$84.00	\$131,880.00
6	New Concrete Topping Slabs - Aerator Tanks North Exterior Wall	S.F.	310	\$40.00	\$12,400.00	\$33.34	\$10,335.00	\$65.98	\$20,453.80	\$40.00	\$12,400.00	\$96.00	\$29,760.00
7	Crack & Spalling Repair - Repair Sides of Interior East-West Walkways	S.F.	1,110	\$7.00	\$7,770.00	\$7.07	\$7,850.00	\$46.90	\$52,059.00	\$100.00	\$111,000.00	\$30.00	\$33,300.00
8	Patch Larger Spalling Areas Inside Tank Walls (Approx. 4' x 4')	Each Area	6	\$410.00	\$2,500.00	\$553.33	\$3,320.00	\$1,452.66	\$8,715.96	\$2,000.00	\$12,000.00	\$2,920.00	\$17,520.00
9	Patch Smaller Spalling Areas Inside Tank (Approx. 4" x 4")	Each Area	130	\$10.00	\$1,300.00	\$5.14	\$668.00	\$114.05	\$14,826.50	\$80.00	\$10,400.00	\$71.00	\$9,230.00
10	Patch Existing Pipe Holes in Sides of Walkway	Each Hole	4	\$1,000.00	\$4,000.00	\$1,085.75	\$4,343.00	\$325.50	\$1,302.00	\$200.00	\$800.00	\$1,010.00	\$4,040.00
11	Fix Cracks in Side of Tank Walls	L.F.	75	\$12.00	\$900.00	\$16.71	\$1,253.00	\$84.56	\$6,342.00	\$50.00	\$3,750.00	\$15.00	\$1,125.00
12	Clean & Epoxy Coat & Cover with Mortar Exposed Rebar below (+9'-0")	Each Rebar	30	\$75.00	\$2,250.00	\$337.53	\$10,126.00	\$43.76	\$1,312.80	\$100.00	\$3,000.00	\$29.00	\$870.00
13	Power Wash Sides of Tank (From Top of Walls to (+8'-0"))	S.F.	12,800	\$2.00	\$25,600.00	\$2.03	\$26,015.00	\$0.29	\$3,712.00	\$0.50	\$6,400.00	\$0.85	\$10,880.00
14	Water Proof Sides of Tank (2 Coats - From Top of Walls to (+9'-0"))	S.F.	9,330	\$4.66	\$41,680.00	\$4.67	\$43,574.00	\$3.87	\$36,107.10	\$3.06	\$33,588.00	\$3.05	\$32,655.00
15	Existing Expansion Joints - Remove & Replace Expansion Joints & Caulk	L.F.	380	\$8.00	\$3,040.00	\$11.98	\$4,551.00	\$5.77	\$2,192.60	\$12.00	\$4,560.00	\$61.00	\$23,180.00
16	Sealing at New Expansion Joints	L.F.	210	\$7.00	\$1,470.00	\$9.35	\$1,963.00	\$5.68	\$1,192.80	\$12.00	\$2,520.00	\$48.00	\$10,080.00
17	Handrail - Remove & Reuse Existing Handrail North Wall	L.F.	92	\$10.80	\$1,000.00	\$13.38	\$1,231.00	\$64.97	\$5,977.24	\$25.00	\$2,300.00	\$33.00	\$3,036.00
18	East Walkways By Stairs - Epoxy Paint Existing Concrete with Slip Grit	S.F.	60	\$8.00	\$480.00	\$7.92	\$475.00	\$11.20	\$672.00	\$20.00	\$1,200.00	\$28.00	\$1,680.00
Project Totals					\$190,500.00		\$208,790.00		\$308,306.20		\$313,418.00		\$369,586.00



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

May 13, 2015

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

From: Steve Simons
Sewer Superintendent

Re: Equipment Purchase – FY 2014-2015 1 Ton Cab and Chassis Truck with Electric Hoist

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 1 Ton Dump Truck from Jensen Ford with installation of platform and hoist by Hawkeye Truck.

