1. Agenda

   Documents:

   AGENDA.PDF

2. Supporting Meeting Documents

   Documents:

   BILL LIST.PDF
   MINUTES.PDF
   PACKET.PDF

COUNCIL AGENDA

CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET

May 27, 2014, at 12:00 PM

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

CALL TO ORDER: Mayor James L. Lowrance
PLEDGE OF ALLEGIANCE:
ROLL CALL: Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin.
MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS:
APPROVAL OF AGENDA:
CONSENT AGENDA: All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time Council votes on the motion.

1) Approve Council meeting Minutes of May 12, 2014
2) Approve Bill List in the amount of $1,120,661.83.
3) Receipt of Building Report, April, 2014.
4) Renewal Liquor Licenses: Hy-Vee Gas, Zenos Pizza, Kum & Go #701, Liquor & Grocery Depot, Walgreens, Moose Lodge, Designs by Dawn, Midnight Ballroom, pending completion of fire inspection.

(end of consent agenda items

RESOLUTIONS:

5) Resolution 2014-063 Approving Contract and Bond for Construction of the Alliant Gas Fired Plant / East Nevada Street Rebuild Project 66013014, with Blommers, in the amount of $1,078,918.50.
6) Resolution 2014-064 Approving Contract and Bond for Construction of the Iowa River (West) Interceptor Parallel Sewer project 59011019A, with S.M. Hentges & Sons, Inc., in the amount of $5,758,477.72.

PUBLIC HEARING

7) Resolution 2014-065 Approving Plans, Specifications, form of Contract and Cost for the Concrete Repair 2014 Project 76014005.
8) Resolution 2014-066 Accepting Bid and Authorizing the Award of Contract for 2014 Concrete Repair TIF District 3, Project 76014006, with Construct, Inc., in the amount of $293,580.
9) Resolution 2014-067 Approving Contract and Bond for Construction of the 2014 Concrete Repair TIF District 3, Project 76014006, with Construct, Inc., in the amount of $293,580.

PUBLIC HEARING

10) Resolution 2014-068 Approving Plans, Specifications, form of Contract and Cost for the Mill and Overlay Project 76014004.

Visit www.ci.marshalltown.ia.us

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

Marshalltown All-America City 2012

PUBLIC HEARING

11) Resolution 2014-069 Approving Interlocal Grant Agreement for the Iowa / Byrne-Justice Assistance Grant Program (JAG) of $18,855, Split 50% with Marshall County, to Assist with Officer Safety, Training, Equipment and Supplies.

12) Resolution 2014-070 Approving Contract Change Order #1 for the Police and Fire Department Architectural and Engineering Services Project 14013020A, H.R. Green, Inc., increase of $2,500.

ORDINANCES:

PUBLIC HEARING

13) Ordinance #14929 Rezoning 3901 South Center Street from R2 Low Density Residential to OP Office Park, third reading.

14) Ordinance #14930 Approving Changes to the Marshalltown Zoning Ordinance of 2010, Regarding Chapter 5, Site Plan Review Requirements, Chapter 22, Central Business District, Chapter 30 Signs, and Chapter 35, Site Plan Review Board, second reading.

15) Ordinance #14931 Rezoning 114 North Center Street from R4 Medium Density Residential to CBD Central Business District, first reading.

DISCUSSION: June 9, 2014, Agenda in process

16) Hy Vee Party Room request

17) Senior Citizen Lease Agreement, renewal for two years,

18) Purchase of three 2014 Chevrolet Caprice with police package

19) Concrete Repair 2014 Project 76014005, bid tabulation

20) Mill & Overlay 2014 Project 76014004, bid tabulation

21) Plans, Specifications, form of Contract and Cost for the Airport Hangar Floor Replacement Project 77013010. Hearing on June 9

PUBLIC COMMENTS:

CLOSED SESSION

22) Closed session pursuant to Section 21.5 subsection (1) paragraph (j) OF THE CODE OF IOWA to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. Iowa Code § 21.5(1)(j) (2011), as amended by, Senate File 289, 84th G.A., 1st Sess., § 5 (Iowa 2011).

OPEN SESSION: (If appropriate and recommended by legal counsel.)

23) Council to adopt recommendations of legal counsel proposed in closed session.

ADJOURNMENT:

COUNCIL DATE 05/27/2014

VISA	**$15,317.60**	VISA
ACH'S	**$221,970.68**	ACH'S
CHECKS	**$373,484.24**	CHECKS
PAYROLL#11	**$509,889.31**	PAYROLL
VOID		
	$1,120,661.83	TOTAL

681140.5230.000	1ST ADMINISTRATORS-ACH PREMIUMS/FE	FEES	220.00
101310.5450.000	A T & T	WIRELESS SERVICE	31.89
510531.5410.000	A-1 PEST CONTROL	SEWER BARN	24.00
520590.5410.000	A-1 PEST CONTROL	SEWER BARN	36.00
233410.5410.000	AAA SEPTIC SERVICE INC	PUMP GREASE	95.00
101440.5600.054	ACCO UNLIMITED CORP	POOL SUPPLIES	2,103.85
101831.5600.000	ADLAND ENGRAVING CO INC	SERVICE PLAQUE	41.25
230110.5600.000	ADLAND ENGRAVING CO INC	PLAQUE	54.95
206710.5600.000	AIRGAS USA, LLC	CYLINDER RE	72.75
206710.5600.000	AIRGAS USA, LLC	ARC GGNG EL	14.12
206710.5600.000	AIRGAS USA, LLC	LEASE 6/14-	42.50
206710.5600.000	AIRGAS USA, LLC	OXYGEN/ACETONE	143.14
520520.5380.000	AIRGAS USA, LLC	CYLINDER LEASE	242.50
101310.5600.010	AL EXITO!	BOOK COPIES	300.00
233410.5340.010	ALL AMERICAN TURF BEAUTY, INC	S 6TH ST COMPLEX	496.01
101110.5450.000	ALLIANCE CONNECT	5/1-5/31	451.82
101140.5450.000	ALLIANCE CONNECT	5/1-5/31	129.32
101310.5450.000	ALLIANCE CONNECT	5/1-5/31	129.32
101420.5450.000	ALLIANCE CONNECT	5/1-5/31	187.02
101440.5450.000	ALLIANCE CONNECT	5/1-5/31	60.80
101480.5450.000	ALLIANCE CONNECT	5/1-5/31	30.40
101560.5450.000	ALLIANCE CONNECT	5/1-5/31	33.49
101561.5450.000	ALLIANCE CONNECT	5/1-5/31	33.49
101581.5450.000	ALLIANCE CONNECT	5/1-5/31	31.94
101770.5450.000	ALLIANCE CONNECT	5/1-5/31	33.49
101820.5450.000	ALLIANCE CONNECT	5/1-5/31	31.94
101830.5450.000	ALLIANCE CONNECT	5/1-5/31	33.49
101831.5450.000	ALLIANCE CONNECT	5/1-5/31	33.49
101840.5450.000	ALLIANCE CONNECT	5/1-5/31	65.43
101850.5450.000	ALLIANCE CONNECT	5/1-5/31	65.43

101870.5450.000	ALLIANCE CONNECT	5/1-5/31	31.94
101890.5450.000	ALLIANCE CONNECT	5/1-5/31	187.02
101890.5450.000	ALLIANCE CONNECT	5/1-5/31	4.95
101891.5450.000	ALLIANCE CONNECT	5/1-5/31	60.80
152451.5450.000	ALLIANCE CONNECT	5/1-5/31	31.94
206120.5450.000	ALLIANCE CONNECT	5/1-5/31	31.94
206710.5450.000	ALLIANCE CONNECT	5/1-5/31	95.83
206760.5450.000	ALLIANCE CONNECT	5/1-5/31	33.49
233410.5450.000	ALLIANCE CONNECT	5/1-5/31	30.40
276210.5450.000	ALLIANCE CONNECT	5/1-5/31	31.94
276210.5450.000	ALLIANCE CONNECT	5/1-5/31	33.49
276210.5450.000	ALLIANCE CONNECT	5/1-5/31	33.49
278690.5450.000	ALLIANCE CONNECT	5/1-5/31	97.37
290113.5450.000	ALLIANCE CONNECT	5/1-5/31	228.23
290113.5450.000	ALLIANCE CONNECT	5/1-5/31	31.94
510531.5450.000	ALLIANCE CONNECT	5/1-5/31	14.01
520520.5450.000	ALLIANCE CONNECT	5/1-5/31	105.10
520590.5450.000	ALLIANCE CONNECT	5/1-5/31	21.02
550780.5450.000	ALLIANCE CONNECT	5/1-5/31	62.34
101170.5480.010	ALLIANT UTILITIES IES	4/11-5/13	18.99
101310.5480.010	ALLIANT UTILITIES IES	3/20-4/21	2,689.48
101310.5480.020	ALLIANT UTILITIES IES	3/20-4/21	589.29
101410.5480.010	ALLIANT UTILITIES IES	4/11-5/09	27.19
101410.5480.010	ALLIANT UTILITIES IES	4/3-5/2	44.65
101410.5480.010	ALLIANT UTILITIES IES	4/1-4/29	16.39
101410.5480.010	ALLIANT UTILITIES IES	4/3-5/2	25.71
101410.5480.010	ALLIANT UTILITIES IES	4/1-5/1	23.21
101410.5480.010	ALLIANT UTILITIES IES	4/7-5/5	11.49
101410.5480.010	ALLIANT UTILITIES IES	4/10-5/8	114.86
101410.5480.010	ALLIANT UTILITIES IES	4/10-5/8	267.92
101410.5480.010	ALLIANT UTILITIES IES	4/10-5/8	47.37
101410.5480.010	ALLIANT UTILITIES IES	4/11-5/13	11.49
101410.5480.020	ALLIANT UTILITIES IES	4/3-5/2	22.98
101410.5480.020	ALLIANT UTILITIES IES	4/10-5/8	24.09
101410.5480.020	ALLIANT UTILITIES IES	4/10-5/8	26.26
101410.5480.020	ALLIANT UTILITIES IES	4/10-5/8	24.09
101410.5480.020	ALLIANT UTILITIES IES	4/10-5/8	26.99
206120.5480.010	ALLIANT UTILITIES IES	4/11-5/13	18.73
206120.5480.010	ALLIANT UTILITIES IES	4/10-5/06	121.80
206120.5480.010	ALLIANT UTILITIES IES	4/10-5/8	25.01
206120.5480.010	ALLIANT UTILITIES IES	4/10-5/8	23.98
206120.5480.010	ALLIANT UTILITIES IES	4/10-5/8	29.25
206120.5480.010	ALLIANT UTILITIES IES	4/11-5/8	28.27
206120.5480.010	ALLIANT UTILITIES IES	4/11-5/8	26.98
206120.5480.010	ALLIANT UTILITIES IES	4/11-5/8	28.91
206120.5480.010	ALLIANT UTILITIES IES	4/10-5/8	16.52

206120.5480.010	ALLIANT UTILITIES IES	4/10-5/8	27.45
206120.5480.010	ALLIANT UTILITIES IES	4/10-5/8	818.97
206120.5480.020	ALLIANT UTILITIES IES	4/10-5/8	499.07
206160.5480.010	ALLIANT UTILITIES IES	4/3-5/2	87.16
206160.5480.010	ALLIANT UTILITIES IES	4/4-5/5	31.25
206160.5480.010	ALLIANT UTILITIES IES	4/10-5/8	16.39
206160.5480.010	ALLIANT UTILITIES IES	4/11-5/8	48.29
271690.5240.505	ALLIANT UTILITIES IES	RUIZ,B. DEPOSIT	275.00
281690.5480.010	ALLIANT UTILITIES IES	4/11-5/13	18.15
281690.5480.010	ALLIANT UTILITIES IES	4/10-5/09	15.93
281690.5480.010	ALLIANT UTILITIES IES	4/11-5/9	45.31
281690.5480.020	ALLIANT UTILITIES IES	4/11-5/13	13.52
281690.5480.020	ALLIANT UTILITIES IES	4/10-5/9	15.50
281690.5480.020	ALLIANT UTILITIES IES	4/11-5/9	12.93
510531.5480.010	ALLIANT UTILITIES IES	4/10-5/8	417.39
510531.5480.010	ALLIANT UTILITIES IES	4/10-5/8	317.75
520520.5480.010	ALLIANT UTILITIES IES	4/14-5/13	16.97
520520.5480.010	ALLIANT UTILITIES IES	4/10-5/8	2,019.90
520520.5480.010	ALLIANT UTILITIES IES	4/10-5/8	18.96
520520.5480.010	ALLIANT UTILITIES IES	4/10-5/8	21,421.02
520520.5480.020	ALLIANT UTILITIES IES	4/10-5/8	10,086.40
520590.5480.010	ALLIANT UTILITIES IES	4/11-5/13	95.86
520590.5480.010	ALLIANT UTILITIES IES	4/3-5/1	74.49
520590.5480.010	ALLIANT UTILITIES IES	4/10-5/8 12	98.67
520590.5480.010	ALLIANT UTILITIES IES	4/10-5/8	114.09
520590.5480.010	ALLIANT UTILITIES IES	4/10-5/8	292.83
530540.5480.010	ALLIANT UTILITIES IES	4/10-5/8	115.89
550780.5480.010	ALLIANT UTILITIES IES	4/10-5/8	818.98
550780.5480.010	ALLIANT UTILITIES IES	4/10-5/8	499.08
206120.5600.000	ALLIED ELECTRONICS INC	OP SUPPLIES	97.67
101140.5718.000	AMAZON.COM	LITHIUM ION	142.00
101310.5600.010	AMAZON.COM	YOUTH PROGRAM	18.28
101310.5732.300	AMAZON.COM	BOOK	4.48
101310.5732.300	AMAZON.COM	BOOK	8.61
101310.5732.300	AMAZON.COM	BOOK	4.95
101310.5732.300	AMAZON.COM	BOOK	8.78
101310.5732.300	AMAZON.COM	DVDS	50.43
101310.5732.300	AMAZON.COM	DVDS	23.03
101310.5732.300	AMAZON.COM	DVDS	29.27
101310.5732.300	AMAZON.COM	DVDS	17.41
101310.5732.300	AMAZON.COM	DVDS	177.56
101310.5732.300	AMAZON.COM	DVDS	132.55
101310.5732.300	AMAZON.COM	DVDS	190.22
101310.5732.300	AMAZON.COM	DVDS	106.90
101310.5732.300	AMAZON.COM	DVDS	13.50
101310.5732.300	AMAZON.COM	DVDS	4.00

101310.5732.300	AMAZON.COM	DVDS	58.99
101310.5732.300	AMAZON.COM	DVDS	23.69
101310.5732.300	AMAZON.COM	BOOK	24.92
101310.5732.300	AMAZON.COM	BOOKS	25.50
101310.5732.300	AMAZON.COM	BOOK	15.17
101310.5732.320	AMAZON.COM	MEMORIAL BOOKS	47.73
101310.5732.320	AMAZON.COM	LOST/MEM BOOKS	13.21
101310.5732.320	AMAZON.COM	LOST/MEM BOOKS	22.24
101310.5732.320	AMAZON.COM	LOST/MEM BOOKS	10.88
101310.5732.320	AMAZON.COM	LOST/MEM BOOKS	10.88
242310.5280.000	AMAZON.COM	FREE PASS	2.99
278690.5600.000	AMAZON.COM	SUPPLIES	35.44
101110.5321.000	ANIMAL CLINIC - THE VET	HEARTGARD	243.78
101240.5331.500	ANIMAL RESCUE LEAGUE	MONTHLY PAYMENT	3,620.38
206710.5570.000	ARNOLD MOTOR SUPPLY	CYLINDER	(4.92)
206710.5570.000	ARNOLD MOTOR SUPPLY	CYLINDER	107.78
206710.5570.000	ARNOLD MOTOR SUPPLY	ATTACHMENT	51.65
206710.5570.000	ARNOLD MOTOR SUPPLY	UJOINT	44.42
101891.5340.150	ASSOCIATED COMPUTER SYSTEMS LTD	3 SUPPORT	540.00
101410.5340.010	ARAMARK	CLEANING SUPPLIES	6.44
101410.5340.010	ARAMARK	CLEANING SUPPLIES	7.38
101410.5340.010	ARAMARK	CLEANING SUPPLIES	6.44
152451.5340.010	ARAMARK	CLEANING SUPPLIES	2.31
152451.5340.010	ARAMARK	CLEANING SUPPLIES	7.37
152451.5340.010	ARAMARK	CLEANING SUPPLIES	2.31
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
101310.5732.300	BAKER & TAYLOR ENTERTAINMENT	DVDS/MEMORIAL BOOKS	37.87
101310.5732.300	BAKER & TAYLOR ENTERTAINMENT	DVDS	142.56
101310.5732.300	BAKER & TAYLOR ENTERTAINMENT	DVDS	21.86
101310.5732.300	BAKER & TAYLOR ENTERTAINMENT	DVDS	26.62
101310.5732.300	BAKER & TAYLOR ENTERTAINMENT	DVDS	165.47
101310.5732.300	BAKER & TAYLOR ENTERTAINMENT	DVDS	40.08
101310.5732.300	BAKER & TAYLOR ENTERTAINMENT	DVDS	21.86
101310.5732.300	BAKER & TAYLOR ENTERTAINMENT	DVDS	18.22
101310.5732.320	BAKER & TAYLOR ENTERTAINMENT	DVDS/MEMORIAL BOOKS	22.04
101310.5732.250	BAKER & TAYLOR INCORP	REFERENCE B	10.17
101310.5732.250	BAKER & TAYLOR INCORP	MEMORIAL BOOKS	13.17
101310.5732.250	BAKER & TAYLOR INCORP	MEMORIAL BOOKS	11.99
101310.5732.250	BAKER & TAYLOR INCORP	MEMORIAL BOOKS	16.77
101310.5732.250	BAKER & TAYLOR INCORP	MEMORIAL BOOKS	29.96
101310.5732.250	BAKER & TAYLOR INCORP	MEMORIAL BOOKS	11.99
101310.5732.250	BAKER & TAYLOR INCORP	REFERENCE BOOKS	11.99
101310.5732.300	BAKER & TAYLOR INCORP	DVDS	55.99

101310.5732.300	BAKER & TAYLOR INCORP	LARGE TYPE	15.60
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	120.71
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	4.79
101310.5732.320	BAKER & TAYLOR INCORP	MEMORIAL BOOKS	28.53
101310.5732.320	BAKER & TAYLOR INCORP	MEMORIAL BOOKS	63.13
101310.5732.320	BAKER & TAYLOR INCORP	LOST/MEMORIAL	15.09
101310.5732.320	BAKER & TAYLOR INCORP	DVD	13.97
101310.5732.320	BAKER & TAYLOR INCORP	GRAPHIC NOVEL	13.99
242310.5732.300	BAKER & TAYLOR INCORP	LARGE TYPE BOOK	16.80
242310.5732.300	BAKER & TAYLOR INCORP	LARGE TYPE BOOK	16.80
242310.5732.300	BAKER & TAYLOR INCORP	REFERENCE BOOKS	361.47
150891.5703.000	BDH TECHNOLOGY	LIBRARY COMPUTERS	8,311.27
150891.5703.000	BDH TECHNOLOGY	5 MACHINES	2,472.35
278690.5703.000	BDH TECHNOLOGY	5 MACHINES	1,390.70
247410.5331.500	BECKY D KANE	KIDS TO PARKS	300.00
681110.5230.000	BERNIE LOWE & ASSOCIATES, INC	APRIL 411 MEDS	32.30
681110.5230.000	BERNIE LOWE & ASSOCIATES, INC	411 MED CLAIMS	50.06
681110.5339.000	BERNIE LOWE & ASSOCIATES, INC	APRIL 411 MEDS	400.87
681110.5339.000	BERNIE LOWE & ASSOCIATES, INC	411 MED CLAIMS	242.76
681140.5230.000	BERNIE LOWE & ASSOCIATES, INC	APRIL 411 MEDS	155.42
681140.5230.000	BERNIE LOWE & ASSOCIATES, INC	411 MED CLAIMS	905.95
681140.5339.000	BERNIE LOWE & ASSOCIATES, INC	APRIL 411 MED	764.37
681140.5339.000	BERNIE LOWE & ASSOCIATES, INC	411 MED CLAIMS	26,613.00
684990.5230.000	BERNIE LOWE & ASSOCIATES, INC	INS.CONSULTING	2,257.50
206710.5610.520	BITUMINOUS MATERIALS & SUPPLY	HFE-90	719.55
101770.5410.000	BLUEGLOBES, INC	ADJ BASE TO	156.00
101770.5410.000	BLUEGLOBES, INC	ADJ BASE TO	13.21
101310.5732.270	BOOKPAGE	SUBSCRIPTION	300.00
101310.5732.300	BRODART INC	BOOKS	46.81
101310.5732.300	BRODART INC	BOOKS	19.30
101310.5732.300	BRODART INC	JUVENILE BOOKS	89.01
101310.5732.300	BRODART INC	BOOKS	361.21
101310.5732.300	BRODART INC	BOOKS	41.54
101310.5732.300	BRODART INC	JUVENILE BOOKS	48.35
101310.5732.300	BRODART INC	JUVENILE BOOKS	14.81
101310.5732.300	BRODART INC	JUVENILE BOOKS	50.67
101310.5732.300	BRODART INC	JUV/SPANISH	52.62
101310.5732.300	BRODART INC	JUV/SPANISH	64.71
101310.5732.300	BRODART INC	JUVENILE BOOKS	111.54
101310.5732.300	BRODART INC	SPANISH BOOKS	23.90
101310.5732.300	BRODART INC	JUVENILE BOOKS	38.51
101310.5732.300	BRODART INC	JUVENILE BOOKS	66.55
101310.5732.300	BRODART INC	JUVENILE BOOKS	145.31
101310.5732.320	BRODART INC	BOOKS	18.11
101310.5732.320	BRODART INC	LOST/MEMORIAL	6.04
101310.5732.320	BRODART INC	BOOKS	88.81

