

CITY OF MARSHALLTOWN
COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 W STATE STREET
JUNE 24, 2019, 5:30 PM

A. NOTICE TO PUBLIC

The Mayor and City Council welcome comment from the public during discussion of any of the agenda items. 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 3 minutes or less in order that others may be given the opportunity to speak. All speakers shall speak clearly and direct their comments to the Mayor and City Council and not to any Councilor specifically. It is at the discretion of the Mayor and Council to respond to specific questions and comments or to have staff respond during the meeting.

B. CALL TO ORDER

Mayor Joel T.S. Greer

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

Cahill, Gowdy, Hoop, Isom, Lamer, Martin, Wirin.

E. MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS

1. Veterans Memorial Coliseum Donation By The Convention & Visitor's Bureau
2. Volunteer Recognition - MPD Reserve Officer Aaron Polley
3. Years Of Service
 - Tonya Klosterman - 5 years
 - Justin Nickel - 5 years
 - Matthew Gorder - 15 years
 - Thomas Watson - 15 years
 - Cortney Watson - 15 years

F. CONSENT AGENDA

1. Approve Council Minutes, June 10, 2019, June 13, 2019, And Bill List Of \$2,537,025.59

Documents:

[2019-06-13_Council Special.pdf](#)
[2019-06-10_Council-minutes.pdf](#)
[2019-06-24_BillList.pdf](#)

2. Appoint Jonell Wittkop To Plan Zoning, Replacing Angela Lins-Eich

Documents:

[PZ_BoardsRoster.pdf](#)

3. Receipt Of Building Permit Report, April 2019

Documents:

[0419.pdf](#)

4. Receipt Of Building Permit Report, May 2019

Documents:

[0519.pdf](#)

5. Approve New Tree Trimmer Licenses

ARBOR WAY ALL ABOUT TREES LLC

AVERY'S TREE SERVICE, ELDORA, IA

Documents:

[06-24-2019_TREETRIMMER_AVERYS TREE
SERVICE.pdf](#)

[06-24-2019_TREETRIMMER_ARBORWAY.pdf](#)

6. RESOLUTION 2019-126 ACCEPTING QUOTE AND AUTHORIZING
THE PURCHASE OF A TWO 2020 FORD INTERCEPTOR SUV
POLICE PACKAGE VEHICLES FROM JENSEN FORD,
MARSHALLTOWN, IOWA, PURCHASE COST WITH TRADE IN,
\$54,012

Documents:

[MPD Police Vehicle Purchase for FY 19 20 Memo.pdf](#)
[Res Purchase Pol Veh.pdf](#)

7. RESOLUTION 2019-128 TRANSFERRING FUNDS FOR FISCAL
YEAR 2019-2020

Documents:

[Resolution Transferring Funds for Fiscal Year 2019-2020.pdf](#)
[Transfer Funds for FY2020 Memo.pdf](#)

8. RESOLUTION 2019-141 AUTHORIZING THE PURCHASE OF A
2019 ELGIN PELICAN NP STREET SWEEPER FOR THE STREET
DEPARTMENT, FROM MACQUEEN EQUIPMENT FOR THE
PRICE OF \$204,280.00

Documents:

[Street truck purchase.pdf](#)
[Pelican Brochure Tier 4F.pdf](#)

9. Approve Renewal Alcohol Licenses:

LC0029427 Applebee's Neighborhood Grill & Bar, 3101 S. Center Street
BC0029771 Zamora Fresh Market, 4 E Main Street
LC0037054 Legends American Grill, 2902 South Center Street
LE0001100 Wal-Mart Supercenter #581, 2802 S Center St
LE0002768 Casey's General Store #3508, 108 Iowa Ave W
LC0043793 Calvin Rockett, 2013 South Center St
BB0038045 La Raza Taco Shop, 822 North 3rd Avenue
LC0042931 Totem Bowl, 1101 S 6th Street

G. RESOLUTIONS

1. RESOLUTION 2019-129 ALLOWING OPEN CONTAINERS ON PUBLIC WAYS FOR THE "13TH STREET DISTRICT" EVENTS, JULY 13, 2019, AND SEPTEMBER 13, 2019.

Documents:

[2019-09-13_13th Street District Harvest Market - Public Use Permit Packet \(PDF\).pdf](#)
[2019-07-13_13th Street District Event.pdf](#)
[06-24-2019_2019-129_Res Alcohol Public Way 13th Street Events.pdf](#)

2. RESOLUTION 2019-130 ALLOWING OPEN CONTAINERS ON PUBLIC WAYS FOR IOWA RIVER BREWING AND APPROVAL OF EXPANSION OF OUTDOOR SERVICE AREA ON JULY 6, 2019

Documents:

[06-24-2019_2019-_Res Alcohol Public Way Iowa River Brewing July 6 NS Alley.pdf](#)
[2019-07-06_Iowa River Brewing Outdoor Premise Update including NS alley.pdf](#)

3. RESOLUTION 2019-131A ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT WITH [CONTRACTOR] FOR THE 20 E STATE STREET SENIOR CENTER DEMOLITION PROJECT IN THE CITY OF MARSHALLTOWN, IOWA BEING PROJECT NO. TOR18006 IN THE AMOUNT OF \$[BID AMOUNT]

Documents:

[Memo on Sr Citizens Demo.pdf](#)
[06-24-2019_2019-131_Draft Res Accept Bid Auth Award Contract 20 E State St Demo.pdf](#)

1. 20 E State Street - Bid Tab And Final Resolution Accepting Bid RESOLUTION 2019-131 ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT WITH LANSING BROS. CONSTRUCTION CO, LUXEMBURG, IOWA, FOR THE 20 E

STATE STREET SENIOR CENTER DEMOLITION PROJECT IN
THE CITY OF MARSHALLTOWN, IOWA BEING PROJECT NO.
TOR18006 IN THE AMOUNT OF \$191,850.00

Documents:

[06-24-2019_2019-131A_FINAL Res Accept Bid Auth
Award Contract 20 E State St Demo.pdf](#)
[06-24-2019_2019-131_BIDTAB 8834.pdf](#)

4. RESOLUTION 2019-132 ACCEPTING THE MARSHALLTOWN
DOWNTOWN MASTER PLAN PREPARED BY SHORT ELLIOTT
HENDERICKSON INC. (SEH)

Documents:

[06-24-2019_2019-132_Res Accepting Downtown Master
Plan.pdf](#)
[06-24-2019_2019-132_DOWNTOWN MASTER PLAN.pdf](#)
[06-24-2019_2019-132_CC MEMO MARSHALLTOWN
DOWNTOWN MASTER PLAN.pdf](#)

5. RESOLUTION 2019-133 AUTHORIZING APPROVAL OF LEAD
HAZARD ABATEMENT ACTIVITIES TO BE CONDUCTED IN THE
INCORPORATED CITY LIMITS OF MARSHALLTOWN, IOWA
Contract #IALHB0665-18

Documents:

[06-24-2019_2019-133_CC Memo Lead IALHB0665-
18.docx](#)
[06-24-2019_2019-133_Res Approving All
Contracts_IALHB0655-18.doc](#)

6. RESOLUTION 2019-134 APPROVING CITY FEES

Documents:

[FeeReview.pdf](#)
[06-24-2019_2019-134_Res Approving City Fees.pdf](#)

7. RESOLUTION 2019-135 AUTHORIZING AND APPROVING A LOAN
AND DISBURSEMENT AGREEMENT AND PROVIDING FOR THE
ISSUANCE AND SECURING THE PAYMENT OF \$3,500,000
SEWER REVENUE BONDS, SERIES 2019

Documents:

[06-24-2019_2019-135_Res 2nd Half Iss Sewer Rev
LDA.pdf](#)
[Memo for State Revolving Fund Loan.pdf](#)

8. RESOLUTION 2019-136 APPROVING RENEWAL TOBACCO
PERMITS THROUGH JUNE 30, 2020

Documents:

[06-24-2019_2019-136_Res Approving Renewal Tobacco Permits expiring 06-30-2020.pdf](#)

9. RESOLUTION 2019-137 CLOSING CITY OFFICES TO THE PUBLIC AT 12PM ON FRIDAY, JULY 19, 2019, FOR COMMUNITY SERVICE

Documents:

[Res for July 19th Day of Service.pdf](#)

10. RESOLUTION 2019-142 APPROVING PURCHASING POLICY AND PROCEDURE MANUAL FOR THE CITY OF MARSHALLTOWN

Documents:

[Resolution Purchasing Policy Approval June 24 2019.pdf](#)
[Purchasing Policy Revised June 24 2019 Memo.pdf](#)
[Purchasing Policy Revised June 24 2019.pdf](#)

11. AIRPORT IMPROVEMENTS

1. RESOLUTION 2019-138 APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH CLAPSADDLE-GARBER ASSOCIATES, INC IN THE CITY OF MARSHALLTOWN, IOWA, IN THE AMOUNT OF \$54,100.00, RELATING TO TERMINAL BUILDING AND APPROACH PAVING

Documents:

[CGA Terminal Agree.pdf](#)
[CGA Terminal.pdf](#)

2. RESOLUTION 2019-139 APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH CLAPSADDLE-GARBER ASSOCIATES, INC IN THE CITY OF MARSHALLTOWN, IOWA, IN THE AMOUNT OF \$59,458.00, RELATING TO HANGAR IMPROVEMENTS

Documents:

[CGA Hangar Agree.pdf](#)
[CGA Hangar.pdf](#)
[CGA Airport Hangar.pdf](#)

3. RESOLUTION 2019-140 TO AUTHORIZE FEDERAL GRANT ASSISTANCE APPLICATION FOR AIRPORT HANGAR IMPROVEMENTS FOR THE MARSHALLTOWN MUNICIPAL AIRPORT IN THE AMOUNT OF \$62,000.00

Documents:

[Federal Assistance.pdf](#)

12. Police And Fire Building Change Orders

1. RESOLUTION 2019-143 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#26-1 ELECTRICAL COMMUNICATIONS & SECURITY FOR DEVRIES ELECTRIC AN INCREASE OF \$8,264.97

Documents:

[Devries CO.pdf](#)
[Devris June.pdf](#)

2. RESOLUTION 2019-144 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#8-1 ALUMINUM STOREFRONTS,CURTAINWALLS RESOLUTION APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE & GLAZING FOR FORMAN FORD AN INCREASE OF \$6,806.00

Documents:

[Forman Ford CO.pdf](#)
[Forman June.pdf](#)

3. RESOLUTION 2019-145 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#9-1 GYMPSUM WALL ASSEMBLIES FOR HILSABEK SCHACHT, INC. AN INCREASE OF \$360.00

Documents:

[Hilsabek CO.doc](#)
[hilsabeck June.pdf](#)

4. RESOLUTION 2019-146 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP# 22-1 PLUMBING & MECHANICAL FOR TONY'S PLUMBING & HEATING LLC. AN INCREASE OF \$1,312.00

Documents:

[Tonys Plumbing \(2\).pdf](#)
[Tonys June.pdf](#)

5. RESOLUTION 2019-149 AUTHORIZING THE MARSHALLTOWN POLICE DEPARTMENT TO PURCHASE FOUR OFFICE COPY MACHINES FOR THE NEW POLICE DEPARTMENT FACILITY UTILIZING FFE BUDGET DOLLARS FROM THE FIRE AND POLICE BUILDING PROJECT AND SURPLUS FUNDS IDENTIFIED IN THE FIRE AND POLICE BUILDING PROJECT

BUDGET

Documents:

[MPD Copy Machine Purchase FINAL.pdf](#)
[06-24-2019_2019-149_Resolution for MPD Purchase of Office Copy Machines.pdf](#)

13. PUBLIC HEARING ITEMS:

1. PUBLIC HEARING / RESOLUTION 2019-147 APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE SOUTH 4TH AVENUE PROJECT, IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. STR90011

Documents:

[Res Plans Specs S 4th Avenue, proj STR9001.pdf](#)

2. PUBLIC HEARING AND RESOLUTION 2019-148 TO APPROVE AMENDMENT 7 TO URBAN RENEWAL PLAN #3

Documents:

[Hrng2019UR No3AmdmtNo.7Marshalltown422742-33-v1.pdf](#)

3. PUBLIC HEARING FOR THE PURPOSE OF REVIEWING A \$500,000 IOWA ECONOMIC DEVELOPMENT AUTHORITY CDBG PROJECT APPLICATION

Documents:

[RES SET HRG CDBG.pdf](#)
[06-10-2019_2019-123_nph CDBGAD-27224.pdf](#)

H. ORDINANCES

1. Ordinance 14984 Adopting 2015 Building Code, First Reading
AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF MARSHALLTOWN, IOWA, BY REPEALING CHAPTER 151, SECTIONS 151.001 THROUGH 151.003 THEREOF ENTITLED "BUILDING CODE," CONSISTING OF THE INTERNATIONAL BUILDING CODE (IBC), 2006 EDITION AS AMENDED; AND ENACTING AND ADOPTING A NEW CHAPTER 151, SECTIONS 151.001 THROUGH 151.003 IN LIEU THEREOF ENTITLED "BUILDING CODE," BEING THIS ORDINANCE HEREFTER SET OUT, WHICH ADOPTS BY REFERENCE, WITH CERTAIN AMENDMENTS, THE INTERNATIONAL BUILDING CODE 2015 EDITION, INTERNATIONAL RESIDENTIAL CODE 2015 EDITION, AND THE INTERNATIONAL EXISTING BUILDING CODE PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., REGULATING BUILDING CONDITIONS AND REQUIREMENTS IN THE CITY OF MARSHALLTOWN, IOWA; AND CONTINUE A BUILDING

DEPARTMENT AND PROVIDING FOR A BUILDING OFFICIAL THEREOF, AND DEFINING THEIR POWERS AND DUTIES IN THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREOF; AND BY REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THERE WITH.

Documents:

[ORD IBC BUILDING.pdf](#)

2. Ordinance 14985 Adopting 2015 Fire Code, First Reading
AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF MARSHALLTOWN, IOWA, BY REPEALING CHAPTER 91 THERE OF ENTITLED "FIRE PREVENTION CODE," CONSISTING OF THE INTERNATIONAL FIRE CODE (IFC), 2006 EDITION AS AMENDED; AND ENACTING AND ADOPTING A NEW CHAPTER 91 IN LIEU THEREOF ENTITLED "FIRE PREVENTION CODE," BEING THIS ORDINANCE HEREAFTER SET OUT, WHICH ADOPTS BY REFERENCE, WITH CERTAIN AMENDMENTS, THE INTERNATIONAL FIRE CODE 2015 EDITION, INCLUDING APPENDICES A, B, C, D, E, F, G, H, I, J, K, L, AND M AND PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., REGULATING CONDITIONS HAZARDOUS TO LIFE AND/OR PROPERTY FROM FIRE OR EXPLOSION IN THE CITY OF MARSHALLTOWN, IOWA; AND CONTINUE A BUREAU OF FIRE PREVENTION AND PROVIDING OFFICERS THEREOF, AND DEFINING THEIR POWERS AND DUTIES IN THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREOF; AND REGULATION THE PROHIBITION, STORAGE, HANDING AND USE OF FLAMMABLE OR COMBUSTIBLE OR HAZARDOUS MATERIAL, AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF; AND BY REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THERE WITH

Documents:

[Ordinance 2015 IFC.pdf](#)

3. ORDINANCE 14986 PROVIDING FOR THE DIVISION OF TAXES LEVIED ON TAXABLE PROPERTY IN AMENDMENT NO. 7 TO THE URBAN RENEWAL PLAN FOR MARSHALLTOWN URBAN RENEWAL AREA NO. 3, PURSUANT TO SECTION 403.19 OF THE CODE OF IOWA, FIRST READING

Documents:

[2019OrdinanceAmdmtNo.7URNo. 3Marshalltown422742-33-v1.pdf](#)

I. PUBLIC COMMENT

Members of the public may make comments on any item which was not on the agenda during this time. The speaker shall approach the microphone, and state his or her name and address. Comments shall be limited to

three minutes, unless a longer comment is authorized by the Mayor. The speaker shall direct comments to the Mayor and to the Council as a whole. The Mayor and Councilors shall not engage in discussion or debate on items raised by members of the public, and no action may be taken on items raised in public comments in order to comply with open meetings laws.

J. **ADJOURN**

Please visit the City's website for the complete agenda packet and to subscribe to agenda notices and department news. www.marshalltown-ia.gov

COUNCIL PROCEEDINGS

June 13, 2019

The Marshalltown City Council met in special session on June 13, 2019, at 10:00 am in Council Chambers at City Hall. Mayor Greer called the meeting to order at 10:04 am with Council members Isom and Wirin joining by phone. Present: Gowdy, Hoop, Isom, Martin, Wirin. Absent: Cahill, Lamer

Martin moved to adopt RESOLUTION 2019-125 ORDERING CONSTRUCTION OF THE SOUTH 4TH AVENUE FROM ANSON STREET TO ANSON PARK PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS, BEING PROJECT NUMBER STR19001, second by Gowdy. The project is funded by road use tax. Resolution adopted 5-0.

With no other business, the meeting adjourned at 10:09 am.

/s/ Shari L. Coughenour, CMC, City Clerk

Council Proceedings
June 10, 2019

Mayor Greer called the meeting to order at 5:30 PM, June 10, 2019, in the Council Chambers at 10 W State Street and led the pledge of allegiance. Roll call- Present: Cahill, Gowdy, Hoop, Isom, Lamer. Absent: Wirin. Actively participating by speakerphone: Martin.. Hoop thanked the street department for working on fixing the potholes; Cahill thanked those that participated in the Downtown Master Plan process.

CONSENT AGENDA: Isom moved to adopt the consent agenda: Approve Minutes For 5/28/2019, And Bill List In The Amount Of \$1,657,460.97; RESOLUTION 2019-115 DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND AUTHORIZING SALE OR TRADE THEREOF, 1997 16' ALUMACRAFT BOAT AND 1997 YACHT CLUB TRAILER; RESOLUTION 2019-117 APPROVING A CONTRACT FOR ROADWAY MAINTENANCE SERVICES AT THE IOWA VETERANS HOME BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND THE IOWA DEPARTMENT OF TRANSPORTATION CREATED PURSUANT TO CHAPTER 28E.12 OF THE IOWA CODE; RESOLUTION 2019-118 APPROVING A CONTRACT FOR ROADWAY MAINTENANCE SERVICES AT THE IOWA HIGHWAY 14 FROM IOWA AVENUE TO WOODLAND STREET BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND THE IOWA DEPARTMENT OF TRANSPORTATION CREATED PURSUANT TO CHAPTER 28E.12 OF THE IOWA CODE; second by Cahill. Motion carried 6-0.

Isom moved to adopt RESOLUTION 2019-116 APPROVING A CONTRACT FOR SERVICES BETWEEN NEI3A AND THE CITY OF MARSHALLTOWN, IOWA, MARSHALLTOWN MUNICIPAL TRANSIT DIVISION, second by Cahill. Resolution adopted 5-1, Gowdy dissenting.

MOTIONS

Martin moved to approve the new New Liquor License Application: Eppo Productions, 20 W State, July 6, 2019, second by Cahill. Singer Jason Brown will be performing to benefit the Veterans' Memorial Coliseum fundraiser. The liquor service area will include State Street from 1st Street to Center Street and some adjacent city parking lots. Jake Rowley, 718 S Center, contacted Johnsonville Brats. Motion carried 6-0.

RESOLUTIONS

Cahill moved to adopt RESOLUTION 2019-119 ALLOWING OPEN CONTAINERS ON PUBLIC WAYS FOR THE VETERANS MEMORIAL COLISEUM BENEFIT CONCERT BY JASON BROWN/EPPRO PRODUCTIONS ON JULY 6, 2019, second by Isom. Residents discussed bounce houses and insurance. Resolution adopted 5-1, Hoop dissenting.

Isom moved to adopt RESOLUTION 2019-120 CLOSING CITY OFFICES TO THE PUBLIC FOR A CITY IN-SERVICE DATE ON FRIDAY, JULY 5, 2019, second by Cahill. City street department has the day off due to their union contract and other staff will be reassigned to prepare for the July 6 Jason Brown Concert on Friday, July 5. Resolution adopted 6-0.

Isom moved to adopt RESOLUTION 2019-121 DESIGNATING THE USE OF INSURANCE PROCEEDS FOR THE REPLACEMENT OF AN OUTDOOR SHELTER AT WEST END PARK TO THE DEVELOPMENT A MASTER PLAN FOR WEST END PARK, second by Gowdy. Neal Delal, President of the 13th Street District spoke in support. Leigh Bauder, 407 Orchard Drive reminded the council about including a splash pad. The shelter was destroyed by the July 18, 2019, tornado. Staff recommends utilizing a portion of the insurance proceeds for development of a master park plan for the West End area. The insurance reimbursement is estimated at about \$36K, with the plan estimated at \$13,000. Bolton and Menk are recommended for the plan as they have experience with the overall park master plan. Resolution adopted 5-1, Lamer dissenting.

Lamer moved to adopt RESOLUTION 2019-122 APPROVING AN AGREEMENT WITH THE FISHER COMMUNITY CENTER BOARD OF TRUSTEES AND THE FISHER GOVERNOR FOUNDATION FOR THE PUBLIC USE OF THE FISHER COMMUNITY CENTER, second by Isom. City taxes have supported the operations of the Fisher Community center for years at a \$72,000 per year rate. An increase of 11 cents per \$1,000 taxable value is recommended, with a total funding rate of \$100,000 and was approved with the 2019-2020 budget. The agreement finalizes how the city tax dollars may be utilized by the Fisher Community Center. Paul Gregoire, Chair of the Fisher Community Center Trustees was present to answer questions and noted the center is needing some care and the increase will allow for some of those issues to be addressed. The Chamber provides accounting services for the trustees and the foundation. Resolution adopted 6-0.

Isom moved to adopt RESOLUTION 2019-123 SETTING PUBLIC HEARING FOR THE PURPOSE OF REVIEWING A \$500,000 IOWA ECONOMIC DEVELOPMENT AUTHORITY CDBG PROJECT APPLICATION, second by Cahill. Staff noted the council has already approved application for the grant project, which requires a public hearing prior to acceptance. Resolution adopted 6-0.

PUBLIC HEARING

Mayor Greer called the public hearing open at 6:07 pm regarding subordination of the city’s position on a recorded lead lien for property improvement. There were no written or public comments. Housing and Community Development Director Spohnheimer recommended approval of the subordinated lien position as the combined mortgage and proposed subordinated lien are less than the appraised value of the property. Mayor Greer closed the public hearing at 6:08 pm. Isom moved to adopt RESOLUTION 2019-124 ADOPTING TENTATIVE RESOLUTION ACCEPTING THE SUBORDINATION AGREEMENT FOR PROPERTY INTEREST AT 7 E LINCOLN STREET, MARSHALLTOWN, IOWA 50158, LEAD ABATEMENT PROJECT 53516071, second by Cahill. Resolution adopted 6-0.

ORDINANCES:

Mayor Greer called the public hearing open at 6:09 pm regarding the recodification of the City Code. There were no written or public comments. The city code will be available online and searchable. Mayor Greer closed the public hearing at 6:10 pm.

Lamer moved to adopt the ordinance and the third reading of ORDINANCE 14983 ENACTING A CODE OF ORDINANCES FOR THE CITY OF MARSHALLTOWN, IOWA, REVISING, AMENDING, RESTATING, CODIFYING AND COMPILING CERTAIN EXISTING GENERAL ORDINANCES OF THE CITY OF MARSHALLTOWN, IOWA, DEALING WITH SUBJECTS EMBRACED IN SUCH CODE OF ORDINANCES, AND DECLARING AN EMERGENCY, second by Cahill. Third reading and ordinance adopted 6-0.

DISCUSSION

Housing and Community Development Director Spohnheimer reviewed the proposed Marshalltown Downtown Master Plan and thanked the many participants and focus groups involved with the development of the plan. The council will consider accepting the plan at the next regular council meeting. Main Street Director Jenny Etter spoke in support of the plan.

PUBLIC COMMENT:

Library Director Rosenblum announced the Library is open July 5 and they have kicked off the Summer Reading Program. Construction Inspector Larry Atcher was introduced. Mark Eaton, 1007 S 10th Avenue compiled deleted you tube videos and delivered them to the clerk. TR’s summer intern Logan Metzger was introduced to the council.

ADJOURNED:

The meeting adjourned at 6:37 PM

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

Joel T.S. Greer, Mayor

Shari L. Coughenour, CMC, City Clerk

BILL LIST, JUNE 24, 2019

Advertising		IUPAT.PPME/1	917.92
T-R/6	620.24	Meskwaki Nation/1	321.23
Trending.Media/6	373.00	Mtwm.Wtrwrks/1	5,687.89
Buildings/Improvements		Teamsters238/2	1,602.84
Marshall.Glass/1	241.14	Texas.Child.Sup/2	252.57
Story.Constr/1	18,366.45	TotalAdmin.Serv/4	8,860.43
Consulting & Professional Fees		Payroll.Net	
AHLERS.COONEY/1	55.00	Payroll/1	288,281.36
BERENS-TATE/1	2,500.00	Refund/Reimbursed	
Bernie.Lowe/1	16.77	/0	190.16
Bernie.Lowe.Asc/1	2,912.00	Baker.Taylor/4	291.76
Bolton&Menk.Inc/5	10,878.84	BRODART.CO/1	245.00
Dorsey&Whitney/1	4,500.00	CARACOZA,T/1	21.93
Fox.Engrg.Assc/2	1,984.00	CORREA,M/1	105.00
Grimes.Buck.Sch/1	2,205.00	DIRKS,M/1	75.00
HDR.Engrg/2	10,870.17	EICHER,D/1	31.33
Howard.R.Green/1	7,033.50	EIGENBERGER,D/1	21.76
IA.Treasurer/1	279.15	FINCH,S/1	295.00
Iowa.One.Call/2	383.90	Fox,M/1	38.68
Lynch.Dallas.PC/5	3,522.30	Gllgen,R/1	31.33
RDG.Planning/1	5,781.10	Graves,R/1	53.31
S.E.H.Inc./1	6,000.00	Hayes,T/1	5.99
Speer.Financial/1	4,000.00	IA.Treasurer/1	138.00
Story.Constr/1	24,272.57	Ladehoff,D/1	31.33
Wellmark.Inc./1	10,861.73	Lavender,C/1	62.67
Contracts		LUCAS,H/1	24.76
Aramark.Unfrm/2	39.36	MicroMarketing./1	46.95
AVERY,L/1	5,270.00	Midwest.Tape/4	224.82
BDH/10	6,305.50	MILLER,L/1	24.76
Biblioteca.LLC/1	4,391.34	MITCHELL,M/1	24.76
Bjelland.Plmbg/7	20,978.06	MORGAN,M/1	24.76
Bolton&Menk.Inc/4	7,869.00	Open.Edge/1	250.00
City.Laundering/1	50.60	PettyCash/1	0.40
CRADLEPOINT/1	452.46	Rankin,C/1	30.03
FINCO.TREE.WOOD/1	3,725.00	TotalAdmin.Serv/1	-1,630.52
Hanke,R/2	360.80	Wellmark.Inc./1	-1,764.87
Hansen,S/2	766.00	WITTKOP,J/1	90.00
Ia.Div.Labor/1	40.00	Service/Repairs	
IA.Dpt.Safety/1	295.80	A.S.I.Signage/1	320.50
Lansing.Bros/1	3,080.00	Airgas.U.S.A./1	29.38
Marsh.Co.Landfi/1	51.15	AJ.BODY.SHOP/1	1,752.00
MarshalltownCBD/1	6,500.00	American.P.W.A/1	1,020.00
Mikes.Turf.Righ/1	450.00	Background.Inv./4	501.90
Mtown.CVB/1	59,342.19	Beecken,H/5	3,195.00
Municipal.Band/2	6,749.08	BELFOR.USA.INC/1	921,126.20
O.C.L.C.Inc/1	905.21	BG.HVAC.INC/1	98.00
Open.Edge/1	66.57	BRAMMER,R/2	1,250.00
Premier.Equip/7	173.55	Century.Laundry/1	305.85
Racom.Corp/2	221,916.33	Century.Link/76	1,042.66
Safety-Kleen/1	147.50	Centurylink.Id/5	9.53
Schendel.Pest.C/5	242.00	CGA.PROPERTIES/1	8,371.75
Schumacher.Elev/1	214.90	CLEAR.SPAN/2	75,627.67
Servicemaster/2	2,772.00	Devig,T/4	495.00
Stericycle.Inc/2	80.37	E.M.S.I.INC/1	10,050.00
Stone.Sanit/1	115.56	Gale-Hazen,E/1	210.00
Summit.Comp/1	165.00	Gale-Hazen,K/1	210.00
Unique.Mgmt.Svc/1	125.30	Hannam.Autom/1	2,000.00
Verizon.Connect/1	435.30	Hartwig.Plmbg/3	382.70
VULCAN.INDUSTRI/1	133,898.00	Heart.of.Iowa/4	430.18
Equipment		Hogeland.Auto.P/1	62.50
IPROJECT.SOLTNS/1	7,900.00	Ia.Div.Labor/1	120.00
Land & Improvements		IA.Treasurer/2	13,607.00
CLARK,J/1	12,540.00	IA.WESTERN.COLL/1	250.00
SPRINGER,L/1	14,745.00	Interst.Ind.Srv/1	836.00
Library Books		Interstate.Powe/1	4,074.20
Baker.Taylor/17	1,830.11	IPROJECT.SOLTNS/1	375.00
BRODART.CO/5	1,057.36	Kapaun.Brown/1	296.00
Cengage.Learnng/7	316.92	Ledford,M/8	2,800.00
Diamond.Lake/2	176.55	LENZ,D/1	460.00
EBSCO.Subscr/1	6,054.00	M.A.T.A.I./1	90.00
MicroMarketing./4	512.86	M.Co.Recorder/2	14.00
Midwest.Tape/1	20,000.00	MAIN.ST.REAL.ES/1	2,539.50
Mt.Library.Serv/1	40.00	Marshall.Glass/1	272.00
OVERDRIVE,INC./1	81.95	McAtee.Tire/4	281.80
PENWORTHY.CO/1	402.68	ONE.SOURCE/3	165.00
Scholastic.Libr/1	143.64	PettyCash/4	10.13
Medical		PettyCash-Libry/1	5.89
Bernie.Lowe/1	607.92	R.R.Services/1	10,148.69
HARTFORD.ACCTS/1	6,801.25	Racom.Corp/2	741.25
McFarland.Cl/1	57.20	ROSENBLUM,S/1	440.00
Medtrak.Service/4	853.82	Servicemaster/1	3,306.18
Occ.Med.Plus/1	530.00	SWANK.MOVIE.LIC/1	551.00
Unity.Point.Clc/1	42.00	UBT/2	108.03
Wellmark.Inc./5	208,549.71	UNITY.POINT.HEA/1	71.00
Payroll.Deductions		US CELLULAR/1	260.92
American.Educa./1	64.41	Verizon.Wireles/6	513.77
AMS.INC/2	-40.93	Supplies/Parts	
AXA/1	325.00	A.S.I.Signage/1	1,247.00
Collection.Svs./5	1,325.16	Acco.Unlimited/2	2,616.40
Colonial.Life/1	522.21	Airgas.U.S.A./1	98.67
Fidelity.Securi/2	412.69	AJ.BODY.SHOP/1	1,827.50
I.M.W.C.A/1	13,563.00	Arnold.Motor.Su/11	657.14
I.R.S./6	81,077.49	Atlantic.Bottli/1	1,877.76
IA.Treasurer/4	18,357.00	Baker.Taylor/9	182.93
ICMA.457/11	10,791.39	BDH/5	10,942.73
		Bituminous.Mat/1	798.99
		Cessford.Constr/1	9,718.41

BILL LIST, JUNE 24, 2019

Cntrl.IA.Distr/2	757.40
Cntrl.IA.Farm/1	16.07
Cntrl.IA.Machin/1	192.00
Cntrl.Office/6	1,537.94
Concrete/3	533.49
Dave.WrightCDRJ/4	273.80
DEMCO.INCORP./1	23.61
Entenmann.Rovin/1	56.50
Fastenal.Co/3	306.20
Galls.LLC/2	1,047.83
Gillig.LLC/3	1,187.47
Graphic.Edge/1	395.43
Hannam.Autom/1	1,900.00
IA.Pump.Works/1	240.17
Interstate.Powe/1	778.67
Kapaun.Brown/1	502.00
Kieslers/1	143.00
Lift.U/1	300.81
M.Co.Recorder/1	5.25
Marsh.Co.Engr/23	20,149.74
McAtee.Tire/1	641.56
Midland.Scienti/7	1,010.70
Minuteman/3	522.13
Miracle.Recreat/1	55.53
MTWN.SEARS/11	15,079.86
Napa.Auto/9	215.56
Northern.Lights/2	1,625.56
Norton.Greenhse/1	2,173.00
Office.Express/1	658.00
Ohalloran.Inter/1	63.26
PettyCash/1	25.00
Racom.Corp/2	1,360.65
Reliant.Fire.Ap/2	110.12
Sams.Club/3	1,731.49
Schendel.Pest.C/1	560.00
Spahn.Rose.Lmbr/1	493.81
Staples,A/1	1,887.90
STATE.HYGIENIC/1	459.50
Storey.Kenwrthy/1	5,840.00
Streichers.Inc/1	350.00
Trans.IA.Equip/1	724.51
VARI.SALE.CORP/2	1,485.00
Witmer.Public.S/3	909.16
Workspace/3	4,707.94
WW.Grainger/6	677.10
Travel/Training	
Fink,K/1	31.12
Klavenga,J/1	82.99
PettyCash-Libry/2	12.55
Ruiz,J/1	12.01
WARNELL,J/1	72.46
Utilities	
AlliantEnergy/38	39,760.57
Consumr.Energy/2	402.77
Mtwn.Wtrwrks/1	1,083.35
New.CenturyFS/1	638.40
WoodRiver.Enrgy/2	239.42
Total/623	2,537,025.59



Board and Commission Roster

Planning and Zoning Commission

Department: Housing

Dept. Phone: (641) 754-5756

Seven members appointed by the Mayor subject to approval of the City Council; 5 year terms. The Commission shall recommend the boundaries of the various original district and appropriate regulations and restrictions to be enforced therein. In addition, the Commission shall make recommendations for amendments, supplements, changes and modifications of said regulations, restrictions, and boundaries of districts. Meetings will be held the Thursday following the first Council meeting of the month at 5:00 PM.

<u>Term End Date</u>	<u>Member Contact Information</u>		
4/1/2020	Keith E. Bloomquist 2313 Knollway Drive Marshalltown, IA 50158	(641) 751-5075 (641) 753-4020	knollway@mchsi.com Appointed: 2/27/2017
4/1/2024	Jon Boston 1710 Rainbow Drive Marshalltown, IA 50158	(641) 752-2594	jcbost50@yahoo.com <i>reappointed</i> Appointed: 5/28/2019
4/1/2023	Matthew Brodin 315 Harrison Dr Marshalltown, IA 50158	(641) 691-1185	brodin.matt@gmail.com <i>replaces F Nord</i> Appointed: 12/11/2017
4/1/2022	Michele Buzbee 510 Highland Dr Marshalltown, IA 50158	(641) 780-0974	shelmadigan@gmail.com <i>replaces Aimee Deimerly Snyder</i> Appointed:
4/1/2025	Laura Eilers 2916 Jackie Terrace Marshalltown, IA 50158	(641) 780-5443 (641) 752-8800	laeilers@pegglaw.com <i>replaces Sharon Greer</i> Appointed:
4/1/2020	Stephen Valbracht 307 Thunderbird Drive Marshalltown, IA 50158		stevevalbracht@gmail.com Appointed: 3/28/2016
4/1/2024	Jonell Wittkop 2622 S 8th St Marshalltown, IA 50158	(641) 750-7064	jonell@fivestarhometeam.com <i>Replaces A Lins-Eich</i> Appointed:

Monday, June 17, 2019



State of Iowa gender equality statistics

Males - Count / %	4	57.14%
Females - Count / %	3	42.86%
Total Members	7	

BUILDING REPORT FOR THE MONTH OF APRIL 2019

MARSHALLTOWN
— I O W A —

PERMIT NUMBER	OWNER OF IMPROVEMENT	LOCATION OF IMPROVEMENT	TYPE OF IMPROVEMENT	NEW DWELLING	ALTER DWELLING	MINOR BUILDING	MISC. IMPROVEMENT	FEE
25030	Jeffrey Paul Homes, LLC	2901 Jackie Terrace	New Dwelling/Garage	\$220,000				\$1,714
25031	CIRSI (storm)	111 East Linn Street	Alter Building				\$59,000	\$707
25032	Bob Streeter	808 West Linn Street	Demolish Garage					\$25
25033	Phil Henning	1709 Robertson Drive	Alter Dwelling		\$6,000			\$125
25034	Tony Reed	2007 Gethmann Drive	Alter Dwelling/Garage		\$57,000			\$693
25035	Jose Regalado (storm)	26 North 1st Avenue	Demolish Building					\$25
25036	New Horizons,	106 East Church St.	Alter Building				\$40,000	\$542
25037	Robert Olson	1308 South 12th Ave.	New Building				\$123,000	\$1,198
24038	Dave Mercer	101 IA. Ave. W.#400	Alter Building				\$42,000	\$562
24039	Khamthanh Soukhavang (storm)	423 Swayze Street	Alter Dwelling		\$5,000			\$111
25040	Timothy Sletten	302 North 2nd Street	New Garage			\$9,000		\$167
25041	Dean Lawthers (storm)	614 Fremont Street	Demolish Garage					\$25
25042	Dean Lawthers (storm)	614 Fremont Street	New Garage			\$10,000		\$181
25043	Victor Ekvall	1705 South 6th Street	Alter Dwelling/Garage		\$18,000			\$293
25044	Patrick Hageman	2006 West Main Street	New Garage			\$11,000		\$195
25045	JBS USA	402 North 10th Avenue	Alter Building				\$443,000	\$3,052
25046	Hugo Silva (storm)	109 North 2nd Avenue	Demolish Garage					\$25
25047	Hugo Silva (storm)	109 North 2nd Avenue	New Garage			\$11,000		\$195
25048	Kapaun & Brown Inc.	1002 W. Lincolnway	Alter Building				\$87,000	\$903
25049	Bobcat Academy	1910 South Center St.	Alter Building				\$7,000	\$139
25050	CIRSI	1002 South 12th Ave.	Alter Building				\$8,000	\$153
25051	Emliano Medina (storm)	108 North 10th Ave.	New Garage			\$11,000		\$195
25052	Emliano Medina (storm)	108 North 10th Ave.	Demolish Garage					\$25
25053	Ruben Sanchez (storm)	101 North 10th Avenue	Demolish Garage					\$25
25054	Ruben Sanchez (storm)	101 North 10th Avenue	New Garage			\$9,000		\$167
25055	JBS USA	319 North 10th Ave.	Demolish Dwelling					\$25
25056	City of Marshalltown	24 North Center St.	Demolish Portion Bldg.					Fee Waived
			TOTALS:	\$220,000	\$86,000	\$61,000	\$809,000	\$11,467
			TOTAL IMPROVEMENT AMOUNT: \$1,176,000					
				Units	Permits	Permits	Permits	Demo Permits
Scott A. Riemenschneider, Chief Building Official			# OF PERMITS:	1	1	4	6	8

Building Division Improvement Value & Fee Summary - April 2019

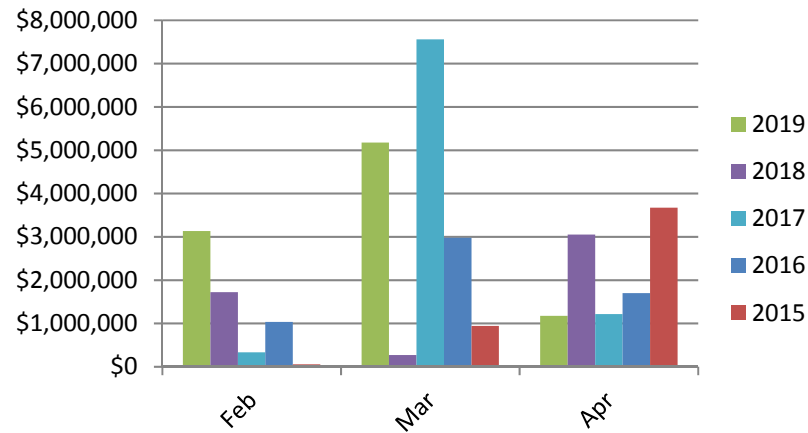
Total Improvement Value Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2019	\$903,000	\$3,132,000	\$5,177,000	\$1,176,000									\$10,388,000
2018	\$205,000	\$1,722,000	\$271,000	\$3,050,000									\$5,248,000
2017	\$74,000	\$331,000	\$7,559,000	\$1,214,000									\$9,178,000
2016	\$479,000	\$1,034,000	\$2,977,000	\$1,699,000									\$6,189,000
2015	\$0	\$57,000	\$941,000	\$3,671,000									\$4,669,000

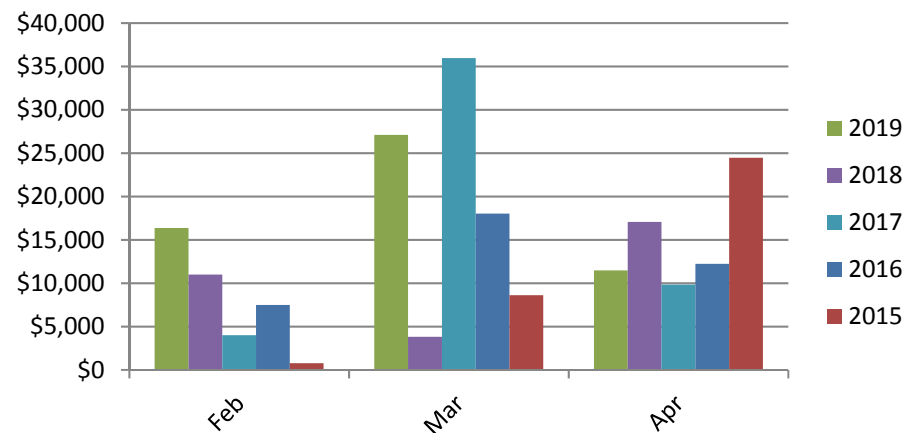
Total Fees Received Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2019	\$6,828	\$16,366	\$27,102	\$11,467									\$61,763
2018	\$1,114	\$10,996	\$3,815	\$17,067									\$32,992
2017	\$1,006	\$3,995	\$35,959	\$9,819									\$50,779
2016	\$3,860	\$7,490	\$18,014	\$12,229									\$41,593
2015	\$0	\$762	\$8,610	\$24,464									\$33,836

Total Improvement Value Comparison



Total Fees Received Comparison



BUILDING REPORT FOR THE MONTH OF MAY 2019

MARSHALLTOWN
IOWA

PERMIT NUMBER	OWNER OF IMPROVEMENT	LOCATION OF IMPROVEMENT	TYPE OF IMPROVEMENT	NEW DWELLING		ALTER DWELLING	MINOR BUILDING	MISC. IMPROVEMENT	FEE
25057	Lydall Sealing Solutions	410 South 1st Avenue	New Building					\$38,000	\$522
25058	Lydall Sealing Solutions	411 South 1st Avenue	New Building					\$38,000	\$522
25059	Marshalltown Company	104 South 8th Avenue	Alter Building					\$100,000	\$994
25060	Big 8 Tyre Center (storm)	102 East State Street	Alter Building					\$95,000	\$959
25061	Rigoberto Alcala (storm)	307 Bromley Street	Demolish Dwelling						\$25
25062	Barry Holmes	912 West Boone Street	Demolish Dwelling						\$25
25063	Orton Homes	2505 South 8th Street	New Dwelling/Garage		\$250,000				\$1,894
25064	Aaron Benscoter	208 East Church Street	Alter Building					\$15,000	\$251
25065	Alliant Energy	2115 East Nevada St.	New Building					\$85,000	\$889
25066	Victor Meraz	1503 S. Center Street	Alter Dwelling			\$4,000			\$97
25067	Morris Rentals,LLC	6 North 11th Avenue	New Garage				\$13,000		\$223
25068	Maria Villasenor	311 South 3rd Street	Alter Dwelling			\$4,000			\$97
25069	Main Street Real Estate	216/218 E. Main St.	New Awning					\$3,000	\$83
25070	Bob Streeter	808 West Linn Street	New Garage				\$11,000		\$195
25071	Ruth Sosa (storm)	410 Fremont Street	Demolish Garage						\$25
25072	Ruth Sosa (storm)	410 Fremont Street	New Garage				\$8,000		\$153
25073	Thomas Hallam (storm)	9 North 13th Street	Demolish Garage						\$25
25074	Thomas Hallam (storm)	9 North 13th Street	New Garage				\$4,000		\$97
25075	Robert Burr (storm)	302 North 6th Street	Demolish Por.Dwelling						\$25
25076	Robert Burr (storm)	302 North 6th Street	Alter Dwelling			\$20,000			\$321
25077	Maria Cerda (storm)	15 North 9th Avenue	Demolish Garage						\$25
25078	Maria Cerda (storm)	15 North 9th Avenue	New Garage				\$8,000		\$153
25079	Carlos Herrera (storm)	704 East State Street	Demolish Garage						\$25
25080	Carlos Herrera (storm)	704 East State Street	New Garage				\$7,000		\$139
25081	Victoria Cervantes (storm)	108 North 4th Avenue	Alter Dwelling			\$10,000			\$181
25082	Jose Regalado (storm)	27-31 North 1st Avenue	Demolish Building						\$25
25083	Wal-Mart	2802 South Center St.	Alter Building					\$49,000	\$632
25084	Vanessa Engel (storm)	1917 Summit Street	Demolish Garage						\$25
25085	Vanessa Engel (storm)	1917 Summit Street	New Garage				\$9,000		\$167
25086	Terry Heil (storm)	1711 Summit Street	New Shed				\$5,000		\$111
25087	Jim Stanton	2213 Maple Blvd.	Alter Dwelling			\$60,000			\$714
25088	Scott Bowie	208 South 16th Ave.	New Garage				\$6,000		\$125
25089	Louis Hoffert	2230 Gary Court	New Shed				\$6,000		\$1,215
25090	Dennis Grabenbauer	140 South 29th Street	New Garage				\$22,000		\$349
			TOTALS:		\$250,000	\$98,000	\$99,000	\$423,000	\$11,308
			TOTAL IMPROVEMENT AMOUNT:		\$870,000				
				Units	Permits	Permits	Permits	Permits	Demo Permits
Scott A. Riemenschneider, Chief Building Official			# OF PERMITS:	1	1	5	11	8	9

Building Division Improvement Value & Fee Summary - May 2019

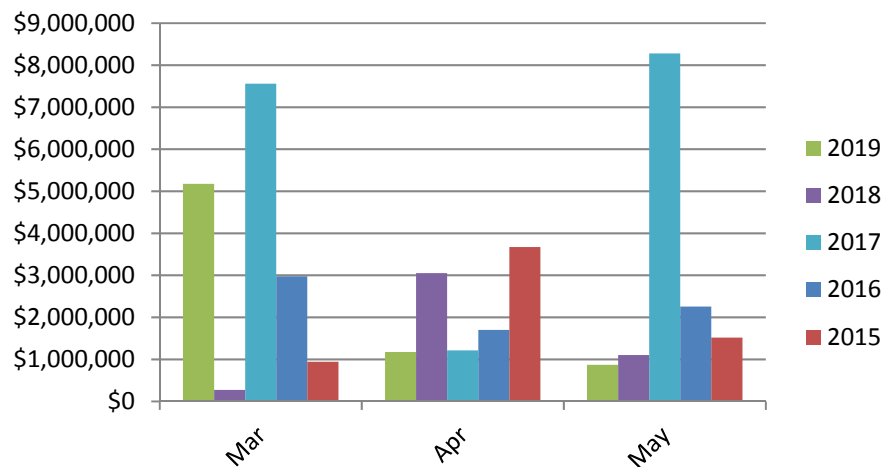
Total Improvement Value Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2019	\$903,000	\$3,132,000	\$5,177,000	\$1,176,000	\$870,000								\$11,258,000
2018	\$205,000	\$1,722,000	\$271,000	\$3,050,000	\$1,104,000								\$6,352,000
2017	\$74,000	\$331,000	\$7,559,000	\$1,214,000	\$8,277,000								\$17,455,000
2016	\$479,000	\$1,034,000	\$2,977,000	\$1,699,000	\$2,257,000								\$8,446,000
2015	\$0	\$57,000	\$941,000	\$3,671,000	\$1,516,000								\$6,185,000

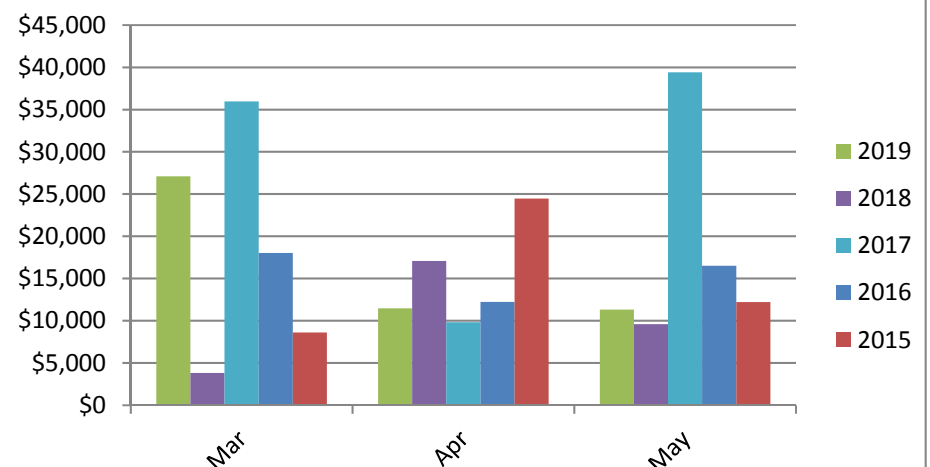
Total Fees Received Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2019	\$6,828	\$16,366	\$27,102	\$11,467	\$11,308								\$73,071
2018	\$1,114	\$10,996	\$3,815	\$17,067	\$9,589								\$42,581
2017	\$1,006	\$3,995	\$35,959	\$9,819	\$39,400								\$90,179
2016	\$3,860	\$7,490	\$18,014	\$12,229	\$16,500								\$58,093
2015	\$0	\$762	\$8,610	\$24,464	\$12,214								\$46,050

Total Improvement Value Comparison



Total Fees Received Comparison



CITY OF MARSHALLTOWN

APPLICATION FOR A TREE TRIMMER LICENSE

TREE TRIMMER LICENSES MUST BE APPROVED BY THE CITY COUNCIL OF MARSHALLTOWN

Name of Business: Avery's Tree Service
Address of Business: 702 15th St Eldora IA 50627
Business Telephone: 641-858-6812
Owner(s) of Business: Avery C. Griffin
Home Address/
Telephone of Owners: 702 15th St Eldora IA 50627 - 641-858-6812
If incorporated, is business authorized to transact business in the State of Iowa? yes
Sales Tax Number: XXX

If title is a trade name, has such name been registered? yes
Date of commencement of business: 4-19-19

Has Owner(s) ever been convicted for violation of the law other than minor traffic offenses?
Yes No X (A conviction record will not necessarily be a bar to approval. Factors such as nature and seriousness of the violation, age at time of the offense, and rehabilitation will be taken into account.) If you answered yes or if you are unsure, please explain:

EQUIPMENT TO BE USED IN TREE TRIMMING BUSINESS:

VEHICLES/MAJOR EQUIPMENT	LICENSE PLATE NUMBERS	OWNER(S)
<u>Chevrolet</u>	<u>GP6682</u>	<u>Avery</u>
<u>Trailer</u>	<u>CP 7330</u>	<u>Avery - Will</u>

An Up-To-Date Certificate of Insurance showing liability insurance and worker's compensation coverage must be filed with the City Clerk prior to Issuance of a Tree Trimmer License
Date Insurance Certificate Received 4-19-19

Avery C. Griffin
Applicant

[Signature]
Applicant

Date: 20875 4/10/19
\$25.00 Fee paid

Approved by City Council on

City Administrator

7/98

Please remember that all brush and tree trimmings must be disposed of in a proper and legal fashion



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Ibeling Insurance Services
605 Main St.
Ackley, Iowa 50601

CONTACT NAME: Betsy Harms
PHONE (A/C, No. Ext): 641-847-3555 FAX (A/C, No.): 641-847-3556
E-MAIL ADDRESS: betsy@ibelinginsurance.com

INSURED
Avery's Tree Service
702 15th Street
Eldora, IA 50627

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Western World Insurance Co	13196
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			2737326A	04/19/19	04/19/20	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COM/PROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	☐ OCCUR					\$
	EXCESS LIAB	☐ CLAIMS-MADE					EACH OCCURRENCE \$
	DED ☐ RETENTION \$						AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A				WC STATUTORY LIMITS \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

SAMPLE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CITY OF MARSHALLTOWN

APPLICATION FOR A TREE TRIMMER LICENSE

TREE TRIMMER LICENSES MUST BE APPROVED BY THE CITY COUNCIL OF MARSHALLTOWN

Name of Business: Arbor Way All About Trees
 Address of Business: 417 Howard St. Po Box 2102 St. Anthony, IA 50239
 Business Telephone: 515 509 0809 / 515 357 7111
 Owner(s) of Business: Nick Plumski Jeremy Plumski
 Home Address/ Telephone of Owners: Nick: Phone 320 232 3696 / Jeremy: 320 360 2151
address same as business McCausburg, IA

If incorporated, is business authorized to transact business in the State of Iowa? _____

Sales Tax Number: 185021050

If title is a trade name, has such name been registered? _____

Date of commencement of business: 4-8-2014

Has Owner(s) ever been convicted of violation of the law other than minor traffic offenses?

Yes _____ No X (A conviction record will not necessarily be a bar to approval. Factors such as nature and seriousness of the violation, age at time of the offense, and rehabilitation will be taken into account.) If you answered yes or if you are unsure, please explain:

EQUIPMENT TO BE USED IN TREE TRIMMING BUSINESS:

VEHICLES/MAJOR EQUIPMENT	LICENSE PLATE NUMBERS	OWNER(S)
GMC 6500	GZW091	Nick & Jeremy Plumski ↓
F-550	DNN281	
Volvo Cabover	FJK751	
Mobark Chipper	N/A	

An Up-To-Date Certificate of Insurance showing liability insurance and worker's compensation coverage must be filed with the City Clerk prior to Issuance of a Tree Trimmer License

Date Insurance Certificate Received _____

Applicant _____

Applicant _____

Date: _____

\$25.00 Fee paid _____

6/24/19
 Approved by City Council on _____

City Administrator _____

CITY OF MARSHALLTOWN

APPLICATION FOR A TREE TRIMMER LICENSE

TREE TRIMMER LICENSES MUST BE APPROVED BY THE CITY COUNCIL OF MARSHALLTOWN

Name of Business: Arbor Way All About Trees

Address of Business: 417 Howard St. Po Box 2102 St. Anthony, IA 50239

Business Telephone: 515 509 0809 / 515 357 7111

Owner(s) of Business: Nick Plumski Jeremy Plumski

Home Address/ Telephone of Owners: Nick: Phone 320 232 3696 / Jeremy: 320 360 2151
address same as business McCausburg, IA

If incorporated, is business authorized to transact business in the State of Iowa? _____

Sales Tax Number: 185021050

If title is a trade name, has such name been registered? _____

Date of commencement of business: 4-8-2014

Has Owner(s) ever been convicted of violation of the law other than minor traffic offenses?

Yes _____ No X (A conviction record will not necessarily be a bar to approval. Factors such as nature and seriousness of the violation, age at time of the offense, and rehabilitation will be taken into account.) If you answered yes or if you are unsure, please explain:

EQUIPMENT TO BE USED IN TREE TRIMMING BUSINESS:

VEHICLES/MAJOR EQUIPMENT	LICENSE PLATE NUMBERS	OWNER(S)
GMC 6500	GZW091	Nick & Jeremy Plumski ↓
F-550	DNN281	
Volvo Cabover	FJK751	
Mobark Chipper	N/A	

An Up-To-Date Certificate of Insurance showing liability insurance and worker's compensation coverage must be filed with the City Clerk prior to Issuance of a Tree Trimmer License

Date Insurance Certificate Received _____

Applicant _____

Applicant _____

Date: _____
 \$25.00 Fee paid _____

Approved by City Council on _____

City Administrator _____

7/98

Please remember that all brush and tree trimmings must be disposed of in a proper and legal fashion



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
LMC Insurance & Risk Management, Inc.
4200 University Ave., Suite 200
West Des Moines IA 50266-5945

CONTACT NAME: Monica Lynch
PHONE (A/C, No, Ext): 515-237-0141 **FAX (A/C, No):** 515-244-9535
E-MAIL ADDRESS: monica.lynych@lmcins.com

INSURED
Arbor Way All About Trees LLC
417 Howard St.
PO Box 2102
Saint Anthony IA 50056

ARBOWAY-01

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : SECURA Insurance, A Mutual Company		22543
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 508398067**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		CP3251069	3/17/2019	3/17/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			A3251070	3/17/2019	3/17/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE ☒ RETENTION \$ 10,000			CU3251071	3/17/2019	3/17/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Marshalltown, City Hall is listed as Additional Insured where required by contract with respects to the General Liability policy per form CGT1000 (10/01)

CERTIFICATE HOLDER**CANCELLATION**

City of Marshalltown
City Hall
24 North Center St.
Marshalltown IA 50158

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Joel Greer, Mayor
Jessica Kinser, City Administrator
Michael W. Tupper, Chief of Police
22 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5725
Fax - (641) 752-1211

TO: Mayor Joel Greer
Members of the Marshalltown City Council
Jessica Kinser, City Administrator

FROM: Michael W. Tupper
Chief of Police

DATE: June 18, 2019

RE: Marshalltown Police Department Patrol Vehicle Purchase FY 19-20

Policy Issue: City policy requires governing body approval of all vehicle purchases.

Recommendation: Staff recommends approving the purchase of two, 2020 Ford Interceptor SUV police package vehicles from Jensen Ford (Marshalltown, Iowa). These vehicles will be utilized in the police department's uniform patrol division as marked police vehicles. As part of this purchase, staff recommends approval of trading a 2014 model Chevrolet Tahoe police package vehicle and a 2014 Dodge Charger police package vehicle that are currently owned by the City of Marshalltown. Both vehicles are being retired from the police department's patrol fleet due to increasing maintenance concerns.

Background: The police department has a 2014 model Chevrolet Tahoe police package vehicle (82,200 miles) and a 2014 model Dodge Charger police package vehicle (85,000 miles) that have dependability and maintenance concerns after five years of use as marked police vehicles. The police department each year carefully reviews our fleet needs and evaluates the operational viability of each vehicle. Due to mechanical and maintenance concerns, these two vehicles no longer can be used effectively as emergency response vehicles. Staff recommends it be in the best interest of the City to retire these vehicles from the police fleet. The department has planned to replace these vehicles as part of the Capital Improvement Plan (CIP) budget. The police department has budgeted \$120,000.00 for the purchase of patrol vehicles in the CIP budget for FY 19-20. This budget includes the purchase of the vehicles, emergency vehicle equipment and installation of necessary emergency equipment.

The police department has utilized Ford Interceptor police package vehicles over the past few of years. We have been very satisfied with the overall performance and affordability of these vehicles. Police department staff contacted multiple Ford vendors seeking quotes for police package Interceptors. Two vendors, Stivers Ford and Jensen Ford, responded to our request. Stivers has the state bid package for Ford Interceptor police vehicles. Additionally, department staff sought quotes for trade value on the aforementioned 2014 Chevrolet Tahoe and 2014 Dodge Charger. Jensen Ford submitted the most economical proposal for the purchase of two new police package vehicles. Jensen Ford is able to provide police vehicles that meet our operational needs. The department is also pleased to be able to purchase police vehicles from a local vendor.

Jensen Ford will order two, 2020 Ford Interceptor police package vehicles for us at a purchase price of \$37,256.00 each or a total cost of \$74,512.00. Jensen has offered trade value of \$11,000.00 for the 2014 Chevrolet Tahoe and \$9,500.00 for the 2014 Dodge Charger. Less trade value on these two vehicles, the purchase price of the two new vehicles is \$54,012.00. This purchase price does not include the purchase and installation of necessary

CITY COUNCIL

Sue Cahill, Mike Gowdy, Al Hoop, Gabe Isom,
Leon Lamer, Bill Martin, Bethany Wirin

emergency vehicle equipment. This purchase price does not include the marking of these vehicles so they will be identifiable as police vehicles.

Budget Impact: The CIP budget for FY 19-20 has sufficient funds for this vehicle purchase.

Misc: MPD staff will be present at the June 24, 2019, meeting of the Marshalltown City Council to answer questions regarding this proposed police vehicle purchase.

2019-

**RESOLUTION ACCEPTING QUOTE AND AUTHORIZING THE PURCHASE
OF A TWO 2020 FORD INTERCEPTOR SUV POLICE PACKAGE VEHICLES
FROM JENSEN FORD, MARSHALLTOWN, IOWA, PURCHASE COST WITH
TRADE IN, \$54,012**

WHEREAS the City of Marshalltown, Iowa desires to procure two 2020 Ford Interceptor SUV Police Packages Vehicles as marked police vehicles and let bids for this purpose; and

WHEREAS Jensen Ford, Marshalltown, Iowa, submitted the most economical proposal for the purchase, and

WHEREAS the council acknowledges the purchase price does not include the purchase and installation of necessary emergency vehicle equipment or the marking of the vehicles.

WHEREAS acceptance of this quote is in the best interest of the City of Marshalltown.

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

Section 1. That the City of Marshalltown accepts the quote from Jensen Ford, Marshalltown, Iowa, with purchase cost of \$74,512.00 with trade in of \$11,000 for the 2014 Chevrolet Tahoe and \$9,500 for the 2014 Dodge Charger.

Section 2. The Council of the City of Marshalltown is hereby authorized to enter into agreements on behalf of the City of Marshalltown to purchase said vehicle at the above referenced price and conditions.

Passed this 24th day of June, 2019, and signed this __ day of June, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION TRANSFERRING FUNDS FOR FISCAL YEAR 2019-2020

WHEREAS, the fiscal year 2020 adopted budget provides for certain transfers between funds; and

WHEREAS, the Council is now authorizing the actual transfer of funds

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA that the Finance Director
be directed to make said transfers throughout the fiscal year as needed up to the following amounts:

Transferred From	Transferred To	Explanation of activity	Per Adopted Budget	
2016 GO Storm Water Project Fund (300)	Local Option Sales Tax (121)	Move cash to reimburse LOST fund for Storm Water Project expenses	\$	45,000
CIP Tax Collection Fund (300)	Capital Improvement Reserve Fund (030)	Cash is transferred from the capital improvement levy funds where the property taxes were receipted to the CIP fund where expenditures are paid.	\$	508,198
CIP Tax Collection Fund (300)	CIP Large Vehicle/Equipment Fund (032)	Move cash to CIP Large vehicle fund to fund future purchase.	\$	106,000
Emergency Levy Fund (119)	General (001)	Property taxes collected in Emergency fund with the cash being transferred to the general fund	\$	244,683
Employee benefits fund (112)	General (001)	Reimbursement to general fund for employee benefits (FICA, IPERS, group health insurance, workman 's comp, retirees health savings contributions (non-union payout in lieu of sick and vacation based upon guidelines for payouts)	\$	2,693,988
General fund (001)	Transit (690)	Property taxes receipted in General fund (as required) with the cash being transferred to the transit enterprise fund where expenditures are paid.	\$	316,540
Local Option Sales Tax (121)	2018 CY Street Projects Fund (357)	Move cash to capitals projects to fund individual street projects.	\$	265,000
Local Option Sales Tax (121)	Debt Service Fund (200)	Property tax relief from local option sales tax: \$2,418,000 current budgeted revenues + \$390,000 cash balance for property tax relief + \$110,000 Council designated	\$	2,918,000
LOST - Council Desig -Cash Reserves	General (001)	Council designated funds from local option sales tax (LOST) collected to put General Fund budget in balance	\$	8,611
LOST - Council Desig -Cash Reserves	Cash Flow Reserve Fund (010)	Transfer so fund balance in Cash Flow Reserve fund is 15% of General Fund expenses.	\$	50,000
Police & fire retirement (117)	General (001)	Reimbursement to general fund for civil service retirement payments to Municipal Fire & Police Retirement System of Iowa (MFPRSI)	\$	1,122,785
Road use tax fund (110)	General (001)	Reimbursement to general fund for employee wages associated with the public works department	\$	1,206,995
TIF tax collection fund (125)	Debt Service (200)	Portion of 2015, 2011 B refunding bond & 2012A issue paid with tax increment financing property taxes	\$	365,870
TIF tax collection fund (125)	General (001)	Façade project expenses paid by general fund. Cash is transferred from TIF collection fund where the property taxes are collected.	\$	30,000
TIF tax collection fund (125)	TIF District #4 Project Fund (393)	Move cash to capitals projects (City Hall Building System Improvements)	\$	120,666
Total amount of budgeted transfers between funds			\$	10,002,336

Passed, approved and adopted this 24th day of June 2019

Attest: _____ Attest: _____

Mayor

City Clerk

MARSHALLTOWN

— I O W A —

Joel Greer, Mayor
Jessica Kinser, Administrator
Diana Steiner, Finance Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

FINANCE DEPARTMENT

June 20, 2019

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: Approval of FY2020 Transfers between funds

Policy Issue: Council approves transfers between funds.

Recommendation: Staff recommends approving transfers per the FY2020 adopted budget.

Background: Effective April 13, 2019, the City Finance Committee, organized under Iowa Administrative Code, approved changes to Administrative Rules Code 545-2 requiring greater disclosures for all interfund transfers. The rules require cities to provide the originating fund and receiving fund, purpose, and amount of the transfer during the budget process and also require additional resolutions any time transfers exceed the original or amended budget amounts.

Within the attached resolution, staff have outlined the original adopted budget transfers for the fiscal year ending June 30, 2020 with the required explanations. In many instances, the revenue from property tax levies are shown in one fund and then transferred out to the fund where the expenditures are accounted for. Other times, the Council has designated Local Option Sales Tax (LOST) to fund specific items. The funds will be transferred throughout the fiscal year as needed.

Budget Impact: N/A. Total transfers in always equal total transfers out.

Attachment: Resolution Transferring Funds for Fiscal Year 2019-2020

cc: Jessica Kinser, City Administrator

**RESOLUTION AUTHORIZING THE PURCHASE OF A 2019 ELGIN PELICAN NP
STREET SWEEPER FOR THE STREET DEPARTMENT, FROM MACQUEEN
EQUIPMENT FOR THE PRICE OF \$204,280.00**

WHEREAS MacQueen Equipment submitted a price of \$204,280.00, and

WHEREAS acceptance of this amount is in the best interest of the City of Marshalltown.

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

Section 1. That the City of Marshalltown accepts the amount from MacQueen Equipment for said street sweeper in the amount of \$204,280.00

Section 2. The Council of the City of Marshalltown is hereby authorized to enter into agreements on behalf of the City of Marshalltown to purchase said vehicle at the above referenced price and conditions.

Passed this 24th day of June, 2019, and signed this 24th day of June, 2019

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

ELGIN[®]

Subsidiary of Federal Signal Corporation

Pelican[®]



PELICAN® - LEGENDARY, DEPENDABLE PERFORMANCE.

To assure that the legendary Elgin Pelican continues to meet the needs of its customers and the industry, Elgin Sweeper raised the bar again and set a new benchmark for the industry standard. Based on a design that has been continually improved since 1914, the newest Pelican model combines maneuverability, economy, serviceability, and single-lane dumping with a sweep system that easily handles heavy, compacted dirt and bulky debris, as well as smaller particles found in the street. If you need an all-around sweeper with incredible digging power the Pelican is the perfect solution.

- Isolation-mounted cab for cleaner, quieter, more comfortable operation
- Improved 360° visibility
- Incredible ease of operation
- Superior durability, stability, and maneuverability
- Easy access for service and maintenance

Customized with your choice of options, the Pelican is a durable, reliable answer to your sweeper needs.



APPLICATION SOLUTIONS

Elgin Sweeper doesn't offer just one sweeping technology – we take an application-based approach to solving our customers sweeping needs. Our team works with each customer to ensure that you get a machine that fits your specifications, with the right chassis, engine configuration, fuel requirements and options.

POWERFUL SUPPORT

Elgin Sweepers are built for clean, backed for life. Throughout the life of the sweeper, we offer training to your team on proper use and maintenance. We have a world-wide network of experienced dealers with factory trained technicians and a local stock of OEM parts and accessories, to ensure total customer peace of mind.

UNMATCHED QUALITY

The Pelican has roots dating back to 1914 and has been continuously improved in design and production. Elgin sweepers are manufactured in an ISO:9001 certified manufacturing plant. Products are painted prior to assembly and quality tested. Elgin Pelicans are proudly assembled in the U.S.A. using only the finest materials.



UNIQUE SINGLE-ENGINE THREE-WHEEL DESIGN

The durable purpose-built chassis features a compact frame to maximize maneuverability and position the load low and between front wheels for stability. The high steering angle and tight turning radius allow sweeping extremely close to obstacles and following curb lines.

POWERFUL BROOM SYSTEM

Hydraulically-driven free-floating side and main brooms work as a system to sweep material from the curb and street into the debris hopper. Side brooms protrude up to 13 in (330 mm) beyond the tire to capture more curb debris. The large main broom features variable-speed and down-pressure to adapt to changing conditions and follow road contours.

NO-JAM CONVEYOR

No-Jam Conveyor: The Pelican's standard No-Jam chevron belt conveyor features angled molded-in full width cleats that carry more large debris as well as small fines efficiently into the hopper. The chevron belt provides improved hopper loading, better belt tracking, superior debris pick-up, reduced sticking and quieter operation than other belts. Material loads to the front and center first to allow maximum use of the hopper capacity.

360° VISIBILITY AND OPERATOR ERGONOMICS

The Pelican's isolation-mounted cab provides a clean, quiet, and comfortable environment for the operator. Filtered fresh air conditioning and heater/defroster come standard. Large windows, see-through doors, and full-width windshield allow for 360° degree visibility.

EASY MAINTENANCE

Access to service points is simple with most accessible from ground-level. O-ring face seal hydraulic fittings are used and the electrical system features snap-together connections and color-coded wires for quick identification. The unit is equipped with a combination of in-cab and site gauges to monitor fluid levels.

ECOINFUSED™ TECHNOLOGY

Elgin Sweeper has made advancing the use of cleaner, safer, and more efficient technologies for sweeping roads and streets a priority, with innovations that provide the powerful performance, fuel economy and overall value our municipal and contractor customers demand. Today's environmentally efficient Pelican is designed with exclusive EcoInfused Technology, representing years of unmatched innovation and success combining the science of horsepower management with the ability to do more with less.



DURABLE, RELIABLE, AND EASY TO USE



DURABLE, PURPOSE-BUILT CHASSIS

The Pelican's heavy-duty construction and compact frame ensures a tight turning radius and years of reliable, low-maintenance operation. A balanced design provides stable sweeping and dumping. The hopper load is positioned low between the two front wheels for stability and safety. The axle support and hopper lift system are integral parts of the chassis.

OUTSTANDING MANEUVERABILITY

The Pelican's high steering angle and tight turning radius allows for quick turns, sweeping extremely close to obstacles and following curbs without climbing or scuffing tires. The dual-tire guide wheel increases stability and steering traction.

EFFICIENT, COMFORTABLE CAB

The clean, quiet and spacious isolation-mounted cab features large windows, wide see-through doors and a full-width windshield for 360° visibility. The center console is easily accessed from both left and right driving positions. Fingertip controls include illuminated and graphically identified gauges and rocker switches.

REAR SUSPENSION

Swing-arm suspension with twin parallel heavy-duty shock absorbing spring coils and an integrated single coil rubber spring assist provide effective suspension dampening through the entire range of travel. The design enhances ride quality and comfort in the cab while reducing stress on the sweeper frame – especially when operating in pothole conditions or on rough, uneven roads.

SINGLE ENGINE POWERED

The Pelican is powered by the John Deere 4045T 4.5L, 4-cylinder turbocharged diesel engine. The engine is capable of operating on bio-diesel up to B20.

LOW-MAINTENANCE DRIVE SYSTEM

With a unique wheel motor design for outstanding power and minimal maintenance, steep grades are no problem. Integrated sensors precisely measure road speed and adjust power requirements according to the load.

HEAVY-DUTY BRAKE SYSTEM

The Pelican features twin-caliper (ea), power disc brakes and a dynamic braking design that significantly reduces wear on service brakes. All brake components are easy to access and economical to maintain.

HYDRAULIC SWEEP SYSTEM

Controlled by engine RPM and operated independently of direction and ground speed, the Pelican's broom speed provides digging power at slow or zero ground speeds. A foot pedal controls speed and sweeper direction through the hydrostatic transmission.



SUPERIOR MECHANICAL SWEEPER DESIGN



MAIN BROOM

The 35 in x 66 in (889 mm x 1676 mm) hydraulically driven polypropylene main broom features variable speed (variable with engine RPM) for optimal sweeping in changing conditions. To protect the broom mechanism, the broom raises automatically when the sweeper is reversed and is returned to its sweep position and previously set down pressure when a forward direction is resumed.

SIDE BROOM

Hydraulically driven side brooms are rugged construction, 36 in (914 mm) in diameter and protrude up to 13 in (330 mm) beyond the outside of the tire while sweeping to capture more gutter debris.

NO-JAM DEBRIS CONVEYOR

The standard conveyor system features a chevron belt with angled molded-in full width cleats that moves material to the center of the belt for less spill over, and throws it to the center of the hopper for improved hopper fill without jamming. New poly/nylon high-strength belt material on the conveyor delivers long wear for maximum uptime. An optional built-in washdown provides quick and easy clean-up.

VARIABLE HEIGHT FRONT DUMP HOPPER

The Pelican's front dump hopper is ideal for single-lane dumping, which ensures minimal traffic interruption. The hopper can be dumped from ground level up to 9 ft 6 in (2895 mm) high. The load can be easily observed from the cab by lifting and rolling the hopper. The hopper's 3.5 cu yd (2.7 cu m), 9,000 lb (4082 kg) capacity provides maximum sweep time. For easy inspection, the hopper rolls out and rests on the ground.



CORROSION-RESISTANT WATER SYSTEM

A corrosion-resistant polyethylene water tank supplies the dust suppression system with 220 gallons (833 L) of water. The exclusive Elgin water pump can run dry without damaging the machine's water system. For convenience and ease of maintenance, a water-level gauge is visible from the cab.

EASE OF MAINTENANCE

Easy servicing lowers ownership costs and increases sweeper usage. O-ring face seal hydraulic fittings assure leak-free connections, while the electrical system's weatherproof snap-together connectors and stamped color-coded wires allow quick identification. To ensure easy monitoring of fluid levels, the hydraulic tank directly behind the cab features a sight glass inspection tube.

MEMORY SWEEP®

Elgin's exclusive Memory Sweep feature allows the operator to resume all previous sweeper settings, even broom tilt if so equipped, with one touch control. This feature enhances operator productivity and reduces operator fatigue. Memory Sweep incorporates a multi-screen display that indicates engine hours and water tank level as well as system diagnostics. This screen also displays optional features such as broom tilt angle and broom hours.

**MEMORY
SWEEP**



WATERLESS PELICAN



The Pelican with optional dry dust control maintains all the popular features and sweeping performance that have made the Pelican the best selling three-wheel sweeper—without the use of water for dust suppression. This means increased pick-up of fine particles over traditional, wet dust control sweepers, proven reliable year-round sweeping and significant water conservation.

DRY DUST CONTROL SYSTEM

The Pelican with dry dust control features a patented system that includes a dust skirting system, dust separator in the hopper, and a dust control fan with a maintenance-free filter, working together to control fugitive dust without the use of spray water. The Pelican's waterless dust control system means operators sweep more and spend less time filling tanks enhancing productivity. Without water, mud doesn't build up on components, reducing clean-up time at the end of the shift. Since there is no water, sweeping in freezing weather conditions is possible which helps meet the growing demand for quick pick-up of winter-time road sand, salt, and cinders. Perhaps the most important benefits are those for the environment including a smaller water footprint, as well as reduced road silt that can be left as a film from waterbased dust control sweepers.



PATENTED FILTRATION SYSTEM

The powerful vacuum system on the sweeper creates an air stream through the debris hopper, conveyor, and skirted areas. The inward rushing air carries the airborne dust into the debris hopper where it's allowed to settle out with the rest of the swept debris. A majority of the fugitive dust falls into the hopper with only a fraction of the dust making it to the filter. When the filter becomes loaded, it can be mechanically cleaned with an on-board cleaning system so sweeping can continue. A long life, low maintenance, dry filter element is installed between the debris hopper and the fan.

*Industrial Pelican Option Available - consult factory for details.

OPTIONAL ENHANCEMENTS



LIGHTING PACKAGES

A variety of lighting packages are available for the Pelican to enhance safety and visibility.



LIFELINER® HOPPER SYSTEM

The LifeLiner® system is a specially designed hopper liner and finish system that greatly improves the life, durability, and functionality of a sweeper hopper.



LIMB GUARD

Heavy-duty guards surround cab and protect sweeper by guiding low-hanging tree limbs up and over the Pelican. Available in right hand, left hand, or dual configuration.

ADDITIONAL OPTIONS

- Auto-Lube automatic lubrication system
- Conveyor, lower roller washout
- Various dirt shoe offerings
- Air suspension seat(s)
- Cold weather start aid
- Heated/remote mirrors
- Engine pre-cleaner
- In-cab side broom tilt
- Lower roller deflector

SPECIFICATIONS:

SWEEPING PATH

- One side broom 8 ft (2438 mm)
- Two side brooms 10 ft (3048 mm)

HOPPER CAPACITY

Volumetric Capacity: 3.5 cu yds (2.7 cu m)

HOPPER DUMPING

Maximum dump height: 9 ft 6 in (2895 mm)

TRAVEL SPEED

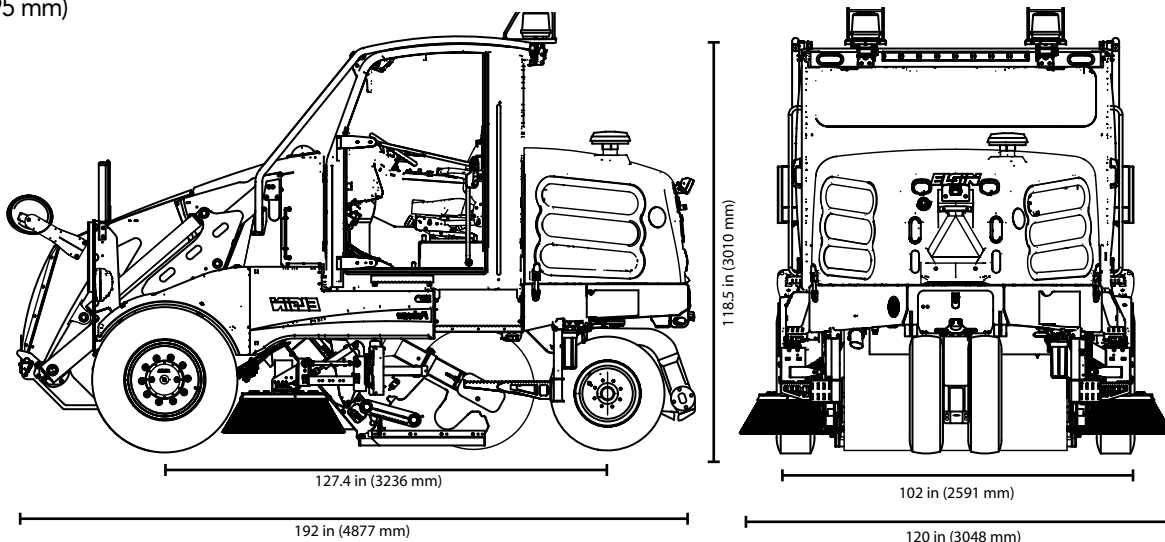
20 mph (32 Km/h)

WATER SPRAY SYSTEM

Tank capacity: 220 gal. (833 L)

ENGINE (make and type)

John Deere 4045T
Horsepower 74 hp (55 kW) @ 2,400 RPM
Tier 4F low emission diesel
*Tier 3 model dependant





ELGIN SWEEPER IS YOUR PARTNER...

