

1. Agenda

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COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET
January 26, 2015, at 5:30 PM

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

CALL TO ORDER: Mayor James L. Lowrance

PLEDGE OF ALLEGIANCE:

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

MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS:

January Staff Anniversaries, Years of Service
Rebecca Borota, 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 January 12, 2015.
2. Approve Bill List in the amount of \$2,548,968.98
3. Approve Council Goals, 2015.
4. Receipt of December, 2014, Building Report.
5. Resolution 2015-004 Authorizing Acceptance of a Martha – Ellen Tye Foundation Grant in the amount of \$9,055 for the Purpose of Replacing the Fire Station Paging / Alerting System.
6. Resolution 2015-005 to Approve the Region 6 Planning Commission \$360,000 Transportation Alternatives Application for the Iowa River Trail.
7. Resolution 2015-006 Authorizing Acceptance of a Grant in the Amount of \$3,067 from Branching Out / trees Forever Program.
8. Resolution 2015-007 Approving Contract Mowing Agreement between City of Marshalltown and Independent Contractors.
9. Resolution 2015-008 Approving Fees for Campground and Park Rental Shelters in the City of Marshalltown.
10. Resolution 2015-009 Approving Agreement Amendment No. 1 with HR Green, Inc., For Engineering Services for Ingledue Storm Sewer Rehabilitation, Project No 29108009, in the amount of \$7,500.00.
11. Approve Liquor Licenses: (Pending fire inspection passage)
RENEWALS: Rumours Sports Bar & Grill, Kwik Star #706, Abarrotes La Salud, Inc., Dollar General Store #2019, Dollar General Store #4206, 7 Rayos Liquor Store, Fareway Stores, Inc., #467.

(end of consent agenda items)

MOTIONS:

12. Budget Amendment, Fiscal Year Ending June 30, 2015, Set public hearing for February 9, 2015. (Publication was sent to the TR by 5 PM Friday, January 23, for publication on January 28)

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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.



RESOLUTIONS:

PUBLIC HEARING

13. Resolution 2015-010 to Approve 2015 Urban Renewal Area Plan Amendment for the Marshalltown Urban Renewal Area No. 2.

PUBLIC HEARING

14. Resolution 2015-011 Approving Development Agreement with Menards, Inc., Authorizing Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement, amount not to exceed \$1,325,000.

ORDINANCES:

PUBLIC HEARING

15. Ordinance 14936 Adopting the National Fire Protection Association 70-2014 National Electric Code as the City of Marshalltown Electrical Code Effective February 1, 2015, third reading, public hearing set for January 26, 2015.
16. Ordinance 14937 Amending the Marshalltown Code of Ordinances Vehicle and Traffic Chapter 20 Regarding Traffic Signal at the Intersection of Nevada Street and 18th Avenue, third reading.
17. Ordinance 14938 Providing for the Division of Taxes Levied on Taxable Property in the 2015 Amendment to the Marshalltown Urban Renewal Area No. 2, Pursuant to Section 403.19 of the Code of Iowa, first reading. (Reference Resolution 2015-010 Amending the 2015 Urban Renewal Area Plan for the Marshalltown Urban Renewal Area No. 2.)

DISCUSSION: Next agenda in process

1. Engineering Services Agreement Amendment No 1., Clapsaddle Garber Associates, Inc., Alliant Gas Fired Plant / East Nevada Street Rebuild 66013014A, \$41,945.00.
2. Contract Change Order #1, Raccoon Valley Contractors, Alliant Gas Fired Plant / East Nevada Street Rebuild 66013014A, decrease of \$3,871.00
3. Engineering Services Agreement, Fox Engineering Associates, Inc., 2014 Sanitary Sewer Rehab 59014007A, \$36,900.00.
4. Engineering Services Agreement, HR Green, Inc., Levee Gatewell Repair Project 29113019A, \$149,600.00.
5. Agreement with Nutri-Ject Systems, Inc., removal, transportation and disposal of city sludge, land apply sludge to farm ground adjacent to the plant and to land north of town near the airport, approximately 7.1 million gallons annually, contract expected to exceed \$50,000.
6. Farm Lease Bid recommendation, \$22,631, annual cash rent, Airport, Hibbs Farms.
7. Farm Lease Bid recommendation, \$842.40, annual cash rent, LaFrentz Lane, 5 Mann Farms.
8. Budget FYE 2016

PUBLIC COMMENTS:

ADJOURNMENT:

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COUNCIL DATE: January 26, 2015	
VISA	\$0.00
ACH'S	\$911,050.68
CHECKS	\$608,328.40
PAYROLL #26 & 27	\$1,029,589.90
	\$2,548,968.98 subtotal

\$2,548,968.98 TOTAL FOR COUNCIL

101410.5600.080	A M LEONARD INC	TREE SUPPLIES	388.12
206710.5600.000	AIRGAS USA, LLC	CYLINDER RENTAL	103.78
101890.5450.000	ALLIANCE CONNECT	1/1-1/31 PHONE LINES	4.96
520590.5450.000	ALLIANCE CONNECT	1/1-1/31 PHONE LINES	14.01
510531.5450.000	ALLIANCE CONNECT	1/1-1/31 PHONE LINES	21.02
101480.5450.000	ALLIANCE CONNECT	1/1-1/31 PHONE LINES	30.40
101891.5450.000	ALLIANCE CONNECT	1/1-1/31 PHONE LINES	30.40
233410.5450.000	ALLIANCE CONNECT	1/1-1/31 PHONE LINES	30.40
101581.5450.000	ALLIANCE CONNECT	1/1-1/31 PHONE LINES	31.94
101820.5450.000	ALLIANCE CONNECT	1/1-1/31 PHONE LINES	31.94
101870.5450.000	ALLIANCE CONNECT	1/1-1/31 PHONE LINES	31.94
152451.5450.000	ALLIANCE CONNECT	1/1-1/31 PHONE LINES	31.94
206120.5450.000	ALLIANCE CONNECT	1/1-1/31 PHONE LINES	31.94
276210.5450.000	ALLIANCE CONNECT	1/1-1/31 PHONE LINES	31.94
290113.5450.000	ALLIANCE CONNECT	1/1-1/31 PHONE LINES	31.94
101560.5450.000	ALLIANCE CONNECT	1/1-1/31 PHONE LINES	33.49
101561.5450.000	ALLIANCE CONNECT	1/1-1/31 PHONE LINES	33.49
101770.5450.000	ALLIANCE CONNECT	1/1-1/31 PHONE LINES	33.49
101830.5450.000	ALLIANCE CONNECT	1/1-1/31 PHONE LINES	33.49
101831.5450.000	ALLIANCE CONNECT	1/1-1/31 PHONE LINES	33.49
206760.5450.000	ALLIANCE CONNECT	1/1-1/31 PHONE LINES	33.49
276210.5450.000	ALLIANCE CONNECT	1/1-1/31 PHONE LINES	33.49
276210.5450.000	ALLIANCE CONNECT	1/1-1/31 PHONE LINES	33.49
101440.5450.000	ALLIANCE CONNECT	1/1-1/31 PHONE LINES	60.80
550780.5450.000	ALLIANCE CONNECT	1/1-1/31 PHONE LINES	62.34
101840.5450.000	ALLIANCE CONNECT	1/1-1/31 PHONE LINES	65.43
101850.5450.000	ALLIANCE CONNECT	1/1-1/31 PHONE LINES	65.43
206710.5450.000	ALLIANCE CONNECT	1/1-1/31 PHONE LINES	95.83
278690.5450.000	ALLIANCE CONNECT	1/1-1/31 PHONE LINES	97.37
520520.5450.000	ALLIANCE CONNECT	1/1-1/31 PHONE LINES	105.10
101140.5450.000	ALLIANCE CONNECT	1/1-1/31 PHONE LINES	129.32
101310.5450.000	ALLIANCE CONNECT	1/1-1/31 PHONE LINES	129.32
101890.5450.000	ALLIANCE CONNECT	1/1-1/31 PHONE LINES	156.62
101420.5450.000	ALLIANCE CONNECT	1/1-1/31 PHONE LINES	187.02
290113.5450.000	ALLIANCE CONNECT	1/1-1/31 PHONE LINES	228.23
101110.5450.000	ALLIANCE CONNECT	1/1-1/31 PHONE LINES	451.82
101410.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	5.65
101410.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	11.72
101410.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	11.73
101410.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	19.33

206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	20.16
101410.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	20.43
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	20.48
520520.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	20.48
101170.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	21.44
520520.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	24.26
281690.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	26.67
281690.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	27.50
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	28.77
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	28.81
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	30.57
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	32.31
281690.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	32.55
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	32.93
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	33.01
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	33.13
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	34.02
101410.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	34.81
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	35.07
152451.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	40.86
530540.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	46.65
281690.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	46.76
281690.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	49.83
101410.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	50.75
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	51.61
101410.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	66.01
520590.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	73.64
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	76.80
101410.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	79.47
520590.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	86.24
101410.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	96.59
281690.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	102.65
101410.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	119.07
520590.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	122.75
510531.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	122.93
152451.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	137.02
520590.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	137.80
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	141.84
520590.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	184.39
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	206.95
520590.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	239.98
510531.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	323.02
510531.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	352.09
520520.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	418.53
206710.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	2,519.64
206710.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	4,084.35
520520.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	10,316.47
520520.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	17,908.70
520520.5340.100	ALLMAX PROFESSIONAL SOLUTIONS	SOFTWARE SUPPORT	3,148.00
246110.5718.000	AMERICAN ALUMINUM SEATING INC	CUSTOM BENCH	1,010.00

283210.5210.000	AMES TRIBUNE	LEAD GRANT	36.57
101110.5230.000	ANIMAL RESCUE LEAGUE	9 AFTER HOURS	270.00
101240.5331.500	ANIMAL RESCUE LEAGUE	MONTHLY PAYMENT	3,620.42
152451.5340.010	ARAMARK	SUPPLIES	2.66
152451.5340.010	ARAMARK	SUPPLIES	2.66
152451.5340.010	ARAMARK	SUPPLIES	2.66
152451.5340.010	ARAMARK	SUPPLIES	6.79
152451.5340.010	ARAMARK	SUPPLIES	6.79
101410.5340.010	ARAMARK	SUPPLIES	7.58
101410.5340.010	ARAMARK	SUPPLIES	7.58
101410.5340.010	ARAMARK	SUPPLIES	11.71
101410.5340.010	ARAMARK	SUPPLIES	11.71
101410.5340.010	ARAMARK	SUPPLIES	11.71
101410.5340.010	ARAMARK	SUPPLIES	22.70
101410.5340.010	ARAMARK	SUPPLIES	22.70
101410.5340.010	ARAMARK	SUPPLIES	22.70
101410.5340.010	ARAMARK	SUPPLIES	22.70
101410.5340.010	ARAMARK	SUPPLIES	22.70
206710.5340.010	ARAMARK	MAT SERVICE	56.61
206710.5340.010	ARAMARK	MAT SERVICE	56.61
206710.5340.010	ARAMARK	MAT SERVICE	56.61
206710.5340.010	ARAMARK	MAT SERVICE	56.61
206710.5340.010	ARAMARK	MAT SERVICE	56.61
101140.5570.000	ARNOLD MOTOR SUPPLY	CORE RETURN	(29.40)
101140.5570.000	ARNOLD MOTOR SUPPLY	BUSHING	1.52
206710.5600.000	ARNOLD MOTOR SUPPLY	SUPPLIES	1.94
206710.5600.000	ARNOLD MOTOR SUPPLY	BITS	2.93
101561.5570.000	ARNOLD MOTOR SUPPLY	FILTERS	10.21
206710.5600.000	ARNOLD MOTOR SUPPLY	NUTS	10.37
101110.5570.000	ARNOLD MOTOR SUPPLY	DEFOG REPAIR	12.73
101110.5570.000	ARNOLD MOTOR SUPPLY	AIR FILTER	13.26
101410.5570.000	ARNOLD MOTOR SUPPLY	FILTERS	13.98
206710.5570.000	ARNOLD MOTOR SUPPLY	SUPPLIES	14.68
206710.5570.000	ARNOLD MOTOR SUPPLY	FILTERS	15.39
206710.5600.000	ARNOLD MOTOR SUPPLY	6PK BLADES	15.68
101110.5570.000	ARNOLD MOTOR SUPPLY	AIR FILTER	26.46
101140.5570.000	ARNOLD MOTOR SUPPLY	FILTERS	33.55
101110.5570.000	ARNOLD MOTOR SUPPLY	OXYGEN SENSOR	34.59
206710.5570.000	ARNOLD MOTOR SUPPLY	SUPPLIES	73.40
101140.5570.000	ARNOLD MOTOR SUPPLY	BATTERY	88.37
206710.5570.000	ARNOLD MOTOR SUPPLY	SUPPLIES	101.55
206710.5570.000	ARNOLD MOTOR SUPPLY	SUPPLIES	105.63
206740.5340.240	ARNOLD MOTOR SUPPLY	TOP COAT SPRAY	122.70
206710.5600.000	ARNOLD MOTOR SUPPLY	TERMINAL SERVICE	146.99
550780.5570.000	ARNOLD MOTOR SUPPLY	SUPPLIES	160.36
101140.5570.000	ARNOLD MOTOR SUPPLY	BATTERIES	242.96
206710.5600.000	ARNOLD MOTOR SUPPLY	ASSORTMENT	263.32
206710.5570.000	ARNOLD MOTOR SUPPLY	SUPPLIES	489.58
206710.5410.000	BENS TIRE & AUTO	REPAIR/PART	75.00
101770.5570.000	BENS TIRE & AUTO	REPAIR/PART	92.00

681140.5230.000	BERNIE LOWE & ASSOCIATES, INC	411 MED CLAIMS	1.01
681140.5230.000	BERNIE LOWE & ASSOCIATES, INC	411 MED CLAIMS	9.62
681140.5339.000	BERNIE LOWE & ASSOCIATES, INC	411 MED CLAIMS	105.97
681110.5339.000	BERNIE LOWE & ASSOCIATES, INC	411 MED CLAIMS	200.52
101110.5460.000	BETTENDORF POLICE DEPT	VEREN/BROOK	170.00
101440.5251.000	BMI	MUSIC LIC FEE	301.50
550780.5570.020	BOB'S FARM CENTER INC	DRUM RETURN	(50.00)
101770.5480.000	BOB'S FARM CENTER INC	#1DF	247.68
101770.5480.000	BOB'S FARM CENTER INC	#1DF	253.44
206710.5570.000	BOB'S FARM CENTER INC	HD30	445.00
206120.5600.000	BROWN TRAFFIC PRODUCTS INC	STOCK CABLE	5,295.00
101110.5132.000	CARPENTER UNIFORM COMPANY	VEST ALTERATIONS	10.99
101770.5480.000	CENTRAL IA RESIDENTIAL SERV INC	AIRPORT WATER	144.56
152451.5600.080	CENTRAL IOWA DISTRIBUTING INC	PAPER TOWEL	59.40
206710.5570.000	CENTRAL IOWA FARM STORE INC	TRACTOR PART	36.22
278690.5600.000	CENTRAL OFFICE SUPPLY	SUPPLIES	5.41
550780.5370.000	CENTRAL OFFICE SUPPLY	PAPER	6.17
276210.5600.000	CENTRAL OFFICE SUPPLY	SUPPLIES	17.39
206710.5600.000	CENTRAL OFFICE SUPPLY	SUPPLIES	42.56
101110.5600.000	CENTRAL OFFICE SUPPLY	INK	44.04
101110.5600.000	CENTRAL OFFICE SUPPLY	TONER&STAMP	144.32
290113.5450.000	CENTURYLINK	1/1-1/31 POLICE	20.37
290113.5450.000	CENTURYLINK	1/1-1/31 POLICE	76.00
290113.5450.000	CENTURYLINK	1/1-1/31 POLICE	418.00
206710.5570.000	CERTIFIED POWER INC CO	CYLINDER REPAIRS	1,036.41
206750.5340.230	CESSFORD CONSTRUCTION COMPANY	MILL & OVERLAY	35,130.35
206750.5340.230	CESSFORD CONSTRUCTION COMPANY	MILL & OVERLAY	52,559.92
485710.5340.230	CESSFORD CONSTRUCTION COMPANY	MILL & OVERLAY	89,127.60
150410.5749.000	CLARK EQUIPMENT CO	TOOLCAT 560	15,499.14
206710.5749.000	CLARK EQUIPMENT CO	TOOLCAT 560	15,499.14
206710.5600.000	CLASS C SOLUTIONS	BROOM PARTS	19.69
206710.5600.000	CLASS C SOLUTIONS	BROOM PARTS	53.85
492756.5340.240	CONSTRUCT INC	2014 REPAIR	13,665.88
206120.5480.010	CONSUMERS ENERGY CO-OP	11/30-01/02/15	64.86
206160.5480.010	CONSUMERS ENERGY CO-OP	11/30-01/02/15	436.15
550780.5340.070	CUMMINS CENTRAL POWER, LLC	CORE CHARGE	(500.00)
550780.5570.000	CUMMINS CENTRAL POWER, LLC	COMPRESSOR	673.47
460770.5340.200	DES MOINES STEEL FENCE	AIRPORT LAND	18,669.80
152451.5600.080	DIAMOND VOGEL PAINTS	BLUE ROOM PARTS	36.45
152451.5600.080	DIAMOND VOGEL PAINTS	BLUE ROOM PARTS	54.93
152451.5600.080	DIAMOND VOGEL PAINTS	BLUE ROOM PARTS	72.90
101770.5410.000	DICKINSON COMPANY INC	REPAIR RUNWAY LIGHTS	687.80
277660.5261.750	DONALD W PRESTON JR	SNOW REMOVAL	60.00
281690.5261.750	DONALD W PRESTON JR	SNOW REMOVAL	60.00
281690.5261.750	DONALD W PRESTON JR	SNOW REMOVAL	60.00
281690.5261.750	DONALD W PRESTON JR	SNOW REMOVAL	60.00
281690.5261.750	DONALD W PRESTON JR	SNOW REMOVAL	60.00
276210.5261.750	DONALD W PRESTON JR	SNOW REMOVAL	120.00
276210.5600.031	ENVIRONMENTAL HAZARDS SRV	CLEARANCE	94.25
276210.5600.031	ENVIRONMENTAL HAZARDS SRV	CLEARANCE	94.25