520590.5600.000	BROWN SUPPLY COMPANY INC	SEAL ROLL	1,358.00
101110.5600.000	BROWNELLS INC	AR-15 MAGS	136.85
230110.5460.000	BURGER KING	MEAL - K9 T	8.00
230110.5460.000	CARIBOU COFFEE	MEAL - K9 T	10.34
230110.5460.000	CARIBOU COFFEE	MEAL - K9 T	10.34
101110.5132.000	CARPENTER UNIFORM COMPANY	UNIFORMS-THEINS	234.50
101410.5562.000	CARQUEST AUTO PARTS STORES	OIL FILTER	4.62
206710.5570.000	CARQUEST AUTO PARTS STORES	FILTERS	86.36
101310.5732.320	CENGAGE LEARNING INC	LOST/HINSHAW	22.39
101310.5732.320	CENGAGE LEARNING INC	LOST/HINSHAW	40.58
101310.5732.320	CENGAGE LEARNING INC	HINSHAW MEMORIAL	65.79
101310.5732.320	CENGAGE LEARNING INC	LARGE TYPE	65.77
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE	79.46
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE	19.46
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE	100.06
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE	86.37
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE	75.17
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE	29.59
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE	20.99
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE	378.26
247410.5600.080	CENTRAL IOWA DISTRIBUTING INC	STEEL NAPKINS	76.80
520520.5410.000	CENTRAL IOWA MACHINE SHOP INC	SHARPEN PLAQUE	637.50
101110.5600.000	CENTRAL OFFICE SUPPLY	BULLETIN BOARD	115.89
278690.5600.000	CENTRAL OFFICE SUPPLY	ADDING MACHINE	13.72
290113.5450.000	CENTURYLINK	5/1-5/31 POLICE	20.37
290113.5450.000	CENTURYLINK	5/1-5/31 POLICE	418.00
290113.5450.000	CENTURYLINK	5/1-5/31 POLICE	76.00
206710.5610.510	CESSFORD CONSTRUCTION COMPANY	HIGH PERF C	234.10
206710.5610.510	CESSFORD CONSTRUCTION COMPANY	HIGH PERF C	1,679.50
206710.5610.510	CESSFORD CONSTRUCTION COMPANY	HIGH PERF C	1,669.90
101830.5280.000	CHAMBER OF COMMERCE	MEMBRSHIP/DUES	422.00
230110.5460.000	CHILI'S GRILL	MEAL - K9 T	15.23
230110.5460.000	CHIPOLTE	MEAL - K9 T	8.84
101310.5732.320	CHRISTY HALVERSON	LOST BOOK R	16.95
206120.5132.000	CITY LAUNDERING COMPANY	LAUNDRY SERVICE	34.61
206120.5132.000	CITY LAUNDERING COMPANY	LAUNDRY SERVICE	34.61
206120.5132.000	CITY LAUNDERING COMPANY	LAUNDRY SERVICE	34.61
206120.5132.000	CITY LAUNDERING COMPANY	LAUNDRY SERVICE	34.61
206710.5132.000	CITY LAUNDERING COMPANY	UNIFORMS CLEANED	99.69
206710.5132.000	CITY LAUNDERING COMPANY	UNIFORMS CLEANED	99.69
206710.5132.000	CITY LAUNDERING COMPANY	UNIFORMS CLEANED	154.69
206710.5132.000	CITY LAUNDERING COMPANY	UNIFORMS CLEANED	99.69
550780.5132.000	CITY LAUNDERING COMPANY	UNIFORMS CLEANED	19.38
550780.5132.000	CITY LAUNDERING COMPANY	UNIFORMS CLEANED	19.93
550780.5132.000	CITY LAUNDERING COMPANY	UNIFORMS CLEANED	19.93
550780.5132.000	CITY LAUNDERING COMPANY	UNIFORMS CLEANED	19.93

491750.5230.030	CLAPSADDLE GARBER ASSOC INC	ALLIANT ROAD	7,583.13
101410.5600.080	CLEANING EQUIP DIRECT	vacuum motor	123.75
101440.5331.500	COMMUNITY Y OF MARSHALLTOWN	AQUATIC CTR	25,000.00
510531.5600.000	CONCRETE INC	N OF TRAX 6th ST	197.22
520590.5600.000	CONCRETE INC	WESTWOOD/CA	511.41
206760.5340.240	CONSTRUCTION MATERIALS TESTING	SOIL TEST,	613.75
206760.5340.240	CONSTRUCTION MATERIALS TESTING	FINANCE CHG	10.90
206120.5480.010	CONSUMERS ENERGY CO-OP	APRIL- MARSHALLTOWN	73.19
206160.5480.010	CONSUMERS ENERGY CO-OP	APRIL - MARSHALLTOWN	384.30
230110.5600.000	CUB FOODS	FIRST AID S	8.97
101110.5460.000	DAVID G POWELL	LUNCH ALLOWANCE	8.00
101581.5261.000	DAVID PILLE	303 S 3RD S	85.00
101581.5261.000	DAVID PILLE	1907 S 4TH	270.00
101581.5261.000	DAVID PILLE	1010 LINCOLN	300.00
101410.5600.080	DIAMOND VOGEL PAINTS	PAINT COVER	30.60
230110.5460.000	DINO'S THE GREEK PLACE	MEAL - K9 TRAINING	10.18
101440.5600.080	DURAFLEX	Stainless STEEL	37.51
101310.5732.250	EBSCO SUBSCRIPTION SERVICE	NOVELIST PL	1,102.00
101545.5600.000	ECS INC	EQUIP FOR M	1,028.03
101140.5132.000	ED M FELD EQUIPMENT CO INC	BOOTS/CARBO	260.00
233410.5600.080	ELECTRIC SUPPLY OF M'TOWN	OP SUPPLIES	39.00
520520.5600.000	ELECTRIC SUPPLY OF M'TOWN	OPER SUPPLIES	709.79
206710.5570.000	ELLIOTT EQUIPMENT CO	MOTOR ASSY	1,018.82
276210.5600.031	ENVIRO HEALTH TECHNOLOGIES	LEAD TESTS	55.00
276210.5600.031	ENVIRO HEALTH TECHNOLOGIES	LEAD TESTS	110.00
276210.5600.031	ENVIRO HEALTH TECHNOLOGIES	LEAD TESTS	44.00
276210.5600.031	ENVIRO HEALTH TECHNOLOGIES	LEAD TESTS	55.00
276210.5600.031	ENVIRO HEALTH TECHNOLOGIES	LEAD TESTS	55.00
276210.5600.031	ENVIRO HEALTH TECHNOLOGIES	LEAD TESTS	55.00
276210.5600.032	ENVIRO HEALTH TECHNOLOGIES	LEAD TESTS	16.50
276210.5600.032	ENVIRO HEALTH TECHNOLOGIES	LEAD TESTS	11.00
276210.5600.032	ENVIRO HEALTH TECHNOLOGIES	LEAD TESTS	22.00
276210.5600.032	ENVIRO HEALTH TECHNOLOGIES	LEAD TESTS	20.00
276210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L.	CLEARANCE 5	94.25
230110.5460.000	FAMOUS DAVE'S	MEAL - K9 TRAINING	9.08
101440.5600.080	FASTENAL COMPANY	CONCRETE BIT	4.17
101440.5600.080	FASTENAL COMPANY	FASTEN GRATE	40.26
101440.5600.080	FASTENAL COMPANY	FASTEN GRATE	82.41
206710.5600.000	FASTENAL COMPANY	PARTS	17.16
206710.5600.000	FASTENAL COMPANY	PARTS	40.63
520520.5600.000	FASTENAL COMPANY	OPER SUPP,	364.29
101141.5460.000	FIRE SERVICE TRAINING BUREAU	INSP CERT FEE	150.00
101141.5460.000	FIRE SERVICE TRAINING BUREAU	INVESTIGATON	50.00
101340.5331.500	FISHER COMMUNITY CENTER	APPROPRIATION	6,396.63
250660.5980.000	FISHER CONTROLS	PROPERTY TAXES	41,976.00
230110.5460.000	FIVE GUYS	MEAL - K9 TRAINING	12.19

491750.5230.030	FOX ENGINEERING ASSOCIATES INC	ALLIANT PLAQUE	1,425.00
520520.5230.030	FOX ENGINEERING ASSOCIATES INC	WPCP PERF EDGE	7,272.00
527520.5230.030	FOX ENGINEERING ASSOCIATES INC	WPCP ULTRAVIOLET	1,630.00
528590.5230.030	FOX ENGINEERING ASSOCIATES INC	TURNER ST	2,284.00
206760.5210.000	FUEL EXPRESSO	FUEL - PUBL	31.57
510531.5210.000	FUEL EXPRESSO	FUEL - PUBL	15.78
520520.5210.000	FUEL EXPRESSO	FUEL - PUBL	15.78
247410.5340.050	GARY KEENAN	WOOD CARVING	2,000.00
206710.5600.000	GENERAL STORE	OP SUPPLIES	32.99
290113.5340.070	GEOCOMM, INC	E911 SYS/ 6	9,485.00
101140.5600.000	GIT N GO CONVENIENCE STORES INC #35	GAS	6.01
101000.4472.000	GORDON LAVENDER	RENTAL CANCELLATION	105.00
206710.5340.500	GRAFF LANDSCAPING	MOWING	75.00
510532.5340.010	GRAFF LANDSCAPING	MOWING	45.00
247410.5600.080	GRIGGINDUST	OP SUPPLIES	131.04
230110.5570.000	GULF OIL	FUEL - K9 TRAINING	40.00
230110.5570.000	GULF OIL	FUEL - K9 TRAINING	69.55
233410.5410.000	HANKE REFRIGERATION	ICE MACHINE	80.00
101310.5410.000	HARTWIG PLUMBING & HEATING INC	PLUMBING REPAIR	93.00
101880.5410.000	HARTWIG PLUMBING & HEATING INC	REPAIR RESTROOM	100.48
101140.5600.000	HOIST FITNESS SYSTEMS	PULLEY	18.00
101410.5600.080	HOME RENTAL CENTER	OP SUPPLIES	14.00
276210.5433.000	HOME RENTAL CENTER	TRLR FOR 20	260.00
291180.5230.030	HOWARD R GREEN COMPANY, INC	ANSON CREEK	4,922.00
206760.5210.000	HR-ONE SOURCE	RECRUITER FEE	5,595.32
510531.5210.000	HR-ONE SOURCE	RECRUITER FEE	2,797.65
520520.5210.000	HR-ONE SOURCE	RECRUITER FEE	2,797.66
230110.5460.000	HY-VEE ACCOUNTS RECEIVABLE	HOSPITALITY	70.03
230110.5460.000	HY-VEE ACCOUNTS RECEIVABLE	HOSPITALITY	12.78
510531.5460.000	I W P C A	TRAINING	88.00
520520.5460.000	I W P C A	2014 IAWEA	220.00
520590.5460.000	I W P C A	TRAINING	132.00
550780.5216.000	IA CRIMINAL RECORD CHECKS	BACKGROUND	15.00
101410.5410.000	IN STITCHES	Stitching o	14.50
206712.5610.820	INDEPENDENT SALT	HIWAY TREATMENT	15,782.40
520520.5600.000	INDUSTRIAL ELECTRIC MOTORS	2 RUBBER SL	714.90
152451.5600.000	INTERSTATE ALL BATTERY CENTER	OP SUPPLIES	119.30
101140.5280.000	IOWA CHAPTER IAAI	MEMBERSHIP	30.00
101110.5460.000	IOWA COUNTY ATTORNEYS ASSOC	REGISTRATION	60.00
290113.5340.070	IOWA DEPT OF PUBLIC SAFETY	4/1-6/30/20	456.00
276210.5251.000	IOWA LEAD	TRAINING	2,812.50
276210.5251.000	IOWA LEAD	TRAINING	812.50
276210.5251.000	IOWA LEAD	TRAINING	2,000.00
101110.5600.000	IOWA OFFICE INTERIORS, INC	INK	40.49
101110.5600.000	IOWA OFFICE INTERIORS, INC	OFFICE SUPPLIES	173.83
101310.5600.000	IOWA OFFICE INTERIORS, INC	TAPE,LABELS	33.81

206710.5610.910	IOWA PRISON INDUSTRIES	SIGNS	460.96
230110.5460.000	IOWA VALLEY CONTINUING EDUCTION	DEC CONF -	180.00
101310.5600.000	JANWAY COMPANY USA INC	EAR BUDS	181.57
101310.5460.000	JENELLE S HUTCHENS	REGISTRATION FEE	20.00
510531.5749.000	JENSEN INC	SEWER DEPT	25,980.00
491750.5781.230	JEREMY A ADKINS	TEMP-ALLIAN	492.17
230110.5460.000	JIMMY JOHNS	MEAL - K9 TRAINING	8.55
230110.5460.000	JIMMY JOHNS	MEAL - K9 TRAINING	8.55
230110.5460.000	JIMMY JOHNS	MEAL - K9 TRAINING	10.14
101310.5600.000	JOA M LAVILLE	YOUTH PROGRAM	10.63
101310.5600.010	JOA M LAVILLE	YOUTH PROGRAM	2.75
101310.5732.300	JUNIOR LIBRARY GUILD	SPANISH BOOK	107.00
101310.5460.000	KATHRYN FINK	REGISTRATION	20.00
101110.5570.000	KEN WISE CHRYSLER, DODGE, JEEP	TIGHTEN FUSE	8.90
101110.5570.000	KMART CORPORATION	CREDIT - TIRE RIMS	(29.99)
101110.5570.000	KMART CORPORATION	TIRE RIMS	29.99
101110.5570.000	KMART CORPORATION	TIRE RIMS	19.99
101310.5600.010	KMART CORPORATION	YOUTH PROGRAM	45.47
230110.5570.000	KUM & GO	FUEL - K9 TRAINING	47.85
230110.5570.000	KWIK TRIP INC	FUEL - K9 TRAINING	67.70
230110.5570.000	KWIK TRIP INC	FUEL - K9 TRAINING	66.90
101110.5430.000	LANGUAGE LINE SERV INC	PHONE INTERPRETION	46.80
290113.5450.000	LANGUAGE LINE SERV INC	PHONE INTERPRETION	210.75
491750.5781.200	LARRY SAWYER	NEVADA ST L	230.00
101410.5410.000	LARRY'S TOWING & TIRE SERVICE	Tube repair	12.00
206710.5340.290	LEDFORD TREE & LAWN SERVICE CO	TREE REMOVAL	795.00
230110.5460.000	LEEANN CHIN	MEAL - K9 TRAINING	9.98
247410.5331.500	LIZETTE RIOS	KIDS TO PARKS	150.00
150110.5749.000	LUETHJE SALES	2012 FORD VEHICLE	12,550.00
491750.5781.200	LYNCH REAL ESTATE	E NEVADA ST	3,410.96
510531.5600.000	M GERVICH & SONS INC	OP SUPPLIES	14.00
510531.5600.000	M GERVICH & SONS INC	OP SUPPLIES	16.80
520590.5600.000	M GERVICH & SONS INC	OP SUPPLIES	21.00
520590.5600.000	M GERVICH & SONS INC	OP SUPPLIES	25.20
101561.5360.000	MAIL SERVICES	RENTAL INSPECTION	2.52
101561.5360.000	MAIL SERVICES	RENTAL INSPECTION	78.73
101561.5360.000	MAIL SERVICES	RENTAL INSPECTION	183.90
101790.5360.000	MAIL SERVICES	PARKING	7.08
101790.5360.000	MAIL SERVICES	PARKING	114.15
101790.5360.000	MAIL SERVICES	PARKING	12.76
101840.5360.000	MAIL SERVICES	CITY ADMIN	143.36
101840.5360.000	MAIL SERVICES	CITY ADMIN	107.64
101840.5360.000	MAIL SERVICES	CITY ADMIN	134.32
278690.5360.000	MAIL SERVICES	RENT ASST	4.05
278690.5360.000	MAIL SERVICES	RENT ASST	21.32
278690.5360.000	MAIL SERVICES	RENT ASST	4.57

101000.4520.000	MARK NIEHUS	PAID TKT 2X	25.00
101110.5570.000	MARSHALL COUNTY ENGINEER	GAS PURCHASE	7,994.97
101140.5570.000	MARSHALL COUNTY ENGINEER	GAS PURCHASE	1,143.78
101410.5570.010	MARSHALL COUNTY ENGINEER	GAS PURCHASE	754.25
101440.5570.060	MARSHALL COUNTY ENGINEER	GAS PURCHASE	678.13
101560.5570.000	MARSHALL COUNTY ENGINEER	GAS PURCHASE	47.92
101561.5570.000	MARSHALL COUNTY ENGINEER	GAS PURCHASE	100.30
101581.5570.000	MARSHALL COUNTY ENGINEER	GAS PURCHASE	47.02
206120.5570.000	MARSHALL COUNTY ENGINEER	GAS PURCHASE	446.49
206710.5570.000	MARSHALL COUNTY ENGINEER	GAS PURCHASE	2,527.19
206711.5570.000	MARSHALL COUNTY ENGINEER	GAS PURCHASE	150.13
206760.5570.000	MARSHALL COUNTY ENGINEER	GAS PURCHASE	119.66
218110.5570.000	MARSHALL COUNTY ENGINEER	GAS PURCHASE	25.62
510531.5570.010	MARSHALL COUNTY ENGINEER	GAS PURCHASE	403.45
510531.5570.060	MARSHALL COUNTY ENGINEER	GAS PURCHASE	210.36
520520.5570.010	MARSHALL COUNTY ENGINEER	GAS PURCHASE	160.97
520520.5570.060	MARSHALL COUNTY ENGINEER	GAS PURCHASE	157.83
520590.5570.010	MARSHALL COUNTY ENGINEER	GAS PURCHASE	605.17
520590.5570.060	MARSHALL COUNTY ENGINEER	GAS PURCHASE	315.54
550780.5570.060	MARSHALL COUNTY ENGINEER	GAS PURCHASE	6,641.41
101410.5340.010	MARSHALL COUNTY LANDFILL	RESIDENTIAL	53.35
101581.5261.000	MARSHALL COUNTY LANDFILL	303 S 3RD S	15.00
101581.5261.000	MARSHALL COUNTY LANDFILL	1907 S 4TH	43.25
101581.5261.000	MARSHALL COUNTY LANDFILL	712 E BOONE	113.35
101581.5261.000	MARSHALL COUNTY LANDFILL	712 E BOONE	56.40
206710.5340.010	MARSHALL COUNTY LANDFILL	CONSTRUCTIO	10.00
206710.5340.010	MARSHALL COUNTY LANDFILL	CONSTRUCTIO	10.00
101170.5331.500	MARSHALL CTY EMERGENCY MGMT AGEN	MONTHLY PAY	2,191.92
101770.5340.070	MARSHALLTOWN AVIATION INC	MONTHLY PAYMENT	642.00
101770.5410.000	MARSHALLTOWN AVIATION INC	GROUND MAINT	870.80
101770.5600.000	MARSHALLTOWN AVIATION INC	INTERNET	30.05
233410.5340.600	MARSHALLTOWN UMPIRES ASSOC	2014 LEAGUE	10,550.00
276210.5480.030	MARSHALLTOWN WATER WORKS	3/04-5/02 1	51.36
276210.5480.030	MARSHALLTOWN WATER WORKS	3/4-5/2 112	76.84
281690.5480.030	MARSHALLTOWN WATER WORKS	3/10-5/07 7	47.72
281690.5480.030	MARSHALLTOWN WATER WORKS	3/5-5/2 612	47.72
520520.5480.030	MARSHALLTOWN WATER WORKS	4/1-5/1 SEW	969.35
247410.5331.500	MARY M BOYVEY	KIDS TO PARKS	120.00
101140.5870.000	MASTERFILE CORPORATION	SETTLEMENT	650.00
101110.5410.000	MCATEE TIRE SALES & SERVICE INC	TIRE REPAIR	18.50
101110.5410.000	MCATEE TIRE SALES & SERVICE INC	TIRE REPAIR	18.50
101110.5410.000	MCATEE TIRE SALES & SERVICE INC	TIRE REPAIR	18.50
206710.5410.000	MCATEE TIRE SALES & SERVICE INC	TIRE REPAIR	18.50
206760.5210.000	MCDONALD'S	MEAL - PUBL	2.49
510531.5210.000	MCDONALD'S	MEAL - PUBL	1.25
520520.5210.000	MCDONALD'S	MEAL - PUBL	1.24