IN THE PLANNING

Instead of one-size-fits-all solutions, we'll work with you to select the sweeping technology that fits your specific needs.



IN THE STREETS

We're here to help you maintain your Elgin and train your operators to ensure the job is done right.



INTO THE FUTURE

Our dealers don't just sell you an Elgin; they're available to answer your questions and provide service for the life of the machine.



WARRANTY

Elgin Sweeper Company backs the Pelican sweeper with a one-year limited warranty. The Pelican is warranted against defects in material or workmanship for a period of 12 months from the date of delivery to the original purchaser. Optional extended warranty packages are available. Consult your Elgin dealer for complete warranty information. The ESCO/FSM warranty shall not apply to major components or trade accessories such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires, and batteries that have a separate warranty by the original manufacturer.

Your Local Elgin Dealer Is:



elginsweeper.com

1300 W. Bartlett Road • Elgin, IL 60120 U.S.A.

(847) 741-5370 Phone • (847) 742-3035 Fax

Specifications subject to change without notice.
Some photos shown with optional equipment.
Elgin® Pelican® Memory Sweep® and LifeLiner® are registered trademarks of Elgin Sweeper Company.
Covered under US Patent #7,281, 296 B2 & 6,584,157 B2, and Canadian Patent #CA2475362
Effective 8/15 P/N 0705031-G
Printed in U.S.A. ©2015 Elgin Sweeper Company



Joel T.S. Greer, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5734
Fax - (641) 754-5793

DEPARTMENT OF PUBLIC WORKS

June 19, 2019

To: Mayor Joel T.S. Greer
Members of the City Council

From: Dave Daters
Utility Division, Public Works

Re: Purchase of an Elgin Pelican Street Sweeper for \$204,280.00 from MacQueen Equipment in Ankeny, Iowa.

Policy Issue: City policy requires Governing Body approval of equipment purchases when consideration exceeds \$5,000.

Recommendation: Staff recommends approving the purchase of the 2019 Elgin pelican Street Sweeper. MacQueen equipment is the supplier approved by the Minnesota DOT using state bid for this type of equipment.

Background: The FY 2020 CIP includes the purchase of a street sweeper for the Street division of Public Works. The \$204,280 does include a reduction in price for the trade in 2005 Johnston street sweeper and a Falcon asphalt patch trailer.

Budget Impact: The Capital Improvement Plan has \$200,000 approved for the purchase. The \$4,280 difference will be covered with Road Use Tax funds.

Attachment: Pricing Information

City Council
Leon Lamer, Mike Gowdy, Sue Cahill, Al Hoop
Gabe Isom, Bill Martin, Bethany Wirin



PERMIT FOR ACTIVITY REQUIRING THE USE OF PUBLIC PROPERTY

☐

PROFIT

☒

NON-PROFIT

☐

INDIVIDUAL

ACTIVITY NAME: 13th Street Harvest Market
SPONSOR NAME: 13th Street District
EMAIL: Christine.Isom@emerson.com
ADDRESS: 506 Highland Drive
CONTACT NAME: Christine Isom
CONTACT PHONE: 641-750-2886
DESCRIBE EVENT: Outdoor event will feature a farmers market, art, food, and live music.

Barricade locations: 13th Street: Fremont & Summit Street

ACTIVITY DATE 9/13/2019
EVENT START TIME 5:00PM
EVENT END TIME: 8:30PM
BARRICADES NEEDED: ☒ YES ☐ NO
STREET(S) BLOCKED: ☒ YES ☐ NO
BARRICADE BEGIN TIME: 3:30PM
BARRICADE END TIME: 9:30PM

**CONTACT PARKS & REC FOR PARK
FACILITY OR TRAIL PERMIT 641-754-5715**

**ATTACH SKETCH SHOWING
DESIRED TRAFFIC CONTROL**

DEPARTMENT REVIEW: COST:

POLICE	\$
APPV BY: Michael W. Tupper	\$0
FIRE	\$
APPV BY: <i>WR</i>	<i>0</i>
PARKS	\$
APPV BY: <i>EH</i>	<i>0</i>
PUBLIC WORKS	\$
APPV BY: <i>CTM</i>	

DEPARTMENTAL REQUIREMENTS:

ACCESS AS NEEDED



TOTAL DEPARTMENT COST: \$
**REFUNDABLE PERMIT FEE: \$ 100.00
ALCOHOL IN PUBLIC AREA: \$ 100.00
TOTAL PERMIT COST: \$

Agreement: The applicant hereby states that he/she is authorized to represent the above named organization and agrees to accept responsibility for payment of repair of any damages to public or private property that may be incurred due to the applicant's activities under this permit. Any amount the permit fee is in excess of the damage cost shall be refunded to the applicant. The applicant also agrees that the regulations stated herewith shall govern activities under this permit.

Dogs are prohibited at most public events and event sponsors are responsible for noting on all advertising that the event is a dog-free event if attendance is expected to exceed 100 persons.

****If permit requirements are not met, including advertisement of a dog-free event, the deposit will not be returned.****

Christine M.E. Isom

SIGNED BY APPLICANT

4/3/2019

APPLICATION DATE

BARRICADE GUIDELINE: When a street is closed, traffic patterns should be the main consideration in determining barricade placement to avoid creating a dead-end trap by placing barricades at the end of the block. A barricade should be placed at the entrance of the block in the inbound lane so drivers have notice of the street being closed. Alleys shall not be considered outlets for through traffic. The single barricade at the entry to the closed block still allows vehicles to exit the block or drive around the barricade to enter for the purpose of parking. Following this guideline lessens the need for police or volunteer traffic control and avoids frustration to the public in either coming to the event or traveling through the area.

APPROVED DATE:

APPROVED BY: (CITY CLERK)

LIC#

Updated: April 2010

(See reverse side for regulations governing activities using public property)

Dog Ordinance Compliant Advertising Language:

"NO DOGS ALLOWED AT THIS EVENT BY ORDER OF THE CITY OF MARSHALLTOWN"

REGULATIONS FOR ACTIVITIES REQUIRING USE OF PUBLIC PROPERTY

The following requirements shall be met, unless waived by the City Clerk, when holding an event on public property.

1. **PERMIT:** The sponsoring organization or individual shall make an application on a form provided by the City Clerk for review and approval. The form shall show the name, address, and telephone number of the organization and a designated contact person responsible for arrangements. There shall be a refundable permit deposit of \$100.00 plus a sign-off accepting responsibility for the cost of any damage to public property resulting from the event. The deposit will not be returned if departmental permit requirements are not followed.
2. **REVIEW:** The form shall provide sign-off and comment spaces for Police, Fire, Parks and Recreation and Public Works officials for the purpose of providing approval, guidance and scheduling of equipment and personnel. The applicant will be contacted, preferably by email, regarding departmental conditions of the permit.

3. GUIDELINES AND REGULATIONS:

A. POLICE DEPARTMENT

- a. The Sponsor shall provide a detailed sketch of the proposed routes or traffic control required.
- b. There shall be a charge of \$10.00/man-hour for all reserve services required for profit organizations.
- c. There will be no charge for services provided for non-profit organizations if persons are available.
- d. Sponsors of large events are required to work closely with the police department in planning of the event. Compliance with this will determine issuance of future permits. Contact the Administrative Secretary of the Police Department at 641-754-5729.

B. FIRE DEPARTMENT

- a. There shall be no obstructions to the free access to building entrances.
- b. All fire lanes or emergency vehicle accesses shall remain open.
- c. There shall be no obstructions within 10 feet of a fire hydrant.
- f. Each concessionaire or person using heating or cooking equipment, open fires, etc., shall provide a working fire extinguisher.

C. PARKS & RECREATION DEPARTMENT

- a. For events that are free, open to the general public and community sponsored, six picnic tables and thirty trash barrels are available at no cost. Sponsors may provide their own trash bag liners or purchase from P&R. Sponsor must dispose of all trash. Bleachers may be provided but must pay a delivery charge.
- b. For events where attendance is restricted or admission is charged, delivery charges will be applied for the use of barrels and tables. Barrels may be used at no charge if hauled by the sponsor.
- c. There shall be no fires or cooking equipment within 10 feet of the drip line of any tree or shrub.
- d. Charges will be paid in advance of the event.

D. PUBLIC WORKS DEPARTMENT

- a. A limited number of barricades are available for use.
- b. For larger activities the City will deliver and set to the side of the street and out of the way, the barricades available. The sponsor shall be responsible for erecting and maintaining the barricades. After the event, the sponsor shall set the barricades off to the side of the street for pick up by the City.
- c. For smaller events, block parties, etc., the sponsor shall pick up, erect, maintain and return the barricades required.
- d. The City will provide, if available, street sweepers to clean up after parades with livestock.

E. SPONSOR (APPLICANT)

- a. The sponsor shall be responsible for all clean up of debris and litter created under the permitted use.
- b. The sponsor shall be responsible to provide an adequate number of litter receptacles for the event.
- c. The sponsor shall be responsible for governing all sub-units, concessions, or organizations involved in the event

F. DOGS PROHIBITED AT PUBLIC EVENTS

Ordinance 14827 established that dogs be prohibited at certain public events and Resolution 2008-090, passed June 23, 2008, lists the following events at which dogs are prohibited. In addition to the following events, when the Chief of Police anticipates that over 100 people will be in attendance at an event, and anticipates that the presence of dogs at such event may pose a potential problem, the Chief of Police is authorized to so designate the event, as one in which dogs are prohibited, pursuant to the ordinance. All advertising for the event must note that dogs are prohibited in all designated areas.

****If the event is not advertised as dog-free the deposit will not be returned.****

*Garden Extravaganza
Hispanic Heritage Festival
BBQ, Buggies and Tunes
Fourth of July-Independence Day celebration
Central Iowa Art Fair
Central Iowa Music Festival*

*Oktemberfest
Homecoming Parade
Municipal Band Concerts
Cross Country Track Meets at IVH
Holiday Stroll*

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PERMIT FOR ACTIVITY REQUIRING THE USE OF PUBLIC PROPERTY

☐ PROFIT

☒ NON-PROFIT

☐ INDIVIDUAL

JULY 13, 2019 and

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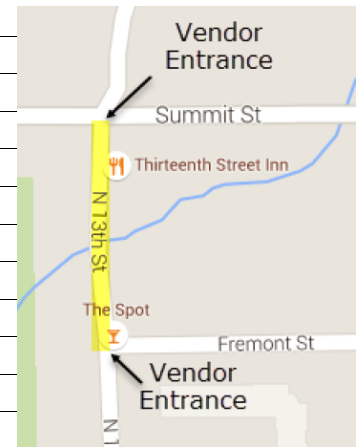
ATTACH SKETCH SHOWING DESIRED TRAFFIC CONTROL

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POLICE	\$
APPV BY: Michael W. Tupper	\$0
FIRE	\$
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DEPARTMENTAL REQUIREMENTS:

ACCESS AS NEEDED



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Christine M.E. Isom

SIGNED BY APPLICANT

4/3/2019

APPLICATION DATE

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APPROVED DATE:

APPROVED BY: (CITY CLERK)

LIC#

Updated: April 2010

(See reverse side for regulations governing activities using public property)

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Hispanic Heritage Festival
BBQ, Buggies and Tunes
Fourth of July-Independence Day celebration
Central Iowa Art Fair
Central Iowa Music Festival*

*Oktemberfest
Homecoming Parade
Municipal Band Concerts
Cross Country Track Meets at IVH
Holiday Stroll*

Dog Ordinance Compliant Advertising Language:

“NO DOGS ALLOWED AT THIS EVENT BY ORDER OF THE CITY OF MARSHALLTOWN”

**RESOLUTION ALLOWING OPEN CONTAINERS ON PUBLIC WAYS FOR THE
“13TH STREET DISTRICT” EVENTS, SCHEDULED FOR JULY 13, 2019, AND
SEPTEMBER 13, 2019**

WHEREAS, the City of Marshalltown Code of Ordinances states that “it shall be unlawful for any person to possess an open or unsealed bottle, can, jar or other receptacle containing an alcoholic beverage on any public sidewalk, street, alley or parking lot, or within a motor vehicle in Section 21-11.1(a); and

WHEREAS, Section 21-11.1(b) grants the City Council the power to approve exceptions to Section 21-11.1(a) for special events and activities; and

WHEREAS, the “13th Street District,” an organized Domestic Non-Profit, is sponsoring activities in the 13th Street area throughout the 2019 season, requesting the street closure of 13th Street between Fremont and Summit Streets on July 13, 2019, and September 13, 2019, including the City-owned parking lots and public ways adjacent to 13th Street; and

WHEREAS, canned beer and other alcoholic beverages will be sold as part of the activity, with proceeds benefiting the Non-Profit; and

WHEREAS, staff has reviewed the service area and request and recommend approval of the special event exception for the “13th Street District” on July 13, 2019, and September 13, 2019.

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

That the “13th Street District” is granted an exemption to allow for open containers in a public way on the dates of July 13, 2019, and September 13, 2019.

Passed this 24th day of June, 2019, and signed this ____ day of June, 2019.

CITY OF MARSHALLTOWN

Joel Greer, Mayor

Attest:

Shari L. Coughenour, City Clerk

**RESOLUTION ALLOWING OPEN CONTAINERS ON PUBLIC WAYS FOR
IOWA RIVER BREWING AND APPROVAL OF EXPANSION OF OUTDOOR
SERVICE AREA ON JULY 6, 2019**

WHEREAS, the City of Marshalltown Code of Ordinances states that “it shall be unlawful for any person to possess an open or unsealed bottle, can, jar or other receptacle containing an alcoholic beverage on any public sidewalk, street, alley or parking lot, or within a motor vehicle in Section 21-11.1(a); and

WHEREAS, Section 21-11.1(b) grants the City Council the power to approve exceptions to Section 21-11.1(a) for special events and activities; and

WHEREAS IOWA RIVER BREWING, requests the closure of the north/south alley adjacent to the currently licensed premise area on July 6, 2019; and

WHEREAS, canned beer and other alcoholic beverages will be sold as part of the activity; and

WHEREAS, the City Council has reviewed this request and found it to be in the best interest of the City of Marshalltown.

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

Section1. Iowa River Brewing is permitted to utilize the north/south alley adjacent to current licensed premises for extension of the outdoor service area on July 6, 2019.

Section 2. The request for temporary expansion of the Outdoor Service area is approved for July 6, 2019, as indicated on the attached map.

Passed this 24th day of June, 2019, and signed this _____ day of June, 2019.

CITY OF MARSHALLTOWN

Joel Greer, Mayor

Attest:

Shari L. Coughenour, City Clerk

PERMIT FOR ACTIVITY REQUIRING THE USE OF PUBLIC PROPERTY

☒ PROFIT

☐ NON-PROFIT

☐ INDIVIDUAL

ACTIVITY NAME: July 6th Coliseum Fundraiser
 SPONSOR NAME: Iowa River Brewing Company
 EMAIL: info@iowariverbrewing.com
 ADDRESS: 107 N. 1st Street
 CONTACT NAME: Roger Brown
 CONTACT PHONE: 641-751-2848
 DESCRIBE EVENT: Coliseum Fundraiser
providing outdoor area for the
day events.

ACTIVITY DATE: 7-6-19 to 7-7-19
 EVENT START TIME: 8am
 EVENT END TIME: 2am
 BARRICADES NEEDED: ☐ YES ☒ NO
 STREET(S) BLOCKED: ☐ YES ☒ NO
 BARRICADE BEGIN TIME: N/A
 BARRICADE END TIME: N/A
 CONTACT PARKS & REC FOR PARK
 FACILITY OR TRAIL PERMIT 641-754-5715

**ATTACH SKETCH SHOWING
DESIRED TRAFFIC CONTROL**

DEPARTMENT REVIEW: COST:

POLICE	\$
APPV BY:	
FIRE	\$
APPV BY: DR	D
PARKS	\$
APPV BY:	
PUBLIC WORKS	\$
APPV BY:	

TOTAL DEPARTMENT COST: \$
 **REFUNDABLE PERMIT FEE: \$ 100.00
 ALCOHOL IN PUBLIC AREA: \$ 100.00
 TOTAL PERMIT COST: \$

DEPARTMENTAL REQUIREMENTS:

Agreement: The applicant hereby states that he/she is authorized to represent the above named organization and agrees to accept responsibility for payment of repair of any damages to public or private property that may be incurred due to the applicant's activities under this permit. Any amount the permit fee is in excess of the damage cost shall be refunded to the applicant. The applicant also agrees that the regulations stated herewith shall govern activities under this permit.

Dogs are prohibited at most public events and event sponsors are responsible for noting on all advertising that the event is a dog-free event if attendance is expected to exceed 100 persons.

****If permit requirements are not met, including advertisement of a dog-free event, the deposit will not be returned.****

Roger Brown
 SIGNED BY APPLICANT

6/13/19
 APPLICATION DATE

BARRICADE GUIDELINE: When a street is closed, traffic patterns should be the main consideration in determining barricade placement to avoid creating a dead-end trap by placing barricades at the end of the block. A barricade should be placed at the entrance of the block in the inbound lane so drivers have notice of the street being closed. Alleys shall not be considered outlets for through traffic. The single barricade at the entry to the closed block still allows vehicles to exit the block or drive around the barricade to enter for the purpose of parking. Following this guideline lessens the need for police or volunteer traffic control and avoids frustration to the public in either coming to the event or traveling through the area.

APPROVED DATE: APPROVED BY: (CITY CLERK)

LIC#

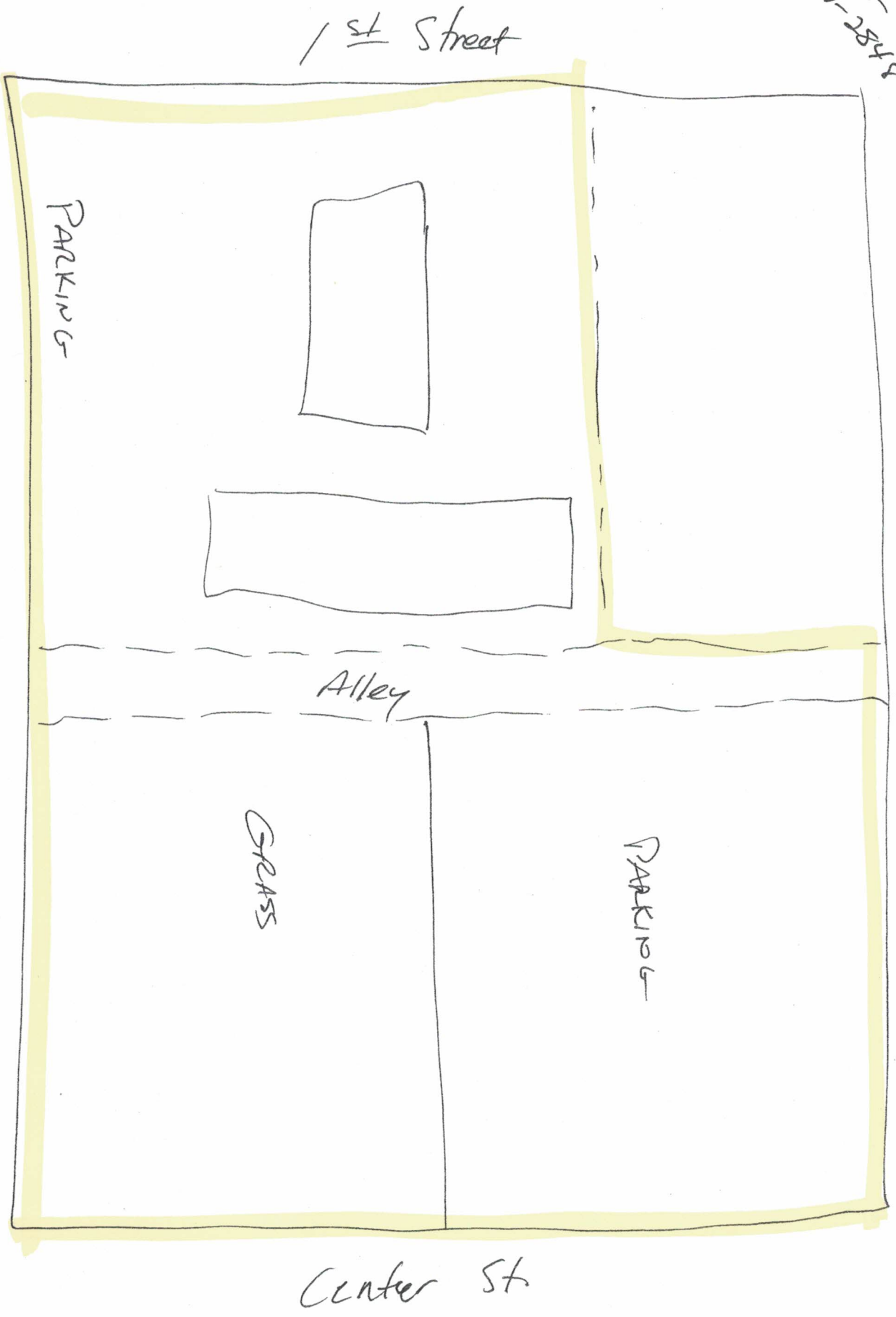
Updated: April 2010

(See reverse side for regulations governing activities using public property)

Dog Ordinance Compliant Advertising Language:

"NO DOGS ALLOWED AT THIS EVENT BY ORDER OF THE CITY OF MARSHALLTOWN"

1000
1110
151-2848
11-11-19

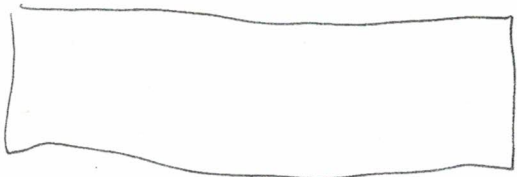
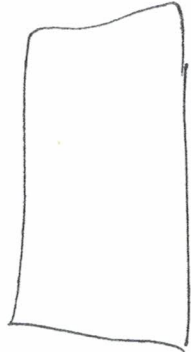


107 N. 1st Street July 6, 2019 one day experience/outdoor since area

1st Street

Center St

PARKING



Alley

GRASS

PARKING

MARSHALLTOWN

I O W A

City Administrator's Office

Joel Greer, Mayor
Jessica Kinser, Administrator
Shari L. Coughenour, Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5799
Fax - (641) 754-5717

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: June 19, 2019
RE: Demolition Bids for Senior Citizens Building

Policy Issue: Council must approve all contracts greater than \$45,000

Recommendation: To approve the resolution as proposed

Background: The City accepted a payment of \$692,571.96 as actual cash value for the Senior Citizens Building located at 20 East State Street in October 2018. Following the acceptance of this payment, work started on the demolition process. We contracted with WHKS & Co. to complete the environmental work and develop the plans and specifications for the project. They will also be performing demolition observation and testing as part of the demolition. Although this is a qualifying project under Chapter 26 of the Code of Iowa, there are exemptions to the required construction improvement process for qualifying projects in an urban renewal area. The Senior Citizens Building is located in the Downtown Urban Renewal Area, and was specifically noted in the most recent plan update (2017) with demolition being one possible outcome for the property.

The bid was issued on June 10th, and there has been a significant amount of interest. The building contains The Engineer's opinion of probable cost is \$364,000. Bids are due at 1pm on Monday, June 24th, so a bid tabulation identifying the lowest responsive, responsible bidder will be distributed to you by email prior to the meeting and in hard copy at the meeting. We will have a special meeting at noon on Thursday, June 27th, to approve the contract and bond to allow the low bidder to begin work sooner.

Below is a summary of expenses related to the building to date:

- WHKS- Pre-demolition eval/environmental: \$11,110*
- WHKS- Plans/specs/construction oversight: \$41,400*
- Lansing Construction- appliance removal: \$3,080
- Bjelland Plumbing- Water/sewer disconnect: \$12,552.30

TOTAL COMMITTED/SPENT: \$68,142.30

INSURANCE PROCEEDS REMAINING: \$624,429.66

City Council
Susan Cahill, Michael Gowdy, Al Hoop,
Gabriel Isom, Leon Lamer, Bill Martin, Bethany Wirin



*Contracted amount only; \$8,250.63 paid to date on both agreements.

Budget Impact: No impact to the budget as insurance proceeds should cover this fully

Attachment: None

City Council

Susan Cahill, Michael Gowdy, Al Hoop,
Gabriel Isom, Leon Lamer, Bill Martin, Bethany Wirin



RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT WITH
[CONTRACTOR]
FOR THE 20 E STATE STREET SENIOR CENTER DEMOLITION PROJECT
IN THE CITY OF MARSHALLTOWN, IOWA BEING
PROJECT NO. TOR18006 IN THE AMOUNT OF \$[BID AMOUNT]

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the 20 E STATE STREET SENIOR CENTER DEMOLITION PROJECT, being Project No. TOR18006 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

[CONTRACTOR], [of CITY, STATE]

Amount of Bid

\$[BID AMOUNT]

After consideration of all bids filed, there was determined by the Council that the bid of [CONTRACTOR], [of CITY, STATE], 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 [writtendollars] ([BID AMOUNT]) 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 ____ day of June, 2019, and signed this ____ day of June, 2019.

CITY OF MARSHALLTOWN

Joel Greer, Mayor

Attest:

Shari L. Coughenour, City Clerk

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT WITH
LANSING BROS. CONSTRUCTION CO, LUXEMBURG, IOWA
FOR THE 20 E STATE STREET SENIOR CENTER DEMOLITION PROJECT
IN THE CITY OF MARSHALLTOWN, IOWA BEING
PROJECT NO. TOR18006 IN THE AMOUNT OF \$191,850.00

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the 20 E STATE STREET SENIOR CENTER DEMOLITION PROJECT, being Project No. TOR18006 in the City of Marshalltown, as described in the plans and specifications therefore; and

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<u>Name and Address of Bidders</u>	<u>Amount of Bid</u>
LANSING BROS. CONSTRUCTION CO, LUXEMBURG, IA	191,850.00
DW ZINSER COMPANY, WALFORD, IA	194,300.00
WIEDNER CONSTRUCTION, INC, MARSHALLTOWN, IA	271,000.00
HATCH GRADING & CONSTRUCTION, DYSART, IA	272,051.50
LINNCO, INC, SAUK RAPIDS, MN	272,500.00
EARTH SERVICES & ABATEMENT LLC, DES MOINES, IA	337,000.00
LANPHIER EXCAVATING, REASNOR, IA	350,000.00
CON-STRUCT INC, MARSHALLTOWN, IA	375,000.00

After consideration of all bids filed, there was determined by the Council that the bid of LANSING BROS. CONSTRUCTION CO, LUXEMBURG, IOWA, 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 LANSING BROS. CONSTRUCTION CO, LUXEMBURG, IOWA, and the same is hereby accepted for the construction of the improvement as described in the plans and specifications therefore, as previously ordered by the Council, and that the contract for the construction of same is now awarded to said contractor in the total amount One hundred ninety-one thousand, eight hundred fifty dollars and zero cents, (\$ 191,850.00) 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 24th day of June, 2019, and signed this ____ day of June, 2019.

CITY OF MARSHALLTOWN

Joel Greer, Mayor

Attest:

Shari L. Coughenour, City Clerk

WHKS & Co. Project No. 8834 Letting Date: June 24, 2019 @ 1 pm

20 E State St Senior Center Demolition Project; Marshalltown, IA

8 Bids Received:			Lansing Brothers Construction Co., Inc. 101 First Street East; PO Box 36 Luxemburg, IA 52056		DW Zinser Company 1775 Commercial Dr. Walford, IA 52351		Weidner Construction 2607 255th St Marshalltown, IA 50158		Hatch Grading & Contracting, Inc. 801 Hwy 21, PO Box 157 Dysart, IA 52224	
ITEM	QUANTIT		UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
1. Building Demolition and Site Stabilization	1	LS	\$131,850.00	\$131,850.00	\$134,300.00	\$134,300.00	\$214,220.00	\$214,220.00	\$218,242.50	\$218,242.50
2. Asbestos and Hazardous Material Abatement and Removal	1	LS	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$56,780.00	\$56,780.00	\$53,809.00	\$53,809.00
TOTAL BID				\$191,850.00		\$194,300.00		\$271,000.00		\$272,051.50
Continued from above			LinnCo, Inc. 2 Second Ave S; Ste 160 Sauk Rapids, MN 56379		Earth Services and Abatement LLC BDA Iowa Demolition 1901 Easton Blvd Des Moines, IA 50316		Lanphier Excavating L.L.C. 10219 E 40th St South Reasnor, IA 50232		Con-Struct Inc. 1710 East Main St Marshalltown, IA 50158	
ITEM	QUANTIT		UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
1. Building Demolition and Site Stabilization	1	LS	\$195,500.00	\$195,500.00	\$230,000.00	\$230,000.00	\$290,000.00	\$290,000.00	\$330,000.00	\$330,000.00
2. Asbestos and Hazardous Material Abatement and Removal	1	LS	\$77,000.00	\$77,000.00	\$107,000.00	\$107,000.00	\$60,000.00	\$60,000.00	\$45,000.00	\$45,000.00
TOTAL BID				\$272,500.00		\$337,000.00		\$350,000.00		\$375,000.00

RESOLUTION ACCEPTING THE MARSHALLTOWN DOWNTOWN MASTER PLAN PREPARED
BY SHORT ELLIOTT HENDERICKSON INC. (SEH)

WHEREAS The City was awarded grant funding from the Martha-Ellen Tye Foundation and the U.S Economic Development Administration in the amount of \$200,000 to complete a Downtown Master Plan which included a portion of the designated Opportunity Zone; and

WHEREAS SEH has completed their work which included public engagement surveys, a multi-day design studio and charrette, work with a designated steering committee, final presentation and a prepared final plan document; and

WHEREAS The City Council has reviewed the Marshalltown Downtown Master Plan, found it to be in the best interest of the City and is accepting of the plan.

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

Section 1. The Marshalltown Downtown Master Plan prepared by Short Elliott Henderickson Inc. is hereby accepted by the City Council.

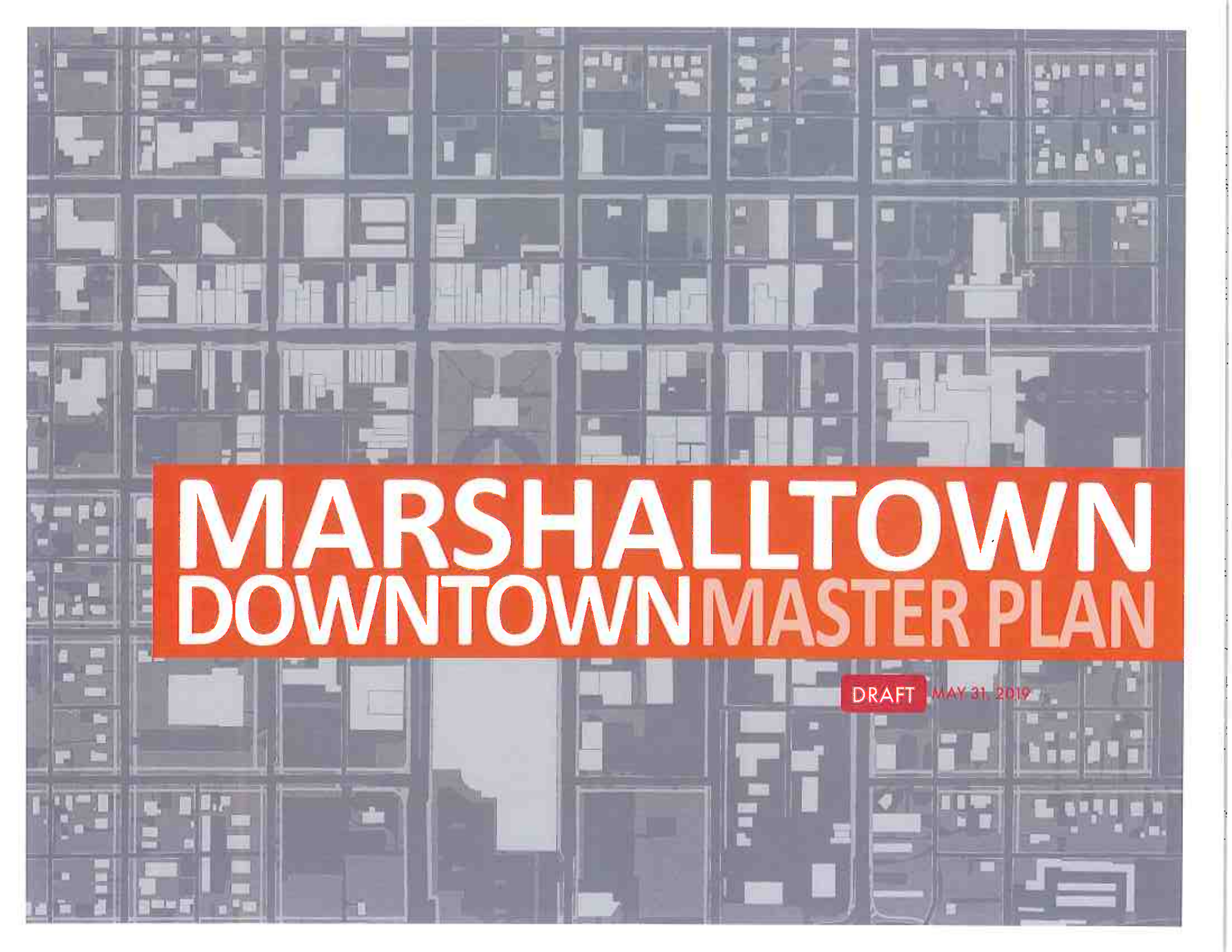
Passed this ____ day of June, 2019 and signed this ____ day of June, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



MARSHALLTOWN DOWNTOWN MASTER PLAN

DRAFT MAY 31, 2019

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ACKNOWLEDGEMENTS

ACKNOWLEDGEMENTS

Project Funders

This Downtown Master plan was jointly funded by the Martha-Ellen Tye Foundation and the U.S. Economic Development Administration - Economic Adjustment Assistance / Opportunity Zone Program.

Project Steering Committee

Jenny Etter, Director
Marshalltown Central Business District

Nate McCormick, President
Marshalltown Central Business District

Dr. Kalyana Sundaram
Allen Health

Steve Valbracht, Owner
Marshalltown Aviation; Planning & Zoning

Kyley Leger, Executive Director
Vision Marshalltown
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Martha-Ellen Tye Foundation

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Gabriela Avalos, Owner
Abarrotes La Salud
Great Western Bank Manager

Lynn Olberding, Director
Chamber of Commerce

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The Tremont
Sharon Greer, Owner
Cartwright, Druker & Ryden

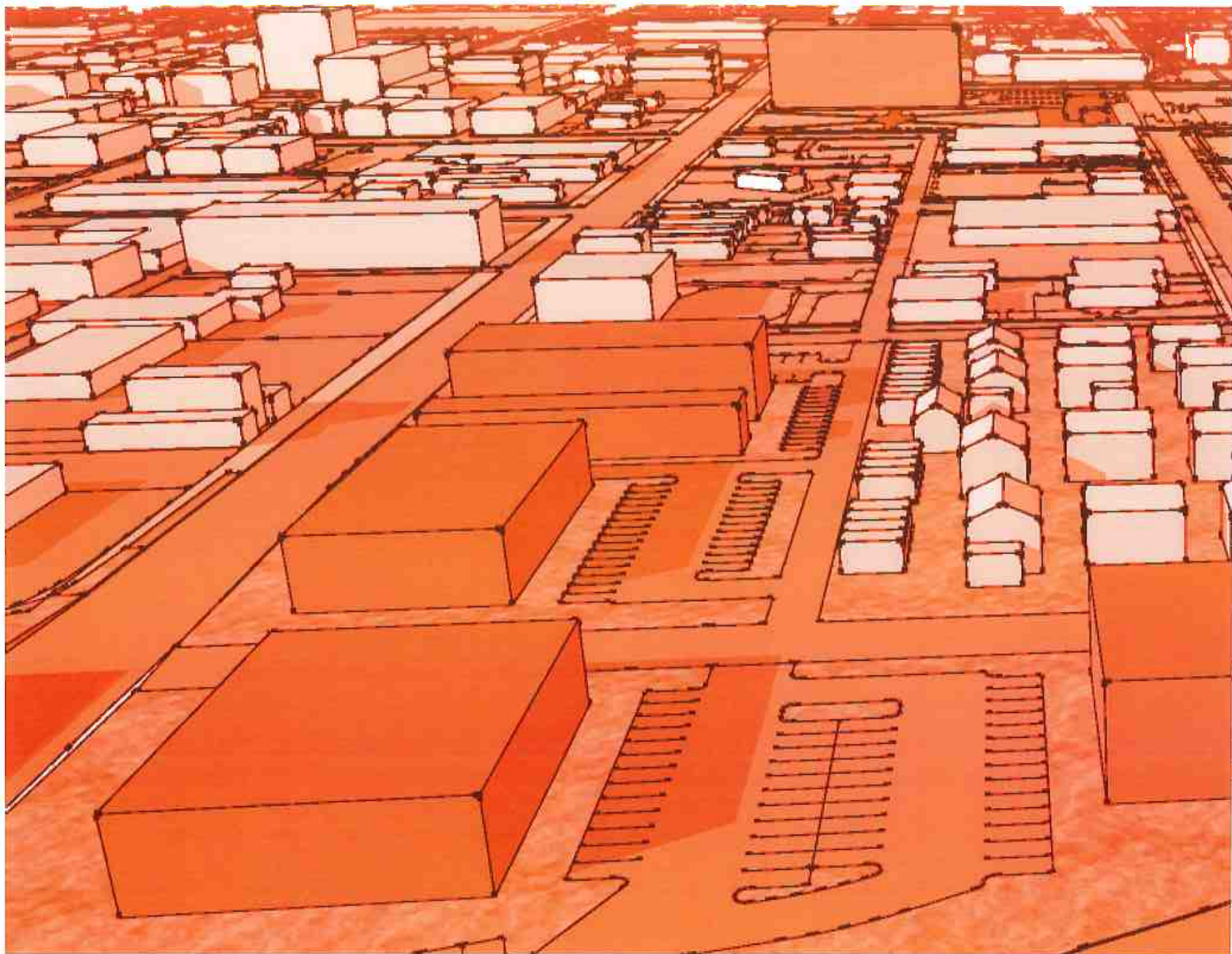
City Staff

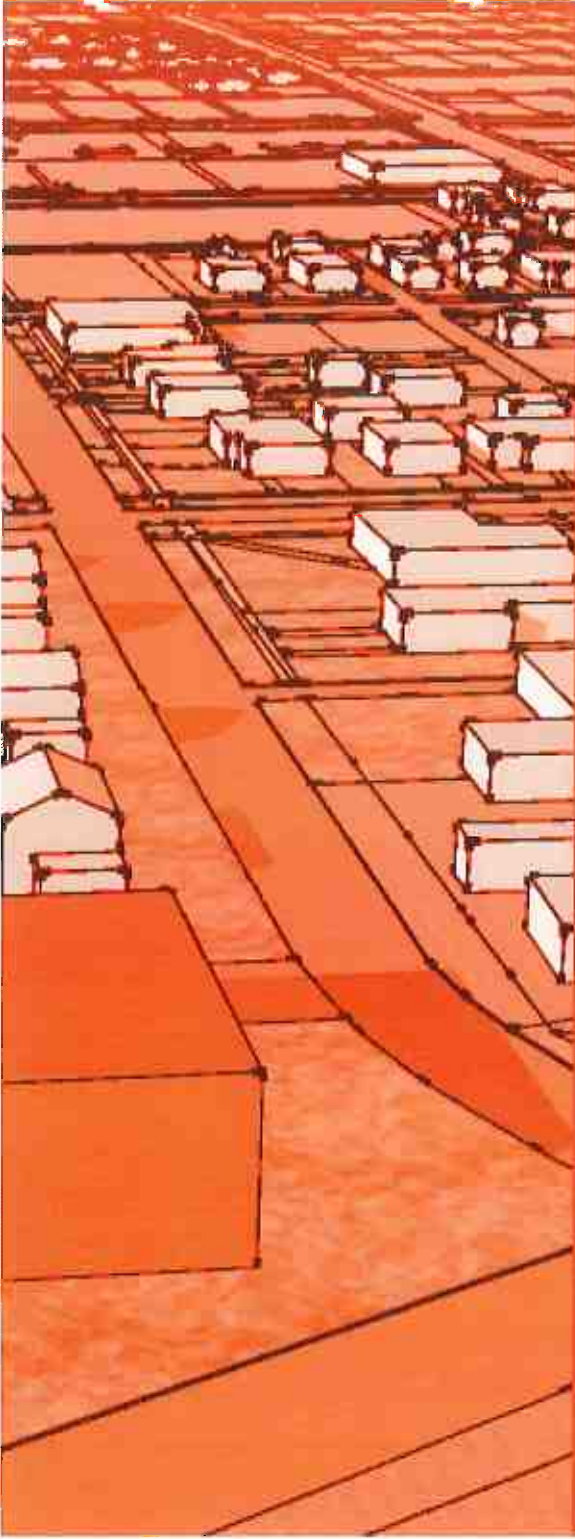
Jessica Kinser, Administrator
City of Marshalltown

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Marshalltown Housing & Community Development

Consultant Team

Short Elliot Hendrickson Inc
Camiros
Ricker | Cunningham
Community Design Group
MacDonald Studio





CHAPTER 1 INTRODUCTION

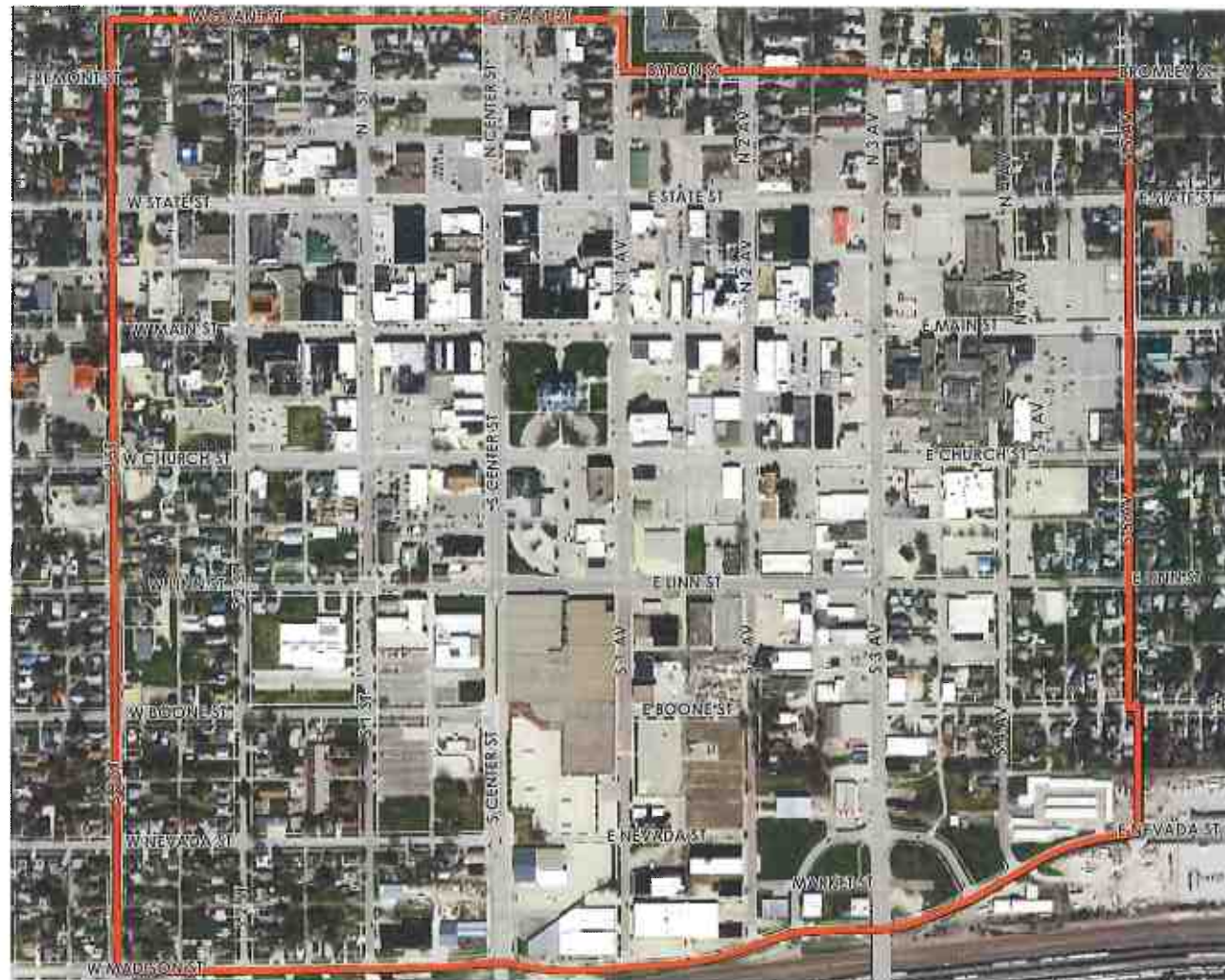
INTRODUCTION
PLANNING PRINCIPLES
PURPOSE
A CONTINUUM OF ACTIVITY
KEY CONCERNS, NEEDS + INTERESTS

INTRODUCTION

Following the destructive force of an EF-3 tornado on its' historic central business district, Marshalltown quickly mobilized energy and funds for downtown planning, rebuilding and revitalization. Project planning utilized a multi-faceted community engagement process with online questionnaires, a multi-day design charrette and monthly project stakeholder committee meetings. The plan builds upon public input to establish a new, holistic vision with downtown serving as the community's central neighborhood for living, working, shopping, dining and socializing within a rejuvenated public realm of landscaped streets, parks and gardens. Guiding new investments are a series of planning frameworks for movement, connectivity and parking, building renovation and design, and streetscapes and greening. Detailed implementation strategies provide guidance on priorities for investment parameters for five new catalyst projects and recommendations for longer term initiatives.

Vision:

Downtown Marshalltown is the vibrant, beautiful, welcoming heart of a diverse community. It offers a rich mix of opportunities and experiences for residents and visitors with arts, entertainment, dining, and housing options in a unique, historic setting. Downtown provides a range of business opportunities for entrepreneurs and investors. Its places and spaces are connected by a safe, accessible network of landscaped streets and walkways where people gather and connect with one another, strengthening community pride and building lasting memories. Downtown Marshalltown is the place to live work and play.



Downtown Master Plan Project Area

PURPOSE

The Downtown Master Plan is intended to serve as a working document for multiple user groups (City, developers and builders, building and business owners, residents, non-profit organizations) providing recommendations and guidance for redevelopment and enhancements within the downtown district over a twenty year time period.

The plan also offers an overview of the planning process, key themes regarding needs, and ideas expressed by community members and a summary of multi-system analyses conducted by the design team.

To aide in the plan's usefulness, detailed analyses, design explorations, background research and related interim work products are compiled in the Appendices.



Tornado-ravaged historic building at Center Street and Main Street now demolished

PLANNING PRINCIPLES

Twelve planning principles were developed to guide the preparation of the downtown vision and master plan recommendations for revitalization, redevelopment and enhancement. As the focus shifts towards achieving the vision, a set of guiding principles for implementation have been developed and are described in more detail in Chapter 3.

1. Encourage an 18 hour neighborhood where people can live, work, learn and play
2. Support a vibrant business economy along downtown streets
3. Develop a variety of downtown housing options
4. Create reasons and spaces for people to visit, socialize and celebrate
5. Protect and showcase downtown history, heritage, arts and culture
6. Enhance beauty, ecology and functionality of the public realm
7. Provide a safe, accessible, attractive and interconnected multimodal transportation network that prioritizes walkability
8. Raise the bar on quality and authenticity of the built environment
9. Expand and sustain downtown partnerships to achieve common goals
10. Balance creative vision with market reality
11. Address current opportunities while planning for an ever changing future
12. Embrace and engage Marshalltown's diverse community from planning through implementation

A CONTINUUM OF ACTIVITY

Downtown Marshalltown has been the subject of past planning, design and revitalization efforts from the 2006 Marshalltown City Center Plan to the 2012 Comprehensive Plan. Marshalltown Central Business District, A Main Street Community, has been actively leading and collaborating with downtown businesses, property owners, The State of Iowa, Marshall County, the City and a host of other non-profit organizations to “continuously enhance Marshalltown’s central business district creating Central Iowa’s first choice

location for businesses, residents, shoppers, diners and visitors.”

Since the July 2018 tornado private donations have supported \$2,000 grants to businesses. The State of Iowa has funded professional services from a Historic Architect, \$1M in catalyst grant funding and \$1M in low-interest loan funding to assist in the recovery of Downtown Marshalltown.

As tornado related demolitions, redevelopments and renovations extend into the coming decade they will coincide

with public sector infrastructure investments, from routine capital improvement projects to tornado-related replacements. A key aspect of realizing the streetscape, public space and greening recommendations identified in this master plan will be to leverage the implementation of public infrastructure projects such as street reconstruction, resurfacing or sewer and water system upgrades.



5 West Main Street before renovation



The proposed renovation for 5 West Main Street



5 West Main Street undergoing renovation

KEY CONCERNS, NEEDS AND INTERESTS

To establish and understand key concerns, needs and interests of the Marshalltown Community, a series of engagement activities were held over the course of this plan's 6-month planning process. Over 1,500 people provided input and feedback for this master plan through these activities. Engagement opportunities included:

- Online community survey
- Online wikimapping survey
- Online housing survey
- 5 downtown steering committee meetings
- 4 focus group meetings
- Multi-day community planning charrette
- 12 confidential interviews
- A community-wide open house
- Interactive project website

Information that came from the mining of Marshalltown's local knowledge, wisdom and experience is the foundation for this plan. City staff and Downtown Advisory Committee Members have also helped guide decision-making during the master planning process in order to provide real, implementable ideas that are embraced by the community.

Over the course of the master planning engagement activities, the key concerns, needs and interests of the community began to emerge. The figure on the following page outlines these key findings. More detailed summaries and descriptions of all engagement activities are provided in Appendix 1.



Figure 1.1 KEY CONCERNS, NEEDS AND INTERESTS

Revitalization + Redevelopment

- Desire for more options for eating/drinking, shopping, entertainment and events
- Historic downtown buildings are Marshalltown's greatest asset
- Desire for building renovations/restorations and vacant shops upper story residential spaces being filled/utilized
- Nearly half the respondents indicated interest in downtown living
- Strong support for preservation-oriented design standards

Movement, Connectivity + Parking

- Access to parking and parking duration limits were mentioned as a challenge
- Willingness to explore modifications to parking arrangements, including structured parking
- Strong support for conversion to two-way streets
- Interest in biking into and around downtown
- Deterrents to biking downtown include safety and connectivity concerns

Gathering, Streetscape + Greening

- Strong interest in greening the downtown by adding gardens and plantings
- Support for including trees in the downtown
- Desire for more investment in public gathering spaces
- Desire for more seating options downtown
- Gathering/parks should support a wide variety of users, from residents to workers to visitors
- Strong interest and support for updated and expanded streetscape enhancements throughout downtown
- Need more regularly scheduled activities and events to draw people downtown and support businesses

THE CHARRETTE

The cornerstone of the public engagement plan was the 4 day charrette held in February. Designed to get consultants, city staff, community members and decision makers working together side-by-side, the charrette strengthened citizen participation and support while quickly and efficiently advancing the project planning and design. A planning studio space was established at City Hall and was periodically open to the public.

To provide feedback loops as concepts were explored and refined a series of meetings were held:

- An evening community kick-off session to review existing conditions assessments, discussing issues, goals, and craft a draft vision for revitalizing downtown.
- A lunch hour project steering committee meeting and an evening community review session for discussing and evaluating planning and design alternatives.
- A final Saturday afternoon presentation and discussion of draft recommendations for policies, plans and projects.

These events led to the development of action-oriented recommendations for achieving the community's vision, including identification of multiple catalyst projects.



CHAPTER 2 THE VISION DOWNTOWN TOMORROW 2030 +

OVERALL FRAMEWORK
REVITALIZATION + REDEVELOPMENT
DESIGN STANDARDS
MOVEMENT, CONNECTIVITY + PARKING
GATHERING, STREETScape + GREENING

OVERALL FRAMEWORK

The overall framework for downtown revitalization is built upon the recognition that the function and role of Marshalltown's downtown has evolved over the years from serving as the primary location for shopping and professional services to a more integrated, multi-faceted district for working, living, shopping, entertaining and socializing. This multi-functionality provides downtown with multiple paths for achieving and sustaining socio-economic vitality. As more people live and work in downtown they patronize its shops, services, restaurants and events. This in turn strengthens economic vitality which allows for increased investment in buildings and expansion in the variety of business offerings which broadens downtown's appeal to the broader community. This also strengthens support for enhancing downtowns' physical environment with new green spaces, streetscapes, wayfinding signage, and traffic and parking improvements.

The evolution of downtown's form and function has established a set of recognizable corridors and sub-districts with differing physical, socioeconomic and environmental characteristics. For



Downtown Marshalltown, circa 1960's



Downtowns today play a strong role in supporting a community's social fabric

example the historic Main Street remains the primary corridor for shopping, dining and upper story living while areas to its south have transitioned to a wide mix of uses from well-established technology and research and development to professional services, wholesaling and residential lofts. The Redevelopment and Enhancement Framework graphic (Figure 2.1) identifies the focus or direction for addressing issues

and needs within the sub-districts and corridors as identified through the site analysis and public engagement process. More specific, site-focused recommendations are described within this section of the Master Plan.

This Downtown Master Plan organizes recommendations for revitalization and enhancement into three key areas:

Revitalization and Redevelopment, which focuses on the renovation and reuse of existing buildings, vacant and or underutilized sites, and the design and use of new buildings.

Movement, Connectivity and Parking, which includes the rationale for 1-way to 2-way traffic conversions, strengthening biking and walking facilities and parking enhancements.

Gathering, Streetscape and Greening, which describes locations and designs concepts for new parks, public art, plazas, renovated streetscapes and landscape enhancements along the public right of way.



Downtowns today mix living and socializing with working, shopping, and dining.

Figure 2.1 Redevelopment + Enhancement Framework Areas 1-4

May 31st, 2019

1 MIXED RESIDENTIAL CONSERVATION - NORTH

- a. Rehabilitation/Renovation
- b. Infill/Medium Density Redevelopment

2 STATE STREET CORRIDOR

SECONDARY LEVEL DESIGN STANDARDS

- a. Improve Visual Character
 - Street trees
 - Lighting
 - Wayfinding

COMPLIMENT MAIN STREET COMMERCIAL WITH NEW USES

- b. Multi-Story Apartments/Condos
- c. Commercial (pedestrian + auto-oriented)
- d. Hotel
- e. Indoor Recreation

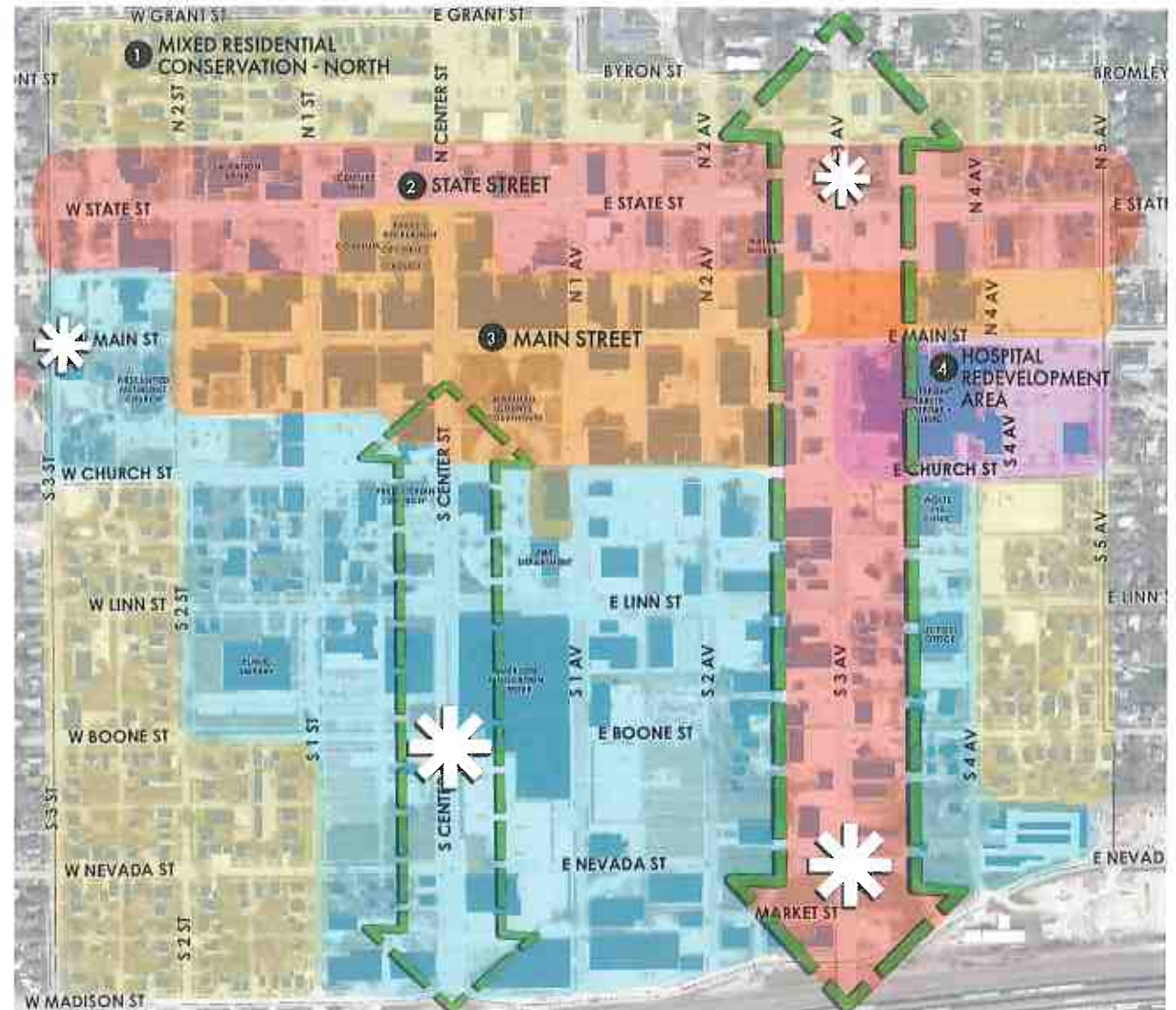
3 MAIN STREET HISTORIC DISTRICT

PRIMARY LEVEL DESIGN STANDARDS

- a. Infill
- b. Restoration/Renovation
- c. Commercial/Service
- d. Enhanced Streetscape + Public Realm
 - Street Trees
 - Lighting Additions/Enhancements
 - Bicycle parking
 - Alleyway Conversions/Enhancements
 - Public Art (Murals, Furnishings)
- e. New Urban Park at West End
- f. Parklet dining
- g. Residential

4 HOSPITAL REDEVELOPMENT AREA

- a. New Housing
 - Multi-story Apt./Condo
 - Pocket Neighborhood
- b. Downtown Park
- c. Conference Center/Hotel



NOTE: Districts and areas illustrate consultants interpretations of existing conditions

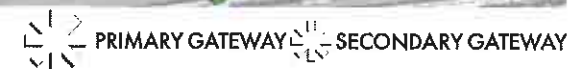
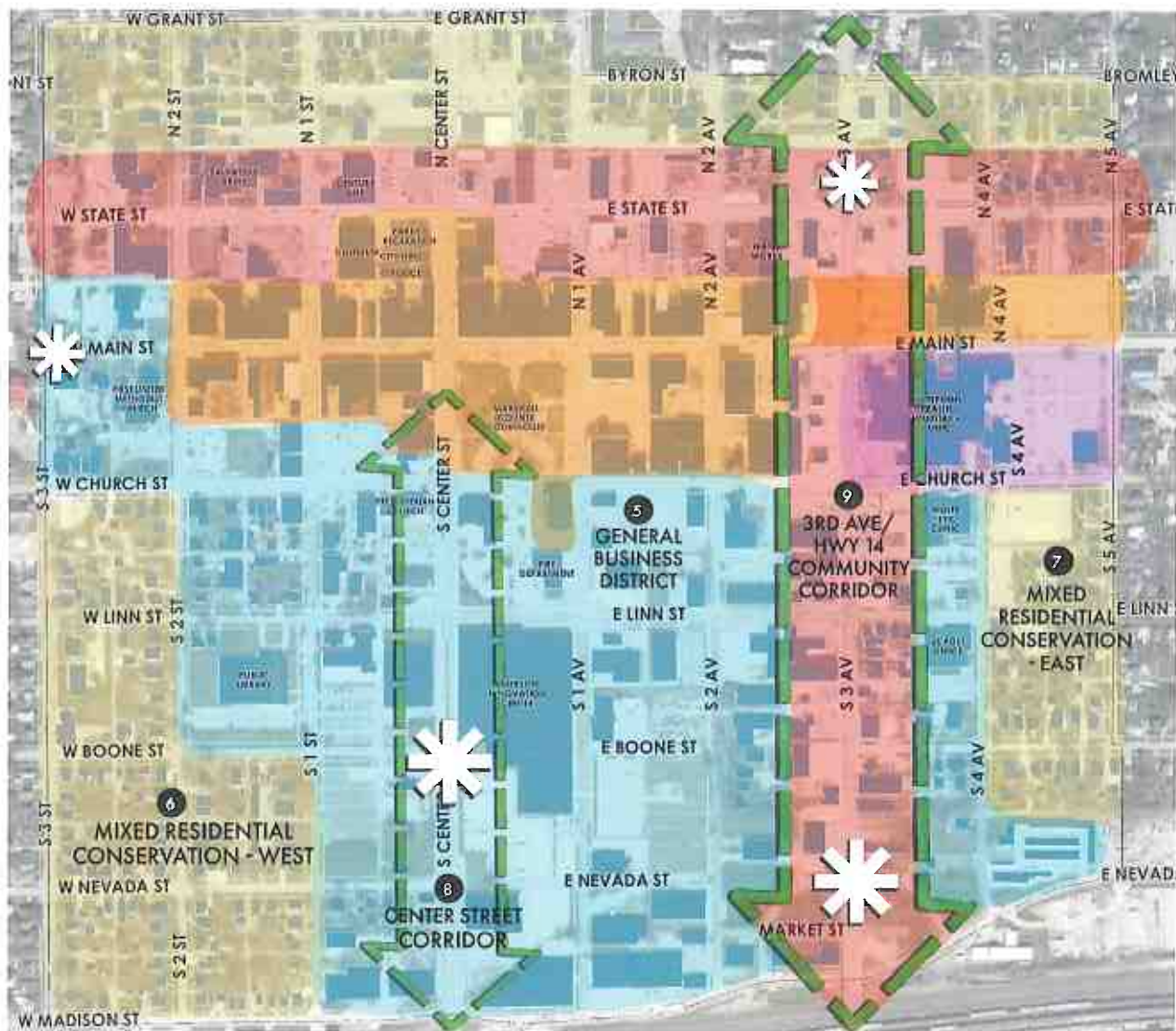


Figure 2.2 Redevelopment + Enhancement Framework Areas 5-9

May 31st, 2019



NOTE: Districts and areas illustrate consultants interpretations of existing conditions



PRIMARY GATEWAY



SECONDARY GATEWAY

5 GENERAL BUSINESS DISTRICT

SECONDARY LEVEL DESIGN STANDARDS

- a. Infill
- b. Adaptive Reuse
- c. Employment-oriented Uses
- d. Parking + Site Enhancements
- e. Wholesale Commercial
- f. Automotive Care
- g. Technology, Research + Development

6 MIXED RESIDENTIAL CONSERVATION - WEST

- a. Rehabilitation/Renovation
- b. Infill/Medium Density Redevelopment

7 MIXED RESIDENTIAL CONSERVATION - EAST

- a. Rehabilitation/Renovation
- b. Infill/Medium Density Redevelopment

8 CENTER STREET NORTH/SOUTH CORRIDOR INTO/OUT OF DOWNTOWN

SECONDARY LEVEL DESIGN STANDARDS

- a. Bridge Enhancements (atop + underneath)
- b. Street Trees
- c. Wayfinding

PRIMARY DOWNTOWN GATEWAY

- d. Unique / Artist-designed Feature, Sign, or Sculpture
- e. Lighting

9 3RD AVE/HWY 14 COMMUNITY CORRIDOR

SECONDARY LEVEL DESIGN STANDARDS

- a. Infill + Adaptive Reuse
- b. Implement Hwy 14 Master Plan Recommendations
- c. Implement Wayfinding Master Plan

PRIMARY DOWNTOWN GATEWAY

- d. Unique / Artist-designed Feature, Sign, or Sculpture
- e. Unique Lighting
- f. Unique Plantings

REVITALIZATION AND REDEVELOPMENT

Existing Buildings

Marshalltown Central Business District, Main Street Program and the City have been collaborating with downtown building and business owners in renovating existing downtown buildings for several decades. This work has become a priority due to the devastating impacts of the July 2018 tornado. The Existing Building Repairs, Renovations and Removals plan graphic (Figure 2.2) illustrates the extent of ongoing reinvestment activity at the time of this downtown planning effort. The extents of renovation and rebuilding range from awning and sign replacements to new roofs and windows to full multi-story reconstruction.

New Buildings

The secondary result of the July tornado has been the removal of severely damaged buildings. Renovation and Redevelopment Plans 1 and 2 identify opportunities and recommendations for introducing new buildings and uses to these locations. As the assessment of building damage continues, additional buildings may be removed making way for additional redevelopment.



Aerial view of downtown Marshalltown looking north-west

Figure 2.3 Existing Building Repairs, Renovations + Removals

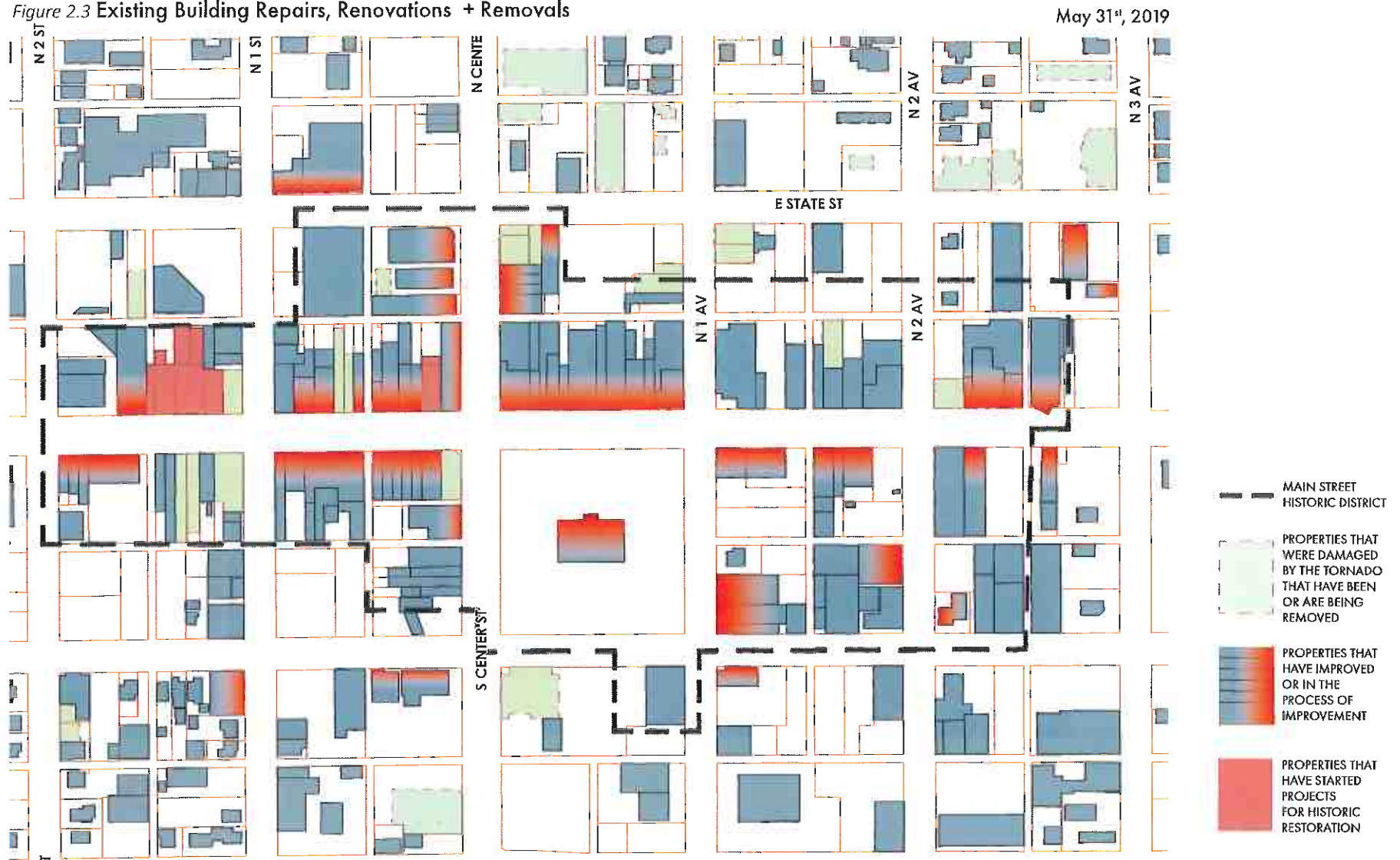


Figure 2.4 Renovation + Redevelopment Plan 1: Known Sites, State Street Corridor + Main Street Corridor

May 31st, 2019

- 1 **KNOWN REINVESTMENT SITES**
 - a. Racom building repairs
 - b. New Hispanic grocery location
 - c. McGregors Furniture repairs + Black Tire Bike
 - d. Colosseum building upgrades
 - e. Ocean City building restoration
 - f. New hardware location
- 2 **STATE STREET CORRIDOR**
 - a. Removed damaged office building
 - Potential 1 story commercial building
 - b. Removed damaged senior center
 - Potential 3-4 story residential building
 - Tax credit application approved
 - c. Multiple damaged buildings removed
 - Potential multi-use redevelopment opportunity
 - d. Removed damaged commercial building
 - Potential 2-3 story commercial or mixed use building
 - e. Removed damaged bank building
 - Potential 2-3 story mixed use building
- 3 **MAIN STREET HISTORIC CORRIDOR**
 - a. Removed damaged office building
 - Potential 1-2 story commercial building
 - b. Remove or Renovate damaged mix-use building
 - Potential 2-3 story commercial building
 - c. Removed damaged mix-use building
 - Potential 2-3 story mixed use building
 - d. Anticipated removal of damaged building
 - Potential 3-4 story mixed use building
 - e. Anticipated removal of two damaged buildings
 - Potential 3-4 story mixed use building
 - f. Remove or renovate damaged commercial building
 - Potential 3-4 story mixed use building
 - g. Removed damaged commercial building
 - Potential 3-4 story mixed use building
 - h. Heavily damaged with repair opportunities
 - Planned renovation with new 4 story residential building

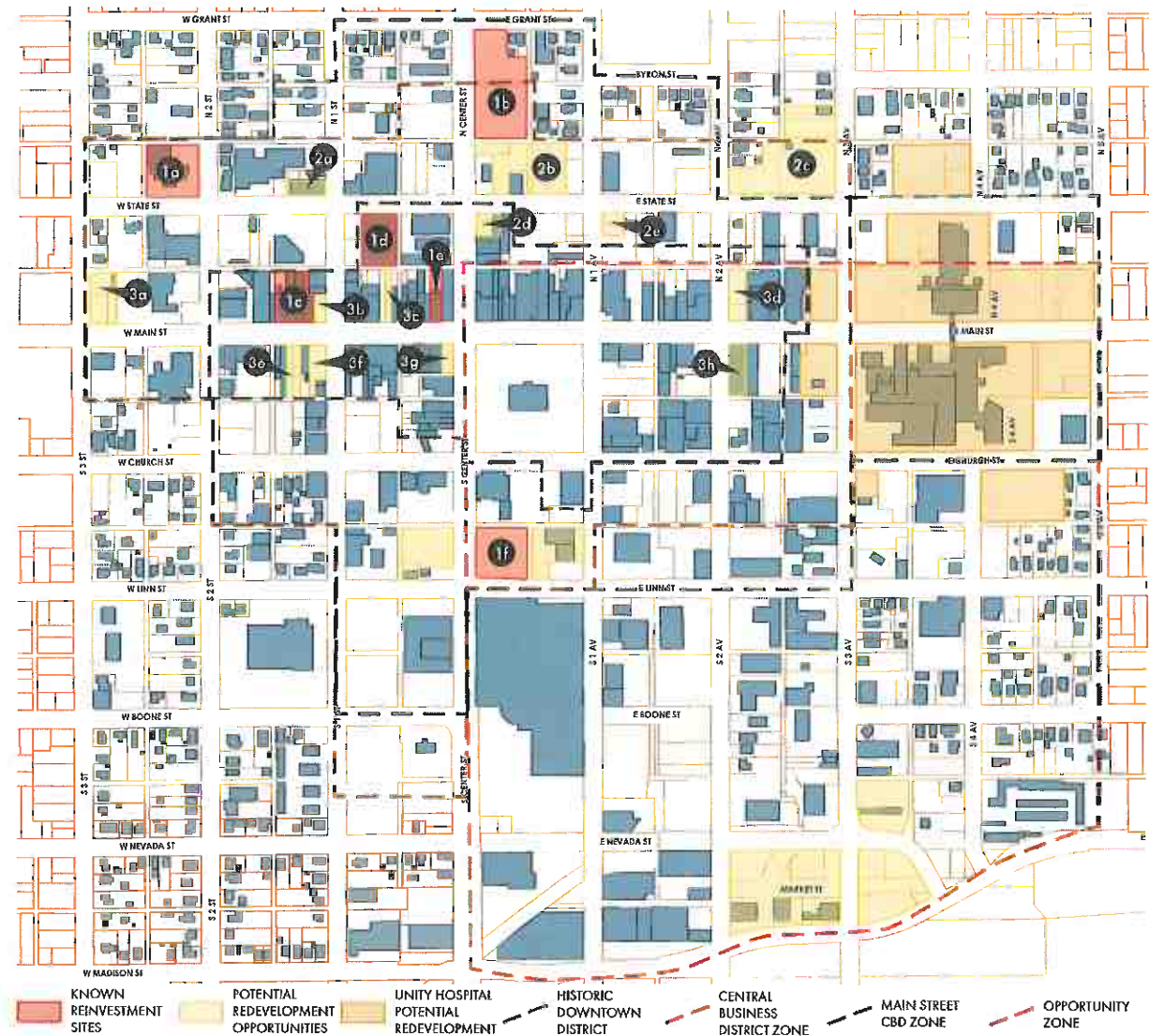
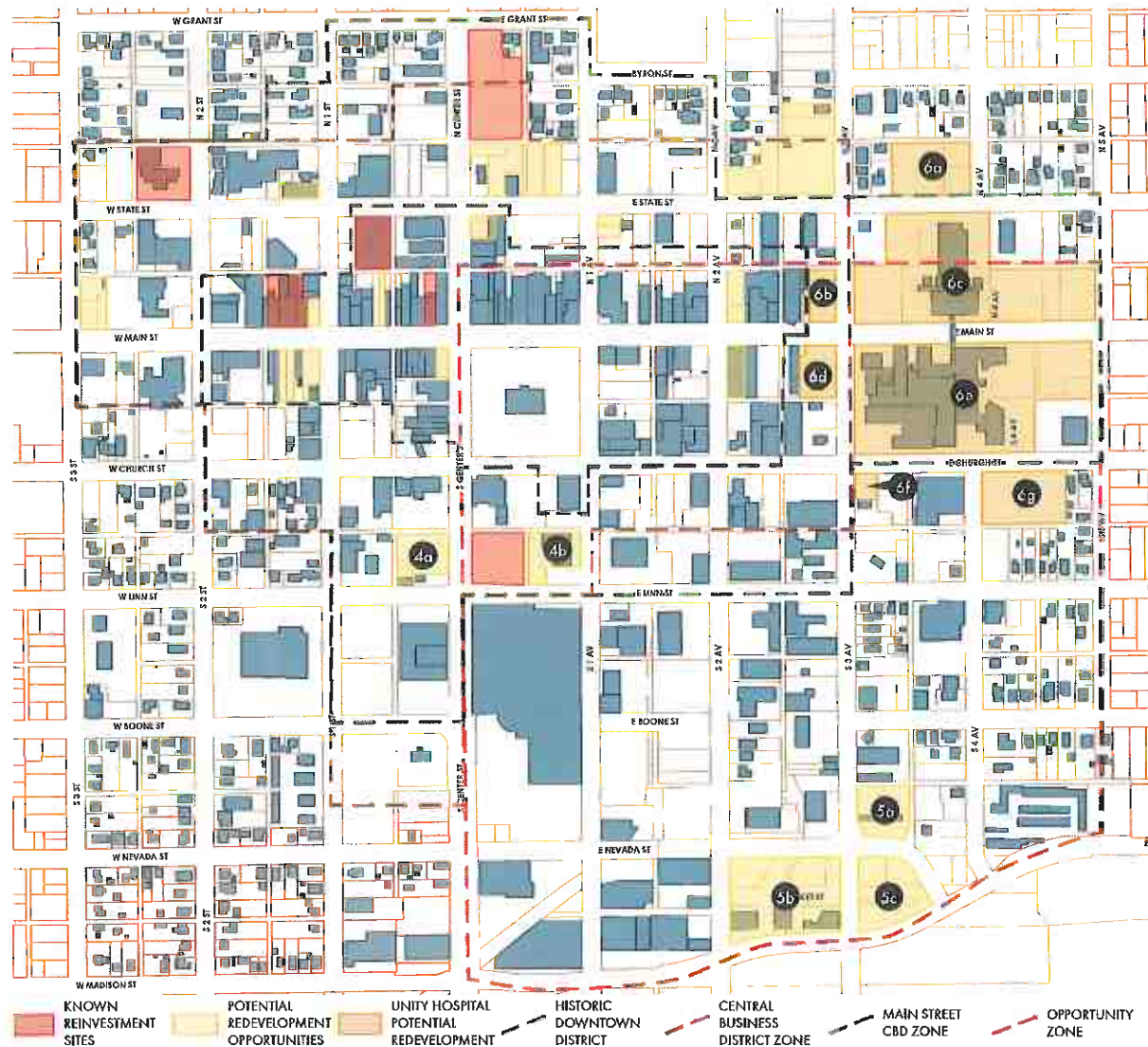


Figure 2.5 Renovation + Redevelopment Plan 2: Linn Street Corridor, 3rd Ave Gateway, and Unity Hospital Sites
May 31st, 2019



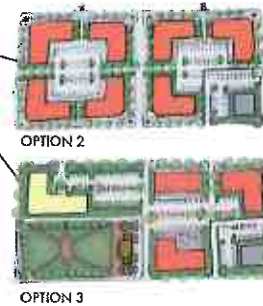
- 4 LINN STREET CORRIDOR
 - a. Removed damaged commercial building
 - Potential 2-3 story mixed use building
 - b. Redevelopment Opportunity at fire department building
 - Potential 2 story commercial building
- 5 3RD AVENUE GATEWAY
 - a. Underutilized vacant site
 - Potential 2-3 story commercial building
 - b. Re-alignment of ramps to bridge
 - Potential 3-4 story commercial/entertainment
 - Potential site for culinary incubator catalyst project
- 6 UNITY HOSPITAL SITES
 - a. Hospital owned parking lot
 - Potential location for pocket neighborhood catalyst project
 - b. Hospital owned parking lot
 - Potential Orpheum parking
 - c. Potential hospital relocation
 - Potential adaptive re-use/redevelopment
 - Lodging, Commercial, residential, or mixed use buildings
 - Potential site of festival park catalyst project
 - d. Hospital owned parking lot
 - Potential 2 story commercial
 - e. Potential hospital relocation
 - Potential adaptive re-use/redevelopment
 - Lodging, Commercial, residential, or mixed use buildings
 - Potential site of festival park catalyst project
 - f. Hospital owned parking lot
 - Potential Maid Rite acquisition and expansion
 - g. Hospital owned parking lot
 - Potential 2-3 Story residential building

Figure 2.6 Potential Redevelopment Concepts

May 31st, 2019

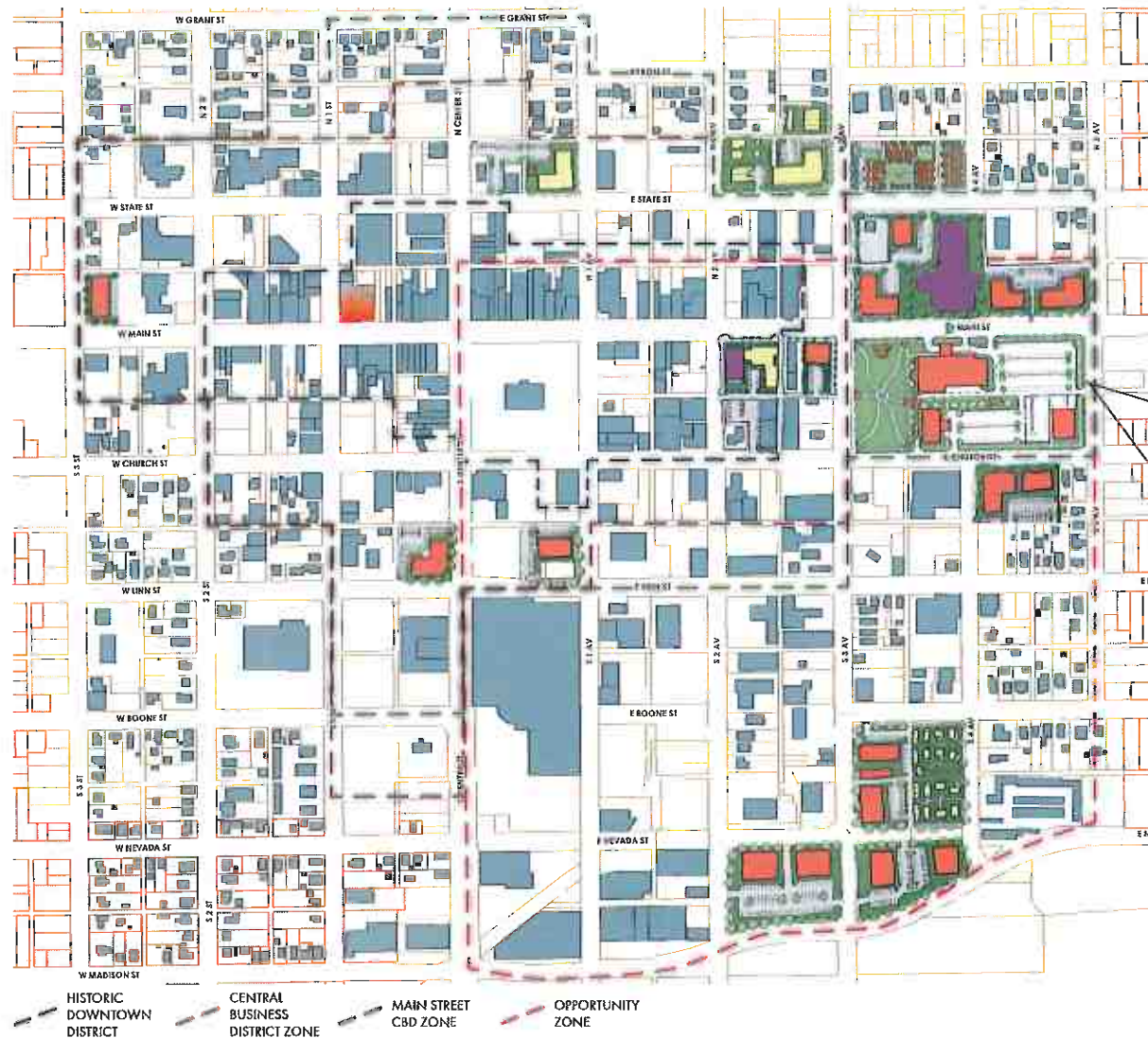
Unity Point Health

As Unity Point Health continues to reposition its medical services in Marshalltown, it's possible the facility at S 3rd Avenue and E Main Street in downtown may eventually close. The age and unique nature of the existing medical facilities are likely to limit or even prevent their reuse so the redevelopment scenarios explored with this Downtown Master Plan assume the entire site will be cleared.