276210.5600.031	ENVIRONMENTAL HAZARDS SRV	CLEARANCE	94.25
276210.5600.031	ENVIRONMENTAL HAZARDS SRV	CLEARANCE	94.25
101340.5331.500	FISHER COMMUNITY CENTER	APPROPRIATION	6,396.63
491750.5230.030	FOX ENGINEERING ASSOCIATES INC	11/30-12/25	20,730.62
101140.5600.000	GALL'S INC	CUTTER/BLADES	45.92
101140.5132.000	GALL'S INC	BOOTS	100.95
550780.5570.000	GILLIG LLC	WIPERS/FILTERS	51.19
550780.5570.000	GILLIG LLC	IGNITION KEYS	58.60
490110.5231.000	GRIMES BUCK SCHOELL & BEACH	12/14/14-1/5/2015	74.25
520520.5231.000	GRIMES BUCK SCHOELL & BEACH	12/14/14-1/5/2015	74.25
101660.5230.000	GRIMES BUCK SCHOELL & BEACH	12/14/14-1/5/2015	150.00
101860.5231.000	GRIMES BUCK SCHOELL & BEACH	12/14/14-1/5/2015	1,902.50
278690.5340.100	HAPPY SOFTWARE INC	SUPPORT RENEWAL	7,002.00
206710.5570.000	HAWKEYE TRUCK EQUIPMENT INC	POLY SPINNER	189.04
510531.5450.000	HEART OF IOWA COMM CO-OP	JANUARY PHONES	47.02
520590.5450.000	HEART OF IOWA COMM CO-OP	JANUARY PHONES	70.53
290113.5450.000	HEART OF IOWA COMM CO-OP	JANUARY PHONES	88.00
550780.5450.000	HEART OF IOWA COMM CO-OP	JANUARY PHONES	117.54
206710.5450.000	HEART OF IOWA COMM CO-OP	JANUARY PHONES	235.09
290113.5450.000	HEART OF IOWA COMM CO-OP	JANUARY PHONES	450.00
520520.5410.000	HUPP ELLECTRIC MOTOR/TOYOTALIFT	REBUILD RAW PUMP MOTOR	2,734.57
999.1111.000	IMWCA	WORKERS COMP	8,529.00
101110.5132.000	IN STITCHES	6 HATS	131.70
520520.5340.010	INDEPENDENT AG SERVICES LLC	SOIL TESTING	776.98
101140.5570.000	INLAND TRUCK PARTS COMPANY	LIFE SEAL	131.71
101770.5480.000	INNOVATIVE AG SERVICES	PROPANE	937.46
520520.5600.000	INSTRUMENT CONTROL SYS INC	PRE-REACT TANK HANGERS	2,496.45
520520.5340.010	INSTRUMENT CONTROL SYS INC	SCADA MAINTENANCE	3,397.50
101545.5010.080	IOWA VALLEY COMM COLLEGE DIST	10-12/14 CABLE 23 AGRMNT	667.50
101545.5230.000	IOWA VALLEY COMM COLLEGE DIST	10-12/14 CABLE 23 AGRMNT	1,875.00
101545.5199.080	IOWA VALLEY COMM COLLEGE DIST	10-12/14 CABLE 23 AGRMNT	2,083.10
101545.5010.080	IOWA VALLEY COMM COLLEGE DIST	10-12/14 CABLE 23 AGRMNT	5,172.78
520520.5600.030	KEYSTONE LAB INC	MERCURY ANALYSIS	28.00
290113.5600.000	KOCH BROTHERS	2 TONERS	147.52
101110.5340.800	LARRY'S TOWING & TIRE SERVICE	TOW CASE	100.00
101110.5340.800	LARRY'S TOWING & TIRE SERVICE	TOW CASE	125.00
510531.5340.100	LUCITY, INC	1/1-12/31/15 RENEWAL	2,582.00
206710.5340.100	LUCITY, INC	1/1-12/31/15 RENEWAL	3,077.50
520590.5340.100	LUCITY, INC	1/1-12/31/15 RENEWAL	3,873.00
276210.5431.000	LUISA ORTEGA	11/14-1/15 INTERPRETATION	510.00
101410.5562.000	M GERVICH & SONS INC	3 PT SANDER	86.10
101561.5360.000	MAIL SERVICES	RENTAL INSPECTION	50.76
278690.5360.000	MAIL SERVICES	RENT ASSIST	59.48
101840.5360.000	MAIL SERVICES	CITY ADMIN	125.51
278690.5360.000	MAIL SERVICES	RENT ASSIST	137.03
101840.5360.000	MAIL SERVICES	CITY ADMIN	162.94
101561.5360.000	MAIL SERVICES	RENTAL INSP	282.36
101860.5331.500	MARSHALL COUNTY AUDITOR	CTY ATTY QTR END PAYMENT	2,500.00
218110.5570.000	MARSHALL COUNTY ENGINEER	12/1-12/31 GAS	12.74
101561.5570.000	MARSHALL COUNTY ENGINEER	12/1-12/31 GAS	38.57

520520.5570.060	MARSHALL COUNTY ENGINEER	12/1-12/31 GAS	55.45
206760.5570.000	MARSHALL COUNTY ENGINEER	12/1-12/31 GAS	76.00
510532.5570.060	MARSHALL COUNTY ENGINEER	12/1-12/31 GAS	81.28
101560.5570.000	MARSHALL COUNTY ENGINEER	12/1-12/31 GAS	89.30
520520.5570.010	MARSHALL COUNTY ENGINEER	12/1-12/31 GAS	145.35
206120.5570.000	MARSHALL COUNTY ENGINEER	12/1-12/31 GAS	218.52
510531.5570.010	MARSHALL COUNTY ENGINEER	12/1-12/31 GAS	240.34
101410.5570.060	MARSHALL COUNTY ENGINEER	12/1-12/31 GAS	292.03
520590.5570.010	MARSHALL COUNTY ENGINEER	12/1-12/31 GAS	340.52
101410.5570.010	MARSHALL COUNTY ENGINEER	12/1-12/31 GAS	371.68
101140.5570.000	MARSHALL COUNTY ENGINEER	12/1-12/31 GAS	613.12
206710.5570.000	MARSHALL COUNTY ENGINEER	12/1-12/31 GAS	661.60
206712.5570.000	MARSHALL COUNTY ENGINEER	12/1-12/31 GAS	2,121.85
101110.5570.000	MARSHALL COUNTY ENGINEER	12/1-12/31 GAS	4,992.78
550780.5570.060	MARSHALL COUNTY ENGINEER	12/1-12/31 GAS	6,503.26
276210.5250.000	MARSHALL COUNTY RECORDER	LEAD PROJECT	12.00
276210.5250.000	MARSHALL COUNTY RECORDER	LEAD PROJECT	12.00
276210.5250.000	MARSHALL COUNTY RECORDER	LEAD PROJECT	12.00
276210.5250.000	MARSHALL COUNTY RECORDER	LEAD PROJECT	17.00
276210.5250.000	MARSHALL COUNTY RECORDER	LEAD PROJECT	17.00
101170.5331.500	MARSHALL CTY EMERGENCY MGMT	MONTHLY PAYMENT	2,257.67
101770.5600.000	MARSHALLTOWN AVIATION INC	INTERNET	30.05
101770.5340.070	MARSHALLTOWN AVIATION INC	JAN 2015 PAYMENT	642.00
101770.5410.000	MARSHALLTOWN AVIATION INC	GROUND MAINT	2,276.06
276210.5480.030	MARSHALLTOWN WATER WORKS	WATER	65.90
281690.5480.030	MARSHALLTOWN WATER WORKS	WATER	65.90
281690.5480.030	MARSHALLTOWN WATER WORKS	WATER	65.90
276210.5480.030	MARSHALLTOWN WATER WORKS	WATER	77.60
520520.5480.030	MARSHALLTOWN WATER WORKS	WATER	832.35
101440.5331.500	MARSHALLTOWN YMCA-YWCA	AGREEMENT	1,550.00
101110.5280.000	MATAI	STAMP/LANG	60.00
101110.5410.000	MCATEE TIRE SALES & SERVICE INC	TIRE REPAIR	18.50
101110.5410.000	MCATEE TIRE SALES & SERVICE INC	TIRE REPAIR	18.50
247410.5450.000	MEDIACOM	1/10-2/09 W	69.95
681110.5339.000	MELINDA RUOPP	WORKERS COMP RX	86.19
101110.5460.000	MICHAEL TUPPER	MEAL SUPPLIES	15.44
520520.5600.030	MIDLAND SCIENTIFIC INC	BUFFER PH 7	36.11
520520.5600.030	MIDLAND SCIENTIFIC INC	TIP	51.04
520520.5600.030	MIDLAND SCIENTIFIC INC	LIGHT VACUUM	157.32
520520.5600.030	MIDLAND SCIENTIFIC INC	MISC LAB SUPPLIES	212.56
520520.5600.030	MIDLAND SCIENTIFIC INC	BOTTLE W/STOPPER	259.29
550780.5360.000	MINUTEMAN INC	SIGNUM LAB	9.06
278690.5600.000	MINUTEMAN INC	LARSON BUSINESS CARDS	69.00
206710.5570.000	NAPA	ADAPTERS	4.00
206710.5600.000	NAPA	STARTER FLU	4.88
510531.5570.000	NAPA	TOOL	8.20
206710.5570.000	NAPA	FITTINGS	9.31
206710.5570.000	NAPA	HOSE	9.58
520590.5570.000	NAPA	TOOL	12.30
206710.5570.000	NAPA	CLAMP	17.64

101110.5570.000	NAPA	2 SNOW BRUSHES	21.46
206710.5570.000	NAPA	PARTS	124.25
206710.5570.000	NAPA	MUFFLER&PARTS	241.70
206710.5600.000	O'REILLY AUTOMOTIVE INC	SUPPLIES	3.99
206710.5570.000	O'REILLY AUTOMOTIVE INC	SUPPLIES	8.93
101110.5570.000	O'REILLY AUTOMOTIVE INC	SUPPLIES	10.77
206120.5570.000	O'REILLY AUTOMOTIVE INC	STOPLIGHT SWITCH	11.45
101580.5562.000	O'REILLY AUTOMOTIVE INC	#731 PRIMARY	13.98
101000.4262.000	PACKAGING CORP OF AMERICA	OVERPAID	15.00
290113.5450.000	PARTNER COMMUNICATIONS CO-OP	1/1-1/31 CITY PHONE	333.58
290113.5450.000	PARTNER COMMUNICATIONS CO-OP	1/1-1/31 CTY E911	751.21
510531.5340.070	PREMIER OFFICE EQUIPMENT	COPIES/ MAINT	8.00
510531.5340.070	PREMIER OFFICE EQUIPMENT	11/21-12/20	11.88
520590.5340.070	PREMIER OFFICE EQUIPMENT	COPIES/CONTRACT	12.00
520590.5340.070	PREMIER OFFICE EQUIPMENT	11/21-12/20	17.82
101410.5340.070	PREMIER OFFICE EQUIPMENT	11/21-12/20	29.70
206710.5340.070	PREMIER OFFICE EQUIPMENT	11/21-12/20	29.70
550780.5340.070	PREMIER OFFICE EQUIPMENT	11/21-12/20	29.70
206760.5340.070	PREMIER OFFICE EQUIPMENT	MONTHLY MAINT	48.39
520520.5340.070	PREMIER OFFICE EQUIPMENT	COPIES/CONTRACT	122.12
278690.5340.070	PREMIER OFFICE EQUIPMENT	12/15-2/14	582.69
101140.5340.070	PREMIER OFFICE EQUIPMENT	CONTRACTS 1	759.69
206710.5570.000	QUALITY SERVICES CORPORATION	BREAKER	11.70
491750.5340.200	RACCOON VALLEY	ALLIANT-SEWER	212,146.40
290113.5380.000	RACOM CORPORATION	EDACS AIRTIME	121.00
101140.5570.000	RACOM CORPORATION	LIGHTBAR	1,509.75
101831.5057.100	RANDY WETMORE	PHONE ALLOWANCE	62.50
550780.5331.500	REGION SIX PLANNING COMMISSION	DECEMBER PARATRANSIT	3,133.00
206750.5340.240	REX DAY	CONCRETE REPAIRS	14,043.17
206710.5340.290	ROBERT H HIBBS	TREE ASSESSMENTS	325.00
101480.5340.070	SCHUMACHER ELEVATOR COMPANY	SENIOR CENTER	186.59
101880.5340.070	SCHUMACHER ELEVATOR COMPANY	CITY HALL	197.43
101881.5340.070	SCHUMACHER ELEVATOR COMPANY	CARNEGIE BLDG	201.44
206120.5600.000	SENSYS NETWORKS	SENSOR/BATTERIES	859.09
206710.5340.010	SERVICEMASTER OF M'TOWN INC	CLEANING SERVICE	312.00
528590.5340.010	SM HENTGES & SONS INC	IA RVR WEST INTERCEPTOR	800,281.06
471110.5230.000	SPEER FINANCIAL	ADVICE: BON	1,155.95
473710.5230.000	SPEER FINANCIAL	ADVICE: BON	10,403.50
206710.5570.000	SPRAYER SPECIALTIES INC	PUMP	759.52
528590.5230.030	TEAM SERVICES INC	IA RVR WEST INTERCEPTOR	2,494.70
528590.5230.030	TEAM SERVICES INC	IA RVR WEST INTERCEPTOR	2,708.79
101880.5340.010	TELE DIFFERENCE	ELEVATOR PHONE HOOK UP	100.00
101870.5210.000	TIMES-REPUBLICAN	DECEMBER PUBLISHINGS	16.64
101831.5210.000	TIMES-REPUBLICAN	CITY AD	105.00
290113.5210.000	TIMES-REPUBLICAN	PUBLIC NOTIFICATIONS	107.74
278690.5280.000	TIMES-REPUBLICAN	NEWSPAPER 52 WKS HOUSING	208.00
101840.5210.000	TIMES-REPUBLICAN	DECEMBER PUBLICATIONS	684.05
206710.5570.000	TRANS-IOWA EQUIPMENT LLC	3 POINT HITCH	750.00
101110.5600.000	TRI STATE LOCK SERVICE	6 KEYS	12.00
101110.5600.000	TRI STATE LOCK SERVICE	6 KEYS	16.00

230110.5280.000	USPCA	WATSON&STEVENSON CONF	100.00
101580.5562.000	VAN WALL EQUIPMENT	#823 ICE SCRAPERS	107.75
290113.5450.000	VERIZON WIRELESS	11/26-12/25	34.16
101110.5450.100	VERIZON WIRELESS	11/26-12/25	640.16
101110.5321.000	VPI PET INSURANCE	RENEWAL K9-JORDY	276.53
520520.5600.000	WATKINS PRODUCTS INC	SEALS/GASKETS	258.15
684990.5339.000	WELLMARK INC	12/20-12/26	49,077.29
101880.5340.070	WOODMAN CONTROLS	SERVICE CALL	665.00
101880.5600.000	WW GRAINGER	EXIT SIGN	21.64
101881.5600.000	WW GRAINGER	SUPPLIES	24.45
101881.5600.000	WW GRAINGER	SUPPLIES	26.55
101880.5600.000	WW GRAINGER	SIGNS	51.42
101881.5600.000	WW GRAINGER	SIGNS	80.00
101580.5600.011	WW GRAINGER	STAINLESS STEEL	618.36
206710.5340.010	ZEE MEDICAL, INC	SUPPLIES	205.89
520520.5600.000	ZIEGLER INC	SPARK PLUGS	587.84

1,519,379.08

**NOTICE OF PUBLIC HEARING
AMENDMENT OF CURRENT CITY BUDGET**

The City Council of Marshalltown in MARSHALL County, Iowa

will meet at City Council Chambers

at 5:30 on February 9, 2015
(hour) (Date)

,for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2015
(year)

by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given.
Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	10,397,290		10,397,290
Less: Uncollected Property Taxes-Levy Year	2			0
Net Current Property Taxes	3	10,397,290	0	10,397,290
Delinquent Property Taxes	4			0
TIF Revenues	5	1,246,643		1,246,643
Other City Taxes	6	4,594,795		4,594,795
Licenses & Permits	7	197,850		197,850
Use of Money and Property	8	221,861		221,861
Intergovernmental	9	9,813,748	400,000	10,213,748
Charges for Services	10	7,013,791		7,013,791
Special Assessments	11	15,000		15,000
Miscellaneous	12	1,358,436		1,358,436
Other Financing Sources	13	38,616,939		38,616,939
Total Revenues and Other Sources	14	73,476,353	400,000	73,876,353
Expenditures & Other Financing Uses				
Public Safety	15	9,222,783		9,222,783
Public Works	16	4,237,304		4,237,304
Health and Social Services	17	1,310,895	335,900	1,646,795
Culture and Recreation	18	2,906,224		2,906,224
Community and Economic Development	19	4,188,087	151,510	4,339,597
General Government	20	1,844,492		1,844,492
Debt Service	21	3,415,195		3,415,195
Capital Projects	22	19,748,017		19,748,017
Total Government Activities Expenditures	23	46,872,997	487,410	47,360,407
Business Type / Enterprises	24	14,145,639		14,145,639
Total Gov Activities & Business Expenditures	25	61,018,636	487,410	61,506,046
Transfers Out	26	15,116,939		15,116,939
Total Expenditures/Transfers Out	27	76,135,575	487,410	76,622,985
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	28	-2,659,222	-87,410	-2,746,632
Beginning Fund Balance July 1	29	17,083,906		17,083,906
Ending Fund Balance June 30	30	14,424,684	-87,410	14,337,274

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

Add budget for lead grant awarded in 2014. Correction to wages in section 8.

There will be no increase in tax levies to be paid in the current fiscal year named above related to the proposed budget amendment. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget.

Lori Stansberry

City Clerk/ Finance Officer Name

COUNCIL PROCEEDINGS
JANUARY 26, 2015

The Marshalltown City Council met in regular session on January 26, 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 recognized Rebecca Borota for ten years of service with the City. Mayor Lowrance announced vacancies on the Solid Waste Landfill Commission due to the resignation of long standing community volunteer John Cooper and encouraged individuals to complete board appointment applications for that committee and the Veterans Memorial Coliseum Commission. Mayor Lowrance also congratulated our Central Business District Director Jenny Etter for her work in getting Marshalltown selected as the host for the 2015 Main Street Iowa Conference Meeting location. Chief Tupper encouraged individuals to participate in forums sponsored by the police department to encourage discussion and review of recent incidents. Mayor Lowrance thanked the Police Department for their dedication. Present: Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin. Schubert approved the agenda, removing the item regarding the Engineering Services Agreement Amendment #1 for the Alliant Gas Fired Plant / East Nevada Street Rebuilding project from the discussion agenda, second by Lamer. Motion approved 7-0.

CONSENT AGENDA:

Lamer moved to approve the Consent Agenda: Approve Council meeting Minutes of January 12, 2015; Approve Bill List in the amount of \$2,548,968.98; Approve Council Goals, 2015; Receipt of December, 2014, Building Report; Resolution 2015-004 Authorizing Acceptance of a Martha – Ellen Tye Foundation Grant in the amount of \$9,055 for the Purpose of Replacing the Fire Station Paging / Alerting System; Resolution 2015-005 to Approve the Region 6 Planning Commission \$360,000 Transportation Alternatives Application for the Iowa River Trail; Resolution 2015-006 Authorizing Acceptance of a Grant in the Amount of \$3,067 from Branching Out / trees Forever Program; Resolution 2015-007 Approving Contract Mowing Agreement between City of Marshalltown and Independent Contractors; Resolution 2015-008 Approving Fees for Campground and Park Rental Shelters in the City of Marshalltown; Resolution 2015-009 Approving Agreement Amendment No. 1 with HR Green, Inc., For Engineering Services for Ingledue Storm Sewer Rehabilitation, Project No 29108009, in the amount of \$7,500.00; Approve Liquor Licenses: (Pending fire inspection passage) RENEWALS: Rumours Sports Bar & Grill, Kwik Star #706, Abarrotes La Salud, Inc., Dollar General Store #2019, Dollar General Store #4206, 7 Rayos Liquor Store, Fareway Stores, Inc., #467; second by Greer. Consent agenda adopted 7-0.