550780.5151.000	MCFARLAND CLINIC PC	TESTING	95.04
681110.5338.000	MCFARLAND CLINIC PC	TESTING	280.72
230110.5460.000	MCKNIGHT'S BAR & GRILL	MEAL - K9 TRAINING	11.04
230110.5460.000	MCKNIGHT'S BAR & GRILL	MEAL - K9 TRAINING	10.69
276210.5410.000	MD CONSTRUCTION LLC	519 WOODBURY ST	2,160.00
276210.5410.000	MD CONSTRUCTION LLC	308 N 5TH ST	1,400.00
520520.5410.000	MEAD O'BRIEN INC	REPAIR SBR	583.42
101310.5450.000	MEDIACOM	INTERNET SRV	87.45
233410.5450.000	MEDIACOM	4/29-5/28 6	68.55
681110.5338.000	MEDTRAK SERVICES LLP	411 PRESC MEDS	53.62
681140.5338.000	MEDTRAK SERVICES LLP	411 PRESC MEDS	1,592.76
101110.5600.000	MENARDS	SHOP VAC	186.60
101140.5600.000	MENARDS	SUPPLIES	13.31
101140.5600.000	MENARDS	SUPPLIES	74.63
101410.5600.080	MENARDS	OP SUPPLIES	54.42
101410.5600.080	MENARDS	OP SUPPLIES	46.59
101410.5600.080	MENARDS	OP SUPPLIES	1.85
101410.5600.080	MENARDS	OP SUPPLIES	38.75
101410.5600.080	MENARDS	Chisel & ba	41.13
101440.5600.080	MENARDS	OP SUPPLIES	85.00
206120.5600.000	MENARDS	OP SUPPLIES	27.85
206120.5600.000	MENARDS	OP SUPPLIES	20.19
206710.5600.000	MENARDS	OP SUPPLIES	20.21
247410.5600.080	MENARDS	hose connec	83.32
520590.5600.000	MENARDS	OP SUPPLIES	34.97
999.1160.000	MENARDS	TAX	1.23
101310.5732.300	MICROMARKETING LLC	AUDIO BOOKS	264.90
101310.5732.300	MICROMARKETING LLC	GIFT FUND BOOKS	54.98
242310.5732.300	MICROMARKETING LLC	JUVENILE AUDIO	44.98
242310.5732.300	MICROMARKETING LLC	JUVENILE AUDIO	47.99
242310.5732.300	MICROMARKETING LLC	JUVENILE AUDIO	23.00
242310.5732.300	MICROMARKETING LLC	ADULT AUDIO	134.93
242310.5732.300	MICROMARKETING LLC	ADULT AUDIO	106.97
520520.5600.030	MIDLAND SCIENTIFIC INC	ACETIC ACID	85.80
520520.5600.030	MIDLAND SCIENTIFIC INC	BUFFER SOLU	64.30
520520.5600.030	MIDLAND SCIENTIFIC INC	FLASK W/STO	149.76
101310.5340.070	MIDWEST ALARM SERVICE	FIRE ALARM	878.39
101110.5570.000	MILL RESTAURANT	FOOD ALLOWANCE	49.43
101310.5600.000	MINITEX	SECURITY ST	1,408.00
101110.5600.000	MINUTEMAN INC	LAMINATING	39.75
520520.5600.000	MOTION INDUSTRIES INC	RTNXPA-1375	(44.28)
520520.5600.000	MOTION INDUSTRIES INC	XPA-1375BEL	56.75
520520.5600.000	MOTION INDUSTRIES INC	XPA-1425BEL	63.19
520520.5600.000	MOTION INDUSTRIES INC	BEARINGS/FR	259.17
520520.5600.000	MOTION INDUSTRIES INC	SEAL/FRT	26.73
520520.5600.000	MOTION INDUSTRIES INC	SEAL/FRT	26.29

101410.5562.000	NAPA	SPARK PLUG	2.24
101410.5562.000	NAPA	OIL	10.76
206120.5600.000	NAPA	OP SUPPLIES	119.19
206710.5570.000	NAPA	AC EVAPORAT	437.64
206710.5570.000	NAPA	FILTERS	41.35
206710.5570.000	NAPA	FILTERS/BAT	43.85
206710.5570.000	NAPA	SWITCH	14.51
206710.5570.000	NAPA	3WR/PGTL	25.23
206710.5570.000	NAPA	ID BAR	40.26
206710.5570.000	NAPA	O-RINGS	0.59
206710.5570.000	NAPA	TAPE	9.56
206710.5570.000	NAPA	CAB/FILTER	11.51
206710.5600.000	NAPA	GLOVES	21.54
520520.5600.000	NAPA	OPERATING S	130.03
206710.5570.000	MURPHY TRACTOR & EQUIPMENT CO	ISOLATORS/L	211.34
101110.5600.000	NEWEGG INC	2 HARD DRIVE	199.98
520520.5340.010	NUTRI JECT SYSTEMS INC	SPRING APPLICATION	38,515.26
520520.5340.010	OAKVIEW dck, LLC	4/2-5/1 WPCP	112,791.79
527520.5340.010	OAKVIEW dck, LLC	WPCP DISINFECT	2,888.00
101310.5340.070	OCLC, INC	CATALOGING/	733.77
206120.5600.000	OMJC SIGNAL INC	OPTICOM 752	900.00
278690.5340.070	ON-SITE INFORMATION DESTRUCTION SEF	SHREDDING	45.00
206710.5570.000	O'REILLY AUTOMOTIVE INC	BRAKES	706.99
101310.5732.320	OVERDRIVE, INC.	eBOOKS	115.85
101310.5732.320	OVERDRIVE, INC.	eBOOKS	147.92
290113.5450.000	PARTNER COMMUNICATIONS CO-OP	5/1-5/31	612.09
290113.5450.000	PARTNER COMMUNICATIONS CO-OP	5/1-5/31	275.22
278690.5240.510	PAUL DUNN	RENT ASST	100.00
230110.5460.000	PERKINS FAMILY RESTAURANT	MEAL - K9 TRAINING	19.79
276210.5410.000	PETTENGILL CONSTRUCTION	508 W LINN	9,445.00
101000.4520.000	PETTY CASH - CITY CLERK	PETTY CASH	65.00
101110.5360.000	PETTY CASH - CITY CLERK	PETTY CASH	1.18
101110.5460.000	PETTY CASH - CITY CLERK	PETTY CASH	10.00
101410.5562.000	PETTY CASH - CITY CLERK	PETTY CASH	1.99
101420.5460.000	PETTY CASH - CITY CLERK	PETTY CASH	8.25
101420.5600.000	PETTY CASH - CITY CLERK	PETTY CASH	2.49
101421.5600.010	PETTY CASH - CITY CLERK	PETTY CASH	5.94
101820.5600.000	PETTY CASH - CITY CLERK	PETTY CASH	10.00
101840.5360.000	PETTY CASH - CITY CLERK	PETTY CASH	0.66
206120.5600.000	PETTY CASH - CITY CLERK	PETTY CASH	1.18
206760.5600.000	PETTY CASH - CITY CLERK	PETTY CASH	3.00
230110.5600.000	PETTY CASH - CITY CLERK	PETTY CASH	8.73
276210.5360.000	PETTY CASH - CITY CLERK	PETTY CASH	0.21
276210.5460.000	PETTY CASH - CITY CLERK	PETTY CASH	10.28
278690.5600.000	PETTY CASH - CITY CLERK	PETTY CASH	8.29
540430.5600.000	PETTY CASH - CITY CLERK	PETTY CASH	10.24

271690.5240.500	PHIL OR MARCELL KING	205 SOUTH 6	540.00
101110.5430.000	PLU MEH	INTERPRET	30.00
230110.5460.000	POTBELLY 265	MEAL - K9 T	12.69
101310.5600.000	PREMIER OFFICE EQUIPMENT	COPIES	37.82
101310.5600.000	PREMIER OFFICE EQUIPMENT	COPIES	36.56
101310.5600.000	PREMIER OFFICE EQUIPMENT	YELLOW TONE	129.51
101420.5600.000	PREMIER OFFICE EQUIPMENT	XEROX STAPLERS	98.00
206760.5340.070	PREMIER OFFICE EQUIPMENT	MAINT AGREEMENT	130.48
206760.5340.070	PREMIER OFFICE EQUIPMENT	MAINT AGREEMENT	111.59
520520.5600.000	PRODUCTS INC	SEAL KIT	236.15
101310.5732.300	PUBLIC BROADCAST SYSTEM	DVDS	94.42
101850.5340.100	QUADRANT SYSTEMS INC	CASH REG SERVICE	2,300.00
247410.5331.500	QUINCO	KIDS TO PARKS	300.00
247410.5331.500	QUINCO	KIDS TO PARKS	300.00
247410.5331.500	QUINCO	KIDS TO PARKS	(300.00)
101110.5340.070	RACOM CORPORATION	WATCHGUARD	497.50
150110.5749.000	RACOM CORPORATION	INSTALL K9	5,542.64
520520.5340.010	RAIN FOR RENT CHICAGO	RENT PUMP EQUIP	1,666.50
101831.5057.100	RANDY WETMORE	MONTHLY PHONE ALLOW	62.50
101831.5460.000	RANDY WETMORE	BACKGRND RE	369.56
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	31.50
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	26.99
101310.5732.300	RECORDED BOOKS LLC	ADULT AUDIO	26.99
101310.5732.300	RECORDED BOOKS LLC	ADULT AUDIO	280.20
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	26.99
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	27.00
242310.5732.300	RECORDED BOOKS LLC	JUVENILE AUDIO	6.95
520520.5340.010	RID-R-BUG PEST CONTROL	QTRLY PEST	70.00
101310.5340.070	RK DIXON	1YR SUPPORT	935.23
206710.5340.290	ROBERT H HIBBS	TREE ASSESS	225.00
101140.5340.070	SANDRY FIRE SUPPLY LLC	TESTING/HAR	666.82
101140.5340.070	SANDRY FIRE SUPPLY LLC	VALVE ASSY/	381.90
101310.5450.000	SARAH ROSENBLUM	3MOS WIRELE	120.00
101310.5340.010	SCHENDEL PEST CONTROL COMPANY	SERVICE-LIBRARY	45.00
101880.5410.000	SCHENDEL PEST CONTROL COMPANY	CITY HALL/P	58.00
101140.5251.000	SCOTT W DOE	CDL PERMIT/	60.00
101310.5340.010	SERVICEMASTER OF M'TOWN INC	CLEANING	1,300.00
230110.5570.000	SHELL OIL	FUEL - K9 TRAINING	42.20
101110.5460.000	SHERATON	CREDIT -	(32.36)
206760.5210.000	SONIC DRIVE-IN	MEAL - PUBL	6.33
510531.5210.000	SONIC DRIVE-IN	MEAL - PUBL	3.16
520520.5210.000	SONIC DRIVE-IN	MEAL - PUBL	3.16
101410.5600.080	SPAHN & ROSE LUMBER CO	Westend Sig	38.17
101110.5600.000	STAPLES	MAILERS,ETC	44.86
101420.5600.000	STAPLES	Office supp	25.96
101420.5600.000	STAPLES	Supplies	5.49

101440.5600.000	STAPLES	Supplies	6.98
101440.5600.000	STAPLES	Office supp	25.96
101581.5600.000	STAPLES	TONER	44.24
101891.5600.000	STAPLES	usb supplie	20.00
206760.5600.000	STAPLES	OP SUPPLIES	17.25
101410.5410.000	STEPHEN OPPERMAN	ROOF-TIMBER	850.00
101310.5340.010	STONE SANITATION	APRIL GARBA	85.73
238891.5600.000	STREAK WAVE WIRELESS	2 transacto	355.11
230110.5460.000	SUBWAY	MEAL - K9 T	6.00
271690.5240.500	SUPERIOR RENTALS LLC	407 MELODY	495.00
520520.5600.000	TELEDYNE ISCO	TEMP SENSOR	432.55
520520.5600.000	TELEDYNE ISCO	STRAINERS	145.25
290113.5460.000	TERRY, GRIMES	FUEL	44.74
520520.5600.030	TESTAMERICA INC	SAMPLE ANAL	294.00
101310.5732.270	THE DES MOINES REGISTER	SUBSCRIPTIO	337.18
230110.5570.000	THE JO SHOP	FUEL - K9 T	52.00
101110.5600.000	THEISEN'S	DEGREASER	24.16
101410.5541.000	THEISEN'S	Chemical gl	14.98
101410.5562.000	THEISEN'S	OP SUPPLIES	14.99
101410.5600.080	THEISEN'S	Spreaders	18.98
101410.5600.080	THEISEN'S	saddle hose	11.38
206710.5600.000	THEISEN'S	OP SUPPLIES	39.96
206710.5600.000	THEISEN'S	OP SUPPLIES	9.97
510531.5600.000	THEISEN'S	OP SUPPLIES	15.20
510531.5600.000	THEISEN'S	OP SUPPLIES	24.79
520520.5600.000	THEISEN'S	FERTILIZER	115.87
520520.5600.000	THEISEN'S	FERTILIZER	191.96
520590.5600.000	THEISEN'S	OP SUPPLIES	22.79
520590.5600.000	THEISEN'S	OP SUPPLIES	37.18
230110.5600.000	THOMAS M WATSON	CHOKE CHAIN	31.99
101110.5600.000	THOMPSON'S TRUE VALUE	GRASS SEED	13.99
101110.5600.000	THOMPSON'S TRUE VALUE	WEED KILLER	28.98
101110.5600.000	THOMPSON'S TRUE VALUE	WEED KILLER	29.98
101140.5600.000	THOMPSON'S TRUE VALUE	SUPPLIES	67.06
101410.5600.080	THOMPSON'S TRUE VALUE	OP SUPPLIES	10.96
491750.5781.230	TIM DOYLE	TEMP- ALLIA	391.50
101420.5210.000	TIMES-REPUBLICAN	PUBLICATION	79.70
101840.5210.000	TIMES-REPUBLICAN	APRIL PUBLI	473.68
101850.5210.000	TIMES-REPUBLICAN	PUBLICATION	292.00
101870.5210.000	TIMES-REPUBLICAN	APRIL PUBLI	52.89
276210.5210.000	TIMES-REPUBLICAN	APRIL PUBLI	162.36
491750.5210.000	TIMES-REPUBLICAN	APRIL PUBLI	151.70
520520.5210.000	TIMES-REPUBLICAN	PUBLICATION	26.57
230110.5460.000	TOPPERS PIZZA	MEAL - K9 T	11.48
230110.5460.000	TOPPERS PIZZA	MEAL - K9 T	8.56
510531.5600.000	TRANS-IOWA EQUIPMENT LLC	PARTS	57.86

520590.5600.000	TRANS-IOWA EQUIPMENT LLC	PARTS	86.80
000844.1520.010	TREASURER ST OF IOWA	4/1-4/30	1,450.00
000844.1520.020	TREASURER ST OF IOWA	4/1-4/30	242.00
520520.5440.000	TREASURER ST OF IOWA	4/1-4/30 SA	10,759.00
520520.5441.000	TREASURER ST OF IOWA	4/1-4/30 SA	1,793.00
290113.5460.000	TREASURER STATE OF IOWA	EVAL OF MMP	280.00
101410.5600.080	TRI STATE LOCK SERVICE	Latch & rel	20.00
206760.5749.000	UNION AUTO INC.	2014 FORD E	21,771.00
101310.5340.010	UNIQUE MANAGEMENT SERVICES, INC	COMM. ON CO	700.84
550780.5151.000	UNITYPOINT CLINIC-OCCUPATIONAL MEDI	DOT TESTING	37.00
550780.5338.000	UPS STORE #5089	SHIP TO HOP	9.36
150310.5380.000	US BANK EQUIPMENT FINANCE	COPIER PAYM	344.00
101770.5410.000	VAN-WALL EQUIPMENT INC	FILTERS	57.83
101110.5600.000	VISTA PRINT. COM	BUSINESS CARDS	19.99
101140.5600.000	WAL MART STORES INC	SUPPLIES	37.28
101410.5600.080	WAL MART STORES INC	Waste bags	27.88
101420.5600.010	WAL MART STORES INC	Tennis Ball	26.46
101421.5600.010	WAL MART STORES INC	Tennis Ball	33.90
206710.5600.000	WAL MART STORES INC	OP SUPPLIES	(14.95)
206710.5600.000	WAL MART STORES INC	OP SUPPLIES	89.93
230110.5460.000	WAL MART STORES INC	HOSPITALITY	11.91
520520.5600.000	WAL MART STORES INC	OPER & LAUN	170.89
206710.5600.000	WARD ENTERPRISES LLC	DECK, FRAME	691.50
491750.5781.200	WES INC	NEVADA ST L	1,017.22
101581.5261.000	WILLIAM SIMPSON	712 E BOONE	350.00
230110.5460.000	WOODBURY CAFE	MEAL - K9 TRAINING	19.84
101310.5410.000	WOODMAN CONTROLS	SERVICE CALL	165.76
499881.5776.000	WOODMAN CONTROLS	BLDG IMPROVMENTS	1,000.00
528590.5340.010	WOODRUFF CONSTRUCTION, LLC	TURNER ST	14,529.30
206710.5600.000	WW GRAINGER	PUMP	439.65
520520.5600.000	WW GRAINGER	JACK CRANE	162.90
206710.5570.000	ZIEGLER INC	PARTS	799.75
206710.5570.000	ZIEGLER INC	PARTS	656.30
			610,772.52

Council Proceedings
May 27, 2014

The Marshalltown City Council met in regular session on May 27, 2014, at 12:00 pm, in the Council Chambers at City Hall. Mayor Lowrance called the meeting to order and led the Pledge of Allegiance. Present: Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin.

Mayor Lowrance introduced Roger Schoell, City Attorney. Schubert moved to approve the agenda, second by Wirin. Motion approved 7-0.

CONSENT AGENDA

Martin moved to approve the Consent Agenda, amending and approving the Council meeting Minutes of May 12, 2014; Approve Bill List in the amount of $1,120,661.83; Receipt of Building Report, April, 2014; Renewal Liquor Licenses: Hy-Vee Gas, Zenos Pizza, Kum & Go #701, Liquor & Grocery Depot, Walgreens, Moose Lodge, Designs by Dawn, Midnight Ballroom, pending completion of fire inspection; second by Wirin. Consent agenda adopted 7-0.

RESOLUTIONS:

Wirin moved to adopt Resolution 2014-063 Approving Contract and Bond for Construction of the Alliant Gas Fired Plant / East Nevada Street Rebuild Project 66013014, with Blommers, in the amount of $1,078,918.50, second by Greer. Resolution approved 6-0, with Lamer abstaining due to his son being involved with the project.

Schubert moved to adopt Resolution 2014-064 Approving Contract and Bond for Construction of the Iowa River (West) Interceptor Parallel Sewer project 59011019A, with S.M. Hentges & Sons, Inc., in the amount of $5,758,477.72, second by Greer. Resolution adopted 6-1 with Lamer dissenting.

Mayor Lowrance declared the public hearing open for the plans, specifications, form of contract and cost for the Concrete Repair 2014 Project 76014005. There were no written or public comments. Mayor Lowrance declared the public hearing closed.