Background: The 2014-2015 CIP has money to replace a 1 Ton Dump Truck in the Sewer Department. The total budget for the truck is \$29,000. Staff requested quotes from three local dealers. Jensen Ford was the only response, quoting \$20,175 with trade in value on a 2006 Ford F350. Staff also requested a quote on installation of the platform and hoist. Hawkeye Truck quoted \$6,250.

Budget Impact: The sum of both purchases is \$26,425.00, totaling \$2,725.00 less than the budgeted amount.

Attachment: Jensen Ford Quotation, Hawkeye Truck Quotation

cc: Randy Wetmore, City Administrator

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



RESOLUTION APPROVING PUBLIC WORKS SEWER DIVISION EQUIPMENT
PURCHASE CONTRACT BY AND BETWEEN THE CITY OF MARSHALLTOWN, IOWA,
SEWER DIVISION AND JENSEN FORD FOR THE PURCHASE OF A FORD F350 TRUCK
IN THE AMOUNT OF \$26,425.00

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed Sewer equipment purchase order contract by and between the City of Marshalltown, Iowa, and Jensen Ford, of Marshalltown, Iowa for a 2015 Ford F350 truck

WHEREAS, the Jensen Ford. bid consists of a 2015 Ford F350 truck in the amount of \$26,425.00.

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, Jensen Ford, of Marshalltown, Iowa, for a 2015 Ford F350 truck, in the amount of \$26,425.00, is hereby fully approved in all respects and particulars

Passed this 8th day of June, 2015, and signed this _____ day of June 2015.

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, City Clerk

Date: March 31, 2015
To: Truck Dealership
From: Steve Simons, Sewer Supt.
Re: Purchase of Truck

The City of Marshalltown, Public Works Dept., Sewer Division is looking for a new Current Model Year(2015) One Ton Cab & Chassis Truck that meets the specifications attached. The proposals from the local dealerships will be compared with the DOT awarded contract price for the Truck. The purchase will be made to either the lowest qualified lowest local proposal or to the DOT dealership. The City of Marshalltown will consider purchasing from a local dealership as a factor in making a final decision on the award of contract.

Any problems with meeting the specifications provided shall be clearly addressed in the proposal, or it will be interpreted as being in compliance with the specifications.

Any questions should be directed to Steve Simons at 754-5749.

All proposals are due at the Water Pollution Control Plant office at 1001 Woodland Street, Marshalltown, Iowa, 50158, on or before 3:00 PM on Thursday April 9, 2015.

Information to Bidders

Examination by Bidders - Each bidder shall carefully review the specifications which may have a bearing on the preparation of his/her proposal. City of Marshalltown plans to mount an Omaha Standard Heavy Duty Platform, with electric Hoist on the back of this truck, and said platform and hoist is not a part of this bid. Any questions regarding the project should be directed to the Marshalltown Sewer Superintendent, Steve Simons.

Trade-In - 2006 Ford F350 1 ton flatbed. Can be seen at Marshalltown Sewer Department, 1001 Woodland St, Marshalltown. Truck is still in service and may be being utilized by department personnel. Please contact Steve Simons at 641-750-0955 to set up an arrangement to view vehicle.

Method of Award - The City reserves the right to reject any or all proposals and to defer action on the same for a period of time not to exceed 30 days from date of the bid opening and to waive inconformities in any proposal submitted, and to accept any such proposal as it deems to be in its best interests.

Send Or Drop Off Proposal to:

Steve Simons
City of Marshalltown Sewer Department
1001 Woodland Street,
Marshalltown, IA 50158

State on the outside of the Envelop "Vehicle Bid Proposal".

