

CITY OF MARSHALLTOWN
COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 W STATE STREET
SEPTEMBER 9, 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

F. CONSENT AGENDA

1. City Council Minutes: 8/26/2019 And 8/28/2019, And Bill List, \$2,028,692.59

Documents:

[2019-08-26_Council-minutes.pdf](#)
[2019-08-28_8.28.19 Special Council Meeting Minutes.pdf](#)
[2019-09-09_Bill List.pdf](#)

2. New Tree Trimmers - Splinters Construction LLC, License Expires 8/16/2020, And John Harding, License Expires 8/1/2020

Documents:

[2020-08-16_SPLINTERS CONSTRUCTION LLC.pdf](#)
[2020-08-01_John Harding.pdf](#)

G. MOTIONS

1. Hy Vee Party Room Liquor License Transfer For Events At Best Western, And Approve Changes To Best Western License For The Events.

Documents:

[HyVee Party Room Transfer to Best Western.pdf](#)

2. Additional Liquor License Privilege - Carry Out Wine, Casey's General Store, At Locations In The City Of Marshalltown

H. **REPORTS**

1. Marshall County Arts & Culture Alliance, Executive Director, Amber Danielson

I. **RESOLUTIONS**

1. RESOLUTION 2019-231 ACCEPTING THE WEST END PARK MASTER PLAN AND DIRECTING STAFF TO MOVE FORWARD WITH PHASE 1

Documents:

[Res Accepting West End Park Master Plan.pdf](#)
[West End Graphics.pdf](#)
[2019-09-05 West End Park - Prelim OPC.pdf](#)
[Memo on West End Park.pdf](#)

2. Resolution 2019-232 Accepting Public Safety Cameras From Marshall County Crime Stoppers

Documents:

[MCCS Public Safety Camera Gift.pdf](#)
[09-09-2019_Resolution for Acceptance of MCCS Public Safety Camera Equipment.pdf](#)

3. RESOLUTION 2019-233 TO ACCEPT IOWA DOT GRANT AWARD FOR AIRPORT TERMINAL & HANGAR IMPROVEMENTS FOR THE MARSHALLTOWN MUNICIPAL AIRPORT IN THE AMOUNT OF \$320,000.00

Documents:

[Airport Assistance.pdf](#)
[Airport letter.pdf](#)
[Airport agreement.pdf](#)
[airport DOT.pdf](#)

J. **ORDINANCES**

1. ORDINANCE 14987 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY AMENDING CHAPTER 77, SCHEDULE II, NO PARKING ANYTIME, BY ADDING NO PARKING ON 17TH STREET FROM MAIN STREET TO 220' NORTH TO THE CREEK

Documents:

K. **DISCUSSION**

1. Discussion Of An Agreement For Tourism And Promotional Services

Documents:

[Memo on Agreement for Tourism Promo Services.pdf](#)
[Agreement for Tourism.Promotion.pdf](#)

2. Discussion On RFP For Construction Inspection Services

Documents:

[RFP for Coliseum Construction Inspection.pdf](#)

L. **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.

M. **CLOSED SESSION - COLLECTIVE BARGAINING PURPOSES**

Closed session pursuant to Section 20.17 subsection 3 of the Code of Iowa concerning strategy meetings of the public employer for collective bargaining purposes. The City of Marshalltown has an attorney-client relationship with Michael Galloway, Ahlers & Cooney, PC, pursuant to an engagement letter dated July 1, 2011.

N. **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
August 26, 2019

Mayor Greer called the meeting to order at 5:30 PM, August 26, 2019, in the Council Chambers at 10 W State Street and led the pledge of allegiance. Roll call- Present: Cahill, Gowdy, Hoop, Isom, Martin, Wirin. Absent: Lamer.

Awards: Years of Service: Greg Pepper - 20 years; Joa LaVille - 20 years; Vern Jefferson - 15 years; Ann Rolston - 10 years; Promotion to Fire Lieutenant, Nathan White; New Firefighter Ceremony - Cody German.

CONSENT AGENDA: Isom moved to adopt the amended consent agenda: Approve Minutes, August 12, 2019, And Bill List, \$1,216,422.31; Receipt Of Civil Service New Hire Lists - Fire Lieutenant And Transit Operations Assistant; RESOLUTION 2019-207 ACCEPTING BID AND AUTHORIZING THE PURCHASE OF A 2020 CHEVROLET SILVERADO FOR THE STREET DEPARTMENT, FROM KARL CHEVROLET FOR THE PRICE OF \$26,829.50, AND DECLARING SURPLUS A 2017 DODGE RAM; RESOLUTION 2019-208 ACCEPTING BID AND AUTHORIZING THE PURCHASE OF ONE 2020 FORD F350 TRUCK FROM JENSEN FORD FOR THE PRICE OF \$29,813.00 FOR USE IN THE PARKS DEPARTMENT AND DECLARING CERTAIN PROPERTY SURPLUS PROPERTY, AND AUTHORIZING SALE AND DISPOSAL THEREOF TO JENSEN FORD, A 2005 FORD F350 TRUCK FOR \$1,000.00; RESOLUTION 2019-209 APPROVING 28E INTERAGENCY AGREEMENT BETWEEN IOWA DEPARTMENT OF INSPECTIONS AND APPEALS AND CITY OF MARSHALLTOWN, AGREEMENT EXPIRES AUGUST 22, 2020; RESOLUTION 2019-210 DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND AUTHORIZING SALE AND DISPOSAL THEREOF, STREET DEPARTMENT MACHINERY AND EQUIPMENT; RESOLUTION 2019-211 AUTHORIZING NEGOTIATION OF AND APPROVAL OF AGREEMENT WITH REGION 6 RESOURCE PARTNERS FOR PROFESSIONAL HOUSING TECHNICAL SERVICES RELATING TO ADMINISTRATION OF CDBG GRANT, NOT TO EXCEED \$24,000; RESOLUTION 2019-212 APPROVING ADDITIONAL PURCHASES FOR THE POLICE AND FIRE BUILDING; RESOLUTION 2019-213 AUTHORIZING HIRING OF POLICE RESERVE OFFICER ROBERTO GONZALEZ; Liquor License Renewals: Old Timers Tavern, 401 S Center St; Hy-Vee Drugstore, 1708 S Center St.; Fiddle & Whistle Pub, 20 West Main Street; Kwik Star # 394, 2500 S Center Street; Zamora Fresh Market, 4 E Main Street; Aldi, Inc. #43, 2405 S. Center St; second by Wirin. Motion carried 6-0.

REPORT

Police Chief Tupper presented the Marshalltown PD Annual Report for 2018 and invited the public to the Open House and Ribbon Cutting Ceremony for the new Police & Fire Building, 909 S 2nd Street, on September 26, 2019, at 6 PM.

RESOLUTIONS

Gowdy moved to adopt RESOLUTION 2019-214 APPROVING OPEN CONTAINER AND LIQUOR LICENSE FOR OKTEMBERFEST, second by Isom. Resolution adopted 5-1, Hoop dissenting.

Martin moved to adopt RESOLUTION 2019-215 APPROVING A FACILITIES MASTER AGREEMENT WITH YOUTH AND SHELTER SERVICES OF MARSHALL COUNTY, second by Wirin. Resolution adopted 6-0.

Isom moved to adopt RESOLUTION 2019-216 AUTHORIZING THE CONVERSION OF HIGHWAY 14 RECALL DETECTING LOOPS TO RECALL DETECTING CAMERAS, AND PURCHASING EQUIPMENT FROM MOBOTREX FOR THE PRICE OF \$98,187.00, second by Gowdy. The electronic equipment replaces outdated signal actuating loops in the pavement. Resolution adopted 6-0.

Isom moved to adopt RESOLUTION 2019-217 APPROVING A PLANNER POSITION WITH PARTIAL GRANT FUNDING, second by Gowdy. Resolution adopted 6-0.

Wirin moved to adopt RESOLUTION 2019-219 OF SUPPORT FOR THE APPLICATION TO THE IOWA DOT RISE GRANT LOCAL DEVELOPMENT PROGRAM FOR THE EDGEWOOD EXTENSION, second by Isom. Resolution adopted 6-0.

Wirin moved to adopt RESOLUTION 2019-220 APPROVING AN ECONOMIC DEVELOPMENT GRANT TO SHANE ECKLOR FOR DEMOLITION, second by Isom. Resolution adopted 5-1, Hoop dissenting.

Isom moved to adopt the following RESOLUTIONS for CHANGE ORDERS FOR THE POLICE & FIRE BUILDING, second by Wirin. RESOLUTION 2019-221 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 \$22,798.08; RESOLUTION 2019-222 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT #BLD17001 BP#21-1 FIRE SUPPRESSION FOR BLACKHAWK

AUTOMATIC SPRINKLER AN INCREASE OF \$675.38; RESOLUTION 2019-223 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT #BLD17001 BP#26-1 ELECTRICAL COMMUNICATIONS & SECURITY FOR DEVRIES ELECTRIC AN INCREASE OF \$5959.56; RESOLUTION 2019-224 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT #BLD17001 BP#3-1 CONCRETE FOUNDATIONS FOR CALIBER CONCRETE AN INCREASE OF \$2462.50; RESOLUTION 2019-225 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT #BLD17001 BP#6-1 GENERAL SUPPLIES FOR GARLING CONSTRUCTION AN INCREASE OF \$2,765.43; RESOLUTION 2019-227 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT #BLD17001 BP#8-1 ALUMINUM STOREFRONTS, CURTAINWALLS FOR FORMAN FORD, INCREASE OF \$16,191.00; RESOLUTION 2019-228 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT #BLD17001 BP#9-1 GYMPSUM WALL ASSEMBLIES FOR HILSABEK SCHACHT, INC. AN INCREASE OF \$15,902.53. Resolutions adopted 6-0.

Wirin moved to adopt RESOLUTION 2019-226 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT #BLD17001 BP#7-1 MEMBRANE ROOFING AND WALL PANELS FOR BLACK HAWK ROOF COMPANY AN INCREASE OF \$11,351.10, second by Cahill. Resolution adopted 6-0.

PUBLIC HEARING – federal grant award

Mayor Greer called the public hearing open at 6:13 PM. There were no written or public comments. The grant is shared with the county 50%. The city will use their share of the grant to repair training equipment. Mayor Greer closed the public hearing at 6:14 PM.

Wirin moved to adopt RESOLUTION 2019-229 APPROVING INTERLOCAL GRANT AGREEMENT FOR THE IOWA/BYRNEJUSTICE ASSISTANCE GRANT PROGRAM (JAG) \$18,918.00 SPLIT 50% WITH MARSHALL COUNTY, TO ASSIST WITH LAW ENFORCEMENT PROGRAMMING OR EQUIPMENT PURCHASES, AND APPROVAL OF MEMORANDUM OF UNDERSTANDING TO SHARE GRANT FUNDS WITH MARSHALL COUNTY, second by Isom. Resolution adopted 6-0.