Lamer moved to adopt Resolution 2014-065 Approving Plans, Specifications, form of Contract and Cost for the Concrete Repair 2014 Project 76014005, second by Wirin. Resolution adopted 7-0.

Lamer moved to adopt Resolution 2014-066 Accepting Bid and Authorizing the Award of Contract for 2014 Concrete Repair TIF District 3, Project 76014006, with Construct, Inc., in the amount of $293,580, second by Wirin. Resolution adopted 6-1 with Hoop dissenting.

Lamer moved to adopt Resolution 2014-067 Approving Contract and Bond for Construction of the 2014 Concrete Repair TIF District 3, Project 76014006, with Construct, Inc., in the amount of $293,580, second by Wirin. Resolution adopted 6-1 with Hoop dissenting.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open for the plans, specifications, form of contract and cost for the Mill and Overlay Project 76014004. There were no written or public comments. Mayor Lowrance declared the public hearing closed.

Gowdy moved to adopt Resolution 2014-068 Approving Plans, Specifications, form of Contract and Cost for the Mill and Overlay Project 76014004, second by Schubert. Resolution adopted 7-0.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open for the Interlocal Grant Agreement for the Iowa / Byrne-Justice Assistance Grant Program (JAG) of $18,855, Split 50% with Marshall County, to Assist with Officer Safety, Training, Equipment and Supplies. There were no written or public comments. Mayor Lowrance declared the public hearing closed.

Schubert moved to adopt Resolution 2014-069 Approving Interlocal Grant Agreement for the Iowa / Byrne-Justice Assistance Grant Program (JAG) of $18,855, Split 50% with Marshall County, to Assist with Officer Safety, Training, Equipment and Supplies, second by Greer. Resolution adopted 7-0.

Martin moved to adopt Resolution 2014-070 Approving Contract Change Order #1 for the Police and Fire Department Architectural and Engineering Services Project 14013020A, H.R. Green, Inc., increase of $2,500, second by Lamer. Resolution adopted 7-0.

ORDINANCES:

Schubert moved to adoption of the ordinance and for approval of the third reading of Ordinance #14929 Rezoning 3901 South Center Street from R2 Low Density Residential to OP Office Park, second by Greer. Third reading and Ordinance adopted 6-1 with Lamer against.

Greer moved to adopt the reading reading of Ordinance #14930 Approving Changes to the Marshalltown Zoning Ordinance of 2010, Regarding Chapter 5, Site Plan Review Requirements, Chapter 22, Central Business District, Chapter 30 Signs, and Chapter 35, Site Plan Review Board, amending language to require $300,000 liability insurance for sign installation, second by Wirin. Second reading adopted 7-0.

Greer moved to adopt the first reading of Ordinance #14931 Rezoning 114 North Center Street from R4 Medium Density Residential to CBD Central Business District, second by Gowdy. First reading adopted 7-0.

FUTURE AGENDA ITEMS DISCUSSION:

The council discussed the following items: Hy Vee Party Room request; Senior Citizen Lease Agreement, renewal for two years; Purchase of three 2014 Chevrolet Caprice with police package; Concrete Repair 2014 Project 76014005, bid tabulation; Mill & Overlay 2014 Project 76014004, bid tabulation; Plans, Specifications, form of Contract and Cost for the Airport Hangar Floor Replacement Project 77013010. Hearing on June 9.

PUBLIC COMMENTS:

Denny Grabenbauer and Luisa Ortega asked the council for contribution toward the annual Fourth of July fireworks expenses. Ortega was introduced as the new organizer for the event. The usual annual city contribution is $3,000.

CLOSED SESSION

Greer moved to enter into Closed session pursuant to Section 21.5 subsection (1) paragraph (j) OF THE CODE OF IOWA to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. Iowa Code § 21.5(1)(j) (2011), as amended by, Senate File 289, 84th G.A., 1st Sess., § 5 (Iowa 2011), second by Lamer. Motion carried 7-0.

Greer moved to leave closed session, second by Gowdy. Motion carried 7-0, roll call – all present. Greer moved to direct staff to negotiate a purchase agreement for parcels B and D, second by Lamer. Motion carried 7-0.

ADJOURNMENT

The meeting adjourned at 1:01 PM, upon motion by Schubert and second by Greer. Motion carried 7-0.

Respectfully submitted,

_____

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

_____

ATTEST: James L. Lowrance, Mayor

_____

Shari L. Coughenour, CMC, City Clerk

the City of Marshalltown

COUNCIL AGENDA

CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET

May 27, 2014, at 12:00 PM

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

CALL TO ORDER: Mayor James L. Lowrance

PLEDGE OF ALLEGIANCE:

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

MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS:

APPROVAL OF AGENDA:

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

1) Approve Council meeting Minutes of May 12, 2014

2) Approve Bill List in the amount of $1,120,661.83.

3) Receipt of Building Report, April, 2014.

4) Renewal Liquor Licenses: Hy-Vee Gas, Zenos Pizza, Kum & Go #701, Liquor & Grocery Depot, Walgreens, Moose Lodge, Designs by Dawn, Midnight Ballroom, pending completion of fire inspection.

(end of consent agenda items

RESOLUTIONS:

5) Resolution 2014-063 Approving Contract and Bond for Construction of the Alliant Gas Fired Plant / East Nevada Street Rebuild Project 66013014, with Blommers, in the amount of $1,078,918.50.

6) Resolution 2014-064 Approving Contract and Bond for Construction of the Iowa River (West) Interceptor Parallel Sewer project 59011019A, with S.M. Hentges & Sons, Inc., in the amount of $5,758,477.72.

PUBLIC HEARING

7) Resolution 2014-065 Approving Plans, Specifications, form of Contract and Cost for the Concrete Repair 2014 Project 76014005.

8) Resolution 2014-066 Accepting Bid and Authorizing the Award of Contract for 2014 Concrete Repair TIF District 3, Project 76014006, with Construct, Inc., in the amount of $293,580.

9) Resolution 2014-067 Approving Contract and Bond for Construction of the 2014 Concrete Repair TIF District 3, Project 76014006, with Construct, Inc., in the amount of $293,580.

PUBLIC HEARING

10) Resolution 2014-068 Approving Plans, Specifications, form of Contract and Cost for the Mill and Overlay Project 76014004.

Visit www.ci.marshalltown.ia.us

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

Marshalltown All-America City 2012

PUBLIC HEARING

11) Resolution 2014-069 Approving Interlocal Grant Agreement for the Iowa / Byrne-Justice Assistance Grant Program (JAG) of $18,855, Split 50% with Marshall County, to Assist with Officer Safety, Training, Equipment and Supplies.

12) Resolution 2014-070 Approving Contract Change Order #1 for the Police and Fire Department Architectural and Engineering Services Project 14013020A, H.R. Green, Inc., increase of $2,500.

ORDINANCES:

PUBLIC HEARING

13) Ordinance #14929 Rezoning 3901 South Center Street from R2 Low Density Residential to OP Office Park, third reading.

14) Ordinance #14930 Approving Changes to the Marshalltown Zoning Ordinance of 2010, Regarding Chapter 5, Site Plan Review Requirements, Chapter 22, Central Business District, Chapter 30 Signs, and Chapter 35, Site Plan Review Board, second reading.

15) Ordinance #14931 Rezoning 114 North Center Street from R4 Medium Density Residential to CBD Central Business District, first reading.

DISCUSSION: June 9, 2014, Agenda in process

16) Hy Vee Party Room request

17) Senior Citizen Lease Agreement, renewal for two years,

18) Purchase of three 2014 Chevrolet Caprice with police package

19) Concrete Repair 2014 Project 76014005, bid tabulation

20) Mill & Overlay 2014 Project 76014004, bid tabulation

21) Plans, Specifications, form of Contract and Cost for the Airport Hangar Floor Replacement Project 77013010. Hearing on June 9

PUBLIC COMMENTS:

CLOSED SESSION

22) Closed session pursuant to Section 21.5 subsection (1) paragraph (j) OF THE CODE OF IOWA to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. Iowa Code § 21.5(1)(j) (2011), as amended by, Senate File 289, 84th G.A., 1st Sess., § 5 (Iowa 2011).

OPEN SESSION: (If appropriate and recommended by legal counsel.)

23) Council to adopt recommendations of legal counsel proposed in closed session.

ADJOURNMENT:

Council Proceedings
May 12, 2014

The Marshalltown City Council met in regular session on May 12, 2014, 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. Kenn Vinson announced the Alliant project is moving forward with additional certificates and pipeline permits received. Chief Tupper recognized Juan Tejada, named Police Department of the year. Scott Johnson honored Tim Hillygus for his thirtieth employment anniversary. Mayor Lowrance thanked Curt Ward for his service as City Attorney. Schubert moved to approve the agenda, second by Greer. Motion approved 7-0.

CONSENT AGENDA

Wirin moved to approve the Consent Agenda, removing the police defensive vehicle from the consent agenda: Approve Council meeting Minutes of April 28, 2014, and Special Minutes of May 5, 2014; Approve Bill List in the amount of $ 910,687.64; Accept Settlement Agreements: Use of Affirmative Defense by HyVee Food and Drugstore, relating to 2nd Violation, sale of alcohol to minor on November 1, 2013; Resolution 2014-051 Ordering Construction of the Concrete Repair 2014 in the City of Marshalltown, Iowa, Setting Public Hearing on Proposed Plans, Specifications, form of contract and estimated cost and directing publication of notice to bidders, project 76014005. Public hearing May 27 at noon, bids due June 3 at 10:00 am; Resolution 2014-052 Ordering Construction of the Mill and Overlay 2014 Project 76014004, in the City of Marshalltown, Iowa, Setting Public Hearing on Proposed Plans, Specifications, form of contract and estimated cost and directing publication of notice to bidders, project 76014004. Public hearing May 27 at noon, bids due June 3 at 10:00 am; Resolution 2014-053 Accepting Competitive Quotation for the Linn Creek Trail Repair Project and Directing Execution of Contract and Furnishment of Performance Bond, Denco Highway Construction Company, $46,321.17; Resolution 2014-054 Approving an Amended Master Plan For Glenwood Place Planned Unit Development; Resolution 2014-055 to Certify Unpaid Bills for Collection with Taxes; second by Greer. Consent agenda adopted 7-0.

MOTIONS:

Greer moved to approve Purchase of Caiman MTV Defensive Vehicle, second by Gowdy. Chief Tupper explained the use of vehicle may save lives, estimated it may be used 1-2 times per year, and informed the council the weight of the vehicle is lighter than the fire department's aerial truck. Motion carried 4-3, with Lamer, Schubert and Gowdy dissenting.

Schubert moved to authorize Crime Scene Vehicle Replacement of 2001 Ford Excursion with used panel or utility van, second by Martin. Motion carried 6-1, with Hoop dissenting.

RESOLUTIONS:

Wirin moved to adopt Resolution 2014-056 Accepting Bid and Authorizing the Award of Contract for Iowa River (West) Interceptor Parallel Sewer project 59011019A with SM Hentges & Sons, Inc., in the amount of $5,716,508.72, second by Greer. Resolution adopted 6-1, with Lamer dissenting.

Lamer moved to adopt Resolution 2014-057 Approving Easements for the Alliant Gas Fired Plant / East Nevada Street Rebuild Project 66013014, second by Wirin. Resolution adopted 7-0.

Martin moved to adopt Resolution 2014-058 Accepting Bid and Authorizing the Award of Contract for the Alliant Gas Fired Plant / East Nevada Street Rebuild Project 66013014, with Blommer's Construction, Inc. in the amount of $1,078,918.50, second by Wirin. Resolution adopted 6-0 with Lamer dissenting due to the relationship of his adult son with the construction activity.

Wirin moved to adopt Resolution 2014-059 Ordering Construction of the Airport Hanger Floor Replacement Project 77013010, Setting Public Hearing on Plans and Specifications for June 9, 2014, cost estimate at $88,200. Local contribution, 15% estimated at $13,230, budgeted funds of $20,000 are included in the 2013 capital improvement plan, second by Lamer. Resolution adopted 7-0.

Lamer moved to adopt the Resolution 2014-060 Adopting Amendments to the Purchasing Policy for the City of Marshalltown, amending language relating to departmental cooperation in determining specifications for bidding, second by Wirin. Resolution adopted 7-0.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open for the plans, specifications, form of contract and cost for the 2014 Concrete Repair TIF project 76014006. Brad Bateman was present to answer questions, with three contractors having requested plans to date. Bids are due May 15, Accept Bid, and the council will consider award of contract, Approve Contract and Bond May 27. Money is remaining from the Menards project, due to construction costs being favorable, and the money is required to be spent in that district. The money needs to be used prior to close of the fiscal year due to bonding rules. There were no written or public comments. Mayor Lowrance declared the public hearing closed.

Schubert moved to adopt Resolution 2014-061 Approving Plans, Specifications, form of Contract and Cost for 2014 Concrete Repair TIF District 3 Project 76014006, second by Wirin. Resolution adopted 6-1, with Hoop dissenting.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open regarding a permanent electrical easement for Interstate Power and Light Company in the parking lot west of Hammer Medical Supply for a new pole and junction cabinet. There were no written or public comments. Mayor Lowrance declared the public hearing closed.

Lamer moved to adopt Resolution 2014-062 Adopting Tentative Resolution Providing for the Perpetual Easement Described from the City to Interstate Power and Light Company of Cedar Rapids, Iowa, to the Property Described Herein and Authorizing Execution and Delivery of the Electric Line Easement, second by Wirin. Resolution adopted 7-0.

ORDINANCES:

Hoop moved to adopt the second reading of Ordinance #14929 Rezoning 3901 South Center Street from R2 Low Density Residential to OP Office Park, second by Wirin. Second reading adopted 6-1 with Lamer against.

Wirin moved to adopt the first reading of Ordinance #14930 Approving Changes to the Marshalltown Zoning Ordinance of 2010, Regarding Chapter 5, Site Plan Review Requirements, Chapter 22, Central Business District, Chapter 30 Signs, and Chapter 35, Site Plan Review Board, amending language to require $300,000 liability insurance for sign installation, second by Greer. First reading adopted 7-0.

FUTURE AGENDA ITEMS DISCUSSION:

The council discussed the following items: Mill and Overlay 2014 Project 76014004, public hearing on plans and specifications May 27, bids due June 3; Concrete Repair 2014 Project 76014005, public hearing on plans and specifications May 27, bids due June 3; Concrete Repair 2014 TIF Project 76014006, Accept Bid and Award Contract; FY 2014 Local Edward Byrne Memorial Justice Assistance Grant (JAG) Program, set public hearing May 27; Rezoning 114 North Center Street from R4 Medium Density Residential to CBD Central Business District; Reminder: Noon meeting on Tuesday, May 27, no meeting on Memorial Day.

PUBLIC COMMENTS:

Bill Egleston, 509 Brentwood Road, asked about property acquisition for the Police and Fire Department building. City Attorney Ward advised the public the details surrounding the property acquisition are not being made public at this time to protect the price the taxpayers will pay for property acquisition. Egleston also asked questions about a legal publication. Housing and Community Director Spohnheimer responded that her department is finalizing paperwork for the Neighborhood Stabilization Program.

CLOSED SESSION

At 6:56 p.m., Martin moved to enter into Closed session pursuant to Section 21.5 subsection (1) paragraph (j) OF THE CODE OF IOWA to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. Iowa Code § 21.5(1)(j) (2011), as amended by, Senate File 289, 84th G.A., 1st Sess., § 5 (Iowa 2011), second by Gowdy. Motion carried 7-0.

OPEN SESSION

At 7:26 p.m., Greer moved to enter open session, second by Wirin. Motion carried 7-0. Roll call, all present.

Lamer moved to extend the option for parcel A for sixty days, second by Wirin. Motion failed 3-4, with Martin, Schubert, Gowdy and Greer dissenting.

Hoop moved to not pursue option for parcel D, second by Martin. Motion was withdrawn by Hoop, Martin amiable to withdrawal.

CLOSED SESSION

At 7:28 p.m., Gowdy moved to enter into Closed session pursuant to Section 21.5 subsection (1) paragraph (j) OF THE CODE OF IOWA to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. Iowa Code § 21.5(1)(j) (2011), as amended by, Senate File 289, 84th G.A., 1st Sess., § 5 (Iowa 2011), second by Greer. Motion carried 7-0.

At 7:33 p.m., Gowdy moved to leave closed session, second by Greer. Motion carried 7-0, roll call – all present. Hoop moved to drop consideration of parcel C, second by Martin. Motion failed 2-5, with Schubert, Wirin, Gowdy, Greer, Hoop and Lamer dissenting.

ADJOURNMENT

The meeting adjourned at 7:36 PM, upon motion by Martin and second by Greer. Motion carried 7-0.

Respectfully submitted,

_____

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

_____

ATTEST: James L. Lowrance, Mayor

_____

Shari L. Coughenour, CMC, City Clerk

BUILDING REPORT FOR THE MONTH OF APRIL 2014

the City of Marshalltown

PERMIT NUMBER	OWNER OF IMPROVEMENT	LOCATION OF IMPROVEMENT	TYPE OF IMPROVEMENT	NEW DWELLING	ALTER DWELLING	MINOR BUILDING	MISC. IMPROVEMENT	FEE
23876	Stephen Strand	11 East Meadow Lane	Alter Building				$100,000	$994
23877	David Schmitt	106 South 11th Street	New Garage			$10,000		$181
23878	Hans Beeken	107 West Nevada St.	Alter Garage			$4,000		$97
23879	Randy Vaughn	214 Newcastle Road	Alter Dwelling/Garage		$5,000			$111
23880	Bank Of America	10 West Lincoln Street	Demolish Dwelling					$25
23881	IVCCD	3700 S. Center Street	Alter Building				$2,214,000	$10,590
23882	Jose Ochoa	110 Newcastle Road	New Garage			$8,000		$306
23883	Doug Swenson	216 Pine Street	New Garage			$12,000		$209
23884	Madilyn Abernathy	1302 West Main Street	Alter Dwelling		$83,000			$875
23885	Marshalltown Christian School	1408 South 7th Avenue	New Building				$1,646,000	$8,318
23886	Duwayne Sharp	401 New Salem Road	New Shed			$3,000		$83
23887	Michael McDowell	2604 Hilltop Drive	New Garage			$16,000		$265
			TOTALS:	**$0**	**$88,000**	**$53,000**	**$3,960,000**	**$22,054**

TOTAL IMPROVEMENT AMOUNT: $4,101,000

	Units	Permits	Permits	Permits	Permits	Demo Permits
# OF PERMITS:	**0**	**0**	**2**	**6**	**3**	**1**

Scott A. Riemenschneider, Chief Building Official

the City of Marshalltown

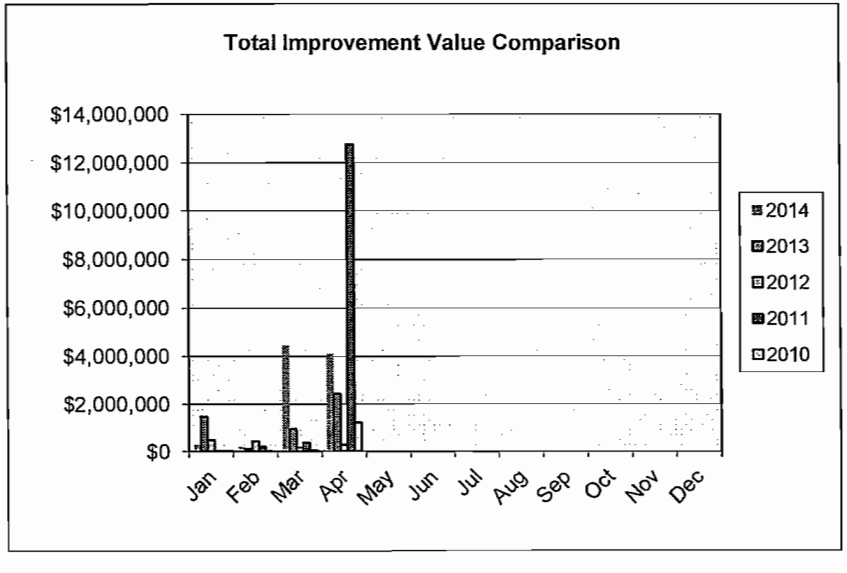
Building Division Improvement Value & Fee Summary - April 2014

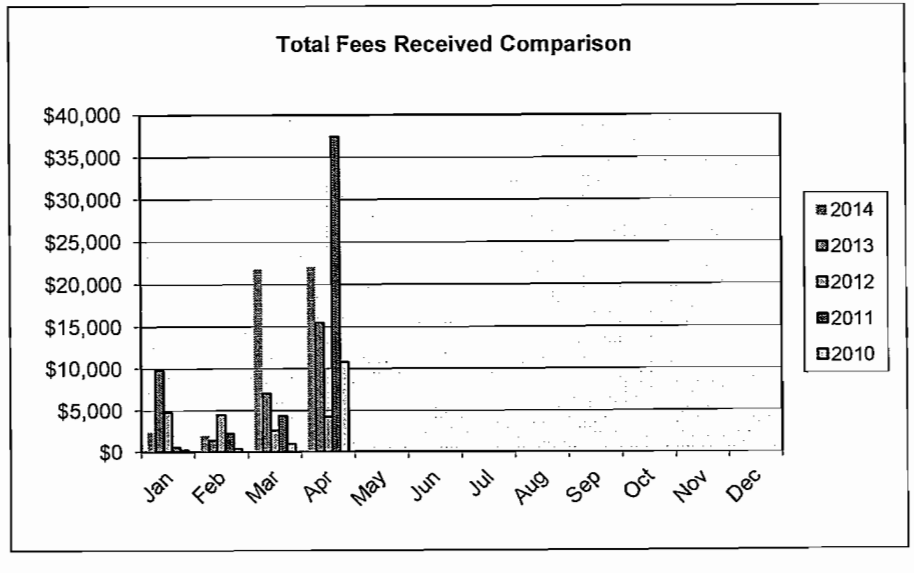
Total Improvement Value Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2014	$311,000	$206,000	$4,457,000	$4,101,000									$9,075,000
2013	$1,470,000	$101,000	$953,000	$2,413,000									$4,937,000
2012	$489,000	$449,000	$178,000	$292,000									$1,408,000
2011	$30,000	$211,000	$382,000	$12,768,000									$13,391,000
2010	$30,000	$21,000	$57,000	$1,233,000									$1,341,000

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									$48,259
2013	$9,824	$1,416	$7,030	$15,486									$33,756
2012	$4,789	$4,470	$2,640	$4,259									$16,158
2011	$593	$2,266	$4,377	$37,412									$44,648
2010	$230	$401	$1,034	$10,835									$12,500





RESOLUTION APPROVING CONTRACT AND BOND FOR CONSTRUCTION OF THE ALLIANT GAS FIRED PLANT / EAST NEVADA STREET REBUILD IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. 66013014 IN THE AMOUNT OF $1,078,918.50

WHEREAS the City of Marshalltown, Iowa, did by resolution duly adopted by the Council, accept the bid of Blommer's Construction Inc. of Pella, IA, for construction of the Alliant Gas Fired Plant / East Nevada Street Rebuild as required by plans and specifications therefore and in the City of Marshalltown, Iowa, as covered by resolution ordering said construction, and,

WHEREAS the said Blommer's Construction Inc. of Pella, IA has executed a contract for the construction of said improvement and has filed its construction bond covering the full amount of said improvement with adequate sureties thereon, and that the said contract is now before this Council for final approval.