2016 F-SERIES SD

Order No: 1001 Priority: F2 Ord FIN: QI367 Order Type: 5B Price Level: 615
 Ord PEP: 640A Cust/Flt Name: CITY OF MTOWN PO Number:

RETAIL

RETAIL

F3G	F350 4X2 CHAS/C	\$33515		LESS TPMS	
	165" WHEELBASE			14000# GVWR PKG	
PQ	RACE RED			41H ENG BLK HEATER	NC
1	CLTH 40/20/40	100		425 50 STATE EMISS	NC
S	STEEL			JOB #1 BUILD	
640A	PREF EQUIP PKG			525 CRUISE CONTROL	235
	.XL TRIM			531 TRAILER TOW PKG	155
572	.AIR CONDITIONER	NC			
	.AM/FM STER/CLK				
996	6.2L EFI V8 ENG	NC			
44P	6-SPD AUTOMATIC	NC			
TBK	.LT245 BSW AS 17	NC			
X4L	4.30 LTD SLIP	350			
90L	PWR EQUIP GROUP	895			
	TELE TT MIR-PWR				
65Z	AFT AXLE TANK	NC			
794	PRICE CONCESSN				
	REMARKS TRAILER				
	SP DLR ACCT ADJ				
	SP FLT ACCT CR				
	FUEL CHARGE				
B4A	NET INV FLT OPT	NC			
	DEST AND DELIV	1195			

TOTAL BASE AND OPTIONS 36445

36445.00 MSRP
 9095.00 Jensen Disc
 27350.00
 325.00 Class IV Hitch
 27675.00
 7500.00 07 F350
 20175.00 Total Price

JENSEN
 FORD • LINCOLN
 2805 S. CENTER ST. • MARSHALLTOWN, IA 50158
 www.jensenford.com

KENDALL J. JENSEN
 Owner / Vice President
 E-Mail: kendall.jensen@jensenford.com
 (641) 753-5501
 Toll (888) 552-2757
 Fax (641) 752-3710

 FORD
 LINCOLN

5 HPU Group 3 - Standard Cab Long Box DRW
LARGE STANDARD CAB PICKUP w/DUAL REAR WHEELS: 11,400 lb. GVWR minimum, 8 ft. Body, V-8 or V-10 Engine, Automatic Transmission:

160" WHEELBASE 84" CAB
 TO AXEL
 Min.