PUBLIC HEARING – Development Agreement, Downtown TIF Urban Renewal Area #4

Mayor Greer called the public hearing open at 6:15 PM. There were no written or public comments. The Development Agreement is to not exceed \$400,000 for actual improvements. The council will consider and act on the Development Agreement at a later date. Mayor Greer closed the public hearing at 6:19 PM.

Martin moved to adopt RESOLUTION 2019-230 DEFERRING CONSIDERATION OF AN AGREEMENT WITH FLINT HILL HOLDINGS, second by Cahill. Resolution adopted 6-0.

DISCUSSION:

DISCUSSION - ZONING AMENDMENT TO RC, REGIONAL COMMERCIAL PERMITTED AND SPECIAL USES: Several citizens spoke against the zoning change that would allow external storage as a special use in a Regional Commercial Zone. The Plan Zoning Commission recommended not to move forward with a 4-1 vote on August 5, 2019. U-Haul was present and discussed their plan for the old Kmart Lot on S Center Street. Martin moved to deny the amendment as presented, second by Hoop. Motion carried 4-2, Hoop and Cahill dissenting.

DISCUSSION - ZONING AMENDMENT TO M2, HEAVY INDUSTRY PERMITTED AND SPECIAL USES: Several citizens spoke against the zoning change that would allow livestock in a M2, Heavy Industry Zone. Representatives of Parks of Iowa, LC, were present, including the Owner, Lawrence Parks of Wallace, North Carolina, and discussed their plan for the parcel on the NE corner of E Main Street and 18th Avenue, at 2821 E Main Street. Hoop moved to not consider this issue any further, second by Cahill. Motion carried 6-0. DISCUSSION - RE-ZONING OF 2821 E MAIN STREET FROM A1, AGRICULTURAL RESERVE TO M2, HEAVY INDUSTRY. Hoop moved to not consider this issue any further, second by Wirin. Motion carried 6-0.

POLICE & FIRE BUILDING UPDATE: Bond revenue with interest is \$18.2M, with \$15.8M spent, which was before the change orders that were approved at tonight's meeting, leaving about \$515,000 uncommitted. Cahill praised the staff and contractors working on the project, keeping it under budget.

Isom asked about the mason issue, how much of the expense can be recovered. Nickel replied that is unknown at this time.

Leigh Bauder, 402 Orchard Drive, thanked the council for listening to the public comments in the discussion segment of the meeting.

CLOSED SESSION – REAL ESTATE:

At 7:43 pm, Isom moved to enter into closed session pursuant Section 21.5 subsection (1) paragraph (j) OF THE CODE OF IOWA to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property, second by Cahill. The City of Marshalltown has an attorney-client relationship with Attorney Roger Schoell, appointed as City Attorney on May 5, 2014, by Council Resolution #2014-047; and with Lynch Dallas P.C., by Council Resolution #2017-093, approved May 8, 2017. There may be council action by motion following the closed session if directed by the city's attorney.

At 8:00 PM, Gowdy moved to enter into open session, second by Wirin. Motion carried 6-0.

ADJOURNED:

The meeting adjourned at 8:01 PM

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

Joel T.S. Greer, Mayor

Shari L. Coughenour, CMC, City Clerk

COUNCIL PROCEEDINGS

August 28, 2018

The Marshalltown City Council met in special session on August 28, 2019, at 5:00pm, in Council Chambers at City Hall. Mayor Pro Tem Wirin called the meeting to order at 5:02pm and led the Pledge of Allegiance. Present: Cahill, Gowdy, Hoop, Isom, Martin, Wirin. Lamer was absent.

The Council received an update on the Veterans Memorial Coliseum Renovation project. City Administrator Kinser indicated an update of expenses did not increase the estimated by much from January to August. She also reported that fundraising is going well, and if the Council keeps \$450,000 invested in the project from funds on hand, revenues would meet expenditures. Kinser also updated the Council on a \$140,000 reimbursement the City will receive from insurance for design fees, which were originally paid with tax increment financing. Motion by Martin to reimburse the Tax Increment Financing fund the \$140,000. Seconded by Wirin. Motion carried unanimously on roll call.

A motion was made by Hoop to move the project forward to the September 9th City Council meeting. Seconded by Cahill. The motion was approved unanimously on roll call.

With no other business, the meeting adjourned at 5:21pm.

/s/ Shari Coughenour

Advertising

McClure.Engrg/1	26,330.00
T-R/1	275.00

Buildings/Improvements

Allied.Constr/1	49,512.10
Caliber.Concret/1	4,294.00
DeVries.Electri/1	4,369.11
Forman.Ford/1	17,744.71
Heartland.Finsh/1	1,950.54
TONYS.PLUMB/1	4,453.26

Consulting & Professional Fees

AHLERS.COONEY/2	232.50
Bernie.Lowe/2	147.83
Bernie.Lowe.Asc/1	336.16
Calhoun-Burns/2	5,363.28
CGA.Assoc/4	8,698.40
Constr.Material/1	851.00
Construct/1	85,566.50
Fox.Engrg.Assc/1	3,796.47
GTG.Architects/1	26,014.25
Marco.Holdings/2	900.00
Stanley.Consult/1	1,395.00
Wellmark.Inc./1	10,809.76
WHKS.Co/1	2,662.22

Contracts

Aramark.Unfrm/1	19.68
ARL/1	4,333.33
Backflow.Preven/6	400.00
BDH/10	51,460.55
Construct/1	343,552.14
ESRI.Inc./3	12,900.00
Fisher.Comm.Ctr/1	8,333.33
Integral.Delive/1	1,610.00
Johnson.Control/1	655.00
Koch.Office/1	30.93
KW.Electric/3	64,106.00
M.C.S.D./2	5,423.82
Macqueen.Equip/1	204,280.00
Marsh.Co.Landfi/10	286.95
Mediacom/1	1,600.00
MMIT.INC/1	185.52
Mtown.Partnersh/1	500.00
O.C.L.C.Inc/1	939.15
Open.Edge/2	315.81
Premier.Equip/2	138.58
Region.6.Planng/1	836.00
RICOH.USA.INC/4	138.62
Schendel.Pest.C/1	59.50
Servicemaster/1	1,772.00
Stone.Sanit/9	1,586.46
Teamssoftware.So/1	125.00
Tyler.Technolog/1	437.75
Unique.Mgmt.Svc/1	152.15
Verizon.Connect/1	181.70
Xerox.Corp/1	50.64

Debt Service

CRBT/2	8,707.57
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Library Books

Baker.Taylor/55	3,603.51
BRODART.CO/5	1,341.25
Cengage.Learn/8	504.51
CenterPoint.Prn/1	117.19
IA.Library/2	1,739.12
MicroMarketing./13	1,441.01
OVERDRIVE,INC./1	4,371.80

Medical

Bernie.Lowe/2	897.78
HARTFORD.ACCTS/1	6,937.18
McFarland.Cl/3	111.76
Medtrak.Service/1	421.85
Wellmark.Inc./6	380,171.08

Payroll.Deductions

American.Educa./1	64.41
AMS.INC/2	29.47
AXA/1	325.00
Collection.Svs./5	1,325.16
Colonial.Life/1	522.21
Fidelity.Securi/2	412.69
I.M.W.C.A/1	5,811.00
I.R.S./6	83,078.65
IA.Treasurer/3	18,030.00
ICMA.457/11	11,706.36
IUPAT.PPME/1	950.96
Teamsters238/2	1,729.08
Texas.Child.Sup/2	252.57
TotalAdmin.Serv/4	8,785.43

Payroll.Net

Payroll/1	293,985.75
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Refund/Reimbursed

Avalos,Leslie/1	100.00
BRODART.CO/2	239.04
Garcia,J/1	49.52
GOODING.B/1	828.29
Handorf,J/1	139.27
Harmon,C/1	32.64
Kuntz,N/1	360.88
Lamb,G/1	85.00

McDowell,S/1	36.96
Thompson,A/1	105.00
Wellmark.Inc./1	-23,028.81
Wildman,K/1	29.99

Rents/Leases

Ackley.Housing/8	1,477.00
ALCALA,R/1	188.00
AMES,STEVEN/22	5,648.00
Bahr,Larry/1	264.00
Barnes,L/1	275.00
BJ&J.LLC/1	211.00
BLOOD,A/1	529.00
Borota,K/1	347.00
BOULDER.COOP.HS/4	676.00
Brodin,C/1	182.00
BROWN,B/2	206.00
Brown,WS/1	548.00
Buckaroo.LLC/2	759.00
Burr,Robert/1	268.00
Carbajal,S/1	316.00
Chadderdon,A/1	322.00
Charlier,Q/1	148.00
CIRSI/8	966.00
City.Davenport/1	444.00
CLAWSON,J/1	310.00
CMHC.INVEST/1	294.00
CROSSER,R/1	132.00
Dj.Rentals.Coop/1	217.00
Eakin,R/1	176.00
Eash,T/1	166.00
ECKLOR,S/3	776.00
Elwayne.Inc./1	465.00
Etter, W/1	482.00
Eubanks,C/3	829.00
Farrell.Propert/7	1,811.00
Fischel.Holding/2	386.00
Frese.Propts/3	653.00
FRIEND,T/1	244.00
Friendly.Valley/3	370.00
Gonzales,G/1	323.00
Grant.Park.LLC/19	4,071.00
Gray,D/1	459.00
Hagele,D/1	200.00
Hala,J/5	2,258.00
HARRIS,T/1	324.00
Hartema.Enterp/1	174.00
Hatch,J/1	475.00
Hatch,R/5	2,238.00
HESSENIUS,R/3	883.00
Hilltop.Village/5	844.00
HOBSON,W/1	168.00
HOVERSTEN,R/1	900.00
Hsg.Auth.Joliet/2	2,583.00
Hsg.St.Cloud/1	940.00
HUBBARD.MAPLE/4	761.00
Iowa.PheasantAp/1	266.00
Jared,S/2	413.00
JB.I.COOP.Assn/4	896.00
Judge,M/10	2,872.00
Landherr,J/1	415.00
LAWSON,R/2	350.00
Lawthers.Prop.M/2	1,035.00
LUENSE,B/4	1,097.00
MATNEY,L/1	264.00
Mtwn/Westown/19	3,822.00
MURPHY,P/1	184.00
Natl.Mngmt.Corp/1	559.00
NAUGHTON,R/1	629.00
North.Tama.Hsg/2	377.00
Oetker,D/3	519.00
Palisade.Holdng/1	137.00
Park.Elms,LLC/4	1,012.00
Polley,K/1	52.00
Polley,M/1	670.00
Premier.RE.Mgmt/3	1,542.00
PYLE,D/2	552.00
RA.Rental.Prop/1	364.00
RD.Toledo,LLP/1	536.00
Ream,AJ/1	421.00
Reed,T/9	3,039.00
River.Birch/1	409.00
River.Oaks/7	1,936.00
S.E.Invst/5	932.00
Schmidt,M/1	241.00
SCOTT,L/1	384.00
SESKER,R/1	192.00
Specht,D/1	800.00
Specht,G/1	270.00
Squire,B/1	228.00
Steelsmith,G/4	750.00
Sunrise.Apt/2	150.00
Switzer,T/1	187.00
Tallcorn.Tower/15	3,864.00
Titus,T/1	314.00
TOWN.APARTMENT/3	275.00
TREVRON,LLC/1	326.00
Troutner,T/1	172.00
TTLC.Hsg/2	286.00
VanVoorst,M/1	222.00
VEST,L/1	327.00