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

That the contract of Blommer's Construction Inc. duly executed by said company and the surety bond for the performance of said contract, duly executed by said company, together with the surety, are now filed with the City Clerk for the construction of the public improvement as fully set forth in the plans and specifications for Project No. 66013014, the Alliant Gas Fired Plant / East Nevada Street Rebuild in the City of Marshalltown, Iowa, and therein specifically described, be and the same are hereby accepted and approved.

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

Passed this 27th day of May, 2014, and signed this _____ day of May, 2014.

CITY OF MARSHALLTOWN, IOWA

_____

James L. Lowrance, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

CONTRACT

THIS CONTRACT, made and entered into this _____day of _____, 2014, by and between the City of Marshalltown, Iowa hereinafter called the "Jurisdiction", and Blommers Construction, Inc., hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk . This contract includes all contract documents. The work under this contract shall be constructed in accordance with the 2014 edition of the SUDAS Standard Specifications, the City of Marshalltown Standard Specifications for Portland Cement Sidewalk and Driveways, the City of Marshalltown Storm and Sanitary Sewer Specifications, Marshalltown Water Works Supplemental Specifications and as further modified by supplemental specifications and special provision included in the contract documents.

The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices proposed by the Contractor in its proposal form submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

East Nevada Street Improvements – full removal of existing street; construction of a 37' wide street; watermain; and storm sewer improvements.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of One Million Seventy Eight Thousand, Nine Hundred Eighteen Dollars and 50/100 ($1,078,918.50) which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written notice to proceed by the Jurisdiction and to fully complete the project within the time period provided in the Notice to Bidders, subject to the stipulated damages and costs thereafter.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION

By _____

(Seal)
ATTEST:

_____

CONTRACTOR

Hammer Construction Inc
Contractor

By Leroy Hammer
Signature

Pres
Title

1117 222nd
Street Address

Bella La 50719
City, State, Zip Code

RESOLUTION APPROVING CONTRACT AND BOND FOR CONSTRUCTION OF THE IOWA RIVER (WEST) INTERCEPTOR PARALLEL SEWER PROJECT IN THE CITY OF MARSHALLTOWN, IOWA,
BEING PROJECT NO. 59011019 IN THE AMOUNT OF $5,758,477.72

WHEREAS the City of Marshalltown, Iowa, did by resolution duly adopted by the Council, accept the bid of S.M. Hentges & Sons, Inc., of Jordan, MN, for construction of the Iowa River (West) Interceptor Parallel Sewer Project as required by plans and specifications therefore and in the City of Marshalltown, Iowa, as covered by resolution ordering said construction, and,

WHEREAS the said S.M. Hentges & Sons, Inc., of Jordan, MN has executed a contract for the construction of said improvement and has filed its construction bond covering the full amount of said improvement with adequate sureties thereon, and that the said contract is now before this Council for final approval.

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

That the contract of S.M. Hentges & Sons, Inc., duly executed by said company and the surety bond for the performance of said contract, duly executed by said company, together with the surety, are now filed with the City Clerk for the construction of the public improvement as fully set forth in the plans and specifications for Project No. 59011019, the Iowa River (West) Interceptor Parallel Sewer Project in the City of Marshalltown, Iowa, and therein specifically described, be and the same are hereby accepted and approved.

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

Passed this 27th day of May 2014, and signed this _____ day of May 2014.

CITY OF MARSHALLTOWN, IOWA

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Marshalltown ("Owner") and S.M. Hentges & Sons, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Sanitary sewer improvements shall include, but not be limited to approximately 6,075 LF of 30-inch sanitary sewer, 3,888 LF of 36-inch sanitary sewer, 709 LF of 12-inch sanitary sewer, 187 LF of 36-inch carrier sanitary sewer pipe with steel casing trenchless construction, 528 LF of 30-inch trenchless construction sanitary sewer, 249 LF of 30-inch carrier sanitary sewer pipe with steel casing trenchless construction, 756 tons of asphalt paving, 1,529 feet of curb and gutter, tree removal, pavement removal and replacement, storm sewer, water main lowering, seeding, wetland area construction, and associated work for construction.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **Iowa River Sanitary Sewer Interceptor Project, Marshalltown, Iowa**

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by FOX Engineering Associates, Inc., 414 South 17th Street, Suite 107, Ames, Iowa, 50010 (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

A. The work for all phases shall be substantially completed on or before the dates indicated for each phase, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before July 27, 2015. Phase 1 work shall be substantially completed by October 13, 2014. Phase 2 work shall not commence until June 2, 2014 and shall be substantially completed by August 1, 2014. Phase 3 shall not commence until September 16, 2014 and shall be substantially completed by June 26, 2015. Phase 4 work under the proposed contract shall be substantially completed by June 26, 2015. Final completion for all phases shall be by July 27, 2015. The work shall be completed by the substantial and final completion dates indicated for each phase. Project Phasing shall be as per the following project stationing and shall include all work within the stationing and work areas indicated on the plans:

Phase 1

Stationing 165+77 to 209+60

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Phase 2

Stationing 1+00 to 8+20

Phase 3

Stationing 100+04 to 165+77

Phase 4

Wetland Mitigation Area (Sheet MIT.01)

4.03 *Liquidated Damages*

A. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in *Paragraph 4.02* above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner according to the following schedule:

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

B. For each day that expires after the time specified in for Substantial Completion, for each phase, until the work is certified by the engineer as Substantially Complete for each phase and after certification of Substantial Completion if Contractor neglects, refuses or fails to complete the remaining Work within the contract time for Final Completion. The Owner shall deduct the accrued liquidated damages from the final payment due to the Contractor.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

ITEM NO.	BID ITEM	UNIT	BID QUANTITY	UNIT PRICE	TOTAL PRICE
	DIVISION 1 - GENERAL				
1.01	MOBILIZATION	LS	1	$ 429,922.00	$ 429,922.00
1.02	TRAFFIC CONTROL	LS	1	$ 14,790.00	$14,790.00
1.03	EXPLORATORY DIGGING	HR	30	$ 300.00	$ 9,000.00
1.04	REMOVE AND REINSTALL EXISTING FENCE	LF	604	$ 7.00	$ 4,228.00
1.05	FIELD GATE, 18-FOOT	EA	2	$ 687.00	$ 1,374.00

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1.06	UTILITY CROSSING	EA	3	$ 500.00	$ 1,500.00
1.07	DEWATERING	LS	1	$ 513,140.00	$ 513,140.00
1.08	STEEL SHEET PILING	SF	2,250	$ 16.00	$ 36,000.00
	DIVISION 2 - EARTHWORK				
2.01	CLEARING AND GRUBBING, TREE REMOVAL, AND TREE TRIMMING	LS	1	$ 41,800.00	$ 41,800.00
2.02	EARTHWORK, EARTHFILL TEMPORARY ACCESS DRIVE, STA 117+50 TO 125+50	CY	2,000	$ 7.00	$14,000.00
2.03	EARTHWORK, EARTHFILL TEMPORARY FLOOD PROTECTION, STA 162+60	CY	2,875	$ 3.00	$8,625.00
2.04	EARTHWORK, ROADWAY EXCAVATION	CY	417	$ 11.00	$4,587.00
2.05	SUBGRADE PREPARATION, 8-INCH	SY	2,503	$ 1.00	$2,503.00
	DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION				
3.01	TRENCH FOUNDATION	TON	1,963	$ 18.50	$36,315.50
3.02	SPECIAL PIPE EMBEDMENT OR ENCASEMENT	LF	25	$ 125.00	$3,125.00
3.03	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, 30-INCH	LF	528	$ 1,879.00	$992,112.00
3.04	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, 54-INCH CASING PIPE, 36-INCH CARRIER PIPE	LF	150	$ 1,420.00	$ 213,000.00
3.05	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, 48-INCH CASING PIPE, 30-INCH CARRIER PIPE W/ RJ DI	LF	249	$ 1,442.00	$359,058.00
3.06	BORE PIT	EA	6	$ 16,708.00	$100,248.00
	DIVISION 4 - SEWERS AND DRAINS				
4.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, 8-INCH	LF	10	$ 54.00	$540.00
4.02	SANITARY SEWER GRAVITY MAIN, TRENCHED, 12-INCH	LF	709	$ 46.00	$32,614.00
4.03	SANITARY SEWER GRAVITY MAIN, TRENCHED, D.I., 16-INCH	LF	61	$ 122.50	$7,472.50
4.04	SANITARY SEWER GRAVITY MAIN, TRENCHED, D.I., 18-INCH	LF	20	$ 145.50	$2,910.00
4.05	SANITARY SEWER GRAVITY MAIN, TRENCHED, D.I., 30-INCH	LF	19	$ 281.50	$5,348.50
4.06	SANITARY SEWER GRAVITY MAIN, TRENCHED, 30-INCH	LF	4,989	$ 158.25	$789,509.25
4.07	SANITARY SEWER GRAVITY MAIN, TRENCHED, 30-INCH, PVCLRCP W/ MACWRAP	LF	1,086	$ 222.00	$241,092.00
4.08	SANITARY SEWER GRAVITY MAIN, TRENCHED, 36-INCH	LF	3,925	$ 151.75	$595,618.75
4.09	STORM SEWER, TRENCHED, RCP, 12-INCH	LF	75	$ 32.00	$2,400.00

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4.10	STORM SEWER, TRENCHED, RCP, 36-INCH	LF	75	$ 88.00	$6,600.00
4.11	REMOVAL OF STORM SEWER, 12-INCH	LF	75	$ 3.00	$225.00
4.12	REMOVAL OF STORM SEWER, 36-INCH	LF	75	$ 7.00	$525.00
4.13	REMOVE AND REPLACE SANITARY SEWER SERVICE	EA	3	$ 600.00	$1,800.00
4.14	REMOVAL OF SANITARY SEWER, 8-INCH	LF	35	$ 0.10	$3.50
4.15	ABANDON AND PLUG EXISTING SEWER	EA	11	$ 150.00	$1,650.00
4.16	TILE REPAIR, 4 TO 8-INCH	EA	10	$ 22.00	$220.00
4.17	TILE REPAIR, 10 TO 15-INCH	EA	6	$ 36.00	$216.00
4.18	TILE REPAIR, 18 TO 24-INCH	EA	2	$ 64.00	$128.00
4.19	SUBDRAIN, TYPE 1, CASE B, 6-INCH	LF	715	$ 15.00	$10,725.00
	DIVISION 5 - WATER MAIN AND APPURTENANCES				
5.01	WATER MAIN LOWERING, TRENCHED, DR-18 PVC OR 350 DIP, 24-INCH	EA	1	$ 0.01	$0.01
5.02	WATER MAIN LOWERING, TRENCHED, DR-18 PVC OR 350 DIP, 6-INCH	EA	4	$ 2,050.00	$8,200.00
5.03	WATER MAIN SERVICE REPAIR AND REPLACEMENT	EA	4	$ 800.00	$3,200.00
	DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS				
6.01	SANITARY SEWER MANHOLE, 96-INCH SW-301	EA	1	$ 18,165.00	$18,165.00
6.02	SANITARY SEWER MANHOLE I06-002, 96-INCH SW-301 W/ SLUICE GATE	LS	1	$ 39,154.00	$39,154.00
6.03	SANITARY SEWER MANHOLE, 72-INCH SW-301	EA	3	$ 13,058.00	$39,174.00
6.04	SANITARY SEWER MANHOLES, 72-INCH SW-301 W/ STOP LOGS	EA	1	$ 25,694.00	$25,694.00
6.05	SANITARY SEWER MANHOLE, J05-050, 60-INCH SW-301	LS	1	$ 16,016.00	$16,016.00
6.06	SANITARY SEWER MANHOLE, K05-071, K05-070, K05-069, 60-INCH SW-301	EA	3	$ 23,969.00	$71,907.00
6.07	SANITARY SEWER MANHOLE, 60-INCH SW-301	EA	25	$ 8,656.00	$216,400.00
6.08	SANITARY SEWER MANHOLE, 48-INCH SW-301	EA	4	$ 4,710.00	$18,840.00
6.09	SANITARY SEWER MANHOLE, 60-INCH SW-303	EA	1	$ 25,045.00	$25,045.00
6.10	SANITARY SEWER FLOOD CONTROL MANHOLE K05-076, CAST-IN-PLACE	LS	1	$ 178,000.00	$178,000.00
6.11	SANITARY SEWER PIPE CROSSING MANHOLE, 60-INCH SW-301	EA	1	$ 3,000.00	$3,000.00
6.12	STORM SEWER INTAKE, SW-501	EA	4	$ 5,850.00	$23,400.00
6.13	STORM SEWER INTAKE, SW-507	EA	2	$ 3,250.00	$6,500.00
6.14	SANITARY SEWER DROP, 12-INCH SW-307	EA	1	$ 9,053.00	$9,053.00

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6.15	CONNECT TO EXISTING SANITARY SEWER MANHOLE	EA	4	$ 5,800.00	$23,200.00
6.16	STORM SEWER STRUCTURE REMOVAL, DEMOLITION AND DISPOSAL	EA	6	$ 125.00	$750.00
6.17	SANITARY SEWER STRUCTURE REMOVAL, DEMOLITION AND DISPOSAL	EA	4	$ 225.00	$900.00
	DIVISION 7 - PAVEMENT AND APPURTENANCES				
7.01	CURB AND GUTTER, 30-INCH, 6-INCH	LF	1,529	$ 25.50	$38,989.00
7.02	PCC PAVEMENT SAMPLES AND TESTING	LS	1	$ 5,100.00	$5,100.00
7.03	HMA PAVEMENT, BASE COURSE, 4-INCH	TON	504	$ 104.00	$52,416.00
7.04	HMA PAVEMENT, SURFACE COURSE, 2-INCH	TON	252	$ 108.00	$27,216.00
7.05	HMA PAVEMENT SAMPLES AND TESTING	LS	1	$ 604.00	$604.00
7.06	DRIVEWAY PAVEMENT REMOVAL	SY	1,419	$ 4.50	$6,385.50
7.07	DRIVEWAY, PAVED, PCC, 6-INCH	SY	1,048	$ 51.00	$53,448.00
7.08	DRIVEWAY GRANULAR, CLASS A STONE	TON	2,804	$ 17.25	$48,369.00
7.09	MODIFIED SUBBASE STONE, 6-INCH	TON	977	$ 17.25	$16,853.25
7.10	PCC FULL DEPTH PATCH	SY	26	$ 153.00	$3,978.00
7.11	HMA FULL DEPTH COMPOSITE PATCH	SY	77	$ 102.00	$7,854.00
7.12	HMA FULL DEPTH PATCH	SY	226	$ 54.00	$12,204.00
7.13	PAVEMENT REMOVAL	SY	2,580	$ 2.50	$6,450.00
7.14	CURB AND GUTTER REMOVAL	LF	1,516	$ 2.75	$4,169.00
7.15	ENGINEERING FABRIC	SY	4,682	$ 1.25	$5,852.50
	DIVISION 8 - TRAFFIC SIGNALS (NOT USED)				
	DIVISION 9 - SITE WORK AND LANDSCAPING				
9.01	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING - TYPE 1	AC	10.2	$ 2,794.00	$28,498.80
9.02	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING - TYPE 3	AC	6.7	$ 2,418.00	$16,200.60
9.03	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING - TYPE 4	AC	11.1	$ 1,683.00	$18,681.30
9.04	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING - WETLAND MIX	AC	5.4	$ 4,070.00	$21,978.00
9.05	SODDING	SQ	37	$ 71.00	$2,627.00
9.06	PLANTS WITH WARRANTY, TREE	EA	31	$ 179.00	$5,549.00
9.07	RIP RAP, EROSION STONE	TON	152	$ 25.00	$3,800.00
9.08	RIP RAP, CLASS B REVETMENT	TON	1,288	$ 39.00	$50,232.00
9.09	RIP RAP, CLASS E REVETMENT	TON	485	$ 41.00	$19,885.00
9.10	EROSION CONTROL BLANKET	SY	806	$ 1.85	$1,491.10

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9.11	TURF REINFORCEMENT MATTING	SY	231	$ 5.80	$1,339.80
9.12	SILT FENCE	LF	6,526	$ 1.80	$11,746.80
9.13	FILTER SOCK	LF	500	$ 1.80	$900.00
9.14	STABILIZED CONSTRUCTION ENTRANCE, 3-INCH	TON	276	$ 17.00	$4,692.00
9.15	INLET PROTECTION, SURFACE APPLIED	EA	6	$ 65.00	$390.00
9.16	WETLAND MITIGATION SITE CONSTRUCTION	LS	1	$ 27,030.00	$27,030.00
	DIVISION 10 - UTILITY SERVICE LOCATION DETAILS (NOT USED)				
	DIVISION 11 - DEMOLITION				
11.01	BURIED STRUCTURE DEMOLITION, REMOVAL, AND DISPOSAL	CY	5,556	$ 0.01	$55.56
	TOTAL BASE BID			$ 5,716,508.72	

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

a. Ninety-five percent (95%) of Work completed (with the balance being retainage); and

b. Ninety-five percent (95%) of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to Ninety-five percent (95%) percent of the Work completed, less such amounts as Engineer shall determine, or Owner my withhold, in accordance with Paragraph 14.02.B.5 of the General Conditions.