Line Number	Base Vehicle Minimum Specifications	State Package or Code Number	
Line 1	Wheelbase: Minimum 133 inches.	STD	
Line 2	Air conditioning w/all required options.	STD	
Line 3	Tilt steering column, Automatic speed control.	STD	
Line 4	Wipers, Intermittent.	STD	
Line 5	Rear step bumper.	L96	
Line 6	Engine: Base engine for model bid with specified options and accessories. If base is available as E85 flex-fuel, it must be provided. STATE: Cylinders 8 Liters 6.0 Horsepower 360 Torque 380	STD	
Line 7	Power point.	STD	
Line 8	Radio, AM FM w/internal clock. Delete satellite radio if standard.	STD	
Line 9	Power 4-wheel anti-lock brakes.	H2R	
Line 10	Interior trim package w/insulating headliner, full door and back of cab panels, dome lamp, Split bench seat (3-pass) w/cloth upholstery, folding center seat/armrest/storage box.	STD	
Line 11	Full floor covering, rubber preferred - If available it must be provided. If floor covering must be carpet, OEM floor mats must be provided.	STD	
Line 12	Tires, all-season radial. Full size spare tire mounted under body.	STD	
Line 13	Rear axle, anti-slip differential. State standard ratio: 4.10	STD	
Line 14	Daytime running lights.	PCR	
Line 15	Power windows.	STD	
Line 16	Power door locks with remote keyless entry.	IO4	
Line 17	Factory installed Bluetooth.	13,500	
Line 18	State GVWR:	TBD	
Line 19	State Payload Capacity:		\$24,612.19
Line 20	BASE VEHICLE PRICE CONFIGURED AS PER ABOVE		
Line 21	Delivery Charge. Per mile charge for anywhere in the State of Iowa. Use \$0.00 format		\$1.75
Options List: Dealer must provide price for each option. Prices are required to complete Bid - If standard state STD, if part of a package state package code, if not available state N/A, if dealer installed/provided state DLR, if cost is a deduct, state as a negative (-) number, if cost is zero (0), enter 0.			
Line 22	Engine block heater.	K05	\$76.60
Line 23	Sliding rear window.	NA	\$0.00
Line 24	Power driver's seat.	A23	\$415.00
Line 25	Bluetooth, dealer installed if not available from Factory.	INC W/ BASE	\$0.00
Line 26	Factory or dealer installed backup alarm.	853	\$138.00
Line 27	Trailer tow extendable mirrors. Power adjustable main head.	INC W/ BASE	\$0.00
Line 28	Trailer tow package: Class V receiver hitch, 2-1/2 inch shaft, 7-wire trailer wiring receptacle at hitch. OEM integral trailer brake controller.	STD	\$0.00
Line 29	2 extra key sets w/ob, 4 total complete functional sets with each vehicle	DI	\$232.25
Line 30	Power Exterior Mirrors.	STD	\$0.00
Line 31	Paint: DOT Orange , GM 9W4, Ford V6684E, Dodge TV5262	9W4	\$0.00
Line 32	2 extra key sets w/ob, 4 total complete functional sets, for DAS direct ship vehicles only.	DI	\$192.30
Line 33	Rear Axle: optional lower ratio (higher numerically). State ratio	NA	\$0.00
Line 34	E85 FFV engine - include all required options and other pertinent information. STATE: Cylinders _____ Liters _____ Horsepower _____ Torque _____ LIST OTHER _____	INC W/ BASE	\$0.00
Line 35	REQUIREMENTS: Engine upgrade #1. Minimum 6.0L displacement - include all required options and other pertinent information. STATE: Cylinders _____ Liters _____ Horsepower _____ Torque _____ LIST OTHER _____	INC W/ BASE	\$0.00
Line 36	REQUIREMENTS: Engine upgrade #2. Turbocharged Diesel, minimum 6.6 liters. Must be rated minimum 350 Hp., minimum 750 lb/ft torque with HD Automatic Transmission. STATE: Cylinders 8 Liters 6.6 Horsepower 397 Torque 765 LIST OTHER REQUIREMENTS: _____	LML	\$7,143.49
Line 37	Full Floor Carpeting & OEM Mats if not provided in base above.	B30	\$120.00
Line 38	DEDUCT COST: Delete Daytime running lights.	NA	\$0.00
Line 39	DEDUCT COST: Delete Power windows.	PCR	(\$756.00)
Line 40	DEDUCT COST: Delete Power door locks with remote keyless entry.	INC W/ LINE 39	\$0.00
Line 41	DEDUCT COST: Delete vehicle communication system (OnStar or equivalent) if standard.	STD	\$0.00
Line 42	DEDUCT COST: Delete vehicle communication system (OnStar or equivalent) if standard.	NA	\$0.00
Line 43	DEDUCT COST: Delete vehicle communication system (OnStar or equivalent) if standard.		

RED

BID ID: HPU 3.1 - DAS			
DAS Required Options (Prices are required to complete Bid - If standard state STD, if part of a package state package code, if not available state N/A, if dealer installed/provided state DLR, if cost is a deduct, state as a negative (-) number, if cost is zero (0), enter 0.)			
Line 22	Engine block heater.	K05	\$76.60
Line 27	Trailer tow extendable mirrors. Power adjustable main head.	INC W/ BASE	\$0.00
Line 28	Trailer tow package: Class V receiver hitch, 2-1/2 inch shaft, 7-wire trailer wiring receptacle at hitch. OEM integral trailer brake controller.	STD	\$0.00
Line 29	2 extra key sets w/ob, 4 total complete functional sets with each vehicle	DI	\$232.25
Line 41	DEDUCT COST: Delete vehicle communication system (OnStar or equivalent) if standard.	STD	\$0.00
Line 43	Please use the following lines for any price adjustments and comments on why price adjustments are necessary. Please reference manufacture codes when adjusting costs.		\$0.00
Line 44			\$0.00
Line 45			\$0.00
Line 46			\$0.00
Estimated Quantity:		2	
Delivered FOB: Department of Administrative Services, Des Moines.		Delivery Miles	0
Delivery Cost - Enter miles in whole number, MapQuest city to city - Cost will be automatically calculated		Delivery Cost	\$0.00
Line 47	TOTAL PRICE EACH: Add Base Cost, Options, and Delivery Cost		
Line 48	Below Information Must Be Provided to complete LCC		
	Vehicle Make (i.e.: Ford, Chevrolet, etc.):	CHEVROLET	
	Vehicle Common Model Name (i.e.: F-Series, CK1500, Uplander, etc.):	SILVERADO	
	Vehicle Exact Model Code (i.e.: R44, CC16853, RS162, etc.):	CC36903	
	Vehicle Trim Package Common Name (i.e.: XLT, SE, LT, etc.):	1WT	
	Vehicle Trim Package Code Designation (i.e.: 617A, 25J, 2LT, 1WT, etc.):	1WT	
	Exact Trim Package Code (i.e.: 98L, LYS, EVS, etc.):	L96	
	State Exact Engine Code (i.e.: MYD, DGO, 44T, etc.):	MYD	
	State Exact Transmission Code (i.e.: YES/NO):	NO	
	American Made (Yes/No):	TBD	
	EPA Highway MPG Rating (if applicable):		



HAWKEYE TRUCK EQUIPMENT

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

" The Complete Truck Equipment Center "

Customer: 453500

CITY OF MARSHALLTOWN
ATT: ACCOUNTS PAYABLE
24 NORTH CENTER STREET
MARSHALLTOWN IA 50158

Q U O T A T I O N

Job No.	17677
Quote Date	04/10/15
Expire Date	05/10/15

Terms				
N10				
Contact:	JG: Order Tkr			

WE ARE PLEASED TO QUOTE THE FOLLOWING FOR YOUR APPROVAL:

ATTN: STEVE SIMONS

PH: 641-754-5709

FX: 641-754-5741

1-OMAHA STANDARD HEAVY DUTY SERIES PLATFORM, 9'6"x 96" SMOOTH STEEL FLOOR, ROUNDED STYLISH CORNERS, HEAVY GAUGE HIGH STRENGTH STEEL OUTRAIL AND CROSSMEMBERS COMBINE WITH STRUCTURAL STEEL CHANNEL LONG MEMBERS FOR THE STRONGEST PLATFORM AVAILABLE, 11 GAUGE HIGH STRENGTH ROLLFORMED STEEL SIDE-FRONT-AND REAR OUTRAIL, EXCLUSIVE AUTOMOTIVE TYPE UNDERCOATING ASSURES MAXIMUM PROTECTION AGAINST CORROSION, RECESSED LIGHT HOLES, RECESSED RUBBER MOUNTED LIGHTS ARE PROTECTED FROM WEATHER AND IMPACT, 2x4 STAKE POCKETS ARE REINFORCED FOR ADDED STRENGTH, E-COATED FINISH-EXCLUSIVE HIGH GLOSS BLACK ACRYLIC ELECTROCOAT TOPCOAT, 3-YEAR/36,000 MILE LIMITED WARRANTY, COMPLETELY INSTALLED, F.O.B. DES MOINES, IA.

1-OMAHA STANDARD MODEL 415 SE ELECTRIC OVER HYDRAULIC HOIST, 4-1/2" BORE, 15-1/4" STROKE, 2" DIAMETER ROD, UNIQUE TAPERED FRAME DESIGN TO AVOID CHASSIS COMPONENTS, LUBRICATED FITTINGS AT ALL PIVOT POINTS, WITH A 24" OVERHANG HOIST WILL HAVE A 9.4 TON WATER-LEVEL LOAD LIFTING CAPACITY, IN-CAB PENDANT CONTROL, 3 YEAR/ 36,000 MILE LIMITED WARRANTY, COMPLETELY INSTALLED, F.O.B. DES MOINES.

NOTE: THIS DOES NOT INCLUDE A BULKHEAD ON THE BODY OR A HITCH!!!

THANK YOU FOR THE OPPORTUNITY,
JOSH GOODE

Sub total	\$ 6,250.00
Sales Tax	\$ 0.00
Freight	\$ 0.00
FET	\$ 0.00
Total	\$ 6,250.00