MOTIONS:

Martin moved to set the public hearing on the Budget Amendment for Fiscal Year Ending June 30, 2015, for February 9, 2015, second by Lamer. Motion carried 7-0.

RESOLUTIONS:

PUBLIC HEARING

Mayor Lowrance declared the public hearing open for the amending the Urban Renewal Area Plan for Urban Renewal Area No. 2. Housing Director Spohnheimer informed the council the Zoning Commission found that the proposed plan amendment is in Compliance with the 2030 Comprehensive Plan. The Plan Amendment adds new property to the Urban Renewal Area, about 50 acres generally located south of Olive Street and between 18th Avenue and 12th Avenue, and for the use of incremental property tax revenues to make economic development payments to Menard, inc., in an amount not to exceed \$1,325,000, payments to be made over 20 years, in an amount equal to 60% of the incremental property tax payments attributable to the new facility. Marshalltown Economic Development Director Tom Deimerly and Scott Nuttelman, representing Menards, Inc., were present to answer questions about the proposed improvement. There were no written comments received or public comments either for or against the proposal. Mayor Lowrance declared the public hearing closed.

Lamer moved to adopt Resolution 2015-010 to Approve 2015 Urban Renewal Area Plan Amendment for the Marshalltown Urban Renewal Area No. 2, second by Schubert. Resolution adopted 7-0.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open for the Development Agreement with Menards. Marshalltown Economic Development Director Tom Deimerly and Scott Nuttelman, representing Menards were present to answer questions about the proposed improvements by Menard, Inc., being a truss manufacturing plant and reloading facility on the 50 acre parcel, with utilization of the area's rail spur to benefit the general industry area. Mayor Lowrance thanked Menard, Inc., for providing the initial investment in the community, as tax revenue will be generated immediately for their project. There were no written comments received or public comments either for or against the proposal. Mayor Lowrance declared the public hearing closed.

Wirin moved to adopt Resolution 2015-011 Approving Development Agreement with Menards, Inc., Authorizing Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement, amount not to exceed \$1,325,000, second by Greer. Resolution adopted 7-0.

ORDINANCES:

Mayor Lowrance declared the public hearing open adopting by reference the National Fire Protection Association 70-2014 National Electric Code as the City of Marshalltown Electrical Code. Public Works Director Justin Nickel was present to answer questions. There were no written comments received or public comments either for or against the proposal. Mayor Lowrance declared the public hearing closed.

COUNCIL PROCEEDINGS
JANUARY 26, 2015

Schubert moved to adopt the third reading and to adopt Ordinance 14936 Adopting the National Fire Protection Association 70-2014 National Electric Code as the City of Marshalltown Electrical Code Effective February 1, 2015, set public hearing on January 26, 2015, second by Wirin. Third Reading and Ordinance adopted 7-0.

Greer moved to adopt the third reading and to adopt Ordinance 14937 Amending the Marshalltown Code of Ordinances Vehicle and Traffic Chapter 20 Regarding adding a Traffic Signal at the Intersection of East Nevada Street and 18th Avenue, second by Schubert. First reading adopted 7-0. Hoop moved to waive the second reading of Ordinance 14937, second by Gowdy. Third Reading and Ordinance adopted 7-0.

Lamer moved to adopt the first reading of Ordinance 14938 Providing for the Division of Taxes Levied on Taxable Property in the 2015 Amendment to the Marshalltown Urban Renewal Area No. 2, Pursuant to Section 403.19 of the Code of Iowa, second by Martin. This is in reference to Resolution 2015-010 Amending the 2015 Urban Renewal Area Plan for the Marshalltown Urban Renewal Area No. 2. First reading adopted 7-0.

FUTURE AGENDA ITEMS DISCUSSION:

The council discussed the following items to be addressed at a future meeting: Contract Change Order #1, Raccoon Valley Contractors, Alliant Gas Fired Plant / East Nevada Street Rebuild 66013014A, decrease of \$3,871.00; Engineering Services Agreement, Fox Engineering Associates, Inc., 2014 Sanitary Sewer Rehab 59014007A, \$36,900.00; Engineering Services Agreement, HR Green, Inc., Levee Gatewell Repair Project 29113019A, \$149,600.00; Agreement with Nutri-Ject Systems, Inc., removal, transportation and disposal of city sludge, land apply sludge to farm ground adjacent to the plant and to land north of town near the airport, approximately 7.1 million gallons annually, contract expected to exceed \$50,000; Farm Lease Bid recommendation, \$22,631, annual cash rent, Airport, Hibbs Farms; Farm Lease Bid recommendation, \$842.40, annual cash rent, LaFrentz Lane, 5 Mann Farms; Initial budget schedule for fiscal year ending June 30, 2016, requires review of utility rates, and anticipate 1-2 special meetings to discuss the general fund.

ADJOURNMENT

The meeting adjourned at 6:40 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
January 26, 2015, at 5:30 PM

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

CALL TO ORDER: Mayor James L. Lowrance

PLEDGE OF ALLEGIANCE:

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

MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS:

January Staff Anniversaries, Years of Service
Rebecca Borota, 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 January 12, 2015.
2. Approve Bill List in the amount of \$2,548,968.98
3. Approve Council Goals, 2015.
4. Receipt of December, 2014, Building Report.
5. Resolution 2015-004 Authorizing Acceptance of a Martha – Ellen Tye Foundation Grant in the amount of \$9,055 for the Purpose of Replacing the Fire Station Paging / Alerting System.
6. Resolution 2015-005 to Approve the Region 6 Planning Commission \$360,000 Transportation Alternatives Application for the Iowa River Trail.
7. Resolution 2015-006 Authorizing Acceptance of a Grant in the Amount of \$3,067 from Branching Out / trees Forever Program.
8. Resolution 2015-007 Approving Contract Mowing Agreement between City of Marshalltown and Independent Contractors.
9. Resolution 2015-008 Approving Fees for Campground and Park Rental Shelters in the City of Marshalltown.
10. Resolution 2015-009 Approving Agreement Amendment No. 1 with HR Green, Inc., For Engineering Services for Ingledue Storm Sewer Rehabilitation, Project No 29108009, in the amount of \$7,500.00.
11. Approve Liquor Licenses: (Pending fire inspection passage)
RENEWALS: Rumours Sports Bar & Grill, Kwik Star #706, Abarrotes La Salud, Inc., Dollar General Store #2019, Dollar General Store #4206, 7 Rayos Liquor Store, Fareway Stores, Inc., #467.

(end of consent agenda items)

MOTIONS:

12. Budget Amendment, Fiscal Year Ending June 30, 2015, Set public hearing for February 9, 2015. (Publication was sent to the TR by 5 PM Friday, January 23, for publication on January 28)

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.



RESOLUTIONS:

PUBLIC HEARING

13. Resolution 2015-010 to Approve 2015 Urban Renewal Area Plan Amendment for the Marshalltown Urban Renewal Area No. 2.

PUBLIC HEARING

14. Resolution 2015-011 Approving Development Agreement with Menards, Inc., Authorizing Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement, amount not to exceed \$1,325,000.

ORDINANCES:

PUBLIC HEARING

15. Ordinance 14936 Adopting the National Fire Protection Association 70-2014 National Electric Code as the City of Marshalltown Electrical Code Effective February 1, 2015, third reading, public hearing set for January 26, 2015.
16. Ordinance 14937 Amending the Marshalltown Code of Ordinances Vehicle and Traffic Chapter 20 Regarding Traffic Signal at the Intersection of Nevada Street and 18th Avenue, third reading.
17. Ordinance 14938 Providing for the Division of Taxes Levied on Taxable Property in the 2015 Amendment to the Marshalltown Urban Renewal Area No. 2, Pursuant to Section 403.19 of the Code of Iowa, first reading. (Reference Resolution 2015-010 Amending the 2015 Urban Renewal Area Plan for the Marshalltown Urban Renewal Area No. 2.)

DISCUSSION: Next agenda in process

1. Engineering Services Agreement Amendment No 1., Clapsaddle Garber Associates, Inc., Alliant Gas Fired Plant / East Nevada Street Rebuild 66013014A, \$41,945.00.
2. Contract Change Order #1, Raccoon Valley Contractors, Alliant Gas Fired Plant / East Nevada Street Rebuild 66013014A, decrease of \$3,871.00
3. Engineering Services Agreement, Fox Engineering Associates, Inc., 2014 Sanitary Sewer Rehab 59014007A, \$36,900.00.
4. Engineering Services Agreement, HR Green, Inc., Levee Gatewell Repair Project 29113019A, \$149,600.00.
5. Agreement with Nutri-Ject Systems, Inc., removal, transportation and disposal of city sludge, land apply sludge to farm ground adjacent to the plant and to land north of town near the airport, approximately 7.1 million gallons annually, contract expected to exceed \$50,000.
6. Farm Lease Bid recommendation, \$22,631, annual cash rent, Airport, Hibbs Farms.
7. Farm Lease Bid recommendation, \$842.40, annual cash rent, LaFrentz Lane, 5 Mann Farms.
8. Budget FYE 2016

PUBLIC COMMENTS:

ADJOURNMENT:

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COUNCIL PROCEEDINGS
JANUARY 12, 2015

The Marshalltown City Council met in regular session on January 12, 2015, at 5:30 PM, in the Council Chambers at City Hall. Mayor Lowrance called the meeting to order and led the Pledge of Allegiance. Present: Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin. Wirin and Greer participated fully by speakerphone. Mayor Lowrance announced opening on the Memorial Veterans Coliseum Commission. Schubert approved the agenda, second by Gowdy. Motion approved 7-0.

CONSENT AGENDA:

Lamer moved to approve the Consent Agenda: Approve Council meeting Minutes of December 29, 2014; Approve Bill List in the amount of \$1,273,671.67; Approve Financial Report, period ending November 2014; Receipt of List of Purchases and Vertical Public Improvements between \$10,000 and \$35,000 approved by City Administrator: Racom, \$30,231.11 regarding Enhanced Digital Access Communications System regarding emergency dispatch services for E911; Appointments: Parks Advisory Committee: Appoint: Erika Ortiz and Ruben Rodriguez; Resolution 2015-001 Approving a Contract for Vehicle Maintenance and Related Repair Services with Mid Iowa Drug Task Force, created pursuant to Chapter 28E.12 of the Iowa Code; Approve Cigarette License for Aungparame Grocery Store, 204 E Main Street, through June 30, 2015; Approve Liquor Licenses: (Pending fire inspection passage) RENEWAL: Jax Restaurant; Dollar General Store #2019; Dollar General Store #4206; NEW: Aungparame Grocery Store, 204 E Main Street; second by Martin. Consent agenda adopted 7-0.

MOTIONS:

Schubert moved to set the public hearing for Budget Amendment, Fiscal Year Ending June 30, 2015, for January 26, 2015, second by Gowdy. Motion carried 7-0.

Martin moved to disband the Enterprise Zone Commission, pursuant to state legislation negating the need for the commission, second by Schubert. Motion carried 7-0.

RESOLUTIONS:

Lamer moved to adopt Resolution 2015-002 Authorizing the City to Submit a Grant Application to the Community Foundation of Marshall County, An Affiliate of the Community Foundation of Greater Des Moines, to assist the Lead Hazard Control Program for training, relocation and other program costs, in the amount of \$3,000, relating to purchase of three iPads for field inspections, second by Gowdy. Resolution adopted 7-0.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open for the vacation, conveyance and transfer of city property to the adjacent property owner. Public Works Director Nickels reviewed the area, being alleys near Roger's Elementary School. An easement will be provided for access to underground utilities. There were no written comments received or public comments either for or against the proposal. Mayor Lowrance declared the public hearing closed.

Lamer moved to adopt Resolution 2015-003 Adopting Tentative Resolution Providing for the Vacation, Conveyance and Transfer of Title of the Property Herein Described from the City to the Marshalltown Community School District, (Rogers Elementary School) Authorizing Execution and Delivery of a Quit Claim Deed, being the east/west and north/south alley in and Adjacent to Block 9, Jerome's Addition to Marshall County, second by Schubert. Greer abstained due to his relationship with the school district. Resolution adopted 6-0.

ORDINANCES:

Lamer moved to adopt the second reading Ordinance 14936 Adopting the National Fire Protection Association 70-2014 National Electric Code as the City of Marshalltown Electrical Code Effective February 1, 2015, set public hearing on January 26, 2015, second by Martin. Greer did not vote as he did not hear well enough to participate. Second Reading adopted 6-0.

COUNCIL PROCEEDINGS
JANUARY 12, 2015

Lamer moved to adopt the first reading of Ordinance 14937 Amending the Marshalltown Code of Ordinances Vehicle and Traffic Chapter 20 Regarding adding a Traffic Signal at the Intersection of East Nevada Street and 18th Avenue, second by Schubert. First reading adopted 7-0. Hoop moved to waive the second reading of Ordinance 14937, second by Martin. Second reading waived, 7-0.

FUTURE AGENDA ITEMS DISCUSSION:

The council discussed the following items to be addressed at a future meeting: Acceptance of Fire Grant Award from Martha Ellen Tye Foundation, \$9,055, for purpose of replacing the Fire Station Paging / Alerting System; Iowa River Trail Transportation Alternatives Application (TAP) \$360,000, re: Region 6 Planning Commission; Acceptance of Grant from Branching Out / Trees Forever, \$3,067, for purpose of purchasing trees to be planted in public spaces; Independent Contractor Mowing Agreements for city parcels, Atcher, Smith and Scott Tent; Fees for Campground and Park Rental Shelters; Amend Engineering Services Agreement, HR Green, 2nd Avenue and Ingledue, \$7,500; Council Goals and Action Plan, fiscal year 2015; Budget Update fiscal year ending 6/30/2016.

ADJOURNMENT

The meeting adjourned at 6:10 PM.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

James L. Lowrance, Mayor

Shari L. Coughenour, CMC, City Clerk

200

Council Goals and Action Plans

For 2015

Expand and Improve the Housing Stock in the Community

****Be a participant in the newly formed MEDIC Housing Committee.**

****Investigate and analyze methods to encourage the development of infill lots and new housing developments.**

Partner with citizens, for profit groups, non-profit organizations and other groups to improve the quality of life in Marshalltown.

****Participate with the hospitals redevelopment committee.**

****Look for staff to continue to work on a variety of community initiatives and projects. Examples include, Cleaniac, House of Compassion, SATUCI, Marshalltown Public Arts Committee, United Way, Salvation Army, School District, Not In Our Town, 3rd Grade Reading Campaign and many others.**

Improve City Owned Property

****Do the necessary preliminary work to bring the Police Station construction project of a referendum.**

****Consider public art on public property through partnerships with other entities and groups.**

****Continue to implement the city building plan with an emphasis on investigating the needs of the Fire Station, Coliseum and Senior Center.**

****Continue to replace sidewalks and parts of the trail system in need of repair.**

Strive to Provide Quality City Services

****Review processes to improve the efficiency of the way departments provide services to the public.**

****Continue to investigate ways to utilize technology into daily operations.**

****Review fees to assure that the amount be charged is covering the cost of service for providing the service.**

**Look for ways to improve the City website such as implementing more web based services such as fillable forms.

**Departments need to continue to look for more departmental and where possible, interdepartmental cross training opportunities.

**Identify training needs for compliance and succession planning.

Enhance Marshalltown's Public Image

**Continue to work with groups like Cleaniac and the Central Business District relating to maintaining entry corridors to the city and downtown.

**Partner with HUD to conduct a Community Assessment as part of their Smart Cities program.

**Continue working with community groups on IMAGINE projects, downtown development, trails and other improvement initiatives that can benefit the entire city.

**Pursue grants that will enable the undertaking of projects that relate to trails, public trees, Coliseum and similar projects that will contribute to the quality of life in Marshalltown.

the City of
Marshalltown

[illegible]

Building Division Improvement Value & Fee Summary - Dec. 2014

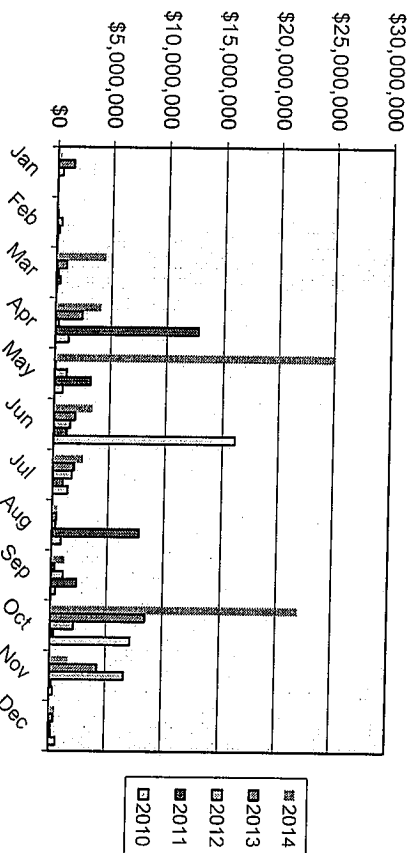
Total Improvement Value Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2014	\$311,000	\$206,000	\$4,457,000	\$4,101,000	\$25,076,000	\$3,500,000	\$2,712,000	\$470,000	\$1,203,000	\$22,044,000	\$1,678,000	\$538,000	\$66,296,000
2013	\$1,470,000	\$101,000	\$953,000	\$2,413,000	\$91,000	\$1,952,000	\$1,922,000	\$373,000	\$308,000	\$8,471,000	\$4,270,000	\$425,000	\$22,749,000
2012	\$489,000	\$449,000	\$178,000	\$292,000	\$1,105,000	\$1,500,000	\$1,732,000	\$316,000	\$1,091,000	\$2,109,000	\$6,665,000	\$170,000	\$16,096,000
2011	\$30,000	\$211,000	\$382,000	\$12,768,000	\$3,274,000	\$1,187,000	\$917,000	\$7,834,000	\$2,318,000	\$307,000	\$201,000	\$208,000	\$29,637,000
2010	\$30,000	\$21,000	\$57,000	\$1,233,000	\$731,000	\$16,118,000	\$1,383,000	\$821,000	\$411,000	\$7,176,000	\$328,000	\$619,000	\$28,928,000

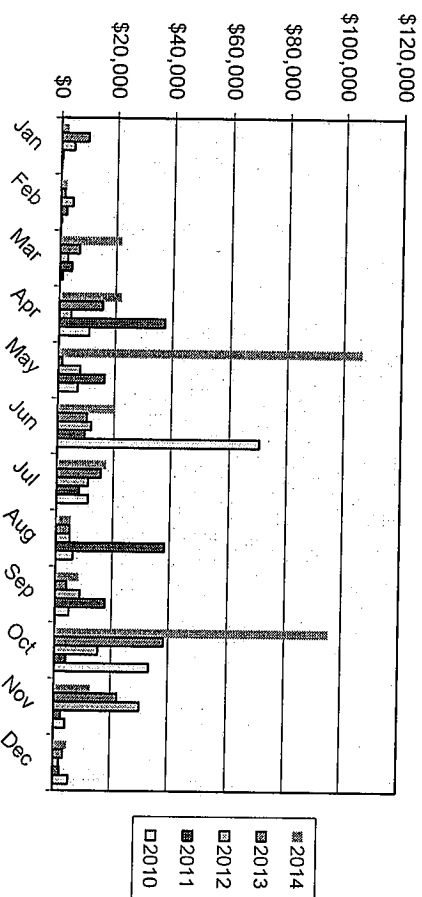
Total Fees Received Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2014	\$2,414	\$1,980	\$21,811	\$22,054	\$106,382	\$20,451	\$17,496	\$5,278	\$8,360	\$95,674	\$12,971	\$4,790	\$319,661
2013	\$9,824	\$1,416	\$7,030	\$15,486	\$1,408	\$10,443	\$15,753	\$4,939	\$3,882	\$38,468	\$22,346	\$3,484	\$134,479
2012	\$4,789	\$4,470	\$2,640	\$4,259	\$7,811	\$12,060	\$11,267	\$4,962	\$8,788	\$15,489	\$30,131	\$1,978	\$108,644
2011	\$593	\$2,266	\$4,377	\$37,412	\$16,471	\$9,698	\$8,081	\$38,227	\$17,675	\$4,020	\$2,473	\$2,336	\$143,629
2010	\$230	\$401	\$1,034	\$10,835	\$7,045	\$70,345	\$11,287	\$6,084	\$4,913	\$33,333	\$3,972	\$5,345	\$154,824

Total Improvement Value Comparison



Total Fees Received Comparison



T2W

**RESOLUTION AUTHORIZING ACCEPTANCE OF A MARTHA-ELLEN TYE
FOUNDATION GRANT IN THE AMOUNT OF \$9,055 FOR THE PURPOSE OF
REPLACING THE FIRE STATION PAGING/ALERTING SYSTEM.**

WHEREAS the City of Marshalltown (hereinafter referred to as the "City"), State of Iowa, is a political subdivision organized and existing under the laws and the Constitution of the State of Iowa (the "State"); and

WHEREAS the Marshalltown Fire Department applied for a grant in the amount of \$4,528 from the Martha-Ellen Tye Foundation in 2014; and

WHEREAS the Martha-Ellen Tye Foundation has awarded the City of Marshalltown a grant in the amount of \$9,055, for the purposes of replacing the fire station paging/alerting system; and

WHEREAS it is in the best interest of the City to accept said grant money.

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

Section 1. The City of Marshalltown, Iowa accepts the \$9,055 grant from the Martha-Ellen Tye Foundation, to be used for replacing the fire station alerting system.

Section 2. Attached hereto is the Contract with the Martha-Ellen Tye Foundation, which is hereby approved and ratified by the Council of the City of Marshalltown, Iowa.

Section 3. David Rierson, Fire Chief, is hereby authorized to execute any and all documents required concerning this matter.

Section 4. This Resolution shall be in full force and effect from and after its passage and adoption as by law required.

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

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Martha-Ellen Tye FOUNDATION

December 22, 2014

David Rierson
Fire Chief
City of Marshalltown
24 N Center St.
Marshalltown, IA 50158

Dear David:

It is my pleasure on behalf of the Martha-Ellen Tye Foundation Gifts and Grants Committee to send the contract for payment of \$9,055 to City of Marshalltown for the fire station alerting system. The check will be mailed to you when the contract has been signed and returned to the Martha-Ellen Tye Foundation.

We look forward to hearing of your progress with MFD Alerting System. Attached you will find the grant contract and information on the required report. We use the report to communicate your successes to the board.

Again, it is our pleasure to help fund the fire station alerting system.

Sincerely,



Karn Gregoire
Executive Director

MARTHA-ELLEN TYE FOUNDATION

16 East Main Street, Suite 260
Phone: 641.752.8340

Marshalltown, Iowa 50158
info@marthaellenttyefoundation.org

ACCEPTANCE OF GRANT: the grant to City of Marshalltown from the Martha-Ellen Tye Foundation is for the explicit purpose(s) described below, and is subject to your acceptance of the following terms. It also affirms that all information in the grant application is correct, including tax status, if applicable. Please read carefully.

Grantee: **Marshalltown City of**

Project Start Date: **12/1/2014**

Amount Authorized: **\$9,055**

Grant Reference Number: **2014-16**

1. The Martha-Ellen Tye Foundation grants to the City of Marshalltown for the purpose of: MFD Alerting System.
2. Evaluation: the City of Marshalltown will provide a final report explaining your effective use of these funds. The report must include the information on the next sheet, but we encourage you to use pictures to help us see the effect of your program.
3. Accounting: City of Marshalltown is responsible for the expenditure of the funds and for maintaining adequate supporting records consistent with generally accepted accounting procedures.
4. Public Reporting: Grantees are welcome to share information with the media, but if reference is made to the Foundation, we ask that you submit the materials to us for prior review.
5. Reversion of Grant Funds: The grantee must return to the Martha-Ellen Tye Foundation any unexpended funds at the close of the grant period. Funds must also be promptly returned
 - a. If the Martha-Ellen Tye Foundation determines that the grantee has not performed in accordance with the terms of the grant or met specific grant conditions of the approved program and its supporting budget.
 - b. If the Grantee's tax status changes:
 1. If the grantee loses an existing exemption from federal income taxation as provided for under Section 501 (C) 3.
6. Limit of Commitment: Unless otherwise stipulated in writing, this grant is made with the understanding that the Martha-Ellen Tye Foundation has no obligation to provide other or additional support to the grantee.

The forgoing conditions are hereby accepted and agreed to as of the date indicated.

Please sign and return to the address above within 1 week of receipt. Your award check will be processed once the signed contract is returned.

Authorized Signature

Printed Name, Title and Date.

Report Form for Grant Recipients

Recipient Organization Name: **City of Marshalltown**

Project Name: **MFD Alerting System**

Project Director: **Randy Wetmore, City Administrator**

Grant amount: **\$9,055**

Project start date: **12/1/2014**

Project End Date: **12/1/2015**

Grant Reference Number: **2014-16**

Reporting Requirements:

Final Report: **12/1/2015**

Please provide the following information on a separate sheet, complete the blanks below and return all materials by the report due date indicated.

1. Overview of the project funded by the Martha-Ellen Tye Foundation.
2. Project objectives. Also include any variances in original objectives with explanations for change.
3. Extent to which objectives have been realized, with evidence to support your conclusions.
4. Factors which contributed to or impeded project's success.
5. Financial report to include: schedule of budgeted amounts per original proposal; actual expenditures and variances; accounting of the use of Martha-Ellen Tye Foundation funds.
6. If applicable, please provide copies of any press releases, media stories or other materials that have been published regarding this particular project. We enjoy seeing pictures of your work and they help us to communicate your successes to the Board.
7. Any comments or suggestions about working with the Martha-Ellen Tye Foundation to help us improve our procedures and practices.

Person completing this report:

Print name and title

Signature and date

This information may also be transmitted digitally to info@marthaellenttyefoundation.org.
Please contact Heidi Pierson, Program Manager if you have any questions.

RAW

2015-

**A RESOLUTION TO APPROVE THE REGION 6 PLANNING COMMISSION
\$360,000 TRANSPORTATION ALTERNATIVES APPLICATION FOR
THE IOWA RIVER TRAIL**

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

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

Whereas Region 6 Planning Commission has allocated \$360,000 of FY 2015 transportation alternative program funds for phase 1 Iowa River Trail work in Marshalltown and Steamboat Rock, and

Whereas the IDOT needs a funding resolution to confirm this so that a funding agreement can be done, and

Whereas the City of Marshalltown will be the lead applicant for this State Recreational Trail funding and that Hardin County will be the joint applicant. Lead applicant means that the City of Marshalltown will be named as grantee on the contract, will expend funds, and be responsible for the grant agreement.

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

Section 1: The \$360,000 Region 6 Planning Transportation Alternatives Program application for phase 1 Iowa River Trail improvement work in Marshalltown and Steamboat Rock is hereby approved.

Section 2: Hardin County and the City of Marshalltown will adequately maintain the trail for its intended use and maintain the trail used to justify this project in public use for a minimum of 20 years following project completion. The City of Marshalltown has an agreement with TRAILS, Inc for trail maintenance.

Section 3: The local match for this project will come from the REAP and State Recreational Trails funds.

Section 4: The City of Marshalltown will act as the lead State Recreational Trails and \$360,000 Region 6 Planning Commission Transportation Alternatives Program applicant.

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

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

TO: Mayor, Council, City Administrator

FROM: Terry Gray, Parks & Recreation

SUBJECT: Iowa River Trail TAP Application

DATE: January 6, 2015

The Region 6 Planning Commission has allocated \$360,000 to the development of the Iowa River Trail in FY15. The City of Marshalltown will be the lead applicant for this funding and Hardin County will be the joint applicant. Lead applicant means that the City of Marshalltown will be named as grantee on the contract, will expend funds, and be responsible for the grant agreement.

This funding is being managed and expended in cooperation with the State Recreation Trail Grant (SRT) that we have been awarded, but have not yet received the contract. The state is holding off on executing that contract agreement until this step for acceptance of the TAP funds is completed.

The resolution will start the following process:

- Once the city executes the resolution, the resolution and the funding application will be sent for review by IDOT.
- IDOT will authorize proceeding through the long federal aid consultant selection process. Marty Wymore, Region 6, will help the city through the process, but much of the communication items with the IDOT will have to through the city's email.
- The IDOT will then send the City the funding contract for the \$360,000 described in the resolution after step 1 is done.
- The contract agreement for the \$775,000 SRT will be sent to us.

True

**RESOLUTION AUTHORIZING ACCEPTANCE OF A GRANT IN THE
AMOUNT OF \$3,067 FROM BRANCHING OUT/TREES FOREVER PROGRAM**

WHEREAS the City of Marshalltown (hereinafter referred to as the "City"), State of Iowa, is a political subdivision organized and existing under the law and the Constitution of the State of Iowa (the "State"); and

WHEREAS the City of Marshalltown applied for a grant from Branching Out/Trees Forever program; and

WHEREAS Branching Out has awarded the City of Marshalltown a grant in the amount of \$3,067 with no matching funds required.

WHEREAS it is in the best interests of the City of Marshalltown to accept this grant.

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

Section 1. The City of Marshalltown, Iowa accepts the \$3067 to be used for the purchase of trees to be planted in public spaces.

Section 2. The Mayor or City Clerk is hereby authorized to execute any and all documents required concerning this matter.

Section 3. This Resolution shall be in full force and effect from and after its passage and adoption as by law required.

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

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

To: Mayor and City Council
From: Terry Gray, Parks and Recreation
Date: January 7, 2015
Subject: Branching Out/Trees Forever Grant Award

A grant was written to the Branching Out Program for the purchase of 33 trees for various parks. The application was written with a 50/50 match of funds. We traditionally ask for donations to secure the match needed. This year, we were awarded the full amount requested and will not have to secure the matching funds. We will be receiving \$3067. The projected planting date of these trees is April 25, 2015.

Row

#2015-

RESOLUTION APPROVING CONTRACT MOWING AGREEMENT BETWEEN
CITY OF MARSHALLTOWN AND INDEPENDENT CONTRACTORS

WHEREAS the City of Marshalltown owns substantial properties which require annual lawn care; and

WHEREAS the City of Marshalltown has developed an independent contractor agreement so as to obtain the needed services pursuant to a written agreement.

WHEREAS it is in the best interest of the City of Marshalltown to award these contracts.

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

Section 1. The attached contract Mowing Agreements are hereby approved and ratified by the Council of the City of Marshalltown, Iowa.

Section 2. The City of Marshalltown Parks & Recreation Department is hereby authorized to use this agreement to obtain independent contractors to provide the required lawn care for City property administered through the Parks and Recreation Department.

Section 3. This Resolution is in full force and effect from and after its passage.

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

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

TO: Mayor, Council and City Administrator

FROM: Terry Gray, Parks & Recreation

SUBJECT: Mowing Bids for 2015

DATE: January 2, 2014

One contract for the mowing of several city parks and public areas was terminated at the end of this past season. These areas were put out for bid in early December. There were three contractors that responded with acceptable bid applications. I recommend that the contracts for these areas are awarded to the low bidder for each. The results are shown below.

2015 Season Mowing Bids				
<i>BOLD indicates low bid</i>				
	<u>Atcher</u>	<u>Smith</u>	<u>Scott Tent</u>	
Anson Park	\$245.00	\$250.00		
Bicentennial Park	\$100.00	\$120.00	\$120.00	
Elks Park		\$55.00	\$36.00	
Glenwood Park		\$50.00		
Goldfinch Park		\$50.00	\$60.00	
Judge Park	\$70.00	\$80.00	\$80.00	
Kiwanis Park	\$100.00	\$125.00	\$100.00	
Anson Creek area/Finkle		\$30.00		
Third Ave. Clover Leaf		\$70.00		
West Southridge Rd		\$40.00	\$60.00	
W Church & 2nd St lot		\$30.00	\$42.00	
East Nevada Creek		\$150.00		
Per mowing	\$515.00	\$420.00	\$36.00	
26 weeks annually	\$13,390.00	\$10,920.00	\$936.00	\$25,246.00

**RESOLUTION APPROVING FEES FOR CAMPGROUND AND PARK RENTAL SHELTERS
IN THE CITY OF MARSHALLTOWN, IOWA**

WHEREAS there is herewith submitted to the City Council of Marshalltown, Iowa, FEES FOR CAMPGROUND AND PARK SHELTER USAGE IN THE CITY OF MARSHALLTOWN, IOWA; and

WHEREAS the Council has fully examined the 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 COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, AS FOLLOWS:

Section 1. The fees for campground usage will be:

Sites	Current Fee	Proposed
Full Hookup	\$ 17.00	\$ 20.00
Electric only	\$ 12.00	\$ 15.00
Non-Electric	\$ 10.00	\$ 12.00

The fees for park shelter usage shall be:

PARK SHELTER	Current Fee	Proposed
Anson (seasonal)	\$55.00	\$ 75.00
Kiwanis (seasonal)	\$45.00	\$ 65.00
Log Cabin (seasonal)	\$30.00	\$ 40.00
Community Building	\$80.00	\$100.00
Reunion Hall	\$65.00	\$ 85.00

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

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

TO: Mayor, Council and City Administrator

FROM: Terry Gray, Parks & Recreation

SUBJECT: Parks and Aquatic Center Fees 2015

DATE: January 8, 2014

The fees for use of the Marshalltown Family Aquatic Center, Riverview Campground and the five park rental shelters have been reviewed. Staff believes that these fees are reasonable and should be accepted. The tables below indicate current fees and proposed increases.

Aquatic Center Fees* No increase proposed	
Daily admission	\$ 3.74
Daily admission after 4:30 p.m.	\$ 2.80
10-Pack Tickets	\$35.05
Water Walking/Lap Swim Daily	\$ 2.57
15-Punch Card (Good for WW/LS & Adult/Tot)	\$32.71
Adult/Tot Swim - One adult and up to two children. (T/TH/Sat)	\$ 2.57
Season Passes* No increase proposed	
Single-person Pass	\$ 82.51
Two-person Family Pass	\$135.00
Three-person Family Pass	\$150.00
4-6 person Family Pass	\$165.00
Additional family members each	\$ 14.02

Aquatic Center Rental fees* No increase	
Zero depth area only	\$ 149.53
Zero depth, lap swim & diving area	\$ 261.68
Lazy river & slide area only	\$ 299.07
Entire aquatic center	\$ 490.65
Special events*	
Night swim	\$ 1.87
Doggie Dip (per dog)	\$ 4.67
Splash Dance	\$ 2.80
Swimming Lesson Fees No increase	
Pre-school class	\$32.00
Learn-to-Swim class	\$42.00
Birthday Splash reservation	
Ten in party* plus small drink	\$25.70/12.50
Ten in party* plus hot dog and drink	\$25.70/17.50
Ten in party* plus pizza and drink	\$25.70/22.50

*Fees are taxable

An increase in park shelter rental fees was recommended by the Parks & Recreation advisory committee. It is recommended that the increase in fees be put in a maintenance fund specifically for building maintenance and needs.

PARK SHELTER	Current Fee	Proposed	Projected increase
Anson (seasonal)	\$55.00	\$ 75.00	\$ 1240
Kiwanis (seasonal)	\$45.00	\$ 65.00	\$ 1060
Log Cabin (seasonal)	\$30.00	\$ 40.00	\$ 430
Community Building	\$80.00	\$100.00	\$ 2980
Reunion Hall	\$65.00	\$ 85.00	\$ 2720
<i>Total projected increase</i>			<i>\$8400.00</i>

Revenue collected for shelter rentals in 2014: \$27,480

Campground fees were raised by \$2.00 in 2008 and put into an improvement project fund. The full hookup sites were set at \$17.00 when those sites were put into service in 2010. Fees charged at our campground are among the lowest in the state. The increased fee would go to support the general fund. The improvement fund, which will not change, generates an average of \$4500 per year.

Sites	Current Fee	Proposed	Projected increase
Full Hookup	\$ 17.00	\$ 20.00	\$ 416
Electric only	\$ 12.00	\$ 15.00	\$ 2625
Non-Electric	\$ 10.00	\$ 12.00	\$ 1503
<i>Total projected increase</i>			<i>\$ 4544</i>

Campground fees collected in 2014: General fund, \$24,772; Improvement fund, \$5066

Trow

RESOLUTION APPROVING AGREEMENT AMENDMENT NO. 1 BY
AND BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND
HR GREEN, INC., FOR ENGINEERING SERVICES
FOR INGLEDUE STORM SEWER REHABILITATION,
BEING PROJECT NO. 29108009 IN THE AMOUNT OF \$7,500.00

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed agreement amendment number 1, in the amount of \$7,500.00 dollars, by and between the City of Marshalltown, Iowa, and HR Green, Inc. relative to providing additional engineering services for the Ingledue Storm Sewer Rehabilitation Project, Being Project No. 29108009.

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 HR Green, Inc. relative to Ingledue Storm Sewer Rehabilitation Project, in the amount of \$7,500.00 dollars, being Project No. 29108009, 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 January, 2015, and signed this _____ day of January, 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

January 5, 2015

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

From: Justin Nickel
Director of Public Works

Re: Agreement – HR Green for amendment to engineering services agreement for Ingledue Storm Sewer Rehab

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

Recommendation: Staff recommends approving the Agreement with HR Green for revisions to final design of project construction plans for a fee not to exceed \$7,500.

Background: HR Green will provide additional services including: revision of plans to newer CAD version, additional meetings, coordination with Alliant Energy regarding utility relocation, redesign to eliminate arch pipe, stormwater flow modeling for detention basin, application for DNR Sanitary permit, street closure planning and design and updating contract documents.

Budget Impact: The project budget has sufficient funds included for this additional fee.

Attachment: Amendment.

cc: Randy Wetmore, City Administrator

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



This is EXHIBIT F, consisting of 2 pages referred to in and part of
the Agreement between Owner and Engineer for Professional
Services dated December 30, 2013.