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6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, if any, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 10, inclusive).
2. Performance, Payment and Maintenance Bond (pages PP&M1 to PP&M4, inclusive).
3. General Conditions (pages 1 to 51, inclusive) - not attached; incorporated by reference.
4. Supplementary Conditions (pages 1 to 17, inclusive) - not attached; incorporated by reference.
5. Specifications as listed in the table of contents of the Project Manual - not attached; incorporated by reference.
6. Drawings consisting of 41 sheets with each sheet bearing the following general title: Iowa River Sanitary Sewer Interceptor – Marshalltown, Iowa - not attached; incorporated by reference.
7. Addenda (numbers 1 to 3, inclusive) - not attached; incorporated by reference.
8. Exhibits to this Agreement (enumerated as follows):
   a. Contractor's Bid (pages 1 to 11, inclusive).
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
   a. Notice to Proceed (page 1, inclusive).
   b. Work Change Directives.
   c. Change Orders.

B. The documents listed in Paragraph 9.01.A are physically attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

City of Marshalltown

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

24 North Center Street

Marshalltown, Iowa 50158

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

S.M. Hentges & Sons, Inc.

By: Steven M Hentges

Title: President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: Contract Administrator

Address for giving notices:

650 Quaker Ave.

Jordan, MN 55352

License No.: _____

(Where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

Agent for service of process:

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RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE CONCRETE REPAIR 2014 PROJECT, IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. 76014005

WHEREAS there was placed on file in the office of the Clerk of the City of Marshalltown, Iowa, proposed plans and specifications, proposed form of contract and estimated cost for a public improvement in the City of Marshalltown, Iowa, for the Concrete Repair 2014, Project No. 76014005, as fully set forth in the resolution ordering same, and that public notice of hearing on such plans, specifications and form of contract were duly published in the Marshalltown Times-Republican in time for hearing now before the Council, and

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

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the plans, specifications, form of contract and estimated cost heretofore placed on file and upon which public notice has been duly given and no objections thereto have been made either in writing or in open council, the Council does now adopt and approve the plans, specifications, form of contract and estimate of cost for Project No. 76014005, being the Concrete Repair 2014 in the city of Marshalltown, Iowa.

Passed this 27th day of May, 2014, and signed this _____ day of May, 2014.

CITY OF MARSHALLTOWN

_____

James L. Lowrance, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

Affidavit of Publication

STATE OF IOWA,
Marshall County, ss.

City of Marshalltown
Official Notice of Hearing and Letting 2014 Concrete Repair Procect

I, Diane Caloud, 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:
May 20, 2014

Statutory fees for publishing said notice are:
113.57

Diane K Caloud

Sworn to before me and subscribed in my presence by the said Diane Caloud this Twentieth Day of May, 2014

Sandra Plummer

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

Account No. and Account Name
L02000 City of Marshalltown

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

PUBLIC NOTICE

CITY OF MARSHALLTOWN, IOWA
OFFICIAL NOTICE OF HEARING AND LETTING
2014 CONCRETE REPAIR PROJECT
PROJECT NO. 76014005
NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE 2014 CONCRETE REPAIR PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, AND THE TAKING OF BIDS FOR SUCH IMPROVEMENTS.

A public hearing will be held at 12:00 p.m. local time on the 27th day of May, 2014 in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, on the proposed plans, specifications, proposed form of contract, and the estimated cost of improvements proposed to be constructed under Project No. 76014005, the 2014 Concrete Repair Project is now on file in the office of the City Clerk and at said hearing any interested person may appear and file objection thereto or to the bidding process.

Sealed proposals based upon the proposed plans, specifications, proposed form of contract, estimated costs of improvement, will be received until 10:00 a.m. local time, on the 3rd day of June, 2014 for the construction of the 2014 Concrete Repair Project as described in the plans and specifications for Project No 76014005, and which will be opened, read, and tabulated by the City Engineer or his designate at that time, will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers on the 9th day of June, 2014 or at such later time and place as may then be fixed.

The proposed work will involve furnishing the labor, equipment, and materials necessary for constructing the 2014 Concrete Repair Project in Marshalltown, Iowa as shown in the plans and specifications for Project No. 76014005, the 2014 Concrete Repair Project.

The estimated quantities of materials and labor to be furnished in the construction of said improvements and on which bids will be received are as follows:

ESTIMATED PROJECT QUANTITIES
2014 CONCRETE REPAIR PROJECT NO. 76014005
ITEM #/DESC/QUANT/UNIT

1/Full Depth Patch, 8" PCC, w/ 6" Granular Base/2,622.0/S.Y.

2/Curb and Gutter, 30" PCC/210.0/L.F.

3/Sidewalk, 6" PCC and Detectable Warning Panel (2 - 2'x4')/108.0/S.F.

4/Traffic Control/1.0/L.S.

5/Seed, Fertilizer, and Mulch/1.0/L.S.

6/Mobilization/1.0/L.S.

All work is to be done in strict compliance with the Plans and Specifications for said Project No. 76014005 as proposed by the City Engineer.

The work shall begin without unnecessary delay and shall be completed by September 30th, 2014. The City and Contractor recognize that time is of the essence of this Agreement and that City will suffer financial loss if the Work is not completed within the times specified in paragraph above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving in a legal preceding the actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City according to the following schedule:

Substantial Completion Liquidated Damages $400.00

Final Completion Liquidated Damages $200.00

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

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

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

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

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

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

The Contractor shall file with the contract a corporate surety bond acceptable to the City and providing for maintenance of the improvements for not less than four years from and after acceptance of the project.

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

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

This Notice to Bidders is hereby published by authority of resolution duly adopted by the Council of the City of Marshalltown on the 12th day of May, 2014.

CITY OF MARSHALLTOWN, IOWA
By: Shari L. Coughenour, CMC, City Clerk

17059

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT FOR 2014 CONCRETE REPAIR TIF DISTRICT 3 PROJECT IN THE CITY OF MARSHALLTOWN, IOWA BEING PROJECT NO. 76014006 IN THE AMOUNT OF $293,580.00

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the 2014 Concrete Repair TIF District 3 Project, being Project No.76014006, in the City of Marshalltown, as described in the plans and specifications therefore, and

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

Name and Address of Bidders	Amount of Bid
Con-Struct Inc. Marshalltown IA 50158	$293,580.00

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

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

Section 1. That the bid of Con-Struct Inc. , and the same is hereby accepted for the construction of the improvement as described in the plans and specifications therefore, as previously ordered by the Council, and that the contract for the construction of same is now awarded to said contractor in the total amount two hundred ninety three thousand five hundred eighty and 00/100========($293,580.00) Dollars.

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

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

reference as though the same were set out herein verbatim and in specific detail.

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

Passed this 27th day of May, 2014, and signed this __ day of May, 2014.

CITY OF MARSHALLTOWN, IOWA

_____

James L. Lowrance, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

BID TAB

PRJ NO. 76014006

2014 Concrete Repair Project, TIF District 3

Bidder: Con-Struct Inc.

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	COST	UNIT PRICE	COST
1	FULL DEPTH PATCH, 8" PCC, w/ 6" GRANULAR BASE	SY	1,364.0	$85.00	$115,940.00	$95.00	$129,580.00
2	FULL DEPTH PATCH, 8" PCC + 2% CALCIUM CHLORIDE, w/ 6" GRANULAR BASE	SY	1,190.0	$95.00	$113,050.00	$100.00	$119,000.00
3	CRACK & JOINT CLEANING & SEALING (PCC PAVEMENT)	LF	8,000.0	$2.00	$16,000.00	$2.50	$20,000.00
4	TRAFFIC CONTROL	LS	1.0	$25,000.00	$25,000.00	$10,000.00	$10,000.00
5	SEED, FERTILIZE, AND MULCH	LS	1.0	$6,000.00	$6,000.00	$5,000.00	$5,000.00
6	MOBILIZATION	LS	1.0	$12,000.00	$12,000.00	$10,000.00	$10,000.00
		Project Total			$287,990.00		$293,580.00

RESOLUTION APPROVING CONTRACT AND BOND FOR CONSTRUCTION OF THE 2014 CONCRETE REPAIR TIF DISTRICT 3 IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. 76014006 IN THE AMOUNT OF $293,580.00

WHEREAS the City of Marshalltown, Iowa, did by resolution duly adopted by the Council, accept the bid of Con-Struct, Inc., of Marshalltown, IA, for construction of the 2014 Concrete Repair TIF District 3, as required by plans and specifications therefore and in the City of Marshalltown, Iowa, as covered by resolution ordering said construction, and,

WHEREAS the said Con-Struct, Inc., of Marshalltown, IA has executed a contract for the construction of said improvement and has filed its construction bond covering the full amount of said improvement with adequate sureties thereon, and that the said contract is now before this Council for final approval.

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

That the contract of Con-Struct, Inc., duly executed by said company and the surety bond for the performance of said contract, duly executed by said company, together with the surety, are now filed with the City Clerk for the construction of the public improvement as fully set forth in the plans and specifications for Project No. 76014006, the 2014 Concrete Repair TIF District 3, in the City of Marshalltown, Iowa, and therein specifically described, be and the same are hereby accepted and approved.

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

Passed this 27th day of May, and signed this _____ day of May, 2014.

CITY OF MARSHALLTOWN, IOWA

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN, IOWA
CONTRACT

2014 CONCRETE REPAIR PROJECT
TIF DISTRICT 3

PROJECT NO. 76014006

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

WITNESSETH: That the Contractor for and in consideration of the sum of two hundred ninety three thousand five hundred eighty and no/100---------- ($ 293,580.00) Dollars

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

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	DOLLAR AMOUNT
1	Full Depth Patch, 8" PCC, w/ 6" Granular Base	1,364.0	S.Y.	$95.00	$129.580.00
2	Full Depth Patch, 8" PCC + 2% Calcium Chloride, w/ 6" Granular Base	1,190.0	S.Y.	$100.00	$119,000.00
3	Crack and Joint Cleaning and Sealing (PCC Pavement)	8,000.0	L.F.	$2.50	$20,000.00
4	Traffic Control	1.0	L.S.	$10,000.00	$10,000.00
5	Seed, Fertilizer, and Mulch	1.0	L.S.	$5,000.00	$5,000.00
6	Mobilization	1.0	L.S.	$10,000.00	$10,000.00
				PROJECT BID TOTAL	$293,580.00

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

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

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

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

That it is further understood and agreed by the parties of his contract that the above work shall be completed by **JUNE 30, 2014** and that time is the essence of this contract. For each calendar day that any work shall remain uncompleted beyond the substantial completion date specified in the Proposal form, liquidated damages will be assessed according to the following schedule:

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

The Contractor shall perform all work in a workmanlike manner.

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

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

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

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

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

CITY OF MARSHALLTOWN, IOWA

By_____

ATTEST: _____

CONTRACTOR

Con-Struct Inc.

By _____

1710 E Main Street Marshalltown IA 50158

Business Address

RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE MILL AND OVERLAY 2014 PROJECT, IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. 76014004

WHEREAS there was placed on file in the office of the Clerk of the City of Marshalltown, Iowa, proposed plans and specifications, proposed form of contract and estimated cost for a public improvement in the City of Marshalltown, Iowa, for the Mill and Overlay 2014, Project No. 76014004, as fully set forth in the resolution ordering same, and that public notice of hearing on such plans, specifications and form of contract were duly published in the Marshalltown Times-Republican in time for hearing now before the Council, and

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

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the plans, specifications, form of contract and estimated cost heretofore placed on file and upon which public notice has been duly given and no objections thereto have been made either in writing or in open council, the Council does now adopt and approve the plans, specifications, form of contract and estimate of cost for Project No. 76014004, being the Mill and Overlay 2014 Project in the city of Marshalltown, Iowa.

Passed this 27th day of May, 2014, and signed this _____ day of May, 2014.

CITY OF MARSHALLTOWN

_____

James L. Lowrance, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

Affidavit of Publication

STATE OF IOWA,
Marshall County, ss.

City of Marshalltown
Official Notice of Hearing and Letting 2014 Mill and Overlay Project

I, Diane Caloud, 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:

May 20, 2014

Statutory fees for publishing said notice are:
114.39

Diane K Caloud

Sworn to before me and subscribed in my presence by the said Diane Caloud this Twentieth Day of May, 2014

Sandra Plummer

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

Account No. and Account Name
L02000 City of Marshalltown

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

Legals

PUBLIC NOTICE

CITY OF MARSHALLTOWN, IOWA
OFFICIAL NOTICE OF HEARING AND LETTING
2014 MILL AND OVERLAY PROJECT
PROJECT NO. 76014004
NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE 2013 MILL AND OVERLAY PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, AND THE TAKING OF BIDS FOR SUCH IMPROVEMENTS.

A public hearing will be held at 12:00 p.m. local time on the 27th day of May, 2014 in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, on the proposed plans, specifications, proposed form of contract, and the estimated cost of improvements proposed to be constructed under Project No. 76014004, the Mill and Overlay Project now on file in the office of the City Clerk and at said hearing any interested person may appear and file objection thereto or to the bidding process.

Sealed proposals based upon the proposed plans, specifications, proposed form of contract, estimated costs of improvement, will be received until 10:00 a.m. local time, on the 3rd day of June, 2014 for the construction of the 2014 Mill and Overlay Project as described in the plans and specifications for Project No 76014004, and which will be opened, read, and tabulated by the City Engineer or his designate at that time, will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers on the 9th day of June, 2014 or at such later time and place as may then be fixed.

The proposed work will involve furnishing the labor, equipment, and materials necessary for constructing the 2014 Mill and Overlay Project in Marshalltown, Iowa as shown in the plans and specifications for Project No. 76014004, the Mill and Overlay Project.

The estimated quantities of materials and labor to be furnished in the construction of said improvements and, on which bids will be received are as follows:

ITEM #/DESC/UNIT/QUANT
1/Pavement Scarification/SY 17,984.0
2/Cleaning and Preparation of Base/MILE/2.0
3/HMA Surface Course 1/2" Mix (1,000,000 ESAL, Type A)/TON/3,540.0
4/Asphalt Binder, PG-64-22/TON/212.0
5/Full Depth Patch/ SY 600.0
6/Sanitary Sewer Risers/EA/25.0
7/Manhole Box Out, W/ Wrapid Seal (Reuse Existing Ring & Cover)/EA/25.0
8/Traffic Control/LS/1.0
9/Mobilization/LS/1.0

All work is to be done in strict compliance with the Plans and Specifications for said Project No. 76014004 as proposed by the City Engineer.

The work shall begin without unnecessary delay and shall be completed by September 30th 2014. The City and Contractor recognize that time is of the essence of this Agreement and that City will suffer financial loss if the Work is not completed within the times specified in paragraph above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving in a legal preceding the actual loss suffered by City if the Work is not completed on time.

Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City according to the following schedule:

Substantial Completion Liquidated Damages $600.00
Final Completion Liquidated Damages $300.00

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

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

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

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

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

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

The Contractor shall file with the contract a corporate surety bond acceptable to the City and providing for maintenance of the improvements for not less than four years from and after acceptance of the project.

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

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

This Notice to Bidders is hereby published by authority of resolution duly adopted by the Council of the City of Marshalltown on the 12th day of May, 2014.

CITY OF MARSHALLTOWN, IOWA
By: Shari L. Coughenour, CMC, City Clerk

---------17058

#2014-_

RESOLUTION APPROVING INTERLOCAL GRANT AGREEMENT FOR THE IOWA/BYRNE-JUSTICE ASSISTANCE GRANT PROGRAM (JAG) $18,855.00, SPLIT 50% WITH MARSHALL COUNTY, TO ASSIST WITH OFFICER SAFETY, TRAINING, EQUIPMENT AND SUPPLIES

WHEREAS the City of Marshalltown, Iowa has negotiated an Agreement with the STATE OF IOWA to provide a grant award of $18,855, through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

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

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

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

Section 1. That the attached Agreement relating to the Edward Byrne Memorial Justice Assistance Grant (JAG) Program for FY 2014 is hereby approved and ratified with the understanding it is shared equally with Marshall County and used to assist with equipment purchases.

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

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

Passed this 27th day of May, 2014, and signed this ___ day of May, 2014.

CITY OF MARSHALLTOWN, IOWA

_____

James L. Lowrance, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

Affidavit of Publication

STATE OF IOWA,
Marshall County, ss.

City of Marshalltown
The City Council is considering passage of a Resolution to Approve the Acceptance of a Federal Local Law Enforcement Block Grant

I, Diane Caloud, 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:

May 20, 2014

Statutory fees for publishing said notice are:

12.30

Diane K Caloud

Sworn to before me and subscribed in my presence by the said Diane Caloud this Twentieth Day of May, 2014

Sandra Plummer

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

Account No. and Account Name
L02000 City of Marshalltown

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

PUBLIC NOTICE
Notice of Public Hearing

The Marshalltown City Council is considering passage of a Resolution to Approve the Acceptance of a Federal Local Law Enforcement Block Grant in the amount of $18,855. The block grant funding will be used for equipment for the Police Department.

You are hereby notified that the City Council has fixed May 27, 2014, at noon in the City Council Chambers of the City Hall, 10 West State Street, Marshalltown, Iowa, as the time and place where said consideration will be heard and passage thereof. That any and all objections may be made in writing and orally or in writing before the Council at the time fixed herein.

To all of which take due notice and be governed accordingly.

Shari L. Coughenour, CMC
City Clerk, Marshalltown Iowa
----------17057

THE STATE OF IOWA

COUNTY OF MARSHALL

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MARSHALLTOWN, IOWA AND COUNTY OF MARSHALL, IOWA

2013 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this day of July, 2013, by and between The COUNTY of marshall, acting by and through its governing body, the Board of Supervisors, hereinafter referred to as COUNTY, and the CITY ofMARSHALLTOWN, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of MARSHALL County, State of IOWA, witnesseth:

WHEREAS, this Agreement is made under the authority of Section 28E, Iowa State Code: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and
WHEREAS, the CITY agrees to provide the COUNTY $8,459 from the JAG award for the purchasing of equipment in support of law enforcement in Marshall County: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of $8,459 of JAG funds.

Section 2.

COUNTY agrees to use $8,459 for the 2013 JAG Grant Program until the programs end date.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Tort Claims Act.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF MARSHALLTOWN, IOWA

07-12-13

Chief of Police
Michael W. Tupper

Mayor
Thomas R. Thompson

COUNTY OF MARSHALL, IOWA

Marshall County Sheriff
Ted G. Kamatchus

Chairman Board of Supervisors
Dave Thompson

OFFICE OF THE SHERIFF
MARSHALL COUNTY

TED G. KAMATCHUS, SHERIFF

BURT D. TECKLENBURG, Chief Deputy * STEVEN W. HOFFMAN, Chief Jailer
2369 JESSUP AVENUE, MARSHALLTOWN, IOWA 50158
TELEPHONE: 641-754-6380
FAX: 641-754-6369

May 5th, 2014

To Whom It May Concern;

In reference to the use of funding allocated through the JAG grant process for fiscal year 2015.

The Marshall County Sheriff's Office will be applying the funding received through the "JAG Direct" program, toward the replacement of mobile data computers located in our traffic interdiction units. We will be replacing three(3) current Panasonic S-52 Toughbooks, docking stations and peripherals with new Panasonic FZ-G1 ruggedized tablets (or like version), Havis docking stations and all peripherals which would allow full mobile-data access to our current Records Management/CAD system. Dependent on the availability of the FZ tablet, Marshall County retains the right to select the most current or updated version of that unit or whatever like system is available at time of purchase.

Equipment List:

3 - FZ-G1 (or upgraded version)	-	$2,750 each	=	$8,250.00
3 - Havis Docking Station w/peripherals	-	$1,500 each	=	$4,500.00
Installation into current Squad Cars	-	$500 per unit	=	$1,500.00

Total cost of updating and replacement of current Panasonic S-52 Toughbooks:

= $14,250.00

The Marshall County Sheriff's Office will be applying the total amount of $9,427.50 *(Equal to 50% of total JAG-Direct funding received by the City of Marshalltown)* to this system update project. The balance of any and all expenses over the $9,427.50 award shall be secured from the "General Fund Budget" of Marshall County.

Respectfully submitted,

Ted G. Kamatchus, Sheriff
Marshall County Sheriff's Office

the City of Marshalltown
POLICE DEPARTMENT

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

Marshalltown Police Department
Chief of Police Memorandum

TO: Randy Wetmore, City Administrator

FROM: Michael W. Tupper
Chief of Police

DATE: 05/07/2014

RE: 2014 Byrne Justice Assistance Grant Program Award

The Marshalltown Police Department recently received notification from the Bureau of Justice Assistance (BJA) and the State of Iowa that local funding from the Byrne Justice Assistance Grant Program (JAG) had been announced. The JAG program provides states and units of local government with critical funding necessary to support a range of program areas including law enforcement, prosecution and court programs. Awards from this federally funded grant program are given to communities annually. Grant awards are given out based upon population and crime statistic formulas.