WARREN,C/1	216.00	Tejada,J/1	10.69
Weatherly.Erin/2	847.00	Vanmeter.Assoc/1	720.20
ZA.Properties/1	495.00	Witmer.Public.S/2	116.98
ZMOLEK,M/1	257.00	Ziegler/1	565.90
Service/Repairs		Travel/Training	
Aponte,M/1	27.00	Cole,A/2	167.38
BDH/3	942.24	Utilities	
Brycon,LLC/1	60,648.66	AlliantEnergy/40	50,647.27
Century.Link/25	472.06	Mtwn.Wtrwrks/1	80.20
City.Davenport/1	39.39	WoodRiver.Enrgy/1	1,997.65
Cntrl.IA.Farm/2	169.15	Total/830	2,028,692.59
Constr.Material/1	610.00		
Danner,M/1	7.00		
Dave.Wright.Bui/1	385.30		
Devig,T/6	332.00		
Dirt.to.Turf/3	2,525.00		
Ecker,M/1	125.00		
FedEx/2	46.95		
George,W/1	441.00		
Gonzalez,V/1	10.00		
Hartwig.Plmbg/2	1,184.00		
Heart.of.Iowa/1	2,980.00		
Hsg.Auth.Joliet/1	75.70		
Hsg.St.Cloud/1	39.39		
I.C.A.P./1	500.00		
Ia.Chapter.IAAI/1	30.00		
IA.Pub.Transit/1	1,617.00		
Kiwanis.PM/1	660.00		
Lavender,S/1	68.00		
Ledford,M/2	2,225.00		
LENZ,D/1	460.00		
Marsh.Co.Treas/1	965.00		
Marshall.Glass/1	102.00		
McAtee.Tire/3	506.80		
Mediacom/2	372.52		
Midwest.Curb/1	480.00		
Mikes.Turf.Righ/1	210.00		
Moran-Million,J/1	25.00		
Mtwn.Wtrwrks/3	8,743.13		
ONE.SOURCE/3	60.00		
Racom.Corp/1	131.25		
Record.AutoDoor/1	315.00		
Scroggins,J/1	100.00		
Serrano,A/1	6.00		
Tuttle.Plmbg/1	588.14		
UBT/2	125.63		
Vajgrt.R/1	10.00		
Venmill.Industr/1	534.00		
Supplies/Parts			
Acco.Unlimited/1	1,103.20		
Adland.Engrvg/2	552.98		
Airgas.U.S.A./4	31.36		
All.Inclus.REC/1	2,491.75		
Arnold.Motor.Su/17	1,066.31		
Baker.Taylor/10	206.56		
Barco.MuniProd/2	329.42		
BDH/40	6,318.57		
Bituminous.Mat/1	339.61		
Carrico.Aq.Rs/1	366.06		
Cessford.Constr/3	388.83		
Cntrl.IA.Distr/3	782.30		
Cntrl.IA.Farm/6	1,322.13		
Cntrl.Office/1	12.06		
Concrete/1	323.05		
Construct/1	249.38		
Dave.Wright.Bui/1	244.12		
Dave.WrightCDRJ/1	72.00		
DEMCO.INCORP./3	441.81		
Diamond.Vogel/6	1,452.00		
Entenmann.Rovin/1	118.50		
Eurobins.Test/1	44.10		
Fastenal.Co/4	201.16		
Fink,K/1	28.95		
Galls.LLC/9	547.55		
Graphic.Impress/1	106.10		
Hartwig.Plmbg/2	884.24		
Hogan.Mfg/1	127.32		
IA.Park.Rec.Ass/1	154.00		
Ia.State.Reserv/1	10.00		
Janway.Co.USA/1	441.44		
Jensen.Inc/2	162.92		
Keystone.Lab/1	64.00		
L.G.Playgrounds/2	3,460.00		
Marco.Holdings/1	900.00		
Marshall.Glass/1	62.67		
McAtee.Tire/5	763.22		
Menards/4	238.04		
Minuteman/1	730.00		
Miracle.Recreat/1	88.10		
Napa.Auto/1	611.99		
Northern.Lights/1	253.10		
Office.Express/1	7.99		
Pitney.Bowes/1	64.59		
Proquest.Info/1	154.50		
Racom.Corp/2	224.50		
Reliant.Fire.Ap/4	1,607.48		
Road.Machinery/1	321.17		
Scooter.Lube/2	476.00		
Storey.Kenwrthy/1	84.05		
Tags.Screen.Prt/2	207.00		

CITY OF MARSHALLTOWN

APPLICATION FOR A TREE TRIMMER LICENSE

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

Name of Business: Splinters Construction LLC Lic C134514

Address of Business: 2460 A Reed Ave

Business Telephone: 641-485-2618

Owner(s) of Business: Monte Eton

Home Address/
Telephone of Owners: 2460 A Reed Ave, 641-485-2618

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

Sales Tax Number: 57-5076990

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

Date of commencement of business: 1999

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

Yes ☐ No ☒ (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)
2018 Ford F-250	H0H 751	Monte Eton
2019 H&H Trailer	GE1849	" "
2018 H&H Trailer	GE1904	" "
2012 International TerraStar	BBE 580	" "
2018 ASV RT 40	N/A	" "
OTHER EQUIPMENT AS NEEDED		

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 8/28/19

Splinters Construction LLC
Applicant By Monte Eton

Applicant

Date: 8/19/19
\$25.00 Fee paid

Approved by City Council on

City Administrator



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/19/2019

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

Brown-McNerney-Johnson Insurance Agency
6150 Village View Dr. Ste. 100
West Des Moines, IA 50266

CONTACT NAME: Jodi Eygabroad

PHONE (A/C, No, Ext): 641-758-3170

FAX (A/C, No): 641-758-3171

E-MAIL ADDRESS: jodieygabroad@bmjinsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Auto-Owners Insurance

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Splinters Construction, LLC
2460 A Reed Ave
Marshalltown, IA 50158

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 SUBR INSD 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:		39470602	08/16/2019	08/16/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 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		52-470678-00	08/16/2019	08/16/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	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				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

The City of Marshalltown
24 N. Center St.
Marshalltown, IA 50158

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: John Harding
 Address of Business: 1313 E madison st Marshalltown
 Business Telephone: 641-750-3527
 Owner(s) of Business: John P Harding
 Home Address/
 Telephone of Owners: 1313 E madison st 641-750-3527

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

Sales Tax Number: 164014905

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

Date of commencement of business: _____

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>BUCKET TRUCK</u>	<u>HNF 648</u>	<u>John Harding</u>
<u>F350 PICKUP</u>	<u>BBB 996</u>	<u>John Harding</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 _____

John Harding
 Applicant

 Applicant

Date: _____
 \$25.00 Fee paid _____

Approved by City Council on _____

 City Administrator

7/98

thru 8/1/2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/06/2019

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.

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PRODUCER Fritz Insurance PO Box 3957 Urbandale, IA 50323		CONTACT NAME: David Fritz PHONE (A/C, No, Ext): 515-471-1301 E-MAIL ADDRESS: David@Fritzins.com FAX (A/C, No): 515-724-7299		
INSURED John Harding 1313 E Madison St Marshalltown, IA 50158		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Pekin		
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC			CL0235254	08/01/2019	08/01/2020	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
			GENERAL AGGREGATE \$ 2,000,000				
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
	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						WC STATUTORY LIMITS ☐ OTH-ER ☐
							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

CANCELLATION

City of Marshalltown

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

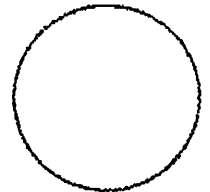
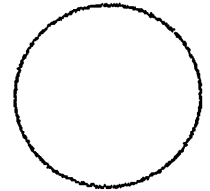
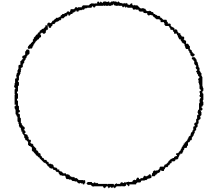
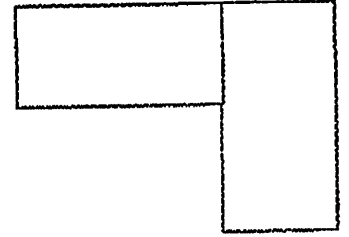
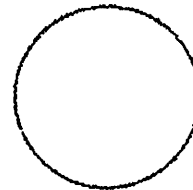
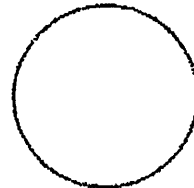
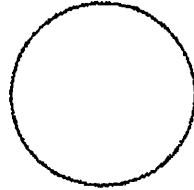
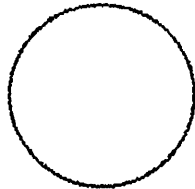
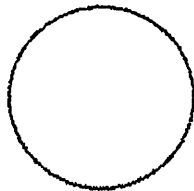
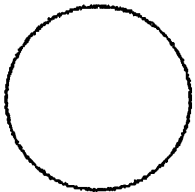
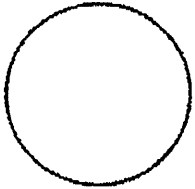
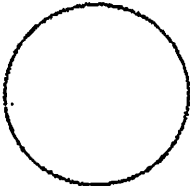
Hy-Vee Marshalltown
802 S Center Street
Marshalltown IA

The rooms rented on a monthly basis will be used for Wine Club. With the purpose of sampling wines
The Best Western Regency Inn of Marshalltown agrees not to serve any type of alcohol in the rooms
rented by Hy-Vee during the rental times

Best Western Regency Inn
Karla Duvall

Hy-Vee
Richard

Door



Door

Best Western
Regency
Wine Club Room

Door

Door

OCTOBER 17TH ✓

NOVEMBER 5TH

JANUARY 16TH

FEBRUARY 20TH

MARCH 19TH

APRIL 16TH

MAY 21ST

JUNE 18TH

JULY 16TH

AUGUST 20TH

SEPTEMBER 17TH

**RESOLUTION ACCEPTING THE WEST END PARK MASTER PLAN AND
DIRECTING STAFF TO MOVE FORWARD WITH PHASE 1**

WHEREAS, the City of Marshalltown received insurance funds for the replacement of a shelter in West End Park resulting from the July 2018 tornado; and

WHEREAS, working with the 13th Street District, there was consensus to reinvent the entire park rather than replace the shelter as it stood, resulting in the City contracting with Bolton and Menk for the West End Master Plan; and

WHEREAS, City staff and board members of the 13th Street District worked with Bolton and Menk to put together a long-term, multi-phase vision for the future of West End Park; 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, the West End Master Plan is hereby accepted, and;

BE IT FURTHER RESOLVED, City staff is hereby directed to include the cost of the first phase in an upcoming borrowing, with the plan to have the project out to bid in 2020.