Redevelopment options explored for the site range from a new conference center, hotel and festival park to mixed use and multi-family residential.

An option for better understanding the site's redevelopment potential would be to establish a set of goals for the site, describe its characteristics and package these into a solicitation for redevelopment concepts from regional and or national development companies. This could help define a more realistic, achievable program which could then be the subject of a formal Request For Redevelopment.



The Potential Redevelopment Concepts plan graphic (Figure 2.5) illustrates conceptual site development options for vacant and underutilized sites within the downtown. This plan along with the accompanying Renovation and Redevelopment plan graphics were prepared with a combination of real estate market research and input from scores of downtown stakeholders during the multi-day planning charrette. While the concepts illustrated on these plans represent desired programmatic and site development outcomes, alternative program and design arrangements may be similarly valid and acceptable including options for new parks, gardens and plazas.

Given the extent of vacant and underutilized land and Marshalltown's modest rate of community growth, the most realistic redevelopment scenario will likely include a mix of renovated and new buildings together with a variety of new temporary and permanent public gathering and green spaces.

Real estate market profiles identifying development potential are included in Appendix 2.



3-D views of commercial / residential mix use redevelopment concepts for filling in vacant building sites (as of May 31st, 2019) in the downtown core



Perspective sketch of new mixed use buildings, bike lanes and streetscape at Center Street and Linn Street.

DESIGN STANDARDS

The topic of design standards and guidelines is one that community residents and stakeholders thought was key to advancing success in the downtown, and is an element the SEH Team also believes is central to a more vital and appealing downtown. As discussed in interviews with stakeholders, and presentations to the community at large during the charrette, design standards are a means of achieving quality control over new development and building renovations. Evidence of broad-based support for establishing development standards and design is found in:

- 80% of respondents to the online survey conducted at the beginning of the planning process indicated that the “historic buildings” were the primary reason why they go to the downtown. Preserving and restoring the historic qualities of downtown buildings is one of the key reasons to establish standards and/or guidelines to regulate building design.
- Every person interviewed during the planning process indicated that establishing design standards was very important to the future success of the downtown.
- Feedback from attendees at various charrette events was overwhelmingly supportive of the idea of establishing development/design standards.



The establishment of downtown design standards has such a wide degree of support within Marshalltown for good reason, such standards will enhance the value of historic downtown buildings, which are its most important asset. Strengthening and preserving the historical character of the downtown will enhance its visual quality and charm, which will result in attracting more visitors and more business activity. It is widely accepted that investments made in enhancing

historic places represents a sound business decision. Many studies have been done to document this finding. An easy to read summary of such findings can be found in the publication: *Measuring the Economics of Preservation: Recent Findings*, which was prepared for the Advisory Council on Historic Preservation by PlaceEconomics, June, 2011.

Enhancing the historic assets of downtown Marshalltown will take time and money, and a strong, broad-based consensus within the community is needed to sustain it. It is understood that not all property owners or civic leaders may support a policy of establishing design standards. For example, some of the owners of buildings in the downtown are not supportive of building renovations to restore the historic character of the buildings, especially when such renovations result in added costs. Also, some elected and appointed officials may feel that the City should not impose specific standards on the owners of downtown property because those owners should be free to improve their properties as they see fit. While a significant majority of residents and stakeholders support the establishment of design standards, it is important to acknowledge and understand contrary opinions as a means of forging the broadest and strongest consensus on this topic.

The development of detailed, site specific **design standards begins with the preparation of interim standards as a part of the completion and adoption of this Downtown Master Plan.**

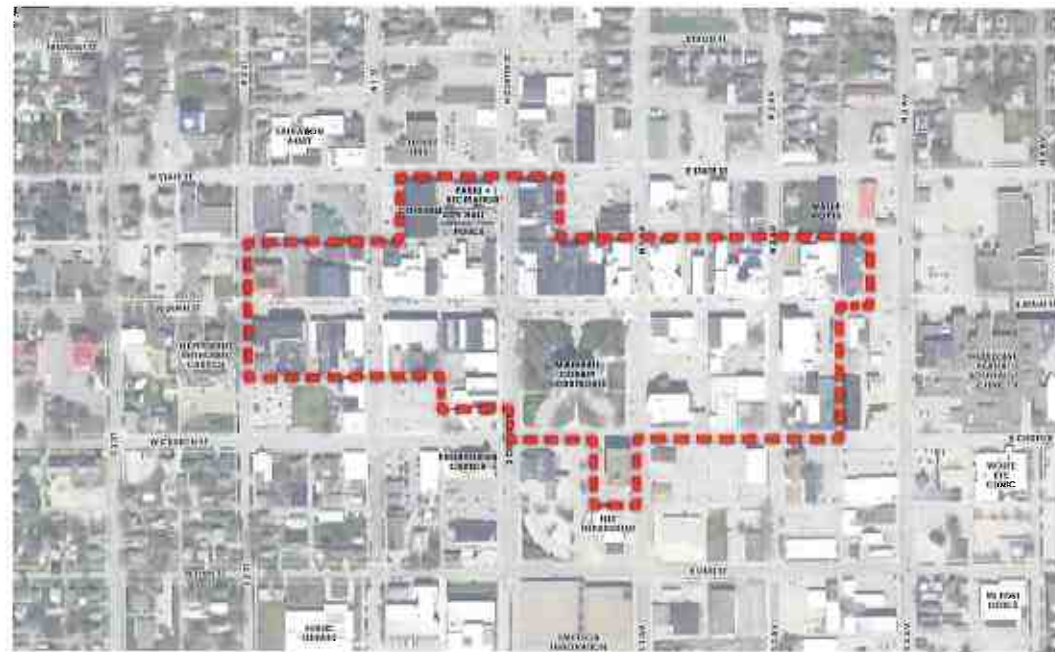
These interim standards are intended to provide guidance on the primary design aspects of renovation and new construction. Given the critical need for additional dialogue and outreach with property and business owners, City leadership and staff, especially on the administration and mandatory design standards, **it is recommended that draft and final illustrated standards should be completed and adopted shortly (within 4-6 months) following the adoption of this Downtown Master Plan.**

Historic District Interim Standards

The Marshalltown Downtown Historic District comprises the core blocks of the central business district extending for four and a half blocks along East Main Street and West Main Street, partial block sections of State and Church Street which parallel Main, and short sections of intersecting streets north and south Center Street, 1st Avenue, 2nd Avenue, and 1st Street (see map). The focal point of the district is the Marshall County Courthouse and Courthouse Square which is also a National Register Historic Property. At the time the district was entered in the National Register in 2002 it included 96 properties of which 80 were determined as contributing to the district's historic significance and character. Specific characteristics of the district and its contributing properties is documented in the National Register of Historic Places Registration Form certified on January, 17, 2002. Several of these properties have been demolished due to severe damage caused by the tornado that struck the City in 2018.

The purpose of design standards for the Marshalltown Downtown Historic District is to define standard treatments for the exterior renovation, restoration and maintenance of historic buildings within the geographic extents of the district. The intent of the standards is to restore, repair and retain the original exterior building facades while incorporating updated building practices such as thermal pane

windows, electrical circuitry, fire suppression and heating plants. The goal of the standards is to achieve an overall district appearance that exhibits the inherent, authentic qualities of its numerous historic properties while allowing for the insertion of new buildings that are sensitively designed to blend or harmonize with the district's visual character.



The Marshalltown Downtown Historic District

The Historic District Standards require:

- Review and approval by Zoning Administrator of construction plans and building material samples
- Application of the standards when more than ten percent (10%) of a building's front or street facing side exterior is the subject of construction activities / modifications
- Application of the standards on all new buildings
- Use of authentic building materials found throughout the District such as traditional brick (2-1/2" x 3-3/4" x 8"), cut / finished stone, painted steel, painted wood and transparent glass
- Restoration of original building doorway and window opening patterns and sizes
- A minimum ground level transparency of 30% for new buildings
- Use of flat roofs, restoration of original building cornice and parapet detailing
- Screening of rooftop mechanical equipment using materials matching or highly compatible with the building's exterior
- Exterior renovations and restorations to remove previously applied, non-original materials, awnings and signs
- New multi-story buildings to clearly exhibit a base, middle and top
- New buildings be sited at the edge of existing sidewalk with no front setback with the exception of a minimum recess (3 foot max.) for the primary entry
- New building-associated surface parking lots to be located to the rear and or non-street facing side of the building
- Screening of street fronting private surface parking lots with a combination of decorative metal fencing and plantings at a minimum height of three feet (3') feet and maximum height of three foot six inches 3'-6")



Stone and brick, as on the Marshalltown Police Building, is an example of authentic materials.



New metal-clad main-street-style commercial storefront display windows are allowed.

The Historic District Standards allow:

- Replacement of original single pane windows with thermal pane windows
- Replacement of wood frame doors and windows with steel or aluminum frame products
- Replacement of exterior decorative steel or wood moldings with High-Density Polyurethane, PVC, Glass Fiber Reinforced Polymer (GFRP – commonly known as fiberglass), and Glass Fiber Reinforced Gypsum (GFRG).
- Decorative doorway and window awnings in fabric or metal with a maximum overhang of four (4) feet
- Externally illuminated projecting signs not exceeding five (5) square feet
- Externally illuminated wall signs within a traditional horizontal running upper sign band not exceeding twenty (20) square feet
- Internally illuminated indoor window signs not exceeding five (5) square feet
- Restoration of original, historic painted wall signs

- Installation of new painted murals of an artistic, non-advertising nature

The Historic District Standards prohibit:

- Infilling or covering over original window and door openings
- Mirrored, opaque or heavily tinted (greater than 20%) glass
- Substitution of nontraditional window types and style such as transom or awning windows substituted for double hung or fixed plate glass display windows
- Inauthentic, inappropriate building materials such as lap or panel siding in asphalt shingle, wood, cement composite or vinyl, EFIS as a primary material, brushed and polished metals (steel, aluminum) concrete block masonry units, etc.
- Significant changes (more than 5%) in doorway and window opening shapes and sizes
- Combining of adjacent building facades into a single, new façade
- Filling/obscuring more than 25% of display windows with signs, temporary and/or permanent.



Infilling or covering over original window and door openings is prohibited in the Historic District.

- Gable, shed, gambrel and mansard pitched roofs
- Separate, detached storage sheds or garages
- Signs or individual letter or words attached to the tops of awnings
- Roof or cornice signs
- Free standing pole or monument signs
- Flood or spot lighting of entire exterior façade(s)

Main Street CBD (Central Business District) Interim Standards

This district comprises half-blocks along the north side of State Street between South 3rd Street and S 3rd Avenue, partial blocks along Church St between S 2nd Street, and several blocks south of Church Street to W Boone Street between S 1st Street and S Center Street and a partial block south of Church Street between S Center Street and S 1st Avenue (see map). The area hosts a variety of single and multi-story buildings of primarily commercial use ranging in age, size and design as well as numerous surface parking lots and vacant sites. There are a small number of older detached residential buildings in the district which are exempt from the design standards.

The purpose of these standards is to define acceptable treatments for the **exterior renovation of existing buildings and the design of new buildings** within the Central Business District. The goal of these standards is to reinforce the downtown as a pedestrian environment, and as a place of quality development where new and renovated buildings are compatible with the visual character of the Marshalltown's historic Main Street.

The Central Business District Standards require:

- Review and approval by Zoning Administrator of construction plans and building material samples
- Application of the standards when more than twenty five percent (25%) of a building's front or side street facing exterior is the subject of construction activities / modifications
- Application of the standards to all new buildings



The Marshalltown Central Business District

- Use of the same exterior design and materials on all exposed (visible) building faces
- Primary entrance to face the primary street
- Minimum ground level transparency of 20% for new and renovated buildings
- At least 50% (1/2) of the front façade of new mid-block buildings shall be built up to the sidewalk with no front setback with the remainder set back no greater than four (4) feet provided the set-back space is used for plantings and or outdoor seating
- Screening of rooftop mechanical equipment using materials matching or highly compatible with the building's exterior
- New buildings located on corner lots to meet 50% build-to requirements on both street facing facades and their placement shall be subject to review and adjustment for adequate site distance by the City Engineer
- New building-associated surface parking lots to be located to the rear and or non-street fronting side of the building

The Central Business District Standards allow:

- Replacement of original single pane windows with thermal pane windows
- Replacement of wood frame doors and windows with steel or aluminum frame products
- Replacement of exterior decorative steel or wood moldings with High-Density Polyurethane, PVC, Glass Fiber Reinforced Polymer (GFRP – commonly known as fiberglass), and Glass Fiber Reinforced Gypsum (GFRG)
- Use of a range of durable building materials including various shapes and sizes of brick (standard, jumbo, etc.) stone, stucco, EFIS, decorative /textured concrete masonry units, decorative metal panels, painted wood and painted or weathered steel
- Gable, hip, shed and mansard pitched roofs with minimum slopes of 6:12
- Decorative doorway and window awnings in fabric or metal with printed signage and maximum overhang of four (4) feet



Jumbo, oversized brick and decorative concrete block are only allowed in the Central Business District.



General CBD design standard-allowed material-metal panel



Awnings with printed sign graphics are allowed in both districts.

- Externally or internally illuminated projecting signs not exceeding five (5) square feet
- Externally or internally illuminated wall signs within a traditional horizontal running upper sign band not exceeding thirty (30) square feet
- Internally illuminated indoor window signs not exceeding eight (8) square feet
- Restoration of original, historic painted wall signs
- Installation of new painted murals of an artistic, non-advertising nature

The Central Business District Standards prohibit:

- Placement of off-street parking facilities within the front yard / build to area
- Mirrored, opaque or heavily tinted (greater than 20%) glass
- Lap siding in wood, cement composite and vinyl
- Highly reflective polished metals (steel, aluminum)

- Signage, temporary or permanent, covering more than 25% of a buildings front window(s).
- Plain, untextured concrete masonry units
- Asphalt shingle siding
- Gambrel (barn style) pitched roofs
- Utilitarian metal building systems such as Morton or Butler buildings
- Separate, detached storage sheds or garages
- Flood or spot lighting of entire exterior façade(s)
- Free standing pole or monument signs



Lap siding is prohibited in both districts.



Signs covering more than 25% of front display windows is prohibited in both districts.



Reflective glass is prohibited in both districts.

MOVEMENT, CONNECTIVITY AND PARKING

The Downtown Plan seeks to address the needs of pedestrians, bicycle riders, transit patrons and motorists in and around Downtown Marshalltown. The plan is inspired by the vision of a more connected downtown that especially welcomes people walking and biking - of all ages and abilities - who are shoppers, workers and residents and contribute to the district's vitality. An Active Transportation / Active Living approach is an important component of this plan. This approach looks to expand opportunities to walk / bike / take transit as part of normal, everyday activities and to use policies, systems and environmental changes to increase opportunities for people to make physical activity a part of daily life. Fundamental to this approach is the fact that regardless of the mode of travel (car, bus, bike, etc.) we begin and end every trip as a pedestrian.

Recommendations for enhancing Marshalltown's movement, connectivity and parking systems address:

- Church and Linn Street directional conversion
- Active Transportation (walking and biking)
- HWY 14 / South 3rd Ave enhancements
- Quiet Zone / Railroad Safety Improvements
- Parking resource management
- Main Street angled parking pilot/ experiment

Church and Linn Streets

One of the more significant stakeholder concerns for moving people and goods within and through downtown Marshalltown centers on the one-way directional traffic of Church and Linn Streets. Some of the frustration attributed to this condition can be traced to the 2006 City Center Plan's recommendation for conversion of these streets to two-way operation. Thirteen years later the circumstances and details (traffic counts, speeds, turning movements,

rights-of-way, etc.) remain relatively unchanged and this plan supports the recommendation for converting Church and Linn Streets to two-way travel.

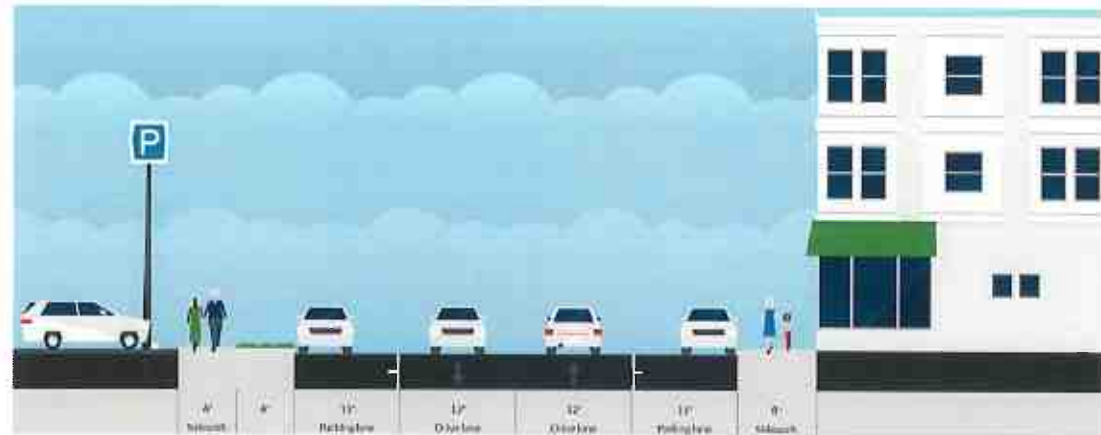
This current master planning effort analyzed existing conditions for the westbound Church Street and east bound Linn Street corridors across the city (beyond downtown) to ensure the practicality and workability of 2-way operations. Primary issues regarding these streets center on perception of pedestrian and bicyclist safety and comfort and visibility and accessibility of corridor businesses:

- Speeding: lack of opposing traffic encourages / supports faster travel speeds
- Turning movements: free left and right turns hinder pedestrians and cyclists wanting to cross the street
- Directionality: single direction streets limit the number of users (in volume and by time of day) readily available to patronize street fronting businesses

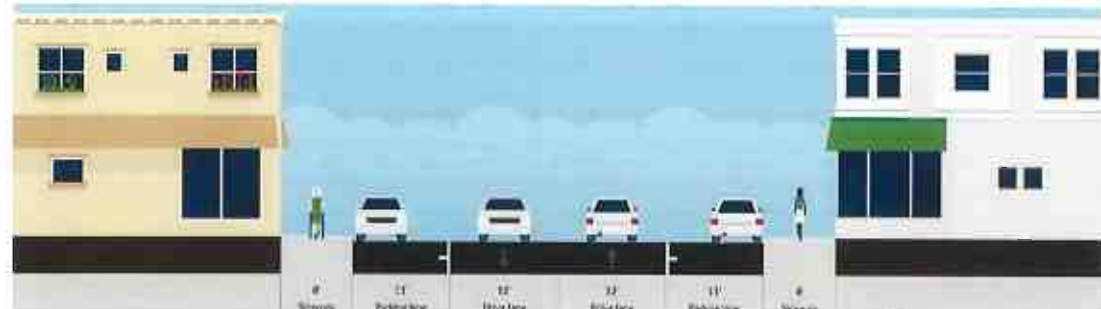
Proceeding with the conversion of Church and Linn one-way streets to two-way streets is recommended with the following caveats:

- Conduct a traffic engineering study to assess the impact on traffic and turning movements in downtown and to determine necessary modifications to traffic control, signing, striping, etc.
- Maintain existing parking and accommodate turn lanes where needed
- Use a “yield-street” configuration in the narrowest portions of Linn Street and Church Street outside of the downtown district

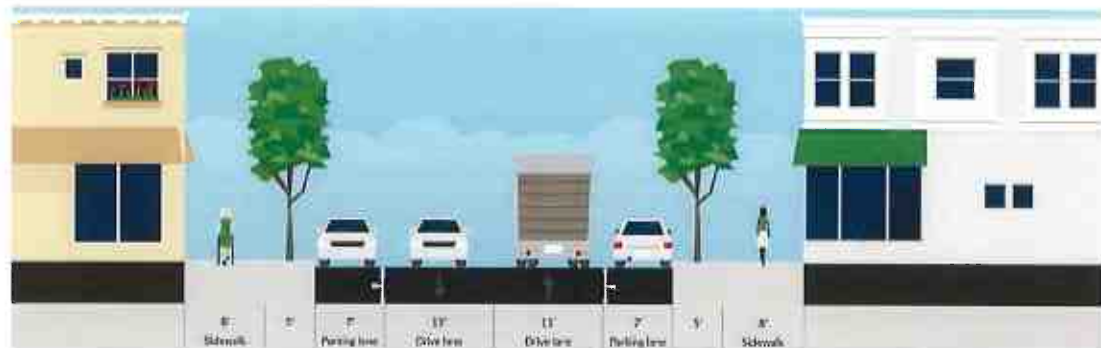
(More detailed information regarding the analysis is provided in Appendix 2)



Linn Street: Two-way Conversion Concept



Church Street Downtown: Two-way conversion within existing curb lines



Church Street: Two-way conversion with widened sidewalks- future reconstruction

Active Transportation

Health starts in the communities where we live, work, and play. The way communities are planned and designed plays a significant role in the physical, emotional, and financial well-being of community members. Active transportation policies and initiatives help make walking or biking a useful, easy, fun and normal part of everyday life for a community's residents. Active transportation is important community wide as well for the downtown because it can:

- Improve physical and mental health;
- Make walking and biking safer and therefore a more realistic choice;
- Reduce traffic congestion, improve air quality, making neighborhoods like downtown more livable;
- Reduce demand for parking;
- Reduce transportation costs for workers and residents;
- Decrease the risk and severity of chronic disease and medical costs.



Providing separated bike facilities increases safety and use by riders of all abilities.



Providing a safe, attractive, useful, and interesting walking environments is key to strengthening downtown viability.

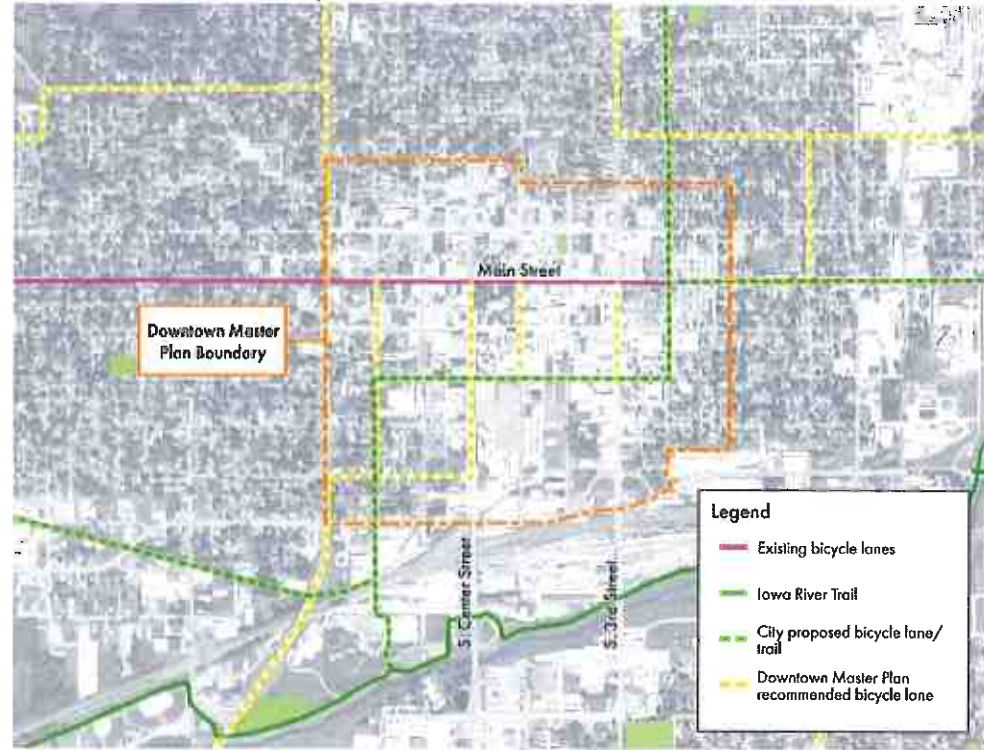
While the downtown street and sidewalk system is extensive and interconnected it lacks consistency in facilities and amenities such as up to date ADA curb ramps, street trees, bike parking and wayfinding. Improving downtown walkability is key to downtown's long-term success.

Currently biking is supported in downtown by striped bike lanes on Main Street although on any given day, people can be seen biking throughout the downtown. Similar to walkability, making it safer and easier to move in and through downtown by bicycle improves downtown's accessibility for people of all ages and abilities and broadens its appeal.

Recommendations for improving the active transportation aspects of walking and biking include:

- Implement recommendations of the currently-underway Americans with Disabilities Act compliance study in order to comply with current regulations.
- Include visual and audio count down timers as a part of future upgrades to downtown traffic signals.

Figure 2.7 Planned and Proposed Bike Facilities



- Eliminate free “right on red” at all signalized downtown intersections.
- Prepare a Bicycle / Pedestrian Master plan for the city.
- Develop a broader network of on-street bicycle facilities.

Amenity enhancement-related recommendations for improving aspects of downtown walkability are addressed in Section 2d. Gathering, Streetscape and Greening.

HWY 14 / South 3rd Ave

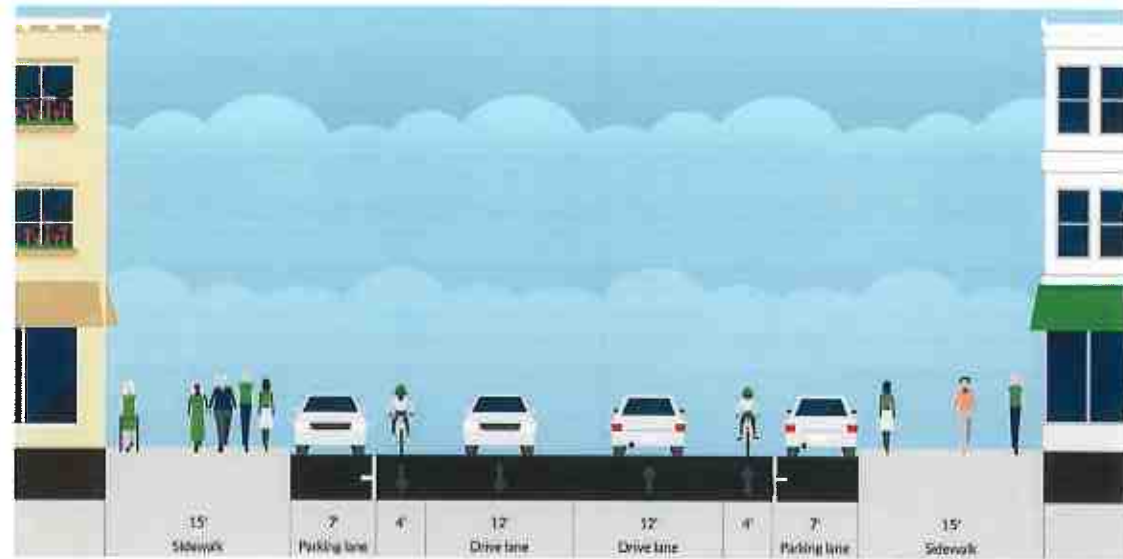
The recent HWY 14 Corridor Study was reviewed and its recommendations for conversion to a three lane cross section with streetscape enhancements within the downtown Marshalltown segment are endorsed by this Downtown Master Plan.

Quiet Zone

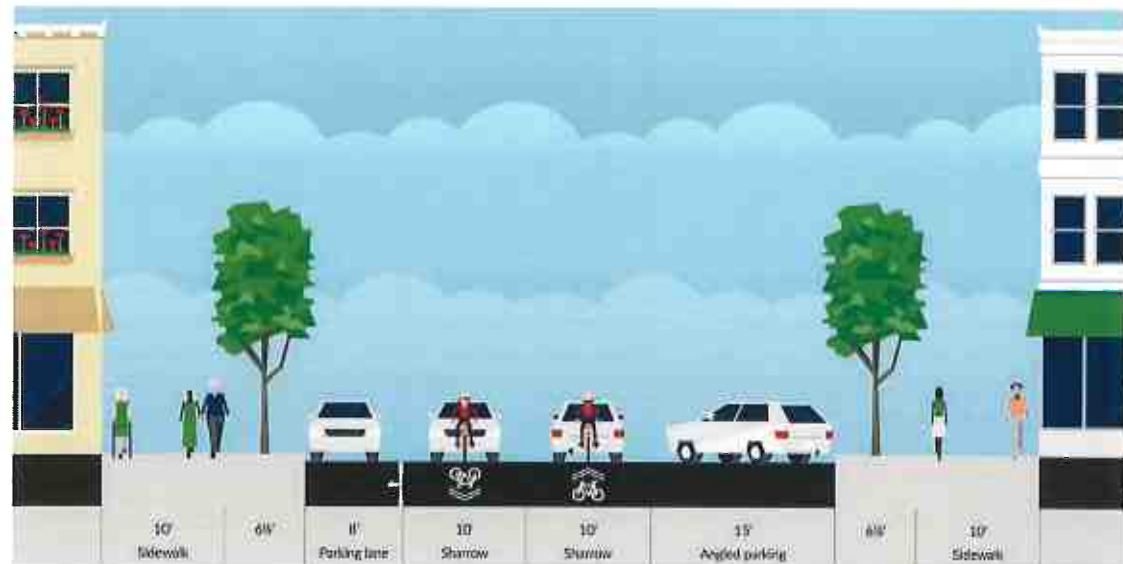
Railroad noise continues to have a negative impact on downtown quality of life and has also been cited as an issue for the future development of new downtown housing and lodging. This Downtown Master Plan recommends the previously designed rail crossing safety improvements from South 12th Street to South 12th Avenue be implemented.

Downtown Parking

Parking in downtown Marshalltown as in all downtowns has been and will remain a matter of interest and concern. The two most prevalent concerns, dislike of parallel parking and the geographic mismatch between the location of parking needs and the location of available parking supply, hasn't changed much since the 2006 City Center Plan was adopted. There are also issues related to wayfinding and aesthetics of parking facilities. These are addressed in the Gathering, Streetscape and Greening section of this plan.



Main Street: Existing conditions



Main Street: Angled Parking Concept

A considerable amount of downtown land (over 50%) is already used for parking and this plan doesn't recommend increasing this land use practice. With Main Street generating the most significant need for parking and parallel parking being the most commonly disliked arrangement, efforts were invested in examining alternative options for the layout of on street parking.

Converting one side of Main Street to 60 degree angled parking could increase parking supply by approximately 98 spaces from 148 to 246. Ramifications associated with introducing angled parking could include:

- Slowing of travel speeds
- Perceived decrease in safety
- Visual obstruction and difficulty in backing out due to size of adjacent vehicles (trucks, large SUV's)

While some of this would decrease over time with familiarity and use,

stakeholder opinion to this option expressed during the multi-day design charrette was mixed. **This plan recommends staging a demonstration/pilot project over several months where a block at either end of Main Street is temporarily striped, delineated (using plastic delineators) and signed for angled parking, and data, including public opinion, is collected.**

Additional recommendations for parking improvements include:

- Continue employing green infrastructure parking lot and landscape design practices similar to the improvements the City is implementing at Church and 1st St. lot.
- Encourage incorporation of underground parking with new downtown buildings, especially those that include residential uses.
- Explore the development of a downtown parking building either

as a deck above a surface lot or as an integrated mixed use facility perhaps through a public-private partnership.

- Require bike parking facilities be included in all new downtown development projects.
- Consider simplifying the types of on-street parking restrictions to a simple 2-hour parking between 8am -5pm, M-F no overnight parking.
- Explore the establishment of a downtown parking management organization to operate and maintain all off-street parking lots as a single resource.

GATHERING, GREENING + STREETScape

Throughout the planning process, participants have expressed a strong desire for greening in the downtown, including the addition of more green, park-like spaces, street trees, decorative plantings, and streetscape enhancements.

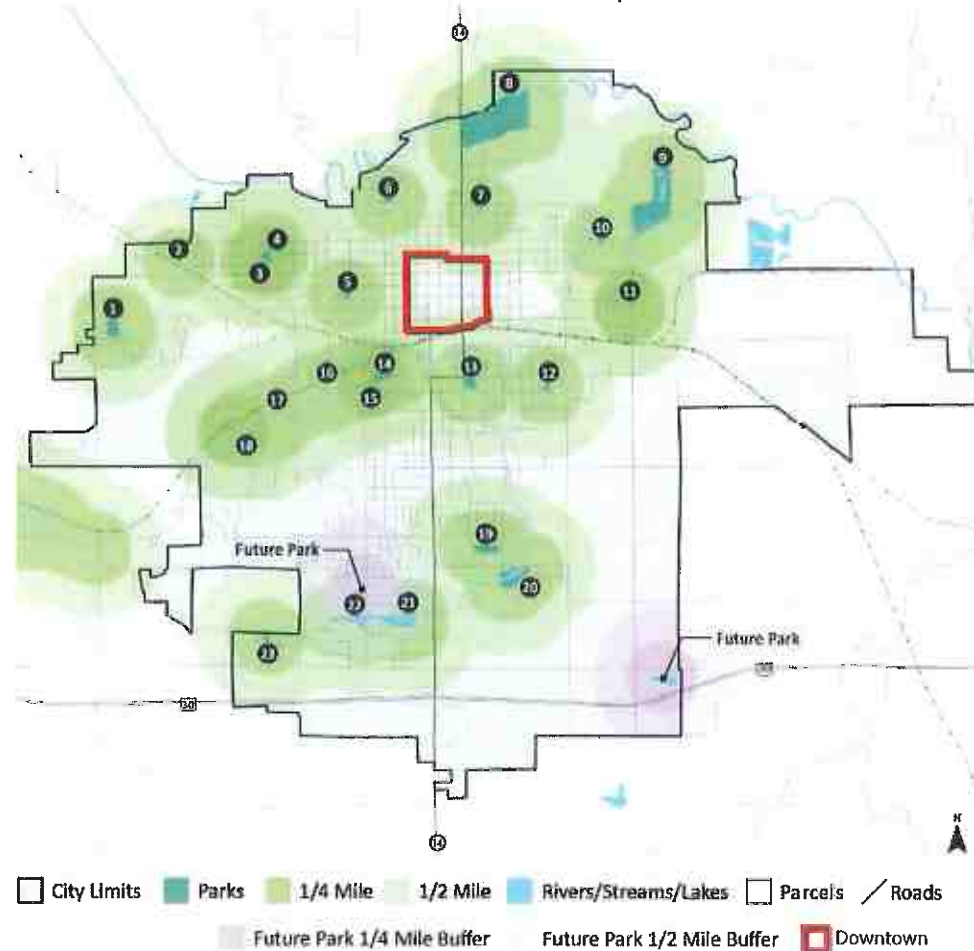
When we think of downtown as a neighborhood in addition to a business district, the need for green spaces for socializing and experiencing nature becomes more evident and important.

Evaluation of the current distribution of parks in Marshalltown (see image at left) shows downtown as a gap in distribution of park facilities. To address this gap, a system of gathering places, green spaces, and public realm improvements is proposed. These new facilities and features are planned to strategically leverage vacant parcels and public right-of-ways to make downtown more livable, walkable, and inviting.

Parks

As vital components for increasing livability and economic vitality, parks and greening initiatives are proposed throughout downtown. See Figure 2.9.

Figure 2.8 Marshalltown Parks and Service Areas Map



Source: Marshalltown Parks & Rec 2018-2028 Strategic Master Plan

Figure 2.9 Gathering, Greening + Streetscape Framework

May 31st, 2019



The Gathering, Greening + Streetscape Framework Plan illustrates downtown sites with the greatest potential for supporting investment in gathering, greening and streetscape. These sites include locations with:

- Vacant land
- Underutilized land
- High potential for change
- High potential for improving visual character, providing shade and reducing rainwater runoff

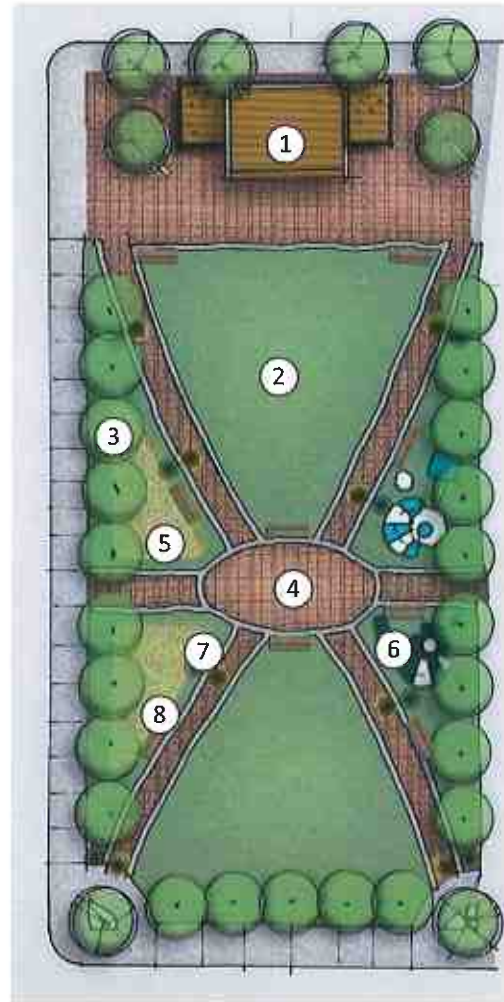
-  PARKING LOT LANDSCAPE BUFFER
-  STREETScape/LANDSCAPE ENHANCEMENTS
-  POTENTIAL POCKET PARK
-  POTENTIAL PARK SITE

Downtown Festival Park

The Downtown Festival Park is envisioned as a multi-purpose green space of approximately 1 1/2 acres that is designed to draw community members and visitors to downtown Marhalltown for concerts, art fairs, contests, and whatever else can be dreamed up for the space. The park will also be attractive to daily users as a place to eat lunch, relax, or meet up with friends.

Site features include:

- 1 Performance pavilion with
 - permanent restrooms
 - Lawn
- ② Shade trees
- ③ Decorative plaza
- ④ Decorative rain gardens
- ⑤ Play features (artist designed)
- ⑥ Lighting
- ⑦ Benches, bike racks and other site
- ⑧ furnishings



Festival Park Concept Plan



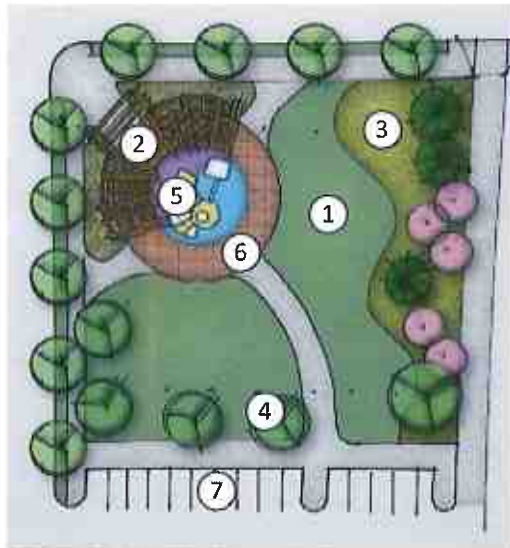
Campus Martius Park in Detroit, Michigan



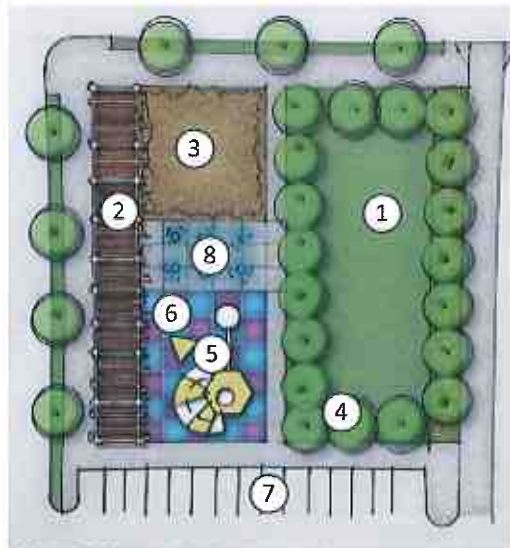
Central Park Plaza in downtown Valparaiso, Indiana



Marshalltown Festival Park Sketch



CORNER PARK: Concept 1



CORNER PARK: Concept 2



Overhead structures can provide shade and create a sense of place.



Play equipment can be a destination for children and an iconic part of a community.



Interactive fountains are a great way to provide a cooling off spot during summer months.

Library Corner Park

The library corner park transforms a vacant lot at the southeast corner of Linn and S 1st Streets across from the Marshalltown Library as multi-functional green space. This park is envisioned to serve as place for library patrons, downtown residents and employees to enjoy a variety of experiences from active play and strolling to eating lunch and reading a book.

Site features include:

- ① Lawn
- ② Pergola/shade structure
- ③ Rain gardens/flower beds
- ④ Shade trees
- ⑤ Interactive public art playground
- ⑥ Decorative paving/resilient surfacing
- ⑦ Parking
- ⑧ Interactive fountain

Basic Componentets of Downtown Marshalltown Pocket Parks

temporary/lower cost

permanent/higher cost



compacted crushed gravel



lawn



permeable pavers



decorative concrete



SURFACING



modular + repurposed



custom + moveable



traditional



integrated



SEATING



modular planters



repurposed planters



traditional planters



trees + perennials



VEGETATION

Place-Based Components of Downtown Marshalltown Pocket Parks

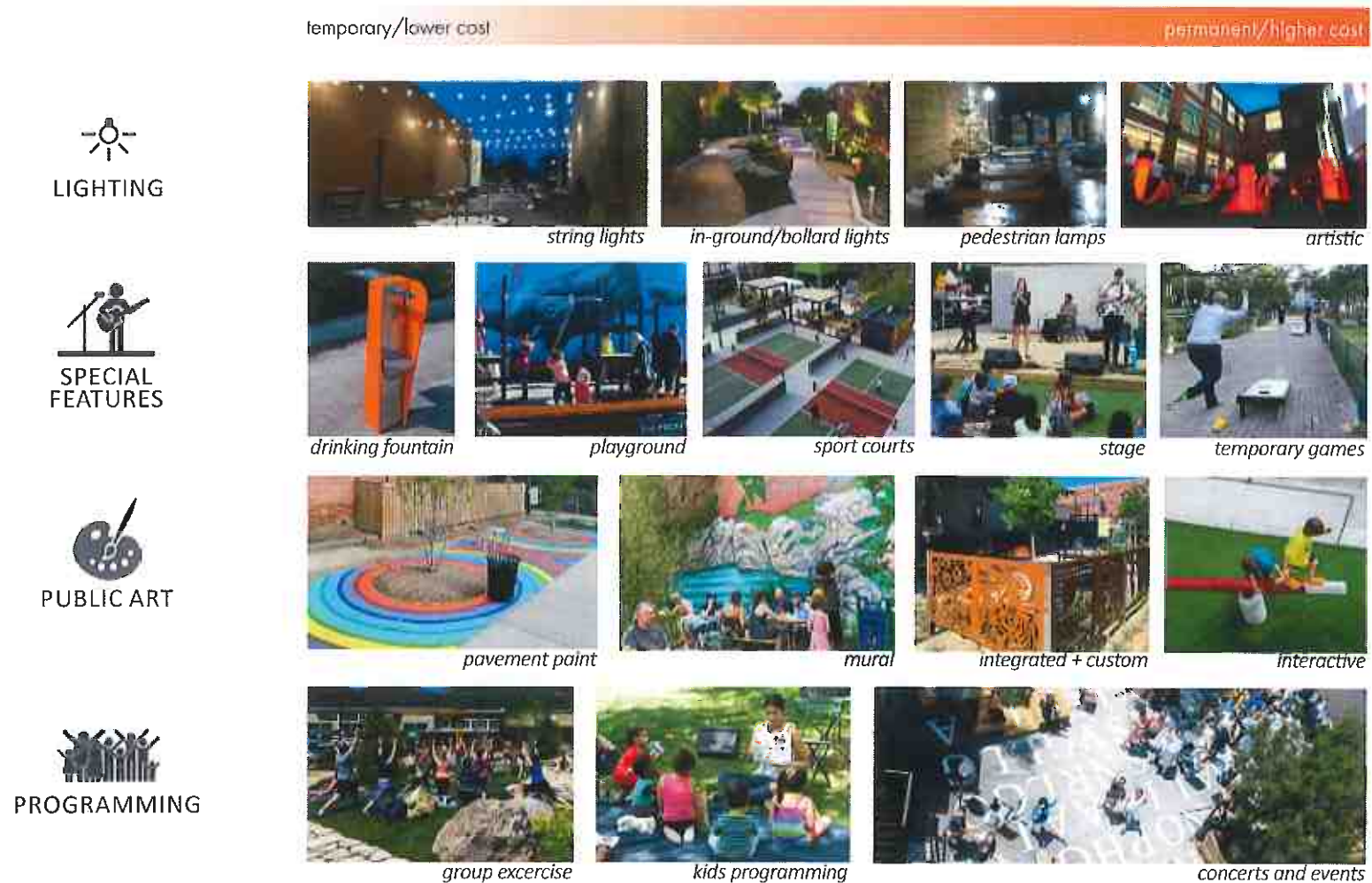


Figure 2.9 Potential Downtown Pocket Parks

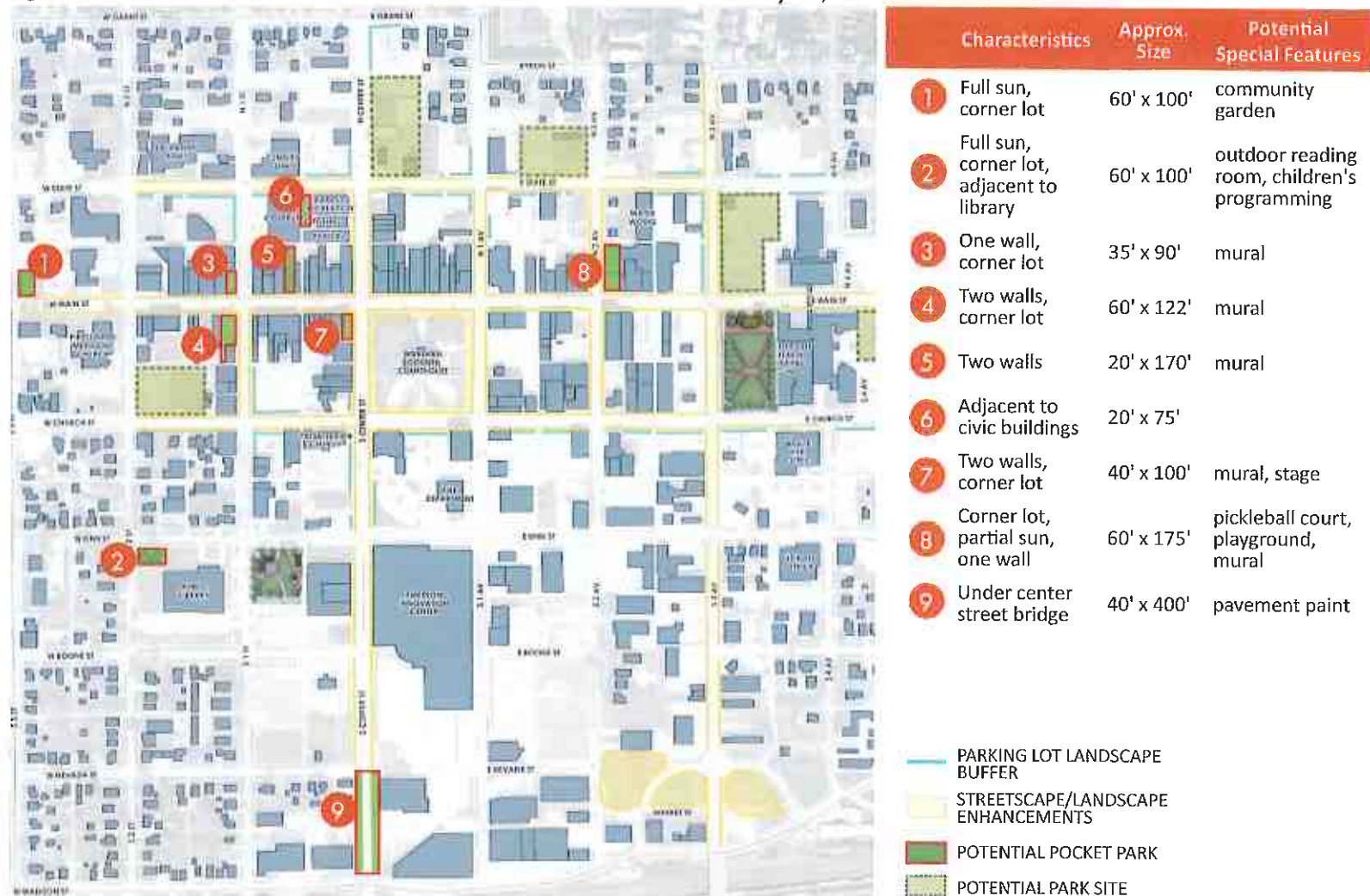
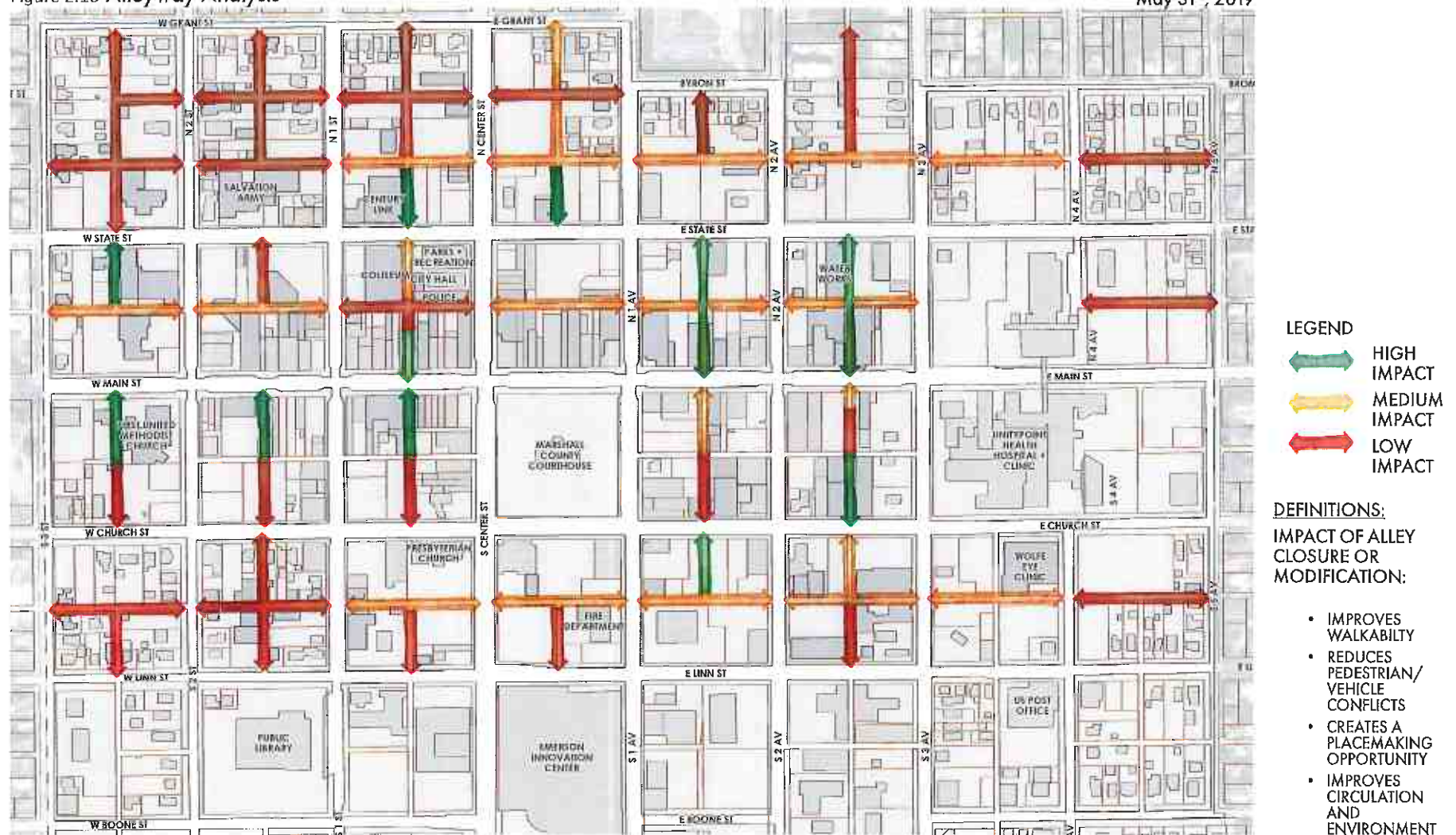
May 31st, 2019

Figure 2.10 Alleyway Analysis

May 31st, 2019



Green Alley, Detroit MI



Gallery Alley, Wichita KS



Benny's Alley, Valdosta GA

Alleyways

Marshalltown's downtown alleyways are an important asset for connectivity and accessibility. An analysis of the function, condition and impacts of downtown's alleyways (see Alleyway Assessment Plan) indicates that the majority of east-west running facilities provide convenient vehicular access to off-street parking lots and back of shop loading. While the north-south alleyways also provide access to parking, vehicular traffic at their driveways poses safety issues to pedestrian movements which negatively impacts downtown walkability. Improving the overall pedestrian experience is a key element of the project vision as well one of the Master Plan's 12 Planning Principles (see Chapter 3).

Given the redundancy and safety issues of the north-south traffic flow, it is recommended that some of the north-south alleyways be converted to pedestrian walkways and vehicular use be restricted to emergency vehicles only.

Streetscape

Streetscape concept plans have recently been developed for the S 3rd Ave/ Hwy 14 Corridor as part of the Hwy 14 Corridor Study, and include the addition of a boulevard/green space between the curb and sidewalk, updated lighting with banners, and street trees.

As high-volume, key connector corridors, Main Street, State Street, Church Street and Center Street should also receive renewed streetscape treatments within the downtown.

Main Street

Main Street currently hosts a variety of streetscape features from bump-outs and decorative street lights to planting beds and furnishings. Unfortunately, many of these items are worn out and damaged and the previously established design theme is unrecognizable. Main Street also lacks street trees.

The rejuvenated streetscape proposed for Main Street includes 8 primary elements:

- ① Decorative paving at bump-outs, crosswalks, and amenity zones
- ② Removal of yellow curb paint
- ③ Consistent palette of perennials in planting beds
- ④ Street trees
- ⑤ Consistent layout of seating
- ⑥ Consistent layout of bike loops
- ⑦ Alleyway enhanced and converted to pedestrian passage (public art opportunity)
- ⑧ Parking lot screening with planting beds and ornamental railings specific to Main Street (not shown)



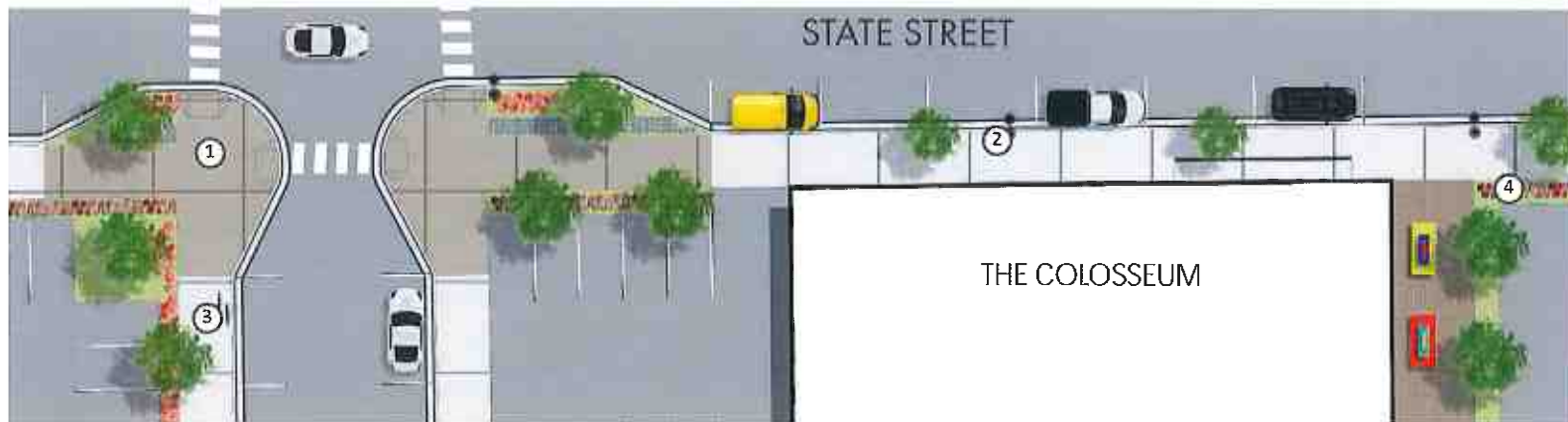
Illustrated plan view of Main Street between 1st Street and Center Street. Removing the large sidewalk canopy attached to the Le Shelle and Chef King buildings provides space for street trees and outdoor dining while also featuring improved business visibility.

State Street

As another highly visible downtown corridor and commercial zone, State Street also serves as an ambassador for Marshalltown to residents and visitors, and should have an identity that reflects this.

Opportunities to create an identity on State Street with streetscaping include:

- ① Bump-outs with decorative paving at key intersections (between N 1st Street and N 2nd Ave)
- ② Updated ornamental lighting that provides even, glare-free illumination
- ③ Consistent layout of bike loops
- ④ Parking lot screening with planting beds and ornamental railings specific to State Street
- ④ Pocket Park opportunity



Illustrated plan view of State Street between 1st Street and Center Street. Adding ornamental railings, planting beds, updated street lighting and street trees improves the identity of the corridor.

Bridge Bottoms

The undersides of the S Center Street and S 3rd Avenue overpass bridges create two unique downtown environments. Their linear overhead enclosures, repetitive concrete structures and extensive paving offer opportunities (besides parking) for formal and informal uses, activities and creative expressions. Similar marginal-use environments in other communities have been repurposed in a variety of ways from skate parks to flea markets, public art and performance venues.

This Plan recommends reclaiming these spaces with the simple initial gestures of a public art project using the creativity and energy of local artists to colorize the lower bridge structures with paint. This would likely involve the cooperation of City Public Works and perhaps the Iowa Department of Transportation and could be managed by the Marshalltown Public Art Committee and or Arts and Culture Alliance.



Reclamation examples of marginal use environments under bridges



Existing conditions under the Center Street bridge

Street Trees

The cost/benefit analysis for street trees has been studied extensively, and the verdict is strongly in favor of using trees to:

- Provide shade and cooling
- Filter pollutants from air and water
- Mitigate noise
- Increase commercial activity/consumer spending
- Improve aesthetics
- Improve human comfort and health
- Increase property values
- Provide returns on investment- every dollar spent on community trees yields benefits 2 to 5 times the investment (www.arborday.org)

Guidelines for developing street trees in downtown Marshalltown include:

- Create Species Diversity -limit any single species to 10%-20% of the total tree inventory. The 30-20-10 Santamour Model for diversity provides a useful guide, suggesting that the total tree inventory contains no more than 30% of a single family, 20% of a single genus, and 10% of a single species.

- Maintain and Update the Tree Inventory - keeping current records of what species of trees the City has, where they are, and their condition makes management decisions easier and more effective to ensure a healthy, resilient urban forest.
- Use the Right Tree for the Right Place - small trees require less space (below and above ground) and can be planted 25-feet apart. Larger canopy trees are typically planted 40-feet apart in locations where conflicts with buildings, utilities, and other potential growth limiters are fewer. Trees with columnar forms, such as columnar English oak, can be used where a full size canopy tree may be too large. In areas with high pedestrian traffic, species that are not conducive to roosting by Grackles and other nuisance birds, such as honeylocust, coffeetree, and ginkgo, may be preferred.
- Keep Maintenance in Mind - Choose species with lower maintenance needs. High maintenance trees include trees with weak wood, high growth rates, or poor branching patterns/architecture.

Recommended Street Tree Species

COMMON NAME	SCIENTIFIC NAME
Ginkgo	<i>Ginkgo biloba</i>
Columnar English Oak	<i>Quercus robur</i> 'Fastigiata'
Hackberry	<i>Celtis occidentalis</i>
Honeylocust	<i>Gleditsia triacanthos</i>
Kentucky Coffeetree	<i>Gymnocladus dioica</i>
Sweetgum	<i>Liquidambar styraciflua</i>
Blackgum	<i>Nyssa sylvatica</i>
London Planetree	<i>Platanus x acerfolia</i>
Swamp White Oak	<i>Quercus bicolor</i>
Scarlet Oak	<i>Quercus coccinea</i>
Sycamore	<i>Platanus occidentalis</i>
Accolade elm	<i>Ulmus japonica</i> x <i>Ulmus wilsoniana</i>
Flowering Crabapple	<i>Malus</i> spp.
Japanese Tree Lilac	<i>Syringa reticulata</i>



Honeylocust trees are great for urban sites.

Landscape Enhancements

There are several undeveloped parcels that serve as gateways to downtown Marshalltown that, due to their unusual shape or small size, largely exist as open lawns. Landscape enhancements, such as trees, prairie grasses and flowers, could be used to improve the visual impact of these places by providing color, beauty, and ecosystem services such as pollinator habitat and/or stormwater management.

These types of improvements are relatively low cost and can serve as interim / temporary enhancements until such time as the site areas become attractive for development.



Parking Lot Buffers

Adding landscape buffers between sidewalks and parking lots will make the existing surface parking lots in the downtown safer, more attractive, and sustainable.

In locations where streetscape improvements are prescribed, parking lot buffers should include ornamental features that contribute to the identity and image of the corridor, and may include

metal railings/fencing, plantings, and monuments.

In locations where a parking lot faces a street not belonging to a streetscaped corridor, vegetation should be used to mitigate the physical, environmental, and aesthetic impact of the surface lot.

In all cases, plantings should be limited to low-growing species that allow for adequate surveillance/ security.

Figure 2.11 Parking Lot Buffer Locations

May 31st, 2019



Existing conditions - Utilitarian Off-Street Parking



Ornamental fencing and piers make great parking lot screens



Shrubs provide dense buffers between walks and surface parking areas



Mixing trees and shrubs provides a pleasing visual

CHAPTER 3

ACHIEVING THE VISION

VISION
GUIDANCE
ROLES + RESPONSIBILITIES
CATALYSTS
IMPLEMENTATION INITIATIVES
ON-GOING INVOLVEMENT
FUNDING
CONCLUSION

The strategy for advancing revitalization of downtown Marshalltown is based on an awareness of investment challenges, market opportunities and desired outcomes. To this end, major components of the approach presented as follows include discussions about the **Vision** for redevelopment, **Guidance** for land use and improvement decisions, **Role and Responsibilities** of the public sector and its partners, and **Initiatives** – both Downtown wide and Catalyst Project specific.

The experience of other communities that have advanced similar programs has shown that it takes many years and multiple actions to execute the range of actions necessary to be truly successful. These efforts have also revealed that the approach needs to include both area-wide and project-explicit activities. To this end, the authors of this Downtown Master Plan have put forth recommendations that will improve shared spaces and the physical framework of the downtown, as well as further specific private investment proposals that demonstrate market support.

Revitalization of downtown will be dependent on numerous projects, programs and policies that effectively “readying the environment for investment.” Key to successful implementation will be the ongoing resolution of situations that threaten desired development. A priority in the early phases of this revitalization effort will be advancement of the strategic initiatives discussed later in this section, while in the later phases it will shift towards enhanced communication with stakeholders and local officials regarding accomplishments achieved, remaining challenges and the necessity for sustained support and public commitment to the vision.

Vision:

Downtown Marshalltown is the vibrant, beautiful, welcoming heart of a diverse community. It offers a rich mix of opportunities and experiences for residents and visitors with arts, entertainment, dining, and housing options in a unique, historic setting. Downtown provides a range of business opportunities for entrepreneurs and investors. Its places and spaces are connected by a safe, accessible network of landscaped streets and walkways where people gather and connect with one another, strengthening community pride and building lasting memories. Downtown Marshalltown is the place to live work and play.

While investigations completed during preparation of this plan determined downtown was well-positioned to compete for market share among the identified real estate and business groups, actual investment activity will be largely dictated by factors including the physical capacity of sites to accommodate desired development, willingness of property owners to invest and advance the objectives stated herein, and effectiveness of the city and its advocacy partners to “ready the environment for investment.”

GUIDANCE

The purpose of this Master Plan is to guide growth in the downtown core, and inform the growth policies of the city. Success will be dependent on alignment among its controlling documents and sound decision-making by its elected and appointed leaders, particularly on matters related to land use and capital expenditures so that they continually reflect and support the intentions herein. Until consistency can be assured, and officials can be informed, the following guiding principles are offered to ensure the vision remain intact and describe outcomes remain achievable.

Guiding Principles are defined as *representing a broad philosophy that guides an organization throughout its life in all circumstances, irrespective of changes in its goals, strategies, type of work, or top management; they serve as filter for decisions at all levels of the organization.*

1. The City will maintain a proactive and sustained attitude about the necessity for and value of a healthy urban core
2. The vision for the downtown will be reflected in the City’s growth management policies and capital expenditures.
3. Standards of development in the downtown will be established and made consistent with the vision, catalyze development, and protect existing investors.
4. Capital projects will be creative, phased, and strategically located to improve the public realm, mitigate physical challenges and enhance property values.

5. The City, together with its partner organizations, will lead early investment activity in the downtown, and private stakeholders will participate in maintaining and promoting shared spaces.
6. While the City’s controlling documents (policy, regulatory, other) are being updated to align with this Downtown Master Plan and intentions, interim allowances will be afforded those projects deemed consistent with stated objectives.



ROLES AND RESPONSIBILITIES

The approach for revitalizing downtown Marshalltown is based on the understanding that private investment follows public commitment. Therefore, a primary objective of the Downtown Master Plan is to position community assets and amenities in locations that will most effectively leverage private development. In addition to making Downtown more attractive, these improvements will serve as an economic contribution to catalyst projects, with real monetary value, and should be considered as such when quantifying the public sector's contribution. Matching economic development incentives to direct investments in the physical environment, and indirect contributions to the fiscal concerns, are frequently the most successful approach.

Equally important, and requiring fewer financial resources, is commitment by the city to streamline reviews of proposed projects and flexibly interpret regulations when practical. Collectively, these assurances can minimize project risk, while also providing monetary value, as will alignment and enforcement of all relevant policy and regulating documents with the expressed vision and objectives of the Master Plan.

Public Sector Commitment

The city will act as the “master developer of improvements” in downtown, and as such will lead the financing and construction of infrastructure and enhancements to effectively position key parcels for investment and expedite building investment.

As the entity with the largest and longest-term interest in downtown, the city's oversight in these areas will be essential, however, limited resources will necessitate participation by its advocacy partners including Marshalltown Economic Development and Marshalltown Central Business District, Main Street Program. Examples of possible contributions by these groups are described as follows:

Marshalltown Economic Development (MED) is the city's agent for advancing economic initiatives. As a quasi-public organization, they have considerable flexibility in real estate transactions and have access to a variety of financing mechanisms, MED could play a key role in acquiring downtown properties. There are numerous advantages for the private sector when acquiring property from public and non-profit entities, among them -- lower carrying costs, less uncertainty regarding entitlements, greater access to monetary incentives and an expedited development timeline.

Marshalltown Central Business District, Main Street Program (MCBD) is the organizational entity that assumes responsibility for the day-to-day health of the district. To this end, they should continue to provide support for the management and marketing of properties, along with public spaces and programmatic offerings. While additional support could be provided by representative government, advocacy and regional

economic development organizations, MCBD will hold and maintain the vision for a revitalized Downtown.

Since consistent messaging will be critical, MCBD, along with local officials and business associations, a carefully designed and consistently administered marketing program should be an early actionable item. Individuals and organizations that support and promote investment, will need to coordinate their marketing efforts, and ideally, establish common goals and objectives, along with consistent policies whenever possible. When private interests request assistance with marketing their properties to developers or other users (either on their behalf or in partnership), MCBD should be positioned to provide support with issuing developer requests, retaining brokers, and attaching private sector efforts to community-wide initiatives.

CATALYSTS

As explained previously, this Downtown Master Plan is predicated on an approach which encourages construction of shared capital

improvements strategically located to leverage private development. Based on analyses completed in the preparation of this plan, success in this regard will depend on the elimination of identified obstacles to investment. To this end, several initiatives (or actions) are being recommended, both district-wide and project-specific. Project-specific efforts were informed by generation of possible catalyzing developments. A description of catalyst concepts, the approach used to identify them, and defining elements of catalysts with potential for development in downtown Marshalltown, are presented below. This is followed by an explanation of categories (or "silos") of initiatives required to advance the vision and objectives of the Master Plan. Actionable items tailored to conditions in the downtown district are summarized in Table 3.8.

Catalyst Concept - Defined

A catalyst concept is a project with the potential to have a positive economic ripple effect on properties within an area of influence. In Downtown Marshalltown, several projects were identified and determined to have the potential to be a catalyst for private investment, despite certain development challenges, and in a manner consistent with stated objectives.

Analyses completed as part of the vetting process to determine their eligibility included:

- Understanding the physical capacity of specific sites and Downtown as a whole, to competitively accommodate the concepts determining if there was sufficient local or regional market support for specific components;
- Testing their financial feasibility, and in so doing quantify the magnitude of any economic gap; and
- Identifying barriers to their development so that actions could be identified to mitigate or overcome them.

Definition of Catalyst

1: a substance that enables a chemical reaction to proceed at a usually faster rate or under different conditions (as at a lower temperature) than otherwise possible.

2: an agent that provokes or speeds significant change or action. *That waterway became the catalyst of the area's industrialization.*

Catalysts can be:

- Public and/or Private
- Projects, Programs, Policies
- Site-Specific or Floating
- Demonstration Projects
- Education Programs

Specific criteria used, and developed with guidance from Catalyst Project Criteria:

- Real estate market site data (GIS mapping, ESRI)
- Building inventory with historic significance
- Receiving public investment
- Magnitude (cost) of public investment
- Nature of investment
- Expressed interest by property owner
- Potential for change – level and timing of investment, current use may be obsolete
- Location within or near corridor or gateway
- Favorable ownership – single, institutional, public
- Site utilization
- Ability to leverage surrounding uses
- Ability to leverage planned investment (roadway)
- Ability to strengthen district theme
- Within or near recent area of study
- Ability to inform planned improvement (roadway)
- Capacity to support market opportunity/niche
- Potential to return property to tax roles
- Presence of supportive entities
- Stable or increasing values
- Worthy of being a demonstration project (downtown neighborhood with pocket park)

It is important to note that among the catalyst projects identified for downtown Marshalltown, both public improvement and private development projects are included. In addition, not all of them need occur in the location described. Among those that are considered non-site-specific, these may be referred to as floating concepts, whereas they have the potential for application in multiple locations. Each one, summarized as follows, was considered to present either near-term development potential, or the ability to mitigate adverse conditions, and in so doing leverage near-term development.

Economic Feasibility

Project outcomes, including profitability, are influenced by a multitude of factors including its location, management expertise, marketing budget, and political support. With this number of “moving parts”, success depends on limited uncertainty and as few obstacles as possible. Variables that can heighten risk and reflected in project cost and revenue assumptions include:

- Variations in land prices driven by owner expectations;
- On-site development costs driven by an aging building inventory;
- Off-site development constraints driven by deteriorating infrastructure;
- Higher financing costs driven by perceived risk; and
- Protracted absorption schedule driven by a lack of buyer education.

Whereas no formal commitments have been made or financing secured, these catalyst concepts should be considered prototypical, and as such, should be interpreted with a certain level of flexibility. However, while only possible, there is value in understanding their feasibility and applicability in the Marshalltown market. Private sector stakeholders with an interest in developing one or more projects in the District, will be able to use this work to understand their viability, as well as the availability and impact of potential incentives and other public resources. The analyses completed were intended to serve as due-diligence for financiers, and a guide for public officials when prioritizing capital expenditures. Ideally, the supporting recommendations will be used to inform the policies and programs of the city and its partner organizations. Where municipal regulations are inconsistent with the proposed concept, it is assumed the city will either work with existing owners to amend current requirements or expedite requests of exceptions.

Table 3.1 Catalyst Projects - Economic Summary

	Catalyst Project Concepts			
	Catalyst Initiative #1 Festival Park	Catalyst Initiative #2 Main Street Renovations	Catalyst Initiative #3 North Pocket Cottage Homes	Catalyst Initiative #4 Arts I Entertainment Gateway
Project Indicator				
Private Sector Investment				
Development Sq Ft:				
Project Land Area (Acres)	—	0.0	1.8	8.5
Retail/Restaurant	—	0	0	30,000
Office/Employment	—	0	0	30,000
Residential (Rental)	—	8,400	0	30,000
Residential (For-Sale)	—	0	17,550	21,600
Hotel/Lodging	—	0	0	0
Total Private Development	—	8,400	17,550	111,600
Floor Area Ratio	—	0%	22%	30%
Total Project Value (@ Build-Out)	—	\$939,000	\$2,780,700	\$17,601,150
Total Project Costs (@ Build-Out)	—	\$1,047,420	\$3,270,068	\$21,068,628
Project Margin/(Gap)	—	(\$108,420)	(\$489,368)	(\$3,467,478)
Project Margin/(Gap) %	—	-10%	-15%	-16%
Potential Contributions to Gap	—			
Land Acquisition/Writedown	—	\$0	\$392,040	\$0
Site Improvements Contribution	—	\$0	\$127,612	\$0
Supportable Property Tax TIF	—	\$0	\$0	\$2,900,000
Sales Tax Sharing	—	\$0	\$0	\$0
Development Fee Waivers	—	\$0	\$0	\$0
Federal/State/Local Grants	—	\$150,000	\$0	\$600,000
Streamlined Development Approval Process	—	\$0	\$0	\$0
Tax Credit Equity (LIHTC, Historic, New Market)	—	\$0	\$0	\$0
Total Contributions to Gap	—	\$150,000	\$519,652	\$3,500,000

Source: The SEH Team.

CATALYST INITIATIVES

Catalyst Initiative 1: Downtown Festival Park

In addition to providing beautiful places for people to gather and enjoy the out-doors, parks and open space generate increases in value for adjacent and nearby properties, particularly in a downtown setting. These value increases result in higher property and sales tax revenues for the City and represent the public sector's "return on investment". As described in Chapter 2, Festival Park is intended to meet a variety of needs, from connecting downtown residents, workers and visitors to nature, to providing a permanent venue for community events and celebrations. Table 3.2 describes a preliminary projection of the park's economic impact based on the concept level program and sketch plan described in Chapter 2 of this Downtown Master Plan.

Table 3.2 Catalyst Initiative 1: Downtown Festival Park - Economic Impact Summary

Catalyst Project Program		
		Square Feet
Festival Park		65,340
Estimated Project Cost/Value		
	Cost per Sq Ft	Total Cost
Festival Park	\$31	\$2,000,000
Estimated Property Value Increase (Adjacent Properties)		
Property Frontage (Linear Ft)	1,100	
Property Depth (Linear Ft)	200	
Impacted Property Sq Ft	220,000	220,000
Current Property Market Value	\$10	\$2,200,000
Increase in Market Value (20%)	20%	\$440,000
Annual Property Tax Revenue Increase	0.015280	\$6,723
Public Return on Investment		
Annual Property Tax Revenue (20 yrs)		\$134,464
Total Public Return on Investment		\$440,000
Public Investment Leverage Ratio		0.2

Source: The SEH Team.



Perspective sketch of Marshalltown Festival Park with adjacent new development

Quick Summary

- Downtown parks and open space generate increases in value for adjacent and nearby properties
- Value “premiums” (rents, sale prices, etc.) can range from 20% to 30%
- \$440K of value increase can be accommodated on site.



Catalyst Initiative 2: Main Street Renovations

Renovating Marshalltown's historic Main Street buildings in a professional and sensitive manner is a critically important downtown revitalization strategy. As detailed in Chapters' 2 and 4 of this Master Plan, the city's downtown historic buildings are its most prized asset and their restoration/renovation, preservation and upkeep are a top priority of community members and business and property owners alike.

The project described in this highlighted project includes the renovating the facades and upper stories of two buildings (35-25 West Main) located on the North-East corner of West Main and 1st Street to provide 12 new loft-style residential rental units on the upper floor. While the design sketch accompanying this initiative is specific to these buildings, the economics are transferable to other similar buildings in the downtown.

Table 3.3 Catalyst Initiative 2: Main Street Renovations - Economic Impact Summary

Development Cost Estimate		
Property Purchase (Acquisition/Demolition)	\$0	\$8.00 \$/SF Land
On-Site Improvements (Surface Parking)	\$37,500	\$2,500 \$/space
On-Site Improvements (Structured Parking)	\$0	\$15,000 \$/space
Site Development/Infrastructure	\$0	\$0.00 \$/SF
Building Construction (Hard Costs)	\$756,000	\$90 \$/SF (Wtd. Avg. All Uses)
Construction Contingency	\$39,675	5% % of Construction Costs
Soft Costs (% of Hard Costs)	\$119,025	15% % of Hard Costs
Developer Profit	\$95,220	10% % of Total Costs
Total Project Cost	\$1,047,420	\$124.69 \$/SF
Development Economic Summary		
Total Project Value	\$939,000	
Total Project Cost	\$1,047,420	
Project Margin/"Gap"	(\$108,420)	
% Project Margin/"Gap"	-10%	
Potential Contributions to "Gap":		
Land Acquisition/Write down	\$0	0% of Land Cost
Site Improvements Contribution	\$0	0% of Total Site Costs
Supportable Property Tax TIF (25 Years)	\$0	0.000000 Total Property Tax Rate
Supportable Sales Tax TIF (25 Years)	\$0	0% % of Local Sales Tax
Development Fee Waivers	\$0	
Federal/State/Local Grants	\$150,000	
Streamlined Development Approval Process	\$0	
Tax Credit Equity (LIHTC, Historic, New Market)	\$0	
Total Contributions to "Gap"	\$150,000	

Quick Summary

- Private sector perspective (developer)
- How much value can be accommodated on site? - \$939k
- What will it cost? - \$1.0 million
- Does it generate a reasonable return? - 10%
- What's the "gap", i.e., costs exceed value? - \$100k
- Use State/Local Grant funding help to "fill the gap"





Perspective sketch of renovated Main Street buildings with canopy removed to make way for streetscape enhancements

**Catalyst Initiative 3:
North Pocket Neighborhood Cottage Homes**

As the concept's originator, Ross Chapin describes "a pocket neighborhood is a cohesive cluster of homes gathered around some kind of common ground within a larger surrounding neighborhood, like a neighborhood within a neighborhood. They foster a scale where meaningful, neighborly relationships are fostered". This type of arrangement is best supported by clustering small, 1 to 1-1/2 story cottage-style homes ranging between 800 to 1,400 square feet at densities between 6-10 units per acre.

The concept described in Tables 3.4 and 3.5 includes thirteen, 1,100 to 1,400 sq. ft. cottages with a common green / garden space and a private garage court on 1.8 acres situated along E State Street between N 4th and N 5th Avenues. Similar to the Main Street Renovation concept, pocket neighborhoods could be developed in other downtown mixed residential conservation areas, such as along South 4th Avenue in the Opportunity Zone.

*Table 3.4 Catalyst Initiative 3:
North Pocket Neighborhood Cottage Homes - Economic Impact Summary 1*

Development Program		Assumption Factors
	Units/Spaces Square Feet	
Retail/Restaurant	0	
Employment	0	
Residential (Rental)	0	800 SF/Unit
Residential (For-Sale)	13	1,350 SF/Unit
Gross Floor Area	17,550	
Project Land Area	78,408	1.8 Acres
Floor Area Ratio	22%	
Surface Parking	8	320 SF/Space
Structured Parking	0	320 SF/Space
Estimated Project Value (Stabilized Yr)		
Total Retail/Restaurant Rentable SF	0	95% Bldg. Efficiency Ratio
Rent/SF*	\$20.00	
Total Employment Rentable SF	0	95% Bldg. Efficiency Ratio
Rent/SF*	\$12.00	
Total Residential Rentable SF	0	90% Bldg. Efficiency Ratio
Rent/SF	\$15.00	\$1.25 Monthly Rent/SF
Total Parking Spaces (Structured)	0	
Rent/Space	\$600	\$50 Monthly Rent/Space
Gross Income	\$0	
Occupancy	95%	
Effective Gross Income	\$0	
Operating Costs	\$0	\$0.00 \$/SF (Wtd. Avg. All Uses)
Net Operating Income	\$0	
Capitalization Rate	8.0%	
Project Value -- Retail/Employment/Rental Resid	\$0	
Total Housing Units	13	
Sales Price/Unit (Wtd Avg)	\$230,000	
Gross Revenue	\$2,990,000	
Less Marketing Costs	(\$209,300)	7% % of Sales
Net Sale Proceeds	\$2,780,700	
Project Value -- For-Sale Housing	\$2,780,700	
Total Project Value	\$2,780,700	
* Rents based on triple net lease.		



Concept Plan: North Pocket Neighborhood Cottage Homes



Pocket neighborhoods feature shared green spaces and pedestrian-centric design



Concept Plan: South 3rd Avenue/Opportunity Zone Pocket Neighborhood Cottage Homes

Table 3.5 Catalyst Initiative 3:
North Pocket Neighborhood Cottage Homes - Economic Impact Summary 2

Development Cost Estimate		
Property Purchase (Acquisition/Demolition)	\$392,040	\$5.00 \$/SF Land
On-Site Improvements (Surface Parking)	\$20,000	\$2,500 \$/Space
On-Site Improvements (Structured Parking)	\$0	\$25,000 \$/Space
Site Development/Infrastructure	\$235,224	\$3.00 \$/SF
Building Construction (Hard Costs)	\$1,895,400	\$108 \$/SF (Wtd. Avg. All Uses)
Construction Contingency	\$107,531	5% % of Construction Costs
Soft Costs (% of Hard Costs)	\$322,594	15% % of Hard Costs
Developer Profit	\$297,279	10% % of Total Costs
Total Project Cost	\$3,270,068	\$186.33 \$/SF
Development Economic Summary		
Total Project Value	\$2,780,700	
Total Project Cost	\$3,270,068	
Project Margin/"Gap"	(\$489,368)	
% Project Margin/"Gap"	-15%	
Potential Contributions to "Gap":		
Land Acquisition/Writedown	\$196,020	50% of Land Cost
Site Improvements Contribution	\$255,224	100% of Total Site Costs
Supportable Property Tax TIF	\$0	0.040955 Total Property Tax Rate
Sales Tax Sharing	\$0	0% % of Local Sales Tax
Development Fee Waivers	\$0	
Federal/State/Local Grants	\$0	
Streamlined Development Approval Process	\$0	
Tax Credit Equity (LIHTC, Historic, New Market)	\$0	
Total Contributions to "Gap"	\$451,244	

Quick Summary

- Private sector perspective (developer)
- How much value can be accommodated on site? - \$2.8 million
- What will it cost? - \$3.3 Million
- Does it generate a reasonable return? - 10%
- If not, what is the "gap", i.e., costs exceed value? - \$451,244
- What mechanisms are available to "fill the gap"? - Land write down, Park improvements

**Catalyst Initiative 4:
Arts/Entertainment Gateway**

As a primary entry portal to downtown, the Arts / Entertainment Gateway catalyst leverages high traffic volumes, low property values, Federal Opportunity Zone designation and future street realignments related to the HWY 14 Corridor Study. The initiative focuses on synergies between a number of related and supportive uses including:

- ① Culinary incubator* and food market/dining hall
- ② Brewery and tasting room
- ③ Entertainment/dining
- ④ Artist/maker spaces and rental apartments
- ⑤ Artist Live/Work Space
- ⑥ Food truck space
- Ⓟ Plaza Space

*A brief Culinary Incubator case study is provided in Appendix 3.

Concept Plan: Arts/Entertainment Gateway





Table 3.6 Catalyst Initiative 4:
Arts/Entertainment Gateway - Economic Impact Summary 1

Development Program			Assumption Factors
	Units/Spaces	Square Feet	
Entertainment Retail/Restaurant		30,000	
Employment/Live-Work		30,000	
Residential (Rental)	40	30,000	750 SF/Unit
Residential (For-Sale)	16	21,600	1,350 SF/Unit
Gross Floor Area		111,600	
Project Land Area		370,260	8.5 Acres
Floor Area Ratio		30%	
Surface Parking	250	80,000	320 SF/Space
Structured Parking	0	0	320 SF/Space
Estimated Project Value (Stabilized Yr)			
Total Retail/Restaurant Rentable SF		28,500	95% Bldg. Efficiency Ratio
Rent/SF*		\$18.00	
Total Employment Rentable SF		28,500	95% Bldg. Efficiency Ratio
Rent/SF*		\$16.00	
Total Residential Rentable SF		27,000	90% Bldg. Efficiency Ratio
Rent/SF		\$15.00	\$1.25 Monthly Rent/SF
Total Parking Spaces (Structured)		0	
Rent/Space		\$600	\$50 Monthly Rent/Space
Gross Income		\$1,374,000	
Occupancy		95%	
Effective Gross Income		\$1,305,300	
Operating Costs		\$171,000	
Net Operating Income		\$1,134,300	\$1.90 \$/SF (Wtd. Avg. All Uses)
Capitalization Rate		8.0%	
Project Value -- Retail/Employment/Rental Hsg		\$14,178,750	
Total Housing Units		16	
Sales Price/Unit (Wtd Avg)		\$230,000	
Gross Revenue		\$3,680,000	
Less Marketing Costs		(\$267,600)	
Net Sale Proceeds		\$3,422,400	7% % of Sales
Project Value -- For-Sale Housing		\$3,422,400	
Total Project Value		\$17,601,150	

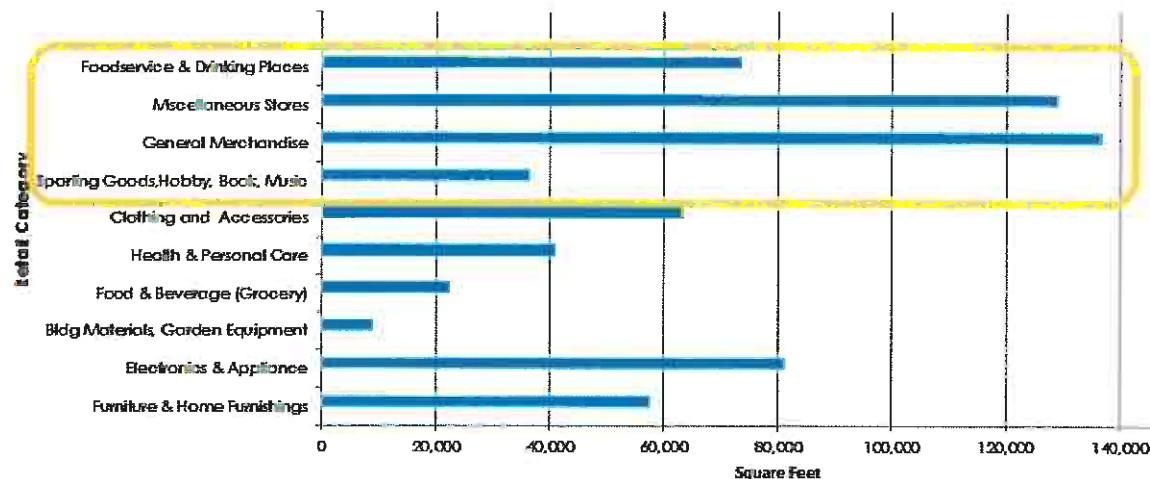
* Rents based on triple net lease.

Table 3.7 Catalyst Initiative 4:
Arts/Entertainment Gateway - Economic Impact Summary 2

Development Cost Estimate		
Property Purchase (Acquisition/Demolition)	\$1,851,300	\$5.00 \$/SF Land
On-Site Improvements (Surface Parking)	\$625,000	\$2,500 \$/Space
On-Site Improvements (Structured Parking)	\$0	\$15,000 \$/Space
Site Development/Infrastructure	\$1,110,780	\$3.00 \$/SF
Building Construction (Hard Costs)	\$12,397,532	\$111 \$/SF (Wtd. Avg. All Uses)
Construction Contingency	\$706,666	5% % of Construction Costs
Soft Costs (% of Hard Costs)	\$2,119,997	15% % of Hard Costs
Developer Profit	\$2,257,353	12% % of Total Costs
Total Project Cost	\$21,068,628	\$188.79 \$/SF
Development Economic Summary		
Total Project Value	\$17,601,160	
Total Project Cost	\$21,068,628	
Project Margin/"Gap"	(\$3,467,478)	
% Project Margin/"Gap"	-16%	
Potential Contributions to "Gap":		
Land Acquisition/Written down	\$0	0% of Land Cost
Site Improvements Contribution	\$0	0% of Total Site Costs
Supportable Property Tax TIF (15 Years)	\$2,900,000	0.015280 Total Property Tax Rate
Sales Tax Sharing	\$0	0% % of Local Sales Tax
Development Fee Waivers	\$0	
Federal/State/Local Grants	\$600,000	
Streamlined Development Approval Process	\$0	
Tax Credit Equity (LIHTC, Historic, New Market)	\$0	
Total Contributions to "Gap"	\$3,500,000	



10-Year Trade Area Retail Demand



Quick Summary

- Private sector perspective (developer)
- How much value can be accommodated on site? - \$17.6 million
- What will it cost? - \$21.1 million
- Does it generate a reasonable return? - 12%
- If not, what is the "gap", i.e., costs exceed value? - \$3.5 million
- What mechanisms are available to "fill the gap"? - Property Tax TIF, State/Local Grant, Opportunity Zone Program

IMPLEMENTATION INITIATIVES

The downtown, with its mix of both new and established businesses, could be a formidable economic engine, but its success will depend on delivery of a high-quality, consistently operated climate for investment, devoid of obstacles, and publicly supported for a sustained period of time. To this end, the Downtown Master Plan, and recommendations which follow, are intended to assist the city in prioritizing its resources. They were developed with consideration of both public and private sector interests, and an understanding of strategies necessary to overcome potential threats, and capitalize on identified opportunities.

As a core underpinning of a revitalized downtown Marshalltown, it begins with a discussion regarding the importance of regulations to protect the vision, and necessity for development standards that elevate market perceptions. This is followed by a description of market, physical, financial, political and organizational strategies to ensure stated objectives and desired outcomes are achieved.

Regulatory Initiatives

While the Downtown Master Plan will be of paramount importance as the guide for future growth in the downtown, it is a policy document. As such, it cannot ensure that the vision will be protected over the long-term. Those assurances are only available with the adoption of regulating documents such as an updated zoning and a building code with special considerations for the challenges associated with historic property redevelopment activities. Ideally, redevelopment plans and programs will be administered by specialists who understand the unique issues projects in these environments face. It would also be preferable if local leaders defined both new development and redevelopment policies that could be advanced in parallel, rather than in competition with each other, among them growth management practices that strengthen revitalization efforts in the core.

In addition to redevelopment-oriented regulations, this Plan recommends adoption of design standards for

developments in the downtown. The experience of many, if not most, communities involved in similar initiatives has shown that while a higher standard of development is essential in areas targeted for reinvestment, they should be calibrated to support desired uses and reflect intended outcomes. In addition, if employed during the early phases of the redevelopment effort, and determined to have a financial impact that renders a desirable project financially infeasible, the city should consider providing off-setting resources to fill any resulting economic “gap.” If established during a later phase, it is highly likely that market conditions will have reached a state of equilibrium wherein project revenues should be sufficient to cover this type of project cost. A more detailed discussion regarding the value of design standards and guidelines is presented in Appendix 3.

“Local authorities must be willing to see high quality urban (and architectural) design as a component of development strategies, including those which are conservation-led. Achieving this may require better publicity to be given to contemporary urban design success stories – nationally and particularly locally.”

- *Commission for Architecture and the Built Environment, London*

The public sector often sees development as a way of furthering the public interest – raising local tax revenues, creating other investment opportunities and supporting public services and those sectors of society poorly served by the market. The private sector is broadly influenced by demand for particular forms of accommodation, the cost and availability of financing, by the physical structure of the environment, and by the ability to secure all the necessary regulatory approvals without undue delay. However, good urban design offers the opportunity to give something to community and public interests, as well as to private promoters of schemes. Urban design, like architecture, is a public activity, with impacts felt in the public sphere and often well beyond a project boundary.

Market Initiatives

Two of the most significant challenges to community-led redevelopment initiatives are a lack of market information and market information that is inaccurate. Heightened access to multiple sources of information, online and in print, have left economic development professionals with both more informed and misinformed business prospects. While most of available data is at least partially accurate, some is not, and still other information published without appropriate context, can lead to misconceptions about a market's potential. An important early initiative will be to evaluate published information about Marshalltown, discern fact from fiction, and set the record straight.

Misconceptions can be unforgiving and difficult to reverse, especially among developers who promulgate inaccuracies and attribute this information to unfavorable policy decisions. Their perceptions, in particular, can lead to self-fulfilling prophecies about the potential of a community to become something else. With adoption of this Master Plan, it must be a "new day" in the minds of all advocates and stakeholders in the Downtown District

and community at-large. Further, the city cannot wait for investors to discover development opportunities in the District, and expect them to do their own homework. They should be proactive and present opportunities in the form of marketing and promotional materials which tell the area's "investment story."

Physical Initiatives

Physical improvements, public or private, roadway or building, are all signs that a community is moving forward and making progress. Since one of the primary obstacles to development in established areas is the condition and capacity of its existing infrastructure, investment activity in these locations tends to lag behind those in other parts of the community where property is often unencumbered and infrastructure is likely new. Infrastructure inadequacies are among those conditions which have the biggest impact on a project's economic feasibility. They can also be one of the more difficult challenges to elicit public support. Many elected officials think it is less fiscally sound to repair aging infrastructure in support of redevelopment, than build new infrastructure in support of new development. In reality, and as proven by multiple expert sources,

municipalities actually realize a higher return on investment from participation in redevelopment, rather than new development projects; and redevelopment projects have a more significant impact on property values among adjacent owners than do new development projects.

Structures within established areas, like its infrastructure, are also often aging and in some cases obsolete. Further, many were designed with the automobile in mind, resulting in a development form that is counter-productive in an environment to prefers a balance of vehicular and non-vehicular mobility. These conditions are further complicated by the fact that most real estate products are highly prescribed, making redevelopment solutions costly and susceptible to public opinion. Another early initiative of this Master Plan will be prioritization of public improvements that includes expenditures necessary to stabilize and protect existing investment, as well as attract new investment. Further, in addition to basic infrastructure and utility upgrades, precedence should be given to elements which enhance the area's visual appeal, and in so doing, its livability rating.

Financial Initiatives

Comprehensive and area-specific planning initiatives such as this one come at a time when demands on local government are high and resources limited. Regardless, they are essential for sustained growth and economic equality. Whereas the responsibility for facilitating new investment in a community has historically been borne by the public sector, so too should the responsibility for advancing reinvestment initiatives. In reality, redevelopment efforts are frequently more challenging, and often require more time and resources, at least during the early phases of the program. Project costs in infill, and particularly downtown settings, are also frequently higher, while early project revenues are typically lower; however, long-term returns are nearly always among the highest in the community.

An early and ongoing initiative of the Downtown Master Plan will be the provision of multiple resources to finance public improvements, and facilitate the delivery of meritorious private projects to the market. Whereas experience has shown that no one project, or no one source of

revenue, will be sufficient to complete a downtown's transformation, the public sector must provide the broadest possible range of resources possible, both monetary and non-monetary, with the greatest potential to impact a project's feasibility. Examples might include: site acquisition and write-down, building and facade improvement grants and low interest loans, start-up capital, loan pools, public dollars and benefits (opportunity zone, CDBG, state redevelopment programs, others), facility relocation assistance, and capital improvements.

Political Initiatives

As acknowledged above, local governments have the largest and longest-term interest and responsibility in a community's economic sustainability. Therefore, the city will need to have a visible presence, and provide ongoing and sustained public support for projects which meet the community's objectives for a revitalized downtown Marshalltown. Together, the city and its partners need to provide leadership and participate in advancing economically-challenged, yet desirable projects, by any means

possible and practical. Not only do they have the legal responsibility to address many of the implementation components of a redevelopment plan, they are also the logical conduit to local, regional, state and federal funding sources. When used strategically, these funds and their other resources can be used to leverage a heightened amount of early investment, while also catalyzing sustained levels of ongoing private participation. As important as the previously mentioned priority initiatives are, so too is the necessity for a city policy that expresses its ongoing commitment to redevelopment of the Downtown District, balanced growth management policies, and strategic public and private partnerships.

Organizational Initiatives

Organizational barriers can present challenges to redevelopment when there are either too many, or too few, entities charged or assuming specific roles in the process. When there are multiple entities, appointed and created, funded and unfunded, with and without specific controls and powers, collectively sharing concern for the same jurisdiction or

geography, efforts can become diluted and duplication is inevitable. It is also highly likely that disagreements will arise with regard to how specific issues are addressed and resources are expended. Conversely, when there are too few entities who can serve as advocates for redevelopment initiatives and assist with addressing the multiplicity of challenges, revitalization efforts can fail from sheer fatigue. An organizational audit will be an important priority initiative. It should involve identification of all groups and organizations with a role in downtown activities, definition of their jurisdictional boundaries, clarification of roles and responsibilities, investigation of funding source, and description of authorized powers. Every participant in the implementation process needs to understand their role, purpose, resources and objectives.

ON-GOING INVOLVEMENT

In addition to some of the potential threats to Marshalltown's success previously mentioned, is failure to continue communicating with those stakeholders who participated in the planning process, as well as those who did not. Whereas implementation of the

recommendations presented here will likely take several years to complete, it will require sustained commitments from numerous individuals, boards and commissions. It cannot be assumed that they will follow the city's and its partners' progress and recognize its accomplishments. These have to be shared, publicly and consistently, in order to ensure their ongoing support. Some of those groups that will need to be engaged beyond adoption of this Plan include:

Elected Officials and City Leadership – including the Mayor and City Administrator, along with members of the Marshalltown City Council and its Planning and Zoning Commission; and together with representatives from neighboring jurisdictions and the State (particularly when improvements occur within or adjacent to their boundaries or there are opportunities to share or leverage available resources).

Residents – located adjacent to downtown, so that they remain aware of policies and programs particularly related to compatibility among land uses, and the timing of planned improvements.

Development and Lender Communities – particularly developers so that they remain aware of city policies and incentives, along with changes in regulations and planned improvements to leverage the location and timing of private investment.

Business Community – commercial and industrial business and property owners so that they can plan for possible disruptions associated with capital improvements, as well as capitalize on these enhancements through marketing and promotion efforts.

Special Interests – including institutional interests such as representatives of school districts and churches in the area, Chamber of Commerce, and other special service organizations, especially those with opportunities for partnerships (programmatic, funding, building, other).

Table 3.8 High Priority Recommendations

RECOMMENDATION	RESPONSIBLE PARTY	PARTNERS
Existing and New Buildings, Redevelopment Sites		
1 Update City zoning code to better support Downtown Master Plan	City	NA
2 Finalize and adopt downtown design standards for the Registered Historic District and Main Street Central Business District	City	Main Street CBD, downtown property owners
3 Implement the "gateway" catalyst redevelopment projects located in the Opportunity Zone (S 3rd Ave., E Madison and Market Streets)	City	Main Street CBD, land and business owners, private developer/designer/builder
4 Undertake a site specific redevelopment study of the downtown Unity Point Health facility site in anticipation of future opportunities	City	Private developer/designer/builder
5 Redevelop vacant sites	Property owners, City	Main Street CBD, City
Movement, Connectivity and Parking		
6 Implement the recommendations of the Quiet Zone study to reduce negative impacts of freight train related noise	City	NA
7 Prepare a traffic engineering study of turning movements, traffic control needs and on-street parking accommodations associated with the conversion of Church and Linn Streets from one-way to two-way operations	City	NA
8 Install additional bike parking facilities within the Main Street Central Business District	City	Downtown business and property owners
9 Undertake an angled parking pilot study on Main Street	City	Downtown business and property owners
Gathering, Greening and Streetscape		
10 Install parking lot buffering / screening using decorative metal fencing and low-maintenance plantings	Property owners, City	Main Street CBD, Marshalltown Public Art Committee
11 Implement Library Corner Park at Linn and 1st Streets	City	Emerson, Main Street CBD, Library Board, Marshalltown Public Art Committee, Arts and Culture Alliance
12 Implement a pocket park along W Main Street	Main Street CBD, downtown property and business owners	City, Marshalltown Public Art Committee, Arts and Culture Alliance
13 Prepare a Downtown Street Tree Master Plan	City	
Organization and Administration		
14 Establish a formal, predictable source of funding for operations and maintenance of downtown gathering, streetscape and greening enhancements	Property and business owners, City	Main Street CBD
15 Engage MCBT's Promotion Committee to increase frequency and variety of downtown activities and events	Main Street CBD	Business and property owners, City, Marshalltown Public Art Committee, Arts and Culture Alliance
Activation and Events		
16 Undertake a weekly afternoon / evening event such as Date Night, Family Night, etc. to promote and support downtown visitation	Property and business owners, Main Street CBD	City, Marshall County

OPERATIONS AND MAINTENANCE OF PROPOSED STREETScape, PARKS AND GREENING PROJECTS

Over the course of the downtown master planning process strong community interest was expressed for improved lighting, street trees and plantings, public gather spaces, overall improvement to the downtown streetscape as well as more frequent activities and events. For example, of the 1,062 respondents of the downtown questionnaire, over half identified trees, public art, parking lot landscaping, parks and special events as important elements for improving downtown's attractiveness as a place to shop, work, live and socialize. Similar interest and support were expressed by the 180+ participants of the multi-day planning charrette. This input reinforced the analysis findings of the consulting team which determined the downtown environment to be (public realm) significantly lacking in these types of civic infrastructure.

While improving downtown's public realm is critical for its success and a top priority of the Downtown Steering Committee, so are the associated operations and maintenance. One

only has to examine the numerous public questionnaire comments concerning the "run down" condition of downtown's physical environment or the "lack of things to do besides going to bars" to understand that previous belt tightening and go it alone policies and practices haven't improved downtown's image or competitive advantage. With attractive, well maintained central business districts like Ames, Cedar Falls and Des Moines less than an hour away, Marshalltowners have a variety of available options for meeting their shopping, dining and entertainment needs. A key aspect of fulfilling the community's vision for a vibrant, beautiful and welcoming downtown must include investments in physical and organizational infrastructure.

Recognizing the continued pressure for City government to do more with less underscores the need for the private sector to step up and participate in the continued stewardship of downtown's success. Moving forward, a primary recommendation of this plan is for Marshalltown's downtown business and property owners to secure a permanent program and funding source for day-to-day operations and maintenance of district area streetscapes, park / public

gathering spaces and programming activities and events. At present there are at least three options for meeting these needs and each option has its' share of challenges. Options could include:

1. Funding through the City general fund with work being managed and performed by its Parks or Public Works Departments.
2. Funding through Tax Increment Financing with work being managed and performed by either the City's Parks or Public Works Departments or by a private contractor.
3. Establish a SSMID (Self-Supported Municipal Improvement District) that contracts with a private company.

As the primary mechanism for Iowa property and business owners to fund district-specific improvements and services, SSMIDS have proven highly successful for downtown business districts at a range of community scales from cities with populations as small as Spencer (11,500), to those as large as Cedar Falls (39,200) and Des Moines (204, 433). Hopefully, downtown business and property owners can look to the popularity and success of existing programs such as the hanging flower baskets, as a barometer of civic commitment and move forward in adopting a SSMID for Marshalltown's Central Business District. Regardless of the chosen funding path, this type of activity would need to be phased in over time in coordination with the implementation of improvements and frequency and scale of activities / events.

FUNDING

From the locally-based Martha-Ellen Tye Foundation to the National Endowment for the Arts, the City of Marshalltown has a strong tradition of pursuing and securing public and private/non-profit funding for the purposes of community investment, betterment, and overall impact. While all traditional and newly available funding streams must be considered for future development and redevelopment projects to alleviate associated funding gaps, special attention should be paid to the following funding opportunities.

Federal Opportunity Zone

Due to a portion of the study area's existing designation as a Federal Opportunity Zone, investment gains made within the Opportunity Zone boundary through a Qualified Opportunity Fund are eligible for tax deferment in accordance with the "Tax Cuts and Jobs Act of 2017." Multiple catalyst projects developed as a part of this Plan are located within the designated Opportunity Zone boundary and should be promoted locally, regionally, and nationally to Qualified Opportunity Funds as tax-advantaged

investment opportunities. Additionally, this Plan – or a portion of it – may be used as an investment prospectus for promoting Qualified Opportunity Fund investment in Marshalltown's Opportunity Zone boundary area.

State of Iowa-IEDA Funding

The Iowa Economic Development Authority's (IEDA) Community Catalyst Building Remediation program provides grants to communities for redevelopment, rehabilitation, or deconstruction of buildings to stimulate economic growth or reinvestment in the community. The City of Marshalltown was awarded \$1 million in special funding from IEDA through this program in 2019 and future projects eligible for funding should consider preparing pre-applications with a minimum request of \$25,000.

IEDA's Enhance Iowa Community Attraction and Tourism (CAT) grant program provides funding to assist communities with recreational, cultural, entertainment, and educational attraction projects that are available to the general public for use. The "festival park" concept included

in this Plan and other related public space and facility projects may be candidates for this competitive, vertical infrastructure funding program. A minimum of 65-percent of total project funding must be committed by non-state sources and the maximum project award is \$1 million. Applications are accepted on a quarterly basis by IEDA.

Tax Credit Opportunities

Because of Downtown Marshalltown's historic and existing mix of residential, commercial, industrial, and public space – and this Plan's recommendation for future mixed uses – all future development and redevelopment project proposals within the study area should be evaluated for their relevant tax credit eligibility on a project-by-project and site-by-site basis. This includes a combination of state and federal tax credit programs administered by various agencies (e.g. IEDA and Iowa Finance Authority) including housing tax credits, historic preservation tax credits, and brownfield and grayfield site redevelopment tax credits.

Other Funding Options

Other funding options include:

- Iowa Finance Authority - \$1 Million in low interest loans for downtown development
- IEDA facade improvement program
- Main Street Iowa \$75,000 challenge grants
- Local tax incentives, Tax abatement or TIF, including facade and code updates
- Other local recovery funds through the Community Foundation of Marshall County
- EDA program funding for project implementation in the Opportunity Zone

CONCLUSION

While the city started with the downtown in furtherance of their commitment to optimizing its development potential and fostering its recovery from the July 2018 tornado, knowledge gained during the planning process can be used to inform efforts in other parts of the community. Whereas properties in infill locations, compared to those

on the fringe or in greenfield settings, share many of the same physical constraints, they can benefit from several of the same resources and remedies. A significant benefit of strategic planning initiatives such as this one is that they foster a greater understanding of the challenges faced by both the public and private sectors. This understanding often leads to greater empathy and shared commitment to pursue solutions that are equitable to both parties.

Finally, redevelopment programs are widely understood to be undertakings that benefit not just the investment interests of owners in downtown, but also the community at-large. As such, they should be considered both a community development and economic development imperative. Many corporate site seekers place equal value on facility costs, wage rates, and available facilities, as they do visible public commitment to valued community assets. All too often communities focus their economic development efforts on industry growth and attraction initiatives, rather than improving and maintaining the very place they are attempting to attract these investors to.



Marshalltown's annual art festival draws thousands of people to the city and the downtown. Hosting additional events more frequently supports downtown's role as a local and regional destination, boosting spin off spending and strengthening community identity and pride.

CHAPTER 4

DOWNTOWN TODAY - 2018

MARKET
BUILDING USE
WALKING + BIKING
GREENSPACE
FORCES + ISSUES

With its diverse mix of uses, public spaces, old and new buildings, one way streets, on and off-street parking and full complement of travel modes, downtown is Marshalltown's most unique and complex environment. Analyzing the multiple functions, systems, forces and issues within downtown laid the technical foundation for planning and design explorations prepared during the 4-day community design charrette. Existing systems / elements examined during the planning process included:

- Previous related planning studies
- Real estate market, land values and utilization
- Building conditions, types, design, uses and coverage
- Street widths, directions, traffic volumes
- Walkability and bike facilities
- Parking on and off-street counts, restrictions, design
- Alleyways
- Streetscape
- Green space, plantings
- Zoning regulations and design standards
- Long-term funding, operations and maintenance of public realm

Table 4.1 Downtown Parcel Utilization

Land Use Type	Trade Area Demand (10 Year)	Downtown Marshalltown			
		Market Share		Absorption (Units/Sq Ft)	
		Low	High	Low	High
Residential (Units):					
Attached Ownership	372	15%	20%	56	74
Rental Apartments	428	15%	20%	64	86
Subtotal	800			120	160
Non-Residential (Sq Ft):					
Retail/Restaurant/Service	650,000	10%	15%	65,000	97,500
Office/Employment	662,000	10%	15%	66,200	99,300
Subtotal	1,312,000			131,200	196,800

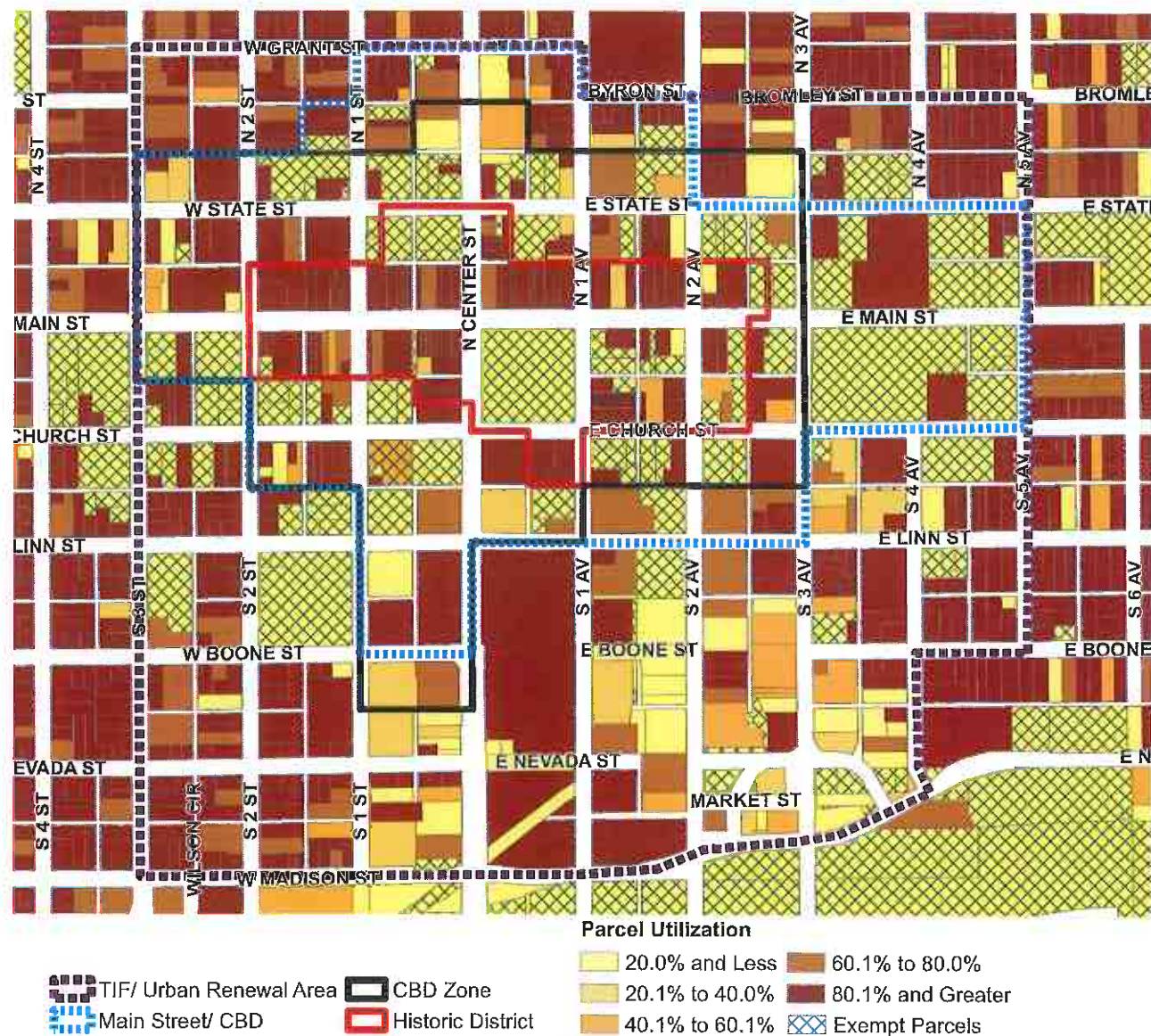
Source: Ricker | Cunningham.

This section of the Downtown Master Plan provides a brief overview of analyses efforts. The full analysis materials are provided in the Appendix.

Market

When it comes to planning for redevelopment and new uses such as shops, apartments, restaurants or professional offices, having current real estate projections provide a reality check, helping to balance creative vision with market reality. Table 4.1 summarizes a potential ten-year absorption for downtown housing, retail/commercial uses and the Utilization Map identifies parcel utilization based on US Census and ESRI data. This information played a role in exploring concepts for replacing buildings lost to the tornado as well as other opportunity sites in the downtown.

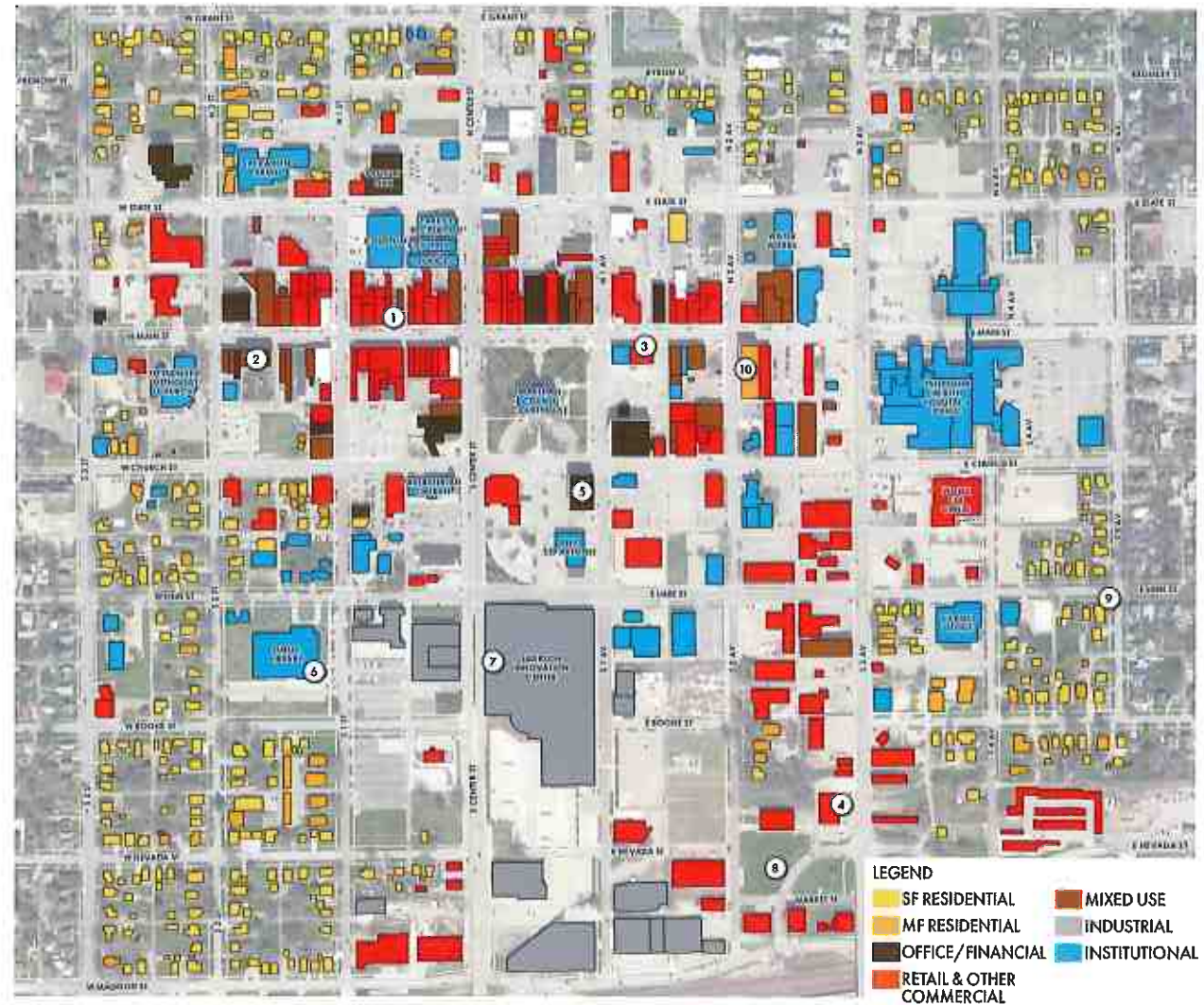
Figure 4.1 Downtown Parcel Utilization



Building Use

Due to the extensive nature of tornado-related building damage, assessment of existing downtown buildings was an ongoing task, with project base maps being updated multiple times during the planning process. A review of existing building use shows retail/commercial uses concentrated in the downtown core along Main Street and along the S 3rd Avenue corridor while industrial and technology-related uses are concentrated to the south of Linn Street. Institutional and public uses (with the exception of the County Courthouse and City Hall) occupy the perimeter of the downtown commercial core and older multifamily and single family uses located at the outer margins. Strategies and recommendations related to building uses are described in Chapter 2 of this Plan.

Figure 4.1 Downtown Building Use*



*Building status is rapidly changing and designations/status shown on maps may not be current as owners continue to evaluate building conditions and costs to repair.

Figure 4.3 How Far Could You Get Walking from Downtown?



Walking and Biking

As described in Chapter 2, walking and biking offer multiple benefits from improved health and wellness to reduced parking demand. Downtown has a good foundation for walkability, with generally flat terrain, interesting buildings, and a well-connected network of sidewalks. The red circles shown on the accompanying maps identify the distance a person could walk within five and ten minutes starting from W Main and Center Streets using a standard walking speed of 3 miles per hour (comfortable adult pace).

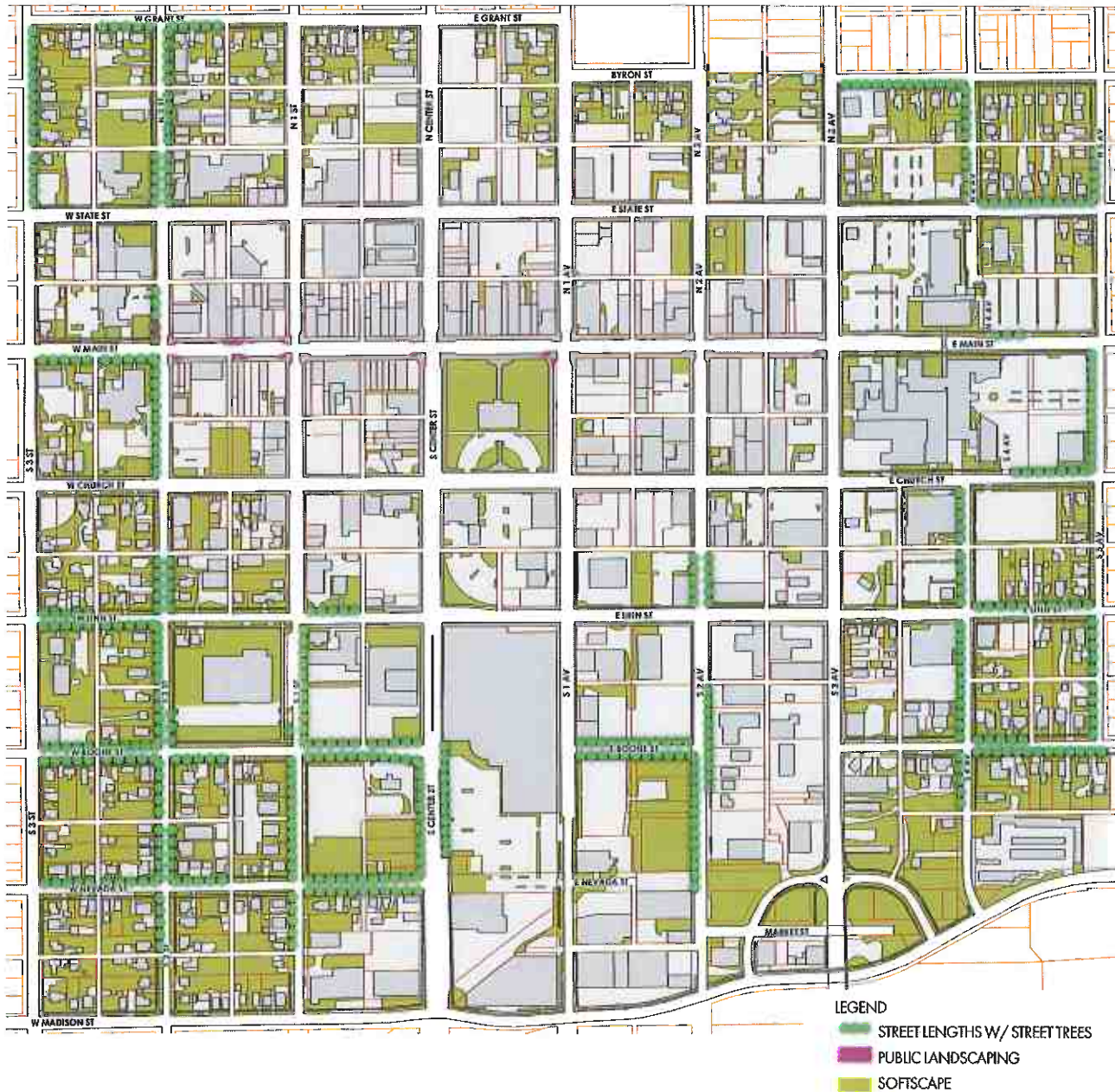
The smaller red ring is a 5 minute walk (a distance of $\frac{1}{4}$ mile), and the outer ring is 10 minute walk (distance of $\frac{1}{2}$ mile). While walking is accommodated, the quality of the walk is negatively affected by the lack of greenery, poor building conditions, numerous interruptions from parking lot driveways, etc. Investing in streetscape and greening improvements would help address these conditions and concerns.

Figure 4.4 How Far Could You Get Biking from Downtown?



Marshalltown has good conditions for bikeability, with a compact form that makes most of the city's destinations reachable within a short bike ride. Although a comprehensive network for bicycling is not currently in place, just a few improvements along key routes could really make a big difference in the city and in the connectivity to and from the downtown. The red circles shown here depict the distance that a person on a bicycle could easily reach within a five and ten minute ride from the intersection of Center Street and Main Street in downtown. The biking speed used for calculations is 10 miles per hour, a slow and comfortable pace for most adults. The smaller red ring is a 5 minute bike ride (a distance of $\frac{4}{5}$ mile), and the outer ring is 10 minute bike ride (a distance of about 1.6 miles) from Center and Main.

Figure 4.5 Downtown Hardscape/Softscape



Green Space

Downtown business districts have traditionally been concentrations of buildings, streets, alleyways, sidewalks and parking lots, and other than street trees or town squares, they have very limited green spaces. While downtown Marshalltown is no exception to this pattern, what would typically be the town square is occupied by the Marshall County Courthouse and parking lot. The downtown is also devoid of street trees. Even the recent Gallery Garden pocket park is primarily a hardscaped seating plaza. The Hardscape/Softscape Figure illustrates the distribution and extents of areas covered by lawn (approx. 68%) as well those streets hosting shade trees. As downtowns have embraced their roles as multifunctional centers for living, working, socializing, entertaining, and learning they have also begun to embrace the conversion of gray space to green space. Downtown Marshalltown's extensive network of wide streets, sidewalks, numerous parking lots and vacant and underutilized sites, offers ample opportunities for greening.

A related issue is the lack of an organization and funding stream focused on the operations and maintenance of greening and other streetscape enhancements. It will be important to coordinate future greening and public space improvements with the establishment of a related organization, program and funding.

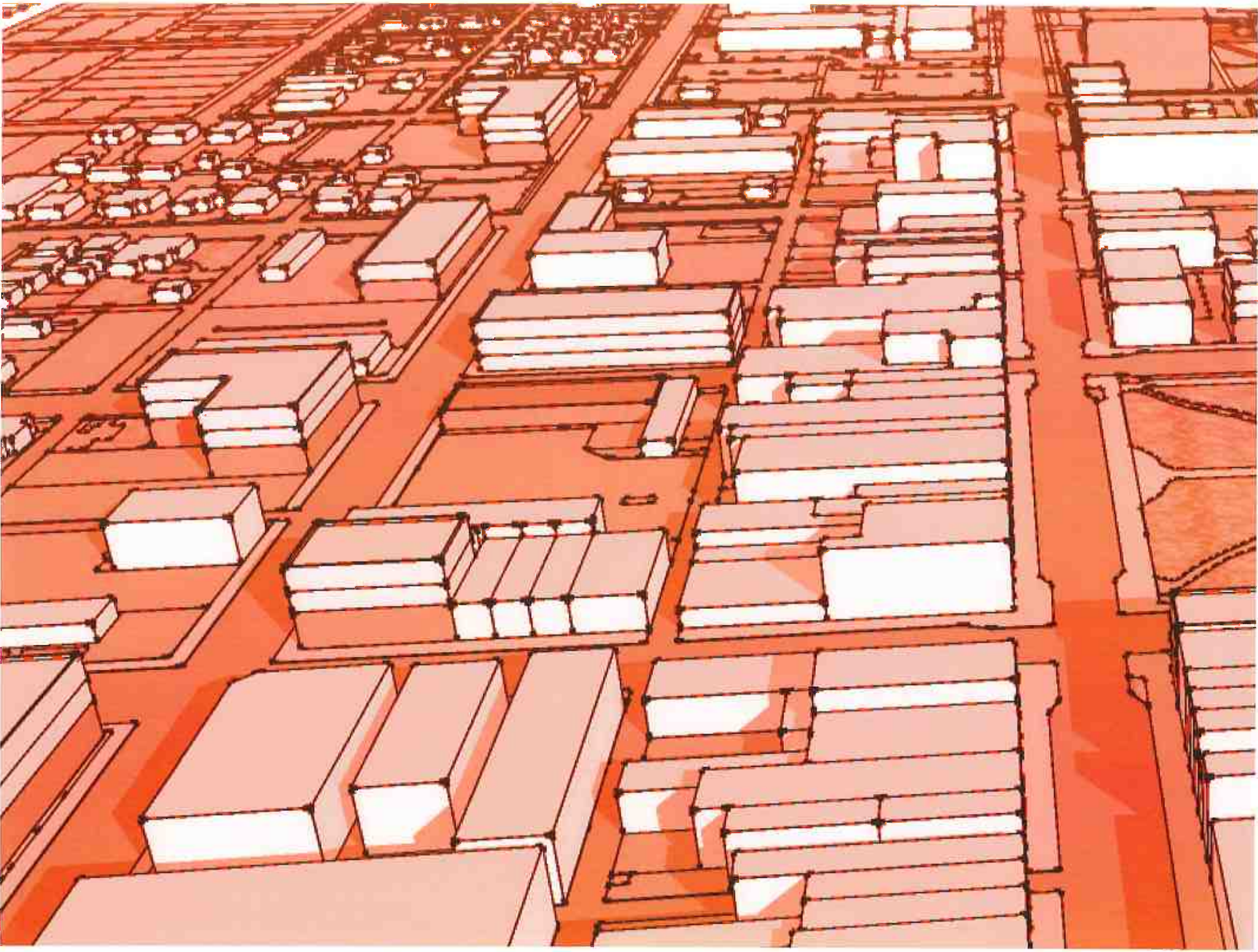
Forces and Issues

The dominant forces affecting the downtown today are illustrated in the Forces and Issues figure. This figure summarizes key physical, organizational and political aspects of the downtown that informed this plan. The full extent of downtown analysis work can be found in Appendix 4

-  HISTORIC MAIN STREET/COURTHOUSE SQUARE WITH HIGH WALKABILITY
*RESTORATIONS, RENOVATIONS, AND MIXED-USE INFILL OPPORTUNITIES
-  SIGNIFICANT BUILDING LOSS AND SITE VACANCY
*EXPLORE REVITALIZATION WITH NEW DEVELOPMENT - AUTO AND WALK-UP
-  CONFUSING AND DISRUPTIVE ONE-WAY STREETS
*TRAFFIC LEVELS AND SPACE SUPPORT CONVERSION
-  MASTER PLAN FOR HIGHWAY 14/3RD AVE - COORDINATE AND INTEGRATE RECOMMENDATIONS WITH DOWNTOWN REVITALIZATION EFFORTS
-  PRIMARY AND SECONDARY GATEWAYS
-  OPPORTUNITY ZONE
-  POTENTIAL HOSPITAL REDEVELOPMENT SITE
-  BASIC/UNADORNED BRIDGES
*PLACEMAKING IDENTITY
-  ON STREET PARKING - DIFFICULT TO MANEUVER, LOW TURNOVER RATES, HIGHEST TRAFFIC COUNTS FOR EAST WEST STREETS
-  SURFACE PARKING LOTS UGLY AND IMPERVIOUS *NEED WAYFINDING AND SIGNAGE, LANDSCAPE AND LIGHTING ENHANCEMENTS
-  SIGNIFICANT LACK OF TREES AND GREEN SPACE
*MAJOR GREENING OPPORTUNITIES

Figure 4.6 Forces and Issues





MARSHALLTOWN

I O W A

June 10, 2019

To: Mayor, Members of the City Council and City Administrator

From: Michelle Spohnheimer, Housing & Community Development Director

Re: Discussion (6/10) and Acceptance (6/24) of Marshalltown Downtown Master Plan

Policy Issue: The City received two grant awards to fund the completion of the Marshalltown Downtown Master Plan. The Martha-Ellen Tye Foundation and US Economic Development Administration each funded half of the plan costs. SEH completed the plan and is now presenting it to the City for acceptance.

Recommendation: Staff recommends that the City Council accept the Marshalltown Downtown Master Plan prepared by SEH.

Background: A plan such as this one, is used as a vision document to help guide future development, public and private investment. Our last downtown plan was completed in 2006 and resulted in \$90M+ in improvements over a 10-year period. Projects such as the Tallcorn, Marshalltown Senior Residences, the Public Library, Emerson, façade updates and infrastructure improvements all took place in part because of the vision set out in our previous plan.

The new plan will ideally lead to similar results as properties redevelop, rebuild and renovate post tornado and into the future. As part of the planning process, the public engaged in online surveys, a multi-day charrette process and open house opportunities. The plan is rooted in the opinions generated by the community and refined by the knowledgeable professionals on the SEH team. A steering committee worked throughout the 6-month process to review and evaluate the plan and ideas coming forward.

SEH is finalizing the plan and making the last corrections and compiling the appendix, which will be online only. The final version will be posted online before the next Council meeting where action will be taken.

Budget Impact: The plan was funded 100% through grant funding. Implementation will require separate action on individual items if City funding is required.

Attachment: Draft plan (low resolution). Visit the following website for higher quality documents. <https://www.downtownmarshalltown.com/project-documents>

Housing & Community Development
36 North Center Street, Marshalltown, IA 50158
Tel. (641) 754-6583 - Fax (641) 754-5742

MARSHALLTOWN

I O W A

June 24, 2019

To: Mayor, Members of the City Council and City Administrator

From: Michelle Spohnheimer, Housing & Community Development Director

Re: Resolution related to contracts under IALHB0665-18

Policy Issue: The City maintains a purchasing policy related to contract awards. The Lead Program staff are requesting continued authority to award contracts on an administrative level provided they comply with all applicable guidelines and Federal requirements.

Recommendation: Allowing administrative processing of awards specific to this grant will allow the program to proceed with projects in a timely basis so that we can meet our benchmarks established. We have administered our previous grants this way with great success.

Background: This marks the City's 6th Lead Grant award. The estimated project will average \$15,000 with lead reduction and healthy homes work per residential unit. All contractors must be approved to bid and compliant with all grant requirements. Bids are accepted through a competitive sealed bid process and awarded in accordance to our policies and procedures based on the price and that they are considered to be responsive and responsible.

Budget Impact: n/a

Attachment: Resolution

**RESOLUTION AUTHORIZING APPROVAL OF LEAD HAZARD ABATEMENT
ACTIVITIES TO BE CONDUCTED IN THE INCORPORATED CITY LIMITS OF
MARSHALLTOWN, IOWA
Contract #IALHB0665-18**

WHEREAS the City of Marshalltown is the recipient of a Lead Hazard Reduction Grant from the United States Department of Housing and Urban Development to be used for the expressed purpose of eliminating lead hazards in housing for qualified applicants; and

WHEREAS the City may apply up to \$24,999 in Lead Hazard Reduction Assistance per eligible housing unit; and

WHEREAS the City in the interest of fulfilling all of the approved benchmark standards set by the HUD Lead Hazard Reduction office is looking to reduce the amount of time between bid letting and project construction in order to be more efficient; and

WHEREAS all contracts will be considered through a competitive sealed bid process and awarded to contractors that have met the grant requirements and are responsive and responsible, and

WHEREAS the request has been made to allow administrative approval of any future contracts to conduct lead hazard abatement activities funded by the Lead Hazard Reduction grant provided the projects awarded meet all applicable program guidelines, city codes, and the contractor performing the lead abatement activities be a certified approved contractor.

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

Section 1. That the City of Marshalltown hereby authorizes the Lead Hazard Reduction Program staff to execute any agreements to conduct lead hazard abatement activities funded by the Lead Hazard Reduction Grant effective April 1, 2019, on behalf of the City of Marshalltown, provided the project meets all applicable program guidelines, city codes, and the contractor performing the lead abatement activities be a certified approved contractor.

Passed this _____ day of _____, 2019, and signed this _____ day of _____, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

<u>Dept</u>	<u>Div.</u>	<u>License or Permit Type</u>	<u>New Code Section</u>	<u>CURRENT FEE</u>	<u>License Term / per unit charge</u>	<u>Suggested fee</u>	<u>% CHANGE</u>	<u>Fee Set - Last Date</u>	<u>Fee Set - Approved</u>
Admin	CollectionFee	Assessments fee general		45.00	per property tax assessment filing for unpaid property related charges	45.00	0%	8/25/2008	2008-116
Admin	CollectionFee	City Clerk - Admin Fee - Collection		15.00	quarterly	15.00	0%	11/28/2011	2011-212
Admin	FOIA	Nonroutine requests			see policy		0%	8/13/2018	2018-145
Admin	FOIA	Routine requests			see policy		0%	8/13/2018	2018-145
Admin	Lease	Parking Lease			- \$25 per spot per month	-	0%	3/9/2009	2009-023
Admin	Permit	Amusement Parks	113.001	50.00	Annual	50.00	0%	8/25/2008	2008-116
Admin	Permit	Bankrupt Stores	110.002	25.00	Per instance	25.00	0%	8/25/2008	2008-116
Admin	Permit	Bowling Alley	113.001	217.00	Annual	217.00	0%	8/25/2008	2008-116
Admin	Permit	Cable Franchise Fee	114.002		- 5% of revenue paid quarterly	-	0%		
Admin	Permit	Carnivals	113.006	50.00	ranges, \$100 first day, 25-50 /week	50.00	0%	8/25/2008	2008-116
Admin	Permit	Circuses Or menageries	113.002	100.00	per day, up to 200 per first day and 100 addl day	100.00	0%	8/25/2008	2008-116
Admin	Permit	Garbage & Refuse Collectors	50.021 - 50.024	100.00	Annual, expires 3/31	100.00	0%	8/25/2008	2008-116
Admin	Permit	Going out of Business	119.006	60.00	Range depend inv value,\$60-500, renewal @50%	60.00	0%	8/25/2008	2008-116
Admin	Permit	Junk Dealers	117.002	25.00	Annual	25.00	0%	8/25/2008	2008-116
Admin	Permit	Junk Yard	117.002	26.00	Annual	26.00	0%	8/25/2008	2008-116
Admin	Permit	Motor Vehicle Junk Yard	117.020	25.00	Annual	25.00	0%	8/25/2008	2008-116
Admin	Permit	Pawn Broker	110.002	100.00	Annual	100.00	0%	8/25/2008	2008-116
Admin	Permit	Peddlers - (moving) per person	118.011	25.00	Range\$6 day. \$25 week, \$60 month, \$200/year	25.00	0%	8/25/2008	2008-116
Admin	Permit	Public Use Permit	130.003	100.00	deposit is returned after barricades returned	100.00	0%	8/25/2008	2008-116
Admin	Permit	Public Use Permit with Alcohol - special event exception	112.003	100.00	alcohol fee in addition to insurance certificate	100.00	0%	8/25/2008	2008-116
Admin	Permit	Recyclable collector / haulers license	50.021 - 50.024	25.00	Annual, expires 3/31	25.00	0%	8/25/2008	2008-116
Admin	Permit	Scrap Metal Processor	117.002	51.00	Annual	51.00	0%	8/25/2008	2008-116
Admin	Permit	Shows under Canvas	113.002	40.00	Per instance - depends on capacity	40.00	0%	8/25/2008	2008-116
Admin	Permit	Sideshow - Daily License	113.002	8.00	Per instance	8.00	0%	8/25/2008	2008-116
Admin	Permit	Skating Rink	113.001	51.00	Annual	51.00	0%	8/25/2008	2008-116
Admin	Permit	Theater	113.005	40.00	Annual	40.00	0%	8/25/2008	2008-116
Admin	Permit	Theatrical Exhibitions	113.004	25.00	Per instance	25.00	0%	8/25/2008	2008-116
Admin	Permit	Transient Merchant	118.011	25.00	Range\$6 day. \$25 week, \$60 month, \$200/year	25.00	0%	8/25/2008	2008-116
Admin	Permit	Tree Trimmer	120.001	25.00	Annual	25.00	0%	8/25/2008	2008-116
Admin	Permit	Vicious Animal	90.050	15.00	Annual	15.00	0%	8/25/2008	2008-116

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Admin	Permit	Wrestling, boxing	110.002	8.00	per show or match	8.00	0%	8/25/2008	2008-116
Admin	Permit	Yard Waste Collector License	50.021 - 50.024	15.00	Annual, expires 3/31	15.00	0%	8/25/2008	2008-116
Airport		Airport Fees - schedule by Res	111.004	-	set by Management Contract	-	0%		
Airport		Airport Services	111-004	-	set by Management Contract	-	0%		
Engineering	Compost	Compost Bag fee (does not include drop off charge)	50.006	1.00	per bag purchased	1.00	0%	5/28/2019	2019-101
Engineering	Compost	Compost Fees 2019	50.006	-		-	0%	3/25/2019	2019-053
Engineering	Compost	Loading Fee - Wood Chip Mulch	50.006	15.00		15.00	0%	3/25/2019	2019-053
Engineering	Compost	Sale of Compost - small quantities	50.006	2.00		2.00	0%	3/25/2019	2019-053
Engineering	Compost	Sale of Compost - large dump truck	50.006	100.00		100.00	0%	3/25/2019	2019-053
Engineering	Compost	Sale of Compost - pickup	50.006	35.00		35.00	0%	3/25/2019	2019-053
Engineering	Compost	Sale of Compost - small dump truck	50.006	70.00		70.00	0%	3/25/2019	2019-053
Engineering	Compost	Sale of Firewood (unprocessed) - cord	50.006	12.00		12.00	0%	3/25/2019	2019-053
Engineering	Compost	Sale of Firewood (unprocessed) - grain or stock truck 3.4 cords	50.006	40.00		40.00	0%	3/25/2019	2019-053
Engineering	Compost	Sale of Firewood (unprocessed) - large dump truck 2.8 cords	50.006	30.00		30.00	0%	3/25/2019	2019-053
Engineering	Compost	Sale of Firewood (unprocessed) - pickup	50.006	10.00		10.00	0%	3/25/2019	2019-053
Engineering	Compost	Sale of Firewood (unprocessed) - small dump truck 1.6 cords	50.006	20.00		20.00	0%	3/25/2019	2019-053
Engineering	Compost	Unscreened wood chip mulch, large dump truck	50.006	75.00		75.00	0%	3/25/2019	2019-053
Engineering	Compost	Unscreened wood chip mulch, per Cubic Yard	50.006	5.00		5.00	0%	3/25/2019	2019-053
Engineering	Compost	Unscreened wood chip mulch, pickup	50.006	25.00		25.00	0%	3/25/2019	2019-053
Engineering	Compost	Unscreened wood chip mulch, small dump truck	50.006	30.00		30.00	0%	3/25/2019	2019-053
Engineering	Compost	Yard Waste and tree Debris Disposal - Kraft bag disposal	50.006	1.00		1.00	0%	3/25/2019	2019-053
Engineering	Compost	Yard Waste and tree Debris Disposal - other Container - minimum	50.006	2.00		2.00	0%	3/25/2019	2019-053
Engineering	Compost	Yard Waste and tree Debris Disposal - Trailer - 4'x8' to 4'x10'	50.006	8.00		8.00	0%	3/25/2019	2019-053
Engineering	Compost	Yard Waste and tree Debris Disposal - Trailer - 8'x10'	50.006	12.00		12.00	0%	3/25/2019	2019-053
Engineering	Compost	Yard Waste and tree Debris Disposal - Trailer - Larger than 8'x10'	50.006	25.00		25.00	0%	3/25/2019	2019-053
Engineering	Compost	Yard Waste and tree Debris Disposal - Trailer - small 4'x6'	50.006	5.00		5.00	0%	3/25/2019	2019-053
Engineering	Compost	Yard Waste and tree Debris Disposal - Vehicle - car / van / suv	50.006	5.00		5.00	0%	3/25/2019	2019-053
Engineering	Compost	Yard Waste and tree Debris Disposal - Vehicle - Truck - pickup 1 ton 8'x10'	50.006	12.00		12.00	0%	3/25/2019	2019-053
Engineering	Compost	Yard Waste and tree Debris Disposal - Vehicle - Truck - pickup 1/2 and 3/4 ton	50.006	8.00		8.00	0%	3/25/2019	2019-053
Engineering	Compost	Yard Waste and tree Debris Disposal - Vehicle - Truck - pickup small 4'x6'	50.006	5.00		5.00	0%	3/25/2019	2019-053

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Engineering	Compost	Yard Waste and tree Debris Disposal - Vehicle - Trucks - Large	50.006	25.00		25.00	0%	3/25/2019	2019-053
Engineering	Compost	Yard Waste and tree Debris Disposal - Vehicle - Trucks - Large Dump	50.006	35.00		35.00	0%	3/25/2019	2019-053
Engineering	Compost	Yard Waste and tree Debris Disposal - Vehicle - Trucks - Packer	50.006	50.00		50.00	0%	3/25/2019	2019-053
Engineering	Compost	Yard Waste and tree Debris Disposal - Vehicle - Trucks - Small Dump	50.006	25.00		25.00	0%	3/25/2019	2019-053
Engineering	Compost	Yard Waste and tree Debris Disposal - Vehicle - Trucks - Stock or Grain	50.006	45.00		45.00	0%	3/25/2019	2019-053
Engineering	Electrical	Annual inspection fee	154.058	100.00		100.00	0%	6/24/2019	
Engineering	Electrical	Appliances - fixed or stationary	154.058	5.00		5.00	0%	6/24/2019	
Engineering	Electrical	Central air conditioners & motors over 1HP, \$5 each	154.058	10.00		10.00	0%	6/24/2019	
Engineering	Electrical	Electrical permit, basic fee	154.058	15.00		15.00	0%	6/24/2019	
Engineering	Electrical	Electrical work by homeowner	154.058		- Annual, expires 12/31	-	0%	6/24/2019	
Engineering	Electrical	Generators 0-5 kva or kw	154.058	10.00		10.00	0%	6/24/2019	
Engineering	Electrical	Generators 21+ each additional 10 kva over 20	154.058	1.00		1.00	0%	6/24/2019	
Engineering	Electrical	Generators 5-20 kva or kw	154.058	5.00		5.00	0%	6/24/2019	
Engineering	Electrical	Lighting or power service, 1 meter	154.058	10.00		10.00	0%	6/24/2019	
Engineering	Electrical	Lighting or power service, additional meters over 1	154.058	5.00		5.00	0%	6/24/2019	
Engineering	Electrical	Maximum fee for each building or job	154.058	500.00		500.00	0%	6/24/2019	
Engineering	Electrical	Opening, switches, outlets, fixtures 1-25	154.058	10.00		10.00	0%	6/24/2019	
Engineering	Electrical	Opening, switches, outlets, fixtures 26+ each 50 ac	154.058	10.00		10.00	0%	6/24/2019	
Engineering	Electrical	Re-inspection due to faulty work	154.058	25.00		25.00	0%	6/24/2019	
Engineering	Electrical	Signs - factory made and installed as unit	154.058	10.00		10.00	0%	6/24/2019	
Engineering	Electrical	Temporary service	154.058	10.00		10.00	0%	6/24/2019	
Engineering	Engineering	Construction Bond	57.023	10,000.00		10,000.00	0%	6/24/2019	
Engineering	Engineering	Driveway Application Non-Standard	72.039	25.00	EACH	28.00	12%	6/24/2019	6/24/2019
Engineering	Engineering	Driveway Approach Inspection	72.039	25.00	EACH	28.00	12%	6/24/2019	6/24/2019
Engineering	Engineering	Driveway Approach Permit	72.039	25.00	EACH	28.00	12%	6/24/2019	6/24/2019
Engineering	Engineering	Driveway Approach Re-Inspection Fee	72.039	20.00	EACH	22.00	10%	6/24/2019	6/24/2019
Engineering	Engineering	Driveway Extension w/Authorization	72-039	35.00	EACH	39.00	11%	6/24/2019	6/24/2019
Engineering	Engineering	Driveway Extension w/o Authorization	72-039	75.00	EACH	83.00	11%	6/24/2019	6/24/2019
Engineering	Engineering	Entrance/Curb Cut	57.016	20.00	EACH	22.00	10%	6/24/2019	6/24/2019
Engineering	Engineering	Excavation Bond - Annual	57.023	10,000.00		10,000.00	0%		

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Engineering	Engineering	Excavation Bond - Site Specific	57.023	10,000.00		10,000.00	0%		
Engineering	Engineering	Excavation Permit (Work with the ROW)	57.021	17.00	EACH	19.00	12%	6/24/2019	6/24/2019
Engineering	Engineering	Excavation Permit (Work within the ROW)	57.021	17.00	EACH	19.00	12%	6/24/2019	6/24/2019
Engineering	Engineering	Flood Plain Survey			- we do not perform surveys - requires licensed surveyor	-	0%	6/23/2003	2003-157
Engineering	Engineering	Mailbox - max reimbursement for city-damaged post	59.007 - 59.008	50.00	max reimb for replacement	50.00	0%	6/24/2019	
Engineering	Engineering	Sidewalk Inspection Fee (Full Sidewalk Construction)	57.042	40.00		40.00	0%	3/13/2017	2017-041
Engineering	Engineering	Sidewalk Inspection Fee (Partial Construction)	57.042	15.00		15.00	0%	3/13/2017	2017-041
Engineering	Engineering	Solid Waste Management Assessment-Commercial	51.001	72.60	Annual - billed by waterworks	72.60	0%	2/23/2003	2003-030
Engineering	Engineering	Solid Waste Management Assessment-Agricultural with a water meter	51.001	8.40	Annual - billed by waterworks	8.40	0%	2/23/2003	2003-030
Engineering	Engineering	Solid Waste Management Assessment-Industrial	51.001	72.60	Annual - billed by waterworks	72.60	0%	2/23/2003	2003-030
Engineering	Engineering	Solid Waste Management Assessment-Multiple Family Residential, per family unit	51.001	8.40	Annual - billed by waterworks	8.40	0%	2/23/2003	2003-030
Engineering	Engineering	Solid Waste Management Assessment-Single Family Residential	51.001	8.40	Annual - billed by waterworks	8.40	0%	2/23/2003	2003-030
Engineering	Engineering	Solid Waste Management Assessment-Trailer Court / each lot	51.001	8.40	Annual - billed by waterworks	8.40	0%	2/23/2003	2003-030
Engineering	Engineering	Street Patch Inspection	57.021	15.00		15.00	0%	3/13/2017	2017-041
Engineering	Engineering	Tunneling Permit	57.017	17.00		19.00	12%	2/23/2003	2003-030
Engineering	San Sewer	New Sewer Connection		15.00		15.00	0%	3/13/2017	2017-041
Engineering	San Sewer	Septic Tank Abandon		15.00		15.00	0%	3/13/2017	2017-041
Engineering	San Sewer	Sewer Connection Fee(New Div)	52-007	300.00		300.00	0%	3/13/2017	2017-041
Engineering	San Sewer	Sewer Connection Fee(WPCP)	52-004	3,200.00		3,200.00	0%	3/13/2017	2017-041
Engineering	San Sewer	Sewer Cutoff		15.00		15.00	0%	3/13/2017	2017-041
Engineering	San Sewer	Sewer Repair		20.00		20.00	0%	3/13/2017	2017-041
Engineering	Sewer Equipment	4" Pump (4 hour minimum)	52.074	7.00	hr	7.00	0%	6/8/2009	2009-081
Engineering	Sewer Equipment	6" Pump (4 hour minimum)	52.074	13.00	hr	13.00	0%	6/8/2009	2009-081
Engineering	Sewer Equipment	Air Compressor	52.074	25.00	hr	25.00	0%	6/8/2009	2009-081
Engineering	Sewer Equipment	Back Hoe	52.074	50.00	hr	50.00	0%	6/8/2009	2009-081
Engineering	Sewer Equipment	Back Hoe w/ Hammer or tamper	52.074	65.00	hr	65.00	0%	6/8/2009	2009-081
Engineering	Sewer Equipment	Concrete Saw	52.074	45.00	hr	45.00	0%	6/8/2009	2009-081
Engineering	Sewer Equipment	Dump Truck (2.5 ton)	52.074	35.00	hr	35.00	0%	6/8/2009	2009-081
Engineering	Sewer Equipment	End loader	52.074	65.00	hr	65.00	0%	6/8/2009	2009-081
Engineering	Sewer Equipment	Hole Coring Saw	52.074	20.00	hole	20.00	0%	6/8/2009	2009-081

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Engineering	Sewer Equipment	Jet Truck	52.074	65.00	hr	65.00	0%	6/8/2009	2009-081
Engineering	Sewer Equipment	Jet Vacuum truck	52.074	90.00	hr	90.00	0%	6/8/2009	2009-081
Engineering	Sewer Equipment	Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.	52.074		Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		0%	6/8/2009	2009-081
Engineering	Sewer Equipment	One Ton Truck	52.074	15.00	hr	15.00	0%	6/8/2009	2009-081
Engineering	Sewer Equipment	Pickup Truck	52.074	12.00	hr	12.00	0%	6/8/2009	2009-081
Engineering	Sewer Equipment	Television truck	52.074	90.00	hr	90.00	0%	6/8/2009	2009-081
Engineering	Sewer Tap	4" Service Lateral Connection (including labor, equipment & saddle)	52.074	136.00		136.00	0%	6/8/2009	2009-081
Engineering	Sewer Tap	6" Service Lateral Connection (including labor, equipment & saddle)	52.074	157.00		157.00	0%	6/8/2009	2009-081
Engineering	Storm Sewer	COSESCO Permit - per acre plus \$20 additional acre or portion thereof		120.00		120.00	0%	3/13/2017	2017-041
Engineering	Storm Sewer	Major Erosion Control Permit	55.003-55.013		- based on parcel size 120 per acre + 20 addl acre	-	0%		
Engineering	Storm Sewer	Minor Erosion Control Permit	55.004 - 55.013		- based on parcel size 120 per acre + 20 addl acre	-	0%		
Engineering	Storm Sewer	Public Works Construction Site Erosion Sediment	55.013		- based on parcel size 120 per acre + 20 addl acre	-	0%	4/28/2008	2008-072
Engineering	Storm Sewer	Storm Sewer Revision		15.00		15.00	0%	3/13/2017	2017-041
Engineering	Storm Sewer	Storm Water Utility rate - exemption and credit application fee	53.024	100.00	100 for non residential and \$50 for residential properties	100.00	0%		
Fire	Accident	Accident Response Fee-nonresident		284.76	min 1 hour billed, over 1 hour: billed per HAZMAT schedule, plus materials, includes replacement or cleaning of damaged equipment	284.76	0%	2/22/2016	2016-018
Fire	Accident	Accident Response Fee-resident		284.76	min 1 hour billed, over 1 hour: billed per HAZMAT schedule, plus materials, includes replacement or cleaning of damaged equipment	284.76	0%	2/22/2016	2016-018
Fire	Accident	Vehicle Leaking Fluid - minimum charge plus materials		50.00	Minimum 50 plus materials	50.00	0%	2/22/2016	2016-018
Fire	Admin	Administrative Fee for all responses to accidents - for cleanup of gasoline, diesel, oil, antifreeze		100.00	per event	100.00	0%	2/22/2016	2016-018
Fire	IllegalBurn	Illegal Burn - 1st Offense	91.021	100.00		100.00	0%	2/22/2016	2016-018
Fire	IllegalBurn	Illegal Burn - 2nd Offense	91.021	200.00		200.00	0%	2/22/2016	2016-018
Fire	IllegalBurn	Illegal Burn - 3rd Offense	91.021	300.00		300.00	0%	2/22/2016	2016-018
Fire	Inspection	Inspection, Plan Review0 -Initial		-		-	0%	2/22/2016	2016-018
Fire	Inspection	Inspection, Plan Review1 -1st Reinspection		-		-	0%	2/22/2016	2016-018
Fire	Inspection	Inspection, Plan Review2 -2nd Reinspection		75.00		75.00	0%	2/22/2016	2016-018
Fire	Inspection	Inspection, Plan Review3 -3rd Reinspection		100.00		100.00	0%	2/22/2016	2016-018
Fire	Inspection	Inspection, Plan Review4 - 4th+ Reinspection		150.00		150.00	0%	2/22/2016	2016-018
Fire	Inspection	Inspection-Liquor Only0 - Initial Inspection		-		-	0%	2/22/2016	2016-018
Fire	Inspection	Inspection-Liquor Only1 - 1st reinspection		25.00		25.00	0%	2/22/2016	2016-018
Fire	Inspection	Inspection-Liquor Only2 - 2nd reinspection		75.00		75.00	0%	2/22/2016	2016-018
Fire	Inspection	Inspection-Liquor Only3 - 3rd reinspection		100.00		100.00	0%	2/22/2016	2016-018

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Fire	Inspection	Inspection-Liquor Only4 - 4th+ reinspection		150.00		150.00	0%	2/22/2016	2016-018
Fire	Permit	Commercial Burn Permit	91.021	200.00		200.00	0%	2/22/2016	2016-018
Fire	PlanReview	Plan* Review - Alarm System		75.00	*does not include 3rd party reviewer charges for factory, hazardous, educational, institutional, storage occupancy	75.00	0%	2/22/2016	2016-018
Fire	PlanReview	Plan* Review - Building		75.00		75.00	0%	2/22/2016	2016-018
Fire	PlanReview	Plan* Review - Sprinkler System		75.00		75.00	0%	2/22/2016	2016-018
Housing	Building	Building Investigation Fee		-		-	0%		
Housing	Building	Building Permit - Schedule		- Schedule		-	0%		
Housing	Building	Building Permit Fees 2012		-		-	0%	6/11/2012	2012-122
Housing	Building	Demolition Permit		25.00	Each building	25.00	0%	6/11/2012	2012-122
Housing	Building	Gas & Plumbing Permits - schedules of fees	115.003	-		-	0%		
Housing	Building	Moving Building		25.00	Each Building	25.00	0%	6/11/2012	2012-122
Housing	Building	Plumbing Permits -schedules of fees	153.002	-		-	0%		
housing	code enf	Code Enforcement Admin Fee		100.00	per cleanup	100.00	0%	8/25/2008	2008-116
housing	code enf	Nuisance Vehicle - Impound Fee	95.009	-	reasonable fee for less than 14 days storage	-	0%	8/25/2008	2008-116
Housing	Gas	Gas Fitter		50.00	Annual, expires 12/31	50.00	0%	6/11/2012	2012-121
Housing	Gas	Gas Heating Contractor		-	Annual, expires 12/31	-	0%		
Housing	Gas	Gas-Utility Co Annual		-	Annual, expires 12/31	-	0%		
Housing	Gas	Heating Contractor		-	Annual, expires 12/31	-	0%		
Housing	Lead Program	Lead hazard Control Grant Program Subordination		100.00		100.00	0%		
Housing	Plumbing	JP JourneyPlumber		-	Annual, expires 12/31	-	0%		
Housing	Plumbing	MP Master Plumber		-	Annual, expires 12/31	-	0%		
Housing	Plumbing	Plumbing Gas Fees 2012		-		-	0%	6/11/2012	2012-121
Housing	Plumbing	Plumbing License (factory)		25.00	Annual, expires 12/31	25.00	0%	6/11/2012	2012-121
Housing	Plumbing	Plumbing Permits for Work	153.002	-	See schedule	-	0%		
Housing	Rental Housing	Application Fee - new rental properties		50.00		50.00	0%	1/8/2018	2017-341
Housing	Rental Housing	Assessment fee - rental housing	152.005	25.00	per parcel item assessed to taxes	25.00	0%	state code	
Housing	Rental Housing	Complaint - Housing Advisory Board	152.008	-	Per instance \$100 deposit	-	0%		
Housing	Rental Housing	Rental Property1-1st Unit	152.005	33.00		33.00	0%	7/25/2016	2016-138
Housing	Rental Housing	Rental Property2-2nd Unit	152.005	29.75		29.75	0%	7/25/2016	2016-138
Housing	Rental Housing	Rental Property3 3-12th units	152.005	23.75		23.75	0%	7/25/2016	2016-138

<u>Dept</u>	<u>Div.</u>	<u>License or Permit Type</u>	<u>New Code Section</u>	<u>CURRENT FEE</u>	<u>License Term / per unit charge</u>	<u>Suggested fee</u>	<u>% CHANGE</u>	<u>Fee Set - Last Date</u>	<u>Fee Set - Approved</u>
Housing	Rental Housing	Rental Property 4-13 and more Units	152.005	17.00		17.00	0%	7/25/2016	2016-138
Housing	Zoning	Annexation - Voluntary for non taxable property		250.00		250.00	0%	4/12/2010	2010-050
Housing	Zoning	Final Subdivision Plat		100 + 50/ac.		100 + 50/ac.	0%	9/25/2006	2006-157
Housing	Zoning	Home Occupation Special Use Permit		50.00		50.00	0%	4/12/2010	2010-050
Housing	Zoning	Ordinance change request		500.00		500.00	0%	4/12/2010	2010-050
Housing	Zoning	Planned Unit Development Amendment		100.00		100.00	0%	4/12/2010	2010-050
Housing	Zoning	Planned Unit Development base fee		300 + 50/ac	\$300 base fee plus \$50 per acre	300 + 50/ac	0%	4/12/2010	2010-050
Housing	Zoning	Rezoning Request		500.00		500.00	0%	4/12/2010	2010-050
Housing	Zoning	Severance Fee		250.00		250.00	0%	11/28/2016	2016-238
Housing	Zoning	Sidewalk Deferment Application	57.039	250.00		250.00	0%	4/12/2010	2010-050
Housing	Zoning	Sign Permit		25.00	Larger of \$25 or \$1 / sq foot	25.00	0%	4/12/2010	2010-050
Housing	Zoning	Special Use Permit		300.00		300.00	0%	4/12/2010	2010-050
Housing	Zoning	Subdivision Final Plat base fee		100.00		100.00	0%	4/12/2010	2010-050
Housing	Zoning	Subdivision Final Plat per acre fee		50.00		50.00	0%	4/12/2010	2010-050
Housing	Zoning	Subdivision Preliminary Plat Base fee		250.00		250.00	0%	4/12/2010	2010-050
Housing	Zoning	Subdivision Preliminary Plat per acre fee		50.00		50.00	0%	4/12/2010	2010-050
Housing	Zoning	Variance - any other building		200.00		200.00	0%	4/12/2010	2010-050
Housing	Zoning	Variance - owner occupied dwelling		150.00		150.00	0%	4/12/2010	2010-050
Parks	Aquatic	Adult/Tot Swim (T,Th, Sat) daily		3.00		3.00	0%	3/11/2019	2019-042
Parks	Aquatic	Adult/Tot Swim (T,Th, Sat) punch card		40.00		40.00	0%		
Parks	Aquatic	Aquatic center admission 2019- 10 pack tickets		38.00		38.00	0%	3/11/2019	2019-042
Parks	Aquatic	Aquatic center admission 2019- after 5		2.00		2.00	0%	3/11/2019	2019-042
Parks	Aquatic	Aquatic center admission 2019 daily		4.00		4.00	0%	3/11/2019	2019-042
Parks	Aquatic	Birthday Splash - 10 plus hot dog and drink		50.00		50.00	0%	3/11/2019	2019-042
Parks	Aquatic	Birthday Splash - 10 plus pizza and drink		60.00		60.00	0%	3/11/2019	2019-042
Parks	Aquatic	Birthday Splash - 10 plus small drink		70.00		70.00	0%	3/11/2019	2019-042
Parks	Aquatic	Doggie Dig (per dog)		5.00		5.00	0%	3/11/2019	2019-042
Parks	Aquatic	Rental - Entire aquatic center		600.00		600.00	0%	3/11/2019	2019-042
Parks	Aquatic	Season Pass 2019 - additional family ea		25.00		25.00	0%	3/11/2019	2019-042
Parks	Aquatic	Season Pass 2019 - nanny		75.00		75.00	0%	3/11/2019	2019-042

<u>Dept</u>	<u>Div.</u>	<u>License or Permit Type</u>	<u>New Code Section</u>	<u>CURRENT FEE</u>	<u>License Term / per unit charge</u>	<u>Suggested fee</u>	<u>% CHANGE</u>	<u>Fee Set - Last Date</u>	<u>Fee Set - Approved</u>
Parks	Aquatic	Season Pass 2019 - single		90.00		90.00	0%	3/11/2019	2019-042
Parks	Aquatic	Season Pass 2019 - two person family		155.00		155.00	0%	3/11/2019	2019-042
Parks	Aquatic	Splash Dance		3.00		3.00	0%	3/11/2019	2019-042
Parks	Aquatic	Swimming Lesson- indoor learn to swim		40.00		40.00	0%	3/11/2019	2019-042
Parks	Aquatic	Swimming Lesson- indoor preschool		40.00		40.00	0%	3/11/2019	2019-042
Parks	Aquatic	Swimming Lesson- outdoor learn to swim		42.00		42.00	0%	3/11/2019	2019-042
Parks	Aquatic	Swimming Lesson- outdoor preschool		32.00		32.00	0%	3/11/2019	2019-042
Parks	Aquatic	Water walking / lap swim - 2019 - 15 punch card		40.00		40.00	0%	3/11/2019	2019-042
Parks	Aquatic	Water walking / lap swim - 2019 - daily		3.00		3.00	0%	3/11/2019	2019-042
Parks	Camping	Camping - Electric only	93.001	15.00	per day	15.00	0%	3/11/2019	2019-042
Parks	Camping	Camping - Full Hookup	93.001	20.00	per day	20.00	0%	3/11/2019	2019-042
Parks	Camping	Camping - no electric	93.001	12.00	per day	12.00	0%	3/11/2019	2019-042
PARKS	DogPark	DOG PARK PASS - INTACT ANIMAL		25.00	ANNUAL	25.00	0%	11/23/2009	2009-180
PARKS	DogPark	DOG PARK PASS - SPAYED OR NEUTERED ANIMAL		20.00	ANNUAL	20.00	0%	11/23/2009	2009-180
Parks	Memorial	Memorial Bench		900.00		900.00	0%	5/13/2013	2013-083
Parks	Memorial	Memorial Plaque		100.00		100.00	0%	5/13/2013	2013-083
Parks	Memorial	Memorial Tree		300.00		300.00	0%	5/13/2013	2013-083
Parks	Shelter	Shelter - Anson (seasonal)		40.00	weekday rate	40.00	0%	3/11/2019	2019-042
Parks	Shelter	Shelter - Anson (seasonal)		80.00	weekend rate	80.00	0%	3/11/2019	2019-042
Parks	Shelter	Shelter - Community Bldg		55.00	weekday rate	55.00	0%	3/11/2019	2019-042
Parks	Shelter	Shelter - Community Bldg		105.00	weekend rate	105.00	0%	3/11/2019	2019-042
Parks	Shelter	SHelter - Kiwanis (seasonal)		35.00	weekday rate	35.00	0%	3/11/2019	2019-042
Parks	Shelter	SHelter - Kiwanis (seasonal)		70.00	weekend rate	70.00	0%	3/11/2019	2019-042
Parks	Shelter	Shelter - Log Cabin (seasonal)		25.00	weekday rate	25.00	0%	3/11/2019	2019-042
Parks	Shelter	Shelter - Log Cabin (seasonal)		45.00	weekend rate	45.00	0%	3/11/2019	2019-042
Parks	Shelter	Shelter -Reunion Hall		45.00	weekday rate	45.00	0%	3/11/2019	2019-042
Parks	Shelter	Shelter -Reunion Hall		90.00	weekend rate	90.00	0%	3/11/2019	2019-042
Parks	Terrace	Tree Planting- terrace		-	None issued - moratorium	-	0%		
Police	Alarm	Alarm- failure to notify PD of service changes	33.024	-		-	0%		
Police	Alarm	Alarm Police - False	33.022	40.00	First two in calendar year are free	40.00	0%	6/23/2003	2003-146

<u>Dept</u>	<u>Div.</u>	<u>License or Permit Type</u>	<u>New Code Section</u>	<u>CURRENT FEE</u>	<u>License Term / per unit charge</u>	<u>Suggested fee</u>	<u>% CHANGE</u>	<u>Fee Set - Last Date</u>	<u>Fee Set - Approved</u>
Police	Records	Copying of Public Records		0.25	per page (B&W)	0.25	0%	10/26/2009	2009-156
Police	Records	Copying of Public Records		-	- Actual cost for providing digital media	-	0%	10/26/2009	2009-156
Police	Records	Copying of Public Records		0.50	per page (color)	0.50	0%	10/26/2009	2009-156
Police	Records	Copying of Public Records		1.00	per DVD/CD	1.00	0%	10/26/2009	2009-156
Police	Records	Fingerprinting services		8.00	per card	8.00	0%	8/13/2018	2018-145
Police	Records	Local Criminal History		13.00		13.00	0%	8/13/2018	2018-145
Police	Service	X-duty Police Security Services		45.00	per hour	45.00	0%	8/13/2018	2018-145
WPCP	Billing & Mgmt	Work Order	52.074	10.00	each	10.00	0%	6/8/2009	2009-081
WPCP	LAB	Annual Inspection	52.074	47.00	per hour	47.00	0%	6/8/2009	2009-081
WPCP	LAB	Digestion (Emergency)	52.074	20.00		20.00	0%	6/8/2009	2009-081
WPCP	LAB	Digestion Fee (Metals)	52.074	10.00		10.00	0%	6/8/2009	2009-081
WPCP	LAB	Hourly pH	52.074	15.00		15.00	0%	6/8/2009	2009-081
WPCP	LAB	INVESTIGATION OF ACCIDENTAL DISCHARGES/SLUG DISCHARGE	52.074	62.00	per hour	62.00	0%	6/8/2009	2009-081
WPCP	Lab	Nonresidential Treatment Fees -schedule	52.003	-	- Schedule	-	0%		
WPCP	LAB	Permit Application Fee - New	52.074	250.00		250.00	0%	6/8/2009	2009-081
WPCP	LAB	Permit Application Fee - Renewal	52.074	125.00		125.00	0%	6/8/2009	2009-081
WPCP	LAB	Sample Handling	52.074	20.00		20.00	0%	6/8/2009	2009-081
WPCP	LAB	Sampling Equipment / per day	52.074	40.00	per day	40.00	0%	6/8/2009	2009-081
WPCP	Lab Analysis	Alkalinity	52.074	9.00		9.00	0%	6/8/2009	2009-081
WPCP	Lab Analysis	Ammonia Nitrogen	52.074	12.00		12.00	0%	6/8/2009	2009-081
WPCP	Lab Analysis	Arsenic Furnace	52.074	19.00		19.00	0%	6/8/2009	2009-081
WPCP	Lab Analysis	BOD/CBOD	52.074	18.00		18.00	0%	6/8/2009	2009-081
WPCP	Lab Analysis	Cadmium Flame	52.074	12.00		12.00	0%	6/8/2009	2009-081
WPCP	Lab Analysis	Cadmium Furnace	52.074	19.00		19.00	0%	6/8/2009	2009-081
WPCP	Lab Analysis	Chromium (Hexavalent)	52.074	12.00		12.00	0%	6/8/2009	2009-081
WPCP	Lab Analysis	Chromium (Total) Flame	52.074	12.00		12.00	0%	6/8/2009	2009-081
WPCP	Lab Analysis	Chromium (Total) Furnace	52.074	19.00		19.00	0%	6/8/2009	2009-081
WPCP	Lab Analysis	COD	52.074	15.00		15.00	0%	6/8/2009	2009-081
WPCP	Lab Analysis	Copper Flame	52.074	12.00		12.00	0%	6/8/2009	2009-081
WPCP	Lab Analysis	Cyanide	52.074	28.00		28.00	0%	6/8/2009	2009-081

<u>Dept</u>	<u>Div.</u>	<u>License or Permit Type</u>	<u>New Code Section</u>	<u>CURRENT FEE</u>	<u>License Term / per unit charge</u>	<u>Suggested fee</u>	<u>% CHANGE</u>	<u>Fee Set - Last Date</u>	<u>Fee Set - Approved</u>
WPCP	Lab Analysis	Hach TKN	52.074	12.00		12.00	0%	6/8/2009	2009-081
WPCP	Lab Analysis	Lead Flame	52.074	12.00		12.00	0%	6/8/2009	2009-081
WPCP	Lab Analysis	Molybdenum	52.074	19.00		19.00	0%	6/8/2009	2009-081
WPCP	Lab Analysis	Monthly Billing for Lab Analysis	52.074	10.00	per month	10.00	0%	6/8/2009	2009-081
WPCP	Lab Analysis	Nickel Flame	52.074	12.00		12.00	0%	6/8/2009	2009-081
WPCP	Lab Analysis	Nitrogen (Nitrate)	52.074	13.00		13.00	0%	6/8/2009	2009-081
WPCP	Lab Analysis	Oil & Grease	52.074	15.00		15.00	0%	6/8/2009	2009-081
WPCP	Lab Analysis	pH	52.074	5.00		5.00	0%	6/8/2009	2009-081
WPCP	Lab Analysis	Potassium	52.074	12.00		12.00	0%	6/8/2009	2009-081
WPCP	Lab Analysis	Selenium	52.074	19.00		19.00	0%	6/8/2009	2009-081
WPCP	Lab Analysis	Settleable Solids	52.074	7.00		7.00	0%	6/8/2009	2009-081
WPCP	Lab Analysis	Silver Flame	52.074	12.00		12.00	0%	6/8/2009	2009-081
WPCP	Lab Analysis	TKN EPA Method	52.074	25.00		25.00	0%	6/8/2009	2009-081
WPCP	Lab Analysis	Total Phosphorus	52.074	14.00		14.00	0%	6/8/2009	2009-081
WPCP	Lab Analysis	Total Solids	52.074	9.00		9.00	0%	6/8/2009	2009-081
WPCP	Lab Analysis	Total Suspended Solids (TSS)	52.074	9.00		9.00	0%	6/8/2009	2009-081
WPCP	Lab Analysis	Total Volatile Solids	52.074	9.00		9.00	0%	6/8/2009	2009-081
WPCP	Lab Analysis	Vol. Suspended Solids	52.074	9.00		9.00	0%	6/8/2009	2009-081
WPCP	Lab Analysis	Volatile Acids	52.074	15.00		15.00	0%	6/8/2009	2009-081
WPCP	Lab Analysis	Zinc Flame	52.074	12.00		12.00	0%	6/8/2009	2009-081

RESOLUTION APPROVING CITY FEES

WHEREAS the City of Marshalltown has established various fees to cover the costs of issuing permits, inspections and other direct services; and

WHEREAS the City Clerk has prepared an Exhibit of the current fees which is attached to this Resolution; and

WHEREAS these fees are authorized by law and have been previously established by the City of Marshalltown; and

WHEREAS it is appropriate to review and confirm the fees.

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

Section 1. The fees currently in effect and established as shown on the attached fee Exhibit are approved.

Section 2. Any proposed changes in fees as shown by the Exhibit are further approved.

Passed this ____ day of June, 2019 and signed this ____ day of June, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

(Issuance - Revenue)

422742-30

Marshalltown, Iowa

June 24, 2019

Resolution 2019-135

A meeting of the City Council of Marshalltown, Iowa, was held on June 24, 2019, at 5:30 o'clock p.m., in the Council Chambers, Marshalltown, Iowa.

The meeting was called to order and the roll was called showing the following Council Members present and absent:

Present: _____

Absent: _____.

The Council took up for consideration a resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance and securing the payment of Sewer Revenue Bonds.

After due consideration and discussion, Council Member _____ introduced the following resolution and moved its adoption, seconded by Council Member _____. The Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

RESOLUTION NO. 2019-135

RESOLUTION AUTHORIZING AND APPROVING A LOAN AND
DISBURSEMENT AGREEMENT AND PROVIDING FOR THE ISSUANCE
AND SECURING THE PAYMENT OF \$3,500,000 SEWER REVENUE
BONDS, SERIES 2019

WHEREAS, the City of Marshalltown (the “City”), in Marshall County, State of Iowa, did heretofore establish a Municipal Sanitary Sewer System (the “Utility”) in and for the City which has continuously supplied sanitary sewer service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the “Council”) and no board of trustees exists for this purpose; and

WHEREAS, pursuant to a prior resolution of the Council, the City previously issued its \$4,985,000 Sewer Revenue Improvement and Refunding Bond, Series 2012, dated May 8, 2012 (the “Series 2012 Bond”), a portion of which remains outstanding; and

WHEREAS, pursuant to a prior resolution of the Council, the City previously issued its \$3,700,000 Sewer Revenue Bonds, Series 2013, dated June 18, 2013 (the “Series 2013 Bonds”), a portion of which remain outstanding; and

WHEREAS, pursuant to a prior resolution of the Council, the City previously issued its \$5,500,000 Sewer Revenue Bonds, Series 2014, dated June 26, 2014 (the “Series 2014 Bonds”), a portion of which remain outstanding; and

WHEREAS, pursuant to a prior resolution of the Council, the City previously issued its \$6,000,000 Sewer Revenue Bonds, Series 2015, dated August 13, 2015 (the “Series 2015 Bonds”), a portion of which remain outstanding; and

WHEREAS, pursuant to the resolutions (the “Outstanding Bond Resolutions”) authorizing the issuance of the Series 2012 Bond, the Series 2013 Bonds, the Series 2014 Bonds and the Series 2015 Bonds (collectively, the “Outstanding Bonds”), the City reserved the right to issue additional obligations payable from the Net Revenues (as defined herein) of the Utility and ranking on a parity with the Outstanding Bonds under the terms and conditions set forth in the Outstanding Bond Resolutions; and

WHEREAS, the City has heretofore proposed to contract indebtedness and enter into a Sewer Revenue Loan and Disbursement Agreement (the “Agreement”) and to borrow money thereunder in a principal amount not to exceed \$3,500,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of (1) planning, designing and constructing improvements and extensions to the Utility (the “Project”); and (2) undertaking the construction of a certain water resource restoration project, and has published notice of the proposed action and has held a hearing thereon on April 23, 2018; and

WHEREAS, it is necessary at this time for the City Council to approve the Agreement with the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa, as lender (the “Lender”) and to issue Sewer Revenue Bonds, Series 2019 (the “Bonds”) in evidence thereof in the principal amount of \$3,500,000 in order to pay the costs of the Project;

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

Section 1. It is hereby determined that the City shall enter into the Agreement with the Lender. The Agreement shall be in substantially the form as has been placed on file with the City and shall provide for a loan (the “Loan”) to the City in the amount of \$3,500,000, for the purpose as set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Agreement on behalf of the City, and the Agreement is hereby approved.

Section 2. The Bonds are hereby authorized to be issued in evidence of the obligation of the City under the Agreement, in the aggregate principal amount of \$3,500,000, to be dated the date of delivery to or upon the direction of the Lender, and bearing interest from the date of each advancement made at the rate of 1.75% per annum pursuant to the Agreement, until payment thereof, as set forth in Exhibit A attached to the Agreement.

The Bonds may be in the denomination of \$1,000 each or any integral multiple thereof and, at the request of the Lender, shall be initially issued as a single Bond in the denomination of \$3,500,000 and numbered R-1.

The City Clerk is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the “Registrar” or the “Paying Agent.”

Payment of the principal of and interest on the Bonds and premium, if any, shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the City. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of the Bond or Bonds to the Paying Agent.

In addition to the payment of principal of and interest on the Bonds, the City also agrees to pay the Initiation Fee and the Servicing Fee (defined in the Agreement) in accordance with the terms of the Agreement.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered bonds without interest coupons. The issuance of the Bonds and the amount of the Loan advanced thereunder shall be recorded in the office of the City Treasurer, and the certificate on the back of each Bond shall be executed with the official manual or facsimile signature of the City Treasurer. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of

such Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar. Each Bond shall be transferable without cost to the registered owner thereof only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

The Bonds are subject to optional redemption by the City at a price of par plus accrued interest (i) on any date with the prior written consent of the Lender, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days' notice of redemption by facsimile, e-mail, certified or registered mail to the Lender (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

All of the Bonds and the interest thereon, together with the Outstanding Bonds and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth herein (which additional obligations are hereinafter sometimes referred to as "Parity Obligations"), shall be payable solely from the Net Revenues of the Utility and the Sinking Fund hereinafter referred to, both of which are hereby pledged to the payment of the Bonds. The Bonds shall be a valid claim of the owners thereof only against said Net Revenues and Sinking Fund. None of the Bonds shall be a general obligation of the City, nor payable in any manner by taxation, and under no circumstances shall the City or the Utility be in any manner liable by reason of the failure of the Net Revenues of the Utility to be sufficient for the payment in whole or in part of the Bonds and the interest thereon.

Section 3. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon they shall be delivered to the Registrar for registration and delivery to the Lender, upon receipt of the loan proceeds (the "Loan Proceeds"), and all action heretofore taken in connection with the Agreement is hereby ratified and confirmed in all respects.

Section 4. The Bonds shall be in substantially the following form:

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF IOWA
MARSHALL COUNTY
CITY OF MARSHALLTOWN

SEWER REVENUE BOND, SERIES 2019

No. R-1 \$3,500,000

RATE	MATURITY DATE	BOND DATE
1.75%	June 1, 2040	July 19, 2019

The City of Marshalltown (the “City”), in Marshall County, State of Iowa, for value received, promises to pay from the source and as hereinafter provided, on the maturity date of this Bond to

IOWA FINANCE AUTHORITY

or registered assigns, the principal sum of

THREE MILLION FIVE HUNDRED THOUSAND DOLLARS.

Interest at the rate specified above shall be payable semiannually on June 1 and December 1 of each year, commencing December 1, 2019, and principal shall be due and payable in installments in the amounts shown on the Principal Payment Schedule, attached hereto as Exhibit A, on June 1, 2021, and annually thereafter on June 1 in each year until the principal and interest are fully paid, except that the final installments of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2040. Interest shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

The City Clerk shall act as Registrar and Paying Agent and may be hereinafter referred to as the “Registrar” or the “Paying Agent.”

Payment of the principal of and interest on this Bond and premium, if any, shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the City at the addresses shown on such registration books. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of this Bond to the Paying Agent.

This Bond is one of a series of bonds (the “Bonds”) issued by the City to evidence its obligation under a certain Sewer Revenue Loan and Disbursement Agreement, dated the date

hereof (the “Agreement”) entered into by the City for the purpose of providing funds to pay a portion of the cost of planning, designing and constructing improvements and extensions (the “Project”) to the Municipal Sanitary Sewer System of the City (the “Utility”).

The Bonds are issued pursuant to and in strict compliance with the provisions of Sections 384.24A and 384.83 of the Code of Iowa, 2019, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council authorizing and approving the Agreement and providing for the issuance and securing the payment of the Bonds (the “Resolution”), and reference is hereby made to the Resolution and the Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The Bonds are subject to optional redemption by the City at a price of par plus accrued interest (i) on any date with the prior written consent of the Iowa Finance Authority, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days’ notice of redemption by facsimile, e-mail, certified or registered mail to the Iowa Finance Authority (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

The Bonds are not general obligations of the City but, together with the City’s outstanding Sewer Revenue Improvement and Refunding Bond, Series 2012, dated May 8, 2012; Sewer Revenue Bonds, Series 2013, dated June 18, 2013; Sewer Revenue Bonds, Series 2014, dated June 26, 2014; Sewer Revenue Bonds, Series 2015, dated August 13, 2015; and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth in the Resolution, are payable solely and only out of the future Net Revenues of the Utility of the City, a sufficient portion of which has been ordered set aside and pledged for that purpose. This Bond is not payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the said Net Revenues to be sufficient for the payment of this Bond and the interest thereon.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have

existed, have happened and have been performed in due time, form and manner, as required by law, and that the issuance of the Bonds does not exceed or violate any constitutional or statutory limitation or provision.

IN TESTIMONY WHEREOF, the City of Marshalltown, Iowa, has caused this Bond to be executed by its Mayor and attested by its City Clerk, all as of the Bond Date.

CITY OF MARSHALLTOWN, IOWA

By (Do Not Sign)
Mayor

Attest:

(Do Not Sign)
City Clerk

(On the back of each Bond the following certificate shall be executed with the duly authorized signature of the City Treasurer)

STATE OF IOWA
MARSHALL COUNTY
CITY OF MARSHALLTOWN

SS: CITY TREASURER'S CERTIFICATE

The original issuance of the Bonds, of which this Bond is a part, was duly and properly recorded in my office as of the Bond Date.

(Do Not Sign)
City Treasurer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right
of survivorship and not as
tenants in common

UTMA _____
(Custodian)
As Custodian for _____
(Minor)
under Uniform Transfers to Minors Act

(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT A
PRINCIPAL PAYMENT SCHEDULE

<u>Due</u> <u>June 1</u>	<u>Amount</u>	<u>Due</u> <u>June 1</u>	<u>Amount</u>
2021	\$144,000	2031	\$175,000
2022	\$147,000	2032	\$179,000
2023	\$150,000	2033	\$183,000
2024	\$153,000	2034	\$186,000
2025	\$156,000	2035	\$190,000
2026	\$159,000	2036	\$194,000
2027	\$162,000	2037	\$198,000
2028	\$165,000	2038	\$202,000
2029	\$169,000	2039	\$206,000
2030	\$172,000	2040	\$210,000

Section 5. The Loan Proceeds shall be held by the Lender and disbursed for costs of the Project, as referred to in the preamble hereof. The City will keep a detailed, segregated accounting of the expenditure of the Loan Proceeds.

Section 6. So long as any of the Bonds, the Outstanding Bonds or any Parity Obligations are outstanding, the City shall continue to maintain the Utility in good condition, and the Utility shall continue to be operated in an efficient manner and at a reasonable cost as a revenue producing undertaking. The City shall establish, impose, adjust and provide for the collection of rates to be charged to customers of the Utility, including the City, to produce gross revenues (hereinafter sometimes referred to as the “Gross Revenues”) at least sufficient to pay the expenses of operation and maintenance of the Utility, which shall include salaries, wages, cost of maintenance and operation, materials, supplies, insurance and all other items normally included under recognized accounting practices (but does not include allowances for depreciation in the valuation of physical property) (which such expenses are hereinafter sometimes referred to as the “Operating Expenses”) for the next fiscal year, and to leave a balance of net revenues (herein referred to as the “Net Revenues”) equal to at least 110% of the annual installments of principal of and interest on all of the Bonds, the Outstanding Bonds and any other Parity Obligations due in such fiscal year, as the same become due, and sufficient to maintain the several separate funds, as hereinafter provided.

Section 7. The provisions, covenants, undertakings and stipulations for the operation of the Utility and for the collection, application and use of the Gross Revenues and income from such operation, as set forth in the Outstanding Bond Resolutions shall inure and appertain to the Bonds to the same extent and with like force and effect as if herein set out in full, except only insofar as the same may be inconsistent with this resolution.

Nothing in this resolution shall be construed to impair the rights vested in the Outstanding Bonds. The amounts herein required to be paid into the various funds hereafter named shall be inclusive of said payments required with respect to the Outstanding Bonds. The provisions of the Outstanding Bond Resolutions and the provisions of this resolution are to be construed whenever possible so that the same will not be in conflict. In the event such construction is not possible, the provisions of the resolution first adopted shall prevail until such time as the obligations authorized by such resolution have been paid or otherwise satisfied as therein provided, at which time the provisions of this resolution shall again prevail.

Section 8. From and after the issuance of the Bonds, the Gross Revenues of the Utility shall continue to be set aside into the City’s Sewer Revenue Fund (“Sewer Revenue Fund”) created under the Outstanding Bond Resolutions. The Sewer Revenue Fund shall be used in maintaining and operating the Utility, and after payment of the Operating Expenses shall, to the extent provided in this resolution and the Outstanding Bond Resolutions, be used to pay the principal of and interest on the Bonds, the Outstanding Bonds and any Parity Obligations, and to create and maintain the several separate funds hereinafter described.

Section 9. The provisions in and by the Outstanding Bond Resolutions, whereby there has been created and is to be maintained a Sewer Revenue Bond Sinking Fund (herein referred to as the “Sinking Fund”), and for the payment into said fund from the Net Revenues of the Utility such portion thereof as will be sufficient to pay the interest on and principal of the

Outstanding Bonds, are all hereby ratified and confirmed, and all such provisions shall inure and constitute the security for the payment of the interest on and principal of the Bonds hereby authorized as may be outstanding from time to time; provided, however that on the first day of each month of each year, the minimum amount to be set aside, in addition to the amounts required to be set aside in the Outstanding Bond Resolutions, and paid into the Sinking Fund shall be not less than as follows:

Commencing on August 1, 2019, and continuing to and including November 1, 2019, an amount equal to 1/4th of the installment of interest coming due on December 1, 2019, and thereafter, commencing on December 1, 2019, and continuing to final maturity, an amount equal to 1/6th of the installment of interest coming due on the next succeeding interest payment date on the then outstanding Bonds. In addition, commencing on June 1, 2020, and continuing to final maturity, an amount equal to 1/12th of the installment of principal coming due on such Bonds on the next succeeding principal payment date until the full amount of such installment is on deposit in the Sinking Fund.

Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Bonds, the Outstanding Bonds and any Parity Obligations as the same shall become due and payable. Whenever Parity Obligations are issued under the conditions and restrictions hereinafter set forth, provision shall be made for additional payments to be made into the Sinking Fund for the purpose of paying the interest on and principal of such Parity Obligations.

If at any time there should be a failure to pay into the Sinking Fund the full amount above stipulated, then an amount equivalent to the deficiency shall be paid into the Sinking Fund from the Net Revenues of the Utility as soon as available, and the same shall be in addition to the amount otherwise required to be so set apart and paid into the Sinking Fund.

No further payments need be made into the Sinking Fund when and so long as the amount therein is sufficient to retire all of the Bonds, the Outstanding Bonds and any Parity Obligations then outstanding which are payable from the Sinking Fund and to pay all interest to become due thereon prior to such retirement, or if provision for such payment has been made.

All of such payments required to be made into the Sinking Fund shall be made in equal monthly installments on the first day of each month, except that when the first day of any month shall be a Sunday or legal holiday, then such payments shall be made on the next succeeding secular day.

10. The provisions in and by the Outstanding Bond Resolutions, whereby there has been created and is to be maintained a Surplus Fund, into which there shall be set apart and paid all of the Net Revenues remaining after first making the required payments into the Sinking Fund, are all hereby ratified and confirmed, and all such provisions shall inure and constitute the security for the payment of the interest on and principal of the Bonds hereby authorized as may be outstanding from time to time. All money credited to the Surplus Fund shall be transferred and credited to the Sinking Fund whenever necessary to prevent or remedy a default in the

payment of the principal of or interest on the Bonds, the Outstanding Bonds and any Parity Obligations.

As long as the Sinking Fund has the full amount required to be deposited therein by this resolution, any balance in the Surplus Fund may be used in such legal manner as the City Council, or such other duly constituted body as may then be charged with the operation of the Utility, may from time to time direct.

Section 11. All money held in any fund or account created or to be maintained under the terms of this resolution shall be deposited in lawful depositories of the City or invested in accordance with Chapters 12B and 12C of the Code of Iowa and continuously held and secured as provided by the laws of the State of Iowa relating to the depositing, securing, holding and investing of public funds. All interest received by the City as a result of investments under this section shall be considered to constitute Gross Revenues of the Utility and shall be deposited in or transferred to the Sewer Revenue Fund and used solely and only for the purposes specified herein for such funds.

Section 12. The City hereby covenants and agrees with the owner or owners of the Bonds, the Outstanding Bonds and any Parity Obligations, or any of them, that from time to time may be outstanding, that it will faithfully and punctually perform all duties with reference to the Utility required and provided by the Constitution and laws of the State of Iowa, that it will segregate the Gross Revenues of the Utility and make application thereof in accordance with the provisions of this resolution and that it will not sell, lease or in any manner dispose of the Utility or any part thereof, including any and all extensions and additions that may be made thereto, until all of the Bonds, the Outstanding Bonds and any Parity Obligations shall have been paid in full, both principal and interest, or unless and until provisions shall have been made for the payment of the Bonds, the Outstanding Bonds and any Parity Obligations and interest thereon in full; provided, however, that the City may dispose of any property which in the judgment of the Council, or such duly constituted body as may then be charged with the operation of the Utility, is no longer useful or profitable in the operation of the Utility nor essential to the continued operation thereof and when the sale thereof will not operate to reduce the revenues to be derived from the operation of the Utility.

Section 13. Upon a breach or default of a term of the Bonds, the Outstanding Bonds or any Parity Obligations, the Outstanding Bond Resolutions and this resolution, a proceeding may be brought in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required under the terms of this resolution and Division V of Chapter 384 of the Code of Iowa or an action may be brought to obtain the appointment of a receiver to take possession of and operate the Utility and to perform the duties required by this resolution and Division V of Chapter 384 of the Code of Iowa.

Section 14. The Bonds, the Outstanding Bonds or any Parity Obligations shall not be entitled to priority or preference one over the other in the application of the Net Revenues of the Utility regardless of the time or times of the issuance of such Bonds, the Outstanding Bonds or any Parity Obligations, it being the intention of the City that there shall be no priority among the Bonds, the Outstanding Bonds or any Parity Obligations, regardless of the fact that they may have been actually issued and delivered at different times. The City hereby covenants and agrees

that so long as the Bonds, the Outstanding Bonds or any Parity Obligations are outstanding and unpaid, no bonds or other obligations payable from the Net Revenues of the Utility will be issued except upon the basis of such bonds or obligations being subject to the priority and security for payment of the Bonds, the Outstanding Bonds or any Parity Obligations then outstanding; provided, however, that the City reserves the right and privilege of issuing Parity Obligations in order to pay the cost of improvements and extensions to the Utility or for refunding any bonds or obligations payable from the Net Revenues of the Utility, but only if the officially reported Net Revenues of the Utility for the last preceding fiscal year prior to the issuance of such Parity Obligations (with adjustments as hereinafter provided) were equal to at least 110% of the maximum amount of principal and interest that will become due in any subsequent year during the life of the Bonds, the Outstanding Bonds and any Parity Obligations then outstanding, for the Bonds, the Outstanding Bonds and any Parity Obligations then outstanding and the Parity Obligations then proposed to be issued.

The amount of Gross Revenues of the Utility may be adjusted for the purpose of the foregoing computations by an independent consulting engineer or financial consultant not a regular employee of the City, so as to reflect any revision in the schedule of rates and charges being imposed at the time of the issuance of any such Parity Obligations.

Obligations issued to refund the Bonds, the Outstanding Bonds or any Parity Obligations shall not be subject to the foregoing restrictions, provided the Bonds, the Outstanding Bonds or Parity Obligations being refunded will be redeemed within three (3) months of the date of such refunding, and the issuance of the refunding obligations will not cause an increase in the annual debt service requirements during the life of the Bonds, the Outstanding Bonds or Parity Obligations then outstanding which are not being refunded but otherwise any Parity Obligations shall only be issued subject to the restrictions of this resolution.

Notwithstanding the provisions of Section 15 herein, from and after the payment in full of the Outstanding Bonds, the provisions of the Outstanding Bond Resolutions with respect to the issuance of additional sewer revenue obligations payable from the Net Revenues of the Utility and ranking on a parity with the Outstanding Bonds shall no longer apply, and the City may issue Parity Obligations without meeting the test therein. The City hereby reserves the right and privilege of issuing additional obligations from time to time payable from the Net Revenues of the Utility and ranking on a parity with the Bonds.

Section 15. The provisions of the Outstanding Bond Resolutions shall inure to the benefit from time to time of the holders of the Bonds, the Outstanding Bonds and any Parity Obligations and are incorporated herein by this reference and, along with the provisions of this resolution shall constitute a contract between the City and the owners of the Bonds, the Outstanding Bonds and Parity Obligations as may from time to time be outstanding, and after the issuance of the Bonds, no change, variation or alteration of any kind of the provisions of this resolution shall be made which will adversely affect the owners of the Bonds, the Outstanding Bonds or Parity Obligations until all of the Bonds, the Outstanding Bonds and Parity Obligations and the interest thereon shall have been paid in full, except as hereinafter provided.

Section 16. The City agrees that so long as the Bonds, the Outstanding Bonds or any Parity Obligations remain outstanding, it will maintain insurance for the benefit of the owners of

the Bonds, the Outstanding Bonds and any Parity Obligations on the insurable portions of the Utility of a kind and in an amount which usually would be carried by private companies or municipalities engaged in a similar type of business. The proceeds of any insurance, except public liability insurance, shall be used to repair or replace the part or parts of the Utility damaged or destroyed. The City will keep proper books of record and account, separate from all other records and accounts, showing the complete and correct entries of all transactions relating to the Utility, and the owners of the Bonds, the Outstanding Bonds or any Parity Obligations shall have the right at all reasonable times to inspect the Utility and all records, accounts and data of the City relating thereto.

Section 17. The provisions of this resolution shall constitute a contract between the City and the owners of the Bonds and Parity Obligations as may from time to time be outstanding, and after the issuance of the Bonds, no change, variation or alteration of any kind of the provisions of this resolution shall be made which will adversely affect the owners of the Bonds or Parity Obligations until all of the Bonds, the Outstanding Bonds and Parity Obligations and the interest thereon shall have been paid in full, except as hereinafter provided.

The owners of a majority in principal amount of the Bonds and Parity Obligations at any time outstanding (not including in any case any obligations which may then be held or owned by or for the account of the City, but including such obligations as may be issued for the purpose of refunding any of the Bonds, the Outstanding Bonds or Parity Obligations if such obligations shall not then be owned by the City) shall have the right from time to time to consent to and approve the adoption by the City of a resolution or resolutions modifying or amending any of the terms or provisions contained in this resolution; provided, however, that this resolution may not be so modified or amended in such manner as to:

- (a) Make any change in the maturity or redemption terms of the Bonds or Parity Obligations.
- (b) Make any change in the rate of interest borne by any of the Bonds or Parity Obligations.
- (c) Reduce the amount of the principal payable on any Bonds or Parity Obligations.
- (d) Modify the terms of payment of principal of or interest on the Bonds or Parity Obligations, or any of them, or impose any conditions with respect to such payment.
- (e) Affect the rights of the owners of less than all of the Bonds or Parity Obligations then outstanding.
- (f) Reduce the percentage of the principal amount of the Bonds or Parity Obligations, the consent of the owners of which shall be required to effect a further modification.

Whenever the City shall propose to amend or modify this resolution under the provisions of this section, it shall cause notice of the proposed amendment to be (1) filed with the Lender and (2) mailed by certified mail to each registered owner of any Bond or Parity Obligation as shown by the records of the Registrar. Such notice shall set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in the office of the City Clerk.

Whenever at any time within one year from the date of the mailing of said notice, there shall be filed with the City Clerk an instrument or instruments executed by the owners of at least a majority in aggregate principal amount of the Bonds and Parity Obligations outstanding at the time of the adoption of such amendatory resolution specifically consenting to the adoption thereof as herein provided, no owner of any Bonds or Parity Obligations shall have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the City from taking any action pursuant to the provisions thereof.

Any consent given by the owners of a Bond or Parity Obligation pursuant to the provisions of this section shall be irrevocable for a period of six (6) months from the date of such consent and shall be conclusive and binding upon all future owners of the same Bond or Parity Obligation during such period. Such consent may be revoked at any time after six (6) months from the date of such consent by the owner who gave such consent or by a successor in title, but such revocation shall not be effective if the owners of a majority in aggregate principal amount of the Bonds and Parity Obligations outstanding as in this section defined shall have, prior to the attempted revocation, consented to and approved the amendatory resolution referred to in such revocation.

The fact and date of the execution of any instrument under the provisions of this section may be proved by the certificate of any officer in any jurisdiction, who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the persons signing such instrument acknowledged before such officer the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

Section 18. It is the intention of the City that interest on the Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the “Internal Revenue Code”). In furtherance thereof the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

The City hereby designates the Bonds as “Qualified Tax Exempt Obligations” as that term is used in Section 265(b)(3)(B) of the Internal Revenue Code.

Section 19. If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 20. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 21. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved June 24, 2019.

Joel Greer, Mayor

Attest:

Shari L. Coughenour, City Clerk

• • • •

On motion and vote, the meeting adjourned.

Joel Greer, Mayor

Attest:

Shari L. Coughenour, City Clerk

ATTESTATION CERTIFICATE:

STATE OF IOWA
MARSHALL COUNTY
CITY OF MARSHALLTOWN

SS:

I, the undersigned, City Clerk of the City of Marshalltown, Iowa, do hereby certify that I have in my possession or have access to the complete corporate records of the City and of its Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the authorization and approval of a certain Sewer Revenue Loan and Disbursement Agreement (the “Agreement”) and the issuance of \$3,500,000 Sewer Revenue Bonds, Series 2019 (the “Bonds”) of said City evidencing the City’s obligation under such Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no objections were filed in my office and no objections of any kind were made to the matter of entering into such Agreement or issuing such Bonds at the time and place set for hearing thereon, and that no petition of protest or objections of any kind have been filed or made, nor has any appeal been taken to the District Court from the decision of the City Council to enter into the Agreement or to issue the Bonds.

WITNESS MY HAND this ____ day of June, 2019.

Shari L. Coughenour, City Clerk

ESTABLISHMENT CERTIFICATE:

STATE OF IOWA
MARSHALL COUNTY
CITY OF MARSHALLTOWN

SS:

I, the undersigned, City Clerk of the City of Marshalltown, Iowa, do hereby certify that I have complete access and control of all of the corporate records of the City and that, based upon examination of such records, I have determined that the City did heretofore establish a Municipal Sanitary Sewer System (the “Utility”), that the management and control of the Utility are vested in the City Council, and that no board of trustees exists which has any part of the control and management of the Utility.

I further certify that there is not pending or threatened any question or litigation whatsoever touching the establishment, improvement or operation of the Utility and that there are no bonds or other obligations of any kind now outstanding which are payable from or constitute a lien upon the revenues derived from the operation of the Utility, except for the City’s outstanding Sewer Revenue Improvement and Refunding Bond, Series 2012, dated May 8, 2012; Sewer Revenue Bonds, Series 2013, dated June 18, 2013; Sewer Revenue Bonds, Series 2014, dated June 26, 2014; Sewer Revenue Bonds, Series 2015, dated August 13, 2015; and the current issue of \$3,500,000 Sewer Revenue Bonds, Series 2019 of the City.

WITNESS MY HAND this ____ day of June, 2019.

Shari L. Coughenour, City Clerk

June 19, 2019

Shari Coughenour
City Clerk/City Hall
24 North Center Street
Marshalltown, Iowa 50158-4912

Re: Marshalltown, Iowa
\$3,500,000 SRF Sewer Revenue Loan and Disbursement Agreement
File No. 422742-30

Dear Shari:

We have prepared and enclose a resolution that may be adopted at the June 24, 2019 meeting of the Marshalltown City Council in order to approve an SRF Sewer Revenue Loan and Disbursement Agreement and to authorize the issuance of a \$3,500,000 Sewer Revenue Bond, Series 2019 to the Iowa Finance Authority.

The proceedings enclosed include the following items:

1. Minutes of the June 24, 2019 meeting and providing for the adoption of the resolution. The form of Bond, Treasurer's Certificate and Assignment are included as part of the resolution but need not be completed or executed.
2. Certificate attesting to the transcript.
3. Establishment and non-litigation certificate with respect to the Municipal Sanitary Sewer System.

Also enclosed is the Bond. Please have the Bond signed as indicated, and return it to us so that we can deliver it to the lender at the time of closing. Please note that you, the City Treasurer and the Mayor must each sign the Bond.

Additionally, we have enclosed three copies of the Loan and Disbursement Agreement for execution by you and the Mayor. Please return all the executed copies to us so that we can have them signed on behalf of the Iowa Finance Authority, after which we will furnish you with a signed original for the City's records.

Finally, we are enclosing the Closing Certificate to be executed by you and the Mayor. Please review the Certificate for any inaccuracies and return the executed Certificate to our office.

Please call Emily Hammond or me if you have questions.

Very truly yours,

Robert E. Josten

Enclosures

cc via email: Diana Steiner
Jessica Kinser
Tracy Scebold
Alyson Fleming
Maggie Burger



Joel Greer, Mayor
Jessica Kinser, Administrator
Diana Steiner, Finance Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

FINANCE DEPARTMENT

June 19, 2019

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: State Revolving Fund (SRF) loan up to \$3.5 million with Iowa Finance Authority.

Policy Issue: Council must authorize and approve the loan and disbursement agreement and provide for the issuance and secure the payment of the sewer loan.

Recommendation: Staff recommends approving the \$3.5 million SRF. Anticipated closing date is July 19th.

Background: : Under Iowa Code, the City can enter into a loan agreement to borrow money for any public purpose. A public hearing was held over a year ago on April 23, 2018 and Council approved taking action to enter into a loan and disbursement agreement to borrow up to \$3.5 million for the Manhole and Point Repair project. The current interest rate is 1.75% for loans of up to 20 years. There is a .5% origination fee of \$17,413 upfront and a .25% annual servicing fee on outstanding principal.

Excluding loan origination fees, the project is estimated to be \$4,580,462. The City will make up the difference with cash on hand from sewer fees.

There are multiple benefits of using an SRF loan rather than a General Obligation or revenue bond. Interest rates are usually lower, and if interest rates do fall then the City's interest rate can be lowered. The City will pay interest on the outstanding principal based on how much of the loan has been drawn down versus receiving all funds at once and making principal and interest payments immediately. There is no penalty for early payment. No Official Statement or bond rating is required, so the costs from bond counsel will be less. Also, the Iowa Finance Authority will pay up to \$4,000 to Speer Financial's costs rather than the City having to do so.

City Council
Susan Cahill, Leon Lamer, Mike Gowdy,
Al Hoop, Gabriel Isom, Bill Martin, Bethany Wirin



Another benefit of borrowing from the State Revolving Fund for wastewater projects is the ability to then submit an application for Sponsored Project funding. This will allow the City to borrow up to \$290,000 to be used towards a water quality project. This amount is actually a rebate of future interest payments upfront for project funding, meaning that the City would be paying the \$290,000 no matter what, but now has these dollars given back to address water quality. After the SRF project loan is complete, the Iowa Finance Authority would process a loan amendment for the additional \$290,000, which increases the amount of principle owed, but then commensurately reduces the interest rate so that the total principal and interest to be paid over 20 years is equal to what the total would have been without the Sponsored Project.

The City's application for the Sponsored Project funding included multiple possible projects around the City, which would address water quality. The City Council selected the City-owned parking lot at Church and 1st Streets.

Budget Impact: Since this will be repaid with the sewer fees (an Enterprise Fund), this has no effect on property tax rates or the General Fund.

Attachment: Resolution for SRF

cc: Jessica Kinser, City Administrator

City Council
Susan Cahill, Leon Lamer, Mike Gowdy,
Al Hoop, Gabriel Isom, Bill Martin, Bethany Wirin



RESOLUTION APPROVING RENEWAL TOBACCO PERMITS ISSUED THROUGH JUNE 30, 2020

WHEREAS the State of Iowa provides for the licensing of retail sales of tobacco products in the state of Iowa; and

WHEREAS Retailers are required to apply for tobacco permits through their local government; and

WHEREAS The city clerk has received renewal applications meeting state requirements for sale of retail tobacco products; and

WHEREAS the City Council is required by law to approve the retail sales applications for tobacco products within the City of Marshalltown for retailers that have met the State of Iowa requirements.

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

Section 1. The following retailers have met all state requirements as reported to the City Clerk for renewal tobacco licenses:

7 Rayos Liquor Store, 120 E Main St
 BW Gas & Convenience Retail, LLC D/B/A Yesway
 Store #1148, 1701 IOWA AVE E
 Casey's - E Main #3228, 916 E Main St
 Casey's - Iowa Ave #3508, 108 Iowa Avenue W
 Casey's - N 3rd Ave #1303, 111 N 3rd Ave
 Casey's - S 12th Ave #1441, 1402 S 12th Ave
 Casey's - W Lincoln Way #1564, 1009 W Lincoln Way
 Dollar General Store #2019, 408 S 9th St
 Dollar General Store #4206, 2413 S Center St
 East Side Liquor and Groceries, 1116 E Nevada St
 FA786 INC, 114 N CENTER ST
 Family Dollar Store #22186, 327 S 3rd Ave
 Fareway Stores, Inc. #467, 102 W Anson St
 Food & Gas Mart, 613 N 3rd Ave,
 Git-N-Go Convenience Stores #34, 3302 S Center
 Git-N-Go Convenience Stores #35, 902 W Lincoln Way

Goldenland, Inc., 11 E State St
 Hy-Vee Drugstore, 1706 S Center St
 Hy-Vee Food & Drugstore, 802 S Center St
 Hy-Vee Gas, 808 S Center St
 Iowa Veterans Home Canteen, 1301 Summit St
 Jiffy Convenience Stores, 111 S 3rd Ave
 Kwik Star #394 - S Center St, 2500 S Center St
 Kwik Star #607 - S 6th St, 814 S 6th St
 Kwik Star #706 - S 3rd Ave, 810 S 3rd Ave
 Marshall B.W.S. (Beer,Wine,Spirits), 11 N 3rd Ave
 Marshall Tobacco & Vape Outlet, 19 W Main St
 SHAG, 2500 C Center St Spc 1450
 Vaughn's Pub, 22 N 1st Ave
 Walgreens #03196, 5 E Anson St
 Wal-Mart Supercenter #581, 2802 S Center St

Section 2. The renewal tobacco licenses for the retailers listed above are approved.

Passed this ____ day of June, 2019 and signed this ____ day of June, 2019.

CITY OF MARSHALLTOWN

 Joel Greer, Mayor
 Attest:

 Shari L. Coughenour, City Clerk

**RESOLUTION CLOSING CITY OFFICES TO THE PUBLIC AT 12PM ON FRIDAY,
JULY 19, 2019, FOR COMMUNITY SERVICE**

WHEREAS, Friday, July 19, 2019, marks the one-year anniversary of the EF-3 tornado and also happens to be the day before the Marshalltown Art Festival, which will be held in Downtown for the first time; and

WHEREAS, there are many tasks to be completed in Downtown to ensure that Marshalltown makes the best impression to those residents and visitors alike who will be present for the Marshalltown Art Festival; and

WHEREAS, closing City offices at noon would provide employees with the opportunity to continue to give back and participate in community service activities like helping to clean-up the area of the Marshalltown Art Festival and other volunteer opportunities that might emerge;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that City offices will be close to the public at 12:00pm (noon) on Friday, July 19, 2019, with all staff directed to give back to the community until the end of the work day.

Passed this 24th day of June, 2019, and signed this ____ day of June, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING PURCHASING POLICY AND PROCEDURE MANUAL FOR
THE CITY OF MARSHALLTOWN

WHEREAS the City of Marshalltown, Iowa wishes to update the existing purchasing policy and procedure manual

WHEREAS, this policy promotes efficiency, transparency, and fairness in procurement of goods and services

WHEREAS, the policy is being updated to (a) change the minimum amount from \$5,000 to \$10,000 for when the requisition process is required, (b) include insurance premiums in the Exceptions list for when bidding is not required, and (c) include the changes to Administrative Rules Code 545-2 requiring greater disclosures for interfund transfers.

WHEREAS, it is the responsibility of the Department Director to ensure that his/her department follows all policies and procedures

WHEREAS the council finds that adopting this policy is in the best interest of the City of Marshalltown, Iowa.

THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA: to adopt the policy for the Purchasing Policy and Procedure Manual.

Passed this 24th day of June 2019, and signed this ____ day of June, 2019.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

MARSHALLTOWN

— I O W A —

Joel Greer, Mayor
Jessica Kinser, Administrator
Diana Steiner, Finance Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

FINANCE DEPARTMENT

June 18, 2019

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: **Purchasing Policy**

Policy Issue: Council must approve changes to policies.

Recommendation: Staff recommends approving the updated purchasing policy.

Background: Refer to the following for the changes:

1. On page 4 under "Exceptions", the "Insurance premiums for workers compensation, liability and property" has been added since we do not request bids for these items. Rather, the City uses IMWCA (Iowa Municipalities Workers Compensation Association) and ICAP (Iowa Communities Assurance Pool), which Iowa public entities are eligible to participate in.
2. On page 9 section V. Purchasing Procedures, the change is being made to align with the recommendation from the LEAN Accounts Payable event, which was to change the threshold to require a purchase requisition from \$5,000 to \$10,000, in order to eliminate additional steps entering purchases in the software. Any purchases under \$10,000 already required the Department Director's approval. At \$10,000, the Finance Director also approves, at \$25,000 the City Administrator approves, and at \$45,000 the Council approves. The reason the \$5,000 limit was originally established was to ensure fixed assets and CIP transactions were being coded correctly. Anything coded to those categories, will now be in a separate packet and routed to the Finance Department for approval.
3. On page 11 the section on "Transfers" was added to address the changes to the Administrative Rules made in April regarding disclosures for interfund transfers.

Budget Impact: N/A

Attachment: Purchasing Policy Revised June 24 2019

cc: Jessica Kinser, City Administrator

MARSHALLTOWN

— I O W A —

PURCHASING POLICY AND PROCEDURE MANUAL

Date of Version: June 24, 2019 Resolution No.: 2019-_____

Title: FINANCIAL POLICY

Section: PURCHASING POLICY

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I. INTRODUCTION

This policy is to promote efficiency, transparency, and fairness in procurement of goods and services. Purchasing of goods and services for the City is to be accomplished impartially, with no favoritism toward any individual vendor and with no appearance of impropriety. This policy establishes consistent purchasing procedures while maintaining certain controls to obtain needed goods and services efficiently and economically. The cooperation of all City employees, administration and vendors is essential if the City is to obtain maximum value for each tax dollar spent. All purchases and procurements shall be reasonable and necessary. Only the purchasing methods described herein are available for purchasing goods and services on behalf of the City.

No purchase made by an employee shall bind the City to receive and/or pay for the goods or services procured, unless authorized by the methods described herein. Transactions shall not be split into smaller parts to circumvent the dollar limitations and requirements of this policy.

Responsibilities

It shall be the responsibility of the Department Director to ensure that his/her department follows all policies and procedures and expenditures are within the Department's budget. The City's purchasing system is considered decentralized (each departments' responsibility) except for those goods, services, and equipment that qualify or are designated for centralized purchasing.

Regulating Authorities

Requests and suggestions for changes to this policy may be submitted to the Finance Director at any time. All changes in this manual shall be approved by City Council by resolution to be effective.

Noncompliance

Noncompliance with these policies and procedures may result in the return of improperly authorized or prepared documents, nonpayment of vendor invoices, cancellation of purchase orders or purchasing privileges, or other sanctions as determined necessary after consultation with the Department Director and/or City Administrator.

II. PURCHASING POLICY

The City of Marshalltown utilizes different dollar value thresholds for determining what purchasing methods should be used as well as the level of approval required. These thresholds are established by the State of Iowa or federal rules, as well as the best judgement of the City Council in determining an appropriate level of oversight for activities. These purchases can generally be broken down into two categories: purchases that are considered public improvements and all other purchases.

Public Improvements

A Public Improvement is defined as a building or construction work which is constructed for the City of Marshalltown and is paid for in whole or in part with funds of the governmental entity. A public improvement project may involve new construction, reconstruction, or an improvement that results in betterment to a facility by improving either the original design of the facility or the function of the facility.

Repairs or maintenance work are subject to this policy unless performed by a City of Marshalltown employee. This is defined as the preservation of a building, storm sewer, sanitary sewer, or other public facility or structure so that it remains in sound or proper condition, including minor replacements and additions as necessary to restore the public facility or structure to its original condition with the same design.

Public improvement projects are broken down into two types: Vertical Infrastructure and Horizontal Infrastructure. When planning a public improvement and determining which bidding threshold applies, the estimated total cost of the project applies. This estimate should include labor, materials, equipment, and supplies and should exclude the cost of architectural, landscape architectural, or engineering design services or the cost of inspections.

Vertical infrastructure includes the following:

- Buildings and all appurtenant/accessory structures
- Utilities
- Incidental street improvements including sidewalks
- Site development features
- Recreational trails
- Parking facilities

Vertical infrastructure does not include any work constructed in conjunction with or ancillary to highway, street, bridge or culvert projects, including but not limited to utilities and sidewalks.

Estimated Total Project	Requirement	Approval Level
Equal to or less than \$57,000*	Informal Procedures	Department: less than \$10,000; Finance: \$10,000-\$24,999; City Administrator: -\$25,000 \$44,999; City Council- \$45,000-57,000
Greater than \$57,000* and less than \$139,000*	Competitive Quotation Procedures	City Council
Greater than \$139,000*	Competitive Bidding	City Council

Horizontal infrastructure includes the construction, reconstruction, improvement, or repair and maintenance of a highway, bridge or culvert.

Estimated Total Project	Requirement	Approval Level
Equal to or less than \$48,000*	Informal Procedures	Department: Less than \$10,000 Finance: \$10,000-\$24,999; City Administrator: \$25,000 - \$44,999 City Council: \$45,000 - \$48,000
Greater than \$48,000*	Competitive Bidding Procedures	City Council

**These amounts are effective as of January 1, 2019. The law requires these amounts be reviewed not less than biennially, effective January 1 following any such adjustment. This Policy shall automatically incorporate and the City shall properly follow any threshold adjustments which may occur subsequent to January 1, 2019. A listing of bid thresholds is available at: http://www.iowadot.gov/local_systems/publications/bid_limits.htm*

Some of projects may be combined and include portions that are both horizontal and vertical infrastructure. In that case, the more stringent bidding requirements should be used. For example, if utilities are constructed in conjunction with a street project, the horizontal infrastructure thresholds should be used. If the utilities are constructed independently, the vertical infrastructure thresholds can be used.

If donated funds are to cover the entire cost of the public improvement, the City does not need to utilize the processes specified above.

For public improvement projects, the City Engineer can approve change order(s) up to an aggregate amount of \$25,000 without additional council approval. However, if the change order(s) increases the cost of the project by more than 10% from the amount that the Council originally approved, then the current change order(s) and any future change order(s) for the project shall be approved by Council. After the change order has been approved, a report will be provided to Council indicating the vendor name, amount, purpose of contract, and reason for the change order.

All Other Purchases

Purchases of goods or services which fall outside of the definition of a public improvement are governed by different dollar thresholds and processes.

Estimated Total Project	Requirement	Approval Level
Less than \$25,000	Informal Procedures	Department: less than \$10,000 Finance: \$10,000-\$24,999
\$25,000 to \$44,999	Request for Sealed Quotations or Request for Proposal	City Administrator
\$45,000 or greater	Request for Sealed Quotations or Request	City Council

Purchases and Contracts less than \$5,000

Any goods and/or services under this threshold may be purchased by Department Directors or their respective designees without receiving quotes if the Department Director/Designee makes a conscious decision that it is not worthwhile based on the minimal savings and the investment of time for staff to get quotes. If Director/Designee makes the decision to get quotes, at least 2 must be obtained.

Purchases and Contracts \$5,000 to \$24,999

The purchase of any goods or services where the total value is between \$5,000 and less than \$24,999 shall require written quotations from at least three suppliers or documentation to substantiate effort to get three quotes. Once department supervisor and/or director approves and contract is signed, if applicable, requester can make the purchase. It is the responsibility of the Department to maintain the quotes.

Purchases and Contracts equal to or greater than \$25,000

For goods or services of \$25,000 or more, a Request for Sealed Quotations or Request for Proposal (RFP) must be utilized. Request for quotes will be solicited for when the specifications and requirements are sufficiently standardized that the quotes can be easily compared with one another. A Request for Proposal (RFP) will be solicited when specifications and requirements are not standardized and the City wishes the bidder to propose a solution or methodology.

For a Request for Sealed Quotation or Request for Proposal, the Director/designee shall approve the bidder specifications prior to release. The written specifications will include the time, place, and manner for filing quotations/proposals, which may be received by in person, by mail, fax, or e-mail as indicated in the specifications.

Exceptions

There are some circumstances which the thresholds for purchases other than public improvements will not apply. This includes the following situations:

- Already negotiated contracts including state contracts, federal supply schedule or other national procurement associations
- Sole source may be used for OEM (Original Equipment Manufacturer) and warranty repairs, if prior approval is obtained from Council. Sole source is defined as a vendor who is the only one qualified or allowed to perform maintenance based on the manufacturer's warranty or who is allowed to sell parts/goods in a particular geographic location for a product. All purchases involving a sole source vendor where competitive bids are required shall be accompanied by written justification from the Department Director detailing the reason for a sole source purchase.
- On-going services that are under a contract or 28E agreement, including rents and leases, maintenance and service agreements.
- Medical physicals and expenses, employee insurance and benefit programs, and the related third- party administrators.
- Insurance premiums for workers compensation, liability and property.
- Services only provided by one vendor (i.e. utilities, annual dues, subscriptions).
- Travel and Training
- Projects being wholly funded by donated funds

Local preference Policy

The City Council has determined that it is in the best interest to make smaller dollar purchases through local businesses. A local business is defined as any business that owns or leases a building within the city limits of Marshalltown and uses the building for the conduct of business operations within the City. For the purchase of goods or services, if the anticipated cost is less than \$5,000 and the Department Director determines that significant savings to the city from competitive bid or quotation appears unlikely.

This policy shall be interpreted to give a local preference to the extent consistent with state law and this Purchasing Policy. It is not appropriate to solicit bids or quotations, then select a higher bid or quote because of local preference. It does not apply when awarding contracts for public improvements, nor to goods and services purchased with the assistance of federal, state or county funds. It does not apply to other specific circumstances when the application would make it unlawful under state or federal law, including the application under treaty or trade agreements.

Capital Improvement Plan

For goods or services already approved in the annual Capital Improvement Plan (CIP) budget, which is no greater than 10% of the original estimate, the department can proceed without additional Council approval. Other approval levels based on dollar thresholds still apply.

Change Orders

Department directors can approve change order(s) up to an aggregate amount of \$25,000 without additional Council approval. However, if the change order(s) increases the cost of the project by more than 10% from the amount that the Council originally approved, then the current change order(s) and any future change order(s) for the project shall be approved by Council. After the change order has been approved, a report will be provided to Council indicating the vendor name, amount, purpose of contract, and reason for the change order.

Motor Vehicles

Any motor vehicle licensed to be driven on the road must be approved by Council prior to purchase.

III. PURCHASING METHODS

The method of purchasing to be used, or how a bid or quote is obtained, is determined by the type of project/purchase as defined above. Regardless of the method required for a purchase, the City of Marshalltown strives to ensure full and open competition, guarantee the objective performance of the contract, and eliminate the possibility for unfair competitive advantages. Proposal selection shall be based on responsiveness to the solicitation, price, quality, deadlines of delivery, warranties, accountability and fulfillment of the service, and other relevant factors.

Informal Procedures

If the estimated total cost of the project is equal to or less than the minimum threshold amount as defined by type of project above, the City may proceed as deemed in the best interest of the City. If the Director/Designee makes the decision to get quotes, at least two must be obtained. A quote can be a telephone quotation, print screens from a website, information from a catalog, or a written amount. It is the responsibility of the Department to maintain the quotes.

For public improvement projects which require an informal procedure, a performance and

payment bond is required from the contractor for any work exceeding \$25,000 in total cost, including change orders.

Competitive Quotation Procedures

The competitive quotation process is for vertical infrastructure projects only. The City must make a good faith effort to obtain quotes from at least two contractors regularly engaged in the required work before awarding a contract. Quotes may be obtained after the city provides a description for the work to be completed, including plans and specification prepared by an architect or engineer, and allows all potential contractors and opportunity to inspect the project site.

The quotes received should detail the amount for labor, materials, equipment and supplies. The lowest responsive, responsible bidder shall be awarded the bid, or the City may reject all quotes. A resolution awarding the bid and approving a contract must be approved by the City Council prior to work commencing. The contractor's performance and payment bond, and certificate of insurance, must also be on file before work begins.

If the work can be performed by employees of the city, the city may file a competitive quotation for the work to be performed in the same manner as a contractor. For purposes of comparing the city's quotation to perform the work with city employees to a contractor's quotation to perform the work, the amount of estimated sales and fuel tax which a contractor identified in its quotation must be deducted from the contractor's quotation.

If no quotations are received to perform the work or if the city's estimated cost to do the work with its employees is less than the lowest responsive, responsible quotation, the city may authorize its employees to perform the work.

Competitive Sealed Bid Procedures

This process requires an architect or engineer to prepare plans and specifications as well as calculate the estimated total cost of the project. The process for selecting an architect or engineer is one that is qualifications based, meaning the City should select the best qualified firm to complete this task. See Request for Qualifications below for more information.

Once plans, specification and an engineer's cost estimate are prepared, the City Council must order and then hold a public hearing on the plans, specifications, form of contract and estimated cost of the project. Following the public hearing the City must then send a notice to bidders, which includes the time and place for filing sealed bids, time and place the bids will be opened, general nature of the public improvement, general timeline of the project, and detail the requirements of the bid security. The notice might also include other pertinent information and that the city reserves the right to reject any and all bids.

The City will also publish a notice not less than 13 and no more than 45 days before the bid filing deadline, as required by law, in the following locations:

- The Construction Update Network
- The City of Marshalltown website

Depending on the scope of the project, a pre-bidding meeting might be necessary to give potential contractors a chance to ask questions about the project. This decision shall be left to each Director/ designee.

After the deadline for bids to be received, a formal bid opening will be held. The City must record on the envelope containing the bid the time it was received and the name of the person who received it. Any bid received after the deadline cannot be considered and must be returned to the bidder unopened. After the bids have been opened, the city can award the contract, by resolution, to the lowest responsive, responsible bid or reject all bids and set a new date for receiving bids. The contractor's performance and payment

bond, and certificate of insurance, must also be on file before work begins.

Request for Qualifications

A Request for Qualifications should be issued when seeking the best qualified firm for providing professional services, such as architectural and engineering services. Where practical, however, those vendors providing such services should be asked to submit quote or bids to provide the services requested. Such proposals shall be evaluated on the basis of the vendor's reputation, experience, and understanding of the work to be done. Price, while being a factor, may not be the primary factor. City Director, City Administrator and City Council authorization or affirmation is still required at the same dollar limitations.

Request for Sealed Quotations

For purchases of goods or services meeting the above thresholds, the following request for bid process should be used. The Director/designee should have a written set of standards and specifications for which pricing is being sought. Bids are open at an announced time, and each bidder is identified along with the bid amount. The award should go to the lowest responsive, responsible bidder at the appropriate approval levels based on the dollar threshold.

Request for Proposals (RFP)

For purchases of goods services meeting the above thresholds, a Request for Proposal should be used when the City is seeking a service for which there is not a standardized specification for bidders. Instead, a scope of work provided by the City guides bidders on what items should be submitted in a response.

Evaluation criteria should also be specified in a bid document and then used to determine the best proposed process and/or firm for the given service. The City is not required to accept the lowest dollar bid in this process. At a minimum, advertisement of this bid should be posted on the City of Marshalltown website. The City may contact known vendors that provide this service to notify them of the RFP. Request for Proposals should be sealed bids so as to prevent any disclosure of process, cost or any other aspects of a proposal. The bid openings for RFPs are not public.

Request for Information (RFI)

This method can be used when the City wants to obtain valuable information from potential suppliers of goods or services by simply asking for the information from known and qualified firms. Potential suppliers may provide method-valuable information, alternative solutions, and enable the entity to evaluate their approach to the procurement of the good or service.

This method can also be used for contracts for leases or acquisition of real property. A lease or acquisition value is negotiated after considering competitively acquired information about alternatives and values.

The City Administrator and Finance Director must be included in these negotiations. Council action is required before any contract is signed for acquisition of real property.

IV. POLICIES RELATED TO THE PROCUREMENT

Outside of the dollar thresholds and approval levels, there are additional policies which departments and City personnel must consider when making a purchase.

Prepayments

The City does not prepay for goods or services or utilize prepaid devices such as gift cards. If a vendor requires prepayment for goods or services, authorization must be

obtained from the City Administrator or the Finance Director.

Sales Tax

The City does not pay sales tax for goods or services. Employees should provide the vendor the City's sales tax exemption number. If the vendor does charge sales tax, it will be the responsibility of the employee to get a credit or refund. The exception to paying sales tax is when an employee is paying for items personally and being reimbursed, such as travel expenses, or does not have a Pcard. In those instances, the employee will be reimbursed for sales tax.

Emergency Purchases

Emergency purchases are exempt from getting quotes or soliciting bids when the incident could not be foreseen and the repair/service is required to continue service to the public or to insure the safety of citizens or employees. The City Administrator must provide prior authorization for an emergency purchase.

Procurement Records

Departments are responsible for maintaining all specifications, quotations, selection criteria, performance and payment bonds, certificate of insurance, and contracts. Please see the Iowa Records Retention Manual for further guidance.

Iowa Gift Law

Please see Personnel Policy 2.16 for the City's policy regarding Iowa's Gift Law.

Conflict of Interest

If an elected official or an employee of the City of Marshalltown has a conflict of interest related to the selection, award, or administration of a contract supported by a Federal award, this must be disclosed to the City Administrator or Mayor immediately. A conflict of interest can include when an elected official or employee, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

Related Party Transactions

Purchase transactions for goods or services from an officer of the City or an employee of the City, including Board and Commission members, is limited to \$2,000, in any one occurrence, unless the sale is made after public notice and a competitive bidding process per State law. Regardless of the amount, the employee must disclose the purchase to his/her Supervisor, Department Director, and Finance Director.

State or Federal Grant Expenditures

All purchases funded through a State or Federal grant must follow all additional procedures required by the grantor. In regards to federal programs, all procurement will be done in accordance with 2 CFR; Part 200 unless federal requirements conflict with local or state requirements, then the most restrictive requirement will be followed (see Appendix A for federal requirements). All bid specifications for a purchase that is funded through a State or a Federal grant must list all additional specifications for the goods or services that are required by the grantor. Contractors must be evaluated when the bids are received on their ability to meet these State or Federal requirements. In addition, no purchases to be covered by the grant can be made prior to the execution of the grant agreement unless approved by the grantor.

Centralized Purchasing:

Goods, services, and equipment that are determined to qualify under any of the following

criteria will be purchased and bid by the Department:

- Where bulk purchasing or exclusiveness can save the City money.
- Where consistency across departments creates organizational efficiency
- Where no department is directly responsible for a good or service that affects many departments
- Where the City Administrator determines that it is beneficial for the City to do so

The ordering Department will create bid specifications, solicit bids, and manage contracts for goods, services, and equipment that are deemed to qualify.

For the goods, services, or equipment qualifying under this section, departments must contact the ordering Department for vendor issues, complaints or other related activities.

Qualification for centralized purchasing will be determined by the City Administrator and the Finance Department.

V. PURCHASING PROCEDURES

In order to complete a purchase, the following internal procedures must be used in order to pay for a purchase.

1. For Goods/Services that have been purchased that are less than \$10,000, the invoice will be coded by the Department and turned over to the Accounts Payable Division of the Finance Department to enter into the accounting software. The Department will review the entries and approve/decline. If the purchase is being requested to be paid out of funds 030 /031(CIP) or is coded to an equipment/vehicle expense of \$5,000 or more, the Finance Department will review and approve.
2. For goods/services equal to or exceeding \$10,000, a purchase requisition must be created in the financial software and be approved by at least the Supervisor, Department Director, and higher authority prior to a purchase being made. A higher authority is defined as the City Administrator, Finance Director, or a designee of either.

Purchase requisitions shall be approved in the following manner. (Department Directors may set more restrictive approval requirements within their departments if desired).

- \$10,000 to \$24,999 must be approved by (a) a supervisor if applicable, (b) a Department Director, and (c) Finance Director or his/her designee
- \$25,000 and over must be approved by (a) a supervisor if applicable, (b) a Department Director, (c) Finance Director and (d) City Administrator or his/her designee.

Depending on the dollar threshold and the accounting codes used, the City Administrator or his/her designee and/or the Finance Department will approve requisitions within 48 hours of receiving a properly authorized requisition.

A purchase order is created from requisitions of \$10,000 or greater. The requisition must be approved prior to issuing the purchase order to the vendor. This purchase order number can then be provided to the vendor if requested.

Petty Cash

Petty cash may be used to make change for customers or to make purchases of under \$30 which could not be covered by a procurement card. Approval is required by the supervisor or higher authority and must be signed out from the petty cash custodian prior to making

the purchase.

Petty cash should not be used for:

- Travel and training expenses or clothing expenses
- Purchases where the City has a credit account
- Purchases that can be made with the employee's procurement card.

A receipt is required for all petty cash purchases. It should indicate the description of the item, purpose, amount paid, account number to be expended and signature on the receipt.

The Finance Director must authorize any increases or decreases to a department's petty cash. If a petty cash fund is desired, it must be requested and approved through the Finance Director or his/her designee.

Procurement Card (Pcard)

Procurement card (Pcard) may be used to pick up needed items locally, pay for items on the internet, when it is necessary to expedite goods, and when an advance deposit is required (i.e. travel reservations).

Supervisors or Department Directors will approve the purchase and sign the monthly recap sheet when coding. The Pcard User must sign and date the invoice, receipt, or order acknowledgement indicating items were received and in good condition. See Purchasing Card Policy for more information.

Employee Reimbursement

Employee reimbursements are for staff that do not have a Pcard and/or need reimbursed for:

- Travel costs (i.e. mileage, motel, meals, parking). Please reference section 2.11, Appendices A-D of the Employee Policy Manual for acceptable travel expenses
- Training costs (i.e. registration fees, educational materials, office supplies)
- Clothing allowances
- Low-cost items that are needed that day (i.e. part)
- Library materials
- Personal cell phone allowance
- Emergency purchases as defined in this policy above.

Employees are required to submit original detailed receipts indicating vendor name, date & time of purchase, and items purchased. Supervisors and/or Directors must approve the employee reimbursement request.

Central Store

Central Store is used for items purchased and then available to all departments (i.e. paper products). The person picking up supplies will list them on a charge-out sheet. At the end of each quarter, the Finance Department will expense the supplies to the Departments.

Budget Approval

Department Directors are responsible to select the most appropriate account number and stay within their overall approved budget for each activity. This means that a specific budget expenditure line can be exceeded as long as the entire activity is not. If circumstances arise where the budget is not sufficient or if the Director wants to make a change, follow these guidelines:

If the good or service exceeds the budgeted amount, the Director may request:

- A budget line transfer when moving from one expense line to the other within the same fund and department activity, which nets to zero. This only requires the Department Director's approval. The exception is that you cannot decrease wages or benefit lines and move the savings to other budget lines.
- A budget line transfer between funds or department activities, but within the same budgetary function as defined by State Code, requires the Department Director and Finance Director's approval.
- A budget transfer between budgetary functions requires approval of the public through a budget amendment. Prior authorization must be sought from the City Administrator and Finance Director who will in turn present it to the City Council for approval.

In the event that a purchase or service was not planned in the original budget and it exceeds planned budgetary function levels, prior authorization must be sought from the City Administrator and Finance Director who will in turn present it to the City Council for approval.

Transfers:

Effective April 13, 2019, the City Finance Committee, organized under Iowa Administrative Code, approved changes to Administrative Rules Code 545-2 requiring greater disclosures for all interfund transfers. The rules require cities to provide the originating fund and receiving fund, purpose, and amount of the transfer during the budget process and also requires additional resolutions any time transfers exceed the original or amended budget amounts.

APPENDIX A for federal procurement to be used if more restrictive than City's policy:

METHODS OF PROCUREMENT

Procurement under grants shall be made by one of the following methods, as described herein:

(a) small purchase procedures; (b) sealed bids (formal advertising); (c) competitive proposals; (d) noncompetitive proposals.

A. Micro-Purchase Procedures 200.320(a)

- i. The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold - \$10,000 (200.67)
- ii. To the extent practicable, must distribute micro-purchases equitably among qualified suppliers
- iii. May be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable

B. Small Purchase Procedures 200.320(b)

- i. Are those relatively simple and informal procurement methods for securing services, supplies, or other property that does not cost more than the simplified acquisition threshold - \$250,000 (200.88)
- ii. Price or rate quotations are to be obtained from an "adequate number" of qualified sources

C. Sealed Bidding (formal advertising) 200.320(c)

- i. Lowest priced, responsive, responsible, bidder WINS
- ii. The preferred method for construction when sealed bidding is "feasible", which is when certain conditions are present
- iii. Bids must be solicited from an "adequate number of known suppliers", providing them sufficient response time before date for the opening of bids
- iv. Bids will be opened at the time and place prescribed in the invitation for bids
- v. Must publicly advertise the invitation for bids
- vi. Bids must be opened publicly
- vii. Other procedural requirements at 200.320(c)(2)

D. Competitive Proposals 200.320(d)

- i. Used when conditions are not appropriate for the use of sealed bids
- ii. The appropriate method when more than one source is expected to submit an offer and either a fixed-price or cost-reimbursement type contract is awarded
- iii. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with **price** and other factors considered
- iv. Requests for proposals **must be publicized** and identify all evaluation factors and their relative importance
- v. Proposals must be solicited from an adequate number of qualified sources
- vi. Must have written method for conducting technical evaluations of the proposals received and for selection of the contract

E. Noncompetitive Proposals 200.320(f)

- i. Procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
 - a. **One Source:** the item is available only from a single source
 - b. **Exigency/Emergency:** an exigency or emergency will not permit a delay resulting from competitive solicitation

- c. **Awarding Agency Approval:** the Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity
- d. **Inadequate Competition:** after the solicitation of a number of sources, competition is determined inadequate

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (200.321)

- A. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- B. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- F. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e).

CONTRACT PRICING (200.323)

- A. The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used.
- B. The City shall perform some form of cost/price analysis for every procurement action, including contract modifications, amendments, or change orders. The City shall make an independent estimate prior to receiving a bid or proposal.
- C. The City shall negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. In determining a fair and reasonable profit, the City must consider the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance and the industry profit rates in the surrounding geographical area.

PROCUREMENT RECORDS

The City shall maintain records sufficient to detail the significant history of a procurement, including the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(200.324)

(a) The City must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition.

(b) The City must make available upon request, for the Federal awarding agency or pass-through entity preprocurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

- (1) The City's procurement procedures or operation fails to comply with the procurement standards in this Part;
- (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
- (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
- (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The City is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this Part.

(1) The City may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The City may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the City that it is complying with these standards. The City must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

AWARDED CONTRACTS

- A. The City will not award a contract to a party listed as debarred, suspended, or otherwise excluded in the System for Award Management (SAM). www.sam.gov (200.213)
- B. Contracts awarded shall contain the applicable contract provisions described in 2 CFR 200.326 and Appendix II to Part 200.
- C. The City will maintain written standards of conduct covering conflicts of interest and must provide for disciplinary action to be applied for violations of such standards as defined in 2 CFR 200.318 (c) (1).

RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH
CLAPSADDLE-GARBER ASSOCIATES, INC
IN THE CITY OF MARSHALLTOWN, IOWA,
IN THE AMOUNT OF \$54,100.00

WHEREAS, the City Council of Marshalltown, Iowa, has negotiated an Agreement for professional services with Clapsaddle-Garber Associates, Inc, for the Airport Terminal Building and Approach Paving Improvements Project; and

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

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

Section 1. That the attached Amended Agreement for Professional Services with Clapsaddle-Garber Associates, Inc, is hereby approved in all respects and particulars.

Section 2. That the Mayor and City Clerk be authorized and directed to execute said Contract for Services on behalf of the City of Marshalltown, Iowa.

Passed this 24th day of June 2019, and signed this _____ day of June 2019.

CITY OF MARSHALLTOWN

Joel Greer , Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



June 12, 2019

Mr. Justin Nickel
Public Works Director
36 North Center Street
Marshalltown, IA 50158

Re: Construct Terminal Building and Approach
Paving Improvements
Marshalltown Municipal Airport
CGA PN 4482.01

Dear Justin:

Enclosed are three copies of the proposed Engineering Services Agreement for the referenced project. If the Agreement is acceptable to the City of Marshalltown, please see that all three copies are signed and attested on Page 6 and dated on Page 1. Then return two copies to me as our Notice to Proceed, keeping the third copy for your records.

Please let me know if you have any questions or concerns in this regard.

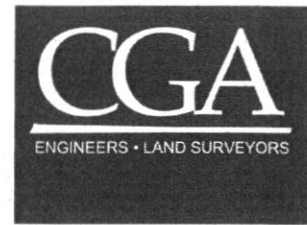
Sincerely,

CLAPSADDLE-GARBER ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "J. P. Roenfeldt", is written over the company name.

Joseph P. Roenfeldt, P.E.
Project Engineer

Engineering Services Agreement



THIS AGREEMENT made this _____ day of _____, 2019, by and between the **City of Marshalltown, Iowa**, hereinafter called the *Owner*, and **Clapsaddle-Garber Associates, Inc.**, a corporation legally formed under the provisions of Chapter 496A of the 1966 Code of Iowa, hereinafter called the *Engineer*.

WHEREAS, the Owner requires professional engineering services from the Engineer for the project described as:

Construct Terminal Building and Approach Paving Improvements
Marshalltown Municipal Airport
Marshalltown, Iowa

WITNESSETH that for and in consideration of the mutual covenants and promises between the parties hereto, it is agreed as follows:

1. Engineer

The ENGINEER AGREES to perform the following engineering services for the Project:

- a. **General.** The Engineer has reviewed the site of the Project and the engineering services involved and the Engineer shall serve as the Owner's professional representative in the engineering services required for the Project, and shall give consultation and advice to the Owner during the performance of his services.

The Engineer shall secure and maintain such insurance as will protect him from claims under the Workmen's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this Agreement.

- b. **Scope of Engineering Services.** The Engineer shall accomplish those tasks described in Attachment A – *Scope of Engineering Services*.
- c. **Time Schedule for Execution of Engineering Services.** The Engineer acknowledges the importance to the Owner of the Project schedule and agrees to put forth reasonable efforts in performing the service with due diligence under this Agreement. The Owner understands, however, that the Engineer's performance must

be governed by sound professional practices and will be affected by outside influences beyond the Engineer's control.

- d. **Additional Special Services.** When requested in writing by the Owner, Engineer shall furnish or obtain from others "Additional Special Services" not described in the *Scope of Services* included in this Agreement. The scope of the Additional Special Services and the related cost shall be negotiated as the need arises.

2. Owner

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

- a. **Access to the Work.** The Owner shall guarantee access to and make all provisions for the Engineer to enter upon public land as required for the Engineer to perform such work as surveys and inspections in the development of the Project. The Engineer will contact private property owners for permission of entry to private lands.
- b. **Consideration of the Engineer's Work.** The Owner shall give thorough consideration to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Engineer, and shall inform the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.
- c. **Legal Requirements.** The Owner shall hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests, and fulfill all requirements necessary in the development of the Project, and pay all costs incidental thereto.

3. The Owner's Payments to the Engineer

a. General

- 1) Abandoned or Suspended Work. If any work performed by the Engineer is abandoned or suspended in whole or in part, the Engineer shall be paid for costs incurred prior to receipt of written notice from the Owner of such abandonment or suspension, together with any terminal expenses resulting therefrom, and including a reasonable profit.
- 2) Payment to the Engineer. Payment shall be due and payable from monthly statements. Payments not received within thirty (30) days of the invoice date shall be subject to an interest charge of eighteen percent (18%) per annum from the date of the invoice.
- 3) Collection. In the event legal action is necessary to enforce the payment provisions of this Agreement, Engineer shall be entitled to collect from Owner any judgment or settlement sums due, reasonable attorney's fees, court costs, and expenses incurred by Engineer in connection with such collection action, computed at Engineer's prevailing fee schedules and expense policies.

- b. **Payments for Design and Construction Services.** The Owner shall pay the Engineer a fixed fee in accordance with the following:

Task 1.0	Project Formulation and Conceptual Design.....	\$54,100.00
Task 2.0	Design.....	\$ xxxx*
Task 3.0	Bid Letting.....	\$ xxxx*
Task 4.0	Distribution of Plans and Specifications	\$ xxxx*
Task 5.0	Grant Administration.....	\$ xxxx*
Task 6.0	Contract Administration	\$ xxxx*
Task 7.0	Construction Staking	\$ xxxx*
Task 8.0	Construction Observation.....	\$ xxxx*
Task 9.0	Construction Testing	\$ xxxx*
Total Initial Compensation		\$54,100.00

*will be added by amendment

4. Conditions

The OWNER and ENGINEER FURTHER AGREE to the following conditions:

- a. **Termination of Contract.** The Engineer may terminate this Agreement upon giving the Owner five (5) calendar days' prior written notice for any of the following reasons:

1. Breach by the Owner of any material term of the Agreement including but not limited to Payment Terms.
2. Material changes in the conditions under which the Agreement was entered into.
3. Failure of the parties hereto to reach accord on the fees and charges for any Additional Services required.
4. Actions under this Agreement which may expose the Engineer to claims or other charges filed by persons to whom the Engineer owes a duty of care.

The Owner shall within thirty (30) calendar days of termination pay the Engineer for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.

The Owner may terminate this Agreement:

1. The Owner may, by written notice, terminate this contract in whole or in part at any time, either for the Owner's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Owner.
2. If the termination is for the convenience of the Owner, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit or unperformed services.

3. If the termination is due to failure to fulfill the Engineer's obligations, the Owner may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Engineer shall be liable to the Owner for any additional cost occasioned to the Owner thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the Owner. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
5. The rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

In the event the Owner's funds for this project are substantially reduced or totally withdrawn, the Owner shall have the right, at its option, to renegotiate or terminate this Agreement

- b. **Suspension of Services:** If the project is suspended for more than thirty (30) calendar days in the aggregate by the Owner, the Engineer shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, the Engineer may, at his option, terminate this Agreement upon giving notice in writing to the Owner.

If the Owner fails to make payments when due or otherwise is in breach of the Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Owner. The Engineer shall have no liability whatsoever to the Owner for any costs or damages as a result of such suspension caused by any breach of the Agreement by the Owner.

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

- e. **Opinion of Probable Cost.** Statements of probable construction costs and detailed cost estimates prepared by the Engineer represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that the Engineer has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the Engineer does not guarantee that any actual cost will not vary from any cost estimate prepared by the Engineer.
- f. **Certificate of Merit.** The Owner shall make no claim (whether directly, in the form of a third-party claim, or for indemnity) against the Engineer unless the Owner shall have first provided the Engineer with a written certification executed by an independent Engineer licensed in Iowa to practice in the same discipline as the Engineer specifying those acts or omissions which the certifier contends constitutes a violation of the standard of care expected on an Engineer performing professional services under similar circumstances and upon which the claim will be premised. Such certification shall be provided to the Engineer thirty (30) days prior to the presentation of, and shall be a precondition to any such claim or the institution of, any arbitration or judicial proceeding.
- g. **Jobsite Safety.** Neither the professional activities of the Engineer, nor the presence of the Engineer's employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities, including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the *Contract Documents* and any health or safety precautions required by any regulatory agencies. The Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety.
- h. **Successors and Assigns.** This agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Engineer, respectively, and his partners, successors, assigns, and legal representatives. Neither the Owner nor the Engineer shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.
- i. **Equal Opportunity/Affirmative Action.** The Engineer is prohibited from engaging in discriminatory employment practices forbidden by federal and state law, executive orders and rules of the Iowa Department of Management, pertaining to equal employment opportunity and affirmative action. The Engineer with regard to the work performed by it, will not discriminate on the grounds of race, religion, age, physical disability, color, sex or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment.
- j. **Records Retention.** The Engineer shall retain all records pertaining to the contract for three years from the date of final payment for inspection and audit by local or state officials or their authorized representatives.

- k. **Severability.** If any section, provision or part of this Agreement shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional

5. **Defend and Hold Harmless Agreement**

Engineer shall defend, indemnify and save harmless the City of Marshalltown, the Iowa DOT and the State of Iowa its agencies, agents, employees and assignees from all claims and liabilities due to design error, omission or negligent act of Engineer, its members, agents, stockholders, or employees, in connection with performance of this Agreement.

6. **Attachments**

The following attachments are included as part of this Agreement:

- Attachment A – *Standard Terms and Conditions*
- Attachment B – *Scope of Engineering Services*

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

OWNER

City of Marshalltown, Iowa

By: _____

Title: _____

Attested by:

Title: _____

ENGINEER

Clapsaddle-Garber Associates, Inc.

By: Michael C. Beards

Title: Executive Vice President

Attested by:

J. L. G. R. H.

Title: Project Manager

ATTACHMENT A
CLAPSADDLE-GARBER ASSOCIATES, INC.
STANDARD TERMS AND CONDITIONS

PARTIES

"ENGINEER" shall mean Clapsaddle-Garber Associates, Inc.
"CLIENT" shall mean the person or entity executing this Agreement with "ENGINEER."

STANDARD OF CARE

Services provided by ENGINEER under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project.
ENGINEER PROVIDES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ITS SERVICES.

RIGHT OF ENTRY

The CLIENT shall provide for complete and continuous access to the Project site in order for ENGINEER to timely perform its services and shall provide for entry for the employees, agents and subcontractors of ENGINEER and for all necessary equipment. While ENGINEER shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with ENGINEER's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due ENGINEER shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that ENGINEER files or takes any action, or incurs any costs, for the collection of amounts due it from CLIENT, then ENGINEER shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by ENGINEER for the default of the CLIENT, then ENGINEER shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of ENGINEER and ENGINEER does not cure the default, then ENGINEER shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by ENGINEER in connection with the orderly termination of the Agreement or services, including, but not limited to, demobilization, reassignment of personnel, termination of subcontractors, subconsultants and other agents whose services were retained for the Project, associated overhead costs, lost profits, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

ENGINEER shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to ENGINEER such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors. CLIENT hereby warrants the accuracy and completeness of the information provided by CLIENT to ENGINEER, and ENGINEER shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for ENGINEER to assure the accuracy, completeness and sufficiency of such CLIENT-furnished information, either because it is provided by others, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold ENGINEER Group harmless from and against any and all claims, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other costs, expenses or damages of any nature whatsoever (including, without limitation, damages to property, injuries or death to persons, fines, penalties) arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by ENGINEER or its subcontractors. ENGINEER will use the standard of care defined in this Agreement in providing this service. The information that ENGINEER must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless ENGINEER Group for any and all claims, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other costs, expense or damages of any nature whatsoever arising out of the location of underground utilities provided or any information related to underground utilities provided to or by ENGINEER under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that ENGINEER shall not be responsible for the acts or omissions of the contractor or contractors, and their respective affiliated companies, officers, directors, equityholders, employees, agents, subcontractors, suppliers, or other persons or entities responsible for performing work on the Project (collectively, the "Contractor Group") that is not in conformance with the construction Contract Documents, if any, prepared by ENGINEER under this Agreement. ENGINEER shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the Contractor Group. In addition, CLIENT agrees that ENGINEER is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

The ENGINEER shall not supervise, direct or have control over the Contractor's work, not have any responsibility for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. The ENGINEER shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The ENGINEER does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

JOBSITE SAFETY

Neither the professional activities of the ENGINEER/Surveyor, nor the presence of the ENGINEER's/Surveyor's employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities, including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the *Contract Documents* and any health or safety precautions required by any regulatory agencies. The ENGINEER's/Surveyor's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety.

SHOP DRAWING REVIEW

If, as part of this Agreement ENGINEER reviews and approves contractor submittals, such as shop drawings, product data, samples and other data, as required by ENGINEER, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor. ENGINEER's review shall be conducted with reasonable promptness while allowing sufficient time in ENGINEER's judgment to permit adequate review. Review of a specific item shall not indicate that Engineer has reviewed the entire assembly of which the item is a component. Engineer shall not be responsible for any deviations from the contract documents not brought to the attention of Engineer in writing by the contractor. Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement ENGINEER is providing opinions of probable construction cost, the CLIENT understands that ENGINEER has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, and that ENGINEER's opinions of probable construction costs are to be made on the basis of ENGINEER's qualifications and experience. ENGINEER makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement ENGINEER is providing construction observation services, ENGINEER shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained ENGINEER to make detailed inspections or to provide exhaustive or continuous project review and observation services. ENGINEER does not guarantee the performance of, and CLIENT hereby agrees that ENGINEER shall have no responsibility for, the acts or omissions of the Contractor Group or any other person or entity furnishing materials or performing any work on the Project (other than ENGINEER and its subconsultants). ENGINEER shall advise the CLIENT if ENGINEER observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

If the Owner desires more extensive project observation or fulltime project representation, the Owner shall request that such services be provided by the ENGINEER as Additional Services in accordance with the terms of this Agreement.

OTHER SERVICES

The CLIENT may direct ENGINEER to provide other services including, but not limited to, any additional services identified in ENGINEER's proposal. If ENGINEER agrees to provide these services, then the schedule shall be reasonably adjusted to allow ENGINEER to provide these services. Compensation for such services shall be at ENGINEER's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment To Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All drawings, reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by ENGINEER as instruments of service (the "ENGINEER Deliverables") shall remain the property of ENGINEER and ENGINEER shall retain title in the ENGINEER Deliverables. ENGINEER grants to CLIENT a limited non-exclusive license to use the ENGINEER Deliverables for the construction and operation of the Project (the "Specified Purpose"). All other uses of the ENGINEER Deliverables by CLIENT Group are prohibited, including, without limitation, reuse of the ENGINEER Deliverables, use of the ENGINEER Deliverables for the expansion or modification of the Project, or for use on other projects. Except in connection with a Specified Purpose and then only to those persons or entities necessary, CLIENT shall not disclose, market or distribute ENGINEER Deliverables to third parties. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold ENGINEER Group harmless from any and all claims, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other costs, expenses or damages of any nature whatsoever arising out of, resulting from or in any way related to the use by CLIENT or any other person or entity of any ENGINEER Deliverable for any purpose other than the Specified Purpose.

CERTIFICATE OF MERIT

The Owner shall make no claim (whether directly, in the form of a third-party claim, or for indemnity) against the ENGINEER unless the Owner shall have first provided the ENGINEER with a written certification executed by an independent ENGINEER/Surveyor licensed in Iowa to practice in the same discipline as the ENGINEER/Surveyor specifying those acts or omissions which the certifier contends constitutes a violation of the standard of care expected of an ENGINEER/Surveyor performing professional services under similar circumstances and upon which the claim will be premised. Such certification shall be provided to the ENGINEER/Surveyor thirty (30) days prior to the presentation of, and shall be a precondition to any such claim or the institution of, any arbitration or judicial proceeding.

DISPUTE RESOLUTION

If a dispute arises between ENGINEER and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and ENGINEER agree to submit to non-binding mediation prior to the commencement of any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

ENGINEER shall not be responsible for any event or circumstance that is beyond the reasonable control of ENGINEER that has a

demonstrable and adverse effect on ENGINEER's ability to perform its obligations under this Agreement or ENGINEER's cost and expense of performing its obligations under this Agreement (an "Excusable Event"). When an Excusable Event occurs, the CLIENT agrees ENGINEER is not responsible for damages, nor shall ENGINEER be deemed to be in default of this Agreement, and ENGINEER shall be entitled to a change order to equitably adjust for ENGINEER's increased time and/or cost to perform its services due to the Excusable Event.

LIMITATION OF LIABILITY; WAIVER OF CONSEQUENTIAL DAMAGES

In recognition of the relative risks and benefits of the Project to both CLIENT and ENGINEER, the risks have been allocated such that CLIENT agrees, to the fullest extent of the law, to limit the liability of Engineer and its officers, directors, equityholders, employees, agents, subconsultants, and affiliated companies (collectively, the "ENGINEER Group") to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other cost, expense or damage of any nature whatsoever resulting in any way related to the Project or Agreement from any cause or causes to an amount that shall not exceed the compensation received by ENGINEER under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including negligence for professional acts, errors or omissions, strict liability, breach of contract, expressed or implied warranty, contribution, expressed indemnity, implied contractual indemnity, equitable indemnity, tort and all other claims. Except for the limitation of liability above, the CLIENT waives any claim or cause of action against the ENGINEER Group arising from or in connection with the performance of services for the Project or this Agreement.

The ENGINEER Group shall not be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines and CLIENT hereby releases the ENGINEER Group from any such liability.

INDEMNIFICATION

Subject to the limitation of liability above, ENGINEER agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees and defense costs, or costs of any nature whatsoever to the extent caused by ENGINEER's negligent performance of service under this Agreement and that of its officers, directors, equityholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless ENGINEER Group against all claims, damages, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other cost, expense or damage of any nature whatsoever to the extent caused by the acts or omissions of CLIENT and its affiliated companies, officers, directors, equityholders, employees, agents, contractors, subcontractors, engineers, designers, and consultants (other than ENGINEER) (collectively, the "CLIENT Group") in connection with this Project.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or delegate any duties under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Any such assignment or delegation not in accordance with the terms of this Agreement shall be null and void.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and ENGINEER shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW; JURISDICTION AND VENUE

This Agreement and all matters arising under or in connection with this Agreement shall be governed by, construed and interpreted pursuant to the laws in the state of the locale of ENGINEER's address written in this Agreement without regard to conflicts of law principles. In any suit relating to this Agreement, CLIENT and ENGINEER unconditionally and voluntarily consent to be subject to the exclusive jurisdiction of the state or federal courts sitting in Iowa and hereby waive any objections to venue lying therein. Each of the parties hereby consents to service of process anywhere in the world.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of ENGINEER to provide equal employment opportunities for all. ENGINEER will not discriminate against any employee or applicant because of race, color, religion, sex, marital status, national origin, age, ancestry, veteran status, physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and ENGINEER and supersedes all prior or contemporaneous negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms. Any amendments, changes or alterations to this Agreement shall only be binding if reduced to writing and signed by both parties.

SIGNATURES

This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same agreement. Original, facsimile, or electronic signatures by the parties are deemed acceptable for binding the parties to the Agreement.

NOTICES

All formal notices requests, demands, and other communications required under this Agreement shall be in writing and shall be hand delivered to the party or mailed by overnight registered or certified mail, postage prepaid, return receipt requested, to the address of the respective party set forth in this Agreement and to the attention of the respective person signing this Agreement on behalf of the party. The date of hand delivery or the date of mailing in accordance with the foregoing sentence shall be deemed to be the date of delivery of any such notice.

Attachment B
Scope of Engineering Services
Construct Terminal Building and Approach Paving
Marshalltown Municipal Airport

This project provides for the construction of a terminal building and approach paving improvements at the Marshalltown Municipal Airport. In addition, it also includes utility improvements need for development of the hangar. It is anticipated the project will be funded in part with a grant in aid from the Iowa Department of Transportation.

Task 1.0 – Project Formulation and Conceptual Design

- 1.1 Project Formulation and Site Selection. Project formulation provides for project conceptualization, and related administration associated with formulation of this project. CGA will assist the City of Marshalltown with determining a location to place the proposed terminal building improvements with a possible attached hangar.
- 1.2 Terminal Building Conceptual Design. CGA will also assist the City of Marshalltown with conceptual design services to provide potential preliminary building layouts, preliminary renderings and preparation of conceptual project estimate. CGA will be assisted with architectural services by Studio Melee.

***Potential Future Design and Construction related Services to be added by Amendment**

Task 2.0 – Design*

- 2.1 Geotechnical Investigations*. Geotechnical investigations will not be performed as part of this project. It is assumed that we will incorporate into the bidding documents geotechnical investigations performed as part of on FAA AIP funded hangar project that is adjacent to or connected to the proposed terminal building.
- 2.2 Collect Additional Topo & Draft Background*. Topographic data for the project area will be collected using electronic field collection techniques. This data will then be downloaded and drafted in the office to provide a background CAD drawing to be used for planning and development of the project site plan.
- 2.3 Cover Sheet*. The cover sheet shall provide pertinent project information such as project title, general description of the work, project numbers, location map, index to the plan sheets, and designer certification. Additionally the cover sheet shall include FAA design standards such as RDC, TDG and critical design aircraft.

- 2.4 Symbols, Legend and Information Sheet*. This sheet shall contain symbols used throughout the plan set, project bench mark descriptions, and a tabulation of horizontal control points.
- 2.5 Project Layout and Safety Plan Sheet*. This sheet will provide a general layout of the project and denote the contractor's access, assembly and storage areas. This sheet will also address project safety requirements. The contractor shall be solely and exclusively responsible for the safety of the airport users as it relates to construction activities.
- 2.6 Project Quantities Sheet*. The project quantities sheet will include identification of project bid items, specification references, plan quantities and a location to tabulate final quantities as part of the record drawings. In addition, any special reference notes for the bid items will be included.
- 2.7 Site Plan*. The site plan will depict general building location and dimensions, utility services, grading, and related site development. Utility services will include general location, dimension and supporting information relative to an on airport extension of existing waterman, sanitary sewer, telephone services and internet services. CGA will be assisted with architectural, mechanical, electrical and plumbing services by Studio Melee, as a subconsultant to CGA.
- 2.8 Building Plan and Details*. The general building plan shall graphically depict floor plan, typical sections and details to provide the most flexibility and opportunity for various potential contractors. It is anticipated that the building will be a pre-engineered building with structural design and certification provided by the contractor's or building manufacturer's licensed engineer.
- A general footing design will be provided for the building based on information received prior to bidding from a pre-engineered building manufacturer. The general footing design shall be provided as guidance for a contractor bidding the project. CGA will be assisted with structural services by Studio Melee, as a subconsultant to CGA.
- 2.9 Electrical/Mechanical Plan*. The electrical/mechanical plan shall provide location and installation requirements for all electrical and mechanical systems for the terminal building. CGA will be assisted with architectural services by Studio Melee.
- 2.10 Project Manual*. We will prepare a project manual utilizing the Iowa Statewide Urban Designs and Specifications (SUDAS) Design Manual for the solicitation of bids in accordance with a formal competitive bid process. The bid documents will consist of a Notice to Bidders and Notice of Public Hearing, Instructions to Bidders, Form of Proposal, Iowa DOT Targeted Small Business Requirements, Form of Bid Bond, Form of Contract, Form of Performance, Payment and

Maintenance Bond, Insurance Requirements, Additional Requirements, Special Provisions, and applicable Advisory Circulars. We will prepare Reference Specifications describing materials, work to be performed, method of measurement, method of payment and any specific features required by the City of Marshalltown. Studio Melee will be providing Reference Architectural Specifications.

- 2.11 Progress Meetings*. Occasional meetings with the Owner or the Owner's representatives will be held to obtain input and to coordinate the design process and decisions.
- 2.12 Quality Control Review*. We will provide preliminary plans and specifications to the City of Marshalltown for review along with conducting an internal quality control review. UL Verification Services as a subconsultant to CGA, will be also be providing quality control review for the electrical and mechanical systems in the terminal building as part of the internal quality control review. Upon completion of the internal quality control review we will then prepare final plans and specifications incorporating comments identified during this review process.

*will be added by amendment

Task 3.0 - Bid Letting*

- 3.1 Opinion of Probable Costs*. We will provide an opinion of probable construction cost based on plan quantities.
- 3.2 Advertising*. We will assist the City of Marshalltown in publication of appropriate legal notices, providing notice to various plan room clearing houses and directly notifying contractors of the proposed construction work. In addition, we will answer contractors' questions and issue any addenda required during the bidding period.
- 3.3 Bid Opening and Award*. We will assist the City of Marshalltown in securing and opening of bid proposals. CGA will attend the bid opening provide tabulation and provide an analysis of bids. We will assist the City of Marshalltown in preparing signatory copies of the construction contract.

*will be added by amendment

Task 4.0 – Distribution of Plans and Specifications*

- 4.1 Distribution of Plans and Specifications*. We will print and distribute paper copies of the project's contract documents to prospective bidders, subcontractor suppliers and contractor plan room services as provided for under the laws of the State of Iowa.

*will be added by amendment

Task 5.0 – Grant Administration*

- 5.1 Claim for Reimbursement*. We will track the project costs, gather invoices and prepare for the City of Marshalltown's signature and submission, Iowa DOT form 291108 "Claim for Reimbursement of Project Costs." The City of Marshalltown will provide copies of cancelled checks documenting payment of the invoices.

*will be added by amendment

Task 6.0 - Contract Administration*

- 6.1 Preconstruction Conference*. We will prepare an agenda, organize and attend a meeting with the Contractor, Subcontractors, Subconsultants, Airport Authorities, Owner, and the IDOT to establish construction schedules, coordinate subcontractors, and establish communications for the project during construction. After the meeting we will prepare and distribute minutes of the conference.
- 6.2 Submittal Reviews and Coordination*. The Contractor will be required to submit various submittals and approval data for the project. The submittals will be checked for compliance with the plans and specifications.
- 6.3 Construction Progress Payments*. Monthly payments will be made by the Owner to the prime contractor for the construction work. Tabulations of the construction quantities satisfactorily completed and their related cost will be prepared and a recommendation for payment in accordance with the construction contract will be made.
- 6.4 Visits to the Site*. A Professional Engineer will make occasional visits to the construction site to check the general quality and quantity of the Contractor's work. Based on information obtained during such visits, determine in general if such work is proceeding in accordance with the Contract and keep the City of Marshalltown informed of the progress.
- 6.5 Engineering Administration*. This task involves coordination, supervision, communications, and scheduling of the engineering staff as required for this project. In addition, the Project Manager will provide engineering decisions and provide communications with the Owner and the Contractor required for administration and implementation of the project.
- 6.6 Change Orders*. Prepare change orders for changes necessary in the construction for submission to the Owner and the Contractor for approval. This process shall include itemization and documentation of cost adjustments.

- 6.7 Engineer's Statement of Completion*. When the Contractor claims final completion of the construction, a Professional Engineer shall make an inspection of the work and prepare a list of items of work or construction not acceptable or uncompleted for the Contractor to complete or repair. A Professional Engineer will prepare a Statement of Completion along with Iowa DOT Form 291109 stating that the construction work has been substantially completed in accordance with the terms of the contract and will list the final construction quantities and costs.
- 6.8 Record Drawings*. Prepare from records, reports, field plans, etc., a final copy of record plans to show changes in the work authorized and known during the construction process.

*will be added by amendment

Task 7.0 - Construction Staking*

- 7.1 Building Control*. Building control stakes will be set for use by the Contractor.
- 7.2 Grading Stakes*. CGA will initially stakes at nominal 100' intervals for use by the contractor in rough grading. Rough grade stakes will also include staking for any storm sewer improvements associated with the project.
- 7.3 Paving Stakes*. One set of paving stakes will be set at nominal 25' intervals for use by the Contractor for both the pavement approach to hangar facility and the taxilane expansion. It is anticipated these stakes will be utilized by the Contractor for fine grading of the subgrade, placement of the subbase, and placement of the surface course.

*will be added by amendment

Task 8.0 - Construction Observation*

- 8.1 Resident Observation. A resident construction observer will be provided during major construction activities. Duties and responsibilities of the observer will include checking compliance of the construction with the plans and specifications, record and document the contractor's activities, prepare related reports, and serve as the Project Engineer's liaison with the contractor. Labor costs are based on part time observation of XXX* hours.

*will be added by amendment

Task 9.0 - Construction Testing*

- 9.1 Laboratory and Field Testing*. Laboratory and Field Testing will consist of subgrade/subbase quality tests, concrete slump, air content, and compressive strength tests. This task will also involve the monitoring, tabulating and review of the results.

*will be added by amendment

RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH
CLAPSADDLE-GARBER ASSOCIATES, INC
IN THE CITY OF MARSHALLTOWN, IOWA,
IN THE AMOUNT OF \$59,458.00

WHEREAS, the City Council of Marshalltown, Iowa, has negotiated an Agreement for professional services with Clapsaddle-Garber Associates, Inc, for the Airport Hangar Improvements Project; and

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

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

Section 1. That the attached Amended Agreement for Professional Services with Clapsaddle-Garber Associates, Inc, is hereby approved in all respects and particulars.

Section 2. That the Mayor and City Clerk be authorized and directed to execute said Contract for Services on behalf of the City of Marshalltown, Iowa.

Passed this 24th day of June 2019, and signed this _____ day of June 2019.

CITY OF MARSHALLTOWN

Joel Greer , Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



June 12, 2019

Mr. Justin Nickel
Public Works Director
36 North Center Street
Marshalltown, IA 50158

Re: Construct Hangar Improvements
Marshalltown Municipal Airport
AIP No. 3-19-0058-016
CGA PN 4482.01

Dear Justin:

Enclosed are three copies of the proposed Engineering Services Agreement for the referenced project. If the Agreement is acceptable to the City of Marshalltown, please see that all three copies are signed and attested on Page 6 and dated on Page 1. Then return two copies to me as our Notice to Proceed, keeping the third copy for your records.

Please let me know if you have any questions or concerns in this regard.

Sincerely,

CLAPSADDLE-GARBER ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "J.P. Roenfeldt", is written over the company name.

Joseph P. Roenfeldt, P.E.
Project Engineer

Engineering Services Agreement



This AGREEMENT made as of the ____ day of _____, 2019, by and between the CITY OF MARSHALLTOWN, IOWA by and through the CITY OF MARSHALLTOWN hereinafter called the OWNER or SPONSOR, and CLAPSADDLE-GARBER ASSOCIATES, INC., a corporation legally formed under the provisions of Chapter 496A of the 1966 Code of Iowa, hereinafter called the ENGINEER.

WHEREAS, the OWNER intends to construct the Construct Hangar Improvements at the Marshalltown Municipal Airport in accordance with FAA standards.

WHEREAS, the OWNER anticipates a grant for said improvements from the Federal Aviation Administration, and the OWNER desires the ENGINEER to proceed with the preliminary design services necessary to accomplish the improvements. The work shall hereinafter be called the PROJECT.

1. THE ENGINEER AGREES TO perform the following engineering services for the Project.

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

The Engineer shall secure and maintain such insurance as will protect him from claims under the workmen's compensation acts and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this Agreement. The Engineer hereby agrees to defend and hold the Owner harmless and indemnify Owner from any and all such claims.

- b. BASIC SERVICES: Under the Basic Services, the Engineer shall accomplish those tasks described in Attachment A as:

Task 1.0 Preliminary Design
Task 3.0 Final Design*
Task 4.0 Bid Letting*

Task 5.0 Distribution of Plans and Specifications*

*will be added by amendment

- c. OTHER SERVICES: Under the Other Services, the Engineer shall accomplish those tasks described in Attachment A as:

Task 2.0 Grant Administration – Preliminary Design Phase

Task 6.0 DBE Plan and Reports*

Task 7.0 Grant Administration*

Task 8.0 Contract Administration*

Task 9.0 Construction Staking*

Task 10.0 As-Built ALP*

*will be added by amendment

- d. PROJECT INSPECTION SERVICES: Under Project Inspection Services, the Engineer shall accomplish those tasks described in Attachment A as:

Task 11.0 Construction Observation*

Task 12.0 Construction Testing*

*will be added by amendment

- e. ADDITIONAL SPECIAL SERVICES: When requested in writing by the Owner, the Engineer shall perform such extraordinary services not normally considered a part of the design or construction phase engineering.

- (1) Revision of Approved Plans: When requested, the Engineer shall revise plans and/or specifications, contract documents, etc. when such changes or revisions are not occasioned by fault of the Engineer and such original documents, plans, specifications, etc. have been prepared in accordance with the Owner's approval, acceptance or instructions.
- (2) Readvertising for Bidders: The service required when the Owner readvertises for construction bidders not occasioned by fault of the Engineer shall be extra services.
- (3) Extra Construction Engineering: Such services occasioned through no fault of the Engineer such as caused by Contractor's default for any reason, damage to the construction caused by an Act of God, and construction supervision over an extended period beyond the completion date shall be considered extra services.
- (4) Inspection After Final Acceptance: Such services requested after the Owner has accepted the Engineer's Statement of Completion shall be considered extra services.

- (5) Special Consultants: The services of other professional fields such as lawyers, accountants, archaeologists, ornithologists, rate experts, and such similar types of professional skills are not normal to providing engineering services and are considered extra services.
- (6) Litigation: Engineering services for court testimony, should the Owner require the Engineer to appear as an expert witness, plus preparation time, are extra services.
- f. TIME SCHEDULE FOR EXECUTION OF ENGINEERING SERVICES: The following schedule is anticipated:

Engineering Contract Executed.....	June 24, 2019
Submit FAA Grant Application for Preliminary Design Phase.....	June 24, 2019
Submittal of Preliminary (30%) Design Report.....	November 22, 2019
Completion of Preliminary Design & 90% Plans and Specifications.....	February 14, 2020

This schedule is subject to FAA and Owner turnaround time for reviews and responses. The Engineer acknowledges the importance to the Owner of the project schedule and agrees to put forth reasonable efforts in performing the service with due diligence under this Agreement. The Owner understands, however, that the Engineer's performance must be governed by sound professional practices and will be affected by outside influences beyond the Engineer's control.

- 2. THE OWNER AGREES to provide the Engineer with complete information concerning the requirements of the Project and to perform the following services:
 - a. ACCESS TO THE WORK: The Owner shall guarantee access to and make all provisions for the Engineer to enter upon public lands as required for the Engineer to perform such work as surveys and inspections in the development of the Project. The Engineer will contact private property owners for permission of entry to private lands.
 - b. CONSIDERATION OF THE ENGINEER'S WORK: The Owner shall give thorough consideration to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Engineer, and shall inform the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.
 - c. LEGAL REQUIREMENTS: The Owner shall hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the Project, and pay all costs incidental thereto.

3. THE OWNER'S PAYMENTS TO THE ENGINEER:

a. GENERAL

- (1) Abandoned or Suspended Work: If any work performed by the Engineer is abandoned or suspended in whole or in part, the Engineer shall be paid for costs incurred prior to receipt of written notice from the Owner of such abandonment or suspension, together with any terminal expenses resulting therefrom, and including a reasonable profit.
- (2) Payments to the Engineer shall be due and payable from monthly statements. Payments not received within thirty (30) days of the invoice date will be subject to an interest charge of one-and-one-half (1.5) percent of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

b. PAYMENTS FOR BASIC SERVICES: The Owner shall pay the Engineer for the basic services described in 1.b., a Lump Sum Fee in accordance with the following.

Task 1.0 Preliminary Design.....	\$51,132.00
Task 3.0 Final Design	\$ xxxx*
Task 4.0 Bid Letting	\$ xxxx*
Task 5.0 Distribution of Plans and Specifications	\$ xxxx*
*will be added by amendment	

The initial total Lump Sum Fee for Basic Services is \$51,132.00.

c. PAYMENTS FOR OTHER SERVICES: The Owner shall pay the Engineer for other services described in 1.c., a Lump Sum Fee in accordance with the following:

Task 2.0 Grant Administration – Preliminary Design Phase	\$8,326.00
Task 6.0 DBE Plan and Reports.....	\$ xxxx*
Task 7.0 Grant Administration.....	\$ xxxx*
Task 8.0 Contract Administration	\$ xxxx*
Task 9.0 Construction Staking	\$ xxxx*
Task 10.0 As-Built ALP.....	\$ xxxx*
*will be added by amendment	

The initial total Lump Sum Fee payment for Other Services is \$8,326.00.

d. PAYMENTS FOR PROJECT INSPECTION SERVICES: The Owner shall pay the Engineer a fee for Construction Observation services described in 1.d. as Task 11.0, Cost-Plus-Fixed-Fee of \$ xxxx* Not-To-Exceed a total fee of \$ xxxx*.

The Owner shall pay the Engineer for Construction Testing described in 1.d., as Task 12.0, an amount equal to direct labor, overhead and expenses plus a fixed payment of \$ xxxx* not to exceed a total of \$ xxxx*. In addition, the fees for services and reimbursable expenses of an independent testing laboratory employed by the Engineer for testing services are estimated at \$ xxxx*, but shall be billed at actual cost.

The estimated not-to-exceed fee payment for Project Inspection Services is \$xxxx*.

*will be added by amendment

- e. PAYMENTS FOR ADDITIONAL SPECIAL SERVICES: For additional services defined in 1.e., the Owner shall pay the Engineer a negotiated amount based on the scope of additional services, and said payments will be due and payable from monthly billings should they be required for the project.

- f. SUMMARY OF FEES: The total compensation under this Agreement is summarized as follows:

Service	Tasks	Compensation	Fee Type
Basic Services	1.0	\$51,132.00	Lump Sum
Other Services	2.0	\$8,326.00	Lump Sum
Basic Service	3.0-5.0	*	Lump Sum
Other Services	6.0 – 10.0	*	Lump Sum
Construction Services – Inspection & Testing	11.0-12.0	*	Estimated Cost Plus A Fixed Fee Not To Exceed
Initial Total Compensation		\$59,458.00	

*will be added by amendment

4. THE OWNER AND ENGINEER FURTHER AGREE to the Federal Provisions contained in Attachment D.
5. SUCCESSORS AND ASSIGNS: This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Engineer respectively and his partners, successors, assigns, and legal representatives. Neither the Owner nor the Engineer shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.

6. **ATTACHMENTS:** The following attachments are included as part of this Agreement.

- Attachment A - Scope of Engineering Services
- Attachment B - Certification of Engineer
- Attachment C - Labor Estimate
- Attachment D - Federal Provisions

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

OWNER:

City of Marshalltown

By: _____

Title: _____

ATTESTED BY:

Title: _____

ENGINEER:

Clapsaddle-Garber Associates, Inc.

By: Michael C. Beards

Title: Executive Vice President

ATTESTED BY:

J. G. O'Brien

Title: Project Manager

Attachment A
Scope of Engineering Services
For
Construct Hangar Improvements
Marshalltown Municipal Airport
AIP No. 3-19-0058-016-2019

This project provides for Construct Hangar Improvements at the Marshalltown Municipal Airport.

BASIC SERVICES – PRELIMINARY DESIGN PHASE

Task 1.0 - Preliminary Design

- 1.1 Project Formulation. Project formulation provides for project conceptualization, preliminary estimate preparation, predesign conference and related administration associated with formulation of this project. CGA will provide agenda and minutes for the predesign meeting.
- 1.2 Geotechnical Investigations. Preliminary geotechnical investigations will be provided by TEAM Services as a subconsultant to Engineer. The investigation will include subsurface exploration and geotechnical report with recommendations concerning the design and construction of foundations, floor slab and approach pavement.
- 1.3 Pavement Design Form. A FAA Form 5100-1 Airport Pavement Design Form will be provided to document the proposed pavement section for the approach pavement.
- 1.4 Collect Survey and Draft Background. Survey data for the project area will be collected using electronic and field observation collection techniques. This data will then be analyzed, downloaded and drafted in the office to provide a background CAD drawing for preparation of project plans.
- 1.5 Cover Sheet. The cover sheet shall provide pertinent project information such as project title, general description of the work, project numbers, location map, index to the plan sheets, and designer certification. Additionally the cover sheet shall include FAA design standards such as RDC, TDG and critical design aircraft.
- 1.6 Symbols, Legend and Information Sheet. This sheet shall contain symbols used throughout the plan set, project bench mark descriptions, and a tabulation of horizontal control points.
- 1.7 Project Layout Sheet and Construction Safety and Phasing Plan. Provide a drawing depicting the general layout of the project and denote the contractor's access, assembly/storage areas, traffic control, and related notes. For temporary construction

items (such as the contractor's staging area, access road, and equipment) and the permanent runway, the Engineer shall prepare and submit FAA 7460-1 Forms electronically through the FAA's OE/AAA website. The FAA shall conduct an aeronautical study of the temporary and permanent points. Engineer shall coordinate points with FAA prior to submission. We will prepare a Construction Safety and Phasing Plan (CSPP) in general conformance with the requirements of Advisory Circular 150/5370-2G Operational Safety on Airports during Construction. The Contractor shall be solely and exclusively responsible for the safety of the airport users as it relates to construction activities.

- 1.8 Typical Sections and Pavement Project Details. Project details and typical sections for the proposed project improvements will be depicted.
- 1.9 Project Quantities Sheet. The project quantities sheet will include identification of project bid items, specification references, plan quantities and a location to tabulate final quantities as part of the record drawings. In addition, any special reference notes for the bid items will be included.
- 1.10 Site Plan. Prepare site plan sheet to show project dimensions, elevations, existing utilities, paving grades, and storm drainage for the proposed improvements.
- 1.11 Electrical/Mechanical Sheets – Prepare Electrical and Mechanical sheets to detail the electrical and mechanical components of the project. Electrical and Mechanical engineering design for the storage building will be provided by UL Verification Services as a subconsultant to Engineer.
- 1.12 Storm Water Pollution Prevention Plan. Prepare a storm water pollution prevention plan in accordance with Iowa Department of Natural Resources NPDES general permit number 2.
- 1.13 Preliminary Design Summary (30%). A 30% preliminary design summary will be prepared and will include the following items:
 - Geotechnical Investigations performed under task 1.2.
 - Mechanical systems
 - Utilities
 - Drainage considerations
 - Project Schedule
 - Preliminary Opinion of Probable Construction Cost
- 1.14 Design Report (90%) and Plan Review. A design report in general accordance with AIP Sponsor Guide, Section 920 will be prepared discussing design aspects of the project. We will submit one (1) set each 90% complete plans and project manual as well as engineering report to FAA and the Owner for review. We will also update and submit an Engineer's Opinion of Probable Construction Cost and the Preliminary Project Budget based on the 90% plans to the FAA and Owner for review and

comment.

- 1.15 Project Manual. A project manual will be prepared that includes Contract Documents (notice of hearing and letting, contractor's proposal, form of contract, bid bond, performance and payment bond, insurance requirements, wage and labor requirements, and equal employment opportunity requirements), General Conditions of the Contract, Special Conditions of the Contract, Detailed Specifications, the CSPP and applicable Advisory Circulars. FAA AC 150/5370-10H along with related changes, Central Region modifications and an applicable Modification of Standards will be utilized for the reference specifications.
- 1.16 Progress Meetings. Up to three (3) meetings with the Owner or the Owner's representatives will be held at the airport to obtain input and to coordinate the design process and decisions. An agenda and minutes will be provided by Engineer.
- 1.17 Quality Control Review. Provide an internal quality control review of the plans and specifications, incorporate those comments prior to 90% plan submittal to FAA and Owner, and prepare a quality control review letter as required by FAA.

OTHER SERVICES- PRELIMINARY DESIGN PHASE

Task 2.0 – Grant Administration-Preliminary Design Phase

- 2.1 Grant Application-Preliminary Design. After execution of the Preliminary Design ESA, CGA will prepare the grant application, including summary of project costs, and coordinate City's execution and submittals to the FAA.
- 2.2 Grant Reimbursement and Documentation-Preliminary Design. CGA will keep track of all project costs and prepare for the Owner's execution and submittal to FAA monthly grant reimbursement requests using the on-line DELPHI e-Invoicing system. In addition, CGA will prepare SF271 and SF425 forms on an annual basis and upon project completion.
- 2.3 Liaison With FAA-Preliminary Design. CGA will provide communication and correspondence with the FAA for the purpose of administration of the grant agreement. CGA will provide consultation and advice to the Owner during the progress of the project.
- 2.4 Quarterly Performance Report-Preliminary Design. Project progress will be monitored and reported using the FAA Quarterly Performance Report forms.
- 2.5 Sponsor Certifications- Preliminary Design. CGA will prepare and coordinate the Owner's required certifications for the project. This shall include Selection of Consultants.

- 2.6 Project Closeout-Preliminary Design. At the conclusion of the preliminary design, final close out documentation shall be provided to the FAA within 90 days of the final payment date in accordance with FAA ACE AIP Sponsor Guide No 1610 – Development Project Closeout.
- 2.7 Disadvantaged Business Enterprise (DBE) Plan. A 3-year DBE plan has been previously prepared and approved by FAA for the Marshalltown Municipal Airport. Since the anticipated project cost for the preliminary design portion of the project are expected to be less than the \$250,000 threshold, a project specific contract goal will not established for this project.
- 2.8 DBE Monitoring and Reporting. The following activities will be provided to monitor and report on DBE participation for the Project:
- Evaluate documentation to be submitted by the low bidder indicating DBE participation or good faith effort.
 - Prepare and submit Uniform Report of DBE Awards or Commitments and Payments using the FAA DBE Connect Reporting system. Two submittals are planned for this project.

BASIC SERVICES – FINAL DESIGN AND CONSTRUCTION PHASE*

Task 3.0 - Final Design*

- 3.1 Construction Plans*. This phase will involve completion of remaining construction plan details, along with addressing comments from FAA and City of Marshalltown review from 90% plans.
- 3.2 Project Manual*. CGA will complete the project manual to include any revisions or additions as a result of the 90% plan review. CGA will also complete the Notice of Hearing and Letting to including scheduled date and time for the hearing on the plans, specifications, form of contract and estimate of cost and the scheduled date and time for the opening of bids.

Copies of submittals are anticipated to be as follows:

	30% Submittals				90% Submittals				For Bid (100%) Submittal		
	Plans		Spec. Book	Eng. Report	Plans		Spec. Book	Eng. Report	Plans		Spec. Book.
	Full	Half			Full	Half			Full	Half	
Sponsor				1		1	1	1		1	1
FAA				E		E	E	E		E	E
Engineer				E		1	1	1		1	1
Total	0	0	0	2	0	2	E	2		2	2

* E – Denotes PDFs Copies (All copies will be PDF unless otherwise requested)

– Denotes Paper Copies

*will be added by amendment

Task 4.0 – Bid Letting*

- 4.1 Advertising and Queries*. CGA will assist the City of Marshalltown in publication of appropriate legal notices, providing notice to various plan room clearing houses and directly notifying contractors of the proposed construction work. In addition, CGA will answer contractors' questions and issue any addenda required during the bidding period.
- 4.2 Bid Opening and Award*. CGA will assist the City of Marshalltown in securing and opening of bid proposals. CGA will attend the bid opening, provide tabulation and analysis of bids, and coordinate with and secure FAA Airports Division concurrence in the award of construction contract. After receiving the concurrence, CGA will attend Council Meeting for consideration of award, as requested, and assist the City of Marshalltown in preparing signatory copies of the construction contract.

*will be added by amendment

Task 5.0 – Distribution of Plans and Specifications*

- 5.1 Distribution of Plans and Specifications*. CGA will print and distribute paper copies of the project's contract documents to prospective bidders, subcontractor suppliers and contractor plan room services as provided for under the laws of the State of Iowa.

*will be added by amendment

OTHER SERVICES – FINAL DESIGN AND CONSTRUCTION PHASE*

Task 6.0 - DBE Plan and Reports*

- 6.1 Disadvantaged Business Enterprise (DBE) Plan*. A 3-year DBE plan has been previously prepared and approved by FAA for the Marshalltown Municipal Airport. Since the anticipated project cost for the final design and construction portion of the project are expected to exceed \$250,000 a project specific contract goal will also be established for this project.
- 6.2 DBE Monitoring and Reporting*. The following activities will be provided to monitor and report on DBE participation for the Project:
 - c. Evaluate documentation to be submitted by the low bidder indicating DBE participation or good faith effort.

- d. Prepare and submit Uniform Report of DBE Awards or Commitments and Payments using the FAA DBE Connect Reporting system. Two submittals are planned for this project.

*will be added by amendment

Task 7.0 – Grant Administration-Construction Phase*

- 7.1 Grant Application*. After the bid letting, CGA will prepare the grant application, including updated summary of project costs, and coordinate City's execution and submittals to the FAA.
- 7.2 Grant Reimbursement and Documentation*. CGA will keep track of all project costs and prepare for the Owner's execution and submittal to FAA monthly grant reimbursement requests using the on-line DELPHI e-Invoicing system. In addition, CGA will prepare SF271 and SF425 forms on an annual basis and upon project completion.
- 7.3 Liaison With FAA*. CGA will provide communication and correspondence with the FAA for the purpose of administration of the grant agreement. CGA will provide consultation and advice to the Owner during the progress of the project.
- 7.4 Quarterly Performance Report*. Project progress will be monitored and reported using the FAA Quarterly Performance Report forms.
- 7.5 Sponsor Certifications*. CGA will prepare and coordinate the Owner's required certifications for the project. This shall include Selection of Consultants, Equipment/Construction Contracts, Construction Project Final Acceptance, Project Plans and Specifications, Drug-Free Workplace and Conflict of Interest.
- 7.6 Project Closeout*. At the conclusion of the project, final close out documentation shall be provided to the FAA within 90 days of the final payment date in accordance with FAA ACE AIP Sponsor Guide No 1610 – Development Project Closeout.

*will be added by amendment

Task 8.0 - Contract Administration*

- 8.1 Preconstruction Conference*. CGA will prepare an agenda, organize and attend a meeting with the Contractor, Subcontractors, Airport Authorities, Owner and the FAA to establish construction schedules, coordinate subcontractors, and establish communications. After the meeting CGA will prepare and distribute minutes of the conference.

- 8.2 Payroll Transcripts*. Weekly payroll transcripts will be collected from all prime and subcontractors. The transcripts will be compared to the current Department of Labor Wage Decision. Original copies of the payroll transcripts will be provided to the Owner at the end of the job or as requested.
- 8.3 Submittal Reviews and Coordination*. The Contractor will be required to submit various submittals and approval data for the project. The submittals will be checked for compliance with the plans and specifications by the Project Engineer.
- 8.4 Construction Progress Payments*. Monthly payments will be made by the Owner to the prime contractor for the construction work. CGA will prepare tabulations of the construction quantities satisfactorily completed and their related costs and CGA will make a recommendation for payment in accordance with the construction contract.
- 8.5 Visits to the Site*. A Professional Engineer will make periodic visits to the construction site to check the general quality and quantity of the Contractor's work. Based on information obtained during such visits, CGA will determine in general if such work is proceeding in accordance with the Contract and CGA will keep the City of Marshalltown and the FAA informed of the progress.
- 8.6 Engineering Administration*. This task involves coordination, supervision, communications, and scheduling of the engineering staff as required for this project. In addition, the Project Manager will provide engineering decisions and provide communications with the Owner and the Contractor required for administration and implementation of the project.
- 8.7 Change Orders*. CGA will prepare change orders for changes necessary in the process shall include itemization and documentation of cost adjustments, and requesting FAA concurrence and participation in the change.
- 8.8 Engineer's Statement of Completion*. When the Contractor claims final completion of the construction, a Professional Engineer shall make an inspection of the work and prepare a list of items of work or construction not acceptable or uncompleted for the Contractor to complete or repair. A Professional Engineer will prepare a Statement of Completion stating that the construction work has been substantially completed in accordance with the terms of the contract and will list the final construction quantities and costs.
- 8.9 Record Drawings*. CGA will prepare from records, reports, field plans, etc., a final copy of record plans to show changes in the work authorized and known during the construction process. A copy will be provided to the Owner at project closeout.
- 8.10 Final Quantity and Testing Results Report*. CGA will prepare from field reports, reports from the outside testing laboratory and material certifications a final

summary report of project quantities and testing results. The report will also include any quantity adjustments as a result of the percent within limits calculations.

- 8.11 Construction Observation Program*. A Construction Observation Program (COP) is not anticipated for this project.
- 8.12 Construction Progress and Inspection Report*. CGA will prepare and submit FAA form 5370-1 or an equivalent form on a weekly basis during major construction activities to the FAA.

*will be added by amendment

Task 9.0 - Construction Staking*

- 9.1 Construction Staking*. We will set control points for the Contractors use in laying out the building an approach slab to include the building corners and perimeter of approach slab. Additional staking for installation of sanitary sewer manholes and storm sewer manholes will be provided.

*will be added by amendment

Task 10.0 – As-Built ALP*

- 10.1 As-Built ALP*. The Airport Layout Plan (ALP) set of drawings shall be revised to reflect the proposed project improvements. The Engineer shall provide the Owner and the FAA with one (1) full size draft ALP set for review. Following receipt and incorporation of Owner and FAA review comments, the Engineer shall provide the FAA with a PDF to confirm that comments have been adequately addressed. Upon acceptance by the FAA, the Engineer shall provide the FAA with four (4) full size final ALP sets for approval and distribution back to the Owner, Engineer, Iowa DOT, and FAA.

*will be added by amendment

PROJECT INSPECTION SERVICES*

Task 11.0 - Construction Observation*

- 11.1 Resident Observation*. A resident construction observer will be provided during major construction activities. Duties and responsibilities of the observer will include checking compliance of the construction with the plans and specifications, record and document the contractor's activities, prepare related reports, and serve as the Project Engineer's liaison with the contractor. Labor costs are based on observation of XXXX* hours.

*will be added by amendment

Task 12.0 - Construction Testing*

- 12.1 Laboratory and Field Testing*. Laboratory and Field Testing will be accomplished by an outside accredited testing laboratory (TEAM Services) and will consist of PCC field and laboratory testing. This task will also involve the monitoring, tabulating and review of the results in addition to the outside testing services.

Quality assurance testing provided by Team Services is estimated to include the following testing:

Observations/test to be performed	No. of Visits	Hours/ Visit	Total # Units
Field Compaction Testing (Subgrade and Subbase)	XX*	XX*	XX* hours
Standard Proctor (Subgrade and Subbase)			XX* tests
Field Concrete Testing (Slump and Air Content)	XX*	XX*	XX* hours
Compressive Strength Testing			XX* tests
Concrete Core Thickness Testing			XX* tests

- 12.2 Manufactured Materials Testing*. Manufactured materials will be accepted based on the vendor's certification that the materials meet the specifications. This task will involve the collection, review and tabulation of those certifications and review of conformance with Buy American compliance.

*will be added by amendment

Attachment B
Construct Hangar Improvements
Marshalltown Municipal Airport
AIP No. 3-19-0058-016

Certification of Engineer

I hereby certify that I am the Executive Vice President and a duly authorized representative of the firm of CLAPSADDLE-GARBER ASSOCIATES, INC., whose address is 16 East Main Street, P.O. Box 754, Marshalltown, Iowa 50158, and that neither I nor the above firm I hereby represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract.
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the service of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any);

I acknowledge that this certificate is to furnish to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and federal laws, both criminal and civil.

6-12-19
Date

Michael C Beards
Signature

Attachment C
Labor Estimate
Construct Hangar Improvements
Marshalltown Municipal Airport
AIP No. 3-19-0058-016

Labor Category	LABOR HOURS							Salary Cost	Over-head	Direct Exp.	Fixed Payment	Out-Side Services	TOTAL FEE
	Principal	P.M	P.E	Av. Special	Sr. Lead Surv	Surv. Tech	Sr. Admin						
BASIC SERVICES - PRELIMINARY DESIGN PHASE													
1.0 Preliminary Design													
1.1 Project Formulation	4	8						587.00	939.20	0.00	228.93		\$1,755.13
1.2 Geotechnical Investigations		2						80.50	128.80	0.00	31.40	3,250.00	\$3,490.70
1.3 Pavement Design Form		1						40.25	64.40	0.00	15.70		\$120.35
1.4 Collect Survey and Draft Background			12		20	20		1,715.00	2,744.00	590.00	668.85		\$5,717.85
1.5 Cover Sheet			2					72.50	116.00	10.00	28.28		\$226.78
1.6 Symbols, Legend and Information Sheet			2					72.50	116.00	10.00	28.28		\$226.78
1.7 Project Layout Sheet and CSPP		1	8					330.25	528.40	40.00	128.80		\$1,027.45
1.8 Typical Sections and Project Details		2	4					225.50	360.80	20.00	87.95		\$694.25
1.9 Project Quantities Sheet	2	8	16					1,034.50	1,655.20	80.00	403.46		\$3,173.16
1.10 Site Plan	4	24	72					3,841.00	6,145.60	360.00	1,497.99		\$11,844.59
1.11 Electrical and Mechanical Plan Sheets		4	16					741.00	1,185.60	80.00	288.99	7,750.00	\$10,045.59
1.12 Storm Water Pollution Prevention Plan		4	8					451.00	721.60	0.00	175.89		\$1,348.49
1.13 Preliminary Design Summary (30%)	2	4	8					583.50	933.60	0.00	227.57		\$1,744.67
1.14 Design Report (90%) and Plan Review	2	4	8					583.50	933.60	0.00	227.57		\$1,744.67
1.15 Project Manual	2	16	4					921.50	1,474.40	0.00	359.39		\$2,755.29
1.16 Progress Meetings	4	8	12					1,022.00	1,635.20	19.50	398.58		\$3,075.28
1.17 Quality Control/Review	4	4	8					716.00	1,145.60	0.00	279.24		\$2,140.84
PHASE TOTAL	24	90	180	0	20	20	0	13,017.50	20,828.00	1,209.50	5,076.83	11,000.00	\$51,131.83
OTHER SERVICES - PRELIMINARY DESIGN PHASE													
2.0 Grant Administration													
2.1 Grant Application		4		8			2	412.00	659.20	0.00	160.68		\$1,231.88
2.2 Grant Reimbursement and Documentation	4						8	469.00	750.40	0.00	182.91		\$1,402.31
2.3 Liaison With FAA	6	12						880.50	1,408.80	0.00	343.40		\$2,632.70
2.4 Quarterly Performance Reports		2		6				230.50	368.80	0.00	89.90		\$689.20
2.5 Sponsor Certifications				4				100.00	160.00	0.00	39.00		\$299.00
2.6 Project Closeout		4		8			2	412.00	659.20	0.00	160.68		\$1,231.88
2.7 Disadvantaged Business Enterprise (DBE) Plan		2		4				180.50	288.80	0.00	70.40		\$539.70
2.8 DBE Monitoring and Reporting				4				100.00	160.00	0.00	39.00		\$299.00
PHASE TOTAL	46	146	212	34	20	20	12	2,784.50	4,455.20	0.00	1,085.96	0.00	\$8,325.66

Attachment C Labor Estimate Construct Hangar Improvements Marshalltown Municipal Airport AIP No. 3-19-0058-016													
Labor Category	Principal	P.M.	P.E.	LABOR HOURS				Salary Cost	Over-head	Direct Exp.	Fixed Payment	Out-Side Services	TOTAL FEE
				Av. Special	Sr. Lead Surv.	Surv. Tech.	Sr. Admin.						
BASIC SERVICES-FINAL DESIGN & CONSTRUCTION PHASE*													
3.0 Final Design*													
3.1 Construction Plans*								0.00	0.00	0.00	0.00		\$0.00
3.2 Project Manual*								0.00	0.00	0.00	0.00		\$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00
* will be added by amendment													
4.0 Bid Letting*													
4.1 Advertising and Quotes*								0.00	0.00	0.00	0.00		\$0.00
4.2 Bid Opening and Award*								0.00	0.00	0.00	0.00		\$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	\$0.00
* will be added by amendment													
5.0 Distribution of Plans and Specifications*													
5.1 Distribution of Plans and Specifications*								0.00	0.00	0.00	0.00		\$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	\$0.00
* will be added by amendment													
OTHER SERVICES-FINAL DESIGN*													
6.0 DBE Plan and Reports*													
6.1 Disadvantaged Business Enterprise (DBE) Plan*								0.00	0.00	0.00	0.00		\$0.00
6.2 DBE Monitoring and Reporting*								0.00	0.00	0.00	0.00		\$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	\$0.00
* will be added by amendment													
7.0 Grant Administration*													
7.1 Grant Application*								0.00	0.00	0.00	0.00		\$0.00
7.2 Grant Reimbursement and Documentation*								0.00	0.00	0.00	0.00		\$0.00
7.3 Liaison With FAA*								0.00	0.00	0.00	0.00		\$0.00
7.4 Quarterly Performance Reports*								0.00	0.00	0.00	0.00		\$0.00
7.5 Sponsor Certifications*								0.00	0.00	0.00	0.00		\$0.00
7.6 Project Closeout*								0.00	0.00	0.00	0.00		\$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	\$0.00
* will be added by amendment													

Attachment C Labor Estimate Construct Hangar Improvements Marshalltown Municipal Airport AIP No. 3-19-0058-016													
Labor Category	LABOR HOURS							Salary Cost	Over- head	Direct Exp	Fixed Payment	Out- Side Services	TOTAL FEE
	Principal	P.M.	P.E.	Av. Special	Sr. Lead Surv	Surv Tech	Sr. Admin						
8.0 Contract Administration*													
8.1 Preconstruction Conference*								0.00	0.00	0.00	0.00		\$0.00
8.2 Payroll Transcripts*								0.00	0.00	0.00	0.00		\$0.00
8.3 Submittal Reviews and Coordination*								0.00	0.00	0.00	0.00		\$0.00
8.4 Construction Progress Payments*								0.00	0.00	0.00	0.00		\$0.00
8.5 Visits to the Site*								0.00	0.00	0.00	0.00		\$0.00
8.6 Engineering Administration*								0.00	0.00	0.00	0.00		\$0.00
8.7 Change Orders*								0.00	0.00	0.00	0.00		\$0.00
8.8 Engineer's Statement of Completion*								0.00	0.00	0.00	0.00		\$0.00
8.9 Record Drawings*								0.00	0.00	0.00	0.00		\$0.00
8.10 Final Quantity & Testing Results Report*								0.00	0.00	0.00	0.00		\$0.00
8.11 Construction Observation Program*								0.00	0.00	0.00	0.00		\$0.00
8.12 Construction Progress and Inspection Report*								0.00	0.00	0.00	0.00		\$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	\$0.00
* will be added by amendment													
9.0 Construction Staking*													
9.1 Construction Staking*								0.00	0.00	0.00	0.00		\$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	\$0.00
* will be added by amendment													
10.0 As-Built ALP*													
10.1 As-Built ALP*								0.00	0.00	0.00	0.00		\$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	\$0.00
* will be added by amendment													
PROJECT INSPECTION SERVICES*													
11.1 Construction Observation*													
11.1 Resident Observation*								0.00	0.00	0.00	0.00		\$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	\$0.00
* will be added by amendment													
12.0 Construction Testing*													
12.1 Laboratory and Field Testing*								0.00	0.00	0.00	0.00		\$0.00
12.2 Manufactured Materials Testing*								0.00	0.00	0.00	0.00		\$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	\$0.00
* will be added by amendment													
INITIAL PROJECT TOTALS	70	236	392	34	40	40	12	15,802.00	25,283.20	1,209.50	6,162.78	11,000.00	\$59,457.48

Initial Direct Expense and Subcontracting Expense Summary

Direct Expenses	Quantity	Unit	Rate	Subtotal
Mileage - Survey Vehicle	30	Mile	\$1.00	\$30.00
Mileage - Personal Vehicle	30	Mile	\$0.65	\$19.50
Lodging		Day	\$80.00	\$0.00
Subsistence Per Diem - Travel Day		Day	\$20.00	\$0.00
Subsistence Per Diem - Non Travel Day		Day	\$30.00	\$0.00
Survey Equipment Fees	20	Hourly	\$25.00	\$500.00
CAD Computer Fees	132	Hourly	\$5.00	\$660.00
Printing		Cost Plus	\$0.00	\$0.00
Subcontracting Expenses	Contract Value	Contract Type	Prime Fixed Fee	Subtotal
Subconsultant No.1 - Team Services	\$3,250.00	Cost-Plus		\$3,250.00
Subconsultant No.2 - UL Verification Services	\$7,750.00	Cost-Plus		\$7,750.00

Total Initial Direct Expenses and Subcontracting Expense Summary \$12,209.50

Direct Expenses:

Personal Vehicle Mileage: \$0.65 per Mile
Survey Vehicle Mileage: \$1.00 per Mile
Round Trip ~ 10 miles

Subconsultants:

TEAM Services - Construction Testing
UL Verification Services - Electrical and Mechanical Design

Survey Equipment: \$25 per hour
CAD computer Time: \$5 per hour
Per Diem (Meals & Misc.): \$20 travel day and \$30 Non-travel day
Hotel Cost: \$80 per overnight
Overhead Rate = 1.60
Profit = 15%

Staff Abbreviations:

Principal = Principal
P.M. = Project Manager
P.E. = Project Engineer
Av. Special = Aviation Specialist

Sr. Lead Surv. = Sr. Lead Surveyor
Surv. Tech = Surveyor Technician
Sr. Admin. = Sr. Administrative Assistant

Attachment D

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "PRIME CONTRACTOR", "BIDDER", AND "OFFEROR" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR", "SUB-TIER CONTRACTOR" OR "LOWER TIER CONTRACTOR" SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" AND "OWNER" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.333, 2 CFR § 200.336, and FAA Order 5100.38

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCE

Reference: 49 USC § 47123 and FAA Order 1400.11

A) Title VI Solicitation Notice

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

B) Title VI Clauses for Compliance with Nondiscrimination Requirements

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

- 1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4) **Information and Reports:** The contractor will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

C) Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR part 26

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

ENERGY CONSERVATION REQUIREMENTS

Reference: 2 CFR § 200, Appendix II (H)

Contractor and each subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The ~~contractor~~/eConsultant has full responsibility to monitor compliance to the referenced statute or regulation. The ~~contractor~~/eConsultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR § 200 Appendix II (F) and 37 CFR §401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

SEISMIC SAFETY

Reference: 49 CFR part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104 and 49 CFR part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- a) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- b) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- c) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$3,500

DISTRACTED DRIVING

Reference: Executive Order 13513 and DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The

Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II (B)

Termination for Convenience

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination by Default

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
 - 1) Perform the services within the time specified in this contract or by Owner approved extension;
 - 2) Make adequate progress so as to endanger satisfactory performance of the Project;
 - 3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are

incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:

- 1) Defaults on its obligations under this Agreement;
- 2) Fails to make payment to the Consultant in accordance with the terms of this Agreement;
- 3) Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, and DOT Order 4200.5

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- 1) Checking the System for Award Management at website: <https://www.sam.gov>.
- 2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1) Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3) Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4) Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II (J); and 49 CFR part 20, Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress

in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II (A)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

Reference: 2 CFR § 200 Appendix II (G)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.



Joel T.S. Greer, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5734
Fax - (641) 754-5793

DEPARTMENT OF PUBLIC WORKS

June 18, 2019

To: Mayor Joel T.S. Greer
Members of the City Council

From: Justin Nickel
Director of Public Works

Re: Professional Services Agreements and FAA Grant Application– Clappsaddle-Garber Associates, Inc. for design services for a hangar and terminal building in the amount of \$113,558 (\$59,458 hangar and \$54,100 terminal). A Federal grant application requesting \$55,800 will split the cost of engineering for the hangar at 90% federal/10% local match.

Policy Issue: City policy requires Governing Body approval of professional services agreements and the grant application.

Recommendation: Staff recommends approving the Agreement with CGA for engineering design services and the grant application.

Background: CGA has prepared a not to exceed amount of \$113,558 to prepare plans for construction of a hangar and terminal building. Please see all the details of services provided in the attached agreement.

Budget Impact: The City will borrow funds for local match.

Attachment: Agreement

cc: Jessica Kinser, City Administrator

City Council
Leon Lamer, Mike Gowdy, Sue Cahill, Al Hoop
Bill Martin, Gabe Isom, Bethany Wirin



RESOLUTION TO AUTHORIZE FEDERAL GRANT ASSISTANCE APPLICATION
FOR AIRPORT HANGAR IMPROVEMENTS FOR THE
MARSHALLTOWN MUNICIPAL AIRPORT
IN THE AMOUNT OF \$62,000.00

WHEREAS, there is herewith submitted to this Council an application for Federal Grant Assistance for THE AIRPORT HANGAR IMPROVEMENTS for the Marshalltown Municipal Airport, and

WHEREAS, the Council has examined same and consents to the filing of same.

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

Section 1. That the Mayor is hereby authorized and directed to execute the application for Federal Grant Assistance for Airport Hangar Improvements for the Marshalltown Municipal Airport and to submit same for and on behalf of the City of Marshalltown, Iowa.

Passed this _____ day of _____, 2019, and signed
this _____ day of _____, 2019.

JOEL GREER, Mayor

ATTEST:

SHARI L. COUGHENOUR, City Clerk



June 12, 2019

Mr. Justin Nickel
Public Works Director
36 North Center Street
Marshalltown, IA 50158

Re: Construct Hangar Improvements
Marshalltown Municipal Airport
AIP No. 3-19-0058-016
CGA PN 4482.02

Dear Justin:

Transmitted herewith are four (4) copies of the Application for Federal Assistance for the above referenced project. If this grant application is acceptable, have each copy signed and return three copies to us for processing with FAA. The remaining copy may be retained for your records.

Please contact CGA at your earliest convenience if you have any questions on the information provided.

Sincerely,

CLAPSADDLE-GARBER ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Joseph P. Roenfeldt", is written over the company name.

Joseph P. Roenfeldt, P.E.
Project Engineer

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

3-19-0058-0016-2019

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:** City of Marshalltown, Iowa

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

42-6004934

*** c. Organizational DUNS:**

0758522930000

d. Address:

*** Street1:**

24 N Center St

Street2:

*** City:**

Marshalltown

County/Parish:

*** State:**

IA: Iowa

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

50158-4912

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

*** First Name:**

Justin

Middle Name:

*** Last Name:**

Nickel

Suffix:

Title: Public Works Director

Organizational Affiliation:

*** Telephone Number:** (641) 754-5734

Fax Number: (641) 754-5717

*** Email:** jnickel@ci.marshalltown.ia.us

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

* 12. Funding Opportunity Number:

3-19-0058-0016-2019

* Title:

Construct Hangar (Design)

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Construct Hangar (Design)

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant

IA-1

* b. Program/Project

IA-1

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

07/01/2019

* b. End Date:

06/30/2020

18. Estimated Funding (\$):

* a. Federal

55,800.00

* b. Applicant

0.00

* c. State

0.00

* d. Local

6,200.00

* e. Other

0.00

* f. Program Income

0.00

* g. TOTAL

62,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐ a. This application was made available to the State under the Executive Order 12372 Process for review on☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☒ c. Program is not covered by E.O. 12372.*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name:

Joel

Middle Name:

* Last Name:

Greer

Suffix:

* Title:

Mayor

* Telephone Number:

(641) 754-5712

Fax Number:

(641) 754-5717

* Email:

mayor@ci.marshalltown.ia.us

* Signature of Authorized Representative:

* Date Signed:

06/24/2019

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	☒ Yes ☐ No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	☒ Yes ☐ No ☐ N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	☐ Yes ☒ No ☐ N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	☐ Yes ☒ No ☐ N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	
☐ The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? ☐ Yes ☐ No	
☐ The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	
☐ Yes ☒ No ☐ N/A	
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
☐ Negotiated Rate equal to	% as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The City of Marshalltown and Marshall County have a Tall Structure Ordinance in the City and County ordinances and provides administrative review of tall structure intrusions into FAR Part 77 surfaces.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The Sponsor is not in default on any obligations to an agency of the United States Government.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

The Sponsor is not aware of any factors or circumstances that may create a disability to the completion of the project.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

The project is consistent with local development plans around the airport.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

The sponsor has given fair consideration to applicable community interest associated with the project.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

The sponsor has undertaken reasonable consultation with affected airport users.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Public hearing was not required and all applicable requirements were met.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Not applicable

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

The airport has no exclusive rights provisions.

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

The sponsor maintains fee simple property interest on tract 2 as depicted on the current ALP. The Exhibit "A" Property Map dated 7/3/2014 and prepared under 3-19-0058-013-2014 is incorporated herein by reference.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

No additional land is required for this project.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

No additional land is required for this project.

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Federal Domestic Assistance Catalog Number: 20-106	
2. Functional or Other Breakout:	Airport Improvement Program

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 2,542
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			51,132
5. Other Architectural engineering fees			8,326
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 62,000
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			62,000
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 62,000
19. Federal Share requested of Line 18			55,800
20. Grantee share			6,200
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 62,000

SECTION C – EXCLUSIONS

23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	6,200
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 6,200
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	\$ 0
26. TOTAL NON-FEDERAL FINANCING	\$ 6,200

SECTION E – REMARKS

(Attach sheets if additional space is required)

The following item is incorporated: Exhibit A dated July 3, 2014.

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: 3-19-0058-016-2019

AIRPORT: Marshalltown Municipal Airport

1. Objective:

This project provides for the design of a storage hangar capable of storing frequent large itinerent aircraft. The hangar would be a conventional hangar with door opening tall enough to accommodate a Falcon 900 and a Falcon 2000.

2. Benefits Anticipated:

The existing maintenance hangar at Marshalltown is an 80' x 80' building having a door with a clear opening of 53' x 15'. The airport has a frequent need to house itinerant aircraft needing a larger door. Specific aircraft makes/models include: Falcon 50, Hawker 800, Hawker 900XP, Falcon 900, Falcon 2000 and Challenger 604. It is currently not possible to get many of these aircraft inside and protected from the weather. As a result they are forced to relocate to another airport, even though their business is in Marshalltown.

3. Approach: (See approved Scope of Work in Final Application)

Detailed drawings and project manual describing the proposed improvements will be developed by Clapsaddle-Garber Associates in consultation with the Owner and the FAA. The project will be bid in Federal Fiscal Year 2020 and constructed with a potential FAA grant in 2020.

Owner: City of Marshalltown

Prime Consultant: Clapsaddle-Garber Associates, Inc.

4. Geographic Location:

The Marshalltown Airport is located in Marshall County, four miles north of Marshalltown.

5. If Applicable, Provide Additional Information:

None

6. Sponsor's Representative: (include address & telephone number)

Justin Nickel

24 N Center St.

Marshalltown, IA 50158-4912 Telephone: (641) 754-5734

PROJECT COST BREAKDOWN
CONSTRUCT HANGAR (DESIGN)
MARSHALLTOWN MUNICIPAL AIRPORT
AIP NO. 3-19-0058-016-2019

	Estimated	Total
1 Administrative expense		\$2,542.00
4 Architectural Engineering Basic Fees Preliminary Design		\$51,132.00
5 Other Architectural Engineering Fees Grant Administration - Preliminary Design Phase		\$8,326.00
6 Project Inspection Fees		
11 Construction and Project Improvements Cost		\$0.00
14 Total Project		\$62,000.00
17 In-eligible Exclusions		\$0.00
18 Net Project Total		\$62,000.00
19 Federal Share to Date 90% of line p.		\$55,800.00
20 Grantee Share		\$6,200.00

Certification and Disclosure Regarding Potential Conflicts of Interest

Airport Improvement Program Sponsor Certification

Sponsor: City of Marshalltown, Iowa

Airport: Marshalltown Municipal

Project Number: 3-19-0058-016-2019

Description of Work: Construct Hangar - Design

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 24th day of June, 2019.

Name of Sponsor: City of Marshalltown, Iowa

Name of Sponsor's Authorized Official: Justin Nickel

Title of Sponsor's Authorized Official: Public Works Director

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Marshalltown, Iowa

Airport: Marshalltown Municipal

Project Number: 3-19-0058-016-2019

Description of Work: Construct Hangar - Design

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Marshalltown Municipal Airport

Address: 2651 170th Street, Marshalltown, Iowa 50158

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 24th day of June, 2019.

Name of Sponsor: City of Marshalltown, Iowa

Name of Sponsor's Authorized Official: Justin Nickel

Title of Sponsor's Authorized Official: Public Works Director

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Marshalltown, Iowa

Airport: Marshalltown Municipal

Project Number: 3-19-0058-016-2019

Description of Work: Construct Hangar - Design

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☒ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
- ☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- ☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- ☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- ☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
- ☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- ☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 24th day of June, 2019.

Name of Sponsor: City of Marshalltown, Iowa

Name of Sponsor's Authorized Official: Justin Nickel

Title of Sponsor's Authorized Official: Public Works Director

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Marshalltown, Iowa

Airport: Marshalltown Municipal

Project Number: 3-19-0058-016-2019

Description of Work: Construct Hangar - Design

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
☒ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
☒ Yes ☐ No ☐ N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
☒ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
☒ Yes ☐ No ☐ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
☒ Yes ☐ No ☐ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
☒ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
☒ Yes ☐ No ☐ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 24th day of June, 2019.

Name of Sponsor: City of Marshalltown, Iowa

Name of Sponsor's Authorized Official: Justin Nickel

Title of Sponsor's Authorized Official: Public Works Director

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

RESOLUTION APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE
HEADQUARTERS PROJECT # BLD17001 BP#26-1 ELECTRICAL COMMUNICATIONS
& SECURITY FOR DEVRIES ELECTRIC
AN INCREASE OF \$8,264.97

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with DeVries Electric for the labor and material for the POLICE & FIRE HEADQUARTERS Project #BLD17001; and

WHEREAS an increase is requested for additional items to complete the project.

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

Section1. That the contract Change Order for the Police & Fire Headquarters Project, in the increased amount of \$1,362,347.70 is hereby accepted and approved.

Passed this 24th day of June 2019, and signed this ____ day of _____, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Marshalltown Police & Fire Station Headquarters					
City of Marshalltown					
Marshalltown, Iowa					
BP No. 26-1 Electrical, Communications and Security					
DeVries Electric					
		Change Order		Change Order	
CO #		Date	Change #	Amount	Contract Amount
	Original Contract Sum				\$ 1,013,000.00
1	CR 005R – PR #004 Evidence Processing Modifications	3/12/2018	1	\$ 2,766.86	
2	CR-012 – PR #011 – UPS Sizing	3/15/2018	2	\$ (852.85)	
2	CR-019 – Server Rack Removal	3/15/2018	2	\$ (1,539.00)	
3	CR 007 - PR #007 Antenna Tower interior Modifications	4/26/2018	3	\$ 9,565.38	
3	CR 022 - PR #021 FD Range Hood Change	4/26/2018	3	\$ 2,880.88	
3	CR 028 - PR #015R Countertop & Millwork Modifications	4/26/2018	3	\$ 3,064.31	
4	CR 023 - PR #024 F149 Water Heater	6/14/2018	4	\$ 1,192.21	
4	CR 025 - PR #014 - Wall Heater Circuits & Misc	6/14/2018	4	\$ 5,887.93	
5	CR 017R -PR #018R Dispatch Dept Changes	7/24/2018	5	\$ 38,022.44	
5	CR 026 - PR #019R Communication & Technology Enhancements	7/24/2018	5	\$ 7,593.15	
6	CR 035 - PR #029 Range Receptacles	9/18/2018	6	\$ 1,624.81	
6	CR 037 - PR #031 ASI #22 Gas E-Stops	9/18/2018	6	\$ 4,915.19	
6	CR 038 - PR #032 – Door Hwd. & Keying Mods	9/18/2018	6	\$ 2,288.76	
6	CR 039 - PR #034 Lighting Changes	9/18/2018	6	\$ 1,973.61	
7	CR 040 - PR #036 Storage Room F134	10/9/2018	7	\$ 2,965.45	
7	CR 041 - PR #037 Mobile Shelving Power	10/9/2018	7	\$ 1,988.85	
7	CR 043 - PR #038 Fire Station Hood Connections	10/9/2018	7	\$ 4,174.30	
7	CR 047 - RFI #093 GFI Changes	10/9/2018	7	\$ 7,484.84	
8	CR 048 RFI 102 Storm Shutter Wiring	11/28/2018	8	\$ 1,591.23	
8	CR 049 RFI #108 Fire Smoke Dampers	11/28/2018	8	\$ 4,439.56	
8	CR 051 RFI #113 Power to DACU in Elevator Control Room	11/28/2018	8	\$ 2,922.86	
8	CR 053 Steam Generator Changes	11/28/2018	8	\$ 3,748.65	
8	CR 061 RFI #125 Cabling Labels Deduct	11/28/2018	8	\$ (4,500.00)	
9	CR 052 RFI#115 Shunt Trip Power Monitor in Elevator Control Room	1/2/2019	9	\$ 2,815.45	
9	CR 054 PR #039 Training Room Floorboxes	1/2/2019	9	\$ 11,019.39	
9	CR 056R - Landscaping Package - Revised	1/2/2019	9	\$ 1,568.37	
9	CR 063 Added Components for Panic Alert System	1/2/2019	9	\$ 2,821.50	
9	CR 064 Added Conduit Boring	1/2/2019	9	\$ 2,796.73	
10	CCD-024 Fire Alert Speaker Relocation	3/12/2019	10	\$ 522.04	
11	CR 065R IT Modifications	4/9/2019	11	\$ 15,993.19	
11	CR 078 Additional Conduit Boring	4/9/2019	11	\$ 2,091.13	
11	CR 079 Electrical RFI Responses	4/9/2019	11	\$ 2,414.88	
12	CR 081 - PR #043 Add Panic Strips	5/15/2019	12	\$ 6,919.25	
12	CR 082R - PR #044 Police Conf. Rm 210 Lighting	5/15/2019	12	\$ 5,981.29	
13	CR 045 - Corrado Backcharges	5/30/2019	13	\$ 2,061.11	
13	CR 074 P117 Evidence Tech Card Reader Access	5/30/2019	13	\$ 2,917.38	
13	CR 094 Schedule Delay Claim	5/30/2019	13	\$ 176,961.60	
					\$ 341,082.73
					\$ 1,354,082.73
	Net change by Fully Executed Change Orders				
	Contract Sum to Date based upon Fully Executed Change Orders				
	Pending Changes				
	CR 090 - PR #047 Security Camera at PW Northeast Corner			\$ 3,522.85	
	CR 092 - Relocate Sump Pump Control Panel			\$ 1,934.69	
	CR 095 DeVries Electric Work Orders			\$ 2,807.43	
	New Contract Sum				\$ 1,362,347.70



Change Request Summary

PROJECT: **Marshalltown Police & Fire Station Headquarters** CHANGE REQUEST NO.: **CR-090**
Marshalltown, IA

DATE: June 3, 2019

SUBJECT: PR #047 Security Camera at PW NE Corner

PROPOSED CHANGE DESCRIPTION:

The Contractor/Supplier shall provide pricing for additional outdoor camera at Northeast corner of the Police Wing per PR #047 dated 5/8/2019.

SUMMARY OF COST BREAKDOWN:

<u>BP#</u>	<u>Bid Package Name</u>	<u>Contractor</u>	<u>Amount</u>
26-1	Electrical, Communications & Security	DeVries Electric, Inc.	\$3,522.85
Total			\$3,522.85

Story Construction Co. Contractor	Prochaska & Associates Designer	City of Marshalltown Owner
---	---	--------------------------------------

☐ Recommend Acceptance	☒ Recommend Acceptance	☐ Accepted
---	--	-----------------------------------

☐ Do Not Recommend Acceptance	☐ Do Not Recommend Acceptance	☐ Not Accepted
--	--	---------------------------------------

☐ Other	☐ Other	☐ Other
--------------------------------	--------------------------------	--------------------------------

By: <u>Mike Welts</u>	By: <u>William R. Ziegler III</u>	By: _____
-----------------------	-----------------------------------	-----------

Date: <u>6-3-19</u>	Date: <u>6/10/19</u>	Date: _____
---------------------	----------------------	-------------

cc: Field
File



DeVries Electric INC.

Electrical Designing & Contracting

ONE PROGRESSIVE DRIVE • P.O. BOX 260 • PELLA, IA 50219 • PH: 641/628-1416 • FAX: 641/628-1499

PROPOSAL REQUEST

May 14, 2019

To: Story Construction
2810 Wakefield Circle
Ames, IA 50010

Attn: Jace Christensen

Re: Marshalltown Police & Fire Station HQ
909 South 2nd Street
Marshalltown, IA 50518
CR#090 - PR 047 Security Camera at PW NE Corner

Jace:

Please see the enclosed change request CR#090 - PR 047 Security Camera at PW NE Corner
Changes to provide and install wiring for added electrical shown on PR#047. **Please note our proposal excludes all responsibility for sealing exterior wall cavity we will caulk penetration.**

This proposal also excludes, but not limited to; installing/supplying access panels/holes, painting/re-finish, sheetrock/plaster patching or removal, replacing fireproofing, all damages to finishes including ceiling tile and grid, block/"soaps", wood backing, dumpster/haul-off costs, and/or final clean to be included by others.

ADD/DEDUCT:

- Material

\$48.82

- Labor

4.22 hrs.

Quantity	Item Name
1	3/4 NIPPLE
2	3/4 BUSHING
6	1/2 WP FLEX STEEL
2	1/2 WP FLEX CONN
1	1/G WP BOX
1	1/G WP SG BLANK
14	J HOOK
1	Exterior Wall Penetration
~	MISC. FASTNERS & TERMINATIONS

SUBCONTRACTORS:

- Inteconnex

\$1,357.12

- CEC

\$1,073.92



DeVries Electric *INC.*

Electrical Designing & Contracting

ONE PROGRESSIVE DRIVE • P.O. BOX 260 • PELLA, IA 50219 • PH: 641/628-1416 • FAX: 641/628-1499

TOTAL MATERIAL ADD	\$	48.82
TOTAL MATERIAL DEDUCT	\$	-
SALES TAX EXEMPT	\$	-
MATERIAL SUBTOTAL	\$	48.82
TOTAL LABOR ADD (4.22 hr. x \$72.54)	\$	306.12
TOTAL LABOR DEDUCT (-0.00 hr. x \$72.54)	\$	-
PROJECT MANAGER (2 hr. x \$89.50)	\$	179.00
PROJECT COORDINATOR (1 hr. x \$55.57)	\$	55.57
ESTIMATOR (.5 hr. x \$89.50)	\$	44.75
BIM/CAD	\$	-
LABOR SUBTOTAL	\$	585.44
MATERIAL & LABOR SUBTOTAL	\$	634.26
OTHER ITEMS:		
COORDINATION/LAYOUT/AS-BUILTS (1 hr. x \$72.54)	\$	72.54
EQUIPMENT	\$	-
RENTAL EQUIPMENT	\$	-
EXPENDABLE TOOLS (3% Mat.)	\$	1.46
TOOLS/EQUIP. (5% Lab.)	\$	29.27
FIRE/SOUND CAULKING (3% Mat. + Lab.)	\$	19.03
CLEAN-UP LABOR (2% Subtotal + Subcont.)	\$	15.37
SAFETY (2% Lab.)	\$	11.71
TESTING/START-UP/CXM	\$	-
PERMITS/INSPECTIONS	\$	-
COREDILLING	\$	-
FREIGHT	\$	-
FUEL/TRAVEL	\$	-
TONER TRUCK DELIVERY	\$	-
STORAGE	\$	-
SHOP LABOR	\$	-
DRAWINGS/CAD PLOT/XEROX	\$	-
OTHER ITEMS SUBTOTAL	\$	149.38
SUBTOTAL	\$	783.64
OVERHEAD FEE (15%)	\$	117.55
SUBCONTRACTOR	\$	2,431.04
OVERHEAD FEE (5%)	\$	121.55
INSURANCE	\$	69.08
TOTAL	\$	3,522.85

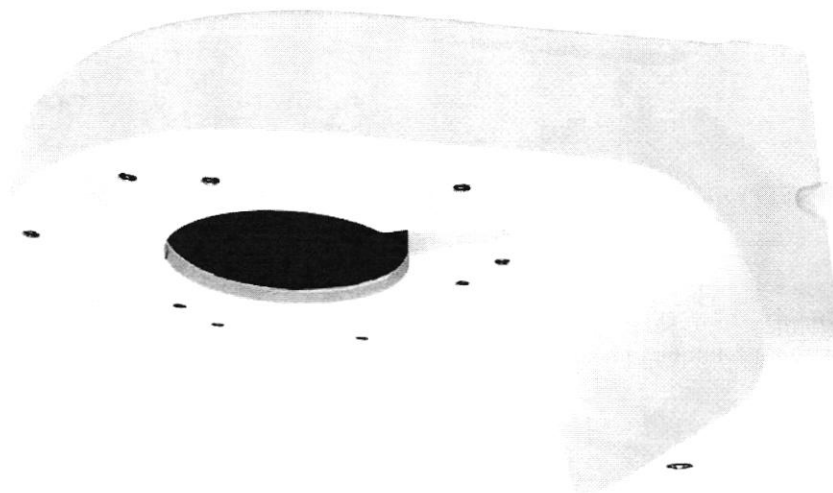
Please provide written direction (approval or rejection) within 14 days of submission of above reference proposal. If approved, please provide a written change order within 30 days from written direction of approval. If written direction and/or change orders are not met within given timelines above, it could result in null and void proposals.

Should you have any questions or comments, please do not hesitate to contact this office.

Sincerely,
DEVRIES ELECTRIC, INC.

Derek Van Dyke

Derek Van Dyke
Project Manager



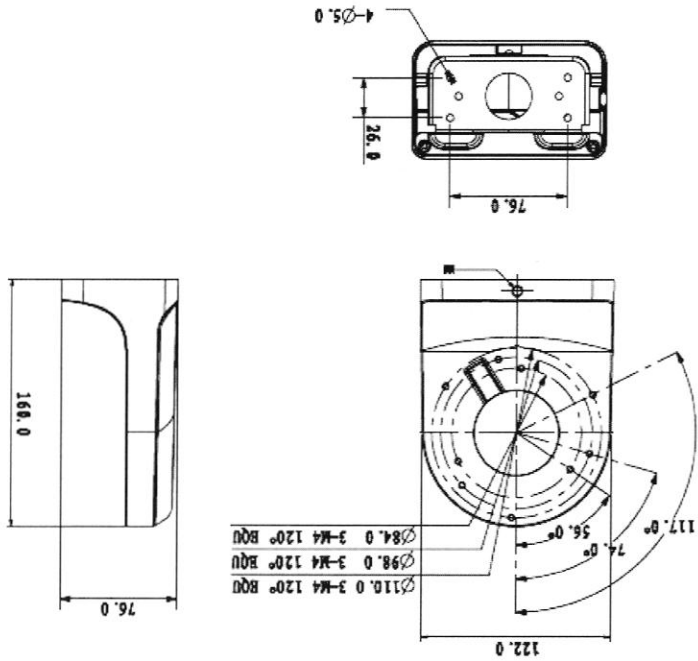
Features

- Material: Aluminum Wall
- Mount Bracket Neat &
- Integrated design

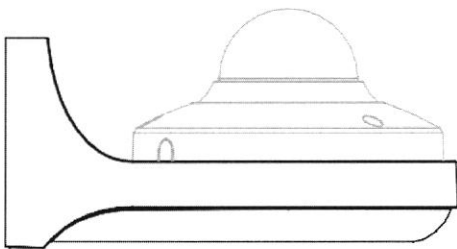
Specifications

Model	E-B203-WM
General	
Material	Aluminum
Dimension	160mm x 122mm x 76mm
Operating Temperature	-40°C~60°C
Humidity	0~90% RH
Load Bearing	1.0Kg
Weight	0.50Kg
Color	White
Applicable Model	Please see "Accessory Selection"

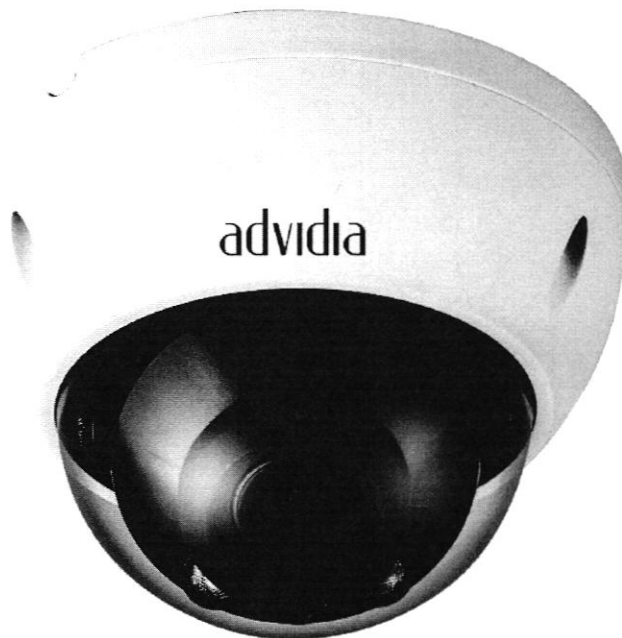
Dimensions (mm)



Application

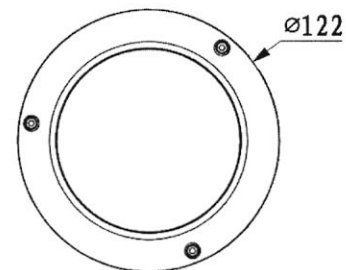
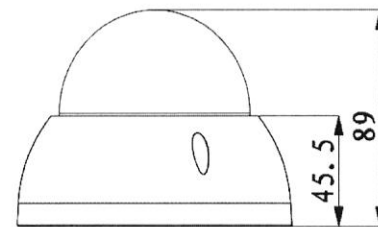


3MP Full HD Water-Proof & Vandal-Proof Network IR Dome Camera



Features

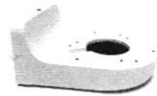
- 1/3" 3Megapixel progressive CMOS
- H.264 & MJPEG dual-stream encoding
- Max 20fps@3M(2304x1296) (2048x1536)&25/30fps@1080P(1920 x1080)
- DWDR, Day/Night(ICR), 3DNR, AWB, AGC, BLC
- 2.7~12mm motorized lens
- Max IR LEDs Length 30m
- IP67, IK10, PoE
- Micro SD card slot, up to 128GB



Specification

Model	E-37-V
Camera	
Image Sensor	1/3" 3Megapixel progressive scan CMOS
Effective Pixels	2304(H)x1536(V)
Scanning System	Progressive
Electronic Shutter Speed	Auto/Manual, 1/3(4)~1/100000s
Min. Illumination	0.1Lux/F1.4 (Color), 0Lux/F1.4(IR on)
S/N Ratio	More than 50dB
Video Output	N/A

Camera Features		
Max. IR LEDs Length		30m
Day/Night		Auto(ICR)/Color/B/W
Backlight Compensation		BLC / HLC / DWDR
White Balance		Auto/Manual
Gain Control		Auto/Manual
Noise Reduction		3D
Privacy Masking		Up to 4 areas
Lens		
Focal Length		2.7mm~12mm
Max Aperture		F1.4
Focus Control		Auto
Angle of View		H: 92° ~ 28°
Lens Type		Motorized/Fixed Iris
Mount Type		Board-in Type
Video		
Compression		H.264/ H.264H/ MJPEG
Resolution		3M(2304x1296) (2048x1536)/1080P(1920x1080)/1.3M(1280x960) /720P(1280x720)/D1(704x576/704x480)/CIF(352x288/352x240)
Frame Rate	Main Stream	3M(1 ~ 20fps)/1080P (1 ~ 25/30fps)
	Sub Stream	D1/CIF(1 ~ 25/30fps)
Bit Rate		H.264H: 40K ~ 8192Kbps;
Audio		
Compression		N/A
Interface		N/A
Network		
Ethernet		RJ-45 (10/100Base-T)
Wi-Fi		N/A
Protocol		IPv4/IPv6, HTTP, HTTPS, SSL, TCP/IP, UDP, UPnP, ICMP, IGMP, SNMP, RTSP, RTP, SMTP, NTP, DHCP, DNS, PPPOE, DDNS, FTP, IP Filter, QoS, Bonjour
Compatibility		ONVIF, CGI
Max. User Access		20 users
Auxiliary Interface		
Memory Slot		Micro SD , Max 128GB
RS485		N/A
Alarm		N/A
PIR Sensor Range		N/A
General		
Power Supply		DC12V, PoE (802.3af)
Power Consumption		<8.5W
Working Environment		-30℃~+60℃, Less than 95% RH

Ingress Protection	IP67		
Vandal Resistance	IK10		
Dimensions	$\phi 122\text{mm} \times 89\text{mm}$		
Weight	0.5kg		
Accessories	E-A137-JB E-B200-FM E-B203-WM   		

Proposal

Marshalltown Police & Fire BP2 - Cabling - Base Bid - REV 3 - PR 047 - CO For OPP #26013

Quote # 011534
Version 1

Prepared for:

DeVries Electric Inc.

Prepared by:

Leo Smith

Project Overview

Marshalltown Police And Fire Department
Marshalltown Iowa

CEC will be providing and installing 1 Cat 6 CCTV cable per PR-047.

Project Responsibilities

CEC Responsibilities:

- Provide and install 1 Cat 6 CCTV cable per PR-047.
- Provide project management and system warranty
- Provide Documentation & As-built Wiring Diagrams

Customer Responsibilities:

- Provide all POE LAN/WAN connections and network functionality as required for system operation and programming
- Provide and install camera.

Electrical Contractor Responsibilities:

- Provide 120vac as required
- Provide conduit or raceway to the inside of the building to connect with the new cable.

Conditions & Clarifications:

- All CEC labor is to be performed during normal CEC business hours (7:30 to 4:40 M-F. excluding holidays). Customer is to inform CEC prior to project start up, of any times when work cannot be performed.

Phone: (515) 289-3707

Email: lsmith@cecinfo.com

Web: www.cecinfo.com

Hardware		Qty
2413 004U1000	Plenum-Rated Data Twist 2400 - Yellow (CCTV)	1000
AX101324	Key Connect Cat 6 Jack - Yellow	2
AX105352-EW	1 Port Surface Mount Box - White	1
Consumables	Consumables	1
Subtotal:		\$311.68

Phone: (515) 289-3707

Email: lsmith@cecinfo.com

Web: www.cecinfo.com

Marshalltown Police & Fire BP2 - Cabling - Base Bid - REV 3 - PR 047 - CO For OPP #26013

Prepared by:

**Communications Engineering
Company**

Leo Smith
(319) 294-9000
Fax (515) 289-3713
lsmith@cecinfo.com

Prepared for:

DeVries Electric Inc.

909 South 2nd St
Marshalltown, IA 50158
Derek Van Dyke
(641) 416-0040
dvd@devrieselectric.com

Quote Information:

Quote #: 011534

Version: 1
Delivery Date: 05/10/2019
Expiration Date: 06/19/2019

Quote Summary		Amount
Hardware		\$311.68
Installation Services		\$762.24
Proposal Subtotal:		\$1,073.92
Estimated Sales Tax:		\$21.83
Total:		\$1,095.75

A deposit of 40% is required at the time of purchase for all orders over \$10,000. Progress payments for material delivered and labor expended will be invoiced monthly. Invoice terms are NET 30 with approved credit. The deposit will apply to the final bill.

This Proposal for sale of equipment or performance of services by CEC is subject to, and expressly conditioned upon CEC Standard Terms and Conditions. (<http://www.cecinfo.com/terms>) CEC Standard Terms and Conditions cannot be waived or altered without the express written consent of CEC Corporate Officer. By signing this Proposal, Customer expressly agrees to be bound by the terms of this Proposal and the CEC Standard Terms and Conditions.

Information contained in this proposal, including part numbers, installation details, pricing information, and engineering drawings shall be considered Proprietary and Confidential, and shall not be duplicated or shared with persons other than the intended recipient(s) referenced above.

Communications Engineering Company
DeVries Electric Inc.

Signature: _____

Name: Leo Smith

Title: Systems Engineer

Date: 05/10/2019

Signature: _____

Name: Derek Van Dyke

Date: _____



1065 Sierra Ct NE Suite A
Cedar Rapids, IA 52402
P: 319-730-2895

Sold To

DeVries Electric Inc

One Progressive Drive
PO Box 260
Pella, IA 50219

QUOTE

Number TJOQ2666

Date May 9, 2019

Terms

Net 30

Job Name

Qty	Part Number	Description	Ext. Price
1	E-37-V	E-Series, 3MP Mini Dome with IR. Motorized lens 2.7mm-12mm, IP67, IK10. No camera license required with Video Insight 6.2.13 or higher VMS software.	\$403.93
1	E-B203-WM	E Series Wall Mount	\$16.57
		Installation hardware	\$12.62
1		Total Labor	\$924.00

Camera, mount, installation and programming.

Excludes Cabling

Thanks for giving Inteconnex the opportunity to earn your business. This Quote is subject to and conditioned upon your acceptance of the Inteconnex Standard Terms and Conditions (www.inteconnex.com/inteconnex-standard-terms-conditions). Your signature constitutes acceptance. No amendment of such terms is permitted without the express, written agreement by Inteconnex. Any applicable Sales Tax not included.

Phone #	E-Mail	Web Site
319-730-2895	tofferman@inteconnex.com	www.inteconnex.com

Signature _____
Printed Name _____
Date _____
PO Number _____

SubTotal	\$1,357.12
Total	\$1,357.12



PROPOSAL REQUEST

Planning • Architecture • Engineering • Interiors • Facility Management

PROJECT: Marshalltown Police & Fire Headquarters

PR: 047

Project No.: 160308

DATE ISSUED: 05/08/19

DATE REQUIRED: 05/22/19

A. Proposed Change

The attached documentation / description is a "Proposed Change" to the contracted Work. The CM/Contractor herein provides detailed cost and time 'breakdowns', to support this **(ADD) (DEDUCT) (CLARIFICATION)**. The Project Team is hereby notified of this proposed change. Unless otherwise directed, the CM/Contractor shall not stop work in progress or execute the proposed change prior to formal written acceptance. All costs (including re-work) and Contract time impacts are included in this Proposal.

B. Estimated Change

In order to expedite the Work and avoid escalating costs and/or delays, which could increasingly affect Contract Sum or Contract Time, this request is based on the 'field' estimate stated or attached herein, to accomplish the following **(ADD) (DEDUCT) (CLARIFICATION)** to the Work.

Proposed Change(s) herein as follows **(ADD) (DEDUCT) (CLARIFICATION)** to the Work:

1. **The Contractor(s)/Supplier(s) shall provide pricing for additional outdoor camera. See attached Supplemental Drawing E2.1n.**

Upon approval/acceptance by the Owner, this PR is to be incorporated into a Change Order via AIA Document G701-2001, and once the CO is signed by the Owner then the CO is to be included into the CM's/Contractor's next Application and Certificate for Payment (AIA Document G702-2001).

CONTRACTORS RESPONSE **From: Contractor** **To: A/E**

A. In accordance with this PR, this CM/Contractor **proposes** to make changes to the Work as follows:

As an **(addition) (deduction) (no change)** of \$ _____ to the Contract Sum.

As an **(increase) (decrease) (no change)** of _____ days to the Contract Time.

B. In accordance with this PR, this CM/Contractor **estimates** the changes to the Work as follows:

As an **(addition) (deduction) (no change)** of \$ _____ to the Contract Sum.

As an **(increase) (decrease) (no change)** of _____ days to the Contract Time.

By: _____ Date: _____

A/E RECOMMENDATION **From: A/E** **To: Owner**

We have reviewed the CM's/Contractor's **(proposal) (estimate)** for the change described above and recommend your **(approval) (disapproval)** of the Contract Sum, and **(approval) (disapproval)** of Contract Time.

By: _____ Date: _____

OWNER'S ACTION **From: Owner** **To: A/E**

The CM/Contractor is **(authorized) (not authorized)** to proceed with the work and the contract adjustments are to be formalized in the next upcoming Change Order.

By: _____ Date: _____

PROCHASKA & ASSOCIATES

11317 Chicago Circle • Omaha, Nebraska 68154-2633

Telephone: (402) 334-0755

FAX: (402) 334-0868

E-Mail: mail@prochaska.us

Date: 03/26/19
Project No. 160308

MARSHALLTOWN POLICE
& FIRE HEADQUARTERS

Project:

PLANNING ARCHITECTURE ENGINEERING
INTERIORS & FACILITY MANAGEMENT
PROCHASKA & ASSOCIATES
11317 CHICAGO CIRCLE OMAHA, NEBRASKA 68154-2633
PHONE: 402.334.0755 FAX: 402.334.0868 E-MAIL: mpa@prochaska.us



E2.1n

Sheet:

PR 047

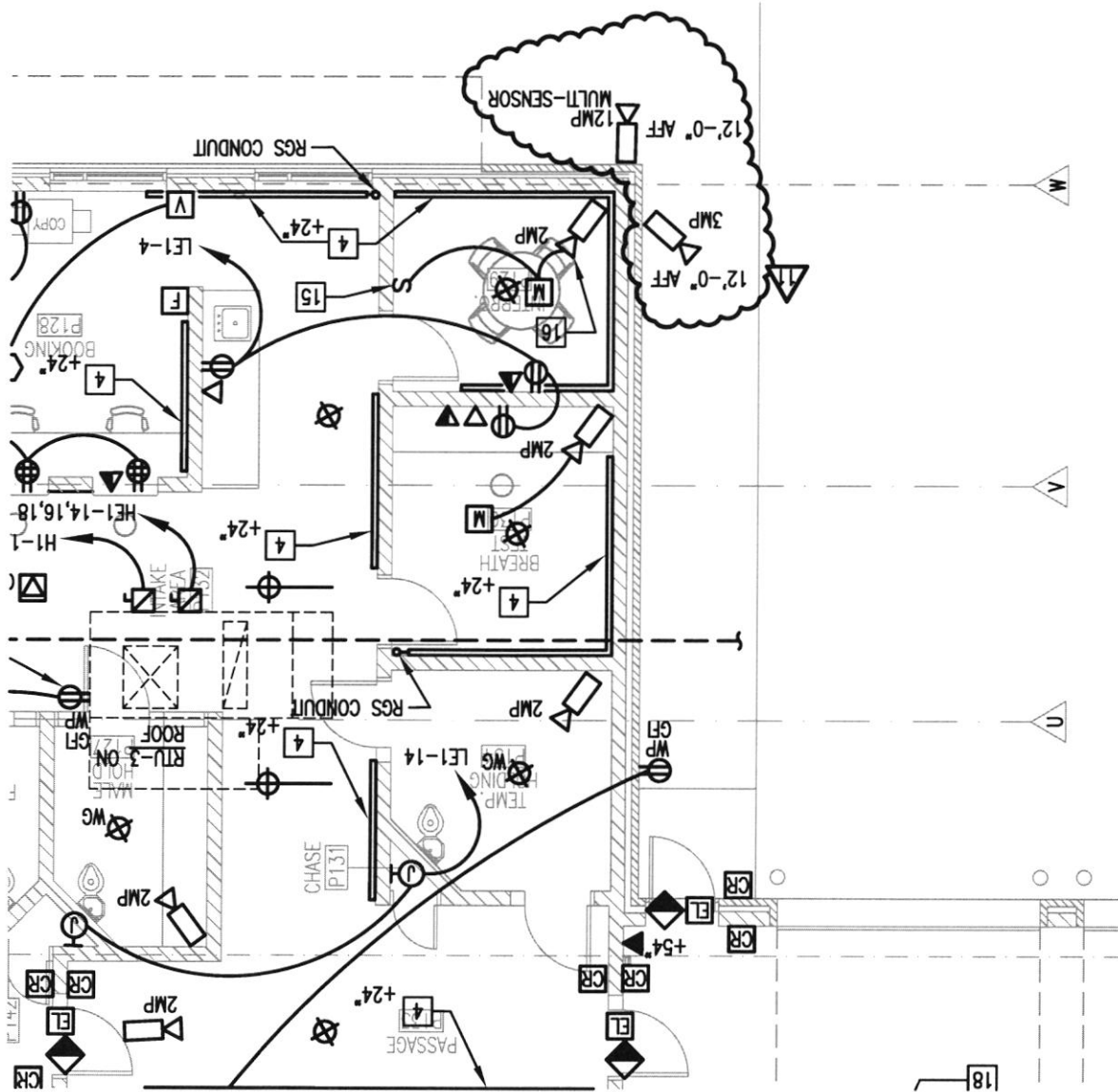
TRUE NORTH PLAN NORTH



SCALE: 1/8" = 1'-0"

MAIN FLOOR POWER & SYSTEMS PLAN

POLICE WING





Change Request Summary

PROJECT: Marshalltown Police & Fire Station Headquarters
Marshalltown, IA

CHANGE REQUEST NO.: CR-092

DATE: June 3, 2019

SUBJECT: Relocate Sump Pump Control Panel

PROPOSED CHANGE DESCRIPTION:

Relocate sump pump control panel from the elevator pit to Janitor Closet C113 per Elevator Inspector.

SUMMARY OF COST BREAKDOWN:

<u>BP#</u>	<u>Bid Package Name</u>	<u>Contractor</u>	<u>Amount</u>
26-1	Electrical, Communications & Security	DeVries Electric, Inc.	\$1,934.69
Total			\$1,934.69

Story Construction Co. Contractor	Prochaska & Associates Designer	City of Marshalltown Owner
--------------------------------------	------------------------------------	-------------------------------

☐ Recommend Acceptance	☒ Recommend Acceptance	☐ Accepted
☐ Do Not Recommend Acceptance	☐ Do Not Recommend Acceptance	☐ Not Accepted
☐ Other	☐ Other	☐ Other

By: <u><i>Mike Wetz</i></u>	By: <u><i>William R. Gray III</i></u>	By: _____
Date: <u>6-3-19</u>	Date: <u>6/10/19</u>	Date: _____

cc: Field
File



DeVries Electric INC.

Electrical Designing & Contracting

ONE PROGRESSIVE DRIVE • P.O. BOX 260 • PELLA, IA 50219 • PH: 641/628-1416 • FAX: 641/628-1499

PROPOSAL REQUEST

May 10, 2019

To: Story Construction
2810 Wakefield Circle
Ames, IA 50010

Attn: Jace Christensen

Re: Marshalltown Police & Fire Station HQ
909 South 2nd Street
Marshalltown, IA 50518
WO#021 < Relocate Sump Pump Control Panel >

Jace:

Please see the charges for WO #021 to relocate sump pump control panel from the elevator pit to Janitor Closet C113 per Elevator Inspector.

This proposal also excludes, but not limited to; installing/supplying access panels/holes, painting new surface mounted conduit/re-finishing, sheetrock/plaster patching or removal, replacing fireproofing, all damages to finishes including ceiling tile and grid, block/"soaps", wood backing, damages to owners furniture having to work over top of, dumpster/haul-off costs, and/or final clean to be included by others.

ADD/DEDUCT:

- Material

\$110.35

- Labor

17 hrs.

Quantity	Item Name
4	3/4 EMT
4	3/4 EMT CONN
2	1/2 WP FLEX STEEL
2	1/2 WP FLEX CONN
2	4/S BOX
2	4/S BOX EXT RING
2	4/S RAISED COVER
1	4/S SG BLANK
1	3/4 EMT STRAP
1	RECEPTACLE
1	8x8x4 JBOX
28	18/6 CABLE
156	16 THHN CU
18	12 THHN CU
~	MISC. FASTNERS & TERMINATIONS



DeVries Electric INC.

Electrical Designing & Contracting

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TOTAL MATERIAL ADD	\$	110.35
TOTAL MATERIAL DEDUCT	\$	-
SALES TAX EXEMPT	\$	-
MATERIAL SUBTOTAL	\$	110.35
TOTAL LABOR ADD (17 hr. x \$72.54)	\$	1,233.18
TOTAL LABOR DEDUCT (-0.00 hr. x \$72.54)	\$	-
PROJECT MANAGER (1 hr. x \$89.50)	\$	89.50
PROJECT COORDINATOR (0 hr. x \$55.57)	\$	-
ESTIMATOR (.5 hr. x \$89.50)	\$	44.75
BIM/CAD	\$	-
LABOR SUBTOTAL	\$	1,367.43
MATERIAL & LABOR SUBTOTAL	\$	1,477.78
OTHER ITEMS:		
COORD./LAYOUT/AS-BUILTS (1hr. x \$72.54)	\$	72.54
EQUIPMENT	\$	-
RENTAL EQUIPMENT	\$	-
EXPENDABLE TOOLS (3% Mat.)	\$	3.31
TOOLS/EQUIP. (5% Lab.)	\$	68.37
FIRE/SOUND CAULKING (3% Mat. + Lab.)	\$	-
CLEAN-UP LABOR (2% Subtotal + Subcont.)	\$	-
SAFETY (2% Lab.)	\$	27.35
TESTING/START-UP/CXM	\$	-
PERMITS/INSPECTIONS	\$	-
COREDILLING	\$	-
FREIGHT	\$	-
FUEL/TRAVEL	\$	-
TONER TRUCK DELIVERY	\$	-
STORAGE	\$	-
SHOP LABOR	\$	-
DRAWINGS/CAD PLOT/XEROX	\$	-
OTHER ITEMS SUBTOTAL	\$	171.57
SUBTOTAL	\$	1,649.35
OVERHEAD FEE (15%)	\$	247.40
SUBCONTRACTOR	\$	-
OVERHEAD FEE (5%)	\$	-
INSURANCE	\$	37.94
TOTAL	\$	1,934.69

Please provide written direction (approval or rejection) within 14 days of submission of above reference proposal. If approved, please provide a written change order within 30 days from written direction of approval. If written direction and/or change orders are not met within given timelines above, it could result in null and void proposals.

Should you have any questions or comments, please do not hesitate to contact this office.

Sincerely,
DEVRIES ELECTRIC, INC.
Derek Van Dyke
Project Manager
Cc: SDV, DVV, File



DeVries Electric INC.

Electrical Designing & Contracting

ONE PROGRESSIVE DRIVE • P.O. BOX 260 • PELLA, IA 50219 • PH: 641/628-1416 • FAX: 641/628-1499

WORK ORDER

Job Date: 5/8-9/2019

Work Order # ~~18~~ 21

Billing Address:

Story Construction

2810 Wakefield Circle

Ames, IA 50010

Site Address:

Marshalltown Police & Fire Station HQ

909 South 2nd Street

Marshalltown, IA 50158

Work Performed:

Material & Labor To Relocate Remote Sump Pump Alarm Controller From Elevator Pit To Janitor Closet C113 Per Elevator Inspector.

Quantity:	Materials:	Price:	Total:
4'	3/4" EMT CONDUIT		
4	3/4" STEEL SET SCREW CONNECTORS		
1	3/4" ONE HOLE STRAP & FASTNER		
1	8X8X4 JUNCTION BOX & FASTNERS		
2	1-1/2" DEEP 4" SQ BOXES & FASTNERS		
1	4" SQ EXTENSION RING		
1	GFI 4" SQ RASIED RECEPTACLE COVER		
1	DUPLEX RAISED RECEPTACLE COVER & 1 DUPLEX RECEPTACLE		
1	4" SQ BLANK COVER		
2'	1/2" SEAL TIGHT		
2	1/2" SEAL TIGHT CONNECTORS		
18'	#12 THHN		
156'	#16 THHN		
28'	18/6 CABLE		
MISC.	SMALL HAND TOOLS, WIRE TIES, WIRE NUTS, LABELING		

Labor	HRS	O.T.	Total
Kenny Strand 5/8/19			4
Kenny Strand 5/9/19			10
Gary Sieck			3

Story Construction

Name: Ethan Dix

Date: _____

Signature: _____

DeVries Electric, Inc.

Name: Gary Sieck



Change Request Summary

PROJECT: **Marshalltown Police & Fire Station Headquarters**
Marshalltown, IA

CHANGE REQUEST NO.: **CR-095**

DATE: June 3, 2019

SUBJECT: DeVries Electric Work Orders

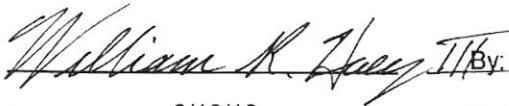
PROPOSED CHANGE DESCRIPTION:

- Material and labor to add an outlet for Auto Drain on the air compressor and material and labor to install fusible disconnect switch and Control Panel for EF-1.
- Make changes to the Exhaust Fan Relay in Restroom P230 per RFI #120

SUMMARY OF COST BREAKDOWN:

<u>BP#</u>	<u>Bid Package Name</u>	<u>Contractor</u>	<u>Amount</u>
26-1	Electrical, Communications & Security	DeVries Electric, Inc.	\$2,807.43
Total			\$2,807.43

Story Construction Co. Contractor	Prochaska & Associates Designer	City of Marshalltown Owner
☐ Recommend Acceptance	☒ Recommend Acceptance	☐ Accepted
☐ Do Not Recommend Acceptance	☐ Do Not Recommend Acceptance	☐ Not Accepted
☐ Other	☐ Other	☐ Other

By:  By:  By: _____
Date: 6-3-19 Date: 6/10/19 Date: _____

cc: Field
File



DeVries Electric INC.

Electrical Designing & Contracting

ONE PROGRESSIVE DRIVE • P.O. BOX 260 • PELLA, IA 50219 • PH: 641/628-1416 • FAX: 641/628-1499

PROPOSAL REQUEST

April 17, 2019

To: Story Construction
2810 Wakefield Circle
Ames, IA 50010

Attn: Jace Christensen

Re: Marshalltown Police & Fire Station HQ
909 South 2nd Street
Marshalltown, IA 50518

< Outlet Auto Drain and EF-1 Control Panel changes >

Jace:

Please see the enclosed charges to make the changes indicated to install material and labor adding an outlet for Auto Drain on the air compressor and material and labor to install fusible disconnect switch and Control Panel for EF-1.

This proposal also excludes, but not limited to; installing/supplying access panels/holes, painting/re-finishing, sheetrock/plaster patching or removal, replacing fireproofing, all damages to finishes including ceiling tile and grid, block/"soaps", wood backing, dumpster/haul-off costs, and/or final clean to be included by others.

ADD/DEDUCT:

- Material
- Labor

\$476.72

16.17 hrs.

Quantity	Item Name
50	3/4 EMT
14	3/4 EMT CONN
5	3/4 EMT COUP
2	4/S BOX
1	4/S BLANK COVER
1	4X4 GUTTER W END CAPS
1	30A FUSE 3R DISC SW
1	REWORK SCHEDULE
1	4/S RAISED COVER
1	RECEPTACLE
3	20A 480V FUSES
1	GRD BAR
2	1 1/2" CHANNEL
11	3/4 EMT STRAP
190	12 THHN CU
~	MISC. FASTNERS & TERMINATIONS



DeVries Electric INC.

Electrical Designing & Contracting

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TOTAL MATERIAL ADD	\$	476.72
TOTAL MATERIAL DEDUCT	\$	-
SALES TAX EXEMPT	\$	-
MATERIAL SUBTOTAL	\$	476.72
TOTAL LABOR ADD (16.17 hr. x \$72.54)	\$	1,172.97
TOTAL LABOR DEDUCT (-0.00 hr. x \$72.54)	\$	-
PROJECT MANAGER (1 hr. x \$89.50)	\$	44.75
PROJECT COORDINATOR (.5 hr. x \$55.57)	\$	27.79
ESTIMATOR (.5 hr. x \$89.50)	\$	44.75
BIM/CAD	\$	-
LABOR SUBTOTAL	\$	1,290.26
MATERIAL & LABOR SUBTOTAL	\$	1,766.98
OTHER ITEMS:		
COORDINATION/LAYOUT/AS-BUILTS (1 hr. x \$72.54)	\$	72.54
EQUIPMENT	\$	-
RENTAL EQUIPMENT	\$	-
EXPENDABLE TOOLS (3% Mat.)	\$	14.30
TOOLS/EQUIP. (5% Lab.)	\$	64.51
FIRE/SOUND CAULKING (3% Mat. + Lab.)	\$	-
CLEAN-UP LABOR (2% Subtotal + Subcont.)	\$	38.88
SAFETY (2% Lab.)	\$	25.81
TESTING/START-UP/CXM	\$	-
PERMITS/INSPECTIONS	\$	-
COREDILLING	\$	-
FREIGHT	\$	-
FUEL/TRAVEL	\$	-
TONER TRUCK DELIVERY	\$	-
STORAGE	\$	-
SHOP LABOR	\$	-
DRAWINGS/CAD PLOT/XEROX	\$	-
OTHER ITEMS SUBTOTAL	\$	216.04
SUBTOTAL	\$	1,983.02
OVERHEAD FEE (15%)	\$	297.45
SUBCONTRACTOR	\$	-
OVERHEAD FEE (5%)	\$	-
INSURANCE	\$	45.61
TOTAL	\$	2,326.08

Please provide written direction (approval or rejection) within 14 days of submission of above reference proposal. If approved, please provide a written change order within 30 days from written direction of approval. If written direction and/or change orders are not met within given timelines above, it could result in null and void proposals.

Should you have any questions or comments, please do not hesitate to contact this office.

Sincerely,
DEVRIES ELECTRIC, INC.

Derek Van Dyke

Derek Van Dyke
Project Manager

Cc: DVV, SDV, File



DeVries Electric INC.

Electrical Designing & Contracting

ONE PROGRESSIVE DRIVE • P.O. BOX 260 • PELLA, IA 50219 • PH: 641/628-1416 • FAX: 641/628-1499

PROPOSAL REQUEST

April 12, 2019

To: Story Construction
2810 Wakefield Circle
Ames, IA 50010

Attn: Jace Christensen

Re: Marshalltown Police & Fire Station HQ
909 South 2nd Street
Marshalltown, IA 50518
< RFI#120 Exhaust Fan Relay (Revised) >

Jace:

Please see the enclosed change to make the changes indicated in RFI#120 Exhaust Fan Relay.

This proposal also excludes, but not limited to; installing/supplying access panels/holes, painting/re-finishing, sheetrock/plaster patching or removal, replacing fireproofing, all damages to finishes including ceiling tile and grid, block/"soaps", wood backing, dumpster/haul-off costs, and/or final clean to be included by others.

ADD/DEDUCT:

- Material	\$53.23
- Labor	3.47 hrs.

Quantity	Item Name
10	3/4 EMT
2	3/4 EMT CONN
0	3/4 EMT COUP
1	4/S BOX
1	4/S BLANK COVER
1	277/120 RELAY
1	BOX SUPPORTS
2	3/4 EMT STRAP
20	12 THHN CU
-	MISC. FASTNERS & TERMINATIONS



DeVries Electric INC.

Electrical Designing & Contracting

ONE PROGRESSIVE DRIVE • P.O. BOX 260 • PELLA, IA 50219 • PH: 641/628-1416 • FAX: 641/628-1499

TOTAL MATERIAL ADD	\$	53.23
TOTAL MATERIAL DEDUCT	\$	-
SALES TAX EXEMPT	\$	-
MATERIAL SUBTOTAL	\$	53.23
TOTAL LABOR ADD (3.47 hr. x \$72.54)	\$	251.71
TOTAL LABOR DEDUCT (-0.00 hr. x \$72.54)	\$	-
PROJECT MANAGER (1 hr. x \$89.50)	\$	0.50
PROJECT COORDINATOR (.5 hr. x \$55.57)	\$	27.79
ESTIMATOR (.5 hr. x \$89.50)	\$	44.75
BIM/CAD	\$	-
LABOR SUBTOTAL	\$	324.75
MATERIAL & LABOR SUBTOTAL	\$	377.98
OTHER ITEMS:		
COORDINATION/LAYOUT/AS-BUILTS (0 hr. x \$72.54)	\$	-
EQUIPMENT	\$	-
RENTAL EQUIPMENT	\$	-
EXPENDABLE TOOLS (3% Mat.)	\$	1.60
TOOLS/EQUIP. (5% Lab.)	\$	16.24
FIRE/SOUND CAULKING (3% Mat. + Lab.)	\$	-
CLEAN-UP LABOR (2% Subtotal + Subcont.)	\$	8.05
SAFETY (2% Lab.)	\$	6.49
TESTING/START-UP/CXM	\$	-
PERMITS/INSPECTIONS	\$	-
COREDILLING	\$	-
FREIGHT	\$	-
FUEL/TRAVEL	\$	-
TONER TRUCK DELIVERY	\$	-
STORAGE	\$	-
SHOP LABOR	\$	-
DRAWINGS/CAD PLOT/XEROX	\$	-
OTHER ITEMS SUBTOTAL	\$	32.38
SUBTOTAL	\$	410.35
OVERHEAD FEE (15%)	\$	61.55
SUBCONTRACTOR	\$	-
OVERHEAD FEE (5%)	\$	-
INSURANCE	\$	9.44
TOTAL	\$	481.35

Please provide written direction (approval or rejection) within 14 days of submission of above reference proposal. If approved, please provide a written change order within 30 days from written direction of approval. If written direction and/or change orders are not met within given timelines above, it could result in null and void proposals.

Should you have any questions or comments, please do not hesitate to contact this office.

Sincerely,
DEVRIES ELECTRIC, INC.

Derek Van Dyke

Derek Van Dyke
Project Manager

Cc: DVV, SDV, File

RESOLUTION APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE
HEADQUARTERS PROJECT # BLD17001 BP#8-1 ALUMINUM
STOREFRONTS,CURTAINWALLS RESOLUTION APPROVING CONTRACT CHANGE
ORDER FOR THE POLICE & FIRE & GLAZING FOR FORMAN FORD
AN INCREASE OF \$6,806.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with
Forman Ford for the labor and material for the POLICE & FIRE HEADQUARTERS Project
#BLD17001; and

WHEREAS an increase is requested to complete the project.

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

Section1. That the contract Change Order for the Police & Fire Headquarters Project, in the
increased amount of \$665,428.00 is hereby accepted and approved.

Passed this 24th day of June 2019, and signed this _____ day of _____, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



CONSTRUCTION CHANGE DIRECTIVE NO. CCD-026

Date: March 11, 2019
To: BP 08-1 Forman Ford, Nate Magill, Cecil Aswegan
Subject: ASI #024 Steel Handrail Adjustments
Re: **Marshalltown Police & Fire Station Headquarters**
City of Marshalltown
Marshalltown, Iowa

The following change in the contract document is approved and the work is authorized to proceed accordingly. Determine and submit final costs and time adjustments (if any) in accordance with the conditions of the contract. **Document and confirm quantities with the Construction Manager on a daily basis.** This change will be incorporated in a subsequent change order.

DESCRIPTION:

- Contractor shall modify steel handrails as shown in ASI #024. Photo #4 of ASI #24 applies to all stair handrails.

Contractor:

BP 08-1

Modify steel handrails as shown in ASI #024

Issued by Story Construction Co.

Authorized by:

Jace Christensen
Project Engineer

City of Marshalltown
Justin Nickel, Director of Public Works

cc: Mike Welter
Jace Christensen
Rebecca Lensch



FormanFord

Professional Glazing and Façade Contractor

Job Name: Marshalltown Police and Fire Station HQ

Date: 4/9/2019

General Contractor: Story Construction

RFI or PR Description: ASI #24 - CCD 026 - Photo 3 excluded

Item Description	QTY	COST	TOTAL
MATERIAL			
Equipment/Tools/Consumables	1	\$562.12	\$562.12
Fabricated Steel	1	\$392.00	\$392.00
			\$0.00
			\$0.00
			\$0.00
	Tax	0%	\$0.00
	SUBTOTAL		\$954.12
SHOP LABOR			
		\$65.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
	SUBTOTAL		\$0.00
FIELD LABOR			
Work Tickets - Photo 3 excluded	52	\$65.00	\$3,380.00
		\$65.00	\$0.00
		\$65.00	\$0.00
	SUBTOTAL		\$3,380.00
FREIGHT			
Freight	1	\$50.00	\$50.00
	SUBTOTAL		\$50.00
TOTAL COST			\$4,384.12
MARKUP			15%
TOTAL			\$5,042



FormanFord
Glass and Glazing Contractor

Work Order

4401 Bowling Street SW
Cedar Rapids, IA 52404
319.362.2705

89 University Avenue
Des Moines, IA 50314
515.288.1662

1301 Ohio Street
Des Moines, IA 50314
515.288.1662

8516 Maple Street
Omaha, NE 68134
402.884.7601

9245 Flint Street
Overland, KS 66214
913.291.0751

CUSTOMER PHONE NUMBER		INVOICE DATE		PROJECT NUMBER	
SOLD TO: Story Construction. Attn: Jace C.		SHIPPED TO: Jace C. Eithen D.			
WRITTEN BY: Cecil Aswegen		INSTALL	DELIVER	CUSTOMER P.O.	DATE DELIVERED

QUANTITY	DESCRIPTION	AMOUNT			
	Monday - 3/11/19 Cecil Aswegen 8hrs Pickup New material Josh Pratt 4hrs Tuesday - 3/12/19 Cecil Aswegen 8hrs Josh Pratt 8hrs Wednesday - 3/13/19 Cecil Aswegen 8hrs - Pickup bear's Rings Josh Pratt 8hrs Thursday - 3/14/19 Cecil Aswegen 8hrs Josh Pratt 8hrs. Handrail fixes / main Entry stairs. Stair #2 fixes 2nd Floor main Stair landing. + Plus App Bay stairs fixes Material.	Hours Mon 12 hrs T 16 hrs W 16 hrs T 16 hrs 60 hrs total.			
GLAZIERS	MONTH	DAY	TIME ARRIVED	TIME LEFT	COMPLETE
					YES
					NO

LIST ACCESSORY ITEMS NOT SHOWN ABOVE:

DATE COMPLETE: 3/14/2019

I HEREBY ACKNOWLEDGE THE SATISFACTORY COMPLETION OF THE ABOVE WORK.

CUSTOMER SIGNATURE:

[Signature] 3/14/19



Change Request Summary

PROJECT: **Marshalltown Police & Fire Station Headquarters** CHANGE REQUEST NO.: **CR-071R**
Marshalltown, IA

DATE: June 6, 2019

SUBJECT: RFI #142 Sunshade Support Modifications

PROPOSED CHANGE DESCRIPTION:

Per RFI #142, provide sunshade support modifications to the five areas listed below:

- 1) NE corner of Police Wing Level 2
- 2) SE corner of Police Wing Level 2
- 3) SW corner of Police Wing Level 2 (SW of dispatch)
- 4) FW/PW corner at Grid R & RR
- 5) SW corner of Fire Wing

SUMMARY OF COST BREAKDOWN:

<u>BP#</u>	<u>Bid Package Name</u>	<u>Contractor</u>	<u>Amount</u>
08-1	Aluminum Storefronts, Curtain Walls and Glazing	Forman Ford	\$1,764.00
	Case #1 - Central Western pays \$2,611		
	Case #2 - 50/50 Forman Ford, Central Western		
	Case #3 - Project Cost	\$1,346.00	
	Case #4 - 50/50 Central Western, Project Cost	\$ 418.00	
	Case #5 - 50/50 Forman Ford, Central Western		
09-1	Gypsum Wall Assemblies	Hilsabeck Schacht, Inc.	\$ 360.00
Total			\$2,124.00

Story Construction Co. Contractor	Prochaska & Associates Designer	City of Marshalltown Owner
☐ Recommend Acceptance	☒ Recommend Acceptance	☐ Accepted
☐ Do Not Recommend Acceptance	☐ Do Not Recommend Acceptance	☐ Not Accepted
☐ Other	☐ Other	☐ Other
By: <u></u>	By: <u></u>	By: _____
Date: <u>6-6-19</u>	Date: <u>6/9/19</u>	Date: _____
cc: Field		
File		



FormanFord

Professional Glazing and Façade Contractor

Job Name: Marshalltown Police and Fire Station HQ

Date: 3/14/2019

General Contractor: Story Construction

RFI or PR Description: RFI #142 - Case #3 - Sunshade Canopy Fixes

Item Description	QTY	COST	TOTAL
MATERIAL			
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
	Tax	0%	\$0.00
	SUBTOTAL		\$0.00
SHOP LABOR			
		\$65.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
	SUBTOTAL		\$0.00
FIELD LABOR			
Work Tickets - Case #3	18	\$65.00	\$1,170.00
		\$65.00	\$0.00
		\$65.00	\$0.00
	SUBTOTAL		\$1,170.00
FREIGHT			
			\$0.00
	SUBTOTAL		\$0.00
TOTAL COST			\$1,170.00
MARKUP			15%
TOTAL			\$1,346



FormanFord
Glass and Glazing Contractor

Work Order

4401 Bowling Street SW
Cedar Rapids, IA 52404
319.362.2705

89 University Avenue
Des Moines, IA 50314
515.288.1662

1301 Ohio Street
Des Moines, IA 50314
515.288.1662

8516 Maple Street
Omaha, NE 68134
402.884.7601

9245 Flint Street
Overland, KS 66214
913.291.0751

CUSTOMER PHONE NUMBER		INVOICE DATE		PROJECT NUMBER	
SOLD TO: <i>Story Construction</i>		SHIPPED TO:			
WRITTEN BY: <i>Cecil Asmus</i>		INSTALL	DELIVER	CUSTOMER P.O.	DATE DELIVERED
QUANTITY	DESCRIPTION				AMOUNT
<i>Case 3</i>	<i>2nd Floor Police wing</i> <i>Missing Crush Sleeves. Drill New Holes.</i> <i>Cecil - 3 hrs</i> <i>Brandon - 3 hrs</i> } <i>Total 6 hrs</i> <i>SW corner PWZ @ P230 location</i>				
GLAZIERS	MONTH	DAY	TIME ARRIVED	TIME LEFT	COMPLETE
					YES
					NO
LIST ACCESSORY ITEMS NOT SHOWN ABOVE:					
DATE COMPLETE: <i>1/15/2019</i>					
I HEREBY ACKNOWLEDGE THE SATISFACTORY COMPLETION OF THE ABOVE WORK.					
CUSTOMER SIGNATURE: <i>[Signature]</i> <i>1/24/19</i>					



FormanFord
Glass and Glazing Contractor

Work Order

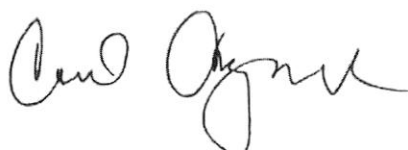
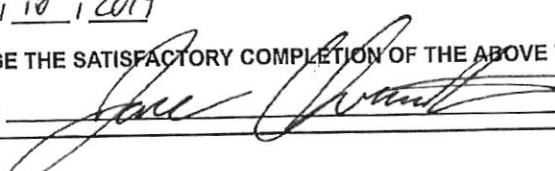
4401 Bowling Street SW
Cedar Rapids, IA 52404
319.362.2705

89 University Avenue
Des Moines, IA 50314
515.288.1662

1301 Ohio Street
Des Moines, IA 50314
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8516 Maple Street
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402.884.7601

9245 Flint Street
Overland, KS 66214
913.291.0751

CUSTOMER PHONE NUMBER		INVOICE DATE		PROJECT NUMBER	
SOLD TO:		SHIPPED TO:			
Story Construction					
WRITTEN BY:	INSTALL	DELIVER	CUSTOMER P.O.	DATE DELIVERED	
QUANTITY	DESCRIPTION				AMOUNT
Case 3	2nd Floor South End missing crush sleeve. (fixes.) Brandon Casabott - 6 hrs Justin Bolander - 6 hrs Total 12 hrs 				
GLAZIERS	MONTH	DAY	TIME ARRIVED	TIME LEFT	COMPLETE
					YES
					NO
LIST ACCESSORY ITEMS NOT SHOWN ABOVE:					
DATE COMPLETE: 1, 16, 2019					
I HEREBY ACKNOWLEDGE THE SATISFACTORY COMPLETION OF THE ABOVE WORK.					
CUSTOMER SIGNATURE:  1/17/19					



Date: 3/14/2019

RFI or PR Description: RFI #142 - Case #4 - Sunshade Canopy Fixes

CW to pay half. Owner to pay half. JC

IN CR #071:
Owner to pay: \$360 to Hilsabeck Schacht
Owner to pay: \$418 to Forman Ford

IN CR #085 Zero Cost Change to City:
CW to pay: \$778 to Forman Ford

89 University Ave, Des Moines, IA 50314
4491 8th Ave, Marion, IA 52302



FormanFord
Glass and Glazing Contractor

Work Order

4401 Bowling Street SW
Cedar Rapids, IA 52404
319.362.2705

89 University Avenue
Des Moines, IA 50314
515.288.1662

1301 Ohio Street
Des Moines, IA 50314
515.288.1662

8516 Maple Street
Omaha, NE 68134
402.884.7601

9245 Flint Street
Overland, KS 66214
913.291.0751

CUSTOMER PHONE NUMBER		INVOICE DATE		PROJECT NUMBER	
SOLD TO: <i>Story Construction</i>		SHIPPED TO:			
WRITTEN BY: <i>Cecil Aragon</i>		INSTALL	DELIVER	CUSTOMER P.O.	DATE DELIVERED
QUANTITY	DESCRIPTION				AMOUNT
<i>Case 4</i>	<i>1/14</i> <i>Inside corner PW-FW 1st Floor</i> <i>Drill Holes For New Crush Steeple.</i> <i>Cecil 5 > Total 10 hrs</i> <i>Justin 5</i>				
GLAZIERS	MONTH	DAY	TIME ARRIVED	TIME LEFT	COMPLETE
					YES
					NO
LIST ACCESSORY ITEMS NOT SHOWN ABOVE:					
DATE COMPLETE: <i>1/14/2019</i>					
I HEREBY ACKNOWLEDGE THE SATISFACTORY COMPLETION OF THE ABOVE WORK.					
CUSTOMER SIGNATURE: <i>[Signature]</i> <i>1/24/19</i>					



FormanFord
Glass and Glazing Contractor

Work Order

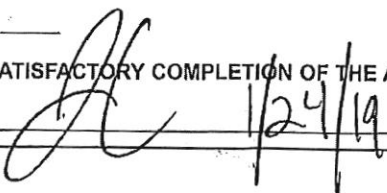
4401 Bowling Street SW
Cedar Rapids, IA 52404
319.362.2705

89 University Avenue
Des Moines, IA 50314
515.288.1662

1301 Ohio Street
Des Moines, IA 50314
515.288.1662

8516 Maple Street
Omaha, NE 68134
402.884.7601

9245 Flint Street
Overland, KS 66214
913.291.0751

CUSTOMER PHONE NUMBER		INVOICE DATE		PROJECT NUMBER	
SOLD TO: Story Construction		SHIPPED TO:			
WRITTEN BY: Cecil Ammer		INSTALL	DELIVER	CUSTOMER P.O.	DATE DELIVERED
QUANTITY	DESCRIPTION				AMOUNT
Case 4	1/15 Inside Corner 1st Floor Cecil 2 Brandon 2 > Total 6 hrs. Justin 2				
GLAZIERS	MONTH	DAY	TIME ARRIVED	TIME LEFT	COMPLETE
					YES
					NO
LIST ACCESSORY ITEMS NOT SHOWN ABOVE:					
DATE COMPLETE: 1/15/19					
I HEREBY ACKNOWLEDGE THE SATISFACTORY COMPLETION OF THE ABOVE WORK.					
CUSTOMER SIGNATURE:  1/24/19					

Hillsabeck Schacht Inc.
617 S. 19th St.
West Des Moines, IA 50265
Ph: 515-221-3243 • Fax: 515-223-1379

016462

JOB NAME MARSHALLTOWN POLICE & FIRE
WORK DESCRIPTION OPEN & REPLACE EXTERIOR WALL FOR
FOREMAN FORD - MISSED ANCHORS FOR SUN SHADES

LABOR

RE MATERIAL

APPROVAL FOR CUSTOMER

Date

2/28/19

APPROVAL FOR HSI

Date _____

LABOR

360°

MATERIAL

7

TAX

 $\$ 360$

TOTAL

RESOLUTION APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE
HEADQUARTERS PROJECT # BLD17001 BP#9-1 GYMPSUM WALL ASSEMBLIES FOR
HILSABEK SCHACHT, INC.
AN INCREASE OF \$360.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with
Hilsabek Schacht, Inc. for the labor and material for the POLICE & FIRE HEADQUARTERS
Project #BLD17001; and

WHEREAS an increase is requested for additional items to complete the project.

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

Section1. That the contract Change Order for the Police & Fire Headquarters Project, in the
increased amount of \$1,125,753.00 is hereby accepted and approved.

Passed this 24th day of June 2019, and signed this ____ day of _____, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



Change Request Summary

PROJECT: **Marshalltown Police & Fire Station Headquarters** CHANGE REQUEST NO.: **CR-071R**
Marshalltown, IA

DATE: June 6, 2019

SUBJECT: RFI #142 Sunshade Support Modifications

PROPOSED CHANGE DESCRIPTION:

Per RFI #142, provide sunshade support modifications to the five areas listed below:

- 1) NE corner of Police Wing Level 2
- 2) SE corner of Police Wing Level 2
- 3) SW corner of Police Wing Level 2 (SW of dispatch)
- 4) FW/PW corner at Grid R & RR
- 5) SW corner of Fire Wing

SUMMARY OF COST BREAKDOWN:

<u>BP#</u>	<u>Bid Package Name</u>	<u>Contractor</u>	<u>Amount</u>
08-1	Aluminum Storefronts, Curtain Walls and Glazing	Forman Ford	\$1,764.00
	Case #1 - Central Western pays \$2,611		
	Case #2 - 50/50 Forman Ford, Central Western		
	Case #3 - Project Cost	\$1,346.00	
	Case #4 - 50/50 Central Western, Project Cost	\$ 418.00	
	Case #5 - 50/50 Forman Ford, Central Western		
09-1	Gypsum Wall Assemblies	Hilsabeck Schacht, Inc.	\$ 360.00
Total			\$2,124.00

Story Construction Co. Contractor	Prochaska & Associates Designer	City of Marshalltown Owner
☐ Recommend Acceptance	☒ Recommend Acceptance	☐ Accepted
☐ Do Not Recommend Acceptance	☐ Do Not Recommend Acceptance	☐ Not Accepted
☐ Other	☐ Other	☐ Other
By: <u><i>Mike Webb</i></u>	By: <u><i>William R. Hays III</i></u>	By: _____
Date: <u>6-6-19</u>	Date: <u>6/9/19</u>	Date: _____
cc: Field		
File		

617 S. 19th St.
West Des Moines, IA 50265
Ph: 515-221-3243 • Fax: 515-223-1379

016462

CHARGE TO STORY CONSTRUCTION /

WORK DESCRIPTION OPEN & REPLACE EXTERIOR WALL FOR
FOREMAN FORD - MISSED ANCHORS FOR SUN SHADES

☒ TIME AND MATERIAL ☐ QUOTED PRICE \$ _____

[illegible]

Date <u>2/28/19</u>	Date _____	LABOR	_____
		MATERIAL	_____ / _____
		TAX	_____

Date 7/28/19 Date _____ TAX _____
TOTAL \$ 360⁻

RESOLUTION APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE
HEADQUARTERS PROJECT # BLD17001 BP# 22-1 PLUMBING & MECHANICAL FOR
TONY'S PLUMBING & HEATING LLC.

AN INCREASE OF \$1,312.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Tony's Plumbing & Heating LLC for the labor and material for the POLICE & FIRE HEADQUARTERS Project #BLD17001; and

WHEREAS an increase is requested for additional items to complete the project.

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

Section1. That the contract Change Order for the Police & Fire Headquarters Project, in the increased amount of \$1,830,469.96 is hereby accepted and approved.

Passed this 24th day of June 2019, and signed this ____ day of _____, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Marshalltown Police & Fire Station Headquarters					
City of Marshalltown					
Marshalltown, Iowa					
BP No. 22-1 Plumbing and Mechanical					
Tony's Plumbing & Heating LLC					
		Change Order		Change Order	
CO #		Date	Change #	Amount	Contract Amount
	Original Contract Sum				\$ 1,811,761.00
1	CR-010 Trap Primer & RFI 29 Venting Deduct	2/13/2018	1	\$ (4,964.00)	
2	CR 005R – PR #004 Evidence Processing Modifications	3/12/2018	2	\$ 7,552.00	
2	CR 018 – PR #016R Steam Shower Modifications	3/12/2018	2	\$ (1,793.00)	
3	CR 015 - Irrigation System Removal	4/26/2018	3	\$ (679.00)	
3	CR 022 - PR #021 FD Range Hood Change	4/26/2018	3	\$ 290.00	
3	CR 024 - L-1 Sink Model Clarification	4/26/2018	3	\$ 1,494.00	
4	CR 023 - PR #024 F149 Water Heater	6/14/2018	4	\$ 3,818.00	
4	CR 033 - PR #027 Emergency Eyewash Mods Ev. Proc P121	6/14/2018	4	\$ 1,668.00	
4	CR 034 PR #023 Lobby Modifications	6/14/2018	4	\$ 980.00	
5	CR 017R -PR #018R Dispatch Dept Changes	7/24/2018	5	\$ (1,911.00)	
6	CR 037 - PR #031 ASI #22 Gas E-Stops	9/18/2018	6	\$ (630.00)	
7	CR 040 - PR #036 Storage Room F134	10/9/2018	7	\$ 1,352.00	
8	CR 050 RFI #111 App Bay MEP Rough-in	11/28/2018	8	\$ (3,051.00)	
9	CR #056R - Landscaping Package - Revised	1/2/2019	9	\$ 915.00	
9	CR #062 - RFI #127 Boiler System 3 way Valves	1/2/2019	9	\$ 829.00	
10	CR 073 - RFI #153 Unit Heater 3-Way Valve	3/12/2019	10	\$ 918.00	
11	CR 045 - Corrado Backcharges	5/30/2019	11	\$ 11,608.96	
					\$ 18,396.96
	Net change by Fully Executed Change Orders				\$ 1,830,157.96
	Contract Sum to Date based upon Fully Executed Change Orders				
	Pending Changes				
	CCD 035 - Install Metal Sleeves for Glass Block			\$ 1,312.00	
	New Contract Sum				\$ 1,831,469.96



CONSTRUCTION CHANGE DIRECTIVE NO. CCD-035

Date: June 5, 2019
To: BP 022-1 Tony's Plumbing, Mike Caswell
Subject: Install Metal Sleeves for Glass Block
Re: **Marshalltown Police & Fire Station Headquarters**
City of Marshalltown
Marshalltown, Iowa

The following change in the contract document is approved and the work is authorized to proceed accordingly. Determine and submit final costs and time adjustments (if any) in accordance with the conditions of the contract. **Document and confirm quantities with the Construction Manager on a daily basis.** This change will be incorporated in a subsequent change order.

DESCRIPTION:

- Provide and Install (20) galvanized metal sleeves and sealant at the glass block location on south side of Sallyport. Contractor to seal the interior and exterior of the sleeve to the CMU and air barrier with compatible sealant. It was deemed that a metal sleeve was required to continue the air barrier at the glass block location because two blocks were shown at each location.

CONTRACTOR:

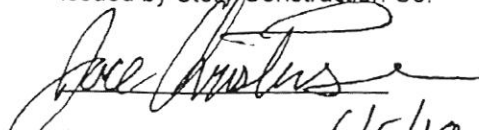
BP 022-1 Tony's Plumbing

Provide and install metal sleeves

FINAL COST: \$1,312.00

-Direction was given on May 7, 2018 and work was completed on May 8, 2019

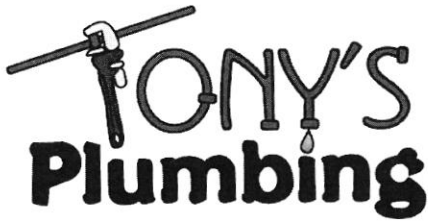
Issued by Story Construction Co.


Jace Christensen
Project Engineer
6/5/19

Authorized by:

City of Marshalltown
Justin Nickel, Director of Public Works

cc: Mike Welter
Rebecca Lensch



Tony's Plumbing and Heating, LLC
5630 Westminster Drive
Cedar Falls, IA 50613

P: 319-277-2750 | E: info@tonysphc.com | F: 319-277-3311

Proposal/Contract (Field Work Tickets -Sleeves)

Project: Marshalltown Police & Fire Headquarters Attention: Jace Christensen Date: 5/28/19

Address: 909 S. 2nd Street City: Marshalltown State: IA

Tony's Plumbing & Heating, LLC proposes to:
Fab and install sleeves for glass block.

Subcontracts: \$1,181.00

OH&P: \$118.00

Bond: \$13.00

Total Price: \$1,312.00

By signing below, I hereby accept the above proposal and acknowledge receipt of an exact signed copy. Furthermore, my signature below signifies acceptance of this contract. Payment will be due in full upon completion of work.

For Tony's Plumbing & Heating, LLC: _____ Date: _____

Accepted By: _____ Date: _____



29126

METHOD OF PAYMENT		UNIT		UNIT		CHECK LIST	
☐ CASH ☐ CHECK DRIVER'S LIC. NO. _____		MAKE	MAKE		☐ COMPRESSOR ☐ SUCTION _____ PSI ☐ HEAD _____ PSI ☐ VOLTS _____ AMPS ☐ ELECTRICAL CONNECTIONS ☐ CONTACTS TIGHT & CLEAN ☐ OIL LEVEL & CONDITION		
CREDIT CARD ☐ MC ☐ VISA ☐ AMEX EXP. DATE _____ CC NO. _____		MODEL	MODEL		☐ CONDENSER COIL ☐ CLEAN COIL & CHECK FIN COND. ☐ ENT. _____ °F LVG. _____ °F		
		SERIAL NUMBER	SERIAL NUMBER		☐ REFRIGERANT ☐ LEAK ☐ CHARGE		
ENVIRONMENTAL CHECKLIST							
		CONDENSING UNIT	QTY	TYPE/DISPOSITION			
		☐ RECOVERED					
		☐ RECYCLED					
		☐ RECLAIMED					
		☐ RETURNED					
		☐ DISPOSAL					
		☐ DISMANTLED					
		☐ CHANGED OUT/REPLACED		TOTAL \$			
		QTY	MATERIALS & SERVICES	UNIT PRICE	AMOUNT		
			REFRIGERANT R- _____ LBS.				
			FILTERS X X				
			40 Ft ² 26GA SHEET METAL		40 75		
		TOTAL MATERIALS			40 75		
		HRS	LABOR	RATE	AMOUNT		
		4	Jon	80 00	320 00		
		8	Dennis	80 00	640 00		
		6	Drew	80 00	480 00		
		TOTAL LABOR			1140 00		
LIMITED WARRANTY: All materials, parts and equipment are warranted by the manufacturers' or suppliers' written warranty only. All labor performed by the above named company is warranted for 30 days or as otherwise indicated in writing. The above named company makes no other warranties, express or implied, and its agents or technicians are not authorized to make any such warranties on behalf of above named company.							
		☐ REGULAR ☐ WARRANTY					
		☐ SERVICE CONTRACT					
Thank You							
		TOTAL SUMMARY					
		TOTAL MATERIALS			40 75		
		TOTAL LABOR			1140 00		
		TRAVEL CHARGE			- -		
		TAX			- -		
		TOTAL			1180 75		

the work outlined above which has been satisfactorily completed. I agree that payment/materials furnished until final payment is made. If payment is not made remove said equipment/materials at Seller's expense and/or impose a 2% fire amount contained in the Seller/Buyer transaction. Any damage resulting not be the responsibility of Seller.

STOMER SIGNATURE _____ DATE _____



POLICE DEPARTMENT

Joel Greer, Mayor
Jessica Kinser, City Administrator
Michael W. Tupper, Chief of Police
22 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5725
Fax - (641) 752-1211

TO: Mayor Joel Greer
Members of the City Council
Jessica Kinser, City Administrator

FROM: Michael W. Tupper
Chief of Police

DATE: 18 June 2019

RE: Purchase of Four Office Copy Machines
Koch Office Group (\$18,354.00)

Policy Issue:

The FFE budget for the fire and police building project was originally estimated at \$750,000. City staff are requesting an increase of \$18,354 in the FFE budget.

Recommendation:

Staff recommends Council authorize the Chief of Police to purchase four office copy machines to be utilized in the new police facility.

Background:

The Marshalltown Police Department needs to equip the new police building with office equipment. The new police facility has expanded workspace. Multiple office copy machines are necessary to maintain operational efficiencies. Koch Office Group has a State of Iowa contract for the purchase of copy machine equipment. Staff researched office copy machines and related services. Staff recommends purchasing four office copy machines from Koch Office Group for \$18,354.00.

Budget Impact:

\$18,354.00

Staff is seeking council approval to utilize surplus funds from the fire-police building project to pay for this equipment. There are still sufficient surplus funds available to cover this expense.

2019-____

**RESOLUTION AUTHORIZING THE MARSHALLTOWN POLICE DEPARTMENT TO
PURCHASE FOUR OFFICE COPY MACHINES FOR THE NEW POLICE DEPARTMENT
FACILITY UTILIZING FFE BUDGET DOLLARS FROM THE FIRE AND POLICE BUILDING
PROJECT AND SURPLUS FUNDS IDENTIFIED IN THE FIRE AND POLICE BUILDING
PROJECT BUDGET**

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

WHEREAS the Marshalltown Police Department requests authorization to purchase four office copy machines from Koch Office Group in the amount of \$18,354.00; and

WHEREAS the new police building has expanded work spaces and this equipment is necessary for continuity of operations and to maintain operational efficiencies; and

WHEREAS the Council has found it to be in the best interests of the City of Marshalltown, Iowa, and the Marshalltown Police Department that said purchase should be made.

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

Section 1. The City of Marshalltown, Iowa authorizes and directs the Chief of Police to purchase four office copy machines from Koch Office Group in the amount of \$18,354.00.

Section 2. The Chief of Police is authorized to utilize unobligated funds from the fire and police building project FFE budget and designated surplus funds connected with the fire and police building project to accomplish this purchase.

Passed this 24th day of June 2019, and signed this _____ day of June 2019.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

2019-____

RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND
COST FOR THE SOUTH 4TH AVENUE PROJECT, IN THE
CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. STR90011

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 SOUTH 4TH AVENUE, Project No. STR9001, 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 STR9001, being the SOUTH 4TH AVENUE Project in the city of Marshalltown, Iowa.

Passed this ____ day of June, 2019, and signed this ____ day of June, 2019.

CITY OF MARSHALLTOWN

Joel Greer, Mayor

Attest:

Shari L. Coughenour, City Clerk

APPROVE AMENDMENT NO. 7 TO
URBAN RENEWAL PLAN FOR URBAN
RENEWAL AREA NO. 3

422742-33

Marshalltown, Iowa

June 24, 2019

The City Council of the City of Marshalltown, Iowa, met on June 24, 2019, at 5:30 o'clock, p.m., at the Council Chambers, for the purpose of conducting a public hearing on a proposed urban renewal plan amendment. The Mayor presided and the roll being called the following members of the Council were present and absent:

Present: _____

Absent: _____

It was reported that notice of the intention of the Council to conduct a public hearing on Amendment No. 7 to the urban renewal plan for the Marshalltown Urban Renewal Area No. 3, related to City participation in the development of a commercial building, adding property to Marshalltown Urban Renewal Area No. 3 and describing projects that could be undertaken in the Area in the future, had been published according to law and as directed by the Council and that this is the time and place at which the Council shall receive oral or written comments from any resident or property owner of the City. All written comments, statements, and evidence heretofore filed were reported to the Council.

The following named persons presented oral comments, statements, or evidence; filed written comments or statements; or presented other exhibits:

(Here list all persons presenting written or oral statements or evidence.)

There being no further comments, or evidence offered, the Mayor announced the hearing closed.

Council Member _____ moved the adoption of a resolution entitled “A Resolution to Approve Amendment No. 7 to the urban renewal plan for the Marshalltown Urban Renewal Area No. 3”, seconded by Council Member _____. After due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted and signed approval thereto.

RESOLUTION NO. _____

A resolution to approve Amendment No. 7 to the urban renewal plan for the Marshalltown Urban Renewal Area No. 3

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

WHEREAS, Chapter 403 of the Code of Iowa requires that, before a city adds any property or any new urban renewal projects to an urban renewal plan, a city must amend the existing urban renewal plan to describe the new property and the new projects that are being added to that plan; and

WHEREAS, Amendment No. 7 to the urban renewal plan for the Urban Renewal Area (“Amendment No. 7”) has been prepared which proposes to add certain property to the Urban Renewal Area, describes various projects that could be undertaken in the Area using future incremental property tax revenues and describes a proposed economic development agreement between the City and TC Casady Property, LLC (the “Developer”), in connection with the development of a commercial building in the Urban Renewal Area, pursuant to which the City would rebate the incremental property taxes to be paid by the Developer, for a period of ten years, in an amount not to exceed \$250,000; and

WHEREAS, notice of a public hearing by the City Council of the City on the proposed Amendment No. 7 was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the Council has conducted said hearing; and

WHEREAS, copies of Amendment No. 7, notice of public hearing and notice of a consultation meeting with respect to Amendment No. 7 were sent to Marshall County and the Marshalltown Community School District; the consultation meeting was held and responses to any comments or recommendations received following the consultation meeting were made as required by law; and

WHEREAS, Amendment No. 7 was submitted to and reviewed by the City’s Plan and Zoning Commission;

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

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

A. Amendment No. 7 to the Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 3 conforms to the general plan of the City.

B. The projects described in Amendment No. 7 are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 2. Amendment No. 7, in the form presented to the City Council, is hereby made a part of this Resolution and is hereby in all respects approved.

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

Passed and approved June 24, 2019.

Mayor

Attest:

City Clerk

• • • • •

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTY OF MARSHALL
CITY OF MARSHALLTOWN

SS:

I, the undersigned, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City of Marshalltown, and that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with those records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with approving Amendment No. 7 to the urban renewal plan for Marshalltown Urban Renewal Area No. 3.

WITNESS MY HAND this ____ day of _____, 2019.

City Clerk

June 21, 2019

Shari Coughenour
City Clerk/City Hall
24 North Center Street
Marshalltown, Iowa 50158

Re: Amendment No. 7 to urban renewal plan for Marshalltown Urban Renewal Area
No. 3
Our File No. 422742-33

Dear Shari:

Enclosed are proceedings for use by your City Council at their meeting on June 24 to hold a public hearing and adopt a resolution to approve Amendment No. 7 to the urban renewal plan for Marshalltown Urban Renewal Area No. 3.

I have sent separate proceedings that cover the adoption of an ordinance related to designating the new taxable property for purposes of tax increment financing.

We will appreciate receiving executed copies of these proceedings as soon as they are available. Please contact me if you have any questions.

Sincerely,

Robert E. Josten

Cc by email: Jessica Kinser
Justin Yarosevich

**RESOLUTION SETTING PUBLIC HEARING FOR THE PURPOSE OF REVIEWING A \$500,000
IOWA ECONOMIC DEVELOPMENT AUTHORITY CDBG PROJECT APPLICATION**

WHEREAS the Council finds a public hearing is necessary for the review of a \$500,000 Iowa Economic Development Authority CDBG project application; and

WHEREAS the Council has found the public hearing is in the best interest of the city of Marshalltown, Iowa.

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

Section 1. The City Clerk is directed to publish the following notice in the Times Republican to satisfy publication requirements outlined in Iowa Code 362.3

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Marshalltown will be holding a public hearing at 5:30 p.m. on June 24, 2019 at the City Council Chambers at 36 N Center Street, Marshalltown for the purpose of reviewing a \$500,000 Iowa Economic Development Authority CDBG project application for the following activities: 1). Improve at least 5 owner occupied tornado damaged housing units, and 2). 4 homes loan buy down or single family home reconstruction. All the recipients of the assistance must have incomes less than 80% of the county median, as set by HUD. The public is invited to submit oral or written comments on the proposed project application. The Mayor of Marshalltown is the person authorized to receive and respond to citizen proposals, questions, and complaints concerning proposed activities. The person available and able to provide technical assistance to groups representative of low and moderate incomes in preparing and presenting their proposals for the request and use of federal funds is Michelle Spohnheimer, City of Marshalltown, 36 N Center Street, Marshalltown, IA 50158 641-754-5756.

/s/Shari Coughenour, Marshalltown City Clerk

Section 2. This Resolution is effective immediately upon signature by the Mayor.

Passed on this 10th day of June, 2019, and signed on this __ day of June, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

The Times-Republican Print Ad Proof

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Phone: (641) 754-5701 Solicitor: 20
Category: 10 Class: 1000 Rate: LE-0 Start: 6-7-2019 Stop: 6-7-2019
Lines: 45 Inches: 4.65 Words: 188

Credit Card: Expire:
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Cost: 19.62 Extra Charges: .00 Adjustments: .00
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PUBLIC NOTICE
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Marshalltown will be holding a public hearing at 5:30 p.m. on June 24, 2019 at the City Council Chambers at 36 N Center Street, Marshalltown for the purpose of reviewing a \$500,000 Iowa Economic Development Authority CDBG project application for the following activities: 1). Improve at least 5 owner occupied tornado damaged housing units, and 2). 4 homes loan buy down or single family home reconstruction. All the recipients of the assistance must have incomes less than 80% of the county median, as set by HUD. The public is invited to submit oral or written comments on the proposed project application. The Mayor of Marshalltown is the person authorized to receive and respond to citizen proposals, questions, and complaints concerning proposed activities. The person available and able to provide technical assistance to groups representative of low and moderate incomes in preparing and presenting their proposals for the request and use of federal funds is Michelle Spohnheimer, City of Marshalltown, 36 N Center Street, Marshalltown, IA 50158 641-754-5756.

Shari Coughenour
Marshalltown City Clerk
-----27224

#2019-

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF MARSHALLTOWN, IOWA, BY REPEALING CHAPTER 151, SECTIONS 151.001 THROUGH 151.003 THEREOF ENTITLED "BUILDING CODE," CONSISTING OF THE INTERNATIONAL BUILDING CODE (IBC), 2006 EDITION AS AMENDED; AND ENACTING AND ADOPTING A NEW CHAPTER 151, SECTIONS 151.001 THROUGH 151.003 IN LIEU THEREOF ENTITLED "BUILDING CODE," BEING THIS ORDINANCE HEREAFTER SET OUT, WHICH ADOPTS BY REFERENCE, WITH CERTAIN AMENDMENTS, THE INTERNATIONAL BUILDING CODE 2015 EDITION, INTERNATIONAL RESIDENTIAL CODE 2015 EDITION, AND THE INTERNATIONAL EXISTING BUILDING CODE PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., REGULATING BUILDING CONDITIONS AND REQUIREMENTS IN THE CITY OF MARSHALLTOWN, IOWA; AND CONTINUE A BUILDING DEPARTMENT AND PROVIDING FOR A BUILDING OFFICIAL THEREOF, AND DEFINING THEIR POWERS AND DUTIES IN THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREOF; AND BY REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THERE WITH.

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

Article I. Chapter 151 of the Code of Ordinances, City of Marshalltown, Iowa, is amended by striking Sections 151.001 through 151.003 and inserting in lieu thereof the following:

"CHAPTER 151"
BUILDING REGULATIONS; CONSTRUCTION

Sec. 151.001. Adoption of building code.

- a.) Procedure Approved. An ordinance, proposing the adoption of a building code and following notice and hearing as required by law, was duly adopted, and pursuant to published notice a public hearing was duly held.
- b.) Adoption of International Building Code. That after following the procedure required by law and after due consideration the International Building Code (IBC), the International Residential Code (IRC), and the International Existing Building Code (IEBC) as published by the International Code Council, 2015 Editions are adopted in full as the Building Code and Building Ordinance of the City of Marshalltown, Iowa except portions that are deleted, modified, or amended by this ordinance. From the effective date of this ordinance, all building and construction shall be performed in accordance with the provisions of said code, as modified or amended by this ordinance.
- c.) Enforcement and Penalty. It shall be unlawful for any person, firm, or corporation to erect, construct, enlarge, alter, move, remove, convert or demolish, occupy, or maintain any building or structure in the city, or cause such to be done contrary to or in violation of any provisions of the building code. Any buildings or additions to any buildings erected or in the process of erection contrary to

the provisions of the Building Code as amended shall, after notice and failure to comply, be deemed a nuisance and may be abated as such.

Sec. 151.002. Amendments, modifications, additions and deletions to building code.

The following amendments, modifications, additions and deletions to the 2015 IBC and the 2015 IRC and the 2015 IEBC are made:

Section 101.1 Title is amended to read as follows:

These regulations shall be known as the Building Code of the City of Marshalltown, hereinafter referred to as “this code”. Any reference to a Section number shall mean to this code unless stated otherwise.

Section 103.2 Appointment (IBC & IRC) are deleted.

Section 104.2 Applications and permits (IBC & IRC) is amended to read as follows”

The Building Official shall receive applications, review construction documents and issue permits for the erection and alteration of buildings and structures, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

1. To obtain a permit the applicant shall first file:
 - a) For the contractors required to be registered with the State of Iowa as a construction contractor, proof of registration must be presented to the Building Official or specified intergovernmental agency, if so designated by the Building Official.
 - b) All contractors requesting a building permit shall execute and file with the Marshalltown Building Official or specified intergovernmental agency, if so designated by the Building Official, a certificate of insurance written by a company authorized to transact business in the State of Iowa. Limits shall not be less than \$500,000.00 in personal injury or death and \$100,000.00 in property damage.
 - c) Certificate shall be written on a standard form and carrying an endorsement naming the City of Marshalltown, Iowa and its employees, or specified intergovernmental agency, if so designated by the Building Official, as additional insured, as its interest may appear and conditioned upon the faithful performance of all duties required of such contractor by any ordinances, rules, and regulations of the City. It shall be further a condition of said certificate of insurance, that the obligator will hold the City, or specified intergovernmental agency if so designated by the Building Official, harmless from any and all damages sustained by reason of neglect or incompetence on the part of such contractor, his/her agents or employees in the performance of the work done under a license or permit issued upon the filing of said certificate.

- d) The certificate of insurance shall be issued by December 31st of each year, and shall be refilled on or before said date for each subsequent year and shall be continuous full force and effect. It is the intent and purpose of said certificate of insurance to also bind the individual, company, firm, association or partnership, whether it is trade name, corporation, or other business association or arrangement with which the principal is associated.
 - e) Homeowners working in their own principal residence shall be exempt from filing said certificate.
2. Where a person desires to remodel or repair any residential building or structure of which they are the owner or owner of record:
- a) Such work may be done by a member of the household, without requiring the certificate of insurance otherwise required by this section.
 - b) Required permits shall be necessary for all remodel or repair work.
 - c) No owner or owner of record shall replace, remodel or repair any electrical or heating on any property that they are not the owner/occupant.
 - d) Plumbing in any building is required to be performed by a licensed plumbing contractor, licensed with the City of Marshalltown.

Section 105.2 Work exempt from permit (IBC & IRC) is amended to read as follows:

Delete references to electrical, plumbing, gas, and mechanical in this section.

Permits shall not be required for the following exemption from the permit requirements of this code, which shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any laws or ordinances of this jurisdiction.

Building

- a) One-story detached accessory buildings used as tool or storage sheds, playhouses and similar uses, provided the floor area is less than 120 square feet.
- b) Fences not over 6 feet (1829 mm) sidewalks and driveways high.
- c) Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II, or IIIA liquids.
- d) Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18,925 L) and the ratio of height to diameter or width does not exceed 2:1.
- e) Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or story below and not part of an accessory route.

- f) Painting, papering, tiling, and carpeting.
- g) Prefabricated swimming pools that are less than 24 inches (610 mm) deep, are not greater than 5,000 gallons (18,925 L) and are installed entirely above ground.
- h) Swings and other playground equipment accessory to a detached one and two family dwellings.
- i) Window awnings supported by an exterior wall that do not project more than 54 inches (1372 mm) from an exterior wall and do not require additional support.
- j) Nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

Section 105.8 (IBC) and R105.10 (IRC) Demolition permit required is added to read as follows:

A demolition permit shall be required for the removal of any building or structure, or the removal of any portion of a building.

Section 109.2 (IBC) and Section R108.2 (IRC) Schedule of fees is amended to read as follows:

Permits shall not be issued until the fees, as set forth and established by resolution of the City Council, have been paid. An amended or supplemental permit for additional construction shall not be issued until the fee(s) for the additional work have been paid.

Section 109.3 (IBC) and Section R108.3 (IRC) Building permit valuations is amended to read as follows:

The determination of value or valuations under any provision of this code shall be made by the Building Official. The value to be used in computing the building permit and building plan review fees shall be the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air-conditioning, elevators, fire extinguishing systems and any other permanent equipment. Valuations shall be established using square foot values with regional modifiers for the use and construction type most closely resembling those published by the International Code Council (ICC). Where no category resembles the proposed construction, a reasonable value will be assigned by the Building Official. The latest published valuations established by the ICC are hereby adopted and shall be reviewed and revised annually to incorporate newly published values. The Building Official shall correct the determination of value of work for which a permit is issued if such valuation appears to be in error or misstated. If the permit or plan review fees are reduced as a result of such correction, a refund may be issued to the applicant. If such fees are increased, the applicant shall pay all additional fees. Failure to pay such additional fees may result in revocation of any permit issued, or work stoppage as otherwise provided in this code.

Section 109.6 (IBC) and Section R108.5 (IRC) Refunds is amended to read as follows:

The Building Official may authorize the refunding of any fee paid hereunder, which was erroneously paid or collected. The Building Code Official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee, within one hundred eighty (180) days from the date of the fee payment.

Section 109.4 (IBC) and Section R108.6 Work commencing before permit issuance is amended to read as follows:

Any person who commences work on a building, structure, electrical, gas, mechanical, or plumbing system before obtaining the necessary permits shall be subject to an investigation fee equal to the amount of the permit fee if the permit were issued. This fee shall be collected whether or not a permit is issued. The payment of such fee shall not exempt any person from compliance with all other provisions of this code or from any penalty prescribed by law. Only the Building Official may reduce this fee, when demonstrated that an emergency existed, which required the work to be done without a permit.

Section 113 (IBC) and Section R112 (IRC) Board of Appeals is amended to read as follows:

In order to determine the suitability of alternative materials and types of construction, and to provide for reasonable interpretation of all the provisions of this code, there shall be and hereby enacted a Board of Appeals consisting of five members who are qualified by experience and training to pass upon matters pertaining to building construction. The Building Official shall be an ex-officio member and shall act as Secretary of the Board. The Board of appeals shall be appointed by the Mayor, subject to the approval of the City Council, and said Board shall render a decision within thirty days from the time any matter is submitted to it. The Board shall adopt reasonable rules and regulations for conducting its investigations and shall render all decisions and findings in writing to the Building Official with a duplicate copy to the appellant, and may recommend to the City Council such new legislation as is consistent therewith. The terms of each member shall be five years provided, however that the original appointments to the Board shall be as follows:

- a) One (1) member appointed for an initial one (1) year term.
- b) One (1) member appointed for an initial two (2) year term.
- c) One (1) member appointed for an initial three (3) year term.
- d) One (1) member appointed for an initial four (4) year term.
- e) One (1) member appointed for an initial five (5) year term.

The present existing Board shall continue under current appointments. The Board of Appeals shall have no authority relative to interpretation of the administrative portions of this code, nor shall the Board be empowered to waive requirements of this code.

Section 116 (IBC) Unsafe structures and equipment is deleted in its entirety. Refer to Chapter 151, Building Regulations; Dangerous Buildings of the City of Marshalltown Code of Ordinances.

Table R301.2 (1) (IRC) Climatic and geographic design criteria is amended to read as follows:

Ground Snow Load	30 PSF
Wind Speed	90 MPH
Seismic Design Category	A
Subject to Damage Weathering	Severe
Frost Line Depth	42" minimum
Termite	Moderate – Heavy
Decay	Slight – Moderate
Winter	- 5 degrees F
Ice Shield Underlay Req.	Yes
Flood Hazards	
NFIP	12/27/84
Firm Maps	04/17/84
Air Freeze Index	2500
Mean Annual Temp	48

Section 308.6.4 (IBC) Five or fewer persons receiving care in a dwelling unit is amended to read as follows:

A facility such as the above within a dwelling unit and having eight or fewer persons receiving custodial care shall be classified as a Group R-3 occupancy or shall comply with the International Residential Code.

Section 310.5 (IBC) Residential Group R-3 is amended to read as follows:

Residential Group R-3 occupancies where the occupants are primarily permanent in nature and not classified as Group R-1, R-2, R-4 or I, including:

- a) Buildings that do not contain more than two dwelling units.
- b) Boarding houses (nontransient) with 16 or fewer occupants.
- c) Boarding houses (transient) with 10 or fewer occupants.
- d) Care facilities as identified in Sections 308.3.4 or 308.4.2 that provide accommodations for five or fewer persons receiving care.
- e) Day care facilities as identified in section 308.6.4 located within single family dwellings with 8 or fewer persons receiving custodial care.
- f) Congregate living facilities (nontransient) with 16 or fewer occupants.
- g) Congregate living facilities (transient) with 10 or fewer occupants.

- h) Lodging houses with five or fewer guest rooms.

Section 310.5.1 (IBC) Care facilities within a dwelling is amended to read as follows:

Care facilities that are located within a single-family dwelling are permitted to comply with the International Residential Code in accordance with this section

Section 310.5.1.1 (IBC) 24-hour care facilities within a dwelling is added as follows:

Care facilities as identified in sections 308.3.4 or 308.4.2 that provide accommodations for 5 or fewer persons receiving custodial care in a single-family dwelling for 24-hours per day are permitted to comply with the International Residential Code provided an automatic sprinkler system is installed in accordance with Section 903.3.1.3 or Section P2904 of the International Residential Code.

Section 310.5.1.2 (IBC) Day care facilities within a dwelling is added as follows:

Day care facilities as identified in section 308.6.4 that provide custodial care for 8 or fewer persons for less than 24-hours per day in a single-family dwelling are permitted to comply with the International Residential Code.

Exception:

Day care facilities as identified in section 308.6.4 that provide custodial care for 16 or fewer persons for less than 24-hours per day in a single-family dwelling, and are registered with the State of Iowa Department of Human Services as child development homes on or before January 1, 2017, are permitted to comply with the International Residential Code.

Section R403.1.4.1 (IRC) Frost protection is amended by deleting listed exceptions and inserting in lieu of the following:

Exceptions:

- a) One story wood or metal frame building not used for human occupancy and not more than four hundred (400) square feet in floor area may be constructed with walls supported on a treated wood foundation plate when approved by the Building Official.
- b) A one story detached wood frame building which is not used for human occupancy and does not exceed one thousand (1,000) square feet in area including additions, may be constructed upon four (4) inch wire reinforced concrete slab without frost footings. Reinforcement of the slab shall be a minimum 6 x 6 x 10 welded mesh wire, or #4 deformed reinforcing bars at twenty-four (24) inches on center either way.

Section R404.1.1 (IRC) Design required is amended to read as follows:

1. The minimum height of the foundation wall shall be seven feet eight inches measured between the foundation plate and a concrete floor slab having a minimum thickness of three and one-half inches. If such floor slab is not provided, a specially designed means of providing lateral support at the bottom to the wall shall be required.
2. Hollow concrete masonry units shall be set in Type "M" or Type "S" mortar.
3. All footings shall be continuous cast in place concrete having a minimum compressive strength of 3,000 pounds per square inch at 28 days, and shall be reinforced longitudinally with not less than two one half inch diameter steel bar for one story of construction, and two one half inch diameter steel bars for two story construction.
4. Footing reinforcement shall be symmetrically placed and so located as to ensure no less than three inches of concrete cover on all sides.
 - a. Foundation walls having a nominal thickness of not less than twelve inches may be unreinforced. Other foundation walls shall comply with the following requirements:
 - i. The nominal thickness of concrete masonry units shall not be less than eight inches.
 - ii. When a foundation wall has a horizontal clear span or more than twelve feet between supporting cross wall or corners, fully grouted vertical reinforcing shall be provided in the center of said wall in the amount of 0.075 square inches of ASTM A615 grade 40 steel per lineal foot of wall. All reinforcing steel shall be deformed bars spaced no more than eight feet on center. All grout shall comply with this code.
 - iii. Cast in place plain concrete foundation wall constructed under the provisions of this subsection shall be of concrete having a minimum compressive strength at 28 days of not less than 3,000 pounds per square inch. All materials, proportioning, and placing shall conform to the requirements of this code.
 1. The minimum wall thickness shall be 7 ½ inches.
 2. Walls shall be reinforced with no less three one-half inch diameter deformed ASTM A615 grade 40 steel bars placed horizontally at the corner wall, with one bar located at the top, one located near mid-height, and one located near the bottom. Vertical bars need to be placed no more than four foot on center.
 3. Prior to backfilling operations the top and bottom of foundation walls shall be laterally supported.
 4. Bottom lateral support may consist of one of the following:
 - a. A nominal two inch by four inch keyway may be formed into the footing.
 - b. 36 inch #4 rebar may be embedded into the footing at not more than four foot on center.
 - c. Minimum 3 ½ inch thick interior cast in place concrete floor slab.

Section R405.1 (IRC) Foundation drainage is amended to read as follows:

1. Every building hereafter erected with a basement shall have a subsoil drainage system placed under the basement floor and surrounding the outer walls of the building, with the tile invert set a minimum of eight (8) inches below the elevation of the basement floor. Such subsoil drainage system shall discharge water therefrom into a receptacle inside the foundation wall. Such receptacle shall terminate at least twenty-four (24) inches below the bottom of the basement floor and shall be at least twenty-four (24) inches in diameter or twenty (20) inches square. Materials of the drainage system shall be made of open jointed, horizontally split, or perforated bituminized fiber, pipe, or perforated plastic pipe not less than four (4) inches in diameter. The receptacle of sump water shall be made of concrete pipe, plastic manufactured, or a material approved by the Building Official, and a sump pump of suitable capacity shall be provided.
2. Construction of the drainage system. Subsoil drainage tile shall be installed on stable soil with coarse gravel backfill, size $\frac{1}{2}$ inch to 2 $\frac{1}{2}$ inch, over tile or other material approved by the Building Official, and at least twelve (12) inches in depth. The joints of open tile shall be covered with an approved asphalt saturated felt paper. Backfill should be placed to the original soil wall, whichever is less, in no case less than twelve (12) inches.
3. Discharge of subsoil water collected by the subsoil drainage system shall be lifted by the use of a sump pump and shall be discharged outside of the foundation wall. The discharge pipe shall be a minimum of 1 $\frac{1}{4}$ inch rigid pipe. When subsoil drainage system is so installed as to provide natural drainage by gravity, the sump pump will not be required.
4. Required inspections. The Building Official, upon notification from the permit holder or his agent, shall make the following inspections and shall either approve the subsoil drainage system or shall notify the permit holder or his or her agent wherein the same fails to comply with this code. Subsoil drainage inspection shall be made before the excavated areas are covered. If subsoil drainage system is to be drained by natural gravity, the Building Official may require water to flow through the system as proof that said system is working properly. Subsoil water shall not drain into the sanitary sewer system.
5. Existing buildings. If subsoil water is present in existing buildings draining into the sanitary sewer, the City Engineer or the Superintendent of the Water Pollution Control Plant shall require such drainage system as may be deemed adequate to eliminate said water from draining into the sanitary sewer.

Section 423.4 (IBC) Group E Occupancies adds the following exception:

4. Existing schools undergoing alterations, additions, or construction of new accessory buildings.

Section 901.8 (IBC) Fire Sprinkler Riser Room is amended as follows:

A fire sprinkler riser room shall be separated from the electrical room. The riser room shall have no electrical panels, devices, or apparatus inside the room other than the outlets or support equipment (lighting, air compressor, and heater) required for the use of the fire sprinkler system and/or the fire alarm panel. The sprinkler riser room shall not be accessed from the electrical room, but the electrical room may be accessed from the fire riser room.

Section 903.2.8.5 (IBC) & Section 313.2 (IRC) Group R One - and Two-Family Dwellings is added as follows:

An automatic residential fire sprinkler system shall be installed in one and two-family dwellings.

Exceptions:

1. An automatic fire sprinkler system shall not be required where additions or alterations are made to existing buildings that are not already provided with an automatic residential fire sprinkler system.
2. One and two-family dwellings containing less than eight thousand (8,000) square feet of floor space, excluding attached garages and other unenclosed areas.

Section 903.4.2 (IBC) Alarms is amended as follows:

An approved weather proof audible device suitable for outdoor use with 110 candela visual signal shall be connected to every automatic sprinkler system. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Alarm devices shall be provided on the exterior of the building in an approved location. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

Section 907.2.2 (IBC) Group B is amended as follows:

A manual fire alarm system shall be installed in Group B occupancies where one of the following conditions exists:

1. The combined Group B occupant load of all floors is 500 or more.
2. The Group B occupant load is more than 100 persons above or below the lowest level of exit discharge.
3. The Group B fire area contains an educational occupancy for students above the twelfth (12th) grade with an occupant load greater than 50 persons.
4. The fire area contains an ambulatory care facility.

Section 907.2.3 (IBC) Group E is amended as follows:

In the absence of a complete automatic sprinkler system, a complete automatic detection system utilizing an emergency voice/alarm communication system shall be installed throughout the entire Group E occupancy. A Group E occupancy with a complete automatic sprinkler system shall be provided with a fire alarm system with a minimum of corridor smoke detection, at a maximum spacing of 30 feet on center, and heat or smoke detection in any hazardous or non-occupied area utilizing an emergency voice/alarm communication system in compliance with Section 907.5.2.2 and installed in accordance with Section 907.6. When automatic sprinkler systems or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system.

Exception:

1. Group E occupancies with an occupant load of less than 50.
2. Manual fire alarm boxes are not required in Group E occupancies where all of the following apply:
 - a. Interior corridors are protected by smoke detectors with alarm verification.
 - b. Auditoriums, cafeterias, gymnasiums and the like are protected by heat detectors or other approved detection devices.
 - c. Shops and laboratories involving dusts or vapors are protected by heat detectors or other approved detection devices.
 - d. Off-premises monitoring is provided.
 - e. The capability to activate the evacuation signal from a central point is provided.
 - f. In buildings where normally occupied spaces are provided with a two-way communication system between such spaces and a constantly attended receiving station from which a general evacuation alarm can be sounded, except in locations specifically designated by the fire code official.
 - g. Manual fire alarm boxes shall not be required in Group E occupancies where the building is equipped throughout with an approved automatic sprinkler system, the notification devices will activate on sprinkler water flow, and manual activation is provided from a normally occupied location.
 - h. Emergency voice/alarm communication systems meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall not be required in Group E occupancies with occupant loads of 100 or less, provided that activation of the fire alarm system initiates an approved occupant notification signal in accordance with Section 907.5.

Section 910.2.1 (IBC) Group F-1 or S-1 is amended as follows:

Smoke and heat vents installed in accordance with Section 910.3 or a mechanical smoke removal system installed in accordance with Section 910.4 shall be installed in buildings and portions thereof used as a Group F-1 or S-1 occupancy having more than 30,000 square feet (2787 m²) of undivided area. In occupied portions of a building equipped throughout with an automatic sprinkler system in accordance with 903.3.1.1, where the upper surface of the story is not a roof assembly, a mechanical smoke removal system in accordance with Section 910.4 shall be installed.

Exception:

Group S-1 aircraft repair hangars.

Section 915.1 (IBC) Carbon monoxide general is amended as follows:

Carbon monoxide detection shall be installed in new and existing buildings in accordance with Sections 915.1.1 through 915.6 and Iowa Administrative Code 661-211.

Section 1008.3.1 (IBC) Emergency power general is amended as follows:

In the event of the power supply failure in rooms and spaces that require two or more means of egress or are more than 400 square feet or greater, an emergency electrical system shall automatically illuminate all of the following areas:

1. Aisles.
2. Corridors.
3. Exit access stairways and ramps.

Section 1008.3.2 (IBC) Buildings is amended as follows:

In the event of the power supply failure in rooms and spaces that require two or more means of egress or are more than 400 square feet or greater, an emergency electrical system shall automatically illuminate all of the following areas:

1. Interior exit access stairways and ramps.
2. Interior and exterior exit stairways and ramps.
3. Exit passageways.
4. Vestibules and areas on the level of exit discharge used for exit discharge in accordance with Section 1028.1

5. Exterior landings as required by Section 1010.1.6 for exit doorways that lead directly to the exit discharge.

Section 1009.2 (IBC) Continuity and components is amended as follows:

Each required accessible means of egress shall be continuous to a public way and shall consist of one or more of the following:

1. Accessible route complying with Section 1104.
2. Interior exit stairways complying with Sections 1009.3 and 1023.
3. Exit access stairways complying with Section 1009.3 and 1019.3 or 1019.4.
4. Exterior exit stairways complying with Sections 1009.3 and 1027 and serving levels other than the level of exit discharge.
5. Elevators complying with Section 1009.4.
6. Platform lifts complying with Section 1009.5.
7. Horizontal exits complying with Section 1026.
8. Ramps complying with Section 1012.
9. Areas of refuge complying with Section 1009.6.
10. Exterior areas for assisted rescue complying with Section 1009.7 serving exits at the level of exit discharge.
11. Components of exterior walking surfaces shall be concrete, asphalt, or other approved hard surface.

Section 1010.1.6 (IBC) Landings at doors is amended as follows:

Landings shall have a width not less than the width of the stairway or door, whichever is greater. Doors in the fully open position shall not reduce a required dimension by more than 7 inches (178 mm). Where a landing serves an occupant load of 50 or more, doors in any position shall not reduce the landing to less than one-half its required width. Landings shall have a length measured in the direction of travel of not less than 44 inches (1118 mm). For landings required by Section 1010.1.5 to be the same elevation on each side of the door, exterior landings shall be provided with frost protection. **Exception:**

1. Landing length in the direction of travel in Groups R-3 and U and within individual units of Group R-2 need not exceed 36 inches (914 mm).

Section 1010.1.6.1 (IBC) Frost protection at exterior landings is added as follows:

Exterior landings at doors shall be provided with frost protection.

Section 1010.1.9.1 (IBC) Hardware is amended as follows:

Door handles, pulls, latches, locks, and operating devices on doors required to be accessible by Chapter 11 shall not require tight grasping, tight pinching or twisting of the wrist to operate. Thumb turn locks shall not be allowed.

Section 1013.1.1 (IBC) Additional exit signs is added as follows:

Exit signs may be required at the discretion of the Code Official to clarify an exit or exit access.

Section 1028.6 (IBC) Exit discharge pathway is added as follows:

Components of exterior walking surfaces shall be concrete, asphalt, or other approved hard surface.

Section 1029.1.1 (IBC) Bleachers is amended as follows:

Bleachers, grandstands, and folding and telescopic seating that are not building elements shall comply with International Code Council (ICC) 300, Standard for Bleachers, Folding and Telescopic Seating, and Grandstands, 2012 Edition, with the following amendments to ICC-300

ICC-300 105.2 Yearly inspection required. The owner shall cause all bleachers and folding and telescopic seating installed on or after December 1, 2011, to be inspected at least once a year in order to verify that the structure is maintained in compliance with the provisions of this standard. All folding and telescopic seating shall also be inspected to evaluate compliance with the manufacturer's installation and operational instructions during the opening and closing of such seating. Any inspection conducted in compliance with this section may be conducted by any knowledgeable person including, but not limited to, a person who has been instructed by the manufacturer or installer as to procedures and standards for inspections of the structure being inspected and including, but not limited to, the owner of the structure or an employee of the owner of the structure. There are no further restrictions on the identity or employment of the person conducting the inspection unless otherwise provided by law. The owner shall maintain documentation of the required annual inspections, which shall show the date and name of the person conducting the inspection and shall be initialed by the person conducting the inspection.

ICC-300 501.2 Inspections. All tiered seating that was installed prior to December 1, 2011, shall be inspected at least once a year. The required inspection may be conducted by any knowledgeable person including, but not limited to, a person who has been instructed by the manufacturer or installer as to procedures and standards for inspections of the structure being inspected and including, but not limited to, the owner of the structure or an employee of the owner of the structure. There are no further restrictions on the identity or employment of the person conducting the inspection unless otherwise provided by law. All folding and telescopic seating shall be inspected to evaluate compliance with the manufacturer's installation and operational instructions and shall be

inspected during the opening and closing of such seating. The owner shall maintain documentation of the required annual inspections, which shall show the date and name of the person conducting the inspection and shall be initialed by the person conducting the inspection.

Section 1030.5.3 (IBC) Window well drainage is added as follows:

All window wells shall be provided with approved drainage.

Section 1608.2 (IBC) Ground snow load is amended to read as follows:

The ground snow load to be used in determining the design snow load for roofs is hereby established at thirty (30) pounds per square foot. Subsequent increases or decreases shall be allowed as otherwise provided in this code, except that the minimum allowable flat roof load may not be reduced to not less than eighty (80) percent of the ground snow load.

Section 1809.5 (IBC) Frost protection is amended to read as follows:

Except where otherwise protected from frost, foundations and other permanent supports of buildings and structures shall be protected from frost by one or more of the following methods:

- a.) Extending below the frost line of the locality.
- b.) Constructing in accordance with ASCE 32.
- c.) Erecting on solid rock.

Exception: Free standing buildings meeting all of the following conditions shall not be required to be protected:

- a.) Detached garages, accessory to Group R-3 and R-3 occupancies and not meant for human occupancy.
- b.) 1,000 square feet or less in size and more than ten feet from a dwelling or attached garage may be provided with a floating slab which shall include a thickened slab edge of a minimum eight inches thick and tapered or squared from a width of six to 12 inches and have floors of Portland cement concrete not less than four inches thick.
- c.) Garage areas shall have all sod and debris removed before pouring.

Sec. 151.003. Deletions and miscellaneous provisions.

- a.) Delete in their entirety Chapters 27, 28, and 29 and all appendix chapters of the IBC.
- b.) Delete all appendix chapters of the International Existing Building Code (IEBC).

- c.) Delete any references of the International Plumbing Code and the International Electrical Code and substitute the Uniform Plumbing Code and National Electrical Code.
- d.) Copies of the IBC, IRC, and IEBC shall be kept available at the office of the Building Official or library for public inspection.
- e.) Structures existing prior to October 7, 1937, in which there is work involving additions, alterations or changes of occupancy, shall be made to conform to the requirements of the IBC (2015) and the IEBC (2015) as adopted by resolution of the city council. This shall apply to existing occupancies that will continue to be, or are proposed to be, in Groups A, B, E, F, M, R, S, and U. These provisions shall not apply to buildings with occupancies in the Group H or I.
- f.) It shall be unlawful for any person, firm, or corporation to erect, construct, enlarge, alter, move, remove, convert or demolish, equip, use, or maintain any building or structure in the city, or cause the same to be done, contrary to or in violation of any of the provisions of this code.
- g.) Any building or additions to any building erected or in the process of erection, contrary to the provisions of the Building Code as herein amended, shall after notice and failure to comply, be deemed a nuisance and may be abated as such.

Article II. Any previous amendments thereto, which are inconsistent with the attachment are hereby specifically repealed and the attachment is enacted as a substitute therefore.

Article III. The public hearing required on this amendment shall be held in the Council Chambers of City Hall, 24 N. Center Street, Marshalltown, Iowa at 5:30 p.m. local time, on the 22nd day of July, 2019, 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 in Marshalltown, Marshall County, Iowa, not less than 4 days nor more than 10 days prior to the date of public hearing fixed herein.

Article IV. This ordinance shall be in full force and effect from and after public notice of hearing on this amendment has been duly given as required by 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 July, 2019, and signed this ____ day of July, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

#2019-

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF MARSHALLTOWN, IOWA, BY REPEALING CHAPTER 91 THERE OF ENTITLED "FIRE PREVENTION CODE," CONSISTING OF THE INTERNATIONAL FIRE CODE (IFC), 2006 EDITION AS AMENDED; AND ENACTING AND ADOPTING A NEW CHAPTER 91 IN LIEU THEREOF ENTITLED "FIRE PREVENTION CODE," BEING THIS ORDINANCE HEREAFTER SET OUT, WHICH ADOPTS BY REFERENCE, WITH CERTAIN AMENDMENTS, THE INTERNATIONAL FIRE CODE 2015 EDITION, INCLUDING APPENDICES A, B, C, D, E, F, G, H, I, J, K, L, AND M AND PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., REGULATING CONDITIONS HAZARDOUS TO LIFE AND/OR PROPERTY FROM FIRE OR EXPLOSION IN THE CITY OF MARSHALLTOWN, IOWA; AND CONTINUE A BUREAU OF FIRE PREVENTION AND PROVIDING OFFICERS THEREOF, AND DEFINING THEIR POWERS AND DUTIES IN THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREOF; AND REGULATION THE PROHIBITION, STORAGE, HANDING AND USE OF FLAMMABLE OR COMBUSTIBLE OR HAZARDOUS MATERIAL, AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF; AND BY REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THERE WITH.

WHEREAS the City of Marshalltown Fire Department reviews fire regulations as necessary and recommends approval of the International Fire Code, 2015 Edition (hereinafter to be known as the **IFC**), including Appendices A, B, C, D, E, F, G, H, I, J, K, L, and M as published by the International Code Council, Inc. in cooperation with the International Conference of Building Officials of Whittier, California. The provisions of said fire code shall be controlling for the safeguarding of life and property from the hazards of fire and explosion arising from the storage, handling and using of hazardous substances, materials, and devices, and from conditions hazardous to life or property in the use of occupancy of buildings or premises and in all matters covered by said Fire Code within the corporate limits of the City of Marshalltown, Iowa, and shall be known as the Marshalltown Fire Code.

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

Article I. Chapter 91 of the Code of Ordinances, City of Marshalltown, Iowa, is amended by striking Sections 91.001 through 91.002 and Sections 91.020 through 91.026 inserting in lieu thereof the following:

"CHAPTER 91"
FIRE CODE

Sec. 91.001. Adoption of fire prevention code.

Unless specifically provided for in other codes or city ordinances, the International Fire Code, 2015 Edition (hereinafter to be known as the **IFC**), including Appendices A,B, C, D, E, F, G, H, I, J,K, L, and M as published by the International Code Council, Inc. in cooperation with the International Conference of Building Officials of Whittier, California, and except as modified as to portions thereof as are deleted, substituted, redefined or inserted in this article, is adopted by reference, is on file with the city clerk and is fully incorporated as the Fire Prevention Code of the city. The provisions of said Fire Code shall be controlling for the safeguarding of life and property from the hazards

substances, materials, and devices, and from conditions hazardous to life or property in the use of occupancy of buildings or premises and in all matters covered by said Fire Code within the corporate limits of the City of Marshalltown, Iowa, and shall be known as the Marshalltown Fire Code.

Sec. 91.002. Amendments, definitions, substitutions or deletions.

The Fire Prevention Code adopted in section 91.001 is amended in the following respects:

Section 101.1 Title is amended to read as follows:

These regulations shall be known as the Fire Code of Marshalltown, hereinafter referred to as “this code”. Any reference to a Section number shall mean to this code unless stated otherwise.

Section 105.1.1 Permits required is amended to read as follows:

A property owner or owner’s authorized agent who intends to conduct an operation or business, or install or modify systems and equipment that are regulated by this code, or cause any such work to be performed, shall first make application to the fire code official and obtain the required permits. The minimum permit fee shall be established by Resolution of the City Council without amending this ordinance.

Section 109.4 Violation penalty is amended to read as follows:

Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a municipal infraction, punishable as outlined in Section 10.999(c), Code Of Ordinances for the City of Marshalltown. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 307.1 Open burning – General is amended to read as follows:

A person shall not kindle or maintain or authorize to be kindled or maintained any open burning unless conducted and approved in accordance with Sections 307.1.1 through 307.5 and Section 91.020 of the Marshalltown City Code.

Section 308.1.4 Open-flame cooking device is amended to read as follows:

Charcoal burners, other open-flame cooking devices, and other devices that produce ashes or embers shall not be operated on balconies or within 20 feet (3048 mm) of combustible construction. Location of LP containers shall comply with Section 6104.

Exceptions:

1. One and two-family dwellings, constructed in accordance with the International Building Code.
2. LP-gas cooking devices having LP-gas container with a water capacity not greater than 20 pounds.

Section 315.3.3 Equipment room is amended as follows:

Combustible material shall not be stored in boiler rooms, mechanical rooms, and electrical rooms or in fire command centers as specified in Section 508.1.5.

Exception:

1. In sprinklered equipment rooms that have sufficient space to allow a minimum of 10 feet between all combustible storage and the heating, mechanical, or electrical equipment in the room.

Table 405.2 Fire and Evacuation Drill Frequency and Participation is amended as follows:

<u>GROUP OR OCCUPANCY</u>	<u>FREQUENCY</u>	<u>PARTICIPATION</u>
Group A	Quarterly	Employees
Group B(c)	Annually	Employees
Group E	See (a) below	All occupants
Group I	Quarterly on each shift	Employees
Group I-1(b) and Group R-4	Quarterly	All occupants
Group R-1	Quarterly on each shift	Employees
Group R-2(d)	Four annually	All occupants
High-rise	Annually	Employees

- a. Quarterly (4 fire and four tornado) in accordance with Iowa Code Chapter 100. In severe climates, the fire code official shall have the authority to modify the emergency evacuation drill frequency.
- b. Fire and evacuation drills in assisted living facilities shall include complete evacuation of the premises in accordance with Section 403.10.3.6. Drills shall be conducted not less than six times per year on a bi-monthly basis, with not less than two drills conducted during the night when residents could reasonably be expected to be sleeping. The drills shall be permitted to be announced in advance to the residents. Where occupants receive habilitation or rehabilitation training, fire prevention and fire safety practices shall be included as part of the training.
- c. Group B buildings that have an occupant load of 500 or more persons or more than 100 persons above or below the lowest level of discharge.
- d. Applicable to Group R-2 college and university buildings in accordance with Section 403.10.2.

Section 503.2.1 Dimensions is amended as follows:

Fire apparatus roads shall have an unobstructed width of not less than 20 feet (6096 mm) exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 14 feet (4268 mm).

Section 505.1 Address identification is amended as follows:

New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible the street or road fronting the property. These numbers shall be black or white and shall contrast with their background. Where required by the fire code official, address numbers shall be provided in greater dimension or additional approved locations to facilitate emergency response. Address numbers shall be Arabic numbers or alphabetical letters. Numbers and letters shall be a minimum height and stroke width as delineated by Table 505.1. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole, or other sign shall be used to identify the structure. Address number shall be maintained.

Table 505.1 Minimum height and stroke width is added as follows:

Table 505.1

Minimum Height and Stroke Width (a, b)

Distance from the centerline of the public way (ft)		Minimum Height (in)	Minimum Stroke Width (in)
Less than 100		4	1/2"
100	199	6	3/4"
200	299	8	1
Each additional 100		Add 2"	Add 1/2"

- a. Exterior suite identification, minimum height shall be 4 inches and stroke width shall be 1/2 inch
- b. Interior suite identification, minimum height shall be 2 inches and stroke width shall be 1/2 inch.

Section 507.5.1 Hydrant for fire department connections is amended as follows:

Buildings equipped with a fire department connection installed in accordance with Section 912 shall have a fire hydrant located on a fire access road within 100 feet (30 m) of the fire department connection as measured by an approved route around the exterior of the building.

Exception:

The distance shall be permitted to exceed 100 feet (30 m) where approved by the fire code official.

Section 511 Fire and emergency vehicle lane is added.

Section 511.1 General is added as follows:

Fire and emergency vehicle lanes shall be provided and maintained in accordance with Section 511.1 through 511.6 and referred to as fire lanes in this ordinance.

Section 511.2 Purpose is added as follows:

The requirement that Fire Lanes be established in certain areas and the enforcement of restrictions on parking in such Fire Lanes established in this Chapter are designed to ensure adequate access to commercial, office, multi-family, and other high density facilities by fire-fighting and other emergency vehicles.

Section 511.3 Designation is added as follows:

The Fire Code Official may designate fire lanes on public and private property as deemed necessary for the protection of life and property.

Section 511.4 Obstruction is added as follows:

No person shall park or place a vehicle or other obstruction in a designated fire lane that would prevent such fire lane from being immediately accessible to emergency vehicles, or deter or hinder emergency vehicles from gaining immediate access to the fire lane. A written request for a temporary obstruction of a fire lane shall be submitted to the fire code official for approval.

Section 511.5 Signs and markings is added as follows:

Whenever a fire lane has been designated, the fire code official shall cause appropriate signs and markings to be placed identifying such fire lanes. Signs and markings shall be maintained in a clean and legible condition at all times and shall be replaced or repaired to provide adequate visibility. Fire lanes may be established or relocated at the time of plan review, site inspection, and/or during post construction site inspection, as well as any time during the life of the occupancy. All designated fire lanes shall be clearly marked in the following manner:

1. Vertical curbs shall be painted red on the top and side, extending the length of the designated fire lane. Rolled curbs or surfaces without curbs shall have a red (6) inch wide stripe painted the length of the designated fire lane. One of the following lettering methods shall be utilized:
 - a. The words “NO PARKING – FIRE LANE” shall be stenciled with three (3) inch white letters and a minimum three-quarter (3/4) inch stroke on the face of the curbing, or in the absence of vertical curbing, on the painted red stripe. Spacing shall be at fifty (50) foot intervals or portions thereof
2. Signage identifying fire lanes shall conform with the following:
 - a. Eighteen (18) inches tall and twelve (12) inches wide with red letters on a white reflective background.
 - b. Verbiage to read “Fire Lane – No Parking”.
 - c. Signs shall be placed two (2) to four (4) feet from the edge of the fire lane with the bottom of the sign no less than five (5) feet from the ground and spaced every one-hundred (100) feet.

- d. Sign may be placed on a building when approved by the fire code official.

Section 604.8 Shutdown of emergency and standby power is added as follows:

In addition to the requirements of NFPA 110 for a remote manual stop, a switch of an approved type shall be provided to shut down the generator. The switch shall be provided at a location approved by the fire code official.

Section 604.9 Emergency generator sign is added as follows:

Main electrical disconnects and main breaker panels supplied by the generator shall be provided with approved signs. Additionally, doors accessing emergency and standby power systems shall be provided with approved signs. Approved signs shall contain the word "CAUTION" in black letters at least two (2) inches high on a yellow background. Signs shall be placed so as to be readily discernible.

Section 609.1 General is amended as follows:

Commercial kitchen exhaust hoods shall comply with the requirements of National Fire Protection Association (NFPA) 96, Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations, 2017 edition.

Section 703.2.3 Door operation is amended as follows:

Swinging fire doors shall close from the full open position and latch automatically. The door closer shall:

1. Exert enough force to close and latch the door from any partially open position.
2. Be Underwriters Laboratory (UL) listed and of hydraulic type, spring type shall not be allowed.

Section 807.5.2.1 Storage in corridors and lobbies is amended as follows:

Clothing and personal effects shall not be stored in corridors and lobbies.

Exceptions:

1. Corridors protected by an approved automatic sprinkler system installed in accordance with Section 907.3.3.1.
2. Storage in metal lockers provided the minimum required egress width is maintained.

Section 901.4.6.1 Fire sprinkler riser room is added as follows:

A fire sprinkler riser room shall be separate from the electrical room. The riser room shall have no electrical panels, devices, or apparatus inside the room other than the outlets or support equipment (lighting, air compressor, and heater) required for the use of the fire

sprinkler system and/or the fire alarm panel. The sprinkler riser room shall not be exclusively accessed from the electrical room, but the electrical room may be accessed from the riser room.

Section 903.2.8.5 Residential Sprinkler is added as follows:

An automatic residential fire sprinkler system shall be installed in one and two-family dwellings.

Exceptions:

1. An automatic fire sprinkler system shall not be required where additions or alterations are made to existing buildings that are not already provided with an automatic residential fire sprinkler system.
2. One and two-family dwellings containing less than eight thousand (8,000) square feet of floor space, excluding attached garages and other unenclosed areas.

Section 903.4.2 Alarms is amended as follows:

An approved weather-proof audible device suitable for outdoor use with 110 candela visual signal shall be connected to every automatic sprinkler system. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice installed in the system. Alarm devices shall be provided on the exterior of the building in an approved location. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

Section 907.2.2 Group B is amended as follows:

A manual fire alarm system shall be installed in Group B occupancies where one of the following conditions exists:

1. The combined Group B occupant load of all floors is 500 or more.
2. The Group B occupant load is more than 100 persons above or below the lowest level of exit discharge.
3. The Group B fire area contains an educational occupancy for students above the twelfth (12th) grade with an occupant load greater than 50 persons.
4. The fire area contains an ambulatory care facility.

Section 907.2.3 Group E is amended as follows:

In the absence of a complete automatic sprinkler system, a complete automatic detection system utilizing an emergency voice/alarm communication system shall be installed throughout the entire Group E occupancy. A Group E occupancy with a complete

automatic sprinkler system shall be provided with a fire alarm system with a minimum of corridor smoke detection, at a maximum spacing of 30 feet on center, and heat or smoke detection in any hazardous or non-occupied area utilizing an emergency voice/alarm communication system in compliance with Section 907.5.2.2 and installed in accordance with Section 907.6. When automatic sprinkler systems or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system.

Exception:

1. Group E occupancies with an occupant load of less than 50.
2. Manual fire alarm boxes are not required in Group E occupancies where all of the following apply :
 - a. Interior corridors are protected by smoke detectors with alarm verification.
 - b. Auditoriums, cafeterias, gymnasiums and the like are protected by heat detectors or other approved detection devices.
 - c. Shops and laboratories involving dusts or vapors are protected by heat detectors or other approved detection devices.
 - d. Off-premises monitoring is provided.
 - e. The capability to activate the evacuation signal from a central point is provided.
 - f. In buildings where normally occupied spaces are provided with a two-way communication system between such spaces and a constantly attended receiving station from which a general evacuation alarm can be sounded, except in locations specifically designated by the fire code official.
 - g. Manual fire alarm boxes shall not be required in Group E occupancies where the building is equipped throughout with an approved automatic sprinkler system, the notification devices will activate on sprinkler water flow, and manual activation is provided from a normally occupied location.
 - h. Emergency voice/alarm communication systems meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall not be required in Group E occupancies with occupant loads of 100 or less, provided that activation of the fire alarm system initiates an approved occupant notification signal in accordance with Section 907.5.

Section 915.1 Carbon monoxide general is amended as follows:

Carbon monoxide detection shall be installed in new and existing buildings in accordance with Sections 915.1.1 through 915.6, Section 1103.9, and Iowa Administrative Code 661-211.

Section 1003.8 Frost protection is added as follows:

Exterior landings at doors shall be provided with frost protection.

Section 1008.3.1 General is amended as follows:

In the event of the power supply failure in rooms and spaces that require two or more means of egress or are more than 400 square feet or greater, an emergency electrical system shall automatically illuminate all of the following areas:

1. Aisles.
2. Corridors.
3. Exit access stairways and ramps.

Section 1008.3.2 Buildings is amended as follows:

In the event of the power supply failure in rooms and spaces that require two or more means of egress or are more than 400 square feet or greater, an emergency electrical system shall automatically illuminate all of the following areas:

1. Interior exit access stairways and ramps.
2. Interior and exterior exit stairways and ramps.
3. Exit passageways.
4. Vestibules and areas on the level of exit discharge used for exit discharge in accordance with Section 1028.1
5. Exterior landings as required by Section 1010.1.6 for exit doorways that lead directly to the exit discharge.

Section 1009.2 Continuity and components is amended as follows:

Each required accessible means of egress shall be continuous to a public way and shall consist of one or more of the following:

1. Accessible route complying with Section 1104.
2. Interior exit stairways complying with Sections 1009.3 and 1023.
3. Exit access stairways complying with Section 1009.3 and 1019.3 or 1019.4.
4. Exterior exit stairways complying with Sections 1009.3 and 1027 and serving levels other than the level of exit discharge.

5. Elevators complying with Section 1009.4.
6. Platform lifts complying with Section 1009.5.
7. Horizontal exits complying with Section 1026.
8. Ramps complying with Section 1012.
9. Areas of refuge complying with Section 1009.6.
10. Exterior areas for assisted rescue complying with Section 1009.7 serving exits at the level of exit discharge.
11. Components of exterior walking surfaces shall be concrete, asphalt, or other approved hard surface.

Section 1010.1.6. Landings at doors is amended as follows:

Landings shall have a width not less than the width of the stairway or door, whichever is greater. Doors in the fully open position shall not reduce a required dimension by more than 7 inches (178 mm). Where a landing serves an occupant load of 50 or more, doors in any position shall not reduce the landing to less than one-half its required width. Landings shall have a length measured in the direction of travel of not less than 44 inches (1118 mm). For landings required by Section 1010.1.5 to be the same elevation on each side of the door, exterior landings shall be provided with frost protection.

Exception:

1. Landing length in the direction of travel in Groups R-3 and U and within individual units of Group R-2 need not exceed 36 inches (914 mm).

Section 1010.1.6.1 Frost protection at exterior landings is added as follows:

Exterior landings at doors shall be provided with frost protection.

Section 1010.1.9.1 Hardware is amended as follows:

Door handles, pulls, latches, locks, and operating devices on doors required to be accessible by Chapter 11 shall not require tight grasping, tight pinching or twisting of the wrist to operate. Thumb turn locks shall not be allowed.

Section 1028.6 Exit discharge pathway is added as follows:

Components of exterior walking surfaces shall be concrete, asphalt, or other approved hard surface.

Section 1029.1.1 Bleachers is amended as follows:

Bleachers, grandstands, and folding and telescopic seating that are not building elements shall comply with International Code Council (ICC) 300, Standard for Bleachers, Folding and Telescopic Seating, and Grandstands, 2012 Edition, with the following amendments

to ICC-300

ICC-300 105.2 Yearly inspection required. The owner shall cause all bleachers and folding and telescopic seating installed on or after December 1, 2011, to be inspected at least once a year in order to verify that the structure is maintained in compliance with the provisions of this standard. All folding and telescopic seating shall also be inspected to evaluate compliance with the manufacturer's installation and operational instructions during the opening and closing of such seating. Any inspection conducted in compliance with this section may be conducted by any knowledgeable person including, but not limited to, a person who has been instructed by the manufacturer or installer as to procedures and standards for inspections of the structure being inspected and including, but not limited to, the owner of the structure or an employee of the owner of the structure. There are no further restrictions on the identity or employment of the person conducting the inspection unless otherwise provided by law. The owner shall maintain documentation of the required annual inspections, which shall show the date and name of the person conducting the inspection and shall be initialed by the person conducting the inspection.

ICC-300 501.2 Inspections. All tiered seating that was installed prior to December 1, 2011, shall be inspected at least once a year. The required inspection may be conducted by any knowledgeable person including, but not limited to, a person who has been instructed by the manufacturer or installer as to procedures and standards for inspections of the structure being inspected and including, but not limited to, the owner of the structure or an employee of the owner of the structure. There are no further restrictions on the identity or employment of the person conducting the inspection unless otherwise provided by law. All folding and telescopic seating shall be inspected to evaluate compliance with the manufacturer's installation and operational instructions and shall be inspected during the opening and closing of such seating. The owner shall maintain documentation of the required annual inspections, which shall show the date and name of the person conducting the inspection and shall be initialed by the person conducting the inspection.

Section 1030.5.3 Window well drainage is added as follows:

All window wells shall be provided with approved drainage.

Section 1103.7.1 Existing Group E shall be amended as follows:

Existing Group E occupancies shall be provided with a fire alarm system utilizing an emergency voice/alarm communication system in conjunction with Section 907.5.2.2 and installed in accordance with Section 907.6. As a minimum, smoke detection shall be provided in corridors at a maximum spacing of 30 feet on center, and heat or smoke detection shall be provided in any hazardous or non-occupied areas.

Exceptions:

1. A building with a maximum area of 1,000 square feet that contains a single classroom and is located no closer than 50 feet of another building.
2. Group E occupancy with an occupant load of less than 50.

3. Emergency voice/alarm communication systems meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall not be required in Group E occupancies with occupant loads of 100 or less, provided the activation of the fire alarm system initiates an approved notification signal in accordance with Section 907.5.

Section 1103.8 Single and multiple-station smoke alarms is amended as follows:

Single and multiple-station smoke alarms shall be installed in existing Group I-1 and R occupancies in accordance with Sections 1103.8.1 through 1103.8.4.

Section 1103.8.4 Smoke alarm service life is added as follows:

Single-station battery operated smoke alarms shall be replaced in accordance with the manufacturer's instructions.

Section 1103.9 Carbon monoxide alarms is amended as follows:

Existing I-1, I-2, I-4, and R occupancies shall be equipped with carbon monoxide alarms in accordance with Section 915 and Iowa Administrative Code 661-211.

Section 1107 Requirements for fuel fired appliances is added.

Section 1107.1 Protection of fuel fired appliances is added as follows:

Where required or upon notification from the fire code official an existing building or tenant space containing a fuel fired appliance(s) shall be protected as required in Table 509, Incidental Uses, in the International Building Code 2015 edition.

Chapter 38 Special Events is added.

Section 3801 General is added.

Section 3801.1 Scope is added as follows:

Special events including trade shows and exhibitions, outdoor assembly events, and special amusement buildings shall comply with this chapter and Section 1028. Temporary indoor vehicle displays and vehicle competition or demonstrations shall comply with this chapter and Section 314.

Section 3801.2 Site plan is added as follows:

A detailed site plan shall be submitted to the fire code official with each permit application for approval. Permit application and site plan shall be submitted a minimum of 30 business days prior to the event. Site plans shall include, but not be limited to:

1. Location of fencing or means to confine attendees.

2. The means of egress.
3. Location and width of exits and aisles.
4. Location of exit signs.
5. Total square footage of the enclosed space.
6. Location and arrangement of all tents, booths, and cooking equipment.
7. Location of all fire protection equipment.
8. Type and location of heating and electrical equipment where applicable.
9. Location of fire and emergency service access roads where applicable.

Section 3802 General Requirements is added.

Section 3802.1 Access for firefighting and medical services is added as follows:

Approved vehicle access for firefighting and medical services shall be provided in accordance with Sections 503 and 512.

Section 3802.2 Combustible storage is added as follows:

Combustible materials stored at special events shall be stored in approved locations and containers.

Section 3802.3 Fire protection equipment clearance is added as follows:

Clearance around all fire protection equipment shall be in accordance with Section 507.5.4 and 507.5.5.

Section 3802.4 Fire extinguishers is added as follows:

Fire extinguishers shall be in accordance with Section 906 and NFPA 10.

Section 3802.5 Fire watch is added as follows:

Fire watch, if required, shall be in accordance with Section 403.12.1.

Section 3802.6 Housekeeping is added as follows:

The special event area and related areas shall be kept free from combustible debris.

Section 3802.7 LP-gas heater is added as follows:

Fuel supplies for liquefied-petroleum gas-fires heaters shall comply with Chapter 61 of the International Fire Code.

Section 3802.8 Open flame device is added as follows:

Open flame devices shall comply with Section 308.

Section 3802.8 Waste disposal is added as follows:

Combustible debris shall not be allowed to accumulate at special events. Combustible debris, rubbish, and waste material shall be removed from special events at the end of each shift worked. Combustible debris, rubbish, and waste material shall not be disposed of by burning on the site.

Section 3803 Trade shows and exhibitions is added.

Section 3803.1 General is added as follows:

Trade shows and exhibitions conducted within any occupancy shall comply with Chapter 38.

Section 3803.2 Vehicles is added as follows:

Liquid and gas fueled and electric vehicles, boats, or other motor-craft and equipment used for display or demonstration within a building shall be in accordance with Section 314.

Section 3803.3 Means of egress is added as follows:

Means of egress shall comply with this section and the requirements of Chapter 10.

Section 3803.4 Travel distance is added as follows:

The maximum travel distance from any point in an exhibit to an exit access aisle shall not exceed 50 feet.

Section 3803.5 Aisle width is added as follows:

Minimum aisle width inside a trade show or exhibition shall comply with the following:

<u>Square Footage of Exhibition</u>	<u>Minimum Aisle Width</u>
Less than 5,000 square feet	6 feet
5,000 to 15,000 square feet	8 feet
Greater than 15,000 square feet	10 feet

Section 3803.5.1 Obstructions is added as follows:

Aisles shall be kept clear of all obstructions, including but not limited to, fixtures and displays of goods for sale, chairs, tables, products, and displays.

Section 3803.5.2 Exit signs is added as follows:

Exit signs shall be visible from all locations in the occupancy.

Section 3803.6 Demonstration cooking and warming equipment or devices is added as follows:

Equipment and devices shall be isolated from the public by not less than 4 feet or by a non-combustible 3-sided barrier between the equipment and the public.

Section 3803.6.1 Protection is added as follows:

Single-well cooking equipment using combustible oils shall meet the following:

1. A noncombustible lid of sufficient size to cover the cooking well completely shall be immediately available.
2. The cooking surface shall not exceed 288 square inches.
3. The equipment shall be placed on a noncombustible surface.
4. Cooking equipment shall be separated from combustible materials by a horizontal distance of at least 2 feet.

Section 3803.6.2 Butane is added as follows:

Butane for cooking equipment shall be limited to one 10 ounce cylinder and one spare of the same size in storage, per appliance.

Section 3804 Outdoor assembly events is added.

Section 3804.1 General is added as follows:

Outdoor assembly events shall be in accordance with Section 3804 and Chapter 10.

Section 3804.2 Occupant load is added as follows:

The fire code official shall establish an occupant load for the event site.

Section 3804.3 Exits is added as follows:

Exits shall comply with Chapter 10 and be as remote from each other as practical and shall be provided as follows:

<u>Occupant Load</u>	<u>Minimum Number of Exits</u>
1 to 500	2
501 to 1,000	3
1,001 to 1,500	4
Each additional 500	Add 36 additional inches of exit width

Section 3804.4 Exit Width is added as follows:

The aggregate clear width of exits shall be a minimum of 36 inches wide for each 500 persons accommodated.

Section 3804.5 Exit sign is added as follows:

Exits shall be identified with signs. The signs shall be weather-resistant with lettering on a contrasting background. The lettering shall be of sufficient height to be visible from 75 feet. Placement of exit signs shall be approved by the fire code official.

Section 3804.6 Concession stands, food booths, and retail booths is added.

Section 3804.6.1 General is added as follows:

Concession stands, food booths, and retail booths shall be in accordance with Section 3804.6.

Section 3804.6.2 Distances is added as follows:

A minimum of 20 feet shall be provided between every 150 linear feet of booth space. A minimum of 30 feet shall be provided between booths used for cooking and vehicles, generators, or any other internal combustion engines. A minimum of 30 feet shall be provided between booths used for cooking and amusement rides.

Section 3804.6.3 Cooking appliances and devices is added as follows:

Cooking equipment and devices shall be isolated from the public by not less than 4 feet or by a non-combustible 3-sided barrier between the equipment and the public. Single-well cooking equipment using combustible oils shall meet the following:

1. A noncombustible lid of sufficient size to cover the cooking well completely shall be immediately available.
2. The cooking surface shall not exceed 288 square inches.
3. The equipment shall be placed on a noncombustible surface.

4. Cooking equipment shall be separated from combustible materials by a horizontal distance of at least 2 feet.

Section 3804.6.4 Liquefied petroleum gas (LP-gas) is added as follows:

LP-gas shall be in accordance with Chapter 61 and NFPA 58.

Section 3804.6.5 Maximum number and quantity is added as follows:

A maximum of a total aggregate water capacity of 50 gallons of LP-gas is permitted at one concession stand or booth used for cooking.

Section 3804.6.6 Storage of containers is added as follows:

LP-gas containers shall be stored in accordance with Chapter 61.

Section 3804.6.7 Generators /electrical is added as follows:

Generators shall be installed at least 10 feet from combustible materials and shall be isolated from the public by physical guard, fence, or enclosure installed at least 3 feet away from the power source, and be provided with a fire extinguisher per Section 906 and NFPA 10.

Section 3805 Mobile food vehicles is added.

Section 3805.1 General is added as follows:

Mobile food vehicles which are temporarily or permanently stored on a property where food items are processed or prepared and sold to the public shall comply with this section.

Exception:

Food peddlers operating a retail food establishment from a vehicle designated to be readily movable in which food is sold or given away, but not composed, compounded, thawed, reheated, cut, cooked, processed or prepared.

Section 3805.2 Type I hood is added as follows:

A type I hood shall be installed at or above all commercial cooking equipment and domestic cooking appliances used for commercial purposes that produce grease vapors.

Section 3805.2.1 Maintenance is added as follows:

Hoods shall be inspected, tested, and maintained in accordance with this code.

Section 3805.2.2 Inspection and tests is added as follows:

Kitchen hood extinguishment systems shall be inspected and tested annually by a State if Iowa licensed fire protection contractor. Mobile food vehicles shall be inspected annually by the fire code official for compliance with this section. Inspection shall occur in conjunction with annual Peddler/Solicitor/Transient Merchant application process.

Section 3805.3 Fire extinguisher is added as follows:

An approved 2A:20 B:C rated dry chemical extinguisher shall be provided within 30 feet of any commercial cooking equipment. Additionally, cooking equipment involving solid fuels or vegetable or animal fats and oils shall be protected by a Class K rated portable fire extinguisher in accordance with Section 904.12.5.1 or 904.12.5.2 as applicable.

Section 3805.4 Liquefied petroleum gas (LP-gas) is added as follows:

LP-gas shall be in accordance with Chapter 61 and NFPA 58.

Section 3805.4.1 Maximum quantity is added as follows:

A maximum of two LP-gas containers with a total aggregate water capacity of 50 gallons (190 L) is permitted at one mobile food vehicle.

Section 3805.4.2 LP-gas cylinder hose is added as follows:

Hoses shall be designed for a working pressure of 350 psig with a safety factor of 5 to 1 and shall be continuously marked with LP-Gas, Propane, and 350 PSI working pressure and the manufacturer's name or trademark. Hose assemblies, after the application of couplings, shall have a design capacity of 700 psig. Hose assemblies shall be leak tested at the time of installation at not less than the operating pressure of the system in which they are installed.

Section 3805.5 Location is added as follows:

Mobile food vehicles shall not be located within 20 feet of buildings, tents, canopies, or membrane structures.

Section 3806 Special amusement buildings is added

Section 3806.1 General is added as follows:

Special amusement buildings shall be in accordance with this section and Section 411 of the International Building Code.

Exception:

Amusement buildings or portions thereof, which are without walls or a roof and are constructed to prevent the accumulation of smoke.

Section 3806.2 Use of combustible decorative material is added as follows:

Use of decorative combustible materials shall be in accordance with Chapter 8.

Section 3806.3 Assistance is added as follows:

Adult monitors with flashlights shall be available to provide assistance in the event someone becomes disoriented or lost. One adult monitor shall be provided for every 60 persons.

Section 3806.4 Automatic sprinkler system is added as follows:

Special amusement buildings shall be equipped throughout with an automatic sprinkler system in accordance with Chapter 9.

Section 3806.5 Temporary special amusement building is added as follows:

Where the special amusement building is temporary, the sprinkler water supply shall be of an approved temporary means. The sprinkler piping shall be connected to a temporary water supply having sufficient capacity (flow and pressure) to supply residential or standard quick spray response heads at a minimum design density of 0.15 gpm per square foot of protected floor space. The temporary water supply may be connected to a domestic water line, a fire line, or temporary on-site storage tank as long as the minimum design densities are met.

Section 5704.2.9.6.1 Locations where above-ground tanks are prohibited is amended as follows:

Storage of Class I and II liquids in above-ground tanks outside of buildings is prohibited within the limits established by law as the limits of districts in which such storage is prohibited.

Exception:

Areas zoned as M1 and M2.

**“CHAPTER 91”
OPEN BURNING**

Sec. 91.020 Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Backyard. Backyard means any area as defined under Ch. 158 of the code of ordinances.

Backyard burning. The burning of natural vegetation originating on the premises and burnt by individuals domiciled on or owning the premises. Natural vegetation includes, but is not limited to leaves, grass, small branches, flower remains and trimmings.

Bonfire. An outdoor fire utilized for ceremonial purposes that exceeds the size requirements of a recreational fire.

Garbage. All solid and semi-solid putrescible and nonputrescible animal and vegetable wastes resulting from the handling, preparing, cooking, storing and serving of food or of material intended for use as food.

Hazardous conditions. Environmental factors, such as wind, temperature, and relative humidity that contribute to hazardous burning conditions.

Open burning. Any burning of materials wherein products of combustion are emitted directly into the ambient air without passing through a stack or chimney from an enclosed chamber as defined by the International Fire Code as adopted by the City of Marshalltown. Open burning does not include recreational fires or the use of outdoor portable fireplaces.

Portable outdoor fireplace. Portable outdoor fireplace means a portable, outdoor, solid-fuel burning fireplace that may be constructed of steel, concrete, clay, or other non-combustible material.

Recreational fire. An outdoor fire burning material other than rubbish or yard waste where the fuel being burned is not contained in an incinerator, outdoor fireplace, portable

outdoor fireplace, and barbeque grill and has a total fuel area of three (3) feet or less in diameter and two (2) feet or less in height for pleasure, religious, ceremonial, cooking, warmth or similar purposes.

Rubbish. Rubbish means all waste materials of nonputrescible nature.

Sec. 91.021. Burning Garbage Prohibited.

No person, firm, or corporation shall dispose of garbage at any time by burning same.

Sec. 91.022. Burning of Rubbish Prohibited.

It shall be unlawful for any person, firm, or corporation to do open burning of rubbish.

Sec. 91.023. Burning Diseased Trees.

Diseased trees may be burned in areas designated by the Fire Chief or his designee and upon terms and conditions he or she may prescribe.

Sec. 91.024 Permissible Open Burning.

It shall be lawful to engage in open burning of plant material grown on the premises or deposited thereon by the elements by the owner or occupant of the premises involved, subject to the following:

- a.) Open burning is allowed between the dates of April 1st through June 30th and October 1st through November 31st.
- b.) Open burning shall occur in the backyard Monday through Sunday between the hours of 10 a.m. and 7 p.m. and is limited to single family dwellings only. Burning on public streets, alleys, or the property of another is prohibited. All open burning piles shall be extinguished by 7 p.m.
- c.) Open burning of any material is not allowed by an owner or occupant of premises upon which more than one family dwelling unit is found.
- d.) Open burning is not allowed on holidays as defined: Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas, and New Year's Day.
- e.) Open burning shall be prohibited when atmospheric conditions make such fires hazardous and includes:
 - a. Wind speed greater than 15 mph.
 - b. Extended dry weather conditions.
- f.) Open burning shall not be less than 50 feet from any structure. Fire in enclosed containers with a cover to control flying embers shall not be less than 15 feet from any structure.
- g.) Any opening burning must be constantly supervised by a competent person equipped with a satisfactory means of fire control.
- h.) Burning by commercial business is prohibited unless a burn permit is obtained from the Fire Department. If a permit is issued, all requirements for open burning shall be followed.
- i.) All open burning must be in compliance with the International Fire Code as adopted by the City of Marshalltown.

Sec. 91.025. Recreational Burning Allowed; Rear and side yard restrictions, and spruce trees.

1. Recreational burning shall be allowed for food preparation and camping purposes – or as defined in the definition section. The material to be burned is limited to seasoned wood, and the fire shall comply with all other applicable codes related to open burning.
 - a.) Recreational fires are allowed both on the ground and in a container designed for this purpose at one-and two-family dwellings.
 - b.) Recreational fires on the ground shall not be conducted within 25 feet of a structure or combustible material.
 - c.) Recreational fires contained in appliances specifically designed for this purpose shall not be operated within 15 feet of a structure or combustible material.
 - d.) Bonfires shall follow the listed requirements for recreational burning with the following exceptions:
 - a. A permit is required from the fire code official.
 - b. Bonfires are required to be 50 feet from any structure and 15 feet from property lines.
 - e.) The responsible party must provide a means to control flying embers.
 - f.) All recreational fires must be extinguished by 2:00 A.M.
 - g.) Recreational fires shall be attended at all times until the fire is extinguished.
 - h.) Responsible party shall have available at all times a sufficient means of extinguishment to include any of the following:
 - a. Garden hose connected to a continuous water supply.
 - b. Fire extinguisher complying with Section 906 of the International Fire Code.
 - c. Dirt or sand
 - i.) Municipal camping areas are exempt from the requirements of this section except for the restrictions on size.
 - j.) Recreational fires are allowed year round.
2. Subject to contrary provisions of the International Fire Code, as adopted by the city, open burning of permitted plant material, on permitted premises, shall be at least 15 feet from side and rear yard boundary lines.
3. It shall be unlawful to engage in open burning within 20 feet of any part of a pine or spruce tree.

Sec. 91.026. Fire department response fee.

Any violation of the rules concerning prohibited and open burning, which require a response by the city's fire department to control or extinguish, will be subject to a response fee as established by resolution. Commercial property found in violation of this subchapter shall be charged the permit fee for open burning as established by resolution.

Article II. Any previous amendments thereto, which are inconsistent with this attachment are hereby specifically repealed and the attachment is enacted as a substitute therefore.

Article III. The public hearing required on this amendment shall be held in the Council Chambers of City Hall, 24 N. Center Street, Marshalltown, Iowa at 5:30 p.m. local time, on the 22nd day of July, 2019, 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 in Marshalltown, Marshall County, Iowa, not less than 4 days nor more than 10 days prior to the date of public hearing fixed herein.

Article IV. This ordinance shall be in full force and effect from and after public notice of hearing on this amendment has been duly given as required by 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 July, 2019, and signed this ____ day of July, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

MINUTES PROVIDING FOR PASSAGE OF
AN ORDINANCE RELATED TO TAXABLE
PROPERTY INCLUDED IN AMENDMENT
NO. 7 TO THE URBAN RENEWAL PLAN
FOR MARSHALLTOWN URBAN
RENEWAL AREA NO. 3

(Ord.–Initial Consideration)

422742-33

Marshalltown, Iowa

June 24, 2019

The City Council of the City of Marshalltown, Iowa, met on June 24, 2019, at 5:30 o'clock p.m., at the Council Chamber.

The Mayor presided and the roll was called showing members present and absent, as follows:

Present: _____

Absent: _____.

It was reported that it was necessary for the Council to adopt an ordinance in order to add the property that had been added to Urban Renewal Area No. 3 by Amendment No. 7 to the ordinance that designates property in Urban Renewal Area No. 3 that is subject to the tax increment provisions of Chapter 403 of the Code of Iowa.

Council Member _____ introduced an ordinance entitled “Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in Amendment No. 7 to the urban renewal plan for Marshalltown Urban Renewal Area No. 3, Pursuant to Section 403.19 of the Code of Iowa.”

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance be given its first consideration and that it be adopted.

The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that said ordinance had been given its initial consideration.

• • • • •

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE DIVISION OF TAXES LEVIED ON TAXABLE PROPERTY IN AMENDMENT NO. 7 TO THE URBAN RENEWAL PLAN FOR MARSHALLTOWN URBAN RENEWAL AREA NO. 3, PURSUANT TO SECTION 403.19 OF THE CODE OF IOWA

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

Section 1. Purpose. The purpose of this ordinance is to provide for the division of taxes levied on the taxable property included in Amendment No. 7 to the urban renewal plan for Marshalltown Urban Renewal Area No. 3 each year by and for the benefit of the state, city, county, school districts or other taxing districts after the effective date of this ordinance in order to create a special fund to pay the principal of and interest on loans, moneys advanced to or indebtedness, including bonds proposed to be issued by the City of Marshalltown to finance projects in Urban Renewal Area No. 3.

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

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

“County” shall mean Marshall County, Iowa.

“Urban Renewal Area” shall mean Marshalltown Urban Renewal Area No. 3, as from time to time amended.

“Urban Renewal Area Amendment” shall mean the taxable property included in Amendment No. 7 to the urban renewal plan for Marshalltown Urban Renewal Area No. 3 of the City of Marshalltown, the description of which taxable property is set out below, approved by the City Council by resolution adopted on June 24, 2019:

Beginning at the Northeast corner of the NW $\frac{1}{4}$ of Section 15, Township 83 North, Range 18 West of the 5th P.M.;
thence Southerly along the East line of the NW $\frac{1}{4}$ of Section 15, Township 83 North, Range 18 West of the 5th P.M., to the Southeast corner of Lot 1 of the Subdivision of the N $\frac{1}{2}$ NW $\frac{1}{4}$ Section 15, Township 83 North, Range 18 West of the 5th P.M.;
thence westerly 673.0' along the South line of Lot 1 and Lot 2 of the Subdivision of the N $\frac{1}{2}$ NW $\frac{1}{4}$ Section 15, Township 83 North, Range 18 West of the 5th P.M., to a point 66.0' East of the Southwest corner of said Lot 2;
thence northerly 353.4' parallel to and 66.0' east of the West line of said Lot 2 to the North line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 15, Township 15 North, Range 18 West of the 5th P.M.;
thence westerly 66.0' along said North line to the Northwest Corner of Lot 2 of the Subdivision of the N $\frac{1}{2}$ NW $\frac{1}{4}$ Section 15, Township 83 North, Range 18 West of the 5th P.M.;
thence southerly 353.4' along the Westerly line of said Lot 2 to the Southwest Corner thereof;

thence westerly along the south line of Lot 3 and Lot 4 of the Subdivision of the N $\frac{1}{2}$ NW $\frac{1}{4}$ Section 15, Township 83 North, Range 18 West of the 5th P.M., to the Southwest corner of said Lot 4;

thence northerly along the West line of said Lot 4 to the NW corner of Section 15, Township 83 North, Range 18 West of the 5th P.M.;

thence North along the West line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10, Township 83 North, Range 18 West of the 5th P.M. to the Northwest corner thereof;

thence East along the North line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 10 a distance of 289.96' to the Northeast corner of Parcel "D" in Lot 4 of the Subdivision of the S $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section 10;

thence South along the East line of said Parcel "D" to the Northwest corner of Lot 5, Block 3, Pioneer Village First Addition to Marshall;

thence Easterly along the North lines of Lots 5, 6, 7, 8, 9, 10, 11, 12, and 13, Block 3, Pioneer Village First Addition to the Northeast corner of said Lot 13;

thence Southeast to the Northwest corner of Lot 14, Block 3, Pioneer Village First Addition to Marshall;

thence Southeast to the Northeast corner of Lot 16, Block 3, Pioneer Village First Addition to Marshall;

thence Easterly parallel to and 60.0' North of the South line of said Lot 14 extended to a point on the East right of way line of S. 14th St.;

thence North along said East right of way line to the Southwest corner of Lot 1, Block 3, Rolling Meadows 2nd Addition to Marshall;

thence East along the South line of Rolling Meadows 2nd Addition to Marshall to the Southeast corner of Lot 9, Block 3, Rolling Meadows 2nd Addition to Marshall;

thence South to the Northwest corner of Parcel "A" in Lot 1 of the Subdivision of the S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 10, Township 83 North, Range 18 West of the 5th P.M.;

thence East along the North line of said Parcel "A" extended to a point 224.0' North of the Southeast corner of Lot 1 of the Subdivision of the S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 10, Township 83 North, Range 18 West of the 5th P.M.;

thence South along the West line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 10, Township 83 North, Range 18 West of the 5th P.M. to the Northwest corner of the NE $\frac{1}{4}$ of Section 15, Township 83 North, Range 18 West of the 5th P.M., and the Point of Beginning.

AND

The North One-Half of the Southwest Quarter of Section 12, Township 83 North, Range 18 West of the 5th P.M., Marshall County, Iowa.

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

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

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

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

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

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

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

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

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

Passed by the Council of the City of Marshalltown, Iowa, the ____ day of _____, 2019.

Mayor

Attest:

City Clerk

Approved this ____ day of _____, 2019.

Mayor

Attest:

City Clerk

MINUTES PROVIDING FOR PASSAGE OF
AN ORDINANCE RELATED TO TAXABLE
PROPERTY INCLUDED IN AMENDMENT
NO. 7 TO THE URBAN RENEWAL PLAN
FOR MARSHALLTOWN URBAN
RENEWAL AREA NO. 3

422742-33

(Ord.–Second Consideration)

Marshalltown, Iowa

_____, 2019

The City Council of the City of Marshalltown, Iowa, met on the ____ day of _____, 2019, at _____ o'clock ____m., at the Council Chambers.

The Mayor presided and the roll was called showing members present and absent, as follows:

Present: _____

Absent: _____.

It was reported that, on June 24, 2019, the Council had given its initial consideration to an ordinance entitled “Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in Amendment No. 7 to the urban renewal plan for Marshalltown Urban Renewal Area No. 3, Pursuant to Section 403.19 of the Code of Iowa.”

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance be given its second consideration and that it be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that said ordinance had been given its second consideration.

* * * *

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

MINUTES PROVIDING FOR PASSAGE OF
AN ORDINANCE RELATED TO TAXABLE
PROPERTY INCLUDED IN AMENDMENT
NO. 7 TO THE URBAN RENEWAL PLAN
FOR MARSHALLTOWN URBAN
RENEWAL AREA NO. 3

422742-33

(Final Consideration And Adoption)

Marshalltown, Iowa

_____, 2019

The City Council of the City of Marshalltown, Iowa, met on the ____ day of _____, 2019, at _____ o'clock ____m., at the Council Chambers.

The Mayor presided and the roll was called showing members present and absent, as follows:

Present: _____

Absent: _____.

It was reported that on June 24, 2019, and on _____, 2019, the Council had given initial and second consideration to an ordinance entitled "Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in Amendment No. 7 to the urban renewal plan for Marshalltown Urban Renewal Area No. 3, Pursuant to Section 403.19 of the Code of Iowa".

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance be given its final consideration and that it be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that said ordinance had been given its final consideration and had been adopted.

* * * *

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA

SS:

MARSHALL COUNTY

CITY OF MARSHALLTOWN

I, the undersigned, City Clerk of the City of Marshalltown, Iowa, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City of Marshalltown, and that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with those records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with approving "Ordinance No._____. An Ordinance providing for the division of taxes levied on taxable property in Amendment No. 7 to the urban renewal plan for Marshalltown Urban Renewal Area No. 3, pursuant to Section 403.19 of the Code of Iowa".

I also certify that I caused to be published a summary of "Ordinance No._____. An Ordinance providing for the division of taxes levied on taxable property in Amendment No. 7 to the urban renewal plan for Marshalltown Urban Renewal Area No. 3, pursuant to Section 403.19 of the Code of Iowa", of which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, on the date and in the newspaper specified in such affidavit, and that such newspaper has a general circulation in the City.

WITNESS MY HAND this ____ day of _____, 2019.

City Clerk

(Attach hereto publisher's affidavit of publication with clipping of summary of ordinance as published.)

STATE OF IOWA

SS:

MARSHALL COUNTY

I, the undersigned, County Auditor of Marshall County, Iowa, do hereby certify that on the ____ day of _____, 2019, the City Clerk of the City of Marshalltown, Iowa, filed in my office a copy of an ordinance of the City, shown to have been adopted by the City Council and approved by the Mayor thereof on _____ 2019, entitled: "Ordinance No. _____. An Ordinance providing for the division of taxes levied on taxable property in Amendment No. 7 to the urban renewal plan for Marshalltown Urban Renewal Area No. 3, pursuant to Section 403.19 of the Code of Iowa", and that I have duly placed a copy of the ordinance on file in my records.

WITNESS MY HAND this ____ day of _____, 2019.

County Auditor

June 21, 2019

Shari Coughenour
City Clerk/City Hall
24 North Center Street
Marshalltown, Iowa 50158

Re: Ordinance for Amendment No. 7 to urban renewal plan for Marshalltown Urban
Renewal Area No. 3
Our File No. 422742-33

Dear Shari:

Enclosed are proceedings that may be used by your City Council to consider an Ordinance related to taxable property included in Amendment No. 7 to the urban renewal plan for Urban Renewal Area No. 3 at three separate meetings, beginning with the first consideration on June 24.

After final consideration and adoption of the Ordinance, it must be filed in the office of the County Auditor, and the Ordinance, or a summary of the Ordinance, must be published. I can prepare an appropriate summary for you.

We will appreciate receiving executed copies of these proceedings as soon as they are available. Please contact me if you have any questions.

Sincerely,

Robert E. Josten

Cc by email: Jessica Kinser
Justin Yarosevich