The City of Marshalltown and Marshall County have historically split the grant award 50/50. The City of Marshalltown handles the grant application and program management. This year the City of Marshalltown and Marshall County received a grant award totaling $18,855.00. The City of Marshalltown's fifty percent split is $9,427.50. The grant application is due by June 10, 2014. Final awards are generally distributed in the fall. We are required to have a council resolution of support, public notification of this grant award and a public hearing regarding how the City plans to utilize these grant funds.

The Marshalltown Police Department plans to expend the City of Marshalltown grant award to support law enforcement and criminal investigation programs by purchasing the following law enforcement equipment.

- (5) Generation 4T Simunition Training Handguns ($2270.00)
- (2) Cases of Force on Force Simunition Rounds ($510.00)
- (2) Class III X2 Tasers ($1886.00)
- (2) Class III Taser Batteries ($106.00)
- Sim Model II Taser Suit ($550.00)
- TCI Liberator Tactical Headset ($710.00)
- Nikon AF-DX 300 SLR Digital Camera ($1697.00)
- Nikon AF-DX Nikon VR - ($799.00)

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

- Canon Vixia HF 620 ($899.00)

Total- $9427.00

The aforementioned equipment will assist the police department in enhancing our law enforcement training programs and investigative operations. Utilization of these grant dollars for these purposes will also enhance the law enforcement services we provide to the community and will support our mission of providing quality and professional police services for the Marshalltown community.

The Marshall County Sheriff's Office is required to complete a public hearing process as well as seek approval from Marshall County for their portion of this grant award. The sheriff's office is currently working through their process.

Staff recommends that the Marshalltown City Council approve this grant award and authorize the police department to move forward with the grant application. Staff also recommends that this grant award be placed on the May 12 agenda of the Marshalltown City Council with a public hearing subsequently scheduled for the May 27 meeting of the Marshalltown City Council. If you have questions or concerns about this issue, please contact me at your convenience.

Michael W. Tupper
Chief of Police

2014-22

Cc: Captain Christopher Jones
Captain Brian Batterson
Captain Michael Hanken
Alicia Hunter, Administrative Assistant
Lori Stansberry, Finance Director

Encl: 2014 Iowa JAG Allocations Document
MCSO JAG Letter 2014

2014 IOWA JAG ALLOCATIONS

Listed below are all jurisdictions in the state that are eligible for FY 2014 JAG funding, as determined by the JAG formula. If your jurisdiction is listed with another city or county government in a shaded area, you are in a funding disparity. In this case, the units of local government must develop a Memorandum of Understanding (MOU) and apply for an award with a single, joint application.

Finding your jurisdiction:(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.(2) Eligible individual allocations are listed alphabetically below the shaded, disparate groupings.

Counties that have an asterisk (*) under the "Eligible Individual Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: https://www.bja.gov/Funding/JAGMOU.pdf. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the updated JAG Technical report: https://www.bja.gov/Publications/JAGTechRpt.pdf.

For JAG Frequently Asked Questions, please refer to BJA's JAG webpage: https://www.bja.gov/Funding/JAGFAQ.pdf.

IA	BLACK HAWK COUNTY	County	*	
IA	WATERLOO CITY	Municipal	$60,271	$60,271
IA	CLINTON COUNTY	County	*	
IA	CLINTON CITY	Municipal	$21,610	$21,610
IA	DES MOINES COUNTY	County	*	
IA	BURLINGTON CITY	Municipal	$23,082	$23,082
IA	DUBUQUE COUNTY	County	*	
IA	DUBUQUE CITY	Municipal	$20,470	$20,470
IA	JOHNSON COUNTY	County	*	
IA	IOWA CITY CITY	Municipal	$25,790	$25,790
IA	LEE COUNTY	County	*	
IA	KEOKUK CITY	Municipal	$15,388	$15,388
IA	LINN COUNTY	County	*	
IA	CEDAR RAPIDS CITY	Municipal	$52,339	$52,339
IA	MARSHALL COUNTY	County	*	
IA	MARSHALLTOWN CITY	Municipal	$18,855	$18,855
IA	MUSCATINE COUNTY	County	*	
IA	MUSCATINE CITY	Municipal	$21,373	$21,373
IA	POLK COUNTY	County	$12,871	
IA	DES MOINES CITY	Municipal	$154,452	$167,323
IA	POTTAWATTAMIE COUNTY	County	*	
IA	COUNCIL BLUFFS CITY	Municipal	$96,984	$96,984

IA	SCOTT COUNTY	County	*	
IA	DAVENPORT CITY	Municipal	$100,878	$100,878
IA	STORY COUNTY	County	*	
IA	AMES CITY	Municipal	$20,565	$20,565
IA	WAPELLO COUNTY	County	*	
IA	OTTUMWA CITY	Municipal	$11,636	$11,636
IA	WEBSTER COUNTY	County	*	
IA	FORT DODGE CITY	Municipal	$16,576	$16,576
IA	WOODBURY COUNTY	County	*	
IA	SIOUX CITY CITY	Municipal	$43,410	$43,410
IA	WEST DES MOINES CITY	Municipal	$15,198	
	Local total		**$731,748**	

RESOLUTION APPROVING CONTRACT CHANGE ORDER #1 FOR THE POLICE AND FIRE DEPARTMENT ARCHITECTURAL AND ENGINEERING SERVICES PROJECT NUMBER 14013020
AN INCREASE OF $2,500.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with HR Green, Inc., of Cedar Rapids, IA, for the engineering services for the Police and Fire Department Architectural and Engineering Services Project 14013020; and

WHEREAS an increase is requested for additional time to complete Phase I additional requirements for the Police and Fire Department Architectural and Engineering Services Project in the amount of $2,500.00;

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

Section1. That the contract Change Order #1 for the Police and Fire Department Architectural and Engineering Services Project 14013020, in the increased amount of $2,500.00 is hereby accepted and approved.

Passed this 27th day of May, 2014 and signed this _____ day of May 2014.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

HRGreen

CHANGE ORDER

HR Green, Inc.
8710 Earhart Lane SW
Cedar Rapids, IA, 52404
319.841.4000 FAX 319.841.4012

PROJECT: City of Marshalltown Environmental Site Assessments Project	**Change Order No.**	02
	Date	May 5, 2014
To Contractor:	**Project No.**	10140028
City of Marshalltown 24 North Center Street Marshalltown, Iowa 50158	**Original Contract Date**	April 1, 2014

The contract is changed as follows:

Per email and phone conversations with Brad Bateman the original scope was changed to complete the Phase I ESAs at separate times adding to the overall time and cost of this work, additional time required to schedule the original two site visits as a result of the property owners' and tenant's schedules, and time spent to plan the sampling and coordinate all of the necessary parties for a Phase I ESA at 702 S 3rd Avenue that if needed will need to be completed again in large part.

Below is a description of the Change Order amount:

- **Effort to reschedule site visit of 909 S 2nd Street and 702 S 3rd Avenue with an additional vehicle rental cost (Day-of cancellation by a site owner and arranging full site access with owner and occupants on second property): $300**
- **Effort to prepare guidance and answer client questions concerning ACM assessments/abatement and effort coordinating ACM subcontractor (includes asbestos findings summary and ACM guidance memo): $400**
- **Additional mobilization for Phase I ESA and time spent creating Phase I ESA reports at separate times as opposed to all at once (per contract): $1,000**
- **Phase II ESA work completed to date (scheduling, contracts, and sample plan): $700**
- **Change Orders for project and addressing client questions: $100**

The original (Contract Sum) was	$25,900
Net change by previously authorized Change Orders	$0
The (Contract Sum) prior to this Change Order was	$25,900
The (Contract Sum) will be (increased) by this Change Order in the amount of	$2,500
The new (Contract Sum) including this Change order will be	$28,400
The Contract Time will be (increased) by	An additional two weeks for Phase I ESA work
The date of Substantial Completion as of the date of this Change Order therefore is	Within five days of signed Change Order – for Phase I ESA work

NOT VALID UNTIL SIGNED BY HR GREEN, INC. AND THE OWNER	
HR Green, Inc.	**City of Marshalltown**
By	By
Date: 05/05/2014	Date:

Read

ORDINANCE NO. 14929

AN ORDINANCE AMENDING THE MARSHALLTOWN ZONING ORDINANCE REZONING 3901 SOUTH CENTER STREET FROM R2 LOW DENSITY RESIDENTIAL TO OP OFFICE PARK

WHEREAS, 3901 South Center Street is currently zoned R2 Low Density Residential; and

WHEREAS, the Plan and Zoning Commission reviewed this rezoning request and held a public hearing on March 27th, 2014 and recommended approval of the rezoning at said meeting; and

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

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

Section 1. 3901 South Center Street shall be rezoned to OP Office Park.

Section 2. The public hearing required on this zoning amendment shall be held in the Council Chambers of City Hall, 10 West State Street, Marshalltown, Iowa at 5:30 p.m., local time, on the 27th day of May, 2014 and the City Clerk is directed to cause a publication of the notice of the public hearing in one issue of the Marshalltown Times-Republican, a newspaper published in Marshalltown, Marshall County, Iowa, not less than 7 days nor more than 20 days prior to the date of the public hearing fixed herein.

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

Passed this __ day of _____, 2014, and signed this __ day of 2014.

CITY OF MARSHALLTOWN, IOWA

_____

James L. Lowrance, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

Affidavit of Publication

STATE OF IOWA,
Marshall County, ss.

City of Marshalltown
The City Council is considering rezoning what is commonly known as 3901 South Center St. New Hope Christian Church

I, Diane Caloud, 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:

May 16, 2014

Statutory fees for publishing said notice are:

15.17

Diane K Caloud

Sworn to before me and subscribed in my presence by the said Diane Caloud this Sixteenth Day of May, 2014

Sandra Plummer

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

Account No. and Account Name
L02000 City of Marshalltown

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

PUBLIC NOTICE

NOTICE OF PUBLIC HEARING

To Whom It May Concern:

You are hereby notified that the Marshalltown City Council is considering rezoning what is commonly known as 3901 South Center Street, New Hope Christian Church, to OP Office Park from R2 Low Density Residential.

You are hereby notified that the Council has fixed May 27th, 2014, at 12:00 p.m. in the City Council Chambers of City Hall, 10 West State Street, Marshalltown, Iowa, as the time when and the place where said request will be heard by the Council, a public hearing will be held, and final recommendation made thereof. Any and all objections may be made in writing and filed with the City Clerk prior to the time fixed for hearing on said request or may be made orally or in writing before the Council at the time fixed herein.

To all of which take due notice and be governed accordingly. Dated at Marshalltown, Iowa, this 9thth day of May, 2014.

Shari Coughenour
City Clerk
Marshalltown, Iowa 50158
---------17023

Memorandum

To: City Council & Mayor

From: Stephen Troskey – City Planner

Date: May 8, 2014

Re: **April 14, 2014 COW meeting**

Rezoning – 3901 South Center Street

New Hope Christian Church is seeking to rezone their property at 3901 South Center Street to OP Office Park from R2 Low Density Residential. Churches are allowed in any zoning district so changing the district will not have any adverse affects on their current use and will allow the property to be in the same classification of the new hospital property to the north. In addition, rezoning will allow the church to take advantage of highway frontage by installing a new sign.

The Plan & Zoning Commission voted to approve this rezoning at their 3/27/14 meeting.

Staff recommends approval of this rezoning application.

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

ORDINANCE NO. 14930

AN ORDINANCE APPROVING CHANGES TO THE MARSHALLTOWN ZONING ORDINANCE OF 2010, REGARDING CHAPTER 5, SITE PLAN REVIEW REQUIREMENTS, CHAPTER 22, CENTRAL BUSINESS DISTRICT, CHAPTER 30 SIGNS, AND CHAPTER 35, SITE PLAN REVIEW BOARD

WHEREAS the City Plan and Zoning Commission reviews zoning regulations as necessary and determined to recommend changes to the Marshalltown Zoning Ordinance of 2010 regarding the Site Plan Review Board uses at their April 17, 2014 meeting.

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

Section 1. Chapters 5, 22, 30, and 35 of the Zoning Ordinance of 2010 are hereby amended by removing and replacing language as identified on the following pages.

Section 2. The public hearing required on this City Code amendment shall be held in the Council Chambers of City Hall, 10 West State Street, Marshalltown, Iowa at 5:30 p.m. local time, on the 9th day of June, 2014, and the City Clerk is directed to cause a publication of the notice of public hearing in one issue of the Marshalltown Times-Republican, a newspaper published in Marshalltown, Marshall County, Iowa, not less than 7 days nor more than 20 days prior to the date of public hearing fixed herein.

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

Passed this _____ day of _____, 2014, and signed this _____ day of _____, 2014.

CITY OF MARSHALLTOWN

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, City Clerk

TCDN

Memorandum

To: Mayor & City Council

From: Stephen Troskey – City Planner

Date: May 8, 2014

Re: **April 28, 2014 meeting**

Site Plan Review Board Changes

Currently the Sign Ordinance does not require a sign erector's license to install a sign due to code changes in the past year. I would ask that you please add in the following language to the pending sign ordinance changes to ensure that sign erector's have adequate liability insurance of $300,000. An updated version of the changes are on the City website.

Chapter 30: Signs
Section 3: General Provisions
1.b. All signs that require a permit shall only be installed by a person and/or firm with a $300,000 minimum liability insurance policy.

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

Memorandum

To: Mayor & City Council

From: Stephen Troskey – City Planner

Date: April 25, 2014

Re: **April 28, 2014 meeting**

Site Plan Review Board Changes

This memo will provide a brief overview of the Site Plan Review Board's role in the Historic District, a timeline of events regarding sign regulations in the Historic District, as well as our recommendations for the future.

For the past 18-24 months the City, Marshalltown Central Business District, and the community at large has had an ongoing discussion of the sign permitting process within the Historic District. Currently all sign applications go before the Site Plan Review Board (SPRB), at which time the Board makes a determination as to whether or not the sign meets the City's guidelines.

The Zoning Ordinance gives authority to the SPRB but leaves specifics up to the Board. Because of this vagueness, we have heard complaints that the SPRB is too lenient with sign designs but also is too strict; applicants do not know what to expect from the Board. As a remedy, the City and SPRB created a document that set out guidelines that staff would hand out to applicants. These guidelines were not specific regulations so the problem of subjectivity remained.

In 2001 the community initiated a process with the State of Iowa to become a Main Street Iowa Community. This application was approved and subsequently created the MCBD organization, a map and list of historic properties, as well as resources from the state on how to best preserve and enhance downtown. Part of this is information are guidelines about appropriate signs.

In 2003 city staff suggested using those guidelines as regulations in the Historic District but the process never took hold.

In November 2012 the City Council approved the 2030 Comprehensive Plan, which directs Planning and Zoning efforts for the next 20 years. A major component of this plan was design guidelines throughout the city as well as specifically in the Historic District.

Finally, in October 2013, the city held a meeting with community members about the sign approval procedure. Mentioned among the weakness in the process were the SPRB is too subjective, no regulation of banners, grandfathering of existing "ugly" signs, and building owners who do not take responsibility for knowing the codes. Opportunities mentioned were to have a staff-only review of sign applications and to write clearer guidelines. Based on these comments, staff began a to create a document that contained specific regulations that could be

inserted into the Zoning Ordinance that provided clear rules on what would and would not be approved. It is this document that you will be discussing.

The SPRB is a five member volunteer Board appointed by the Mayor and approved by Council. In the past 18-24 months many members have resigned with the reasoning that they are criticized by community members for not approving any and all sign applications while at the same time being too lenient on design standards in a state-approved Historic District. As volunteers, the Board is dedicating their time and talents to enhance the Historic District, in alignment with the mission of the Main Street Iowa program. Asking residents to join a volunteer group where they may be belittled and criticized is not appropriate and does not develop good relationships with the MCBD, downtown business community, and individual residents. Because of this, we propose to eliminate the SPRB and have all sign applications be approved administratively as is the process throughout the rest of the city.

The attached document is the proposal of regulations staff has developed by speaking with state employees, sign experts, the Plan & Zoning Commission, as well as community members. The document, which will be approved as an Ordinance change and formally inserted into the Zoning Ordinance, details the materials used for sign construction, the size and location of proposed signs, as well as ancillary language detailing banners, lighting, and bracketing standards. The document provides applicants and staff a clear outline of what may be approved; it does not leave room for "grey areas" or subjective approval. If a sign does not meet code the applicant will be given specific rational for why and what must be changed to meet code.

Eliminating the SPRB will put community criticism onto staff rather than volunteers. Approving these changes will align our codes with guidelines from the State of Iowa, 2030 Comprehensive Plan, and ensure any development in Historic District has high standards with both longevity and preservation of property values in mind.

The Plan & Zoning Commission recommended these changes at their April 17th, 2014 meeting.

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

ORDINANCE NO. 14931

AN ORDINANCE AMENDING THE MARSHALLTOWN ZONING ORDINANCE REZONING 114 NORTH CENTER STREET FROM R4 MEDIUM DENSITY RESIDENTIAL TO CBD CENTRAL BUSINESS DISTRICT

WHEREAS, 114 North Center Street is currently zoned R4 Medium Density Residential; and

WHEREAS, the Plan and Zoning Commission reviewed this rezoning request and held a public hearing on May 1, 2014 and recommended approval of the rezoning at said meeting; and

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

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

Section 1. 114 North Center Street shall be rezoned to CBD Central Business District.

Section 2. The public hearing required on this zoning amendment shall be held in the Council Chambers of City Hall, 10 West State Street, Marshalltown, Iowa at 5:30 p.m., local time, on the 23rd day of June, 2014 and the City Clerk is directed to cause a publication of the notice of the public hearing in one issue of the Marshalltown Times-Republican, a newspaper published in Marshalltown, Marshall County, Iowa, not less than 7 days nor more than 20 days prior to the date of the public hearing fixed herein.

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

Passed this _____day of _____, 2014, and signed this _____day of _____, 2014.

CITY OF MARSHALLTOWN

_____
James L. Lowrance, Mayor

ATTEST:_____
Shari L. Coughenour, City Clerk

Memorandum

To: Mayor & City Council

From: Stephen Troskey – City Planner

Date: May 6, 2014

Re: **May 12, 2014 meeting**

114 North Center Street rezoning

This property is currently zoned R4 Medium Density Residential. It is a legal non-conforming property that houses a retail use as well as six apartment units. The owners seek to expand the business by removing two apartments and putting in additional retail space, including a cellular sales counter and the possibility of to-go food. IN order to expand commercial uses the property must be rezoned.

If Council approves the rezoning the property would be CBD Central Business District but still remain legal non-conforming because of the four apartment units. The owner is aware that if the property is rezoned to CBD he can not add additional rental units in the building but he can expand commercial activity.

The Plan & Zoning Commission recommended approval at their May 1, 2014 meeting.