AMENDMENT NO. 1 TO OWNER-ENGINEER AGREEMENT

1. Background Data:

- a. Effective Date of Owner-Engineer Agreement: December 30, 2013
- b. Owner: City of Marshalltown, Iowa
- c. Engineer: HR Green, Inc.
- d. Project: Ingledue Storm Sewer Rehabilitation Project

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 – Ingledue Storm Sewer Rehabilitation Project

Owner and Engineer hereby agree to modify the above-reference 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 the Amendment is January 12, 2015.

OWNER:

City of Marshalltown, Iowa

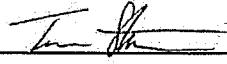
By: _____

Title: _____

Date Signed: _____

ENGINEER:

HR Green, Inc.

By: 

Title: PROJECT MANAGER

Date Signed: 01-05-15

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 below. This Exhibit F amendment includes the following:
 - a. Additional Services completed to date
 - a. Revised all CAD drawings for sheet templates and CAD layer configurations from an older CAD version (circa 2009)
 - b. Two additional meetings
 - c. Resubmittals to Alliant Energy and discussions with Alliant Energy staff regarding intended project schedule and status
 - d. Redesign of the lower storm sewer segment to eliminate arch pipe from the S. 2nd Avenue project reach
 - e. Modeled inflow/outflow information for the detention basin need
 - b. Additional Services to be completed
 - a. IDNR Sanitary Permit
 - b. Defining Traffic Control (street closure)
 - c. Completing Contract Documents
2. For Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
 - a. Additional Services completed to date - \$4,826.00
 - b. Additional Services to be completed - \$2,674.00

This is EXHIBIT F, consisting of 2 pages referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated December 30, 2013.

AMENDMENT NO. 1 TO OWNER-ENGINEER AGREEMENT

1. Background Data:

- a. Effective Date of Owner-Engineer Agreement: December 30, 2013
- b. Owner: City of Marshalltown, Iowa
- c. Engineer: HR Green, Inc.
- d. Project: Ingladue Storm Sewer Rehabilitation Project

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 – Ingladue Storm Sewer Rehabilitation Project

Owner and Engineer hereby agree to modify the above-reference 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 the Amendment is January 12, 2015.

OWNER:

City of Marshalltown, Iowa

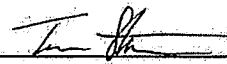
By: _____

Title: _____

Date Signed: _____

ENGINEER:

HR Green, Inc.

By: 

Title: PROJECT MANAGER

Date Signed: 01-05-15

This is **Attachment 1**, consisting of 1 page to
Amendment No. 1, dated January 12, 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 below. This Exhibit F amendment includes the following:
 - a. Additional Services completed to date
 - a. Revised all CAD drawings for sheet templates and CAD layer configurations from an older CAD version (circa 2009)
 - b. Two additional meetings
 - c. Resubmittals to Alliant Energy and discussions with Alliant Energy staff regarding intended project schedule and status
 - d. Redesign of the lower storm sewer segment to eliminate arch pipe from the S. 2nd Avenue project reach
 - e. Modeled inflow/outflow information for the detention basin need
 - b. Additional Services to be completed
 - a. IDNR Sanitary Permit
 - b. Defining Traffic Control (street closure)
 - c. Completing Contract Documents
2. For Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
 - a. Additional Services completed to date - \$4,826.00
 - b. Additional Services to be completed - \$2,674.00

**NOTICE OF PUBLIC HEARING
AMENDMENT OF CURRENT CITY BUDGET**

The City Council of Marshalltown in MARSHALL County, Iowa
will meet at City Council Chambers

at 5:30 on February 9, 2015
(hour) (Date)

,for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2015
(year)
by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given.
Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	10,397,290		10,397,290
Less: Uncollected Property Taxes-Levy Year	2			0
Net Current Property Taxes	3	10,397,290	0	10,397,290
Delinquent Property Taxes	4			0
TIF Revenues	5	1,246,643		1,246,643
Other City Taxes	6	4,594,795		4,594,795
Licenses & Permits	7	197,850		197,850
Use of Money and Property	8	221,861		221,861
Intergovernmental	9	9,813,748	400,000	10,213,748
Charges for Services	10	7,013,791		7,013,791
Special Assessments	11	15,000		15,000
Miscellaneous	12	1,358,436		1,358,436
Other Financing Sources	13	38,616,939		38,616,939
Total Revenues and Other Sources	14	73,476,353	400,000	73,876,353
Expenditures & Other Financing Uses				
Public Safety	15	9,222,783		9,222,783
Public Works	16	4,237,304		4,237,304
Health and Social Services	17	1,310,895	335,900	1,646,795
Culture and Recreation	18	2,906,224		2,906,224
Community and Economic Development	19	4,188,087	151,510	4,339,597
General Government	20	1,844,492		1,844,492
Debt Service	21	3,415,195		3,415,195
Capital Projects	22	19,748,017		19,748,017
Total Government Activities Expenditures	23	46,872,997	487,410	47,360,407
Business Type / Enterprises	24	14,145,639		14,145,639
Total Gov Activities & Business Expenditures	25	61,018,636	487,410	61,506,046
Transfers Out	26	15,116,939		15,116,939
Total Expenditures/Transfers Out	27	76,135,575	487,410	76,622,985
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	28	-2,659,222	-87,410	-2,746,632
Beginning Fund Balance July 1	29	17,083,906		17,083,906
Ending Fund Balance June 30	30	14,424,684	-87,410	14,337,274

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

Add budget for lead grant awarded in 2014. Correction to wages in section 8.

There will be no increase in tax levies to be paid in the current fiscal year named above related to the proposed budget amendment. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget.

Lori Stansberry
City Clerk/ Finance Officer Name

Affidavit of Publication

STATE OF IOWA,
Marshall County, ss.

City of Marshalltown

Notice of Hearing on 2015 Amendment to Urban Renewal
Plan for Marshalltown Urban Renewal Area No. 2

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

One

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

Jan. 8, 2015

Statutory fees for publishing said notice are:

17.89

Kenna Jo Lanbertsen

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

Sandra Plummer

Sandra Plummer, Notary Public

Marshall County, Iowa

Commission No. 766297

Commission Expires January 14, 2017

Account No. and Account Name

L02000 City of Marshalltown



PUBLIC NOTICE

NOTICE OF HEARING ON
2015 AMENDMENT TO URBAN
RENEWAL PLAN FOR
MARSHALLTOWN URBAN
RENEWAL AREA NO. 2

Notice Is Hereby Given: That at 5:30 o'clock p.m., at the Council Chambers, Marshalltown, Iowa, on the 26th day of January, 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. 2 to add new property and to include a new urban renewal project related to a proposed economic development agreement between the City and Menard, Inc. in connection with the construction of a manufacturing facility by Menard, Inc., pursuant to which the City would rebate 60% of the incremental property taxes to be paid by Menard, Inc. for a period of twenty years, in a maximum amount not to exceed \$1,325,000.

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 L. Coughenour, City
Clerk, Marshalltown, Iowa
-----18259

**RESOLUTION CONFIRMING CONFORMITY OF TIF DISTRICT NUMBER 2 EXPANSION TO 2030
COMPREHENSIVE PLAN**

WHEREAS the City of Marshalltown seeks to expand TIF District Number 2 for the purposes of economic development, and

WHEREAS the 2030 Comprehensive Plan Future Land Use Plan indicates the entirety of the proposed expansion area to be an Industrial Zoning classification, and

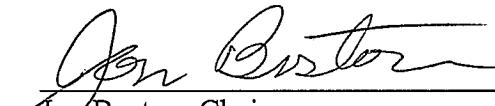
WHEREAS The Plan & Zoning Commission has reviewed the proposed expansion plan for conformity with the 2030 Comprehensive Plan.

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

Section 1. The proposed expansion of TIF District Number 2 conforms to the 2030 Comprehensive Plan Future Land Use Plan.

Passed this 15th day of January 2015 and signed this 20 day of January 2015.

CITY OF MARSHALLTOWN



Jon Boston, Chair,
Plan & Zoning Commission

ATTEST:



SHARI L. COUGHENOUR, City Clerk

RESOLUTION NO. 2015-010

A resolution to approve 2015 Urban Renewal Plan Amendment for the Marshalltown Urban Renewal Area No. 2

WHEREAS, the City Council of the City of Marshalltown, Iowa (the "City") has created the Marshalltown Urban Renewal Area No. 2 (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 or adds new property, a city must amend the existing urban renewal plan to include that new project; and

WHEREAS, an amendment to the urban renewal plan for the Urban Renewal Area has been prepared which provides for the addition of certain property to the Urban Renewal Area and also describes a proposed economic development agreement between the City and Menard, Inc. in connection with the construction of a manufacturing facility by Menard, Inc., pursuant to which the City would rebate 60% of the incremental property taxes to be paid by Menard, Inc. for a period of twenty years, in an amount not to exceed \$1,325,000; and

WHEREAS, notice of a public hearing by the City Council of the City on the proposed urban renewal plan amendment for the Urban Renewal Area was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the Council has conducted said hearing; and

WHEREAS, copies of the urban renewal plan amendment, notice of public hearing and notice of a consultation meeting with respect to the urban renewal plan amendment were sent to Marshall County and the Marshalltown Community School District; the consultation meeting was held and responses to any comments or recommendations received following the consultation meeting were made as required by law; and

WHEREAS, the urban renewal plan amendment was reviewed by the City's plan and zoning commission;

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

Section 1. It is hereby determined by this City Council as follows:

A. The 2015 Amendment to the Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 2 conforms to the general plan of the City.

B. The project described in the 2015 Amendment to the Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 2 is necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 2. The 2015 Amendment to the Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 2, attached hereto and made a part hereof, is hereby in all respects approved.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved January 26, 2015.

Mayor

Attest:

City Clerk

**CITY OF MARSHALLTOWN, IOWA
MARSHALLTOWN URBAN RENEWAL AREA NO. 2**

**2015 AMENDMENT
URBAN RENEWAL PLAN**

January, 2015

The Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 2 (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 and to add new property to the Urban Renewal Area.

The project involves the use of incremental property tax revenues to make economic development payments to Menard, Inc., in an amount not to exceed \$1,325,000, in connection with the construction of a manufacturing facility by Menard, Inc., to be located in the Urban Renewal Area. Payments will be made for twenty years, in an amount equal to 60% of the incremental property tax payments that are attributable to the new facility.

The property on which the manufacturing facility will be located, legally described on Exhibit A, is being added to the Urban Renewal Area by this Amendment.

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:	\$1,325,000

EXHIBIT A

Legal Description of Property to be added to Marshalltown Urban Renewal Area No. 2

The southeast quarter of Section 1, Township 83 North, Range 18 West of the 5th P.M., City of Marshalltown, Marshall County, Iowa;

Except Parcel "A" located in the southwest quarter of the southeast quarter of Section 1, Township 83 North, Range 18 West of the 5th P.M., City of Marshalltown, Marshall County, Iowa, as shown by amended plat of survey recorded as document No. 2005-00007117 of the Records of the Marshall County Recorder's Office.

Affidavit of Publication

STATE OF IOWA,
Marshall County, ss.

City of Marshalltown
Notice of Hearing on Development Agreement with
Menard, Inc.

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

One

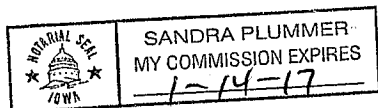
consecutive weeks on the days and dates as follows, to-wit:
Jan. 8, 2015

Statutory fees for publishing said notice are:
21.22

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

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

Account No. and Account Name
L02000 City of Marshalltown



PUBLIC NOTICE

**NOTICE OF HEARING ON
DEVELOPMENT AGREEMENT
WITH MENARD, INC.**

The City Council of the City of Marshalltown, Iowa, will meet at the Council Chambers, in the City, on the 26th day of January, 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 Menard, Inc. in connection with the construction of a manufacturing facility, which provides for certain incentives in the form of economic development payments in a total amount not exceeding \$1,325,000, 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 Menard, Inc., located within the Marshalltown Urban Renewal Area No. 2.

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 L. Coughenour, City
Clerk, Marshalltown, Iowa
-----18260

RESOLUTION 2015-011

Approving Development Agreement with Menard, Inc., Authorizing Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

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. 2 (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 (the "Urban Renewal Tax Revenue Fund"), 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, an agreement between the City and Menard, Inc. (the "Company") has been prepared (the "Agreement"), pursuant to which the Company would construct a manufacturing facility in the Urban Renewal Area (the "Menard Project") and the City would provide tax increment payments in a total amount not exceeding \$1,325,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on January 26, 2015, and has otherwise complied with statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa ("Chapter 15A") declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

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

Section 1. Pursuant to the factors listed in Chapter 15A, the Council hereby finds that:

(a) The Menard Project will add diversity and generate new opportunities for the Marshalltown and Iowa economies;

(b) The Menard Project will generate public gains and benefits, particularly in the creation of new jobs, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the property tax payments to Menard, Inc.

Section 3. The Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property described as follows:

The southeast quarter of Section 1, Township 83 North, Range 18 West of the 5th P.M., City of Marshalltown, Marshall County, Iowa;

Except Parcel "A" located in the southwest quarter of the southeast quarter of Section 1, Township 83 North, Range 18 West of the 5th P.M., City of Marshalltown, Marshall County, Iowa, as shown by amended plat of survey recorded as document No. 2005-00007117 of the Records of the Marshall County Recorder's Office.

(the "Menard Subfund").

Section 5. The City hereby pledges to the payment of the Agreement the Menard Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Marshall County to evidence the continuing pledging of the Menard Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved this 26th day of January, 2015.

Mayor

Attest:

City Clerk

Affidavit of Publication

STATE OF IOWA,
Marshall County, ss.

City of Marshalltown

Public hearing on a proposal for adoption by reference,
with certain amendments, the 2014 National Electrical
Code,

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

One

consecutive weeks on the days and dates as follows, to-wit:
Jan. 12, 2015

Statutory fees for publishing said notice are:
16.64

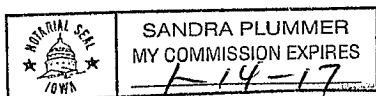
Kenna Jo Lanbertsen

Sworn to before me and subscribed in my
presence by the said Kenna Jo Lanbertsen this
Thirteenth Day of Jan., 2015

Sandra Plummer

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

Account No. and Account Name
L02000 City of Marshalltown



PUBLIC NOTICE

The Marshalltown City Council
will hold a public hearing on a
proposal for adoption by refer-
ence, with certain amendments,
the 2014 National Electrical
Code, specifically the National
Electrical Code, 2014 edition,
published by the National Fire
Protection Association, 1 Batter-
ymarch Park, Quincy MA
02169-7471. The hearing will
occur in conjunction with the fi-
nal reading of Ordinance 14935
to amend the code of ordi-
nances, City of Marshalltown,
Iowa by adopting the 2014 Na-
tional Electrical Code, by refer-
ence as amended, at 5:30 PM
on Monday, January 26, 2015,
at the Marshalltown City Council
Chambers at 10 West State
Street, Marshalltown, Iowa. Any
individual may file written com-
ments and/or be heard at said
hearing.

More information on this pro-
posed ordinance and the electri-
cal code as referenced are
available for public inspection at
the City Clerk's office during nor-
mal business hours.

This notice is published by
order of the City Council pur-
suant to sections 362.3 and
380.10 of the Code of Iowa.

Shari L. Coughenour,
City Clerk
City of Marshalltown
-----18271



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

12/2/2014

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

From: Dave Daters
City Electrical Inspector

Re: Adoption of the 2014 National Electric Code

Policy Issue: Adopting the latest electrical code requires Governing Body approval.

Recommendation: Staff recommends adopting the 2014 National Electrical Code

Background: The National Electric Code is updated every three years to modify and clarify existing rules. The State of Iowa has adopted the 2014 National Electrical Code. To coincide with the State, the City should adopt the 2014 Code.

Budget Impact: None

Attachment: None

cc: Randy Wetmore, City Administrator

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



ORDINANCE 14935 ADOPTING THE NATIONAL FIRE PROTECTION
ASSOCIATION 70 - 2014 NATIONAL ELECTRIC CODE AS THE
CITY OF MARSHALLTOWN ELECTRICAL CODE
EFFECTIVE FEBRUARY 1, 2015

WHEREAS the State of Iowa is adopting the 2014 National Electric Code effective January 1, 2015; and

WHEREAS the City of Marshalltown licenses Electrical Contractors, Journeymen Electricians, and issues Electrical Permits; and

WHEREAS the City Council finds the adoption of the 2014 National Electric Code is in the best interest of the City of Marshalltown, Iowa.

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

Section 1. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by repealing Section 11-4 and enacting the following as a substitute:

"11-4. The 2014 National Electrical Code as recommended by the National Fire Protection Association is hereby adopted in full, by reference, specifically the National Electrical Code, 2014 edition, published by the National Fire Protection Association, 1 Batterymarch Park, Quincy MA 02169-7471, except as amended by Section 11-5."

Section 2. Section 11-5. Amendments to the Current National Electric Code, be repealed and enacting the following as a substitute:

With the exception that Rule 661-504.1 (103) be rescinded and adopt in lieu thereof the following new rule.

661—504.1(103) Installation requirements. The provisions of the National Electrical Code, 2011 edition, published by the National Fire Protection Association, 1 Batterymarch Park, Quincy MA 02169-7471, are adopted as the requirements for electrical installations performed by persons licensed pursuant to 661—Chapters 500 through 503 and to installations subject to inspection pursuant to Iowa Code chapter 103 with the following amendments.

504.(1) Add the following exceptions to section 210.8, paragraph (A), subparagraph (2):

- a. Exception No.1 to (2): Receptacles that are not readily accessible>
- b. Exception No.2 to (2): A single receptacle or a duplex receptacle for two appliances located within dedicated space for each appliance that, in normal use, is not

easily moved from one place to another and that is cord-and-plug connected in accordance with 400.7 (A)(6), (A)(7), or (A)(8).

c. Receptacles installed under the exceptions to 210.8(A)(2) shall not be considered as meeting the requirements of 210.52 (G).

504.1(2) Add the following exceptions to section 210.8 (A)(5).

a. Exception No.2 to (5): Receptacles that are not readily accessible.

b. Exception No.3 to (5): A single receptacle or a duplex receptacle for two appliances located within dedicated space for each appliance that, in normal use, is not easily moved from one place to another and that is cord-and-plug connected in accordance with 400.7 (A)(6), (A)(7) or (A)(8).

c. Receptacles installed under the exceptions to 210.8(A)(5) shall not be considered as meeting the requirements of 210.52(G).

504.1(3) Eliminate the exception to the section 220.12 and instead implement the following exception;

Exception: Where the building is designed and constructed to comply with an energy code adopted by the local authority, the lighting load shall be permitted to be calculated at the values specified in the energy code.

504.1(4) Eliminate section 406.4(d)(4).

504.1(5) Eliminate section 210/12b/

This rule is intended to implement Iowa Code chapter 103.

Section 3. The Clerk of the City of Marshalltown shall publish the public hearing notice as required by law.

Section 4. That this ordinance shall be set for public hearing as by law provided on the 26th day of January, 2014, and shall be in full force and effect after its passage and publication as provided by law.

Passed this 26th day of January, 2015, and signed this ____ day of January, 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

12/16/2014

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

From: Justin Nickel
Director of Public Works

Re: 18th Avenue and East Nevada Street Traffic Control – Alliant

Policy Issue: None, signs could be installed without revision of City ordinance.

Recommendation: Staff recommends installation of warning signs on Northbound and Southbound 18th Avenue.

Background: Alliant staff requested the installation of additional traffic control measures for safety on 18th Avenue. Staff investigated and recommends installation of warning signs for turning trucks on 18th Avenue at East Nevada Street. Additional measures could be installed if safety issues persist after the installation of these signs.

Budget Impact: None. Street maintenance staff could manufacture and install warning signs if instructed to do so.

Attachment: Agreement.

cc: Randy Wetmore, City Administrator

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



T210W

#14937

ORDINANCE AMENDING THE MARSHALLTOWN CODE OF ORDINANCES VEHICLE AND
TRAFFIC CHAPTER 20 REGARDING ADDING TRAFFIC SIGNAL AT THE INTERSECTION OF
NEVADA STREET AND 18th AVENUE

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

Section 1. Chapter 20-42 of the Marshalltown Code of Ordinances is hereby revised by adding
the following traffic signal locations:

Added Signals:

- 1) #31 Nevada Street at 18th Avenue.

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

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

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

ORDINANCE NO. 14938

AN ORDINANCE PROVIDING FOR THE DIVISION OF TAXES LEVIED ON TAXABLE PROPERTY IN THE 2015 AMENDMENT TO THE MARSHALLTOWN URBAN RENEWAL AREA NO. 2, PURSUANT TO SECTION 403.19 OF THE CODE OF IOWA

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

Section 1. Purpose. The purpose of this ordinance is to provide for the division of taxes levied on the taxable property in the 2015 Amendment to the Marshalltown Urban Renewal Area No. 2 of the City of Marshalltown, Iowa, each year by and for the benefit of the state, city, county, school districts or other taxing districts after the effective date of this ordinance in order to create a special fund to pay the principal of and interest on loans, moneys advanced to or indebtedness, including bonds proposed to be issued by the City of Marshalltown to finance projects in such area.

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

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

“County” shall mean Marshall County, Iowa.

“Urban Renewal Area Amendment” shall mean a certain portion of the taxable property included in the 2015 Amendment to the Marshalltown Urban Renewal Area No. 2 of the City of Marshalltown, Iowa, the description of which taxable property is set out below, approved by the City Council by resolution adopted on January 26, 2015:

The southeast quarter of Section 1, Township 83 North, Range 18 West of the 5th P.M., City of Marshalltown, Marshall County, Iowa;

Except Parcel “A” located in the southwest quarter of the southeast quarter of Section 1, Township 83 North, Range 18 West of the 5th P.M., City of Marshalltown, Marshall County, Iowa, as shown by amended plat of survey recorded as document No. 2005-00007117 of the Records of the Marshall County Recorder’s Office.

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

(a) that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area Amendment, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City certifies to

the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the special fund referred to in paragraph (b) below, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. For the purpose of allocating taxes levied by or for any taxing district which did not include the territory in the Urban Renewal Area Amendment on the effective date of this ordinance, but to which the territory has been annexed or otherwise included after the effective date, the assessment roll applicable to property in the annexed territory as of January 1 of the calendar year preceding the effective date of the ordinance which amends the plan for the Urban Renewal Area Amendment to include the annexed area, shall be used in determining the assessed valuation of the taxable property in the annexed area.

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

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

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

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

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

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

Passed by the Council of the City of Marshalltown, Iowa, the ____ day of _____, 2015.

Mayor

Attest:

City Clerk

Approved this ____ day of _____, 2015.

Mayor

Attest:

City Clerk

Baw

RESOLUTION APPROVING AGREEMENT AMENDMENT NO. 1 BY
AND BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND
CLAPSADDLE –GARBER ASSOCIATES, INC. FOR ENGINEERING SERVICES
FOR ALLIANT GAS FIRED PLANT / EAST NEVADA ST. REBUILD,
BEING PROJECT NO. 66013014 IN THE AMOUNT OF \$41,945.00

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed agreement amendment number 1, in the amount of \$41,945.00 dollars, by and between the City of Marshalltown, Iowa, and Clapsaddle-Garber Associates, Inc. relative to providing additional engineering services for the Alliant Gas Fired Plant / East Nevada St. Rebuild, Being Project No. 66013014.

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 Clapsaddle – Garber Associates, Inc. relative to Alliant Gas Fired Plant / East Nevada St. Rebuild Project, in the amount of \$41,945.00 dollars, being Project No. 66013014, 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 9th day of February 2015, and signed this _____ day of February 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

January 19, 2015

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

From: Justin Nickel
Director of Public Works

Re: Agreement – Clappsaddle Garber and Associates for amendment to engineering services agreement for East Nevada Street

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

Recommendation: Staff recommends approving the Agreement with CGA for additional construction administration and inspection for a fee not to exceed \$41,945.

Background: CGA will provide additional construction administration and inspection services for a period not to exceed 25 weeks. The contractor, Blommers Construction, was contractually obligated to complete construction in 120 days which corresponds to October 20, 2014. To date, the contractor has not completed the construction. The original contract with CGA specified services to be performed for a period not to exceed 12 weeks which corresponds to September 8. This amendment to engineering services accounts for the additional costs and time construction administration and inspection is required to complete the project.

Budget Impact: Alliant Energy is reimbursing the City for all costs associated with this project. Once construction is complete, the City will seek to recoup these extra engineering costs from the contractor along with liquidated damages.

Attachment: Amendment.

cc: Randy Wetmore, City Administrator

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



**Letter Amendment
To the Standard Agreement for
Engineering Services
Between
The City of Marshalltown, Iowa (Owner)
and
Clapsaddle-Garber Associates, Inc., Marshalltown, IA (the Engineer)**

**Project: East Nevada Street Improvements 66013014
 Marshalltown, Iowa
 CGA PN 1637**

Amendments to Standard Agreement for Engineering Services:

Attachment B, Part A shall be amended as follows:

For the **Construction Phase Services** described in Attachment A, **Task 5**, the fees shall not exceed ~~\$72,300~~ **\$114,245** for a construction period that does not exceed ~~12~~ **25** weeks.

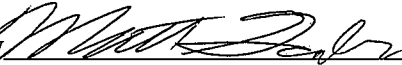
Additional Information:

The amendment to the fees are based on current expenses incurred by the Engineer as of 11/14/14, including a reasonable assumption that final completion of the project will be met within 21 calendar days of 11/14/14. Proposed amendment is an increase of \$41,945.

IN WITNESS THEREOF, the parties have made and authorize their representatives to execute this Letter Amendment to the *STANDARD AGREEMENT FOR ENGINEERING SERVICES* on this _____ day of _____, 20____.

Authorization to Proceed:

ENGINEER:
Clapsaddle-Garber Associates, Inc.

By: 
Matt D. Garber, P.E., P.L.S.
President, CEO

OWNER:
The City of Marshalltown

By: _____
Title: _____

726W

RESOLUTION APPROVING CONTRACT CHANGE ORDER #1
FOR THE ALLIANT GAS FIRED PLANT / EAST NEVADA STREET REBUILD SEWER
PHASE PROJECT NUMBER 66013014
A DECREASE OF \$3,871.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Raccoon Valley Contractors of Waukee, IA, for the labor and material for the Alliant Gas Fired Plant / East Nevada Street Rebuild SEWER PHASE Project 66013014; and

WHEREAS A decrease is requested for connecting a 4" sanitary sewer service to the 18" main to successfully complete the project for the Alliant Gas Fired Plant / East Nevada Street Rebuild SEWER PHASE Project in the amount of \$3,871.00.

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

Section1. That the contract Change Order #1 for the Alliant Gas Fired Plant / East Nevada Street Rebuild SEWER PHASE Project 66013014, in the decreased amount of \$3,871.00 is hereby accepted and approved.

Passed this 9th day of February, 2015 and signed this _____ day of February, 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

January 20, 2015

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

From: Justin Nickel
Director of Public Works

Re: Change Order #1– Raccoon Valley Contractors for Alliant Sewer Extension/
Siphon Replacement (Proj. No 66013014)

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

Recommendation: Staff recommends approving Change Order #1 with Raccoon Valley Contractors for a decrease in the amount of \$3,871.00.

Background: This change order is for labor and materials to make a 4" sanitary sewer service connection to the 18" main. An adjustment was required to move the connection location to avoid conflict at the manhole with the 18" pipe. The change amounts to a net decrease because item 3.01 (Trench Foundation) and 3.02 (Replacement of unsuitable backfill material) were not used during construction.

Budget Impact: The cost of these improvements is being reimbursed by Alliant Energy.

Attachment: Change Order No. 1.

cc: Randy Wetmore, City Administrator

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



Change Order No. 1

Project: Alliant Sewer Extension / Siphon Replacement	Date of Contract: November 24, 2014
Owner: City of Marshalltown	Owner's Contract No.: 66013014
Engineer: FOX Engineering	Engineer's Project No.: 2407-13A
Contractor: Raccoon Valley Contractors	Date of Issuance: January 5, 2015

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

DESCRIPTION:

<u>Item 1</u>	Connection of 4" sanitary sewer service to 18" main.	Add	\$1,149.00	for this change.
<u>Item 2</u>	Delete Bid Item 3.01 (not needed for project)	Deduct	\$1,820.00	for this change.
<u>Item 3</u>	Delete Bid Item 3.02 (not needed for project)	Deduct	\$3,200.00	for this change.

Attachments: Change Proposal from Raccoon Valley Contractors

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$235,332.00

☐ Increase ☐ Decrease from previously approved Change Orders:

\$

Contract Price prior to this Change Order:

\$235,332.00

☐ Increase ☒ Decrease of this Change Order:

\$ 3,871.00

Contract Price incorporating this Change Order:

\$231,461.00

CHANGE IN CONTRACT TIMES:

Original Contract ☐ Working ☐ Calendar

Substantial completion: December 30, 2014

Ready for final payment: June 30, 2015

☐ Increase ☐ Decrease from previously approved Change Orders:

Substantial completion (days): N/A

Ready for final payment (days): N/A

Contract Times prior to this Change Order:

Substantial completion: December 30, 2014

Ready for final payment: June 30, 2015

☐ Increase ☐ Decrease of this Change Order:

Substantial completion (days): N/A

Ready for final payment (days): N/A

Contract Times with all approved Change Orders:

Substantial completion: December 30, 2014

Ready for final payment: June 30, 2015

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 1/13/15

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 1-6-15

Raccoon Valley Contractors

520 SE Prairie Park Ln

Waukee, IA 50263

Office 515-987-8754

Fax 877-489-1555

Change Order 1

12/11/2014

TO: John Washington

Fox Engineering Associates

Ames, IA 50010

Project: Marshalltown Alliant Sewer Extension

Connecting sewer service to main line					
1	Labor	HR	1	\$ 500.00	\$ 500.00
2	Service Y	Each	1	\$ 480.00	\$ 480.00
3	Reducer	Each	1	\$ 35.00	\$ 35.00
4	Fernco	Each	1	\$ 30.00	\$ 30.00
5	Bends	Each	2	\$ 13.00	\$ 26.00
6	4" pipe	Each	1	\$ 28.00	\$ 28.00
7	1" Clean Rock	LS	1	\$ 50.00	\$ 50.00
Total				\$	1,149.00
				\$	

Excludes:

ACCEPTED:

Date:

Company:

By:

Title

Raccoon Valley Contractors, LLC

By:

Date:

7242

RESOLUTION APPROVING ENGINEERING SERVICES CONTRACT WITH FOX
ENGINEERING ASSOCIATES INC., AND THE CITY OF MARSHALLTOWN FOR
THE 2014 SANITARY SEWER REHAB PROJECT IN THE CITY OF
MARSHALLTOWN, IOWA, BEING PROJECT NUMBER 59014007 IN THE
AMOUNT OF \$36,900.00

WHEREAS the City of Marshalltown has contracted with FOX Engineering Associates Inc., for Engineering Services for the 2014 Sanitary Sewer Rehab Project.

WHEREAS Engineering Services are required for project design and construction and;

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 2014 Sanitary Sewer Rehab Project in the amount of \$36,900.00, be accepted and approved.

Passed this 9th day of February 2015, and signed this ____ day of February 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

January 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 2014 Sanitary Sewer Rehabilitation Project (59014007)

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

Recommendation: Staff recommends approving the Agreement with Fox for design of the 2014 Sanitary Sewer Rehabilitation project for a fee not to exceed \$36,900. The project consists of installation of cured in place (CIPP) lining of sewers and lining of 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



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 2014 Sanitary Sewer Rehabilitation Project – Number 59014007. These services include providing planning, engineering design, construction documents, and construction related services for the sanitary sewer improvements located in the City of Marshalltown. The improvements will include cured-in-place (CIPP) lining of sewers, cementitious lining of manholes, and manhole chimney seals (the Project); and, WHEREAS, the Owner requires certain engineering services in connection with the Project (the Services);

and,

WHEREAS, the Engineer is prepared to provide the Services;

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

ARTICLE 1 - EFFECTIVE DATE

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

ARTICLE 2 - GOVERNING LAW

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

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform the Services described in Exhibit A, Scope of Services, in accordance with applicable sections of the City of Marshalltown Storm and Sanitary Sewer Specifications, 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

Contract No. _____
Project No. 59014007

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

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

James Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Date

Engineer

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

**EXHIBIT A
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Marshalltown, Iowa
Engineer: FOX Engineering Associates, Inc.
Project Number & Name: 59013009 – 2014 Sanitary Sewer Rehabilitation 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 2014 Sanitary Sewer Rehabilitation Project will consist of the installation of cured-in-place (CIPP) lining of sanitary sewers, cementitious lining of sanitary sewer manhole, and manhole chimney seals in the area generally located within the City of Marshalltown, as shown on the attached map. The Engineer will provide planning, engineering design, construction documents, and construction related services for the project. An evaluation of the sanitary sewer condition will be made by the Engineer, based on video inspection records completed previously by others. Approximately 250,000 lineal feet of inspection records has been evaluated by the Engineer to identify approximately 53,000 lineal feet of sanitary sewer to be lined as part of the project. The project will also include cementitious lining of approximately 340 sanitary sewer manholes and manhole chimney seals. The selection of manholes for rehabilitation will be based on manhole evaluations completed previously by City staff. Contract Documents will be prepared using base mapping and GIS information provided by the City. It is not anticipated that topographic survey of the sanitary sewer system, sanitary sewer capacity, further evaluation of sanitary sewer manhole conditions, or additional video inspection of sanitary sewers will 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 regular 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 by others. Approximately 250,000 lineal feet of inspection records will be evaluated to identify approximately 53,000 lineal feet of sanitary sewer to be lined as part of the project. Sanitary manhole evaluations, completed by the City, will be used to identify manholes to be lined. Approximately 340 manholes will be lined as part of the project and have chimney seals installed.

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

Prepare and submit an Iowa DNR Wastewater Construction Permit, and supporting documents, for the 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: 59014007 – 2014 Sanitary Sewer Rehabilitation 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 \$36,900 on the following assumed distribution of compensation:

Task 420 - Final Design, Plans, Specifications and Preparation of Contract Documents...fixed fee \$28,400
Task 440 - Bidding Phase Services....fixed fee \$8,500

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: 59014007 – 2014 Sanitary Sewer Rehabilitation 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: 59014007 – 2014 Sanitary Sewer Rehabilitation 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
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Marshalltown, Iowa
 Engineer: FOX Engineering Associates, Inc.
 Project Number & Name: 59014007 – 2014 Sanitary Sewer Rehabilitation Project

Project Schedule

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

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

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

ITEM	DATE	COMMENTS
PROJECT INITIATION	2014	Second Phase of Project
PROJECT TO COUNCIL	Feb. 9, 2015	Council Discussion
PLANS, SPECS., CONTRACT & ESTIMATE OF COST ON FILE	Feb. 23, 2015	Plans completed by FOX.
RESOLUTION ORDERING CONSTRUCTION & SETTING HEARING	Feb. 23, 2015	Regular Council Meeting (2 nd Monday)
NOTICE TO BIDDERS	Feb. 24, 2015	Notice of Hearing & Letting
NOTICE OF HEARING ON PLANS & SPECS.	Feb. 24, 2015	Notice of Hearing & Letting
A) DATE PUBLISHED	2/24 to 3/5	Estimated date
B) HEARING DATE	Mar. 9, 2015	Regular Council Meeting

RESOLUTION APPROVING PLANS & SPECS. AFTER HEARING	Mar. 9, 2015	Regular Council Meeting
BID OPENING DATE	Mar. 12, 2015	In office opening.
RESOLUTION ACCEPTING BIDS AND AWARDED CONTRACT	Mar. 23, 2015 April 13, 2015	Council Discussion Council Meeting
RESOLUTION APPROVING CONTRACT & BOND	April 27, 2015	Council Meeting
PRE-CONSTRUCTION MEETING	May 2015	At WWTP
PROJECT START DATE	May 2015 August 2015	Suggested start Estimated Start Date for CIPP Work
COMPLETION DATE	Oct 1, 2016	Substantial/ Final would be December 31, 2018
RESOLUTION ACCEPTING CERTIFICATE OF COMPLETION & PROJECT	Nov./Dec 2016	Regular Council Meeting



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

2015 Fee Schedule

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

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

Listed rates are effective through December 31, 2015.

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

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

Riser

RESOLUTION APPROVING ENGINEERING SERVICES CONTRACT
WITH HR GREEN, INC., FOR
LEVEE GATEWELL REPAIR PROJECT
IN THE CITY OF MARSHALLTOWN, IOWA,
BEING PROJECT NUMBER 29113019
IN THE AMOUNT OF \$149,600.00

WHEREAS the contract with HR Green, for Engineering Services for plans and specifications for the construction of the Levee Gatewell Repair Project and that the said contract is now before this Council for final approval.

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

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

Section 1. That the contract for Engineering Services Agreement for the Levee Gatewell Repair Project in the amount of \$149,600.00 be accepted and approved.

Passed this 9th day of February, 2014, and signed this ____ day of February, 2014.

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

January 19, 2015

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

From: Justin Nickel
Director of Public Works

Re: Agreement – HR Green for engineering services for Iowa River Levee, Linn Creek Levee and Floodwall System Reconstruction and Repairs

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

Recommendation: Staff recommends approving the Agreement with HR Green for design of the Levee and Floodwall System Repairs project for a fee not to exceed \$149,600. The project consists of Phase 1 of improvements to the levee including: raising sections of the earthen flood control structure, trail removal and reconstruction and removing and replacing gateways.

Background: In 2013 HR Green was hired to perform preliminary engineering for reconstruction and repair to the levees and gateways. That study split repairs into several phases. Phase 1 is now ready for final design.

Budget Impact: The City will issue bonds to pay for the design of this project. Bonds will be paid back using storm water 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



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 HR Green, Inc. (Engineer) (the parties);

WITNESSETH:

WHEREAS, the Owner wishes to employ the Engineer to perform professional engineering services on the Iowa River Levee and the Linn Creek Levee and Floodwall System Reconstruction and Repairs, City of Marshalltown, Iowa, Project No. _____. These services include providing engineering design and construction documents for the levee and floodwall improvements in phased project segments to match yearly allocations of City funding. The phased improvements are broken out into yearly projects but are subject to change at the City's discretion and allocated funding amounts. The subsequent Phases beyond Phase I will be scoped via amendments to this contract. The Phases are as follows:

Phase I- Iowa River Levee Improvements and Lower Linn Creek Improvements- Raise sections of the earthen Iowa River Levee and Highway 14 flood closure structure. Reconstruction to occur on the existing gatewells of the Iowa River Levee and gatewells on the Lower Linn Creek Reach. Final design will also include raising the Linn Creek Levee adjacent to N. 18th Avenue with associated trail removal and replacement to obtain adequate freeboard. The levee will be raised adjacent to the E. Main Street crossing with associate trail removal and replacement to obtain adequate freeboard. Existing gatewells north of E. Main Street and directly south of E. Main Street. The work for the Linn Creek Levee reaches near N. 18th Avenue and E. Main Street may be bid as alternate work so the option to remove the construction items associated with this work can be completed in the initial bid package exceeds the City budgeted funding for Phase I.

Phase II- Depending on final work completed under Phase I, this phase will continue work on Linn Creek Gatewell Repairs and repairs to noted levee embankment areas.

Contract No. _____
Project No. _____

Phase III- Linn Creek Gatewell Repairs- Continue with gatewell repairs on south and west sections of Linn Creek. This phase will include removal and replacement of the shared used trail and restoration of all disturbed areas.

Phase IV- Linn Creek Gatewell Repairs- This phase includes gatewell installation and demolition of designated existing pipe systems through the levee. This work is primarily west of the S. Center St. crossing of Linn Creek and includes work at the Linn Creek Floodwall and also restoration of storage volume at the Linn Creek interior ponding area located north of W. High St. This phase also includes storm sewer construction to combine systems and reduce gatewell numbers for the Linn Creek levee west of S. Center St.

Phase V- Ponding Area Excavation- This phase includes the excavation of sediment from the existing interior drainage ponding areas. Ponding areas included are Area 4, 5, 6, 7, 8, and 11. These areas are ponding areas serving both the Iowa River and Linn Creek Levee reaches.

; 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 and is fully qualified and currently licensed in Iowa to do so;

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 _____

ARTICLE 2 - GOVERNING LAW

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

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform the Services described in Attachment A, Scope of Services, in accordance with applicable 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, IDOT Standard Specifications for Highway and Bridge Construction, IDOT Design Manual, and with the rules and

regulations of the Federal Highway Administration pertaining thereto which attachment is made part of this Agreement .

ARTICLE 4 - COMPENSATION

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

ARTICLE 5 – OWNER’S RESPONSIBILITIES

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

ARTICLE 6 - SUPPLEMENTAL AGREEMENTS

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

ARTICLE 7 - PROJECT SCHEDULE

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

ARTICLE 8 - STANDARD 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 defend, indemnify and hold harmless Owner and any of its departments, divisions, agencies, officers, and employees and elected officials from all loss, damage, cost, or expenses specifically including attorneys' fees and other expenses of litigation incurred by or on behalf of the Owner and any 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. Claims, suits, or action of every kind and description when such suits or actions arise from the alleged negligent acts, errors, or omissions of the Engineer, its employees, agents, or subcontractors.
- b. 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 which shows Owner as an "additional insured". 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 Attachment A, Scope of Services.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to the Agreement are instruments of service in respect to the 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

Contract No. _____
Project No. _____

This Agreement may be terminated by either party upon delivery of 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 delivery 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 delivery of 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 effective 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, despite reasonable efforts to do so, any 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: Mr. Michael J. Ryan, P.E., CFM
HR Green, Inc.
8710 Earhart Lane SW
Cedar Rapids, IA 52404
319-841-4391

Owner: City of Marshalltown
Public Works Department
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

Contract No. _____

Project No. _____

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

Contract No. _____
Project No. _____

Date

H R Green, Inc.
Engineer

By: _____

**ATTACHMENT A
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Marshalltown, Iowa
Engineer: HR Green, Inc.
Project Number & Name: _____ Iowa River Levee and the Linn Creek Levee and Floodwall System
Reconstruction and Repairs, City of Marshalltown, Iowa.

SCOPE OF SERVICES

BASIC SERVICES

The project is specifically defined below and covers the final design of Phase I improvements:

Phase I- Iowa River Levee Improvements and Lower Linn Creek Improvements- Raise sections of the earthen Iowa River Levee and Highway 14 flood closure structure. Reconstruction to occur on the existing gatewells of the Iowa River Levee and gatewells on the Lower Linn Creek Reach. Final design will also include raising the Linn Creek Levee adjacent to N. 18th Avenue with associated trail removal and replacement to obtain adequate freeboard. The levee will be raised adjacent to the E. Main Street crossing with associate trail removal and replacement to obtain adequate freeboard. Existing gatewells north of E. Main Street and directly south of E. Main Street. The work for the Linn Creek Levee reaches near N. 18th Avenue and E. Main Street may be bid as alternate work so the option to remove the construction items associated with this work can be completed in the initial bid package exceeds the City budgeted funding for Phase I.

The Engineer agrees to provide the following services.

DESIGN SERVICES

- A. General** - The Engineer shall perform the following tasks and prepare and provide the following deliverables:

Development of Detailed Work Plan

Prepare written instructions for project staff, providing background, names of contacts, communications procedures, responsibilities, schedule and budget information and other important elements for the project. Establish a project schedule indicating critical dates, milestones, and deliverables. Prepare a detailed work plan with specific staff assignments corresponding to the schedule.

Project Monitoring and Progress Reports

Provide on-going project management including budget and schedule management. Maintain the system for monitoring progress and expenditure to allow monthly tracking. Prepare and submit monthly progress reports outlining the following:

- Activities during the reporting period.
- Activities planned for the following month.
- Problems encountered and recommended solutions.
- Overall status.

Project Kickoff Meeting

Conduct a project kickoff meeting with the City to discuss the scope, intent and schedule for the project. This meeting will include discussion of project team responsibilities, team communication plan, and schedule requirements. HR Green will prepare and distribute meeting notes within two days of the meeting date. HR Green will also complete an internal team kickoff meeting to review the project requirements with all staff involved.

Project Progress Meetings

Conduct project progress meetings over the duration of the project. We have estimated for budgetary purposes a total of two (2) progress meetings. HR Green will be responsible for preparing meeting agendas, meeting minutes, and necessary exhibits to conduct the meetings.

Quality Control Plan

Establish review and checking procedures for project deliverables. Designate responsibility for implementation of the plan. Quality control will be completed at the Preliminary and Final Design Phases of the project.

B. Data Collection

Property Ownership, Liens, and Easement Identification

For properties located west of N. Center St., research parcels adjacent to within the identified project limits. Determine if adequate right-of-way is available for construction and construction access to the project. Determine location of property lines, existing easement and required limits of any temporary easement, if needed.

C. Survey

This task will include limited field survey to pick up miscellaneous items to incorporate into the final design for the project. This would include but not be limited to verifying utilities, pavement and trail joints and limits, structure location and limits and other items to verify location and elevation for the final design process.

D. Final Design

Levee Adjustment

Develop final plans sheets for earthwork preliminary channel improvement plan sheets, typical details, cross-sections, and the easement sheets.

Geotechnical Review

Document Review and Reconnaissance

The geotechnical subconsultant will first review those boring logs, test results, and analyses pertinent to the Phase I improvements and determine if the sum of the information in hand will suffice to qualify the proposed improvements, and the improved flood protection structures, for certification.

The geotechnical subconsultant has received three memorandums from the US Army Corps of Engineers (USACE), dated March 12 and 25, 2013, and March 28, 2014, the earliest of which provides geotechnical commentary, which will be used to help structure the geotechnical approach to the project.

Finally, given the time that has passed since the initial geotechnical investigations for the levee certification work (Year 2012), the geotechnical subconsultant will perform a reconnaissance of the Phase I portion of the project (only), looking for evidence of changes in structure stability and performance since 2012, and evaluating access requirements for additional exploration locations.

Subsurface Exploration.

Based on discussions with H R Green, Inc., the geotechnical subconsultant proposes to drill three additional penetration test borings in the Phase I improvements area. As shown on attached Sheet No. C102, one boring will be located just to the west of the Sanford Avenue (County Road 14) crossing of the Iowa River, another will be located within the center median, and the other will be located just to the east of the crossing. It is proposed to extend one of the borings to a depth of 75 feet, while the other two – whose purpose will be mainly to characterize existing levee and near-surface material and groundwater conditions – will be terminated at a depth of 40 feet.

Penetration test samples will be collected at a 2 1/2-foot interval to the 40-foot depth, and at a 5-foot interval at greater depths. The geotechnical subconsultant also plans to collect up to six thin-walled tube samples of the subsurface materials from borings and depths yet to be confirmed.

Pump Testing.

The deep boring will be grouted upon auger withdrawal. The two shallower borings, however, will be used to conduct pump tests from which transmissivity values and ultimately hydraulic conductivity values can be determined for the anticipated predominant granular foundation soils. The pump tests are considered an important aspect of this work as no in-situ tests were previously conducted, and with the flood protection structures underlain with permeable foundation soils, seepage may be as great or greater concern from a certification standpoint as stability.

While the drill crew is on the site, the geotechnical subconsultant will have a staff scientist assist in the installation of a metal well screen and casing in each of the 40-foot borings, perform a pump test with the screen/casing in place, and record well response data to reduce in the office. Tests will be performed at 5-foot vertical intervals, the screen/casing being extracted from the greatest depth and the open borehole below allowed to collapse prior to the next shallower test being performed. It is anticipated up to three tests can be performed per boring in this manner.

Laboratory Testing.

Though the number and types of laboratory tests ultimately performed will depend on the types and condition of the samples obtained, the geotechnical consultant has made provisions to perform:

- 20 moisture content tests.
- 20 particle size gradations through a #200 sieve only.
- 10 sieve/hydrometer analyses.
- 6 moisture/density determinations.
- 2 unconfined compression tests.
- 1 consolidated-undrained (CU) triaxial shear test.
- 1 falling head permeability test.

Stability and Performance Analyses.

In project correspondence, the Rock Island District, US Army Corps of Engineers (RIDCOE) requested an evaluation and analysis of cross sections or structures unique to the Phase I portion of the project. With this in mind, the geotechnical subconsultant proposes to at least re-analyze two cross sections for which seepage, deformation and stability models were developed in 2012 (sections B and C, shown on attached Sheet No. C103), and also analyze one new cross section (section K, shown on Sheet No. 102 – currently considered more strategically oriented than the originally analyzed section A). The analyses will address the following stability and performance aspects of the Phase I improvements:

- End-of-construction, steady-state, flood stage, and post-flood drawdown stability.
- Seepage, piping and uplift potential.
- Bearing capacity.
- Settlement.

The geotechnical analyses will be completed in general accordance with FEMA NFIP Section 65.10 regulations and applicable USACE Engineering Manuals for the design of flood protection structures.

Reporting.

The results of the geotechnical subconsultant's work will be used to develop an opinion regarding eligibility for certification under FEMA NFIP Section 65.10 regulations, and also to develop recommendations for (1) new structure subgrade preparation, (2) closure design, and (3) the selection, placement and compaction of structural backfill and/or fill. The results will be published in a Phase I Compliance Determination Report that also includes:

- A sketch showing the Phase I project limits, exploration locations and analytical cross sections.
- Logs of pertinent Phase I borings.
- Results of pertinent laboratory tests.
- Results of the seepage, deformation and stability analyses.

Meetings and other Project Management Activities.

The geotechnical subconsultant does not anticipate attending team or public meetings on a regular basis but does anticipate spending some time responding to questions or comments from the RIDCOE or City regarding our results.

Borrow Source Identification

Identify material specifications for levee embankment needs. Determine available sources of embankment material in coordination with City staff. Review potential borrow availability from identified source locations. Advise City of potential sites and availability of material.

Highway 14 Temporary Flood Wall

This work task will include meeting with Iowa Department of Transportation staff to determine restrictions and criteria for development and design of a temporary flood wall closure across the Highway 14 alignment directly south of the Highway 14 Bridge(s) crossing the Iowa River. Following that meeting, final design will begin to develop the structural members required for anchors to the temporary flood wall sections. Specifications for a recommended temporary flood wall type will be developed.

Structural Design of I Structures

This task includes structural design of elements of gateway reconstruction, the required structural attachments at the stormwater pump station for freeboard compliance and other project elements requiring structural design details.

Erosion Control

Complete design/location of the erosion control elements and establish plan sheets indicating location, type and quantity of silt fence, pipe intake protection and other measures necessary for erosion control of disturbed areas.

Replacement of Fencing and Landscape Elements

Complete preliminary design of the fencing replacement and for any replacement landscape elements and establish plan sheets. Landscaping improvements on this project are limited to restoration of work areas.

Construction Staging Plan

Complete construction staging plans for traffic control and work sequence. Provide staging plan for inclusion in project documents.

Easements and ROW

Easement and ROW needs will be determined for proposed levee height adjustments for areas where the levee abuts private property. H R Green will determine areas and dimensions of easement and/or right-of-way parcels. H R Green will develop individual parcel easement drawings with legal descriptions of proposed easement areas and shapes. The easement plats and descriptions will be provided to the City for securing easements and approvals from parcel property owners.

Permitting

HR Green will complete the Joint Application for the Iowa DNR Floodplain Construction Permit, the Corps of Engineers/DNR Section 401 and 404 Permit, and the Sovereign Lands Permit. The application will be for the Phase I work extents and not subsequent Phases. This task item includes completing the data gathering and necessary forms to submit a Joint Application for permitting and coordination with the respective agencies to see that the regulatory permits are obtained. The permitting process is anticipated to begin at the start of the project using the completed Preliminary Plans for agency reviews followed with completed project documents to secure the final permit.

Application will be made to obtain an Iowa Department of Transportation Right-of-Way Work Permit for work associated with the Temporary Floodwall within the Highway 14 right-of-way and for grading and fill placement work associated with the levee tie-in to the Highway 14 embankment. The permit application will include the necessary drawings, structural details, grading plans and other necessary information needed for review and issuance of the permit.

Corps of Engineers Section 408 Levee Review

The Rock Island District, Corps of Engineers has completed a preliminary review of the proposed levee improvements for the Iowa River and Linn Creek for the Section 408 program to assure the proposed improvements are planned and designed in accordance with Corps of Engineers guidelines for a Federal flood control levee. However, for each final design phase a second review is necessary to assure that initial review comments and requirements were incorporated into the final design plans. This task item will include coordinating this review with the Corps of Engineers including supply of plans and specifications and other documentation available as a result of the project design.

D. Final Plan Preparation

The Final Design Phase builds on information provided throughout the Preliminary Design Phase and includes the preparation of the final set of drawings and specifications. Significant elements of the project are assumed to be resolved at the Final Design Phase. Final design consists of finalizing the construction plans complete with final details, detailed notes, and dimensioning on the drawings as well as completing the specifications.

Title Sheets

The title sheets will include the following: Index of Sheets, Legend, Location Map, Project Title and other pertinent information.

General Notes

This item consists of compiling standard and special general notes and specifications necessary for bidding and construction of the project improvement elements.

Reference Ties and Bench Marks

This item consists of assembling reference ties to the plan control points and the bench mark data. This information will be used to develop the plans and are required to be preserved throughout construction of the project.

Estimate and Table of Quantities

This item consists of final bid items to be included in the project as well as final quantity tabulations and the development of the estimate reference information.

Clearing, Demolition and Removal Plans

This item consists of final design and drafting of the demolition and/or removal items necessary for the proposed improvements.

Levee Grading Plan and Profiles

This item consists of final design and drafting of the levee related elements on the project. Grading plans will be incorporated into the final plan and profiles.

Cross Sections

This item consists of the final design and drafting of individual cross-sections for the project. Cross-sections will be designed and drawn to depict the specific areas of work. Cross-sections will show the existing ground elevations as well as the final levee top and side slope grades and other pertinent information.

Typical Sections and Details

This item consists of final design and drafting of typical sections and details to be utilized for the improvements.

Erosion Control

This item consists of final design and drafting of the erosion control plans.

Construction Staging Plan

This item includes final design and drafting of the construction staging plans.

ROW and Easement Plans

This item includes showing secured easement and easement limits on the plans.

Project Manual

This item consists of preparation of a Project Manual utilizing the standard City of Marshalltown front-end documents, the State Urban Design And Specifications (SUDAS) as applicable and other technical specifications required for the improvements, and other Manual sections including Notice to Bidders, Instructions to Bidders, Proposal Form, and Special Provisions.

Final Design Review

Prior to submittal to the City, review the final plans and specifications for technical accuracy, as well as for general constructability and conformance with the project design criteria. Prepare estimated opinion of probable construction cost. Submit up to three (3) copies of the plans and specifications to the City for review and comment.

F. Bidding Services

HR Green will provide final bidding documents necessary for the City of Marshalltown to conduct the bidding services aspect of the project. For estimating purposes, the scope of services includes one (1) formal project letting. The following items will be completed under Bidding Services:

1. Print the required number of drawings, specifications, and contract documents for distribution to prospective bidders for the project, anticipated to be 10 sets of documents.
2. Supply "Notice To Bidders" for City to advertise for bids for the construction of the project.
3. Furnish copies of drawings, specifications, and contract documents to prospective bidders and other interested parties.

4. Receive and process deposits for bidding documents and maintain a record of parties to whom bidding documents have been issued.
5. Correspond with prospective bidders, suppliers, and other interested parties with questions and comments during the bid period.
6. Issue addenda as appropriate to interpret, clarify, or expand bidding documents.
7. Attend the bid opening.
8. Prepare bid tabulation sheets and distribute to the City, and all plan holders.
9. Assist the City in evaluating bids and awarding construction contracts.

SUPPLEMENTAL SERVICES

Any work requested by the Owner that is not included in the Basic Services for the Iowa River Levee and the Linn Creek Levee and Floodwall System Reconstruction and Repairs will be classified as Supplemental Services. Supplemental Services shall include, but are not limited to the following.

SERVICES NOT INCLUDED IN THIS SCOPE OF SERVICES

Services not a part of this scope of services include the following:

1. Wetland delineations or wetland report preparation.
2. Environmental or archeological reviews.
3. Real estate appraisals or real estate/easement negotiations.

H R Green can supply referenced services under a supplemental agreement as needed.

Specific Scope of Services for Phase II through Phase V for the Iowa River Levee and the Linn Creek Levee and Floodwall System Reconstruction and Repairs shall be developed for subsequent construction and shall be incorporated into this contract by contract amendment.

**ATTACHMENT B
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Marshalltown, Iowa
Engineer: HR Green, Inc.
Project Number & Name: _____, Iowa River Levee and the Linn Creek Levee
and Floodwall System Reconstruction and Repairs
City of Marshalltown, Iowa.

COMPENSATION

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

- A. For the Basic Services described in Attachment A, the fee will be based on the HR Green standard hourly rates current at the time the agreement was signed. The fee is One Hundred Forty Nine Thousand Six Hundred and No Cents (\$ 149,600.00). Fees referenced for engineering services are maximum not to exceed without written consent of the Owner. Payments shall be made monthly in amounts which are consistent with the amount of engineering services provided, as determined by the Engineer.
- B. Compensation for Supplemental Services shall be made as defined below, when authorized in writing by the Owner. The maximum limit for each item of additional service shall be established individually and specifically agreed to by the Owner as stated below, unless the service is included in a subsequent Agreement.
- Hourly rates for each classification as defined by the Engineer's rate schedule, see Attachment F. Hourly charge rates are subject to adjustment annually on January 1. Overtime, when authorized by the Owner, will be billed at 1.5 times the rates listed (non-engineer time only).
- 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, toll telephone calls, reproduction and similar project related expenses.
- C. The entire amount of each statement shall be due and payable upon receipt by the Owner.
- D. It is understood and agreed:
1. That the Engineer shall start the performance of Services within 10 days of receipt of a notice to proceed and shall complete the work in accordance with the contract times set forth in Attachment E, Project Schedule.
 2. That the Engineer shall keep records on the basis of generally accepted accounting practice of costs and expenses which records shall be available for inspection at all reasonable times.

Contract No. _____
Project No. _____

**ATTACHMENT C
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Marshalltown, Iowa
Engineer: HR Green, Inc.
Project Number & Name: _____, Iowa River Levee and the Linn Creek Levee
and Floodwall System Reconstruction and Repairs,
City of Marshalltown, Iowa.

OWNER'S RESPONSIBILITIES

The 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.
- C. Designate one City of Marshalltown employee as the Owner representative with respect to all services to be rendered under this Agreement. This individual shall have the authority to transmit instructions, receive information and to interpret and define the Owner's policies and decisions pertinent to the Engineer's services.
- E. Issue notice to proceed to the Engineer.
- F. Access to the project area for site work, surveying and general inspection.
- G. Publication of all Public Notices and permit application fees.

Contract No. _____
Project No. _____

**ATTACHMENT D
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Marshalltown, Iowa
Engineer: HR Green, Inc.
Project Number & Name: _____ Iowa River Levee and the Linn Creek
Levee and Floodwall System Reconstruction and Repairs,
City of Marshalltown, Iowa

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.

None.

**ATTACHMENT E
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Marshalltown, Iowa
Engineer: HR Green, Inc.
Project Number & Name: Anson Creek Channel Improvements, City of Marshalltown, Iowa

PROJECT SCHEDULE

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

Engineer will submit to the City progress reports at monthly intervals in conformity with the official project schedule.

Project Schedule

- A. Schedule. Engineer will make plan submittals to Owner based on the following schedule with an anticipated Notice To Proceed from Owner by January 5, 2015.
 - 1. Data collection - Engineer will data collection work items within 30 calendar days after Notice to Proceed by Owner. Permit applications will be submitted for IDOT, IDNR and COE Section 404 within 15 days after the Notice to Proceed by Owner.
 - 2. Design Drawings - Engineer will submit 90% drawings within 90 calendar days after Notice to Proceed by Owner.
 - 3. Final Plan Preparation- Engineer will submit final plan drawings and project manual within 120 calendar days after Notice to Proceed by Owner. It is anticipated that regulatory reviews will be needed by the Corps of Engineers, Iowa Department of Transportation, Iowa Department of Natural Resources. However, Engineer cannot control review schedule of the reference regulatory agencies.
 - 4. Bidding Services- Schedule contingent on City letting schedule.

Rdw

RESOLUTION APPROVING AGREEMENT FOR REMOVAL,
TRANSPORTATION, AND DISPOSAL OF CITY SLUDGE BY AND BETWEEN
THE CITY OF MARSHALLTOWN, IOWA, AND NUTRI-JECT SYSTEMS, INC.

WHEREAS there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed Agreement for providing removal, transportation, and disposal of City sludge, by and between the City of Marshalltown, Iowa, and Nutri-Ject Systems, Inc.; and

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

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

Section 1. That the agreement by and between the City of Marshalltown, Iowa and Nutri-Ject Systems Inc. for providing removal, transportation and disposal of City sludge as described in the Agreement attached hereto is fully approved in all respects and particulars and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of the City of Marshalltown.

Passed this 9th day of February 2015, and signed this _____ day of February 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

January 20, 2015

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

From: Justin Nickel
Director of Public Works

Re: Agreement – Nutri-Ject Systems, Inc. to provide removal, transportation and disposal of City sludge.

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

Recommendation: Staff recommends approving the Agreement with Nutri-Ject Systems, Inc. to provide removal, transportation and disposal of City sludge. Nutri-Ject will charge 0.014616 \$/gal to apply sludge to the WPCP farm, 0.02842 \$/gal to the farm north of Marshalltown by Field Applicator, and .029525 \$/gal to the farm north of Marshalltown by Umbilical cord.

Background: The City's Water Pollution Control Plant produces approximately 7.1 million gallons of sludge annually. The most cost effective means of disposal is to land apply the sludge to farm ground adjacent to the plant and to land north of town near the airport.

Budget Impact: The WPCP budget has sufficient funds to pay for the removal, transportation and disposal of City sludge.

Attachment: Agreement.

cc: Randy Wetmore, City Administrator

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



AGREEMENT

This agreement made and entered into this 1st day of March, 2015 by and between the City of Marshalltown, Iowa, a municipal corporation (hereinafter referred to as "City") and Nutri-Ject Systems Inc., a corporation organized and existing under the laws of the State of Iowa and authorized to do business in the State of Iowa, (hereinafter referred to as "Contractor"),

WITNESSETH:

That for and in considerations set forth herein, the sufficiency of which is hereby acknowledged the parties agree as follows:

A. GENERAL PROVISIONS

1. Purpose: The purpose of this agreement is to provide for the removal, transportation and disposal of City's sewage sludge by Contractor on an "as needed" basis. City will provide the sludge in the form and quantities hereinafter specified. Contractor will remove the sludge from City's water pollution control facility, transport and dispose of it as is hereinafter set forth. All responsibility for said sludge, after removal from the water pollution control plant, will be the sole obligation of Contractor and City assumes no responsibility for same, except as provided for in this agreement and as provided by law.
2. Duration of agreement: This agreement shall commence on the 1st day of March, 2015 and shall continue through March 1, 2018 unless terminated sooner as provided herein.
3. Consideration by City: City shall pay Contractor at the end of each land application period at the following rate:

- | | | |
|----|---|---------------|
| a) | City farm By Umbilical Cord | 0.014616 |
| | (South of Plant-228 Acres) | \$ _____/gal. |
| b) | Farms North of Marshalltown (up to 8 Miles) | |
| | Injected by Field Applicator | 0.02842 |
| | | \$ _____/gal. |
| | Injected by Umbilical Cord | 0.029525 |
| | | \$ _____/gal. |

Other locations shall be negotiated if over the 8 mile distance, if it requires additional driving or unloading times. Like wise if the contractor finds a location closer to the Water Pollution Control Plant that would take less time and save the contractor money, a different rate can be negotiated to share in the savings.

- c) A charge of \$500.00 shall be assessed City if Contractor is required to mobilize and demobilize it's frac tank from one farm to another during an umbilical cord application period.
- d) The price per gallon applied does include all costs associated with transporting the sludge to the various sites.
- e) Any need for dust control will be determined by the City and the costs incurred for dust control will be paid by the City. Contractor shall be responsible to coordinate the dust control application at no charge to the City.
- f) Determination of gallons shall be by magnetic flow meter located at the water pollution control plant, which meter shall be maintained and calibrated as needed at City's expense. Calibration and maintenance records will be available to Contractor upon request.
- g) When requested by the City, the contractor shall procure suitable farm ground for the land application of biosolids, and said services shall be paid at a rate of \$150/hr and not to exceed \$1,500 per year. If sites were located closer to the Water Pollution Control Plant, any savings in transportation costs would be shared 50/50 between the City and the Contractor.

Contractor shall keep and maintain a log book to record daily loads and volumes and submit totals based on same at the end of each application period which City shall compare with its flow meter records. City will authorize payment based on flow meter records, and payment shall be made to Contractor within 30 days of invoice submission.

In the event discrepancies arise between City and Contractor on volumes, the parties shall immediately attempt to resolve said discrepancies and if unable to do so it shall be submitted to binding arbitration as provided in paragraph D(1).

In the event City's flow meter malfunctions or is not operating, the parties shall determine volumes based on Contractors log, past experience or other relevant factors.

4. Consideration by Contractor: The Spring application of sewage sludge on the 228 acres of farm ground located South of the Water Pollution Control Plant, a) and b) above shall be set up and ready to start the umbilical cord system of application by March 25 of each crop year. Contractor also agrees to pay the City three (3)

dollars per day per acre if application is not completed by April 27th of the same crop year (if land is to be used for corn) and by May 10th of the same crop year (if land is used for beans), unless they can demonstrate the delay in completion was due to weather or other conditions beyond their control.

If for any reason the two parties cannot come to an agreement on a settlement for failure to meet the April 27th or May 10th deadlines, the issue will be settled by arbitration as outlined in section D (1).

B. RESPONSIBILITY OF CITY

1. City duties. City shall perform its duties and responsibilities in a timely and workmanlike manner and shall use its employees and facilities to carry out the intent of this agreement.
2. City will provide stabilized sludge from the anaerobic digestion of organic solids at its water pollution control plant in the quantities and quality set forth below for land application.
 - a) Approximately 5 to 8 million gallons per year.
 - b) Sludge that meets the Pathogen and Vector Attraction Reduction requirements of the State and EPA rules.
3. City shall develop and manage a sludge plan.
4. City shall provide Contractor access to the solids loading facility on a 24- hour daily basis. The loading facility shall be provided and maintained by City and shall consist of a building, two overhead doors, door openers, pump, piping, flow meter, plant roadway and related appurtenances.
5. City shall keep and maintain a semi tractor trailer loading facility with the capacity of approximately 1500 gallons/minute. The City shall also maintain a transfer pump at #5 holding tank capable of transferring 500 gpm of sludge from the #5 holding tank to # 4 storage tank.
6. City shall keep and maintain its sludge management plan and shall timely seek and obtain such additional permits and licenses in the future as may be required to maintain said plan. Contractor shall cooperate with City in obtaining said permits and licenses upon request by City but any expense in obtaining same shall be City's sole obligation.
7. City shall be responsible for all lab testing required to operate under the State and EPA rules.

8. City shall be responsible for providing the contractor with the agronomic loading rate for the sludge to be applied, as well as any other information the contractor may be required to have to meet State and EPA rules.

C. RESPONSIBILITY OF CONTRACTOR

1. Contractor's duties: Contractor shall perform its duties and responsibilities in a timely and workmanlike manner and shall use its employees, equipment and facilities to carry out the intent of this agreement. Contractor shall comply with all laws, rules and regulations of any Federal, State or local jurisdiction relating to its duties under this agreement as same now exists or as they may be in the future.
2. The transportation and application of sludge shall be done in strict accordance with all Federal, State and local statutes, laws, rules or regulations as same now exist or as they may be altered in the future.
3. Contractor shall provide City with all information requested by the City relating to its transportation and application of sludge including but not limited to:
 - a) Semi tractor load sheets
 - b) Applicator load sheets
 - c) Daily gallons applied per City flow meter
 - d) Acres covered
 - e) Drawing of area covered
 - f) Gallons/acre
 - g) Dates & gallons applied per area
 - h) Certification of performance as required by State or EPA rules
 - i) Such other information as City may request
4. Contractor shall be responsible for collecting a grab sample of the sludge being loaded every 4 hours during the application period.
5. Contractor shall be responsible for maintaining the loading facility at the water pollution control plant in a clean and neat manner and shall promptly at time of occurrence clean up any spills at said plant. Contractor shall wash walls, floor and equipment as needed. Contractor shall be solely responsible for any spills in transit or at the farm site and shall promptly at time of occurrence clean up any such spills. Transport vehicles will be kept clean and free of spilled sludge.

6. Contractor shall provide all equipment and personnel required to load, transport, store and dispose of sludge to include a minimum of three tankers of not less than 5500 gallons each in capacity. Contractor shall comply with all Federal, State and local laws relating to transportation and application of sludge, as well as local traffic laws and shall adhere to the directions of the water pollution control plant Director in operating vehicles at said plant. All equipment will be maintained in leak proof and spill proof condition.
7. Contractor shall apply the sludge to the farm ground at a rate not to exceed the crops agronomic uptake rates, or less if any law, statute, rule or regulation shall prohibit application at that rate.
8. Contractor shall be familiar with the State and EPA rules and regulations governing the application of sewage sludge and shall adhere to these rules.
9. Contractor will maintain his equipment at his own expense and shall keep it in good condition. City's facilities shall not be used by Contractor for private use or the storage of Contractor's equipment. Disabled equipment shall be removed from City's property in a timely manner.
10. Contractor shall designate an administrator of this agreement as well as up- to-date address and telephone number.
11. The following land application periods are anticipated and the Contractor shall make himself available at these times, weather permitting:
 - a) March 25th of each year
 - b) October - November each year

In the event adverse weather conditions make impossible or disrupts application, the Contractor shall be available to commence or continue application as soon as weather conditions permit.
12. The landowner and operator shall always have the authority over the use of the property and the Contractor shall always work with the said owner or operator to insure proper application and good public relations.
13. Contractor shall provide at least one subsurface injection application spreader with at least 3,000 gallons of capacity or an umbilical cord system for each application. The application method shall be determined by the City and the land owner/operator.

D. OTHER PROVISIONS

1. Arbitration. In the event a dispute arises between the parties as to the meaning or intent of any portions of this agreement, the parties shall promptly meet and attempt to settle same. If they are unable to settle the matter, they shall promptly submit same to an arbitration proceeding. The arbitration shall be as follows:

The City and Contractor shall each pick one arbitrator and the arbitrators so selected shall pick a third arbitrator. The parties shall then submit the matter to the three arbitrators who shall then settle the dispute by a simple majority vote. Each party shall be responsible for payment of its own arbitrator and shall each pay one-half the cost of the third arbitrator and of any expenses incurred in the arbitration procedures.

2. Insurance. Contractor shall obtain and carry throughout the term of this agreement, insurance with a reputable company, acceptable to the City and admitted to do business with the State of Iowa with the following minimum limits:

- a) Workman compensation - as provided by Iowa law.
- b) Motor vehicle insurance with not less than \$250,000/\$500,000 liability limits.
- c) Catastrophic liability umbrella in the amount of \$1,000,000 and property damage of not less than \$500,000/\$500,000. The City will be named as an insured party and a copy of this coverage shall be deposited with the City Clerk of City. City shall be notified by the insurance carrier of any alterations, cancellation or revocation of insurance. If said insurance is canceled or revoked, Contractor shall cease its operation until substitute policy is obtained.

3. Hold Harmless and Indemnification. Contractor agrees to protect and hold City harmless for any and all liability caused by Contractor's acts or omissions in the performance of this agreement or for the acts or omissions of its agents, employees or officers. Contractor shall, at its sole expense, defend any actions against City and pay any liability for loss to property and persons reasonable related to the performance of this agreement.

4. Contractor not an employee. It is understood and agreed the Contractor is performing under this agreement as an independent contractor and is not an employee of the City, nor its employees, officers and agents. Contractor shall timely pay all Federal and

State employment taxes and insurance on its own employees and officers.

Contractor shall timely pay all obligations it incurs in the performance of this agreement and shall not allow any liens to be placed against City or its property, against Contractor or its property.

5. Patents. Contractor shall pay all royalties and license fees and shall hold and save the City, its officers, agents, servants and employees harmless from liability of any nature and kind, including costs and expenses for or on account of any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by the City in this respect. The Contractor shall defend all suits and claims for infringement of any patent or license rights.
6. Assignment. This agreement is solely with Contractor based on its reputation and past performance and as such no sale, assignment, transfer or conveyance of same, in whole or in part, shall be permitted without written consent to same by City. Any attempt to sell, assign, transfer or convey the agreement without consent of City shall be a breach of this agreement by Contractor.
7. Breach of contract and remedies. The essence of this agreement is the timely removal and application of City's sludge in the manner provided by Federal, State and local laws, statutes and ordinances as well as rules or regulations as same now exist or as they may be promulgated in the future. Any failure of Contractor to perform his duties and responsibilities under any clause of this agreement shall constitute a material breach of contract and City may, at its sole option, proceed with any legal or equitable remedy available to it. Any failure by City to proceed with action following a breach shall not be deemed to be a waiver of same.

In addition to the foregoing remedies, City may elect to terminate this agreement upon 10 days written notice for breach of any of its terms by Contractor unless the defect or non-performance is remedied by Contractor. However, City may under any circumstances, immediately terminate this agreement without notice, upon violation by Contractor of any provision of this agreement resulting in a disruption of sludge removal from City's water pollution control facility to the extent of exceeding City's storage capacities or the City or Contractor is ordered to cease its operations in sludge disposal by any Federal or State agency,

commission, board or Court, in which event this agreement shall be totally null and void.

8. Destruction of premises. In the event of total or partial destruction of City's water pollution control facility by fire, windstorm, or other casualty, making it impossible for City to perform hereunder, the provisions of this agreement shall terminate until such time as City restores said premises and is able to perform.
9. A pre start-up conference shall be held before each application to discuss the farm site, application requirement, Plant valving and pumping, and other items of importance.
10. Any written notice shall be given by either party by service as provided in the Iowa Rules of Civil Procedure or by certified mail, addressed to said party, with sufficient postage and addressed as follows:

CITY:

City Clerk
Municipal Building
24 North Center Street
Marshalltown, Iowa 50158

CONTRACTOR:

Nutri-Tect Systems, Inc.
PO Box 398
Hudson, IA 50643

CITY OF MARSHALLTOWN, IOWA:

CONTRACTOR:

BY: _____
James L. Lowrance, Mayor

BY: Nutri-Tect Systems, Inc.

ATTEST: _____
Shari Coughenour, City Clerk

BY: J. Scott Wieranda
President



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

DEPARTMENT OF PUBLIC WORKS

January 22, 2015

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

From: Justin Nickel
Director of Public Works

Re: Annual Cash Rent – Airport Farm Acres

Policy Issue: None

Recommendation: Staff recommends approving the bid from Tanner Hibbs of \$85 per acre for 14.36 acres of forage ground and \$220 per acre for 97.32 acres of tillable ground totaling \$22,631.00. Staff will prepare a cash lease agreement for these acres.

Background: Staff issued a request for bids to farm the above mentioned ground. Tanner Hibbs was the highest bidder.

Budget Impact: None

Attachment: None

cc: Randy Wetmore, City Administrator

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

Marshalltown





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

DEPARTMENT OF PUBLIC WORKS

January 22, 2015

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

From: Justin Nickel
Director of Public Works

Re: Annual Cash Rent – LaFrentz Lane Acres

Policy Issue: None

Recommendation: Staff recommends approving the bid from 5 Mann Farms of \$180 per acre for 4.6 acres totaling \$842.40. Staff will prepare a cash lease agreement for these acres.

Background: Staff issued a request for bids to farm the above mentioned ground. 5 Mann Farms was the only bidder.

Budget Impact: None

Attachment: None

cc: Randy Wetmore, City Administrator

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