Passed this 9TH day of September, 2019 and signed this ____ day of September, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

KEY:

- 1 EVENT LAWN
- 2 SHELTER / PERFORMANCE SPACE
- 3 RESTROOMS/CONCESSION
- 4 ENTRY/ARRIVAL PLAZA
- 5 NATURAL PLAYScape
- 6 RAIN GARDEN + BOARDWALK
- 7 RAIN GARDEN
- 8 BANK STABILIZATION
- 9 SCULPTURE WATER FEATURE
- 10 EXISTING FUTSAL COURTS
- 11 ENABLING GARDENS
- 12 PARKING LOT
- 13 FOOD TRUCK PARKING
- 14 CULVERT WALL MURAL
- 15 EVENT TENT LOCATIONS





WEST END PARK CONCEPT DESIGN | CITY OF MARSHALLTOWN, IOWA

PROJECT NO. T62115911

CONCEPTUAL DESIGN - PRELIMINARY OPINION OF PROBABLE COSTS

09/05/2019

	UNIT	QUANTITY	UNIT COST	TOTAL
PHASE 1				
MOBILIZATION	LS	1	\$35,000	\$35,000
EROSION CONTROL	LS	1	\$5,000	\$5,000
REMOVALS AND DEMOLITION	LS	1	\$15,000	\$15,000
TOPSOIL, STRIP, SALVAGE AND RESPREAD	CY	425	\$10	\$4,250
EXCAVATION, CLASS 13	CY	700	\$10	\$7,000
SHELTER/PERFORMANCE SPACE	LS	1	\$150,000	\$150,000
ELECTRICAL IMPROVEMENTS	LS	1	\$35,000	\$35,000
PCC WALKS, 5"	SY	600	\$50	\$30,000
RAIN GARDEN	SF	1,500	\$20	\$30,000
RAIN GARDEN BOARDWALK	LS	1	\$25,000	\$25,000
UNIT PAVERS	SY	85	\$130	\$11,050
MISC. LANDSCAPE IMPROVEMENTS	LS	1	\$15,000	\$15,000
NATURAL PLAYScape	LS	1	\$50,000	\$50,000
SOD	SQ	150	\$70	\$10,500
IMPROVEMENTS SUBTOTAL				\$422,800
CONTINGENCY (15%)				\$63,420
DESIGN AND ENGINEERING SERVICES (15%)				\$63,420
PHASE 1 TOTAL				\$549,640

	UNIT	QUANTITY	UNIT COST	TOTAL
STREAMBANK STABILIZATION				
BANK STABILIZATION, PERMITTING AND ENGINEERING FEES	LS	1	\$65,000	\$65,000
NOTE: Includes approximately 200 LF consisting of a combination of stabilization practices.				
BANK STABILIZATION ESTIMATE				\$65,000

FUTURE PHASES				
MOBILIZATION	LS	1	\$90,000	\$90,000
SWPPP PREPARATION	LS	1	\$2,500	\$2,500
SWPPP MANAGEMENT	LS	1	\$3,500	\$3,500
EROSION CONTROL	LS	1	\$5,000	\$5,000
REMOVALS AND DEMOLITION	LS	1	\$20,000	\$20,000
TOPSOIL, STRIP, SALVAGE AND RESPREAD	CY	1,250	\$10	\$12,500
EXCAVATION, CLASS 13	CY	1,675	\$10	\$16,750
EXCAVATION, CLASS 13, BORROW	CY	500	\$16	\$8,000
UTILITIES (WATER, SANITARY)	LS	1	\$15,000	\$15,000
RESTROOMS/CONCESSIONS BUILDING	LS	1	\$250,000	\$250,000
ELECTRICAL IMPROVEMENTS	LS	1	\$45,000	\$45,000
PARK SIGNAGE	EA	2	\$10,000	\$20,000
RAISED ENABLING GARDENS	LS	1	\$10,000	\$10,000
PCC PARKING, 7"	SY	3,000	\$55	\$165,000
PCC WALKS, 5"	SY	1,000	\$50	\$50,000
UNIT PAVERS	SY	210	\$130	\$27,300
MISC. LANDSCAPE IMPROVEMENTS	LS	1	\$70,000	\$70,000
WATER FEATURE	LS	1	\$75,000	\$75,000
SITE FURNISHINGS (BENCHES, LITTER RECEPTACLES, BIKE RACKS)	LS	1	\$15,000	\$15,000
BLEACHERS	LS	1	\$15,000	\$15,000
CONVENTIONAL SEEDING, FERTILIZER AND HYDROMULCHING, TYPE 1	AC	0.8	\$5,000	\$3,750
IMPROVEMENTS SUBTOTAL				\$919,300
CONTINGENCY (15%)				\$137,895
DESIGN AND ENGINEERING SERVICES (15%)				\$137,895
TOTAL				\$1,195,090

NOTE: Costs do not include an property acquisition that may be required.

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: September 4, 2019
RE: West End Park Master Plan

Policy Issue: Council needs to accept the final deliverable of a contract; Council should provide direction to staff on financial priorities

Recommendation: To approve the resolution as proposed

Background: West End Park was beginning to undergo a transition prior to the July 19th tornado, which created an opportunity for the park to be laid out in a way that complements the many events and activities that are now occurring in the 13th Street District. The way to do that was through a master plan focusing only on West End Park. While there are recommendations in the Parks and Rec Master Plan for needs in West End Park (see below), there was not a larger vision of how the park could be utilized.

WEST END / TANKERSLEY PARK 220 N 13TH STREET		PRIORITY PARK	
	RECOMMENDATION	DESCRIPTION	COST
Short	Updated Facilities  	Replace restroom facility	\$
	13th Street District  	Promote and encourage community events, activities, and gatherings	\$
	Safety and Awareness  	Incorporate more lighting in key locations throughout the park to increase safety and visibility	\$
Mid	Diversify Amenities  	Build upon the close proximity to the Veterans Home. Incorporate opportunities for seniors and those with disabilities such as enabling/healing gardens, walking trails, etc.	\$
Long	Improved Drainage   	Enhance appearance and function of drainage way through riparian restoration and reduce the amount of turf/grass to be mown	\$

 (0-3 yrs)  (4-6 yrs)  (7-10 yrs)

 Maintenance  Accessibility  Safety  Diversity  People  CIP Considerations

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



Working with Bolton and Menk, a planning session was held in which feedback was given by both 13th Street board members and City staff about the functionality and desires for the future of the park. Focus was placed on a performance space, control of stormwater, parking, restroom/concession stand/tornado shelter, and interactive experiences for kids. What resulted from the planning session and feedback is the attached summary. Bolton and Menk has also provided some conceptual pictures, which we are not going to release publicly at this time and reserve for fundraising purposes.

The total proposed improvements have been broken down into a first phase and other phases, for the ease of actually completing the improvements. The cost opinion is attached with phase 1 improvements including:

- Event lawn
- Shelter/performance space
- Natural playscape
- Sidewalks
- Rain garden/boardwalk/stormwater improvements

The estimated cost of phase 1 is \$549,640. In further talks with the 13th Street District, they would like to take on the design of the shelter/performance space and purchase the materials. The City's project would include the installation of the shelter and the other items listed in the phase 1 cost opinion. This would remove approximately \$100,000 from the overall budget. This is a great partnership with a non-profit entity, where we are all working towards improving the quality of life in our community.

We would also recommend moving forward with the streambank stabilization at some point in the near future. The previous shelter was very close to the streambank and erosion was becoming a concern. While we do not know what this would look like, we would like the Council to be aware that this is a potential project that might need to occur. It could be funded through the Stormwater Fund, as Braddy Creek is part of our stormwater collection system.

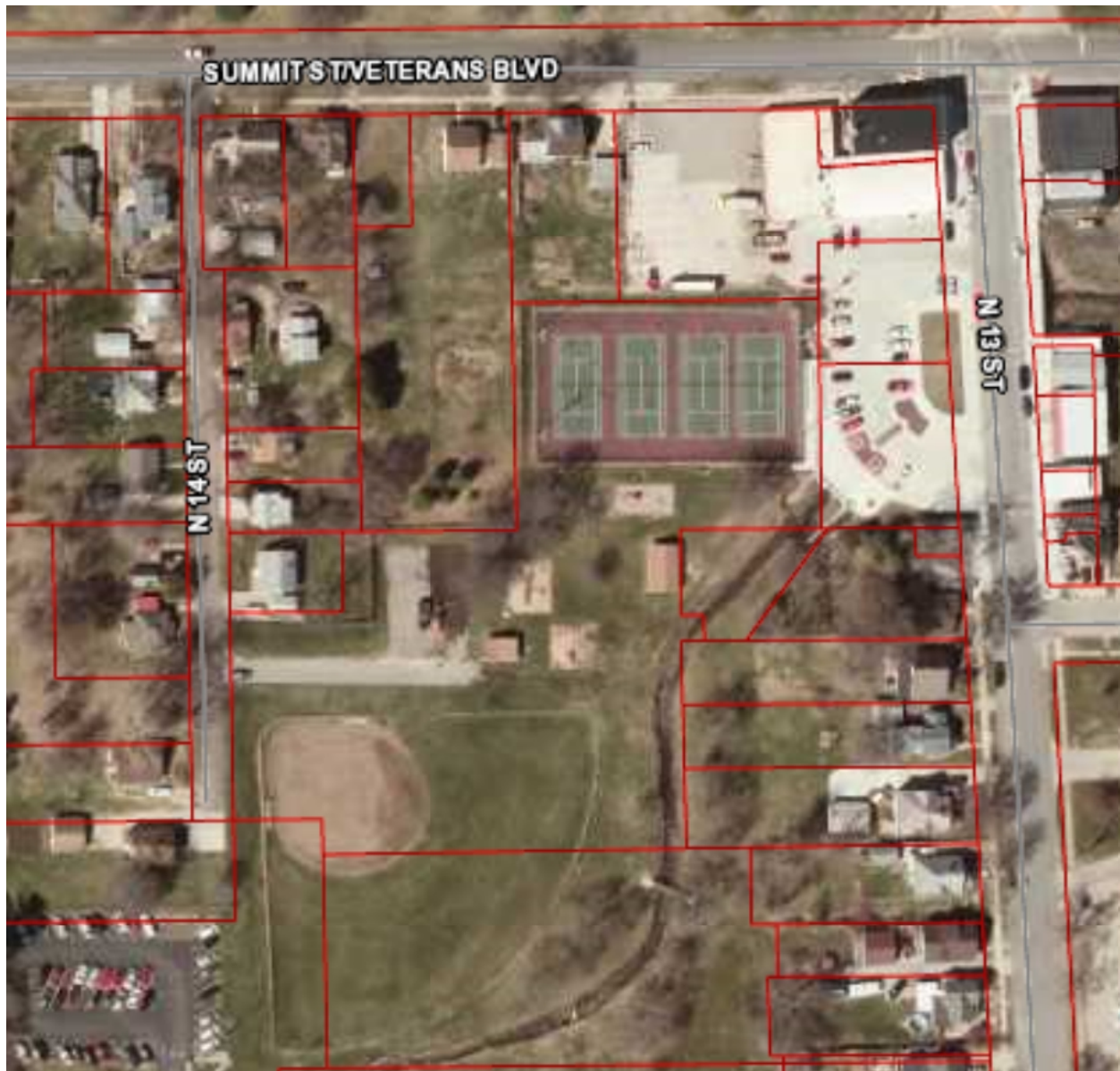
We would propose the City fund the remaining portion of phase 1 through bond proceeds. Ultimately, the phase 1 amount exceeds what we would be able to budget annually from the Capital Improvement tax levy. The CIP has also not included any additional improvements at West End Park, as it had recent projects. The City Council will discuss the potential borrowing for the next calendar year at the September 23rd Council meeting, and we are requesting this be included on the list of things to consider bonding for.

Budget Impact: \$13,000 for the plan; paid from insurance proceeds. This leaves \$23,267.23 remaining in insurance proceeds to go towards the project. The request to borrow \$425,000 for the first phase would be included in the conversation of the planned borrowing this fall for projects in CY2020.

Attachment: Improvement summary page, cost opinion

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





City Council

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

Marshalltown





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: 5 September 2019

RE: Marshall County Crime Stoppers Public Safety Cameras

Policy Issue: Marshall County Crime Stoppers desires to gift public safety camera equipment to the City Of Marshalltown. Receipt of this equipment requires city council approval.

Recommendation: Staff recommends that the city council accept this equipment.

Background: In 2017, the City of Marshalltown collaborated with Marshall County Crime Stoppers on the implementation of a public safety camera program. Marshall County Crime Stoppers raised private and public funds to assist the City and the Marshall County Sheriff's Office in the implementation of a limited public safety camera program. As part of this project, public safety camera sites were installed at three locations in Marshalltown at a cost of approximately \$66,000.00. Marshall County Crime Stoppers desires to gift this equipment to the City. If this gift were accepted, the City would be responsible for maintenance, repairs and software upgrades. These camera sites have been useful tools for the police department to utilize as investigative resources.

Budget Impact: Equipment maintenance, repair, replacement and software upgrades.

Attachment: Letter from Marshall County Crime Stoppers.

CITY COUNCIL

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

MARSHALL COUNTY CRIME STOPPERS

PHONE: 641-753-1234

112 W CHURCH STREET

MARSHALLTOWN, IA 50158



August 27, 2019

Michael Tupper
Chief of Police
Marshalltown Police Department
22 North Center Street
Marshalltown, IA 50158

Dear Mike:

This letter is to inform you that the Marshall County Crime Stoppers Board of Directors has approved gifting the Marshalltown Safety Camera Network equipment and software to the City of Marshalltown.

In addition, Marshall County Crime Stoppers has transferred to the City of Marshalltown, the remaining funds in our bank account that were designated for the Safety Camera Network. It is our understanding that these funds will be used for future maintenance of the camera equipment and software.

We appreciate the cooperation of the Marshalltown Police Department and our other area law enforcement officials as we work together to make Marshall County a safer place, to live, work and play.

Please let me know if you have any questions.

Sincerely,

Mark Osmundson
Chair

Marshall County Crime Stoppers Board:

Mark Osmundson, Chair
Joel Greer, Vice Chair
Mike Schlesinger, Treasurer

Mike Miller
Carol Hibbs
Todd Steinkamp

Ellen Bergman
Miguel Gutierrez
Fund-Raising: Larry A. Raymon

Crime Stoppers is based on the principle that someone other than the criminal has information that can help solve a crime

2019-____

RESOLUTION AUTHORIZING THE CITY OF MARSHALLTOWN TO ACCEPT THE GIFT OF PUBLIC SAFETY CAMERA EQUIPMENT FROM MARSHALL COUNTY CRIME STOPPERS.

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 Marshall Count Crime Stoppers has offered to gift the City public safety camera equipment located in the City of Marshalltown valued at approximately \$66,000.00; and

WHEREAS the Council has found it to be in the best interests of the City of Marshalltown, Iowa, and the Marshalltown Police Department to accept said equipment.

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 accept this gift of public safety camera equipment.

Passed this 9th day of September 2019, and signed this _____ day of September 2019.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION TO ACCEPT IOWA DOT GRANT AWARD
FOR AIRPORT TERMINAL & HANGAR IMPROVEMENTS FOR THE
MARSHALLTOWN MUNICIPAL AIRPORT
IN THE AMOUNT OF \$320,000.00

WHEREAS, there is herewith submitted to this Council for acceptance of the Iowa DOT funding for THE AIRPORT TERMINAL & 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 accept the Iowa DOT funding for Airport Terminal & 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



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Central Region
Iowa, Kansas, Missouri, Nebraska

FAA ACE-600
901 Locust
Kansas City, MO 64106

July 2, 2019

Mr. Justin Nickel
Public Works Director
Marshalltown Municipal Airport
24 North Center Street
P.O. Box 757
Marshalltown, IA 50158

Dear Mr. Nickel:

We are enclosing the original and one copy of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-19-0058-016-2019 at Marshalltown Municipal Airport in Marshalltown, IA. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **7/31/2019**, in order for the grant to be valid.
 - The date of the attorney's signature must be on or after the date of the sponsor's authorized representative's signature.
 - All signatures must be made with blue or black ink; Signature stamps will not be accepted.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. After you properly execute the grant agreement:
 - Return one executed original Grant Agreement to our office via US mail or commercial courier.
 - Retain one copy of the executed Grant Agreement for your records.
- e. Because time is now critical for entering the executed grant into the FAA system, we request you send a copy of the signed agreement to our office by facsimile, (816) 329-2610, or email, anthony.pollard@faa.gov, prior to sending the hardcopy document through U.S. mail or commercial courier.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses**

consistent with project progress. Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

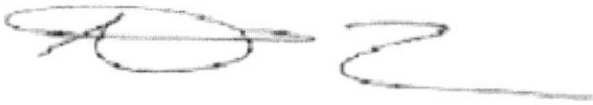
- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at end of the Federal fiscal year.
 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

I am the assigned program manager for this grant and am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

A handwritten signature in black ink, appearing to read 'APollard', with a long horizontal flourish extending to the right.

Anthony Pollard
State Airport Engineer - Iowa

**IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT
FOR THE FISCAL YEAR 2020
Airport Improvement Program**

This AGREEMENT is made between the Iowa Department of Transportation called the "Iowa DOT" and **City of Marshalltown**, hereafter the "SPONSOR".

1.00 PURPOSE: The purpose of this agreement is to set forth terms, conditions and obligations for accomplishment of certain improvements at the **Marshalltown Municipal Airport** hereafter the "Airport."

Improvements shall consist of: **Terminal and Hangar Site Improvements**, as more clearly defined in the project application.

It shall be referred to as the "Project" and shall be identified by
Project number: **9I200MIW100**
Contract number: **21627**

2.0 GENERAL PROVISIONS

2.01 The SPONSOR shall have 90 days to sign and return this agreement or the Iowa DOT reserves the right to revoke this grant.

2.02 The SPONSOR shall have the project under contract no later than 12 months after the date of the agreement or the Iowa DOT reserves the right to revoke this grant.

2.03 The Iowa DOT agrees to reimburse the SPONSOR **80%** of the eligible project costs, not to exceed the maximum amount payable of **\$320000**, incurred according to the terms of this agreement. Reimbursement will be made in whole dollar amounts only, rounded down. Final payment request may include documentation of unreimbursed amounts due to rounding, and final reimbursement will be made up to the contract amount in whole dollars.

2.04 All projects meeting the definition of public improvements shall follow the competitive bid and competitive quotation procedures for vertical infrastructure as identified in Chapter 26 of the Code of Iowa and 761 Iowa Administrative Code Chapter 180.
(<http://www.legis.state.ia.us/Rules/Current/iac/761iac/t180/t180.pdf>)

- Competitive bid procedures for all projects greater than \$139,000.
- Competitive quotation procedures for airport authorities and city sponsors with populations greater than 50,000 for projects between \$77,000 and \$139,000
- Competitive quotation procedures for airport authorities and city sponsors with population of 50,000 or less for projects between \$57,000 and \$139,000,
- Informal local procedures for projects less than the thresholds identified for competitive quotations.

The SPONSOR shall follow requirements of the Iowa Code Section 544A.18, 193B Iowa Administrative Code Chapter 5, Chapter 542B of the Code of Iowa, and 193C Administrative Code Chapter 1 to determine when professional engineering or architectural plans and

specifications must be used. The SPONSOR shall submit any plans, specifications and other contract documents to the Iowa DOT for its files.

- 2.05 Should the SPONSOR fail to comply with any Condition or Assurance provided herein, the Iowa DOT may withhold further payment and may require reimbursement of any or all payments made by the Iowa DOT toward accomplishment of the Project.
- 2.06 The Iowa DOT shall not waive any right of authority by making payments pursuant to this agreement, and such payments shall not constitute approval or acceptance of any part of the Project.
- 2.07 Neither the Department nor the Sponsor intend to create rights in, and shall not be liable to, any third parties by reason of this agreement.
- 2.08 If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby if such remainder would then continue to conform to applicable law and the intent of this agreement.
- 2.09 The Iowa DOT shall determine what costs charged to the project account are eligible for participation under the terms of this agreement and the SPONSOR shall bear all additional costs accepted and paid. Only those eligible costs incurred after this agreement is executed shall be reimbursed, unless the SPONSOR receives written notice from the Iowa DOT that the Sponsor has authority to incur costs.
- 2.10 Notwithstanding any other provisions of this agreement, the Iowa DOT shall have the right to enforce, and may require the SPONSOR to comply with, any and all Conditions and Assurances agreed to herein.
- 2.11 The Iowa DOT's obligations hereunder shall cease immediately, without penalty of further payment being required, in any year for which the General Assembly of the State of Iowa fails to make an appropriation or reappropriation to pay such obligations, and the Iowa DOT's obligations hereunder shall cease immediately without penalty of further payment being required at any time where there are not sufficient authorized funds lawfully available to the Iowa DOT to meet such obligations. The Iowa DOT shall give the SPONSOR notice of such termination of funding as soon as practicable after the Iowa DOT becomes aware of the failure of funding. In the event the Iowa DOT provides such notice, the SPONSOR may terminate this agreement or any part thereof.
- 2.12 The SPONSOR is the contracting agent and, as such, retains sole responsibility for compliance with local, state and federal laws and regulations related to accomplishment of the Project. The sponsor shall ensure compliance with Title VI of the Civil Rights Act of 1964, 78 STAT. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4, and all requirements imposed by or pursuant to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Iowa DOT.

In accordance with Iowa Code Chapter 216, the SPONSOR shall not discriminate against any

person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.

- 2.13 Funding will be available for reimbursement of the project for three years after the date of the agreement, unless appropriations are withdrawn under 2.10. Assurances in this agreement remain in full force and effect for a period of 20 years from the date of the agreement.
- 2.14 The SPONSOR agrees to indemnify, defend, and to hold the Iowa DOT harmless from any action or liability out of the design, construction, maintenance and inspection or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Iowa DOT's application review and approval process, plan and construction reviews, and funding participation.
- 2.15 In the case of any dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to the Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after 10 days notice to the other party of the intent to seek arbitration. The written notice must include a precise statement of the dispute. The Iowa DOT and the SPONSOR agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.
- 2.16 Infrastructure and/or work products developed through this grant become the property of the SPONSOR and the SPONSOR's responsibility to maintain.
- 2.17 The attached Exhibit A, "Utilization of Targeted Small Business (TSB) Enterprises on Non-Federal Aid Projects (Third-Party State Assisted Projects)," will apply and is hereby made a part of this Agreement.

3.00 PROJECT CONDITIONS

- 3.01 The SPONSOR Agrees to:
 - (a) Let contracts according to provisions of Chapter 26 of the Iowa Code and preside at all public hearings occasioned by the Project.
 - (b) Contract for all professional and construction services as needed, submitting a copy of any engineering/consultant contract to the Iowa DOT. If the engineering/consultant agreement is more than \$50,000 and the sponsor will request state reimbursement for the engineering/consultant services, the agreement must be submitted to the Iowa DOT for pre-audit prior to execution of the agreement.
 - (c) Establish and maintain a project schedule and provide the schedule to the Iowa DOT.
 - (d) Obtain and provide the sales tax exemption certificates through the Iowa Department of Revenue and Finance to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
 - (e) Submit to the Iowa DOT a Request for Reimbursement form, copies of invoices, and proof of payment for reimbursement. Progress payments are allowed.
 - (f) Inspect work and equipment, test materials, and control construction to ensure that the design intent of the plans and specifications is achieved.
 - (g) Inform the Iowa DOT of construction completion and allow the Iowa DOT access to review the completed project.
 - (h) Certify satisfactory completion of the Project by resolution or signed final acceptance

- form and provide a copy to the Iowa DOT.
- (i) Retain all records relating to project cost, including supporting documents, for a period of three (3) years following final payment by the Iowa DOT, and to make such records and documents available to Iowa DOT personnel for audit.
 - (j) Ensure that applicable General Provisions and Project Conditions are included in any agreement between the SPONSOR and Engineer/Consultant.

4.00 SPECIAL PROVISIONS

4.01 None

5.00 SPONSOR ASSURANCES

By authorizing execution of this agreement the SPONSOR hereby certifies that:

- 5.01 It will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the assurances made herein, unless by such transaction the obligation to perform all such covenants are assumed by another public agency found by the Iowa DOT to be eligible under the laws of the State of Iowa to assume such obligations and to have the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for the management or operation of the Airport by any agency or person other than the SPONSOR or an employee of the SPONSOR, the SPONSOR will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with these assurances. The SPONSOR retains responsibility for compliance with these assurances and all other provisions of this agreement, regardless of any arrangement for management or operation of the airport.
- 5.02 It will not dispose of or encumber its title or other interests in the site and facilities during the 20-year period of this agreement.
- 5.03 It will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the Airport and will not permit any activity thereon which would interfere with its use for airport purposes.
- 5.04 Insofar as it is within its power and reasonable, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace and by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Section 77.23 as applied to Section 77.25, Part 77, of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, or any portion of a runway approach area in which the Sponsor has acquired, or hereafter acquires.
- 5.05 It will operate and maintain the facility in accordance with the minimum standards as may be

required or prescribed by the Iowa DOT for the maintenance and operation of such facilities as identified in the Iowa Administrative Code 761-Chapter 720.10

5.06 It will operate the Airport as such for the use and benefits of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the SPONSOR specifically agrees that it will keep the Airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without unlawful discrimination between such types, kinds, and classes. The SPONSOR may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the airport. The SPONSOR may also prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation need of the public. It will operate the Airport on fair and reasonable terms, and without unjust discrimination.

5.07 The SPONSOR will keep up-to-date and provide to the Iowa DOT an airport layout plan. The SPONSOR will not make or permit the making of any changes or alterations in the Airport or any of its facilities other than in conformity with the airport layout plan, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

6.00 EXECUTION OF THE AGREEMENT. By resolution made a part of this agreement the SPONSOR authorized the undersigned to execute this agreement.

Signed this _____ day of _____, _____, on behalf of the SPONSOR.

By: _____ Attested: _____

Title: _____ Title: _____

Signed this _____ day of _____, _____, on behalf of the Iowa Department of Transportation.

By: _____
Stuart Anderson
Director
Planning, Programming and Modal Division

Exhibit A

CONTRACT PROVISION

Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)

March 2019

CONTRACT PROVISION

Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal-aid Projects (Third-party State-Assisted Projects)

1. TSB DEFINITION

A TSB is a small business, as defined by Iowa Code Section 15.102(10), which is 51% or more owned, operated and actively managed by one or more women, minority persons, service-disabled veterans or persons with a disability provided the business meets all of the following requirements: is located in this state, is operated for profit and has an annual gross income of less than 4 million dollars computed as an average of the three preceding fiscal years.

2. TSB REQUIREMENTS

In all State-assisted projects made available through the Iowa Department of Transportation, local governments have certain affirmative action requirements to encourage and increase participation of disadvantaged individuals in business enterprises. These requirements are based on Iowa Code Section 19B.7. These requirements supersede all existing TSB regulations, orders, circulars and administrative requirements.

3. TSB DIRECTORY INFORMATION

Available from: Iowa Economic Development Authority
Targeted Small Business Certification Program
200 East Grand Avenue
Des Moines, IA 50309
Phone: (515-348-6159)
Website: <https://iowaeconomicdevelopment.com/tsb>

4. THE CONTRACTOR'S TSB POLICY

The contractor is expected to promote participation of disadvantaged business enterprises as suppliers, manufactures and subcontractors through a continuous, positive, result-oriented program. Therefore, the contractor's TSB policy shall be:

It is the policy of this firm that Targeted Small Business (TSB) concerns shall have the maximum practical opportunity to participate in contracts funded with State-assisted funds which are administered by this firm (e.g. suppliers, manufactures and subcontractors). The purpose of our policy is to encourage and increase the TSB participation in contracting opportunities made available by State-assisted programs.

5. CONTRACTOR SHALL APPOINT AN EQUAL EMPLOYMENT OPPORTUNITY (EEO) OFFICER

The contractor shall designate a responsible person to serve as TSB officer to fulfill the contractors affirmative action responsibilities. This person shall have the necessary statistics, funding, authority and responsibility to carry out and enforce the firm's EEO policy. The EEO officer shall be responsible for developing, managing and implementing program on a day-to-day basis. The officer shall also:

- A. For current TSB information, contact the Iowa Economic Development Authority (515-348-6159) to potential material suppliers, manufactures and contractors.
- B. Make every reasonable effort to involve TSBs by soliciting quotations from them and incorporating them into the firm's bid.
- C. Make every reasonable effort to establish systematic written and verbal contact with those TSBs having the materials or expertise to perform the work to be subcontracted, at least two weeks prior to the time quotations are to be submitted. Maintain complete records of negotiation efforts.
- D. Provide or arrange for assistance to TSBs in seeking bonding, analyzing plans/specifications or other actions that can be viewed as technical assistance.

- E. Ensure the scheduled progress payments are made to TSBs as agreed in subcontract agreements.
- F. Require all subcontractors and material suppliers to comply with all contract equal opportunity and affirmative action provisions.

1. COUNTING TSBs PARTICIPATION ON A PROJECT

TSBs are to assume actual and contractual responsibilities for provision of materials/supplies, subcontracted work or other commercially useful function.

A. The bidder may count:

- (1) Planned expenditures for materials/supplies to be obtained from TSB suppliers and manufacturers; or
- (2) Work to be subcontracted to a TSB; or
- (3) Any other commercially useful function.

B. The contractor may count:

- (1) 100% of an expenditure to a TSB manufacturer that produces/supplies goods manufactured from raw materials.
- (2) 60% of an expenditure to TSB suppliers that are not manufacturers; provided the suppliers perform a commercially useful function in the supply process.
- (3) Only those expenditures to TSBs that perform a commercially useful function in the work of a contract, including those as a subcontractor.
- (4) Work the Contracting Authority has determined that it involves a commercially useful function. The TSB must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the TSB program. For example, leasing equipment or purchasing materials from the prime contractor would not count.

2. REQUIRED DATA, DOCUMENTS AND CONTRACT AWARD PROCEDURES FROM BIDDERS/CONTRACTORS FOR PROJECTS WITH ASSIGNED GOALS

A. Bidders

Bidders who fail to demonstrate reasonable positive efforts may be declared ineligible to be awarded the contract. Bidders shall complete the bidding documents plus a separate form called "TSB Pre-Bid Contact Information". This form includes:

- (1) Name(s) of the TSB(s) contacted regarding subcontractable items.
- (2) Date of the contract.
- (3) Whether or not a TSB bid/quotation was received.
- (4) Whether or not the TSB's bid/quotation was used.
- (5) The dollar amount proposed to be subcontracted.

B. Contractors Using Quotes From TSBs

Use those TSBs whose quotes are listed in the "Quotation Used in Bid" column along with a "yes" indicated on the Pre-bid Contact Information form.

A. Contractors NOT Using Quotes From TSBs

If there are no TSBs listed on the Pre-bid Contract Information form, then the contractor shall document all efforts made to include TSB participation in this project by documenting the following:

- (1) What pre-solicitation or pre-bid meetings scheduled by the contracting authority were attended?
- (2) Which general news circulation, trade associations and/or minority-focused media were advertised concerning the subcontracting opportunities?
- (3) Were written notices sent to TSBs that TSBs were being solicited and was sufficient time allowed for the TSBs to participate effectively?
- (4) Were initial solicitations of interested TSBs followed up?
- (5) Were TSBs provided with adequate information about the plans, specifications and requirements of the contract?
- (6) Were interested TSBs negotiated with in good faith? If a TSB was rejected as unqualified, was the decision based on an investigation of their capabilities?
- (7) Were interested TSBs assisted in obtaining bonding, lines of credit or insurance required by the contractor?
- (8) Were services used of minority community organization, minority contractors' groups; local, State and Federal minority business assistance offices or any other organization providing such assistance.

The above documentation shall remain in the contractor's files for a period of three (3) years after the completion of the project and be available for examination by the Iowa Economic Development Authority.

3. POSITIVE EFFORT DOCUMENTATION WHEN NO GOALS ARE ASSIGNED

Contractors are also required to make positive efforts in utilizing TSBs on all State-assisted projects which are not assigned goals. Form "TSB Pre-bid Contact Information" is required to be submitted with bids on all projects. If there is no TSB participation, then the contractor shall comply with section 7C. of this document prior to the contract award.

**UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES
ON NON-FEDERAL AID PROJECTS
(THIRD-PARTY STATE-ASSISTED PROJECTS)**

In accordance with Iowa Code Section 19B.7, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-725-3132) or from its website at: <https://www.iowa.gov/tsb/index.php/home>.
2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For construction contracts:
 - a) Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available on-line at:

http://www.dot.state.ia.us/local_systems/publications/tsb_contract_provision.pdf
 - b) Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
 - a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.
 - b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.
2. Bidding proposals or RFPs noting established TSB goals, if any.
3. The attached "Checklist and Certification." This form shall be filled out upon completion of each project and forwarded to: Iowa Department of Transportation, Civil Rights Coordinator, Office of Employee Services, 800 Lincoln Way, Ames, IA 50010.

CHECKLIST AND CERTIFICATION
For the Utilization of Targeted Small Businesses (TSB)
On Non-Federal-aid Projects (Third-Party State-Assisted Projects)

Recipient: _____ Project Number: _____

County: _____ Agreement Number: _____

1. Were the names of qualified TSB firms obtained from the Iowa Department of Inspections and Appeals? ☐ YES ☐ NO

If no, explain _____

2. Were qualified TSB firms notified of project? ☐ YES ☐ NO

If yes, by ☐ letter, ☐ telephone, ☐ personal contact, or ☐ other (specify) _____

If no, explain _____

3. Were bids or proposals solicited from qualified TSB firms? ☐ YES ☐ NO

If no, explain _____

4. Was a goal or percentage established for TSB participation? ☐ YES ☐ NO

If yes, what was the goal or percentage? _____

If no, explain why not: _____

5. Did the prime contractor or consultant use positive efforts to utilize TSB firms on subcontracts? ☐ YES ☐ NO

If no, what action was taken by Recipient? _____

Is documentation in files? ☐ YES ☐ NO

6. What was the dollar amount reimbursed to the Recipient
from the Iowa Department of Transportation?

\$ _____

What was the final project cost?

\$ _____

What was the dollar amount performed by TSB firms?

\$ _____

Name(s) and address(es) of the TSB firm(s) _____

(Use additional sheets if necessary)

Was the goal or percentage achieved? ☐ YES ☐ NO

If no, explain _____

As the duly authorized representative of the Recipient, I hereby certify that the Recipient used positive efforts to utilize TSB firms as participants in the State-assisted contracts associated with this project.

Title

Signature



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

September 4, 2019

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

From: Justin Nickel
Director of Public Works

Re: Airport Development Program Agreement – Iowa DOT for Terminal and Hangar Site Improvements

Policy Issue: City policy requires approval of all Intergovernmental agreements

Recommendation: Staff recommends approving the Agreement with Iowa DOT for construction not to exceed \$320,000.

Background: This agreement will fund the construction of the Terminal and Hangar site improvements. The DOT will reimburse for eligible costs at 80%, not to exceed \$320,000.

Budget Impact: The AIP grant will fund the construction at approximately 80% of the cost up to \$320,000.

Attachment: AIP Agreement.

cc: Jessica Kinser, City Administrator

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





Marshalltown Street Dept.

c/o Justin

I would like to thank your department for responding so quickly to my questions.

All of the families on

North 17th Street would like

to request the "dead end" sign be put back in place as it was damaged by the storm.

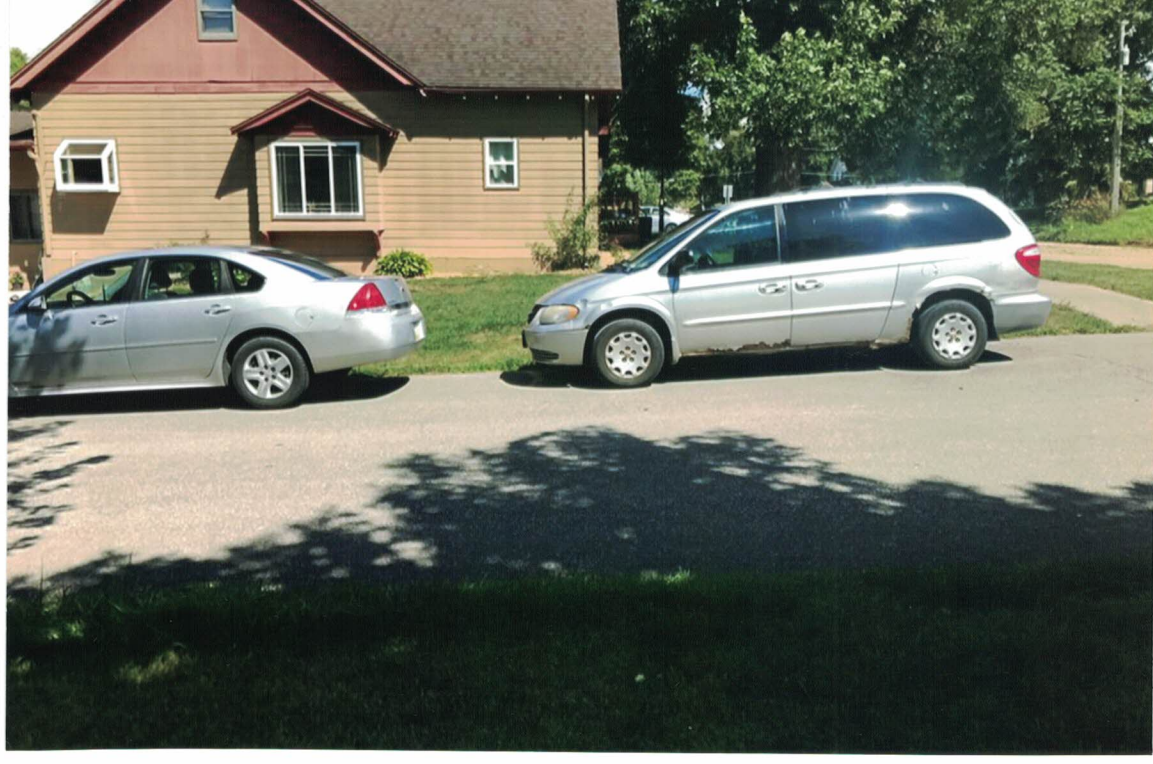
Could it possibly be put facing east and west so it's more visible? We have no

curbs so vehicles are driving

thru our yards and the

fire hydrant just got hit

again last week from



a truck that tried to turn around by driving thru 2 neighbors yards.

Also we were wondering if there could be no parking signs on both sides, ~~at least~~ ~~because~~ we have several vehicles that do not live on the dead end and they park so close to the stop sign that it creates a bottleneck every day and every night.

It creates an obstructed view for those coming in and going out. With school starting and kids walking it can be dangerous. Thank you for your time. Rocky & Lissa Monk

641-751-5580

ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY
AMENDING CHAPTER 77, SCHEDULE II, NO PARKING ANYTIME, BY ADDING NO PARKING ON 17TH
STREET FROM MAIN STREET TO 220' NORTH TO THE CREEK

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

Section 1. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by inserting the following line into the table listed in Chapter 77, Schedule II, No parking anytime. The parking of vehicles is hereby prohibited at all times on certain streets and locations hereafter set forth as follows:

Side		On Street	From	To
BOTH	N	17 th ST	MAIN ST	220' NORTH (to the creek)

Section 2. That this ordinance shall be in full force and effect after its passage and publication as by law.

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

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

I, Shari L. Coughenour, CMC, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the foregoing ORDINANCE was passed and approved by the City Council of the City of Marshalltown, Iowa, on the __ day of _____, 2019, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the __ day of _____, 2019.

Shari L. Coughenour, CMC, City Clerk

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: September 4, 2019
RE: Promotional and Tourism Agreement

The City's agreement with the Convention and Visitor's Bureau/Chamber of Commerce expired on June 30th and is open for renewal. On July 1st the CVB ceased to exist as another entity, and everything is now under the umbrella of the Marshalltown Area Chamber of Commerce. I have been working with Lynn Olberding, President and CEO of the Chamber, since that time to come up with a new agreement that governs the use of the hotel/motel tax funds.

The attached draft is what we have put together with some slight modifications based off of feedback from the Chamber Board. It is now your turn for input. This is a completely different agreement than in past years, and I would like to draw your attention to a few items which are new or are changed:

- Title
The title is for "Tourism and Promotional Services" which is defining things more broadly than before. This directly relates back to Goal 2, Objective 3, which is to support the marketing and promotion of the community.
- Scope of Work
The prior contract did not specify what the City expected for the payments made to the CVB, so this is a completely new section. While we kept some things that the CVB has been doing, like the community calendar, hospitality materials, and meeting and convention services, we also added a few things.

Item b also relates directly back to Goal 2, Objective 3 of the strategic plan and incorporates the Council's desire to support the promotion of the community through an organization other than the City doing the work. The Chamber is agreeing to develop a marketing campaign for the community, with the caveats to protect against unknown costs of the elements of a community marketing campaign.

Item e is related to something that has developed as a community need: community special event services. Events are a difficult thing to undertake, as we found out with the Jason Brown concert, and having a partner to help you through the process is currently a need that has not been filled in the community.

City Council

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



- Fee (#2) and Duration (#4)

The Chamber Board has requested that we leave the funding at 67% for the current fiscal year and leave this as a one-year agreement. I had proposed different funding language and a 2-year period, but the request from the Chamber is possible to work with and is included in the attachment.

- Reporting

While we had been quarterly presentations at the Council, that was not a requirement. The agreement before you looks for reporting on a variety of things that were previously reported on, but also says that we will identify some performance measures with the Chamber and help track that data. This should provide better indicators to the community about the overall health of the tourism industry.

- What is not included

The previous versions of the agreement governed the creation of a CVB and the board membership and makeup. We have given up this level of control as it was not necessary for the City. It also allows the Chamber to decide who is best placed on their Tourism and Quality of Life Committee.

The new agreement also removes language that would allow the City to amend the agreement should financial conditions change. In a one-year agreement, this is not as important as it would have been in a multi-year agreement.

There is no language saying where the Chamber has to be located to provide these services. While the previous contract was not mandating the location to be the Fisher Community Center, it was specified in a special section as the location of the CVB.

If the language that is before you tonight is acceptable, I would recommend a motion to move the agreement forward to the September 23rd City Council meeting.

City Council

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



AGREEMENT FOR TOURISM AND PROMOTIONAL SERVICES WITH THE MARSHALLTOWN AREA CHAMBER OF COMMERCE

WHEREAS, the City of Marshalltown (hereinafter referred to as “City”) desires to enter into a contract to provide tourism and promotional services which effectively promote and develop the visitor experience to Marshalltown as well as services that encourage residents to attend and support community events; and

WHEREAS, the Marshalltown Area Chamber of Commerce (hereinafter referred to as “Chamber”) is capable of providing the services desired;

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

1. Scope of Work

The following scope of services are necessary and appropriate to promote and develop the visitor experience to Marshalltown:

- a. Community Calendar and Electronic Message Board
The Chamber will provide a Community Calendar in an online and mobile format and serve as the entity collecting and managing event data. The Chamber will also continue to maintain and operate the electronic message board.
- b. Marketing plan/campaign which enhances Marshalltown’s public image
The Chamber will coordinate a regional marketing campaign that focuses on the assets of the community as a whole. This should involve multiple forms of media, including television and social media. The Chamber will present a plan to the City Council and will report to the Council on any items that could be considered cost-prohibitive with the funding specified in item 2 below.
- c. Hospitality materials
The Chamber will create and distribute materials that provide information for visitors to the community.
- d. Convention and meeting services
The Chamber will work with local and out-of-town groups to provide information about the facilities available to host conventions and meetings and Marshalltown and coordinate with events occurring to ensure a positive visitor experience.
- e. Community event planning/coordination
The Chamber will work with community groups and with organizations outside of the community to assist the with coordination and planning of events that serve the broader community and benefit Marshalltown through increased visitors, hotel room stays, and general economic contributions to the community.

2. Fee for Scope of Work

For the services detailed above, the City of Marshalltown shall dedicate 67% of all hotel/motel tax received. The payments shall be made quarterly in the month following the City's receipt of the hotel/motel tax dollars from the Iowa Department of Revenue.

3. Reporting

The Chamber shall provide an annual report to the City Council no later than December 31 on its previous year's activities. The report should include:

1. A summary and analysis of the specific steps taken to perform the tasks in this contract;
2. Performance Measures. The Chamber and the City shall work together to develop performance measures which include data that measures the Chamber's success towards the scope of work. The City will assist in providing this data to the Chamber.
3. A report on the variety of specific promotion activities executed for the purpose of attracting visitors to Marshalltown. Include samples of advertising, which include family, quality of life and educational opportunities. The report should include a description of the specific promotion activities targeted at attracting visitors to Marshalltown during the fall, winter and spring. Include samples of advertising, which include family, quality of life and educational opportunities.
4. A report and analysis of the viability of new festivals and events for supporting additional tourism, including efforts the Chamber made to coordinate with other community groups on existing events.
5. A summary report of outreach efforts made by the Chamber to other organizations, businesses, and people to support the work of this contract.

4. Duration of Agreement

This agreement shall be for a one-year period beginning July 1, 2019 and end on June 30, 2020.

5. Amendment and Termination

Agreement may be terminated by either party by giving written notice only upon a finding of gross mismanagement or misappropriation of funds. In the event the hotel/motel tax is terminated by vote of the residents of the City of Marshalltown, Iowa, or by action of the Iowa Legislature, this agreement shall terminate ninety (90) days after receipt of the last tax revenues, or sooner if State law so provides.

6. Assignability

The Chamber shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written approval of the City.

7. Hold Harmless

By execution of this Agreement, the Chamber agrees to indemnify and hold harmless the City from any liability whatsoever arising under the terms of this Agreement and shall defend the City from any such claims, including payment of attorney fees and related costs.

8. Insurance

The Chamber shall maintain all necessary insurance coverage for Workers' Compensation, liability, errors and omissions and any other coverages necessary to provide the Scope of Work.

Approved and signed this _____ day of _____, 2019.

MARSHALLTOWN AREA CHAMBER OF
COMMERCE

CITY OF MARSHALLTOWN, IOWA

John Dawley
Board President

Joel T.S. Greer
Mayor

ATTEST:

Lynn Olberding
President/CEO

Shari L. Coughenour, CMC
City Clerk

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

REQUEST FOR PROPOSAL FOR CONSTRUCTION INSPECTION SERVICES FOR THE RENOVATAION OF THE VETERANS MEMORIAL COLISEUM

The City of Marshalltown is requesting proposals from qualified individuals or firms to provide construction inspection services for the upcoming renovation of the Veterans Memorial Coliseum. The Coliseum is expected to be out for bid by the end of September 2019, with an award to be made in October 2019. Construction is anticipated to last for 12 months. It is anticipated that the contract for construction inspection services will be awarded after the bids have been released and before bids are awarded.

The Veterans Memorial Coliseum is a 90 year-old historic structure located in downtown Marshalltown. In 2017 the City undertook a feasibility study with GTG Architects to determine the best future use of the space to meet the City's needs. The City ultimately contracted with GTG for the architecture and design of their preliminary concept. The ability to move forward with the project was delayed after the building sustained significant damage in the July 19, 2018, tornado. The remainder of 2018 involved a significant amount of emergency work completed to replace the roof and remove surfaces that were water-damaged.

Work got back on track in early 2018 when the City was notified of the insurance proceeds available to fund the renovation and could move forward with fundraising. The City Council has agreed to move forward with getting the project out to bid while fundraising continues. The plans and specifications are to be completed by September 23rd, and will be on the City Council agenda to order construction and set a public hearing at the September 23rd, Council meeting.

Scope of Work

The City expects the following services:

- Attend bid letting, preconstruction, and progress meetings.
- Act as Resident Construction Engineer
 - o Provide experienced on-site staff to provide services described herein, as dictated by Project phase.
 - o Schedule and conduct, as required, Project Meetings at which Contractor and key Project Team members are present. Meetings to review and discuss such matters as procedure, progress, scheduling, phasing, coordination and other issues relevant to the successful completion of the work. Prepare and distribute meeting summaries and issues log.

- o Facilitate the preparation of a Contractor's detailed schedule for the Project, including activity sequences and durations, allocation of labor, procurement of scope, processing of shop drawings and samples and delivery of long lead time procurement.
 - o Provide regular monitoring of the schedule and identify potential variances between scheduled and probable completion dates. Review schedule for work not started or incomplete and recommend to Owner and Contractor adjustments in the schedule.
 - o Recommend courses of action to the City when requirements of any contracts are not being fulfilled.
 - o Coordinate periodic site review by the Design Architect and other necessary consultants.
 - o Consult with the Design Architect and Local Architect of Record regarding Contractor RFI's or interpretation. Discuss with Owner, any disputes requiring resolution which may include action per terms in the contract for construction.
 - o Submit regular written progress reports to the City, including information pertaining to the work progress, the percentage of completion, change order log review and budget status.
- Prepare and review any change orders.
 - o Make recommendations to the City on any value or cost reduction opportunities
 - o Monitor to the overall budget for potential issues; report any budgetary issues to the City.
 - Coordination and facilitation of any claims or disputes.
 - Final review and project closeout.
 - o Direct the creation and implementation of punch list of incomplete, nonconforming, or unsatisfactory items.
 - o Coordinate transfer to Owner, all keys, manuals, record drawings and operations manuals. Assist Owner with obtaining temporary certificates of occupancy and permanent certificates of occupancy for the improvements, filing notices of completion, coordinating final payment, and securing final conditional waivers and any other activities which may be required to occupy the Project.

Timeline and Award

The City of Marshalltown is proposing the following timeline for the Request for Sealed Bid process.

- | | |
|------------------------------|-----------------------|
| • September 10, 2019 | Bid document released |
| • October 1, 2019 @ 10AM CST | Bids due |
| • October 14, 2019: | Council awards bid(s) |

Award(s) will be made based on the following criteria (not in any specific order):

- Overall firm experience
- Project experience of similar size and/or scope projects
- Qualifications of personnel
- Proposed Fee

Proposal Requirements

Proposals must contain the following information in order to be considered compliant:

A. Firm Background

- Name of Firm
- Location of principal and branch offices
- Length of time in business
- Firm ownership
- Other available services

B. Key Personnel

- Project organization chart including consultants or associated firms
- Resumes of key personnel

C. Approach

Provide a brief narrative of the approach to the following issues:

- Communication
- Cost control during design and construction
- Management information control and reporting system
- On-site representation
- Change Order procedures/negotiations
- Project close-out

D. Project Experience

List relevant projects illustrating qualifications for the scope of work, including project name, Owner with address and contact, Architect with address and contact, project cost.

Please also answer the following question: Has the firm ever entered into litigation/arbitration with the Owner? If so, explain.

E. Proposed Fee

Please specify the labor fee with a breakdown of estimated hours and rates, all reimbursable expenses (reproduction, postage, telephone, authorized travel and jobsite/general office supplies), and the total lump sum fee.

Sealed Bid Submission

All proposals must be in a sealed envelope with the vendor name and "Construction Inspection Services" written on the outside of the envelope. Bids are due no later than 10AM Central Standard Time on October 1, 2019, to the following:

City of Marshalltown
Attn: City Clerk
24 N. Center Street
Marshalltown, IA 50158

Any bids received after the due date will be rejected and not considered. A public bid opening will not be held. The City of Marshalltown will contact the individual or firm submitting the proposal which best fits the evaluation criteria about their proposal and further negotiate any items.

The City reserves the right to reject all bids.

General Terms and Conditions

- a. **Contract:** Any award of a contract resulting from this RFP will be made only by written authorization from City of Marshalltown upon approval by the City of Marshalltown City Council. The contract between City of Marshalltown and the Vendor shall consist of (1) the Request for Quote (RFP) and any amendments thereto and (2) the proposal submitted by the Vendor in response to the RFP. In the event of a conflict in language between these two documents, the provisions and requirements set forth and/or referenced in the RFP shall govern. The City also reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendor's proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern. The City reserves the right to amend the contract to include and Federal requirements specifically associated with the funding allocation and program compliance.
- b. **Compliance with Laws:** In connection with the furnishing of supplies or performance of work under the contract, the Vendor agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
- c. **Incurred Expenses:** This RFP does not commit the City to award a contract, nor shall the City be responsible for any cost or expense that may be incurred by the Vendor in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the Vendor prior to the execution of a contract agreement.
- d. **Insurance:** The successful bidder must provide the City a certificate of insurance with the following coverage limits and maintain said coverages at all times during the term of a Contract. The City shall be named as an additional insured under the liability policy required above.
 - Comprehensive General Liability \$1,000,000 per occurrence/\$2,000,000 aggregate
 - Worker's Compensation as required by law
 - Professional Liability for Errors and Omissions \$2,000,000
- e. **Independent Contractor:** Nothing contained in this RFP is intended or should be construed as creating the relationship of co-partners or joint ventures within the City. The Contractor shall remain an independent contractor, and all employees of the Contractor or its subcontractors shall remain the employees of the Contractor or subcontractor and shall not become the employees of the City.
- f. **Nondiscrimination:** All Contractors agree that during the life of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status, disability, sexual orientation, age, religion, or status with regard to public assistance, and shall intend a similar provision in all subcontracts entered into for the performance thereof.