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

Hy-Vee Memorandum Date: May 7, 2014

To: City of Marshalltown

From: Jennie Woods-Licensing Clerk

Subject: On Premise License

Hy-Vee, Inc is applying for an on premise license for our Marshalltown store so they will be able to charge for wine club events. This area will be removed from our current off premise license. When they hold these events away from the store we will do a transfer of the license through the ABD and the city.

jw

State of Iowa
ALCOHOLIC
BEVERAGES DIVISION

New License

- About
- Alcohol
- Tobacco
- Links
- Contact

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

- License
- Privileges
- Applicant
- Status Of Business
- Ownership
- Criminal History
- Premises
- General Premises
- Applicant Signature

Applicant LC_V_52291

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

Corporation Name/Sole Proprietor Name/Partnership Name(s): Hy-Vee, Inc. (Sole Proprietorship, Partnership, Corporation, etc.)
Name of Business (D/B/A): Hy-Vee Party Room
Address of Premise: 802 S Center St.
Address Line 2: Closed off Seating Area
City: Marshalltown
County: Marshall
Zip: 50158
Business Phone: (641) 752-4525 Cell / Home Phone:

☐ Same Address
Mailing Address: 5820 Westown Pkwy
Mailing Address Line 2:
City: West Des Moines State: Iowa
Zip: 50266

Contact Name: Jennie Woods
Phone: (515) 267-2874 Email Address: jmwoods@hy-vee.com

Prev Next

Follow us with RSS, Facebook or Twitter

Contact Us

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

- Terms and Conditions
- Privacy Policy

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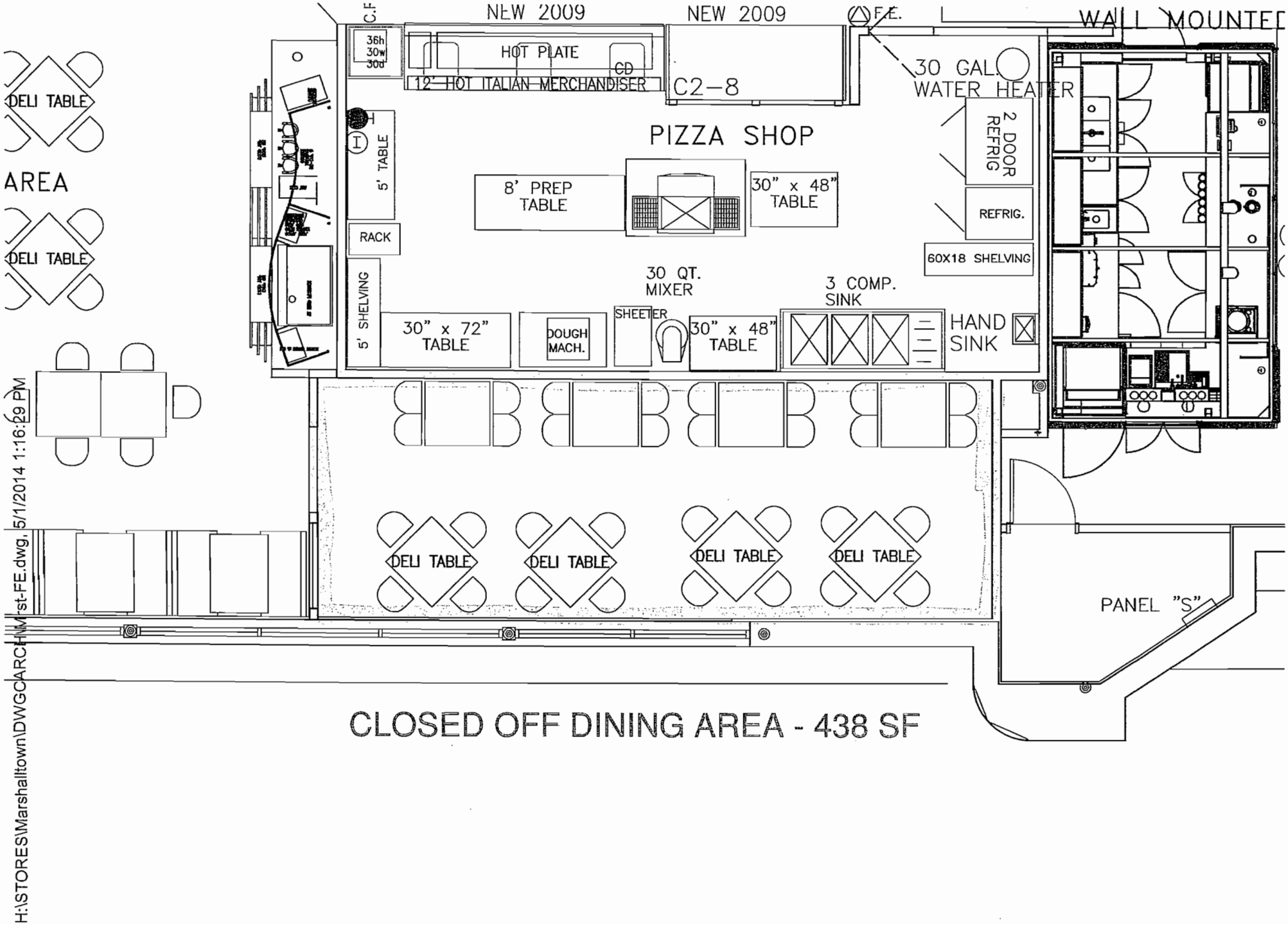
Let me know if you need anything else. Thanks

Jennie Woods
515-267-2874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30 GAL.
WATER HEATER
PIZZA SHOP
2 DOOR
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REFRIG.
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5' TABLE
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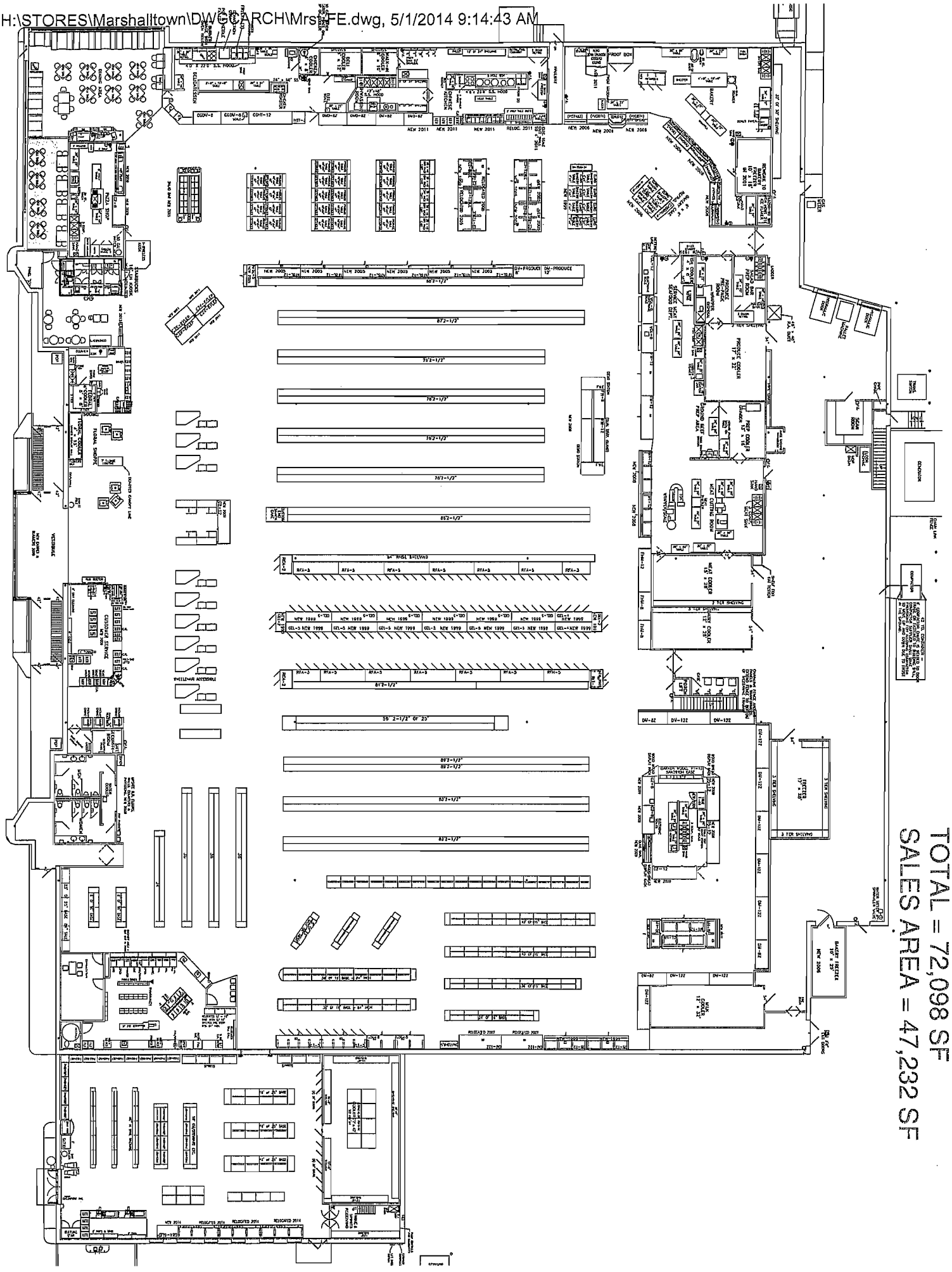

TOTAL = 72,098 SF
SALES AREA = 47,232 SF

#2014-___

RESOLUTION APPROVING LEASE AGREEMENT WITH
MARSHALLTOWN SENIOR CITIZEN CENTER, 7/1/2014 – 6/30/2016

WHEREAS there has been presented to the Marshalltown City Council a form of lease for approval by the City of Marshalltown, Iowa, and the Marshalltown Senior Citizen Center of Marshalltown, Iowa for a term of two (2) years from and after the 1st day of July, 2014, and up to noon of the 30th day of June, 2016, for the use and occupancy by lessees of the downstairs portion of the building located at 20 East State Street in Marshalltown, Iowa, except for non exclusive rights to use of the entry ways to said building, elevator, the machinery room and the boiler room, as described in the lease agreement; and

WHEREAS this Council has considered the terms, conditions and intended use of such room or space, together with the provisions provided for termination, and that such lease is in the best interest of the city and should be approved.

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

Section 1. This Council hereby approves the attached agreement with the Marshalltown Senior Citizen Center of Marshalltown, Iowa, for a two (2) year period beginning July 1, 2014, and ending at noon on the 30th day of June, 2016, the right and occupancy of the downstairs portion of the building located at 20 East State Street in Marshalltown, Iowa, except for non exclusive rights to use of the entry ways to said building, elevator, the machinery room and the boiler room, as described in the lease agreement.

Section 2. The Mayor and City Clerk are hereby authorized to execute such lease for and in behalf of the City of Marshalltown.

Passed this __ day of June, 2014, and signed this __ day of June, 2014.

CITY OF MARSHALLTOWN, IOWA

_____
James L. Lowrance, Mayor
ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

SENIOR CITIZENS CENTER LEASE AGREEMENT

MAY 21 2014
CITY OF
MARSHALLTOWN

This agreement is made and entered into this __ day of _____, 2014, by and between the CITY OF MARSHALLTOWN, IOWA, and the MARSHALLTOWN SENIOR CITIZENS CENTER:

WITNESSETH, that the CITY OF MARSHALLTOWN, IOWA, (Lessor) agrees to lease to the MARSHALLTOWN SENIOR CITIZENS CENTER (Lessee) the following described premises in Marshalltown, Iowa, to-wit:

The downstairs portion of the building located at 20 East State Street, Marshalltown, Iowa, except for the non-exclusive rights to use of the entry ways to said building, elevator, the machinery room and the boiler room. Lessee shall have the non -exclusive right to use the boiler room for storage. 20 East State Street is legally described as Lot 10 of Block 3 of the Original Plat of Marshall, Marshall County, Iowa.

1. This Lease Agreement shall commence on the 1st day of July, 2014, and shall continue for a term of two years, terminating at 12:00 PM on the 30th day of June, 2016. Lessee shall have the option of renewing this Lease Agreement for one additional period of two years provided Lessee gives Lessor written notice of its intent to exercise said right to renew at least 60 days prior to the expiration date set forth above. Said written notice shall be given to Lessor by delivering it to the City Clerk's office.

2. The monthly rent shall be the sum of $400.00, payable in advance at the City Clerk's office, City Hall, Marshalltown, Iowa.

3. Upon receipt of the notice of intent to exercise any option set forth in Paragraph 1, either Party may notify the other of its intent to re-negotiate any provision of this Lease Agreement and the parties shall immediately enter into negotiations on the subjects required with an effort to solve any problems that may have arisen during the term which shall be in harmony with the terms of this Lease Agreement.

4. Lessee shall not sell, assign, transfer, convey or assign this Lease Agreement or sublet any part of the demised premises without written consent of Lessor, given by the City Administrator, nor shall Lessee use the same for any purpose other than for a Senior Citizens Center. Lessee shall not discriminate on the basis of race, creed, color, religion, handicap, sex, or any other basis. In the event federal or state funds are used in the operation of this center, any conditions, restrictions or other requirements required or imposed by the federal or state governments shall automatically become a part of this Lease Agreement without any further action by either Party and the Parties shall abide by these requirements.

5. Lessor retains the absolute right to use any portion of the building not leased hereunder as it, in its sole discretion, may deem advisable. Lessor makes no expressed or implied covenant that it will not lease other portions of the building to other groups that may, in fact, be in competitions

with Lessee or that may provide similar services or provide similar activities to senior citizens, or to any other groups.

6. This Lease Agreement replaces all other lease agreements, oral or written, existing between the Parties hereto.

7. Lessor shall have rights of entry at all reasonable times and places, into the demised premises, for purposes of inspection, repair or remodeling of any part of the building.

8. Lessor shall pay utility charges building and equipment repairs. Lessee shall pay rent plus reimburse the city for garbage collection and phone charges.

9. The Lessor shall assist wherever practical with the bookkeeping of the Lessee and may advance, on Lessee's behalf, certain of the costs of Lessee's obligations outlined above for which Lessee will be billed periodically. Failure of Lessee to promptly pay same shall in itself constitute a breach of the Lease Agreement.

10. Lessee agrees to operate said leased premises for the general good of senior citizens and to make such reports as the Marshalltown City Council may, from time to time, request and to keep and maintain the premises in good condition, and to deliver the premises in as good as condition as they received same, ordinary wear and tear excepted.

11. Lessee shall timely pay all its obligations assumed under this Agreement and will permit no violations of laws as to gambling and intemperance, nor shall it permit any acts or business that would vitiate the usual insurance policy and will give Lessor timely notice of any danger to the premises, as well as loss or injury.

12. In the event of breach of the Least Agreement by non-payment or by other failures to conform to the terms of the Lease Agreement, Lessor shall have all rights of any nature and description at its disposal and may proceed under any one or combination of rights, it may, in its sole discretion possess.

13. (a) Lessee agrees to hold the Lessor harmless from any liability arising from the use of the premises by itself, its agents, members, invitees, guests or other persons, and Lessee agrees to hold the Lessor harmless from any liability arising by reason of personal injury to any person or persons on or about the said premises, and Lessee agrees it will carry insurance as against said liability in a sum of not less than $300,000 and place a copy of said insurance policy in the Senior Citizens file in the City Clerk's office.

(b) Lessee will make no claim for damages as against Lessor arising out of or occasioned by any leakage or roof, walls, windows, or otherwise, nor arising out of or occasioned by steam, water, sewage, electricity, elements or other conditions not the responsibility of Lessor, beyond Lessor's control or occasioned by sudden and unexpected occurrence, nor for any loss arising out of or occasioned by any of the aforesaid through the negligence of Lessee, its agents, employees or sub-lessees, nor for repairs which are the responsibility or obligation of Lessee and Lessee will notify Lessor of any condition for

which Lessor is responsible for repair and Lessor will make repairs being afforded reasonable time therefore considering the availability of labor, materials, strike, lockouts, weather conditions, ice, snow, riots, armed conflict, tornadoes, earthquakes, or other acts of God.

IN WITNESS THEREOF, the parties pursuant to the authority granted by their governing boards of bodies affix their signatures hereto.

CITY OF MARSHALLTOWN

_____

James L. Lowrance, Mayor

_____

Shari L. Coughenour, City Clerk

SENIOR CITIZENS CENTER

By Authority of its Board of Directors

Debby E. Hollingsworth

President

Kathy Watterman

Secretary

RAW

the City of Marshalltown
POLICE DEPARTMENT

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

Marshalltown Police Department
Chief of Police Memorandum

TO: Randy Wetmore, City Administrator

FROM: Michael W. Tupper
Chief of Police

DATE: 05/18/2014

RE: FY 2014-2015 Marked Police Vehicle Purchase

The Marshalltown Police Department would like to purchase three 2014 Chevrolet Caprice PPV police vehicles (police package with black & white vinyl wrap). These new vehicles will replace three fully marked Ford Crown Victoria police vehicles. This proposed vehicle purchase would be made after July 1, 2014. The police department previously budgeted for the purchase of new police vehicles as part of the department's CIP budget for FY 2014-2015 and the below recommended purchase fits within our budget limitations.

While researching police vehicle packages and options, police department staff contacted Stiver's Ford, Karl's Chevrolet, Clemons Chevrolet and Deery Brothers Chevrolet. We requested proposals for black/white (wrapped) 2014 police vehicles. Staff researched and test drove various police vehicle packages. Staff preferred the Chevrolet Caprice over other similar vehicles offered by Ford. The Caprice drove and handled well during test drives and seemed to have more room in the passenger compartments.

Deery Brothers Chevrolet (Pleasant Hill) has the state bid for the Chevrolet Caprice police package and currently has vehicles in stock for immediate purchase. The state bid price for the basic Chevrolet Caprice PPV police package option is $25,391.30. The state bid price does not include the extra options we requested which are vinyl wrap for the black and white color scheme, spot light, dome light and some of the specialized wiring for the electronic equipment. After reviewing the vehicle options we need in addition to the standard options, Deery Brothers subsequently submitted a low bid of $26,606.30 per vehicle for the Chevrolet Caprice PPV. ($79,818.90 for three vehicles.)

Deery Brothers has agreed to give the City of Marshalltown $10,900.00 as trade-in value on the three Ford Crown Victoria police vehicles. This reduces the purchase price for the new vehicles to $68,918.90. The vehicles being proposed for trade in are:

Vehicle #511: 2011 Ford Crown Victoria, 91,274 miles ($4200.00 Trade-in Value)
Vehicle #504: 2011 Ford Crown Victoria, 97,205 miles ($4200.00 Trade-in Value)
Vehicle #516: 2009 Ford Crown Victoria, 86,925 miles ($2500.00 Trade-in Value)

The above price quotes do not include the cost of all emergency police equipment, radios, decals, and the installation of necessary emergency equipment/radios into the new vehicles. The police department requested a total of $111,000.00 in the FY 14-15 CIP budget for police vehicle and related equipment replacement. The police department will attempt to recycle most of the emergency equipment from the vehicles being retired from our fleet. Some of this old equipment will not fit into the new vehicles or any other vehicle we currently

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

have in our fleet. Right now the only major equipment purchase that is being anticipated will be prisoner transport cages since the cages from the retired vehicles will not fit in the Chevrolet Caprice. We will also need to purchase new police radio consoles since the consoles from the Ford Crown Victoria vehicles will not fit into the Chevrolet Caprice. (The police radios themselves will be installed in the new vehicles.) Most of the other emergency lights and equipment should transfer from the old vehicles to the new vehicles. This equipment can be purchased and installed within the remaining CIP budget limitations.

Staff recommends that the City of Marshalltown purchase three 2014 Chevrolet Caprice PPV police vehicles from Deery Brothers Chevrolet. Staff further recommends that the City of Marshalltown trade in the aforementioned Ford Crown Victoria vehicles to Deery Brothers as part of this purchase. Total cost of this purchase (after vehicle trade) is **$68,918.90**.

Michael W. Tupper
Chief of Police

2014-30

Cc: Captain Brian Batterson
Lori Stansberry, Finance Director
Alicia Hunter, Administrative Assistant
Sgt. Rick Bellile

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT FOR CONCRETE REPAIR 2014 PROJECT IN THE CITY OF MARSHALLTOWN, IOWA BEING PROJECT NO. 76014005 IN THE AMOUNT OF $XXXXXX

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the Concrete Repair 2014 Project, being Project No.76014005, in the City of Marshalltown, as described in the plans and specifications therefore, and

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

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

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

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

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

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

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

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

Passed this 9th day of June 2014, and signed this ___ day of June 2014.

CITY OF MARSHALLTOWN, IOWA

_____

James L. Lowrance, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT FOR MILL AND OVERLAY 2014 PROJECT IN THE CITY OF MARSHALLTOWN, IOWA BEING PROJECT NO. 76014004
IN THE AMOUNT OF $XXXXXX

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the Mill and Overlay 2014 Project, being Project No.76014004, in the City of Marshalltown, as described in the plans and specifications therefore, and

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

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

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

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

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

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

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

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

Passed this 9th day of June 2014, and signed this ___ day of June 2014.

CITY OF MARSHALLTOWN, IOWA

_____

James L. Lowrance, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE AIRPORT HANGER FLOOR REPLACEMENT PROJECT, IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. 77013010

WHEREAS there was placed on file in the office of the Clerk of the City of Marshalltown, Iowa, proposed plans and specifications, proposed form of contract and estimated cost for a public improvement in the City of Marshalltown, Iowa, for the Airport Hanger Floor Replacement, Project No. 77013010, as fully set forth in the resolution ordering same, and that public notice of hearing on such plans, specifications and form of contract were duly published in the Marshalltown Times-Republican in time for hearing now before the Council, and

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

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the plans, specifications, form of contract and estimated cost heretofore placed on file and upon which public notice has been duly given and no objections thereto have been made either in writing or in open council, the Council does now adopt and approve the plans, specifications, form of contract and estimate of cost for Project No 77013010, being the Airport Hanger Floor Replacement in the city of Marshalltown, Iowa.

Passed this 9th day of June, 2014, and signed this _____ day of June 2014.

CITY OF MARSHALLTOWN

_____

James L. Lowrance, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk