

1. Agenda

Documents:

[AGENDA.PDF](#)

2. Supporting Meeting Documents

Documents:

[ARCHITECT SERVICES AGREEMENT - PROCHASKA.PDF](#)

[BILL LIST.PDF](#)

[DUMP TRUCK PURCHASE.PDF](#)

[JULY 2016 FINANCIAL REPORT.PDF](#)

[MINUTES.PDF](#)

[PACKET.PDF](#)

[SNYDER ENGINEERING SERVICES AGREEMENT.PDF](#)



COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET
October 24, 2016, at 5:30 PM

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

CALL TO ORDER: Mayor James L. Lowrance

PLEDGE OF ALLEGIANCE:

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

MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS:

Reserve Police Officer Certificate: Jerrod Leffler

Years of Service

5 Years: Robb Pippin, Street Department

Sarah Rosenblum, Library Director

Michael Tupper, Police Chief

APPROVAL OF AGENDA:

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

1. Approve Council meeting Minutes of October 10, 2016, and special council meeting minutes of October 11, 2016.
2. Receive Building Report for September, 2016.
3. Approve Bill List in the amount of \$1,669,496.08
4. Appoint Kurt Lynch to the Housing Appeal Board, indefinite appointment. Appoint Gary McKibben to the Investment Advisory Board, term expires 4/1/2019. Appoint Marla Grabenbauer to the Solid Waste Commission, term expires 3/1/2018.
5. Renewal liquor licenses: Haley's Deli BBQ and Catering; Tacos y Mariscos Maravilla.

(end of consent agenda items)

REPORT:

6. Police and Fire Building progress update

MOTION:

7. Approve July Financial Report

RESOLUTIONS:

8. Urban Renewal Area No. 3 – Hawkeye Hotels, LLC development agreement
 - a) **PUBLIC HEARING** – on development agreement
 - b) Resolution 2016-210 .Approving development agreement with Hawkeye Hotels, LLC, authorizing tax increment payments and pledging certain tax increment revenues to the payment of the agreement, in an amount not to exceed \$1,000,000.

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



9. Resolution 2016-211 Awarding Sale of Bonds, Series 2016B, \$4,870,000 General Obligation Municipal Building Bonds, relating to paying the cost of constructing, furnishing and equipping a facility for the joint use of the municipal police and fire departments.
10. Resolution 2016-212 Approving Architect Services Agreement with Prochaska & Associates, for the Joint Police-Fire Station Project.
11. Tentative Resolution 2016-213 Providing for the Conveyance and Transfer of Title to the Property described to Interstate Power and Light Company. Public Hearing set for November 14, 2016.
12. Resolution 2016-214 Accepting Bid and Authorizing the Purchase of one 2016 Dodge Journey SXT AWD vehicle for use in the Police Department as a Detective Vehicle, from Ken Wise Chrysler, \$19,676, including trade in of 2007 Ford Freestyle.
13. Resolution 2016-215 Declaring Surplus, 1991 Orion Bus VIN 2B1249874M6005583
14. Resolution 2016-216 Approving Purchase Contract with O'Halloran International for the purchase of a 2017 International 7400 SFA 4x2 dump truck with snow plow attachments, \$136,150.00.
15. Resolution 2016-217 Approving Snyder & Associates, Inc., Engineering Services Amendment No 1 for the Iowa River Trail Phase 1 project 41016001A, \$88,836.00.
16. Resolution 2016-218 Adopting the Marshall County Multi-Jurisdictional Hazard Mitigation Plan
17. Resolution 2016-219 Authorizing Grant Submission and Acceptance, if awarded, to Martha-Ellen Tye Foundation and Marshalltown Community Foundation for upgrade of the Mega 10 Park for playground equipment and gardens.
18. Resolution 2016-220 Agreement with AEA6 Foundation regarding rental of Pleasant Hill Pool for Parks & Recreation Programming.

DISCUSSION:

1. Conversion of Linn Street and Church Street to two way traffic

PUBLIC COMMENT:

ADJOURNMENT:

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**AIA**[®]

Document B132[™] – 2009

Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

AGREEMENT made as of the Tenth day of October in the year Two Thousand Sixteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Marshalltown
24 North Center Street
Marshalltown, Iowa 50158

and the Architect:
(Name, legal status, address and other information)

Prochaska & Associates
11317 Chicago Circle
Omaha, Nebraska 68154-2633

for the following Project:
(Name, location and detailed description)

Marshalltown Joint Police-Fire Station
909 S. 2nd Street
Marshalltown, Iowa 50518

Architectural Services for a new joint Police & Fire Station facility for the City of Marshalltown, Iowa.

The Construction Manager:
(Name, legal status, address and other information)

Unknown at time of execution

The Owner is currently developing the Request for Proposals for retaining the services of a Construction Manager as Advisor (CMA) for the Project.

The Owner and Architect agree as follows.

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132[™]–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232[™]–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132[™]–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232[™]–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

The Program for the combined Marshalltown Police & Fire Facility was developed by Prochaska & Associates as part of the Phase 1 Pre-Bond Planning document (June 24, 2016) and is itemized in Section 4, beginning on page 4.9.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

A new Police & Fire Station facility totaling about 54,150 gross square feet (GSF) consisting of a Police Department (26,596 GSF), Fire Department (18,216 GSF) and common use space (9,338 GSF). A stand-alone Police Patrol Vehicle Garage (9,200 GSF) will be constructed on the same site. The building will be constructed in Marshalltown, Iowa on acquired properties (the former Old Econofoods site and the adjacent former Knights of Columbus site), which are bounded by South 2nd Street on the east and West High Street on the south. The site is bounded by a city stormwater detention area to the west and by Linn Creek running diagonally to the northwest.

The preferred preliminary site concept locates the building diagonally on the site, with the main axis running northeast to southwest so the building faces both adjacent streets. Public, staff and service vehicles will access the site from either South 2nd Street or West High Street. Public parking will be located along the main entrance on the southeast side of the facility. Staff parking and the vehicle Garage will be located to the west. Fire apparatus

vehicles will access and exit drive-through bays to both streets, while a secure police Vehicular Sallyport will access the Police Department at the southwest end of the building.

The Owner will provide asbestos abatement and demolition of the existing Knights of Columbus building. The necessary infrastructure upgrades (stormwater containment, traffic signal, median modifications) will be provided by the Owner's separate civil engineering consultants. Site boundary and topographic surveys and structural geotechnical reports will be procured by the Owner during the Schematic Design phase.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Per the Phase 1 Pre-Bond Planning document, the Owner's Construction Budget ("Hard Costs") is estimated at \$12,961,101. Miscellaneous budget costs ("Soft Costs") are estimated at \$4,524,424, for a Total Project Budget of \$17,485,525.

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

Schematic Design: target date of December 1, 2016

Design Development: target date of mid-March, 2017

Construction Documents: target date of July 1, 2017

.2 Commencement of construction:

target date of September 1, 2017

.3 Substantial Completion date or milestone dates:

target date of December 2018

.4 Other:

§ 1.1.5 The Owner intends to retain a Construction Manager adviser and:

(Note that, if Multiple Prime Contractors are used, the term "Contractor" as referred to throughout this Agreement will be as if plural in number.)

[☐] One Contractor

[☐] Multiple Prime Contractors

[☒] Unknown at time of execution

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

Unknown at time of execution. Aside from the separate bid packages to be issued by the Owner (demolition and abatement; civil infrastructure work), the only phasing considered at this time for the building is a potential site preparation package.

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

Not applicable

Init.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address and other information.)

Justin Nickel, P.E.
Director of Public Works
City of Marshalltown
24 N. Center Street
Marshalltown, Iowa 50158

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address and other information.)

Marshalltown City Council
Michael Tupper, Chief of Police
David Rierson, Fire Chief

§ 1.1.10 The Owner will retain the following consultants:
(List name, legal status, address and other information.)

- .1 Construction Manager: The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention:

It is anticipated that a Construction Manager will be retained after the completion of the Schematic Design phase.

- .2 Cost Consultant (if in addition to the Construction Manager):
(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.2.6, 3.2.7, 3.3.2, 3.3.3, 3.4.5, 3.4.6, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

Not applicable

- .3 Land Surveyor:

unknown at time of execution (anticipated date October 2017)

- .4 Geotechnical Engineer:

unknown at time of execution (anticipated date November 2017)

- .5 Civil Engineer:

Civil Engineering for the building and site will be by the Architect's in-house Civil staff.

Civil Engineering for the Project infrastructure work (street drainage, traffic signal and median modifications) will be by the Owner's separate Civil Engineer (unknown at time of execution)

- .6 Other consultants:

(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

Not applicable

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

Steve Riley, Executive VP/Architect/Project Principal
Jim Classe, VP of Design/Architect/Project Designer
Curt Field/Architect/Project Manager
Bill Huey, VP/Architect/Construction Administration
Prochaska & Associates
11317 Chicago Circle
Omaha, Nebraska 68154-2633

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Not applicable – in-house Structural staff

.2 Mechanical Engineer:

Not applicable – in-house Mechanical staff

.3 Electrical Engineer:

Not applicable – in-house Electrical staff

§ 1.1.12.2 Consultants retained under Additional Services:

Not applicable

§ 1.1.13 Other Initial Information on which the Agreement is based:

Not applicable

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™–2009, Standard Form of Agreement Between Owner and Construction Manager. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than (~~\$ ———~~) ~~for each occurrence and in the aggregate for bodily injury and property damage~~ One Million Dollars (\$ 1,000,000) for each occurrence and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than (~~\$ ———~~) Five Hundred Thousand (\$ 500,000) per accident, \$500,000 per disease and \$500,000 policy limit on disease.

§ 2.6.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and in the aggregate ~~aggregate~~ Two Million Dollars (\$2,000,000).

§ 2.6.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, civil, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager and the Owner's other consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Owner's consultants, and (4) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services.

§ 3.1.5 Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

(It is anticipated that retention of the Construction Manager will not be completed until near the end of the Schematic Design Phase).

§ 3.2.1 The Architect shall review the program previously completed in Phase 1 Pre-Bond Planning and other information furnished by the ~~Owner and Construction Manager, Owner,~~ and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project. **(Most of these items were completed under the previous Phase 1 Pre-Bond Planning effort.)**

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and ~~Construction Manager~~ and shall discuss with the Owner ~~and Construction Manager~~ alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present to the ~~Owner and Construction Manager, Owner,~~ for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval ~~and the Construction Manager's review. (and the Construction Manager's review, once retained by the Owner).~~ The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider with the Owner ~~and (and the Construction Manager-Manager, once retained)~~ the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner ~~and the Construction Manager.~~ The Architect shall meet with the Construction Manager to review the Schematic Design Documents. (and to prospective Construction Managers during the RFP process). The Architect shall provide Schematic Design consultation to the prospective Construction Managers during the RFP and selection process, when requested.

§ 3.2.7 ~~Upon~~ After retention of the Construction Manager, and upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and the Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, civil, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions); and (4) compile a project manual that includes the Conditions of the Contract for Construction and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents.

§ 3.5 Bidding or Negotiation Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining ~~either competitive bids or negotiated proposals; competitive bids;~~ (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 facilitating the reproduction of Bidding Documents for distribution to prospective bidders,
- .2 participating in a pre-bid conference for prospective bidders, and
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

~~§ 3.5.3 Negotiated Proposals~~

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements, and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner and Construction Manager in obtaining proposals by~~

- ~~.1 facilitating the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;~~
- ~~.2 participating in selection interviews with prospective contractors; and~~
- ~~.3 participating in negotiations with prospective contractors.~~

~~§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232-2009, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager, or the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and the Construction Manager (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232–2009, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify an application for payment not more frequently than monthly. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- .2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Architect shall review a Project Application and Project Certificate for Payment, with a Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed and certified. The Architect shall certify the amounts due the Contractors and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of

the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 The Architect shall maintain a record of the applications and certificates for payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved Project submittal schedule, and after the Construction Manager reviews, approves and transmits the submittals, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion prepared by the Construction Manager; receive from the Construction Manager and review written warranties and related documents required by the Contract Documents and assembled by the Contractor; and, after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager and Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete by the Construction Manager and Architect, and after certification by the Construction Manager and the Architect, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless so designated in Section 4.2 as a Service requiring additional compensation, the Services listed below as the Architect's responsibility are included in the Architect's Basic Services compensation as provided in Section 11.1. (Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming(B202™ 2009)	Architect/ Owner	Sections 3.2 & 4.2.1
§ 4.1.2 Multiple preliminary designs	Architect	Section 4.2.1
§ 4.1.3 Measured drawings	Not applicable	
§ 4.1.4 Existing facilities surveys	Architect	Section 4.2.4
§ 4.1.5 Site evaluation and planning(B203™ 2007)	Architect	Section 4.2.5
§ 4.1.6 Building Information Modeling(E202™ 2008)	Not provided	
§ 4.1.7 Civil engineering	Architect/ Owner	Section 4.2.7
§ 4.1.8 Landscape design	Not provided	Section 4.2.8
§ 4.1.9 Architectural interior design(B252™ 2007)	Architect	Section 4.2.9

§ 4.1.10 Value analysis(B204™ 2007)	<u>Architect/CMA</u>	<u>Section 4.2.10</u>
§ 4.1.11 Detailed cost estimating	<u>CMA</u>	<u>Section 4.2.11</u>
§ 4.1.12 On-site project representation(B207™ 2008)	<u>Not provided</u>	<u>Section 4.2.12</u>
§ 4.1.13 Conformed construction documents	<u>Not provided</u>	<u>Section 4.2.13</u>
§ 4.1.14 As-designed record drawings	<u>Not provided</u>	<u>Section 4.2.14</u>
§ 4.1.15 As-constructed record drawings	<u>Architect</u>	<u>Section 4.2.15</u>
§ 4.1.16 Post occupancy evaluation	<u>Not provided</u>	
§ 4.1.17 Facility support services(B210™ 2007)	<u>Not provided</u>	
§ 4.1.18 Tenant-related services	<u>Not provided</u>	
§ 4.1.19 Coordination of Owner's consultants	<u>Architect</u>	<u>Section 4.2.19</u>
§ 4.1.20 Telecommunications/data design	<u>Not provided</u>	<u>Section 4.2.20</u>
§ 4.1.21 Security evaluation and planning(B206™ 2007)	<u>Not provided</u>	
§ 4.1.22 Commissioning(B211™ 2007)	<u>Not provided</u>	
§ 4.1.23 Extensive environmentally responsible design	<u>Not provided</u>	
§ 4.1.24 LEED® certification(B214™ 2012)	<u>Not provided</u>	
§ 4.1.25 Historic preservation(B205™ 2007)	<u>Not applicable</u>	
§ 4.1.26 Furniture, furnishings, and equipment design(B253™ 2007)	<u>Not provided</u>	<u>Section 4.2.26</u>

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

- 4.2.1** Programmed spaces were developed by the Architect and Owner and illustrated in the previously conducted *Phase 1 Pre-Bond Planning* phase. The Program was used by the Architect to test multiple sites proposed by the Owner until the optimum site, the former *Old Econofoods* site, was selected.
- 4.2.4** The Architect provided a thorough architectural and engineering evaluation of the existing Police and Fire stations during development of the *Phase 1 Pre-Bond Planning* phase.
- 4.2.5** **Site Evaluation and Planning** were provided by the Architect for multiple sites during the *Phase 1 Pre-Bond Planning* phase. Final site design for the selected site will be provided by the Architect during the Schematic Design and Design Development phases.
- 4.2.7** **Civil Engineering** design included in the Architect's Basic Services shall include normal civil engineering design services for the new building site, including parking lot design, drives, sidewalks, site drainage, on-site stormwater detention and site utilities. Civil Engineering design for off-site project infrastructure will be provided by the Owner's consultants.
- 4.2.8** **Planning, design and specification of plant materials** for the project shall be provided, if requested by the Owner, as an **Additional Service** with **additional compensation** as provided in Section 11.2.
- 4.2.9** **Architectural Interior Design** included in the Architect's Basic Services shall consist of built-in cabinetry and casework, finishes, color selections and schedules for areas designed or specified by the Architect.
- 4.2.10** **Value Analysis** is provided as part of the Architect's Basic Services (Section 3.2.5.2 and Article 6), in cooperation with the CMA, in keeping the project within the Owner's budget. If requested by the Owner, Value Analysis to meet a **revised project scope or budget**, following completion of the Design Development phase and following the acceptance by the Owner of the CMA's Design Development estimate of the Cost of the Work, shall be provided as an **Additional Service** with **additional compensation** as provided in Section 11.2.
- 4.2.11** The Construction Manager (CMA) shall provide itemized cost estimates based on progress Design Development and Construction Document drawings.

- 4.2.12** If full time representation at the site by the Architect is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities as an **Additional Service** with **additional compensation** as provided in Section 11.2.
- 4.2.13** **Conformed Construction Documents** are the Construction Documents modified to include any addenda issued by the Architect during the bidding or negotiation process. If requested by the Owner, Conformed Construction Documents shall be provided as an **Additional Service** with **additional compensation** as provided in Section 11.2.
- 4.2.14** **As-Designed Record Drawings** are the record of everything the Architect designed for the Project, and include the original Construction Documents plus all addenda, Architect's Supplemental Instructions, Change Orders, Construction Change Directives and minor changes in the work. If requested by the Owner, As-Designed Record Drawings shall be provided as an **Additional Service** with **additional compensation** as provided in Section 11.2.
- 4.2.15** **As-Constructed Record Drawings** (commonly called "As-builts") are the record of the Project as constructed, based on information the Construction Manager or Contractor provides to the Owner under the contract for construction. The Construction Manager or Contractor's marked-up construction site set of drawings shall be submitted to the Architect and forwarded to the Owner prior to final Application for Payment. Because the As-Constructed Record Drawings will be based on the Construction Manager or Contractor's mark-ups, the Architect is not responsible for the accuracy or completeness of the As-Constructed Record Drawings. Per the Owner's request, the Architect will **prepare reproducible or electronic As-Constructed Record Drawings**, showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Construction Manager or Contractor. **These As-Constructed Record Drawings are included in the Architect's Basic Services.**
- 4.2.19** The Architect will coordinate its building and site design efforts with the Owner's Civil Engineering **infrastructure consultant**. The Architect will also coordinate any **Owner-supplied equipment** from the Owner's equipment vendors with the Construction Documents based on timely delivery of equipment cut sheets from the Owner to the Architect.
- 4.2.20** Data and communications raceways, back-boxes, and associated data jacks will be drawn and specified as part of the Architect's Basic Services. **Telecommunications/Data Design** for telephones, computer networks, etc., shall be provided by the Owner's vendors and IT staff/consultants.
- 4.2.26** If requested by the Owner, selection, procurement or installation of **Furniture, Furnishings and related Equipment** shall be provided as an **Additional Service** with **additional compensation** as provided in Section 11.2. Coordination of other Owner-supplied equipment is described in Paragraph 4.2.19.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the

- Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
 - .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
 - .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
 - .6 Preparing digital data for transmission to ~~the Owner's consultants and contractors, or to other Owner authorized recipients, subcontractors, vendors or material or equipment suppliers;~~
 - .7 Preparation of design and documentation for complex or extensive numbers of alternate bid or proposal requests proposed by the Owner or Construction Manager;
 - .8 ~~Preparation for, and attendance at, a public presentation, meeting or hearing;~~
 - .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
 - .10 Evaluation of the qualifications of ~~bidders or persons providing proposals;~~ subcontractors;
 - .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
 - .12 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the initial Project submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, ~~data that are substitutions or deviate from the Contract Documents,~~ or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty (20) visits to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Thirty (30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132–2009, Standard Form of Agreement Between Owner and Construction Manager. The Owner shall provide the Architect a copy of the executed agreement between the Owner and the Construction Manager, and any further modifications to the agreement.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.6 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

~~§ 6.3.1 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another. Not applicable~~

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232–2009, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

Init.

[] Other: (Specify)

§ 8.3 Arbitration (~~DELETED~~)

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement, unless the parties mutually agree otherwise. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common issues of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

Init.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, ~~plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~ compensated.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2009, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Compensation for the Architect's services shall be a stipulated sum of **One Million One Hundred Sixty Six Thousand Five Hundred Dollars (\$1,166,500.00)**, exclusive of Reimbursable Expenses as defined in Section 11.8.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

If requested by the Owner, Additional Services designated in Section 4.1 and **described in Section 4.2 as requiring additional compensation** shall be based upon the hourly billing rates set forth in Section 11.7, unless a stipulated sum has been agreed upon by the Owner.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Compensation for any other Additional Services that may arise during the course of the Project shall be based upon the hourly billing rates set forth in Section 11.7, unless a stipulated sum has been agreed upon by the Owner.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus NA percent (NA %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	<u>fifteen</u>	percent (	<u>15</u>	%)	<u>174,975</u>
Design Development Phase	<u>twenty</u>	percent (	<u>20</u>	%)	<u>233,300</u>
Construction Documents Phase	<u>forty</u>	percent (	<u>40</u>	%)	<u>466,600</u>
Bidding or Negotiation Phase	<u>five</u>	percent (	<u>5</u>	%)	<u>58,325</u>
Construction Phase	<u>twenty</u>	percent (	<u>20</u>	%)	<u>233,300</u>

Total Basic Compensation	one hundred	percent (	100	%)	<u>1,166,500</u>
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The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate(\$0.00)
Principal in Charge.....	\$190.00 / Hour
Senior Associate	\$150.00 / Hour
Project Manager	\$140.00 / Hour
Senior Designer	\$125.00 / Hour
Mechanical Engineer.....	\$115.00 / Hour
Electrical Engineer.....	\$115.00 / Hour
Structural Engineer	\$115.00 / Hour
Civil Engineer.....	\$115.00 / Hour
Project Architect.....	\$115.00 / Hour
Design Architect	\$110.00 / Hour
Interior Architect.....	\$100.00 / Hour
Technician	\$85.00 / Hour
Administrative	\$65.00 / Hour

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, ~~dedicated data and communication services~~, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 ~~Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants; Not applicable;~~
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect ~~and the Architect's consultants plus~~ percent (~~—~~ plus Ten percent (10 %)) of the expenses incurred.

§ 11.9 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

A licensing fee shall be negotiated as part of the Termination Expenses set forth in Section 9.7.

§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of none required (\$ -0-) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Eighteen percent (18) % per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

12.1 The Architect will exercise its best professional effort to interpret the Americans with Disabilities Act (ADA) Standards for Accessible Design and other applicable state, local and Federal requirements. The Architect cannot and does not guarantee that its interpretation of the ADA legislation will be the same as other interpretations and therefore cannot guarantee the building's or project's compliance with the law. The scope of services provided by the Architect is limited to the requirements of Titles II and III of the ADA. The Architect cannot provide recommendations or advice concerning which ADA requirements or measures may be "readily achievable" nor can the Architect determine the priorities or phasing of selected measures.

12.2 The Architect accepts no liability for any plans or specifications produced under this agreement until such drawings are stamped as approved by all relevant building department officials.

12.3 The Architect acknowledges the importance to the Owner of the Owner's project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule. The Owner understands, however, that the Architect's performance must be governed by sound architectural practices.

12.4 The Architect will not stamp drawings produced for any phase of this project under the terms of this agreement until all invoices billed up to that point in the project have been paid in full.

12.5 The Owner confirms that neither the Architect nor any of the Architect's subconsultants or subcontractors has offered any fiduciary service to the Owner and no fiduciary responsibility shall be owed to the Owner by the Architect or any of the Architect's subconsultants or subcontractors, as a consequence of the Architect's entering into this Agreement with the Owner.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B132™–2009, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

Not applicable

- .3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

Not applicable

- .4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

James L. Lowrance, Mayor
City of Marshalltown, Iowa
(Printed name and title)

ARCHITECT (Signature)

Donald F. Prochaska, AIA, NCARB, President
Prochaska & Associates
(Printed name and title)

ATTEST

(Printed name and title)

ATTEST

(Printed name and title)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Steven A. Riley, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 15:55:37 on 10/05/2016 under Order No. 9630762573_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B132™ – 2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

COUNCIL DATE: October 24, 2016

VISA	\$0.00	VISA
ACH'S	\$315,188.44	ACH'S
CHECKS	\$269,736.86	CHECKS
PAYROLLS 20&21	\$1,084,570.78	PERIODS ENDING 10/1 & 10/15/16
\$1,669,496.08 TOTAL FOR COUNCIL		

101420.5340.010	AAA SEPTIC SERVICE INC	MHS TENNIS	85.00
230110.5600.000	ADLAND ENGRAVING CO INC	PLAQUE	48.75
101110.5132.000	ADLAND ENGRAVING CO INC	REFLECTIVE LETTER	36.00
101850.5230.000	ADP, LLC	PAYROLL PROCESSING FEE	654.89
101860.5231.820	AHLERS & COONEY,PC	LEGAL FEES	1,101.00
206710.5600.000	AIRGAS USA, LLC	ARGON/OXYGEN	18.85
101140.5600.000	AIRGAS USA, LLC	HIGH PRESSURE GAUGE	675.00
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283210.5320.000	AREA SANITATION	SAFE HOUSES	90.00
206710.5570.000	ARNOLD MOTOR SUPPLY	12V COMMERCIAL BATTERY	179.61
206710.5570.000	ARNOLD MOTOR SUPPLY	12V COMMERCIAL BATTERY	179.61
206710.5570.000	ARNOLD MOTOR SUPPLY	AIR/OIL/FUEL FILTERS	72.23
206710.5570.000	ARNOLD MOTOR SUPPLY	BATTERIES	78.15
206710.5570.000	ARNOLD MOTOR SUPPLY	BATTERIES	78.15
550780.5570.000	ARNOLD MOTOR SUPPLY	BATTERY/ADH	185.29
206710.5570.000	ARNOLD MOTOR SUPPLY	CORE RETURN	(20.58)
101110.5570.000	ARNOLD MOTOR SUPPLY	IDLER/PULLEY	15.83
206710.5570.000	ARNOLD MOTOR SUPPLY	LED CLEARANCE	43.48
206710.5570.000	ARNOLD MOTOR SUPPLY	OIL	70.52
101110.5570.000	ARNOLD MOTOR SUPPLY	OIL FILTER	7.74
101110.5570.000	ARNOLD MOTOR SUPPLY	OIL FILTER	42.22
206710.5570.000	ARNOLD MOTOR SUPPLY	PLUG	13.43
206710.5600.000	ARNOLD MOTOR SUPPLY	PLUG	26.85
101110.5570.000	ARNOLD MOTOR SUPPLY	PULLEY	2.39
206710.5570.000	ARNOLD MOTOR SUPPLY	RADIO REMOVER	7.83
206710.5570.000	ARNOLD MOTOR SUPPLY	RETURN OIL	(70.52)
999.1125.000	AVESIS THIRD PARTY ADMINISTRATORS,IN	VISION PLAN	329.99
999.1131.000	AXA EQUITABLE	POLICE IRA	450.00
101310.5732.300	BAKER & TAYLOR ENTERTAINMENT	DVDS	10.92
101310.5732.300	BAKER & TAYLOR ENTERTAINMENT	DVDS	54.61
101310.5732.300	BAKER & TAYLOR ENTERTAINMENT	DVDS	7.28
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	14.38
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	14.55
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	153.65
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	29.06
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	30.79
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	19.16
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	27.43
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	9.57
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	114.52
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	134.93
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	16.23
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	151.37
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	9.59
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	9.59
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	34.72
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	15.68
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	14.00
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	75.67
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	2.99
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	43.92
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	99.41
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	15.68
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	4.79
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	2.99
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	16.79
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	19.60

242310.5732.320	BAKER & TAYLOR INCORP	MEMORIAL BOOK	13.97
101310.5732.250	BAKER & TAYLOR INCORP	REFERENCE BOOK	14.41
684990.5230.000	BERNIE LOWE & ASSOC	SEPTEMBER CONSULTING	2,205.00
101310.5732.300	BRODART INC	JUVENILE BOOK	19.23
101310.5732.300	BRODART INC	JUVENILE&MEMORIAL	207.57
242310.5732.320	BRODART INC	JUVENILE&MEMORIAL	9.89
101310.5732.320	BRODART INC	LOST&REPLACED BOOKS	222.16
101310.5732.320	BRODART INC	LOST&REPLACED BOOKS	8.77
101310.5732.320	BRODART INC	LOST&REPLACED BOOKS	40.23
101310.5732.320	BRODART INC	LOST&REPLACED BOOKS	258.83
101310.5732.320	BRODART INC	LOST&REPLACED BOOKS	241.76
101310.5732.320	BRODART INC	LOST&REPLACED BOOKS	8.24
206710.5718.000	CAMPBELL SUPPLY	SAW BLADE	795.56
101110.5132.000	CARLENE ILLUM	HEM PANTS	28.00
101110.5132.000	CARPENTER UNIFORM COMPANY	POLICE UNIFORMS	290.75
101110.5132.000	CARPENTER UNIFORM COMPANY	UNIFORMS	1,349.65
101140.5475.000	CAYLER CONSULTING	DEPUTY CHIEF ASSESSMENT	1,464.48
101310.5732.300	CENGAGE LEARNING INC	BOOK	19.46
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE BOOKS	(10.92)
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE BOOKS	74.97
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE BOOKS	219.65
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE BOOKS	80.96
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE BOOKS	80.77
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE BOOKS	206.92
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE BOOKS	19.00
101310.5600.000	CENTRAL IOWA DISTRIBUTING INC	BUMPER KIT	34.29
101410.5600.080	CENTRAL IOWA DISTRIBUTING INC	CLEANING SUPPLIES	182.10
520520.5600.000	CENTRAL IOWA DISTRIBUTING INC	FLOOR MATS	533.00
101110.5450.000	CENTURYLINK	8/19-9/19 LINES	59.98
101140.5450.000	CENTURYLINK	8/19-9/19 LINES	9.28
101310.5450.000	CENTURYLINK	8/19-9/19 LINES	16.50
101420.5450.000	CENTURYLINK	8/19-9/19 LINES	5.51
101790.5450.000	CENTURYLINK	8/19-9/19 LINES	1.16
101820.5450.000	CENTURYLINK	8/19-9/19 LINES	4.10
101830.5450.000	CENTURYLINK	8/19-9/19 LINES	3.62
101831.5450.000	CENTURYLINK	8/19-9/19 LINES	2.84
101840.5450.000	CENTURYLINK	8/19-9/19 LINES	14.34
101850.5450.000	CENTURYLINK	8/19-9/19 LINES	4.39
101890.5450.000	CENTURYLINK	8/19-9/19 LINES	4.46
206120.5450.000	CENTURYLINK	8/19-9/19 LINES	0.03
206710.5450.000	CENTURYLINK	8/19-9/19 LINES	3.34
206760.5450.000	CENTURYLINK	8/19-9/19 LINES	5.51
233410.5450.000	CENTURYLINK	8/19-9/19 LINES	1.16
278690.5450.000	CENTURYLINK	8/19-9/19 LINES	9.13
283210.5450.000	CENTURYLINK	8/19-9/19 LINES	5.57
290113.5450.000	CENTURYLINK	8/19-9/19 LINES	44.62
510531.5450.000	CENTURYLINK	8/19-9/19 LINES	0.46
520520.5450.000	CENTURYLINK	8/19-9/19 LINES	4.76
520590.5450.000	CENTURYLINK	8/19-9/19 LINES	0.70
550780.5450.000	CENTURYLINK	8/19-9/19 LINES	3.88
290113.5450.000	CENTURYLINK	OCTOBER POLICE LINES	76.00
290113.5450.000	CENTURYLINK	OCTOBER POLICE LINES	20.37
290113.5450.000	CENTURYLINK	OCTOBER POLICE LINES	418.00

101310.5340.050	CHAD LEWIS	PROGRAM FEE	300.00
206710.5600.000	CHEMSEARCH	FREIGHT	29.51
278690.5280.000	CIPA	MEMBERSHIP	50.00
999.1129.000	COLONIAL LIFE	SHORT TERM INSURANCE	372.28
101110.5340.070	COMMSYS INC	8/1/16-7/31	1,450.00
290113.5340.070	COMMSYS INC	8/1/16-7/31	1,450.00
520590.5600.000	CONCRETE INC	1312 GREENFIELD	131.07
510531.5600.000	CONCRETE INC	8TH & BROMLEY	229.38
510531.5600.000	CONCRETE INC	8TH & BROMLEY	413.77
510531.5600.000	CONCRETE INC	8TH & BROMLEY	118.22
510531.5600.000	CONCRETE INC	8TH & BROMLEY	236.44
510531.5600.000	CONCRETE INC	8TH & BROMLEY	131.07
520590.5600.000	CONCRETE INC	LARKFIELD DR	557.05
206120.5480.010	CONSUMERS ENERGY CO-OP	8/31-10/3 MARSHALLTOWN	64.89
206160.5480.010	CONSUMERS ENERGY CO-OP	8/31-10/3 MARSHALLTOWN	393.08
150451.5718.000	COVERMASTER INC	MASTER GYM COVER	3,000.00
152451.5718.000	COVERMASTER INC	MASTER GYM COVER	2,204.84
101310.5732.320	DANA ERSLAND-KOSINKI	RETURNED LOST BOOK	17.99
101110.5600.000	DANIEL W BRANDT	FRAME/MAT	12.58
520520.5980.000	DANIELLE GUDITH	WATERING NEW SOD	325.85
530540.5600.000	DELUXE FOR BUSINESS	COMPOST DEPOSIT SLIPS	48.65
101420.5600.000	DELUXE FOR BUSINESS	P&R DEPOSIT SLIPS	64.55
101310.5600.000	DEMCO INCORP	SIGN HOLDER	109.31
478710.5340.240	DENCO HIGHWAY CONSTRUCTION	PPC CRACK &JOINT SEALING	24,025.50
478710.5340.240	DENCO HIGHWAY CONSTRUCTION	PPC CRACK &JOINT SEALING	7,525.28
101581.5261.760	DEVIG SERVICES	111 N 21ST NUISANCE MOWING	75.00
101581.5261.760	DEVIG SERVICES	2504 FREMONT NUISANCE MOWING	135.00
150110.5749.000	DIGITAL ALLY	10 BODY CAMERAS	757.50
219110.5718.000	DIGITAL ALLY	10 BODY CAMERAS	7,292.50
520520.5600.000	ELECTRICAL ENGINEERING & EQPT CO	SOLENOID VALVE	1,058.45
101420.5340.640	EMILY GALE-HAZEN	ZUMBA CLASSES	105.00
999.1160.000	ENTENMANN ROVIN COMPANY	3 BADGES	346.50
101110.5132.000	ENTENMANN ROVIN COMPANY	REFINISH BADGES	56.50
283210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L. 1012 S CENTER		84.00
283210.5600.032	ENVIRONMENTAL HAZARDS SERVICES, L.L. 1012 S CENTER		12.00
283210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L. 406 W NEVADA		78.00
283210.5600.032	ENVIRONMENTAL HAZARDS SERVICES, L.L. 406 W NEVADA		12.00
283210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L. 7 E LINCOLN ST		72.00
283210.5600.032	ENVIRONMENTAL HAZARDS SERVICES, L.L. 7 E LINCOLN ST		12.00
283210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L. 802 BROMLEY		72.00
283210.5600.032	ENVIRONMENTAL HAZARDS SERVICES, L.L. 802 BROMLEY		12.00
283210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L. 802 W NEVADA		66.00
283210.5600.032	ENVIRONMENTAL HAZARDS SERVICES, L.L. 802 W NEVADA		12.00
520520.5600.030	ENVIRONMENTAL RESOURCE ASSOC	QRTL LAB TESTS	351.89
101142.5600.000	FAIRWAY OUTDOOR FUNDING LC	DIGITAL BILLBOARD	240.00
206710.5600.000	FASTENAL COMPANY	STREET SUPPLIES	31.98
206710.5600.000	FASTENAL COMPANY	STREET SUPPLIES	152.04
206710.5600.000	FASTENAL COMPANY	STREET SUPPLIES	227.02
206710.5600.000	FASTENAL COMPANY	STREET SUPPLIES	116.60
101770.5410.000	FILTRATION CORP OF AMERICA	LID GASKET	24.85
999.1109.000	FIRE UNION DUES #61-401-7 LOCAL 16 IAF FIRE UNION		1,140.00
528590.5230.030	FOX ENGINEERING ASSOCIATES INC	2014 SANITARY SEWER	10,554.90
522590.5230.030	FOX ENGINEERING ASSOCIATES INC	MARSHALLTOWN TELEVISION	3,000.00

528590.5230.030	FOX ENGINEERING ASSOCIATES INC	TURNER ST INTERCEPTOR	43,798.00
520520.5980.000	FRANK DREY	WATERING NEW SOD	335.65
206710.5570.000	GALVA ROAD EQUIPMENT LLC	REPAIR COMPOST GATE	108.85
101310.5340.050	GARY KELLEY	PRESENTER AT LIBRARY	650.00
101410.5410.000	HARTWIG PLUMBING & HEATING INC	REPAIR WATER HEATER	139.00
520520.5600.000	HAWKINS WATER TREATMENT	CHLORINE TABLETS	3,315.30
520520.5340.240	HAY CONSTRUCTION SVCS INC	WPCP CONCRETE	9,994.50
101310.5450.000	HEART OF IOWA COMMUN	LIBRARY INTERNET	260.09
206710.5410.000	HOGLUND BUS CO INC	INTL 7500 DUMPTRUCK	106.70
283210.5433.000	HOME RENTAL CENTER	HOUSING RENTAL	260.00
101140.5112.010	ICMA RETIREMENT 457	RETIREMENT	739.07
999.1130.000	ICMA RETIREMENT 457	RETIREMENT	3,732.80
999.1130.000	ICMA RETIREMENT 457	RETIREMENT	536.31
999.1130.000	ICMA RETIREMENT 457	RETIREMENT	3,867.00
150891.5340.150	IMAGETEK	RADIX FINAL BILLING	433.00
101770.5290.000	INDEPENDENT INSURANCE	AIRPORT	3,875.00
101310.5732.250	INGRAM LIBRARY SERVICES	REFERENCE BOOK	17.99
101110.5340.070	IOWA DEPT OF PUBLIC SAFETY	OCT-DEC TERMINAL LINES	266.40
290113.5340.070	IOWA DEPT OF PUBLIC SAFETY	OCT-DEC TERMINAL LINES	2,397.60
206710.5610.910	IOWA DEPT OF TRANSPORTATION	10 WOOD POSTS	384.30
206710.5340.070	IOWA FIRE EQUIPMENT COMPANY	HAZMAT DISPOSALS	118.40
101310.5340.070	IOWA HOMETOWN SECURITY	STANDARD MONITORING	435.00
101480.5340.070	IOWA HOMETOWN SECURITY	STANDARD MONITORING	435.00
101880.5340.070	IOWA HOMETOWN SECURITY	STANDARD MONITORING	435.00
101880.5340.070	IOWA HOMETOWN SECURITY	STANDARD MONITORING	435.00
101881.5340.070	IOWA HOMETOWN SECURITY	STANDARD MONITORING	435.00
152451.5340.070	IOWA HOMETOWN SECURITY	STANDARD MONITORING	435.00
206710.5340.070	IOWA HOMETOWN SECURITY	STANDARD MONITORING	435.00
206710.5340.070	IOWA HOMETOWN SECURITY	STANDARD MONITORING	150.00
206710.5340.070	IOWA HOMETOWN SECURITY	STANDARD MONITORING	72.00
510531.5340.070	IOWA HOMETOWN SECURITY	STANDARD MONITORING	139.20
520590.5340.070	IOWA HOMETOWN SECURITY	STANDARD MONITORING	208.80
101110.5600.000	IOWA OFFICE INTERIORS, INC	TONER	129.24
510531.5230.000	IOWA ONE CALL	UNDERGROUND LOCATOR	98.44
520590.5230.000	IOWA ONE CALL	UNDERGROUND LOCATOR	147.66
206710.5610.910	IOWA PRISON INDUSTRIES	SIGN SHOP	596.50
235140.5600.010	JAMIE HAYNES	LASER ENGRAVED FRAME	75.00
101310.5600.010	JOA M LAVILLE	YOUTH PROGRAM SUPPLIES	50.82
101410.5132.000	JONATHAN LECHNIR	CLOTHING ALLOWANCE	129.95
101000.4520.000	JOSEPH ANEWEER	OVERPAID PARKING TICKET	40.00
101310.5980.000	JUAN BUENROSTRO MARTINEZ	RETURNED LOST BOOK	39.97
101310.5340.050	K R ESSEX	PRESENTER AT LIBRARY	375.00
101310.5410.000	KAPAUN & BROWN INC	SERVICE CALL	356.00
101420.5340.640	KAREN GALE-HAZEN	ZUMBA CLASSES	180.00
101421.5340.640	KAREN GALE-HAZEN	ZUMBA CLASSES	15.00
101310.5732.300	KATHRYN FINK	BOOKS	9.90
101110.5570.000	KEN WISE CHRYSLER, DODGE, JEEP	PULLEY	30.88
278690.5340.070	KOCH BROTHERS	7/6-10/5 COPIES	483.33
290113.5450.000	LANGUAGE LINE SERV INC	PHONE INTERPRETATION	351.45
520520.5980.000	LARRY J KESTER	WATERED NEW SOD	296.45
101000.4520.000	LARRY PLUMB	OVERPAID PARKING TICKET	15.00
101420.5340.640	LOU E BROWN	TAI CHI CLASSES	150.00
101110.5570.000	L-TRON CORP	#521 SCANNER	339.00

278690.5240.510	LUIS R. DELGADILLO	RENT ASSIST	153.00
206710.5600.000	M GERVICH & SONS INC	STREET DEPT SUPPLIES	24.00
101110.5570.010	MARSHALL COUNTY ENGINEER	GAS &/OR DIESEL	4,392.22
101140.5570.000	MARSHALL COUNTY ENGINEER	GAS &/OR DIESEL	563.01
101410.5570.010	MARSHALL COUNTY ENGINEER	GAS &/OR DIESEL	455.15
101410.5570.060	MARSHALL COUNTY ENGINEER	GAS &/OR DIESEL	245.07
101560.5570.000	MARSHALL COUNTY ENGINEER	GAS &/OR DIESEL	65.01
101561.5570.000	MARSHALL COUNTY ENGINEER	GAS &/OR DIESEL	47.77
101581.5570.000	MARSHALL COUNTY ENGINEER	GAS &/OR DIESEL	91.54
206120.5570.000	MARSHALL COUNTY ENGINEER	GAS &/OR DIESEL	219.19
206710.5570.000	MARSHALL COUNTY ENGINEER	GAS &/OR DIESEL	1,845.84
206760.5570.000	MARSHALL COUNTY ENGINEER	GAS &/OR DIESEL	210.72
218110.5570.000	MARSHALL COUNTY ENGINEER	GAS &/OR DIESEL	11.09
510531.5570.010	MARSHALL COUNTY ENGINEER	GAS &/OR DIESEL	268.17
510531.5570.060	MARSHALL COUNTY ENGINEER	GAS &/OR DIESEL	64.46
510532.5570.060	MARSHALL COUNTY ENGINEER	GAS &/OR DIESEL	103.97
520520.5570.010	MARSHALL COUNTY ENGINEER	GAS &/OR DIESEL	77.64
520520.5570.060	MARSHALL COUNTY ENGINEER	GAS &/OR DIESEL	79.15
520590.5570.010	MARSHALL COUNTY ENGINEER	GAS &/OR DIESEL	402.25
520590.5570.060	MARSHALL COUNTY ENGINEER	GAS &/OR DIESEL	96.70
550780.5570.060	MARSHALL COUNTY ENGINEER	GAS &/OR DIESEL	3,757.45
206710.5600.600	MARSHALL COUNTY EXTENSION	MANUALS	50.00
101540.5331.500	MARSHALL COUNTY LANDFILL	SEMI ANNUAL	55,104.00
281690.5250.000	MARSHALL COUNTY RECORDER	RECORDING FEE	131.00
283210.5250.000	MARSHALL COUNTY RECORDER	RECORDING FEE	17.00
283210.5250.000	MARSHALL COUNTY RECORDER	RECORDING FEE	17.00
283210.5250.000	MARSHALL COUNTY RECORDER	RECORDING FEE	22.00
283210.5250.000	MARSHALL COUNTY RECORDER	RECORDING FEE	7.00
283210.5250.000	MARSHALL COUNTY RECORDER	RECORDING FEE	17.00
283210.5250.000	MARSHALL COUNTY RECORDER	RECORDING FEE	7.00
101770.5410.000	MARSHALLTOWN AVIATION INC	AMERICAN FLAG	117.11
101770.5600.000	MARSHALLTOWN AVIATION INC	FASTENAL REIMBURSEMENT	79.95
101770.5480.000	MARSHALLTOWN AVIATION INC	INTERNET	30.05
101770.5340.010	MARSHALLTOWN AVIATION INC	SEPT MANAGEMENT FEE	642.00
101770.5410.000	MARSHALLTOWN AVIATION INC	SEPTEMBER GROUNDS KEEPING	1,931.40
520520.5980.000	MARSHALLTOWN CHRISTIAN SCHOOL	WATERING NEW SOD	30.50
233410.5340.600	MARSHALLTOWN UMPIRES ASSOC	LEAGUE TOURNEY FEES	175.00
101540.5220.000	MARSHALLTOWN WATER WORKS	4965 LANDFILL BILLS	248.25
101540.5220.000	MARSHALLTOWN WATER WORKS	5462 LANDFILL BILLS	273.10
520590.5340.070	MARSHALLTOWN WATER WORKS	7/29-8/31 SEWER	533.56
281690.5480.030	MARSHALLTOWN WATER WORKS	7/8-9/6 710 WOOD ST	51.00
281690.5480.030	MARSHALLTOWN WATER WORKS	9/2-9/28 612 CHURCH	53.70
520520.5220.000	MARSHALLTOWN WATER WORKS	AUGUST SANITATION	7,796.43
510531.5220.000	MARSHALLTOWN WATER WORKS	AUGUST STORM SEWER	264.55
520520.5220.000	MARSHALLTOWN WATER WORKS	SEPT SANITATION	7,795.43
510531.5220.000	MARSHALLTOWN WATER WORKS	SEPT STORM SEWER	258.55
520520.5480.030	MARSHALLTOWN WATER WORKS	WPCP WATER	1,220.35
101000.4520.000	MAUREEN GRAY	OVERPAID PARKING TICKET	40.00
206710.5570.000	MCATEE TIRE SALES & SERVICE INC	DUMP TRUCK	423.77
520520.5450.000	MEDIACOM	10/15-11/14 INTERNET	44.80
681110.5338.000	MEDTRAK SERVICES LLP	9/16-9/30 PRESCRIPTIONS	630.67
681140.5338.000	MEDTRAK SERVICES LLP	9/16-9/30 PRESCRIPTIONS	71.32
101310.5732.300	MICROMARKETING LLC	AUDIO BOOKS	691.85

101310.5732.300	MICROMARKETING LLC	AUDIO BOOKS	12.00
101310.5732.300	MICROMARKETING LLC	JUVENILE AUDIO BOOKS	44.00
206710.5570.000	MID COUNTRY MACHINERY, INC	COUPLING	1,048.87
520520.5600.030	MIDLAND SCIENTIFIC INC	500 ML BUFFER	42.70
520520.5600.030	MIDLAND SCIENTIFIC INC	500 ML BUFFER	109.30
520520.5600.030	MIDLAND SCIENTIFIC INC	ADAPT DIST	63.36
520520.5600.000	MIDWEST SAFETY	CALIBRATION	194.71
550780.5370.000	MINUTEMAN INC	TRANSFER PAPER	42.50
206710.5600.000	MOMAR INC	35 GALLONS HERBICIDE	1,962.61
206710.5570.000	NAPA	AIR VALVE PART	139.19
206710.5570.000	NAPA	FITTINGS	1.31
206710.5570.000	NAPA	LIGHT	3.42
206710.5570.000	NAPA	METAL POLE	39.15
206710.5570.000	NAPA	OUTLET	8.46
206710.5570.000	NAPA	SWITCH	7.92
206710.5570.000	NAPA	UJOINT	28.21
206710.5570.000	NAPA	WHEEL CYLINDER	30.46
101000.4520.000	NANCY KAY MYERS	OVERPAID TICKET	25.00
101850.5340.100	ORACLE CORPORATION	7/1-9/30 JDE SUPPORT	4,540.21
101310.5732.300	OVERDRIVE, INC.	JUVENILE BOOKS	107.98
290113.5450.000	PARTNER COMMUNICATIONS CO-OP	OCT POLICE PHONE LINE	511.24
290113.5450.000	PARTNER COMMUNICATIONS CO-OP	OCT POLICE PHONE LINE	1,174.84
520520.5980.000	PAULA BLACKSTOCK	FILLED POOL	68.60
520520.5980.000	PENNY KRIEDEL	FILLED POOL	84.53
283210.5410.000	PETTENGILL CONSTRUCTION	1307 SIEGEL ST, TAMA	4,600.00
520520.5600.000	PETTY CASH - WPCP DEPARTMENT	SUPER GLUE	2.69
101880.5600.000	PHILLIP A SCHWARCK	NAPA CHARGE	22.27
278690.5235.100	PONTIAC HOUSING COMMISSION	ADMINISTRATOR FEE	36.33
101420.5370.000	PREMIER OFFICE EQUIPMENT	COLOR COPIES	551.00
101310.5600.000	PREMIER OFFICE EQUIPMENT	LIBRARY COPIES	59.96
101140.5460.000	PROFESSIONAL RESCUE	CONFINED SPACE	6,000.00
101141.5460.000	PROFESSIONAL RESCUE	CONFINED SPACE	200.00
283210.5410.000	QUALITY ROOFING	207 ANNA ST, QUARRY	1,900.00
283210.5410.000	QUALITY ROOFING	207 ANNA ST, QUARRY	16,900.00
520520.5600.000	QUILL CORPORATION	TIME CLOCK	357.27
238110.5260.000	RACOM CORPORATION	EQUIP#504	4,527.29
101110.5570.000	RACOM CORPORATION	RADAR REPAIR	151.50
101561.5472.000	REBECCA J BOROTA	MILEAGE	91.03
101140.5570.000	RELIANT FIRE APPARATUS	FUEL TANK	934.91
520520.5776.000	REX DAY	CONCRETE DR	19,710.00
520520.5980.000	RICHARD WOOLDRIDGE	FILLED POOL	117.60
101840.5600.000	RICOH USA INC	SEPTEMBER COPIES	57.53
206760.5600.000	RICOH USA INC	SEPTEMBER COPIES	36.54
550780.5340.010	RIDE SYSTEMS	GPS SUBSCRIPTION	850.00
283210.5430.000	RIGOBERTO GARCIA	SAFE HOUSE	229.05
101310.5732.320	SARAH REYNOLDS	RETURNED LOST BOOK	15.99
101310.5460.000	SARAH ROSENBLUM	CONFERENCE MILEAGE	71.43
101880.5410.000	SCHENDEL PEST CONTROL COMPANY	CITY HALL/POLICE/P&R	58.00
152451.5340.010	SCHENDEL PEST CONTROL COMPANY	COLISEUM	22.50
101410.5340.010	SCHENDEL PEST CONTROL COMPANY	REUNION HALL	40.00
101881.5340.070	SCHUMACHER ELEVATOR COMPANY	CARNEGIE BLDG	202.77
101880.5340.070	SCHUMACHER ELEVATOR COMPANY	CITY HALL	198.73
101480.5340.070	SCHUMACHER ELEVATOR COMPANY	SENIOR CITIZENS	187.82

520520.5340.010	SCOTT TENT & AWNING COMPANY	SEPT WPCP MOWING	820.00
101310.5340.010	SERVICEMASTER OF M'TOWN INC	LIBRARY CLEANING	1,863.33
684990.5230.000	SHEAKLEY	ACA DASHBOARD	357.17
101310.5600.000	SHOWCASES	DVD CASES	432.00
101110.5570.000	SHOWROOM AUTO GROOM	CLEAN #503	89.95
150110.5749.000	SHOWROOM AUTO GROOM	TRUCK COVER	825.00
206710.5600.000	SPAHN & ROSE LUMBER CO	3 RERODS	13.56
101310.5718.000	STARNS TV & APPLIANCE	3 TVS FOR LIBRARY	1,650.00
101310.5460.000	STATE LIBRARY OF IOWA	ADOBE CONNECTION	20.00
101000.4520.000	STEVEN AMES	OVERPAID PARKING TICKET	40.00
101310.5340.010	STONE SANITATION	LIBRARY GARBAGE	99.07
520520.5340.010	STONE SANITATION	SEPT GRIT/SCREENING REMOVAL	483.75
101140.5340.010	STONE SANITATION	FIRE DEPT	101.83
101480.5340.010	STONE SANITATION	SENIOR CITIZENS	101.83
101880.5340.010	STONE SANITATION	CITY HALL	155.49
206710.5340.010	STONE SANITATION	STREET DEPT	101.83
520520.5340.010	STONE SANITATION	WPCP	101.83
101480.5340.070	SUMMIT COMPANIES	SEMI ANNUAL TESTING	140.00
101000.4520.000	SUSAN MARIE OLSON	OVERPAID PARKING TICKET	10.00
999.1128.010	TASC	FLEX BENEFITS	4,878.22
999.1128.020	TASC	FLEX BENEFITS	1,874.59
999.1128.020	TASC	FLEX BENEFITS	(0.20)
520520.5600.030	TESTAMERICA INC	EFFLUENT&SBR TESTING	88.20
101110.5210.000	THE NORTHERN IOWAN	POLICE TEST AD	85.50
101420.5210.000	TIMES-REPUBLICAN	SEASONAL PARK& REC	145.00
101660.5210.000	TIMES-REPUBLICAN	SEPTEMBER PUBLIC NOTICES	20.38
101660.5210.000	TIMES-REPUBLICAN	SEPTEMBER PUBLIC NOTICES	16.22
101840.5210.000	TIMES-REPUBLICAN	SEPTEMBER PUBLIC NOTICES	321.99
101870.5210.000	TIMES-REPUBLICAN	SEPTEMBER PUBLIC NOTICES	16.64
240140.5210.000	TIMES-REPUBLICAN	SEPTEMBER PUBLIC NOTICES	17.47
291530.5210.000	TIMES-REPUBLICAN	SEPTEMBER PUBLIC NOTICES	13.31
206120.5600.000	TRAFFIC CONTROL CORP	WIRELESS TRAFFIC SIGNAL	4,050.00
101840.5870.000	TREASURER ST OF IOWA	INTEREST	124.24
101840.5870.000	TREASURER ST OF IOWA	PENALTY	1,553.00
000844.1520.010	TREASURER ST OF IOWA	SALES/USE TAX	588.00
000844.1520.010	TREASURER ST OF IOWA	SALES/USE TAX	167.00
000844.1520.020	TREASURER ST OF IOWA	SALES/USE TAX	97.00
000844.1520.020	TREASURER ST OF IOWA	SALES/USE TAX	28.00
520520.5440.000	TREASURER ST OF IOWA	SALES/USE TAX	12,724.00
520520.5440.000	TREASURER ST OF IOWA	SALES/USE TAX	13,720.00
520520.5441.000	TREASURER ST OF IOWA	SALES/USE TAX	2,121.00
520520.5441.000	TREASURER ST OF IOWA	SALES/USE TAX	2,287.00
101000.4520.000	TREASURER, STATE OF IOWA	GREAT IA TREASURE HUNT	15.00
101000.4520.000	TREASURER, STATE OF IOWA	GREAT IA TREASURE HUNT	40.00
101000.4520.000	TREASURER, STATE OF IOWA	GREAT IA TREASURE HUNT	25.00
101141.5460.000	TREASURERS OFFICE	CONFERENCE FEE	20.00
150850.5734.000	TYLER TECHNOLOGIES INC	A.R. CONVERSION	62.50
150850.5734.000	TYLER TECHNOLOGIES INC	CONTENT MGMT	1,250.00
150850.5734.000	TYLER TECHNOLOGIES INC	ENERGOV DISCUSSION	62.50
150850.5734.000	TYLER TECHNOLOGIES INC	PAYROLL EMPLOYEE SET UP	250.00
999.1117.000	U A W LOCAL 893	PARK&REC UNION DUES	158.48
999.1112.000	UNITED WAY	CONTRIBUTIONS	784.66
101310.5151.000	UNITY POINT-SIOUX CITY	DRUG&ALCHOH	74.00

520590.5600.000	UTILITY EQUIPMENT COMPANY	OPERATING SUPPLIES	1,735.00
150410.5749.000	VAN WALL EQUIPMENT	MOWER/DECK/ETC	20,000.00
206710.5749.000	VAN WALL EQUIPMENT	MOWER/DECK/ETC	7,500.00
206760.5450.000	VERIZON WIRELESS	8/11-9/10 PUBLIC WORKS	200.07
101110.5230.000	VERIZON WIRELESS- LERT B	SUBPEONA REQUEST	85.00
684990.5339.000	WELLMARK INC	MEDICAL CLAIMS	43,912.18
684990.5339.000	WELLMARK INC	MEDICAL CLAIMS	36,398.19
684000.4870.990	WELLMARK INC	PREMIUMS&4WK CLAIMS	(5,093.42)
684990.5230.000	WELLMARK INC	PREMIUMS&4WK CLAIMS	10,000.20
684990.5337.000	WELLMARK INC	PREMIUMS&4WK CLAIMS	22,524.60
684990.5339.000	WELLMARK INC	PREMIUMS&4WK CLAIMS	31,364.14
101310.5410.000	WOODMAN CONTROLS	SERVICE CALL-LIBRARY	488.75
206160.5600.000	WW GRAINGER	MECHANICAL SUPPLIES	74.70
101410.5600.080	WW GRAINGER	SHELTER FAN	42.92
520520.5340.070	XEROX CORPORATION	WPCP SEPTEMBER COPIES	80.18
520520.5600.000	ZIEGLER INC	COOLANT/FEE	91.14
			584,925.30



7400 SFA 4x2

Sales Proposal For:

CITY OF MARSHALLTOWN

Presented By:

O'HALLORAN INTERNATIONAL

Prepared For:

CITY OF MARSHALLTOWN
 Jeff Roads
 24 N Center St.
 Marshalltown, IA 50158-4911
 (641)754 - 5748

Presented By:

O'HALLORAN INTERNATIONAL
 Bob Kayser
 3311 ADVENTURELAND DRIVE
 ALTOONA IA 50009 -
 (515)967-3300

JEFF, THE ATTACHED QUOTATION IS BASED OFF OF THE STATE OF IOWA SNOW REMOVAL EQUIPMENT CONTRACT DISCOUNT AND AS SUCH IT MUST BE ORDERED PRIOR TO DECEMBER 15, 2016.

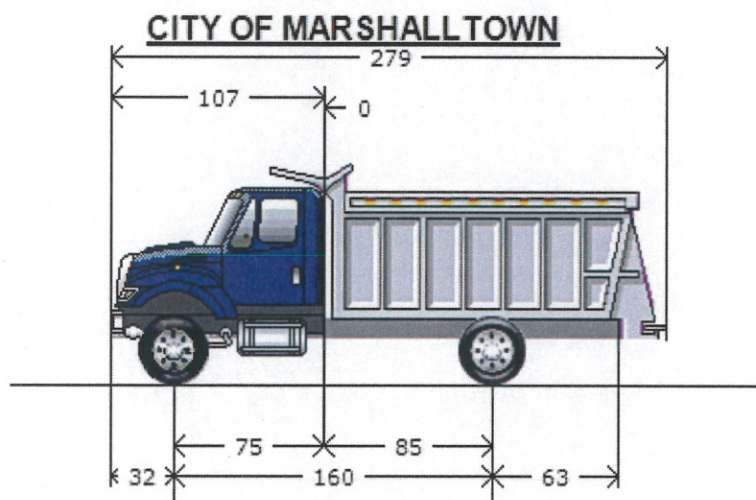
\$ 79,796.00 2017 International WorkStar single axle truck chassis

\$ 56,354.00 Equipment from Hawkeye Truck Equipment per their quotation number 18743

+++++

\$ 136,150.00 TOTAL COMBINED PRICE

OPTIONS: 1.) 60-Month - 100,000 Miles - 3,600 Hours Engine Warranty includes Electronics and Injectors ADD \$2,500.00
 2.) Basecoat Clearcoat body paint instead of single stage paint ADD \$785.00.



Model Profile
2016 7400 SFA 4X2 (SA525)

MISSION:

Requested GVWR: 33000. Calc. GVWR: 35000

DIMENSION:

Calc. Geared Speed: 73.5 MPH

ENGINE, DIESEL:

Wheelbase: 160.00, CA: 85.00, Axle to Frame: 63.00

{Navistar N9} EPA 2010, SCR, 275 HP @ 2000 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 275 Peak HP (MAX)

TRANSMISSION, AUTOMATIC:

{Allison 3500_RDS_P} 5th Generation Controls; Wide Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.

CLUTCH:

Omit Item (Clutch & Control)

AXLE, FRONT NON-DRIVING:

{Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity

AXLE, REAR, SINGLE:

{Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, With 200 Wheel Ends Gear Ratio: 5.63

CAB:

Conventional

TIRE, FRONT:

(2) 11R22.5 Load Range H HSC1 (CONTINENTAL), 496 rev/mile, 75 MPH, All-Position

TIRE, REAR:

(4) 11R22.5 Load Range G HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive

SUSPENSION, RR, SPRING,

Vari-Rate; 23,500-lb Capacity, With 4500 lb Auxiliary Rubber Spring

SINGLE:**PAINT:**

Cab schematic 100GM

Location 1: 6E12, Blue Metallic (Std)

Chassis schematic N/A

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
SA52500	Base Chassis, Model 7400 SFA 4X2 with 160.00 Wheelbase, 85.00 CA, and 63.00 Axle to Frame.	6814/3966	10780
1570	TOW HOOK, FRONT (2) Frame Mounted	8/0	8
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL	-2/147	145
1LLA	BUMPER, FRONT Steel, Swept Back	0/0	0
	<u>Includes</u> : BUMPER, FRONT Powder Coated Gray (Argent) Color		
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille	144/-39	105
1WEV	WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)	0/0	0
2ARW	AXLE, FRONT NON-DRIVING {Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity	0/0	0
	<u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.		
3ADC	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 12,000-lb Capacity; With Shock Absorbers	9/0	9
	<u>Includes</u> : SPRING PINS Rubber Bushings, Maintenance-Free		
	<u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.		
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4		
	<u>Notes</u> : Rear Axle is Limited to 23,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle/ Suspension Ordered		
4732	DRAIN VALVE {Berg} Manual; With Pull Chain, for Air Tank	0/0	0
	<u>Includes</u>		

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	: DRAIN VALVE Mounted in Wet Tank		
4AZJ	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel) With Automatic Traction Control	0/0	0
4EBS	AIR DRYER {Bendix AD-9} With Heater	0/0	0
	<u>Includes</u>		
	: AIR DRYER LOCATION Inside Left Rail, Back of Cab		
4EXP	BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 SqIn	3/0	3
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake	0/0	0
4JCG	BRAKES, FRONT, AIR CAM S-Cam; 15.0" x 4.0"; Includes 20 Sq. In. Long Stroke Brake Chambers	0/0	0
	<u>Notes</u>		
	: Front Axle with 14,000-lb GAWR is Limited to 13,200-lb GAWR when used in Conjunction with 15" BRAKES, FRONT, AIR CAM.		
	: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.		
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake	0/0	0
	<u>Notes</u>		
	: The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.		
4SBC	AIR COMPRESSOR {Bendix Tu-Flo 550} 13.2 CFM Capacity	0/0	0
4WBX	DUST SHIELDS, FRONT BRAKE for Air Brakes	4/0	4
4WDM	DUST SHIELDS, REAR BRAKE for Air Brakes	0/6	6
5708	STEERING COLUMN Tilting	0/0	0
5CAL	STEERING WHEEL 2-Spoke, 18" Dia., Black	0/0	0
5PSA	STEERING GEAR {Sheppard M100} Power	0/0	0
7BEP	EXHAUST SYSTEM Switchback Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; Includes Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab	117/-14	103
7WAZ	TAIL PIPE (1) Turnback Type, Non-Bright, for Single Exhaust	0/0	0
7WCM	EXHAUST HEIGHT 8' 10"	2/0	2
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
	<u>Includes</u>		
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab		
	: FUSES, ELECTRICAL SAE Blade-Type		
	: HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover		
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever		
	: HEADLIGHTS (2) Sealed Beam, Round, with Chrome Plated Bezels		

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	: JUMP START STUD Located on Positive Terminal of Outermost Battery		
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light		
	: STARTER SWITCH Electric, Key Operated		
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector		
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature		
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever		
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted		
	: WIRING, CHASSIS Color Coded and Continuously Numbered		
8GGN	ALTERNATOR {Bosch LH160} Brush Type, 12 Volt 160 Amp. Capacity, Pad Mount	-5/0	-5
8HAB	BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	2/0	2
8MKL	BATTERY SYSTEM {International} Maintenance-Free, (3) 12-Volt 1950CCA Total	40/15	55
8RMD	RADIO AM/FM/WB/Clock/3MM Auxiliary Input, with Multiple Speakers	1/0	1
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications	2/0	2
8TNR	BATTERY CABLES With 36" of Extra Length Coiled and Strapped Near Battery Box	0/0	0
8VAY	HORN, ELECTRIC Disc Style	0/0	0
8VUJ	BATTERY BOX Steel With Plastic Cover, 18" Wide, 2, 3, or 4 Battery Capacity, Mounted Right Side Back of Cab	-27/7	-20
8WCL	HORN, AIR Black, Single Trumpet, Air Solenoid Operated	0/0	0
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time	0/0	0
8WML	HEADLIGHTS Long Life Halogen; for Two Light System	0/0	0
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0
8WPP	ENGINE SHUTDOWN Automatic; With 30 Second Delay, With International Engines	1/0	1
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on	0/0	0
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection	0/0	0
8WWJ	INDICATOR, LOW COOLANT LEVEL With Audible Alarm	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, With Ignition "OFF" and any Door Opened	0/0	0
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses	0/0	0
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender	0/0	0
9HAN	INSULATION, UNDER HOOD for Sound Abatement	10/0	10
9HAT	GRILLE Stationary, with Vendor Painted Grille & Headlight Bezels, Argent NAV 8752	0/0	0
9HBN	INSULATION, SPLASH PANELS for Sound Abatement	2/0	2
9WBC	FRONT END Tilting, Fiberglass, With Three Piece Construction; for 2007 & 2010 Emissions	0/0	0
10021	CHASSIS COATING Corrosion Resistant E-Coat Primer Coating for Single Frame Rails	0/0	0
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "GM"		
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
10UAD	VEHICLE REGISTRATION IDENTITY ID for 49 States, Excluding California	0/0	0
10WJH	PROMOTIONAL PACKAGE Government and Municipal Silver Package; Two Year Limited Subscription of On-Command Service Information (Formerly Fleet ISIS), and On-Command Parts Information (Formerly Fleet Parts Catalog), Requires Specific Feature Combinations	0/0	0
11001	CLUTCH Omit Item (Clutch & Control)	-62/-13	-75
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted	10/0	10
12NWK	ENGINE, DIESEL {Navistar N9} EPA 2010, SCR, 275 HP @ 2000 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 275 Peak HP (MAX)	0/0	0
	<u>Includes</u> : AIR COMPRESSOR AIR SUPPLY LINE Naturally-Aspirated (Air Brake Chassis Only) : COLD STARTING EQUIPMENT Intake Manifold Electric Grid Heater with Engine ECM Control : CRUISE CONTROL Electronic; Controls Integral to Steering Wheel : ENGINE OIL DRAIN PLUG Magnetic : ENGINE SHUTDOWN Electric, Key Operated : FUEL FILTER Included with Fuel/Water Separator : FUEL/WATER SEPARATOR Fuel/Water Separator and Fuel Filter in a Single Assembly; With Water-in-Fuel Sensor; Engine Mounted		

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	: GOVERNOR Electronic : OIL FILTER, ENGINE Spin-On Type : WET TYPE CYLINDER SLEEVES		
12THZ	FAN DRIVE {Horton Drivemaster Polar Extreme} Direct Drive Type, Two Speed, With Residual Torque Device for Disengaged Fan Speed <u>Includes</u> : FAN Nylon	0/0	0
12UCW	RADIATOR Aluminum, Cross Flow, Series System; 1228 SqIn Core and 648 SqIn Charge Air Cooler and With Transmission Oil Cooler	0/0	0
12UPA	FEDERAL EMISSIONS {Navistar N9 & N10} EPA, OBD and GHG Certified for Calendar Year 2016	0/0	0
12VBC	AIR CLEANER Single Element <u>Includes</u> : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted	0/0	0
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0	0
12VZA	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; With Ignition Switch Control for MaxxForce and Navistar post 2007 Emissions Electronic Engines	0/0	0
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Idle Regulations	0/0	0
13AVL	TRANSMISSION, AUTOMATIC {Allison 3500_RDS_P} 5th Generation Controls; Wide Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.	182/67	249
13WBL	TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission	0/0	0
13WDZ	SHIFT CONTROL PARAMETERS Allison S-1 Performance Programming in Primary and Allison Fixed Programming in Secondary	0/0	0
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction	0/0	0
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab	0/0	0
13XAM	PTO LOCATION Dual, Left and Right Side of Transmission	0/0	0
14051	AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, With 200 Wheel Ends . Gear Ratio: 5.63 <u>Includes</u> : REAR AXLE DRAIN PLUG (1) Magnetic, For Single Rear Axle <u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.	0/227	227

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	: When Specifying Axle Ratio, Check Performance Guidelines and TCAPE for Startability and Performance		
14VAH	SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 23,500-lb Capacity, With 4500 lb Auxiliary Rubber Spring	0/62	62
	<u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.		
14WAP	SHOCK ABSORBERS, REAR (2)	0/45	45
15LKG	FUEL/WATER SEPARATOR with Thermostatic Fuel Temperature Controlled Electric Heater, and Filter Restriction/Change Indicator, Includes Standard Equipment Water-in-Fuel Sensor	5/0	5
15SGJ	FUEL TANK Top Draw; D-Style, Non-Polished Aluminum, 16" Tank Depth, 50 U.S. Gal., 189 L Capacity, with Quick Connect Outlet, Mounted Left Side, Under Cab	17/7	24
15WDG	DEF TANK 7 U.S. Gal. 26.5L Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0
16030	CAB Conventional	0/0	0
	<u>Includes</u> : ARM REST (2) Molded Plastic; One Each Door : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel : DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side : INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color : STEP (4) Two Steps Per Door		
16HBA	GAUGE CLUSTER English With English Electronic Speedometer	0/0	0
	<u>Includes</u> : GAUGE CLUSTER (6) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter, Washer Fluid Level : ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout : WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)		
16HGH	GAUGE, OIL TEMP, AUTO TRANS , for Allison Transmission	1/0	1
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16HLJ	GAUGE, DEF FLUID LEVEL	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust <u>Includes</u> : SEAT BELT 3-Point, Lap and Shoulder Belt Type	26/13	39
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl	13/10	23
16SNB	MIRRORS (2) {Lang Mekra} Rectangular, Thermostatically Controlled Heated Heads, Black Heads, Brackets and Arms, Breakaway Type, 7.55" x 14.1" Integral Convex Both Sides, 102" Inside Spacing	-3/0	-3
16VSL	WINDSHIELD Heated, Single Piece	0/0	0
16WBY	ARM REST, RIGHT, DRIVER SEAT	3/0	3
16WCT	AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster <u>Includes</u> : HEATER HOSES Premium : HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps : REFRIGERANT Hydrofluorocarbon HFC-134A	41/6	47
16WJS	INSTRUMENT PANEL Center Section, Flat Panel	0/0	0
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	5/0	5
16WKY	HVAC FRESH AIR FILTER	0/0	0
16WLE	STORAGE POCKET, DOOR Molded Plastic, Full Width; Mounted on Passenger Door	0/0	0
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	0/0	0
16WRX	CAB INTERIOR TRIM Deluxe <u>Includes</u> : "A" PILLAR COVER Molded Plastic : CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering : CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket : DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors : FLOOR COVERING Rubber, Black : HEADLINER Soft Padded Cloth : INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section : STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door : SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console	0/0	0
16WSK	CAB REAR SUSPENSION Air Bag Type	0/0	0
16WSL	MIRROR, CONVEX, HOOD MOUNTED (2) {Lang Mekra} for Left and Right Sides 7.44" Sq.	11/0	11

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
27DTT	WHEELS, FRONT {Accuride 28828} DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs	0/0	0
28DTT	WHEELS, REAR {Accuride 28828} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs	0/0	0
29PAW	PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; With Vendor Applied Gray Powder Coat Paint	0/0	0
29PAX	PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; With Vendor Applied Gray Powder Coat Paint	0/0	0
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab behind Driver Seat; Up to 6 Outputs & 6 Inputs, Max. 20 amp. per Channel, Max. 80 amp Total (Includes 1 Switch Pack With Latched Switches)	0/0	0
7372135423	(4) TIRE, REAR 11R22.5 Load Range G HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive	0/60	60
7382135419	(2) TIRE, FRONT 11R22.5 Load Range H HSC1 (CONTINENTAL), 496 rev/mile, 75 MPH, All-Position Cab schematic 100GM Location 1: 6E12, Blue Metallic (Std) Chassis schematic N/A Services Section:	20/0	20
40115	WARRANTY Standard for WorkStar 7300/7400 (4x2, 4x4, 6x4, 6x6), Effective with Vehicles Built January 2, 2015 or Later, CTS-2002U	0/0	0
Total Component Weight:		7394/4572	11966

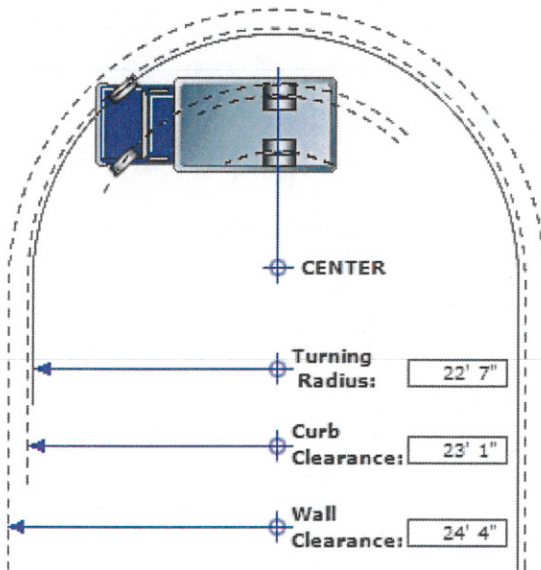
The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

(0012NWK)

ATTACHMENTS: 0012WZE 0012VXT 0012THZ

<u>Parameter</u>	<u>Value</u>	<u>UOM</u>
Max Vehicle Speed:7902	73	MPH
Max Eng Speed w/Veh Spd Fault:7901	2185	N/A
Idle Shutdown Mode:7400	0, DISABLE FEATURE OR FUNCTION	N/A
Idle Shutdown Time:7401	15	MIN
ISD - Min Intake Air Temp:7403	16	C
ISD - Max Intake Air Temp:7402	44	C
Cruise Min Vehicle Speed:7603	25	MPH
Cruise Max Vehicle Speed:7604	73	MPH
AESC Max Engine Speed:7508	2000	RPM
AESC Ramp Rate:7507	100	RPM/SEC
AESC Max Vehicle Speed:7501	5	MPH
AESC Vehicle Speed Override:7518	0, AFFECTS RPS	N/A
AESC Disable In-Cab Interface:7503	0, NO (OFF) OR DISABLE	N/A
AESC Enable Overrides:7526	1, ENABLE FEATURE OR FUNCTION	N/A
AESC In Cab Control Override:7517	0, AFFECTS RPS	N/A
AESC Park Brake Override:7515	1, NO EFFECT TO RPS	N/A
AESC Brake Override:7514	0, AFFECTS RPS	N/A
AESC Driveline Override:7516	0, AFFECTS RPS	N/A
AESC Driveline Mode:9301	0, NEUTRAL OPERATION	N/A
Remote Pedal - Enable:7504	0, NO (OFF) OR DISABLE	N/A
Remote Pedal - Return To 0 Req:7513	1, RETURN TO ZERO FUNCTIONALITY NOT REQUIRED	N/A
Remote Pedal - Enable Override:7525	1, ENABLE FEATURE OR FUNCTION	N/A
Remote Pedal - Brake Override:7520	0, AFFECTS RPS	N/A
Remote Pedal - VS Kickout En:9102	0, AFFECTS RPS	N/A
Remote Pedal - In-Cab Override:7523	0, AFFECTS RPS	N/A
Remote Pedal - Park Brake Ovr:7521	1, NO EFFECT TO RPS	N/A
Remote Pedal - Driveline OVRD:7522	0, AFFECTS RPS	N/A
Service Interval Indicator:9500	1, ACTIVATE PARAMETER	N/A
Service Interval - Distance:9503	12000	MILES
Service Interval - Run Time:9502	450.0	HOURS
Service Interval - Fuel Used:9501	1500	GALLONS
Customer Password:8700	0000	N/A

These Electronic Parameters have been successfully finalized



Series: 7000
Model: SA525
Description: 7400 SFA 4X2
Model Year: 2016

Calculation Factors

Wheelbase: 160

Front Axle: 0002ARW
Description: AXLE, FRONT NON-DRIVING, {Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity

Front Wheel: 0027DTT
Description: WHEELS, FRONT, {Accuride 28828} DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs

Front Tire: 07382135419
Description: TIRES, 11R22.5 Load Range H HSC1 (CONTINENTAL), 496 rev/mile, 75 MPH, All-Position

Steering Gear: 0005PSA
Description: STEERING GEAR, {Sheppard M100} Power

Turning Radius StatisticsGeneral Information

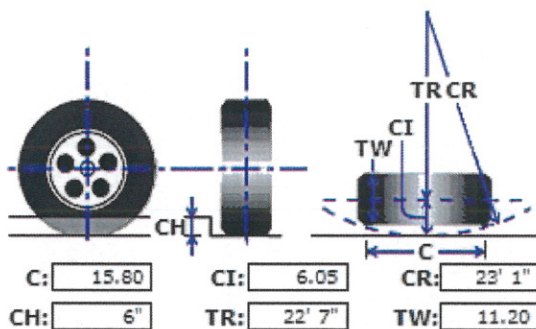
Inside Turn Angle: 50 Degrees
Radial Overhang: 21

Axle Information

KingPin Inclination: 6.25 Degrees
KingPin Center: 71.5

Turning Radius - Curb View

C - Curb Contact Length: 15.80
CI - Curb Clearance Increment: 6.05
CR - Curb Clearance Radius: 23' 1"
CH - Curb Height: 6"
TR - Turning Radius: 22' 7"
TW - Tire Width: 11.20



* All Measurements are in inches, unless otherwise specified.

This information is based on engineering information available at this time. Actual figures may vary. Navistar, Inc. cannot accept liability for consequences due to this variance.



HAWKEYE TRUCK EQUIPMENT

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

" The Complete Truck Equipment Center "

Customer: 532000

O'HALLORAN INTERNATIONAL
P O BOX 1804

DES MOINES IA 50305-1804

Q U O T A T I O N

Job No.	18743
Quote Date	10/04/16
Expire Date	11/03/16

Payments by Credit Card may be subject to 3% handling fee.

Terms				
N10				
JG: Order Tkr				

WE ARE PLEASED TO QUOTE THE FOLLOWING FOR YOUR APPROVAL:

ATTENTION: BOB

CITY OF MARSHALLTOWN

1-10' HILBILT LIL GOOSE STEEL DUMP BOX, 5-7 CUBIC YARD CAPACITY, 26" HIGH SIDES, 32" HIGH ENDS, ENTIRE BODY CONSTRUCTED OF 3/16" AR-400 STEEL, FULL DEPTH REAR CORNER POSTS WITH OVAL STOP-TURN-TAIL LIGHTS INSTALLED, 3 SIDE BRACES, DOUBLE ACTING TAILGATE, SPREADER CHAIN KIT WITH WEBBING, 1/2 CABSHIELD, AIR TAILGATE RELEASE, SIDE TO FLOOR BRACING, BODY VIBRATOR, BODY-UP WARNING LIGHT IN CAB, BACK-UP ALARM, ANTI-SAIL MUDFLAPS FRONT AND REAR OF REAR TIRES, L.E.D. STROBES RECESSED IN REAR CORNERPOSTS AND IN BOXES ON FRONT OF TRUCK ATTACHED TO SNOW PLOW LIGHT BRACKETS, PAINTED SINGLE STAGE CENTARI TO MATCH CAB, DOUBLE ACTING UNDERBODY SCISSOR HOIST WITH AN 18 TON LIFTING CAPACITY, BODY SAFETY PROPS, COMPLETELY INSTALLED, F.O.B. DES MOINES, IA.

1-MONROE MP36R11-ISCT SNOW PLOW, 11' LONG MOLDBOARD, 36" HIGH MOLDBOARD, SIX ONE-PIECE 1/2" VERTICLE RIBS, 4"x4"x3/4" BOTTOM MOLDBOARD REINFORCEMENT, 2"x2"x3/8" TOP MOLDBOARD REINFORCEMENT ANGLE, 3-1/2"x 3-1/2"x 1/2" REVERSING SEMI-CIRCLE, DUAL COMPRESSION TRIP ASSEMBLY, MONROE BUILT-IN LEVEL LIFT, MOLDBOARD AND FRAME ARE 100% CONTINUOUSLY WELDED, 3"x10" DOUBLE ACTING LIFT CYLINDER, TWO 3"x10" DOUBLE ACTING REVERSING CYLINDERS, 36" ORANGE SAFETY BLADE GUIDES, 12" RUBBER DEFLECTOR, 3/4"x6" CARBIDE CUTTING EDGE WITH 1/2"x6" COVER BLADE, WRAP-AROUND CURB GUARDS ON BOTH ENDS OF BLADE, SCREW ADJUSTABLE JACK STAND WITH REMOTE STORAGE, HEAVY DUTY THRUST ARMS, SHOTBLASTED AND POWDERCOATED ORANGE, HEAVY DUTY PIN STYLE HITCH, HITCH TO BE MOUNTED AS CLOSE

*** CONTINUED NEXT PAGE ***



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DES MOINES, IOWA 50316-0283
1-800-622-8223 • 515-289-1755

" The Complete Truck Equipment Center "

Customer: 532000

O'HALLORAN INTERNATIONAL
P O BOX 1804

DES MOINES IA 50305-1804

Q U O T A T I O N

Job No.	18743
Quote Date	10/04/16
Expire Date	11/03/16

Payments by Credit Card may be subject to 3% handling fee.

Terms				
N10				
JG: Order Tkr				

TO GRILL AS POSSIBLE, HITCH TO BE BOLT-ON STYLE, BUMPER ENDS TO STAY ON CHASSIS WHEN HITCH IS REMOVED, ALL ABRASION RESISTANT HOSES, SNOW PLOW LIGHTS TO BE MOUNTED USING EXISTING HOLES, INSTALLED.

1-MONROE MS969-OW-DD-DD STEEL TAILGATE SPREADER, 7 GAUGE TROUGH, 1/4" ENDPLATES, INTERIOR SEAMS ARE CONTINUOUSLY WELDED, FULL WIDTH UN-OBSTRUCTED TOP AND BOTTOM CLEAN-OUT, DUAL DISCHARGE, SPINNER TO BE MOUNTED INDEPENDANTLY OF BOTTOM ELIMINATING EXCESSIVE WEIGHT FOR EASE OF CLEAN-OUT, ALL LATCHES ARE CAPTIVE BIND-FREE, 9" DIAMETER AUGER WITH 1-1/2" SHAFT SUPPORTED BY 1-1/2" SEALED SELF-ALIGNING RELUBEABLE ANTI-FRICTION 4-BOLT FLANGE BEARINGS, DIRECT DRIVE HI-TORQUE HYDRAULIC MOTOR, 18" POLY SPINNER WITH REPLACEABLE FLIGHTS, SHOT-BLASTED AND POWDER COATED ORANGE, DR. SIDE SPINNER LIGHT, COMPLETELY INSTALLED, F.O.B. DES MOINES, IA.

1-MONROE JUNIOR WING, 8' LONG MOLDBOARD, 27" INTAKE HEIGHT AND 28" DISCHARGE HEIGHT ON MOLDBOARD, TWO DOUBLE ACTING CYLINDERS FOR DIRECT LIFT OF TOE AND HEEL, DIRECT-LIFT FRONT WING POST, MOLDBOARD IS SHOTBLASTED AND POWDER COAT PAINTED ORANGE, MOUNTING HARDWARE POWDER COAT PAINTED BLACK, 3/8" ONE PIECE TAPERED FLAME CUT RIBS, 10 GAUGE MOLDBOARD, SET UP PER CITY'S SPEC TO LEAVE ROOM SO THEY CAN ADD TIRE CHAINS, INSTALLED.

1-COMPLETE HYDRAULIC SYSTEM TO OPERATE THE FOLLOWING FUNCTIONS: DUMP BODY-UP/DOWN, PLOW-UP/DOWN, PLOW-ANGLE, WING TOE-UP/DOWN, WING HEEL-UP/DOWN, SANDER-FREEDOM ELECTRIC SPREADER CONTROL, 4.0 cu. DISPLACEMENT AXIS PISTON HYDRAULIC PUMP MOUNTED TO FRONT CRANKSHAFT, ALL CONTROLS TO BE MORSE CABLE

*** CONTINUED NEXT PAGE ***

Sub total	\$ 54,659.00
Sales Tax	\$ 0.00
Freight	\$ 0.00
FET	\$ 0.00
Total	\$ 54,659.00



James L. Lowrance, Mayor
Mark Stevens, Acting Administrator
Diana Steiner, Finance Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

FINANCE DEPARTMENT

October 20, 2016

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

From: Diana Steiner, Finance Director 

Re: July 2016 Monthly Financial Statements

Policy Issue: N/A

Recommendation: Staff recommends approving the July 2016 monthly financial statements.

Background: The Finance Department has prepared and reconciled the July 2016 financial statements for your review. This is the first month of our new fiscal year. A specific review of the general fund (101) shows an ending cash balance of \$260,661.

Budget Impact: N/A

Attachment: July 2016 Financial Statements

cc: Mark Stevens, Acting City Administrator

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



CITY OF MARSHALLTOWN
MONTHLY BALANCE SHEET
FOR THE MAYOR AND CITY COUNCIL
As of July 31, 20161
10/10/16
16:36:48

DESCRIPTION	--ASSETS--		LIABILITIES & NET ASSETS	NET (INCOME) / EXPENSE
	CASH AND INVESTMENTS	ACCOUNTS RECEIVABLE		
FUND NUMBER & NAME				
101 - GENERAL	260,660.60	304,897.95	<1,329,614.90>	764,056.35
150 - CAPITAL RESERVE FUND	33,854.71	.00	<158,390.73>	124,536.02
151 - CASH FLOW RESERVE FUND	1,839,536.90	.00	<1,838,544.63>	<992.27>
152 - COLISEUM ACTIVITY	11,145.62	.00	<11,881.81>	736.19
153 - BLDG MAINT FUND	461,131.21	.00	<460,988.74>	<142.47>
201 - GRANTS FRM STATE AGENCY	3,755.51	.00	<3,754.34>	<1.17>
204 - HERSHEY RECREATION	6,973.58	.00	<7,011.71>	38.13
205 - EMERGENCY FUND	1,923.33	.00	.00	<1,923.33>
206 - ROAD USE TAX	3,544,079.39	.00	<3,347,231.35>	<196,848.04>
218 - COPS FAST GRANT	<9,263.92>	5,630.73	<.01>	3,633.20
219 - DEPT OF JUSTICE GRANTS	8,297.37	1,080.00	<735.32>	<8,642.05>
220 - POLICE UNDESIGND GRANTS	<6,890.79>	14,181.32	<16,723.60>	9,433.07
221 - EMPLOYEE BENEFIT FUND	1,931,531.22	.00	<1,929,064.64>	<2,466.58>
223 - POLICE/FIRE RETIREMENT	462,913.63	.00	<452,390.42>	<10,523.21>
230 - POLICE DONATION FUND	40,507.23	.00	<39,984.73>	<522.50>
233 - SOFTBALL ASSOCIATION	38,461.95	.00	<34,460.87>	<4,001.08>
235 - FIRE DEPT DONATION FUND	2,834.56	.00	<2,833.66>	<.90>
236 - M'TOWN TENNIS ASSOC	1,656.60	.00	<1,656.12>	<.48>
238 - CITY TORT LIABILITY	134,277.41	177.80	<133,890.57>	<564.64>
242 - LIBRARY DONATION FUND	55,421.17	.00	<60,429.07>	5,007.90
246 - SEIZED ASSETS FUND	25,403.78	.00	<25,381.03>	<22.75>
247 - P & R DONATION FUND	64,528.92	.00	<60,419.72>	<4,109.20>
248 - ECONOMIC DEVELOPMENT	49,129.32	.00	<49,114.14>	<15.18>
249 - SUBDIVIDER ESCROW	10,249.61	.00	<10,246.44>	<3.17>
250 - TAX INCREMNT FINANCING	721,972.80	.00	<760,217.85>	38,245.05
271 - HOUSING GRANTS	35,730.08	.00	<36,179.04>	448.96
276 - LEAD GRANT #4	<2,982.89>	1,043.95	1,938.94	.00
277 - HUD EDI GRANTS	<10,795.20>	.00	10,595.20	200.00
278 - LOW RENT VOUCHER PROGRAM	81,270.54	.00	<172,633.32>	<6,026.02>
281 - CBDO NSP HSG	<100,207.95>	.00	99,532.18	675.77
282 - HUD LEAD MATCH	40,262.42	.00	<40,262.42>	.00
283 - LEAD GRANT #5	<132,858.13>	27,148.20	27,627.45	78,082.48
290 - E911 SURCHARGE	365,957.94	.00	<297,764.04>	<68,193.90>
291 - LOCAL OPTION SALES TAX	3,608,496.69	.00	<3,173,437.13>	<435,059.56>
311 - GO BONDS DEBT FUND	107,592.44	.00	<82,335.27>	<25,257.17>
401 - BIKE PATH - PHASE II	102,011.45	.00	<66,941.44>	<35,070.01>
416 - FEDERAL STREET GRANTS	<31,418.16>	.00	31,418.16	.00
417 - RISE STREET GRANTS	<172,385.37>	.00	172,385.37	.00
450 - CIP COLLECTION FUND	694,275.07	.00	<689,631.06>	<4,644.01>
460 - AIRPORT PROJECT	<91,179.45>	.00	80,880.44	10,299.01
462 - SPEC ASSMNT PROJECTS	<58,078.95>	.00	12,959.45	<2,191.00>
471 - POLICE AND FIRE BUILD	<14,947.52>	.00	14,947.52	.00
473 - 2014 GO BONDS	942,207.18	.00	<942,149.74>	<57.44>
477 - TREES FOREVER PROJECT	2,425.26	.00	<2,424.50>	<.76>
478 - 2015 GO BONDS	1,801,393.19	.00	<1,994,239.70>	192,846.51
479 - 2016 GO BONDS	40,692.12	.00	.00	<40,692.12>

CITY OF MARSHALLTOWN
MONTHLY BALANCE SHEET
FOR THE MAYOR AND CITY COUNCIL
As of July 31, 20162
10/10/16
16:36:48

DESCRIPTION	--ASSETS--		LIABILITIES & NET ASSETS	NET (INCOME) / EXPENSE
	CASH AND INVESTMENTS	ACCOUNTS RECEIVABLE		
490 - GO BOND CAPITAL PRJS	6,804.00	3,690.00	<10,494.00>	.00
491 - TIF DISTRICT 11 CAP PRJ	<1,059,165.47>	.00	773,177.90	285,987.57
492 - TIF DISTRICT 3 CAP PRJS	7,816.02	.00	<7,813.61>	<2.41>
494 - PUBLIC WORKS FACILITY	1,260.15	.00	<1,259.74>	<.41>
510 - STORM SEWER	1,118,085.27	41,004.00	<13,184,861.36>	<56,189.14>
511 - STORM SEWER BONDS	59,288.52	.00	.00	<59,288.52>
520 - WPCP OPERATING FUND	<5,633.33>	.00	<38,489,747.80>	8,316.47
521 - WPCP REVENUE FUND	7,560,882.39	.00	<7,756,722.06>	<345,178.20>
522 - WPCP SEW REV FUND	5,183,207.13	.00	<5,183,134.08>	<73.05>
526 - WPCP CAP IMPR RESERVE	1,002,331.58	.00	<1,002,021.95>	<309.63>
528 - SANITARY SEWER REHAB	7,798.27	.00	<7,941.30>	143.03
529 - SEWER NEW CONSTRUCTION	37,323.61	.00	<30,923.61>	<6,400.00>
530 - COMPOSTING	174,559.18	1,149.41	<246,440.47>	<1,490.03>
540 - P&R CONCESSIONS	17,410.51	.00	<16,764.40>	<646.11>
550 - TRANSIT OPERATING	168,505.62	.00	<1,586,158.53>	19,924.92
681 - OCCUP INSUR ESCROW	108,277.30	.00	<113,918.57>	5,641.27
684 - GRP HEALTH INS ESCROW	2,537,051.02	.00	<2,586,987.49>	20,603.30
686 - W.C. DEDUCTIBLE	37,596.13	.00	<37,584.54>	<11.59>
801 - POLICE PENSION	<1,531.56>	.00	.00	1,531.56
844 - SALES TAX	1,807.19	.00	<1,807.19>	.00
870 - SURETY BONDS/DEPOSITS	1,261.94	.00	<1,261.94>	.00
871 - IA STATE SLEUTH	14,915.60	.00	<14,915.60>	.00
991 - CAPITAL ASSET FUND	.00	.00	<44,509,773.96>	.00
999 - PAYROLL LIABILITY ACCTS	143,088.47	.00	<143,088.47>	.00
GRAND TOTAL	34,024,492.01	1,115,053.70	<131,941,122.12>	252,826.66

83410 CITY OF MARSHALLTOWN 1
 COUNCIL INVESTMENT BALANCES 10/10/16
 INV_LOCFND By Location & Fund 13:45:05

Enter Information to Graph for Council
 As of July 31, 2016

DESCRIPTION	INVESTMNTS
0212.000 FRMS SAVINGS BANK SVGS	
00999 CITY-MARSHALLTWN POOLED CASH	2,000,961.87
0212.000 FRMS SAVINGS BANK SVGS	2,000,961.87
0213.000 CENTRAL STATE BNK MONEY MARKET	4,004,165.88
0213.000 CENTRAL STATE BNK MONEY MARKET	4,004,165.88
0215.000 IPAIT MONEY MARKET	
00478 2015 GO BONDS	
00031134 2015B GO BONDS - STREET, DIP/DANG BUIL	2,094,803.82
00479 2016 GO BONDS	
00031135 2016A GO BONDS - STREET, STORM WATER	40,700.00
00511 2016 GO BOND STORM WATER	
00031135 2016A GO BONDS - STREET, STORM WATER	59,300.00
00522 (D) WPCP REVENUE BOND FUND	
00059007 2015 SEWER REVENUE BONDS	1,999,404.46
0215.000 IPAIT MONEY MARKET	4,194,208.28
0216.000 GREAT WESTERN BANK MM	
00999 CITY-MARSHALLTWN POOLED CASH	4,557,887.09
0216.000 GREAT WESTERN BANK MM	4,557,887.09
0247.000 FRMRS SVGS BK CD (91-365)	
00522 (D) WPCP REVENUE BOND FUND	
00059007 2015 SEWER REVENUE BONDS	1,002,896.82
0247.000 FRMRS SVGS BK CD (91-365)	1,002,896.82
0248.000 HOME FEDERAL CD (91-365DY	
00059007 2015 SEWER REVENUE BONDS	2,001,869.96
0248.000 HOME FEDERAL CD (91-365DY	2,001,869.96
0261.000 USBANK CD (> 1 YR)	
00999 CITY-MARSHALLTWN POOLED CASH	1,000,000.00
0261.000 USBANK CD (> 1 YR)	1,000,000.00
0265.000 IPAIT CD (> 1 YR)	

Interest
Rate

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 (6 Mo) (9 Mo)

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Enter Information to Graph for Council
 As of July 31, 2016

DESCRIPTION	INVESTMNTS	
00521 WPCP REVENUE		.43
	1,000,000.00	
00684 GROUP HEALTH INSURANCE ESCROW		.84
	1,000,000.00	
0265.000 IPAIT CD (> 1 YR)	2,000,000.00	
0266.000 CENTRAL STATE BANK CD (> 1 YR)		
00291 LOCAL OPTION SALES TAX		
89099012 LOST - Storm Sewer/Street Improvements	1,002,268.49	.45
0266.000 CENTRAL STATE BANK CD (> 1 YR)	1,002,268.49	
0267.000 FARMERS CD (> 1 YR)		
00151 CASH FLOW RESERVE FUND		
	1,004,666.98	.89
00999 CITY-MARSHALLTWN POOLED CASH		
	1,001,710.69	.52
0267.000 FRMRS SVGS BANK CD (GRT 1YR)	2,006,377.67	
0268.000 PINNACLE CD (> 1 YR)		
00684 GROUP HEALTH INSURANCE ESCROW		
	1,000,000.00	.58
0268.000 PINNACLE CD (> 1 YR)	1,000,000.00	
0269.000 UB&T CD (> 1 YR)		
00521 WPCP REVENUE		
	1,000,000.00	.41
0269.000 UB&T CD (> 1 YR)	1,000,000.00	
	25,770,636.06	

CITY OF MARSHALLTOWN
BUDGET REPORT BY CATEGORY
EXCLUDES NON-BUDGETED FUNDS 681-686,
801-878 and 999
For the One Month Ending July 31, 2016

DESCRIPTION	THIS MONTH ACTUAL	ORIGINAL BUDGET	Y-T-D ACTUAL	REMAINING BUDGET	% USED
REVENUES					
4010 PROPERTY TAXES	92,808.48	11,100,009	92,808.48	11,007,200.52	99.16 %
4090 TIF TAXES	10,362.33	502,248	10,362.33	491,885.67	97.94 %
4100 OTHER CITY TAXES	633,522.40	4,937,768	633,522.40	4,304,245.60	87.17 %
4200 LICENSES & PERMITS	12,927.91	265,125	12,927.91	252,197.09	95.12 %
4600 USE OF MONEY & PROPERTY	13,557.19	148,210	13,557.19	134,652.81	90.85 %
4300 INTERGOVERNMENTAL REVENUE	699,029.58	10,100,702	699,029.58	9,401,672.42	93.08 %
4400 CHARGES FOR SERVICES	751,286.12	8,681,743	751,286.12	7,930,456.88	91.35 %
4500 FINES & FORFEITURES	12,287.41	126,500	12,287.41	114,212.59	90.29 %
4700 SPECIAL ASSESSMENTS	1,253.00	22,206	1,253.00	20,953.00	94.36 %
4800 MISCELLANEOUS REVENUES	31,164.94	198,100	31,164.94	166,935.06	84.27 %
4900 OTHER FINANCING SOURCES	100,000.00	2,900,000	100,000.00	2,800,000.00	96.55 %

**TOTAL REVENUES	2,358,199.36	38,982,611	2,358,199.36	36,624,411.64	93.95 %
EXPENDITURES					
PUBLIC SAFETY					
5005 SALARIES	419,736.05	5,512,102	419,736.05	5,092,365.95	7.61 %
5100 BENEFITS	185,153.91	2,524,848	185,153.91	2,339,694.09	7.33 %
5205 OPERATING	128,990.46	858,993	128,990.46	730,002.54	15.02 %
5700 CAPITAL OUTLAY	56,416.27	417,456	56,416.27	361,039.73	13.51 %

**TOTAL PUBLIC SAFETY	790,296.69	9,313,399	790,296.69	8,523,102.31	8.49 %
PUBLIC WORKS					
5005 SALARIES	82,980.06	1,117,196	82,980.06	1,034,215.94	7.43 %
5100 BENEFITS	38,108.69	507,876	38,108.69	469,767.31	7.50 %
5205 OPERATING	250,524.05	2,650,251	250,524.05	2,399,726.95	9.45 %
5700 CAPITAL OUTLAY	583.71	640,270	583.71	639,686.29	.09 %

**TOTAL PUBLIC WORKS	372,196.51	4,915,593	372,196.51	4,543,396.49	7.57 %
HEALTH AND SOCIAL SERVICES					
5005 SALARIES	37,073.25	503,821	37,073.25	466,747.75	7.36 %
5100 BENEFITS	12,043.53	152,754	12,043.53	140,710.47	7.88 %
5205 OPERATING	70,423.16	994,974	70,423.16	924,550.84	7.08 %
5700 CAPITAL OUTLAY	.00	150	.00	150.00	.00 %

**TOTAL HEALTH & SOCIAL SERVS	119,539.94	1,651,699	119,539.94	1,532,159.06	7.24 %

CITY OF MARSHALLTOWN
BUDGET REPORT BY CATEGORY
EXCLUDES NON-BUDGETED FUNDS 681-686,
801-878 and 999
For the One Month Ending July 31, 2016

DESCRIPTION	THIS MONTH ACTUAL	ORIGINAL BUDGET	Y-T-D ACTUAL	REMAINING BUDGET	% USED

CULTURE AND RECREATION					
5005 SALARIES	103,286.63	1,255,619	103,286.63	1,152,332.37	8.23 %
5100 BENEFITS	31,678.84	401,532	31,678.84	369,853.16	7.89 %
5205 OPERATING	105,261.65	1,168,932	105,261.65	1,063,670.35	9.00 %
5700 CAPITAL OUTLAY	11,571.84	494,328	11,571.84	482,756.16	2.34 %
5865 OTHER EXPENDITURES	59.90	0	59.90	<59.90>	.00 %

**TOTAL CULTURE & RECREATION	251,858.86	3,320,411	251,858.86	3,068,552.14	7.59 %
COMMUNITY & ECONOMIC DEVELMNT					
5005 SALARIES	14,351.96	180,266	14,351.96	165,914.04	7.96 %
5100 BENEFITS	4,290.62	58,448	4,290.62	54,157.38	7.34 %
5205 OPERATING	158,777.03	1,495,036	158,777.03	1,336,258.97	10.62 %
5700 CAPITAL OUTLAY	.00	2,000	.00	2,000.00	.00 %

**TOTAL COMM & ECONOMIC DV	177,419.61	1,735,750	177,419.61	1,558,330.39	10.22 %
GENERAL GOVERNMENT					
5005 SALARIES	45,049.92	767,484	45,049.92	722,434.08	5.87 %
5100 BENEFITS	15,203.74	197,568	15,203.74	182,364.26	7.70 %
5205 OPERATING	37,540.21	504,773	37,540.21	467,232.79	7.44 %
5700 CAPITAL OUTLAY	55,445.17	367,800	55,445.17	312,354.83	15.07 %
5865 OTHER EXPENDITURES	142.00	0	142.00	<142.00>	.00 %

**TOTAL GENERAL GOVERNMENT	153,381.04	1,837,625	153,381.04	1,684,243.96	8.35 %
ENTERPRISES					
5005 SALARIES	130,618.28	1,731,460	130,618.28	1,600,841.72	7.54 %
5100 BENEFITS	48,319.21	616,705	48,319.21	568,385.79	7.84 %
5205 OPERATING	98,945.66	4,729,514	98,945.66	4,630,568.34	2.09 %
5700 CAPITAL OUTLAY	11,795.29	3,184,000	11,795.29	3,172,204.71	.37 %
5800 DEBT SERVICE PAYMENTS	8,707.57	2,321,690	8,707.57	2,312,982.43	.38 %
5865 OTHER EXPENDITURES	159.86	4,000	159.86	3,840.14	4.00 %

**TOTAL ENTERPRISES	298,545.87	12,587,369	298,545.87	12,288,823.13	2.37 %
5000 **DEBT SERVICE	.00	3,091,413	.00	3,091,413.00	.00 %

5000 **CAPITAL PROJECTS	420,022.96	2,325,376	420,022.96	1,905,353.04	18.06 %

83500
COUNCIL
CNCL REVEX

CITY OF MARSHALLTOWN
BUDGET REPORT BY CATEGORY
EXCLUDES NON-BUDGETED FUNDS 681-686,
801-878 and 999
For the One Month Ending July 31, 2016

3
10/10/16
10:31:04

DESCRIPTION	THIS MONTH ACTUAL	ORIGINAL BUDGET	Y-T-D ACTUAL	REMAINING BUDGET	% USED
***TOTAL EXPENDITURES	2,583,261.48	40,778,635	2,583,261.48	38,195,373.52	6.33 %
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<225,062.12>	<1,796,024>	<225,062.12>	<1,570,961.88>	12.53-%

844, 999

For the One Month Ending July 31, 2016

DESCRIPTION	PERSONAL SERVICES	OPERATING	CAPITAL OUTLAY	DEBT/OTHER COSTS	TOTAL EXPENSES	ORIGINAL BUDGET	% USED
2016							
100 PUBLIC SAFETY							
110 Police Administratio	324,988	38,508	56,416	0	419,912	5,151,979	8.15 %
113 Police Dispatch	68,075	31,731	0	0	99,806	1,167,646	8.55 %
140 Fire Protection	202,291	4,606	0	0	206,897	2,724,572	7.59 %
141 Fire Training Divisi	9,537	0	0	0	9,537	134,728	7.08 %
142 Fire Prevention Bure	0	0	0	0	0	4,500	.00 %
170 Civil Defense	0	4,899	0	0	4,899	29,580	16.56 %
180 Flood Control	0	40,914	0	0	40,914	50,394	81.19 %
240 Animal Control	0	8,333	0	0	8,333	50,000	16.67 %
100 PUBLIC SAFETY	604,891	128,991	56,416	0	790,298	9,313,399	8.49 %
200 PUBLIC WORKS							
120 Traffic Safety	13,431	16,990	0	0	30,421	254,168	11.97 %
160 Street Lighting	2,116	1,240	0	0	3,356	231,201	1.45 %
540 Solid Waste	0	0	0	0	0	114,063	.00 %
710 Street Maintenance	71,641	218,437	77	0	290,155	2,530,435	11.47 %
711 Street Cleaning	0	0	0	0	0	7,500	.00 %
712 Snow Removal	0	0	0	0	0	250,524	.00 %
740 Sidewalks	0	0	0	0	0	55,000	.00 %
750 Street Construction	0	0	0	0	0	791,000	.00 %
760 Engineering	31,208	10,171	507	0	41,886	560,904	7.47 %
770 Airport	0	3,636	0	0	3,636	81,336	4.47 %
790 Parking System	2,693	50	0	0	2,743	39,462	6.95 %
200 PUBLIC WORKS	121,089	250,524	584	0	372,197	4,915,593	7.57 %
300 HEALTH AND SOCIAL SER							
210 Community Health	21,152	65,076	0	0	86,228	1,181,278	7.30 %
480 Senior Citizens Prog	0	3,781	0	0	3,781	58,116	6.51 %
550 Electrical Inspectio	6,464	0	0	0	6,464	76,608	8.44 %
560 Building Inspection	13,837	411	0	0	14,248	185,889	7.66 %
561 Rental Inspection	7,664	81	0	0	7,745	106,208	7.29 %
581 Nuisance Cleanup	0	1,074	0	0	1,074	43,600	2.46 %
300 HEALTH AND SOCIAL SER	49,117	70,423	0	0	119,540	1,651,699	7.24 %
400 CULTURE AND RECREATIO							
310 Library	58,816	14,972	11,572	60	85,420	1,318,222	6.48 %
330 City Band	0	267	0	0	267	9,672	2.76 %
340 Fisher Community Cen	0	12,793	0	0	12,793	76,760	16.67 %
410 Parks	40,695	29,388	0	0	70,083	990,025	7.08 %
420 Recreation	3,483	6,622	0	0	10,105	93,645	10.79 %
421 Playgrounds/School	25,685	3,332	0	0	29,017	178,628	16.24 %
440 Swimming Pools	5,542	37,096	0	0	42,638	212,441	20.07 %
451 Coliseum	744	791	0	0	1,535	44,338	3.46 %
460 Convention & Tourism	0	0	0	0	0	345,050	.00 %
545 Cable TV	0	0	0	0	0	51,630	.00 %

CITY OF MARSHALLTOWN
BUDGET REPORT BY PROGRAM/DEPARTMENT
EXCLUDES NON-BUDGETED FUNDS 681-686, 801
844, 999
For the One Month Ending July 31, 2016

	DESCRIPTION	PERSONAL SERVICES	OPERATING	CAPITAL OUTLAY	DEBT/OTHER COSTS	TOTAL EXPENSES	ORIGINAL BUDGET	% USED
400	CULTURE AND RECREATIO							
400	CULTURE AND RECREATIO	134,965	105,261	11,572	60	251,858	3,320,411	7.59 %
580	Community Beautifica	352	671	0	0	1,023	20,326	5.03 %
581	Nuisance Cleanup	0	3,000	0	0	3,000	250,000	1.20 %
660	Economic Development	0	50,200	0	0	50,200	89,000	56.40 %
690	Housing	13,453	104,431	0	0	117,884	1,303,009	9.05 %
715	Tree Removal/Maint	522	0	0	0	522	0	.00 %
870	Planning & Zoning	4,317	475	0	0	4,792	73,415	6.53 %
500	COMMUNITY AND ECONOMI	18,644	158,777	0	0	177,421	1,735,750	10.22 %
600	GENERAL GOVERNMENT							
810	City Council	1,779	0	0	0	1,779	25,451	6.99 %
820	Technical Services	7,190	130	0	0	7,320	101,022	7.25 %
830	Mayor	637	35	0	0	672	13,875	4.84 %
831	City Administrator	9,569	535	0	0	10,104	127,972	7.90 %
840	City Clerk	8,091	9,990	0	0	18,081	138,702	13.04 %
850	Finance	31,887	7,284	55,445	0	94,616	801,086	11.81 %
860	Legal	0	5,653	0	0	5,653	116,000	4.87 %
880	City Hall	1,100	5,238	0	0	6,338	98,601	6.43 %
881	Carnegie Building	0	0	0	0	0	15,000	.00 %
889	Elections	0	0	0	0	0	8,900	.00 %
890	General Government	0	491	0	142	633	169,321	.37 %
891	Data Processing	0	8,185	0	0	8,185	221,695	3.69 %
600	GENERAL GOVERNMENT	60,253	37,541	55,445	142	153,381	1,837,625	8.35 %
700	BUSINESS TYPE							
180	Flood Control	0	0	0	0	0	2,205,000	.00 %
430	Pool Concessions	5,377	5,921	0	0	11,298	41,677	27.11 %
520	Sewage Treatment	91,298	73,471	11,795	8,867	185,431	6,416,631	2.89 %
531	Storm Sewer - WPCP	19,030	5,951	0	0	24,981	725,266	3.44 %
532	Dike Maintenance	988	2,147	0	0	3,135	24,952	12.56 %
540	Solid Waste	5,174	71	0	0	5,245	80,089	6.55 %
590	Sanitary Sewers	25,008	5,948	0	0	30,956	2,386,940	1.30 %
780	Bus	32,063	5,436	0	0	37,499	706,814	5.31 %
700	BUSINESS TYPE	178,938	98,945	11,795	8,867	298,545	12,587,369	2.37 %
800	DEBT SERVICE							
990	Intragovernmental Se	0	0	0	0	0	3,091,413	.00 %
800	DEBT SERVICE	0	0	0	0	0	3,091,413	.00 %
900	CAPITAL PROJECTS							

844, 999

For the One Month Ending July 31, 2016

	DESCRIPTION	PERSONAL SERVICES	OPERATING	CAPITAL OUTLAY	DEBT/OTHER COSTS	TOTAL EXPENSES	ORIGINAL BUDGET	% USED
410	Parks	0	17,208	0	0	17,208	377,176	4.56 %
530	Storm Sewer - Engine	0	102,533	0	0	102,533	550,000	18.64 %
580	Community Beautifica	0	0	0	0	0	3,000	.00 %
710	Street Maintenance	0	234	0	0	234	0	.00 %
740	Sidewalks	0	0	0	0	0	50,000	.00 %
750	Street Construction	0	285,988	0	0	285,988	1,287,000	22.22 %
770	Airport	0	14,060	0	0	14,060	58,200	24.16 %
900	CAPITAL PROJECTS	0	420,023	0	0	420,023	2,325,376	18.06 %
2016		1,167,897	1,270,485	135,812	9,069	2,583,263	40,778,635	6.33 %

For the Period Ending July 31, 2016

DESCRIPTION	REVENUE	EXPENSES
101 - GENERAL	368,415	1,132,471
150 - CAPITAL RESERVE FUND	10	124,547
151 - CASH FLOW RESERVE FUND	992	0
152 - COLISEUM ACTIVITY	799	1,536
153 - BLDG MAINT FUND	142	0
201 - GRANTS FRM STATE AGENCY	1	0
204 - HERSHEY RECREATION	2	40
205 - EMERGENCY FUND	1,923	0
206 - ROAD USE TAX	256,415	59,567
218 - COPS FAST GRANT	0	3,633
219 - DEPT OF JUSTICE GRANTS	9,655	1,013
220 - POLICE UNDESGNTD GRANTS	180	9,613
221 - EMPLOYEE BENEFIT FUND	2,467	0
223 - POLICE/FIRE RETIREMENT	10,523	0
230 - POLICE DONATION FUND	562	40
233 - SOFTBALL ASSOCIATION	10,391	6,390
235 - FIRE DEPT DONATION FUND	1	0
236 - M'TOWN TENNIS ASSOC	0	0
238 - CITY TORT LIABILITY	1,085	520
240 - FIRE DEPT GRANTS	0	0
242 - LIBRARY DONATION FUND	17	5,025
246 - SEIZED ASSETS FUND	23	0
247 - P & R DONATION FUND	4,332	223
248 - ECONOMIC DEVELOPMENT	15	0
249 - SUBDIVIDER ESCROW	3	0
250 - TAX INCREMNT FINANCING	11,755	50,000
271 - HOUSING GRANTS	11	460
276 - LEAD GRANT #4	0	0
277 - HUD EDI GRANTS	0	200
278 - LOW RENT VOUCHER PROGRM	123,234	117,208
281 - CDBG NSP HSNG	0	676
282 - HUD LEAD MATCH	0	0
283 - LEAD GRANT #5	7,686	85,768
290 - E911 SURCHARGE	100,113	31,919
291 - LOCAL OPTION SALES TAX	578,506	143,447
311 - GO BONDS DEBT FUND	25,257	0
401 - BIKE PATH - PHASE II	52,278	17,208
416 - FEDERAL STREET GRANTS	0	0
417 - RISE STREET GRANTS	0	0
450 - CIP COLLECTION FUND	4,644	0
460 - AIRPORT PROJECT	3,761	14,060
462 - SPEC ASSMNT PROJECTS	2,191	0
471 - POLICE AND FIRE BUILD	0	0
473 - 2014 GO BONDS	291	234
477 - TREES FOREVER PROJECT	1	0
478 - 2015 GO BONDS	40,776	192,923
479 - 2016 GO BONDS	0	8
484 - 2013 BOND PROJECTS	0	0
489 - CAPITAL STREET PROJECTS	0	0
490 - GO BOND CAPITAL PRJS	0	0
491 - TIF DISTRICT II CAP PRJ	0	285,988

For the Period Ending July 31, 2016

DESCRIPTION	REVENUE	EXPENSES
492 - TIF DISTRICT 3 CAP PRJS	2	0
494 - PUBLIC WORKS FACILITY	0	0
510 - STORM SEWER	84,294	28,104
511 - STORM SEWER BONDS	59,300	11
520 - WPCP OPERATING FUND	0	216,242
521 - WPCP REVENUE FUND	553,104	0
522 - WPCP SEW REV FUND	73	0
526 - WPCP CAP IMPR RESERVE	310	0
527 - WPCP PLANT IMPR	0	0
528 - SANITARY SEWER REHAB	2	145
529 - SEWER NEW CONSTRUCTION	6,400	0
530 - COMPOSTING	6,736	5,246
540 - P&R CONCESSIONS	11,944	11,298
550 - TRANSIT OPERATING	17,574	37,499
681 - OCCUP INSUR ESCROW	33	5,675
684 - GRP HEALTH INS ESCROW	227,448	248,051
686 - W.C. DEDUCTIBLE	12	0
801 - POLICE PENSION	0	1,532
844 - SALES TAX	0	0
870 - SURETY BONDS/DEPOSITS	0	0
871 - IA STATE SLEUTH	0	0
991 - CAPITAL ASSET FUND	0	0
999 - PAYROLL LIABILITY ACCTS	0	0
GRAND TOTAL	2,585,689.00	2,838,520.00

COUNCIL PROCEEDINGS

October 24, 2016

The Marshalltown City Council met in regular session on October 24, 2016, at 5:30 PM, in the Council Chambers at City Hall. Mayor Lowrance called the meeting to order and led the Pledge of Allegiance. Condolences were made to the families of John Cooper and Bill Egleston. Police Reserve officer Jerrod Leffler received his certificate and both Chief Tupper and Library Director Rosenblum were recognized for five years of service. Spohnheimer was thanked for her pivotal role in the City's receiving the APA Chapter Award for Downtown Planning. Present: Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin. Schubert moved to approve the agenda, second by Greer. Motion approved 7-0.

CONSENT AGENDA:

Greer moved to approve the Consent Agenda: Approve Council meeting Minutes of October 10, 2016, and special council meeting minutes of October 11, 2016; Receive Building Report for September, 2016; Approve Bill List in the amount of \$1,669,496.08; Appoint Kurt Lynch to the Housing Appeal Board, indefinite appointment. Appoint Gary McKibben to the Investment Advisory Board, term expires 4/1/2019. Appoint Marla Grabenbauer to the Solid Waste Commission, term expires 3/1/2018; Renewal liquor licenses: Haley's Deli BBQ and Catering; Tacos y Mariscos Maravilla; second by Wirin. Consent agenda adopted 7-0.

REPORT:

Police and Fire Building progress update was presented by Interim City Administrator Mark Stevens, relaying the project is moving forward, anticipating a recommendation to the council on November 14 regarding a construction manager firm. Phase 1 financing and property acquisition is underway.

MOTION:

Greer moved to approve the July financial report, second by Wirin. Motion carried 7-0.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open regarding the development agreement with Hawkeye Hotels, LLC, relating to Urban Renewal Area No. 3. Tom Deimerly, Executive Director of MEDIC reviewed the development agreement and was present to answer questions. Lamer expressed concern over helping this developer. Deimerly explained tax incentives were made available to Mr. Bennett, which indirectly supported existing development. Construction of the ninety-three hotel will begin in a few months. Two written comments were received, one for and one against the proposal, disclosed at the prior public hearing on the plan amendment. There were no additional written comments. There were no public comments. Mayor Lowrance declared the public hearing closed.

Greer moved to adopt Resolution 2016-210 .Approving development agreement with Hawkeye Hotels, LLC, authorizing tax increment payments and pledging certain tax increment revenues to the payment of the agreement, in an amount not to exceed \$1,000,000, second by Wirin. Resolution adopted 6-1, Lamer dissenting.

Lamer moved to adopt Resolution 2016-211 Awarding Sale of Bonds, Series 2016B, \$4,870,000 General Obligation Municipal Building Bonds, relating to paying the cost of constructing, furnishing and equipping a facility for the joint use of the municipal police and fire departments to Cantor Fitzgerald & Co., Memphis, Tennessee, second by Greer. A true interest rate of 1.721% is a better rate than expected. The par amount of the Bonds was downsized to \$4,780,000 due to the 1.2% par premium, so the city can preserve the bank qualification status. The bonds will be paid back within 15 years. Resolution adopted 7-0.

Wirin moved to adopt Resolution 2016-212 Approving Architect Services Agreement with Prochaska & Associates, for the Joint Police-Fire Station Project, second by Greer. Resolution adopted 7-0.

Greer moved to adopt Tentative Resolution 2016-213 Providing for the Conveyance and Transfer of Title to the Property described to Interstate Power and Light Company, public hearing set for November 14, 2016, second by Schubert. Resolution adopted 7-0.

COUNCIL PROCEEDINGS

October 24, 2016

Greer moved to adopt Resolution 2016-214 Accepting Bid and Authorizing the Purchase of one 2016 Dodge Journey SXT AWD vehicle for use in the Police Department as a Detective Vehicle, from Ken Wise Chrysler, \$19,676, including trade in of 2007 Ford Freestyle, second by Schubert. Resolution adopted 7-0.

Wirin moved to adopt Resolution 2016-215 Declaring Surplus, 1991 Orion Bus VIN 2B1249874M6005583, second by Greer. Resolution adopted 7-0.

Wirin moved to adopt Resolution 2016-216 Approving Purchase Contract with O'Halloran International for the purchase of a 2017 International 7400 SFA 4x2 dump truck with snow plow attachments, \$136,150.00, second by Schubert. Resolution adopted 7-0.

Wirin moved to adopt Resolution 2016-217 Approving Snyder & Associates, Inc., Engineering Services Amendment No 1 for the Iowa River Trail Phase 1 project 41016001A, \$88,836.00, second by Greer. Resolution adopted 7-0.

Martin moved to adopt Resolution 2016-218 Adopting the Marshall County Multi-Jurisdictional Hazard Mitigation Plan, second by Schubert. Resolution adopted 7-0.

Greer moved to adopt Resolution 2016-219 Authorizing Grant Submission and Acceptance, if awarded, to Martha-Ellen Tye Foundation and Marshalltown Community Foundation for upgrade of the Mega 10 Park for playground equipment and gardens, second by Schubert. Resolution adopted 7-0.

Greer moved to adopt Resolution 2016-220 Agreement with AEA6 Foundation regarding rental of Pleasant Hill Pool for Parks & Recreation Programming, second by Gowdy. Resolution adopted 7-0.

DISCUSSION

Martin moved to table the discussion regarding conversion of Linn Street and Church Street to two way traffic to the November 14 council meeting, second by Schubert. Public Works Director Nickel explained the city is eligible to apply for a 55% reimbursable grant from the DOT, with about six months lead time required to purchase the necessary lights and other equipment, estimated cost of the equipment is \$50,000. The council would like input from the public if both streets should be changed to two way traffic, or if a portion should remain one way. Motion carried 6-1, Greer dissenting.

ADJOURNMENT

The meeting adjourned at 6:26 PM.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

James L. Lowrance, Mayor

Shari L. Coughenour, CMC, City Clerk



COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET

October 24, 2016, at 5:30 PM

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

CALL TO ORDER: Mayor James L. Lowrance

PLEDGE OF ALLEGIANCE:

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

MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS:

Reserve Police Officer Certificate: Jerrod Leffler

Years of Service

5 Years: Robb Pippin, Street Department

Sarah Rosenblum, Library Director

Michael Tupper, Police Chief

APPROVAL OF AGENDA:

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

1. Approve Council meeting Minutes of October 10, 2016, and special council meeting minutes of October 11, 2016.
2. Receive Building Report for September, 2016.
3. Approve Bill List in the amount of \$1,669,496.08
4. Appoint Kurt Lynch to the Housing Appeal Board, indefinite appointment. Appoint Gary McKibben to the Investment Advisory Board, term expires 4/1/2019. Appoint Marla Grabenbauer to the Solid Waste Commission, term expires 3/1/2018.
5. Renewal liquor licenses: Haley's Deli BBQ and Catering; Tacos y Mariscos Maravilla.

(end of consent agenda items)

REPORT:

6. Police and Fire Building progress update

MOTION:

7. Approve July Financial Report

RESOLUTIONS:

8. Urban Renewal Area No. 3 – Hawkeye Hotels, LLC development agreement
 - a) **PUBLIC HEARING** – on development agreement
 - b) Resolution 2016-210 .Approving development agreement with Hawkeye Hotels, LLC, authorizing tax increment payments and pledging certain tax increment revenues to the payment of the agreement, in an amount not to exceed \$1,000,000.

Visit www.ci.marshalltown.ia.us

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

Marshalltown



2012

9. Resolution 2016-211 Awarding Sale of Bonds, Series 2016B, \$4,870,000 General Obligation Municipal Building Bonds, relating to paying the cost of constructing, furnishing and equipping a facility for the joint use of the municipal police and fire departments.
10. Resolution 2016-212 Approving Architect Services Agreement with Prochaska & Associates, for the Joint Police-Fire Station Project.
11. Tentative Resolution 2016-213 Providing for the Conveyance and Transfer of Title to the Property described to Interstate Power and Light Company. Public Hearing set for November 14, 2016.
12. Resolution 2016-214 Accepting Bid and Authorizing the Purchase of one 2016 Dodge Journey SXT AWD vehicle for use in the Police Department as a Detective Vehicle, from Ken Wise Chrysler, \$19,676, including trade in of 2007 Ford Freestyle.
13. Resolution 2016-215 Declaring Surplus, 1991 Orion Bus VIN 2B1249874M6005583
14. Resolution 2016-216 Approving Purchase Contract with O'Halloran International for the purchase of a 2017 International 7400 SFA 4x2 dump truck with snow plow attachments, \$136,150.00.
15. Resolution 2016-217 Approving Snyder & Associates, Inc., Engineering Services Amendment No 1 for the Iowa River Trail Phase 1 project 41016001A, \$88,836.00.
16. Resolution 2016-218 Adopting the Marshall County Multi-Jurisdictional Hazard Mitigation Plan
17. Resolution 2016-219 Authorizing Grant Submission and Acceptance, if awarded, to Martha-Ellen Tye Foundation and Marshalltown Community Foundation for upgrade of the Mega 10 Park for playground equipment and gardens.
18. Resolution 2016-220 Agreement with AEA6 Foundation regarding rental of Pleasant Hill Pool for Parks & Recreation Programming.

DISCUSSION:

1. Conversion of Linn Street and Church Street to two way traffic

PUBLIC COMMENT:

ADJOURNMENT:

Visit www.ci.marshalltown.ia.us

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



COUNCIL PROCEEDINGS

October 10, 2016

1

The Marshalltown City Council met in regular session on October 10, 2016, at 5:30 PM, in the Council Chambers at City Hall. Mayor Lowrance called the meeting to order and led the Pledge of Allegiance. Detective Brian Siegert received the "Outstanding Crime Fighter Award" from the Crime Stoppers for his vigilance in solving a crime against a young child. Present: Gowdy, Greer, Hoop, Martin, Schubert, Wirin. Absent: Lamer. Schubert moved to approve the agenda, second by Greer. Motion approved 6-0.

CONSENT AGENDA:

Greer moved to approve the Consent Agenda: Approve Council meeting Minutes of September 26, 2016; Approve Bill List in the amount of \$1,814,868.08; Receipt of List of Purchases and Vertical Public Improvements between \$10,000 and \$35,000 approved by City Administrator: Aquatic Center water heater, Tuttle Plumbing & Heating, \$16,210.49, paid for by Capital Improvement funds; Renewal liquor licenses: Casey's General Store #1441; second by Wirin. Consent agenda adopted 6-0.

MOTION:

Schubert moved to approve cigarette permit and new liquor license, East Side Market, 1116 E Nevada Street, second by Martin. Motion carried 6-0.

Wirin moved to reject bids for VoIP, second by Gowdy. Motion carried 6-0.

Schubert moved to hold the 2nd meeting in December at noon, on Tuesday, December 27. Christmas falls on Sunday, the Holiday is observed on Monday, second by Gowdy. Motion carried 6-0.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open regarding the plan amendment to Urban Renewal Area No. 3, relating to the Hawkeye Subdivision. Tom Deimerly, Executive Director of MEDIC reviewed the proposed improvements. A taxing body consultation was held with no objections to the amendment. Two written comments were received, one for and one against the proposal. There were no public comments. Mayor Lowrance declared the public hearing closed.

Schubert moved to adopt two Resolutions, Resolution 2016-202 Approving 2016 Urban Renewal Plan Amendment for the Marshalltown Urban Renewal Area No. 3, Resolution 2016-203 Setting hearing date on proposed development agreement with Hawkeye Hotels, LLC, including economic development payments in an amount not to exceed \$1,000,000. Hearing date: October 24, 2016, second by Greer. Resolutions adopted 6-0.

Greer moved to adopt Resolution 2016-204 Setting Date for Sale of \$4,870,000 General Obligation Municipal Building Bonds, Series 2016B, and approving preliminary official statement, relating to paying the cost of constructing, furnishing and equipping a facility for the joint use of the municipal police and fire departments, bids due at 11:00 am October 24, 2016, second by Hoop. Resolution adopted 6-0.

Wirin moved to adopt two Resolutions relating to the Hangar Floor Replacement Phase 1 Project 77013010, with Gruss Construction, LLC, Resolution 2016-205 Approving Contract Change Order #1, deduct of \$2,353.47 and Resolution 2016-206 Approving Certificate of Completion and Final Project Costs with Gruss Construction, LLC \$75,115.03 second by Greer. Resolutions adopted 6-0.

Martin moved to adopt Resolution 2016-207 Approving Contract Change Order #1, 2016 Asphalt Crack Seal Project 76016007, DENCO Highway Construction Corp., deduct of \$11,973.60, second by Greer. Resolution adopted 6-0.

Greer moved to adopt Resolution 2016-208 Approving Agreement Amendment No. 2 with Stanley Consultants, Inc., for Engineering Services for Storm Water Utility Rate Study, Project 29112011, \$15,940.00, second by Martin. Resolution adopted 6-0.

Schubert moved to adopt Resolution 2016-209 Approving Purchase of 800 MHz Harris Portable and Mobile Radios for Marshalltown Fire Department, \$125,646, funded 50% by State of Iowa Grant. Matching funds funded by capital improvement plan, second by Greer. Resolution adopted 6-0.

COUNCIL PROCEEDINGS

October 10, 2016

ORDINANCES:

PUBLIC HEARING

Mayor Lowrance declared the public hearing open regarding the storm water utility rate change. The rate will increase through June 30, 2017, to support expenses of planned storm water projects. There were no public or written comments. Mayor Lowrance declared the public hearing closed.

Greer moved to adopt the third reading of and Ordinance 14952 to Amend City Code Section 28-125 Rate Structure and Storm Water Rate, second by Hoop. Third reading and Ordinance adopted 6-0.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open regarding the levy of taxes relating to the Marshalltown Urban Renewal Area No. 5. There were no public or written comments. Mayor Lowrance declared the public hearing closed.

Gowdy moved to adopt the third reading of and of Ordinance Providing for the Division of Taxes Levied on Taxable Property in the Marshalltown Urban Renewal Area No. 5, Pursuant to Section 403.19 of the Code of Iowa, setting public hearing for October 10, 2016, second by Greer. Relating to Eagle View at Wandering Creek. Third reading and Ordinance adopted 6-0.

ADJOURNMENT

The meeting adjourned at 6:15 PM.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

James L. Lowrance, Mayor

Shari L. Coughenour, CMC, City Clerk

Council Proceedings
Special Council Meeting
October 11, 2016

A Special meeting of the Marshalltown City Council was convened on October 11, 2016, at 1:00 pm, in the Council Chambers at City Hall, according to posted notices. Mayor Lowrance called the meeting to order. ROLL CALL: Present – Gowdy, Greer, Hoop, Martin, Schubert, Wirin. Absent: Lamer.

The council received information from Deb Mathias, Senior Environment Engineer with Stanley Consultants, regarding the study of the city's storm water utility. The purpose of the utility rate study is to determine the best way to allocate costs of the utility to the users of the utility. The current rate is based on a tier system tied to the number of square feet of impervious surface. A measurement of all parcel's impervious surface area was completed in 2012. The council discussed an alternate assessment method, using "ERU" (equivalent residential unit) of 2800 sq. ft. per residential parcel. It was determined 2800 sq. ft. was the average size of impervious area for residential parcels in the City of Marshalltown based on the information collected in 2012. The council also discussed the necessity of the planned storm water projects. The council directed staff to draft a storm water utility rate ordinance based on equivalent residential units, for council consideration, and to explore reallocation of fees in the existing rate structure to meet the expense needs.

Meeting adjourned at 2:25 pm.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, City Clerk

BUILDING REPORT FOR THE MONTH OF SEPTEMBER 2016



PERMIT NUMBER	OWNER OF IMPROVEMENT	LOCATION OF IMPROVEMENT	TYPE OF IMPROVEMENT	NEW DWELLING	ALTER DWELLING	MINOR BUILDING	MISC. IMPROVEMENT	FEE
24244	John Winters	1303 Fairway Drive	New Garage			\$13,000		\$223
24245	Gethmann Investment Co.	2605 S. Center St.	Alter Building				\$225,000	\$1,744
24246	Traci Weuve	231 North 13th Street	Alter Building				\$10,000	\$181
24247	Robert Perisho	1703 West Main Street	Alter Dwelling		\$4,000			\$97
24248	Teamwork-1, LLC	2436 233rd Street	New Building				\$23,000	\$363
24249	Doris McCarty	207 1/2 N. 10th St.	Alter Dwelling		\$9,000			\$167
24250	Dickie Medhaug	704 South 6th Street	New Garage			\$18,000		\$293
24251	Mark Hunnicut	401 Terry Terrace	Alter Dwelling		\$12,000			\$209
24252	Clayton Jensen	207 Rainbow Drive	New Shed			\$3,000		\$83
24253	Peter Cho	113 Nicholas Drive	Alter Building				\$170,000	\$1,414
24254	Red Earth Real Estate Holdings	806 May Street	Demolish Dwelling					\$25
24255	Regional REO Assets LLC	512 East Main Street	Demolish Dwelling					Fee Waived
24256	Gary Nymeyer	412 East State Street	Demolish Dwelling					Fee Waived
24257	Kesterson Realty Co.	108 North 7th Avenue	Demolish Dwelling					Fee Waived
24258	Kimball McGary	612 Bromley Street	Demolish Dwelling					Fee Waived
24259	Marcella Dominguez	708 Lee Street	Demolish Dwelling					Fee Waived
24260	Woodlands Construction Co.	806 May Street	New Dwelling	\$73,000				\$805
24261	Woodlands Construction Co.	806 May Street	New Garage			\$5,000		\$111
24262	Glenwood Place LLC	2907 South 6th Street	Foundation Permit				\$8,000	\$153
24263	Sherry Sanderson	506 North 15th Street	New Shed			\$4,000		\$97
24264	Felipe Cano	101 South 12th Street	Alter Dwelling		\$6,000			\$125
24265	Ghulam Sabir	229 North 13th Street	Alter Building				\$25,000	\$392
24266	Diane Kopel	509 Newport Road	New Shed			\$4,000		\$97
24267	Orton Homes	2915 Jackie Terrace	New Dwelling/Garage	\$221,000				\$1,720
24268	William Lynch	506 Brentwood Road	New Shed			\$3,000		\$83
24269	Donald Baile	215 Edgeland Drive	New Garage		\$5,000	\$25,000		\$392
24270	David Mattox	1713 South 5th Street	Alter Dwelling					\$111
24271	Ramon Rodriguez	604 East State Street	Demolish Dwelling					\$25
24272	Glenwood Place LLC	2907 South 6th Street	Foundation Permit				\$380,000	\$2,674
24273	DHN Investments LLC	103 South 8th Avenue	Demolish Building					\$25
TOTALS:				\$294,000	\$36,000	\$75,000	\$841,000	\$11,609
TOTAL IMPROVEMENT AMOUNT:				\$1,246,000				
# OF PERMITS:				Units	Permits	Permits	Permits	Demo Permits
				2	2	5	8	7

Scott A. Riemenschneider, Chief Building Official



Marshalltown

Building Division Improvement Value & Fee Summary - Sept. 2016

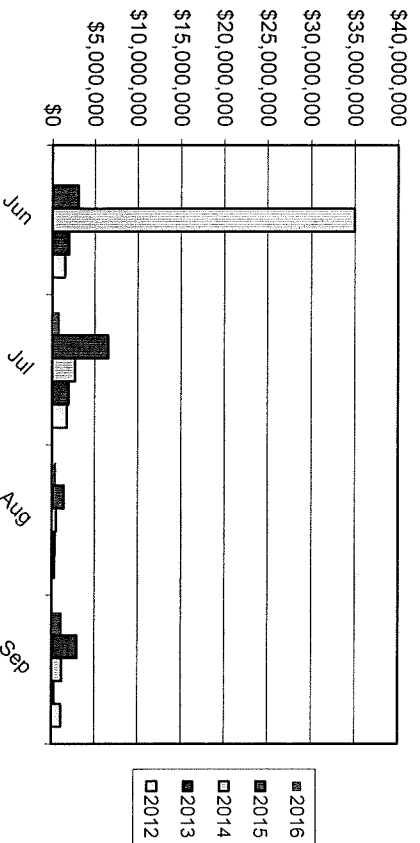
Total Improvement Value Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2016	\$479,000	\$1,034,000	\$2,977,000	\$1,699,000	\$2,257,000	\$113,000	\$945,000	\$555,000	\$1,246,000				\$11,305,000
2015	\$0	\$57,000	\$941,000	\$3,671,000	\$1,516,000	\$3,067,000	\$6,572,000	\$1,391,000	\$2,944,000				\$20,159,000
2014	\$311,000	\$206,000	\$4,457,000	\$4,101,000	\$25,076,000	\$35,000,000	\$2,712,000	\$470,000	\$1,203,000				\$73,536,000
2013	\$1,470,000	\$101,000	\$953,000	\$2,413,000	\$91,000	\$1,952,000	\$1,922,000	\$373,000	\$308,000				\$9,583,000
2012	\$489,000	\$449,000	\$178,000	\$292,000	\$1,105,000	\$1,500,000	\$1,732,000	\$316,000	\$1,091,000				\$7,152,000

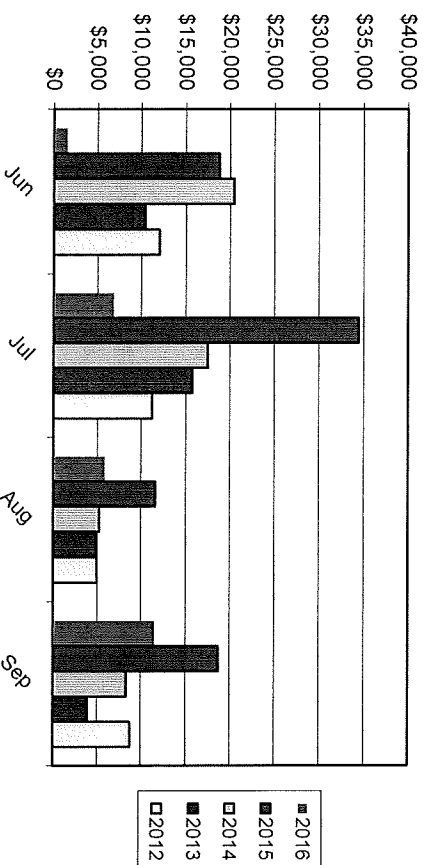
Total Fees Received Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2016	\$3,860	\$7,490	\$18,014	\$12,229	\$16,500	\$1,553	\$6,946	\$5,912	\$11,609				\$84,113
2015	\$0	\$762	\$8,610	\$24,464	\$12,214	\$18,787	\$34,441	\$11,625	\$18,742				\$129,645
2014	\$2,414	\$1,980	\$21,811	\$22,054	\$106,382	\$20,451	\$17,496	\$5,278	\$8,360				\$206,226
2013	\$9,824	\$1,416	\$7,030	\$15,486	\$1,408	\$10,443	\$15,753	\$4,939	\$3,882				\$70,181
2012	\$4,789	\$4,470	\$2,640	\$4,259	\$7,811	\$12,060	\$11,267	\$4,962	\$8,788				\$61,046

Total Improvement Value Comparison



Total Fees Received Comparison



Board and Commission Roster

Housing Appeals Board

Department: Housing

Dept. Phone: (641) 754-5756

- The Housing Appeals Board shall consist of one (1) Iowa licensed realtor; one (1) Iowa registered architect or engineer; one (1) contractor experienced in remodeling; one (1) lending institution representative; two (2) representatives of the general public, one (1) of whom shall be a landlord. Each board member shall have had at least five (5) years' experience in his or her respective field. Six members. Members appointed by the Mayor serve for an indefinite period of time.

<u>Term End</u> <u>Date</u>	<u>Member Contact Information</u>		
Indefinite	Chris Brodin 2008 S 3rd Avenue Place Marshalltown, IA 50158	(641) 753-6538 (641) 754-5678	chrisbrodin@gmail.com <i>Iowa Licensed Realtor</i> Appointed: 9/26/2016
Indefinite	Beverly Espenscheid 2288 180th Street Marshalltown, IA 50158	(641) 328-1038 (641) 751-5600	bespenscheid@wintrustmortgage.com <i>Lending Institution Rep</i> Appointed: 9/26/2016
Indefinite	Tina Eubanks 2630 300th St Marshalltown, IA 50158	(641) 753-4715 (641) 485-1502	managemarshalltown@ymail.com <i>Landlord Rep</i> Appointed: 9/26/2016
Indefinite	Kurt Lynch Marshalltown, IA 50158	(641) 750-1186	kurt.lynch@mchsi.com <i>replaces K Bryngelson</i> Appointed: 10/24/2016
Indefinite	David G. Schulze 306 S 17th Avenue Marshalltown, IA 50158	(641) 751-9910 (641) 752-3930	schulzedd@teamtsp.com <i>Architect Rep</i> Appointed: 9/26/2016
Indefinite	Karen Shipley Cooper 205 Meadow Lane Marshalltown, IA 50158	(641) 752-6983	ship1@adiis.net <i>General Public Rep</i> Appointed: 9/26/2016

State of Iowa gender equality statistics

Males - Count / %	3	50.00%
Females - Count / %	3	50.00%
Total Members	6	



Board and Commission Roster

Investment Advisory Board

Department: Finance

Dept. Phone: (641) 754-5760

Three members meet quarterly to review investment activity of the City to ensure compliance with State and City investment policy.

<u>Term End</u> <u>Date</u>	<u>Member Contact Information</u>		
4/1/2020	Norman Bach 305 Thunderbird Drive Marshalltown, IA 50158	(641) 753-8401 (641) 752-2525	norm.bach@fsb-iowa.com Appointed: 4/25/2016
4/1/2018	Sarah Hesmer 2003 Timberline Road Marshalltown, IA 50158	(641) 753-9006 (641) 754-5619	sahesmer@mchsi.com Appointed: 4/25/2016
4/1/2019	Gary McKibben Marshalltown, IA 50158		Need email <i>replaces K Rezac</i> Appointed: 10/24/2016

State of Iowa gender equality statistics

Males - Count / %	2	66.67%
Females - Count / %	1	33.33%
Total Members	3	



Board and Commission Roster

Solid Waste Commission

Department: Mayor

Dept. Phone: (641) 754-5712

City has two representatives on their board. 28E Agreement.

<u>Term End</u> <u>Date</u>	<u>Member Contact Information</u>		
9/11/2016	Robert Forbes 505 South 13th Street Marshalltown, IA 50158	(641) 753-1357	Need email Appointed:
12/31/2020	Mike Gowdy 404 W Meadow Ln Marshalltown, IA 50158	(641) 751-3708	hawk1_1951@yahoo.com <i>City Council Representative</i> Appointed:
3/1/2018	Marla Grabenbauer 212 Meadow Lane Marshalltown, IA 50158		marlas_212@yahoo.com <i>replaces John Cooper</i> Appointed: 10/24/2016
9/11/2019	Merrill Price 103 Santa Barbara Marshalltown, IA 50158	(641) 753-3631	MPIowa@mchsi.com Appointed: 8/25/2014
12/31/2020	Robert Schubert 701 Lee Street Marshalltown, IA 50158	(641) 753-8959 (641) 751-2406	grumpypappy2003@yahoo.com <i>City Council Representative</i> Appointed:

State of Iowa gender equality statistics

Males - Count / %	3	75.00%
Females - Count / %	1	25.00%
Total Members	4	



James L. Lowrance, Mayor
Mark Stevens, Acting Administrator
Diana Steiner, Finance Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

FINANCE DEPARTMENT

7

October 20, 2016

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

From: Diana Steiner, Finance Director 

Re: July 2016 Monthly Financial Statements

Policy Issue: N/A

Recommendation: Staff recommends approving the July 2016 monthly financial statements.

Background: The Finance Department has prepared and reconciled the July 2016 financial statements for your review. This is the first month of our new fiscal year. A specific review of the general fund (101) shows an ending cash balance of \$260,661.

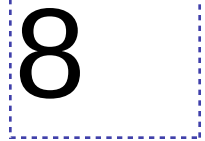
Budget Impact: N/A

Attachment: July 2016 Financial Statements

cc: Mark Stevens, Acting City Administrator

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





RESOLUTION _____

Approving Development Agreement with Hawkeye Hotels, LLC, Authorizing Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

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

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

WHEREAS, an agreement between the City and Hawkeye Hotels, LLC has been prepared (the “Agreement”), pursuant to which the Developer would construct a hotel in the Urban Renewal Area (the “Hawkeye Hotels Project”) and the City would provide tax increment payments in a total amount not exceeding \$1,000,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on October 24, 2016, and has otherwise complied with statutory requirements for the approval of the Agreement; and

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

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

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

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

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

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

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

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

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

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

A CERTAIN PARCEL OF LAND LOCATED WITHIN A CERTAIN PARCEL OF LAND DESCRIBED AS LOT 3 OF THE SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND PARCEL "A" RECORDED IN INSTRUMENT # 2008-00006119 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE N89°57'24"E 135.39' ALONG THE SOUTH LINE OF SAID LOT 3 TO THE POINT OF BEGINNING; THENCE N0°21'50"E 421.75' TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH 2ND STREET; THENCE N89°54'32"E 138.85' ALONG THE SOUTH RIGHT OF WAY OF 2ND STREET; THENCE, SOUTHEASTERLY 42.16' ALONG THE ARC OF A 35.50' RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING OF S56°13'52"E AND A DISTANCE OF 39.73' ALONG SAID SOUTH RIGHT OF

WAY; THENCE, SOUTHEASTERLY 70.39' ALONG THE ARC OF A 59.50' RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING OF S56°17'14"E AND A DISTANCE OF 66.36' ALONG SAID SOUTH RIGHT OF WAY; THENCE S89°37'40"E 59.27' ALONG SAID SOUTH RIGHT OF WAY TO THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE, N89°58'09"E 33.49' ALONG THE NORTH LINE OF SAID PARCEL "A" TO THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE, S0°21'50"W 334.42' ALONG THE EAST LINE OF SAID PARCEL "A" TO THE SOUTHEAST CORNER OF SAID PARCEL "A" ALSO BEING THE NORTH RIGHT OF WAY LINE OF HIGHWAY 30 BYPASS; THENCE S78°41'16"W 34.20' ALONG THE SOUTH LINE OF SAID PARCEL "A" TO THE SOUTHWEST CORNER OF SAID PARCEL "A" ALSO BEING THE NORTH RIGHT OF WAY LINE OF US HIGHWAY 30 BYPASS; THENCE, S78°34'58"W 108.93' ALONG SAID NORTH RIGHT OF WAY LINE; THENCE S89°57'24"W 179.88' ALONG SAID NORTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING CONTAINING 2.86 ACRES, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

(the "Hawkeye Hotels Subfund").

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

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

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

Passed and approved this 24th day of October, 2016.

Mayor

Attest:

City Clerk

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Marshalltown, Iowa (the "City") and Hawkeye Hotels, LLC (the "Developer") as of the 24th day of October, 2016.

WHEREAS, the City has established the Marshalltown Urban Renewal Area No. 3 (the "Urban Renewal Area"), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Developer owns certain real property in the Urban Renewal Area upon which it will construct a hotel facility (the "Project"), which property is described as follows:

A CERTAIN PARCEL OF LAND LOCATED WITHIN A CERTAIN PARCEL OF LAND DESCRIBED AS LOT 3 OF THE SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND PARCEL "A" RECORDED IN INSTRUMENT # 2008-00006119 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE N89°57'24"E 135.39' ALONG THE SOUTH LINE OF SAID LOT 3 TO THE POINT OF BEGINNING; THENCE N0°21'50"E 421.75' TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH 2ND STREET; THENCE N89°54'32"E 138.85' ALONG THE SOUTH RIGHT OF WAY OF 2ND STREET; THENCE, SOUTHEASTERLY 42.16' ALONG THE ARC OF A 35.50' RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING OF S56°13'52"E AND A DISTANCE OF 39.73' ALONG SAID SOUTH RIGHT OF WAY; THENCE, SOUTHEASTERLY 70.39' ALONG THE ARC OF A 59.50' RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING OF S56°17'14"E AND A DISTANCE OF 66.36' ALONG SAID SOUTH RIGHT OF WAY; THENCE S89°37'40"E 59.27' ALONG SAID SOUTH RIGHT OF WAY TO THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE, N89°58'09"E 33.49' ALONG THE NORTH LINE OF SAID PARCEL "A" TO THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE, S0°21'50"W 334.42' ALONG THE EAST LINE OF SAID PARCEL "A" TO THE SOUTHEAST CORNER OF SAID PARCEL "A" ALSO BEING THE NORTH RIGHT OF WAY LINE OF HIGHWAY 30 BYPASS; THENCE S78°41'16"W 34.20' ALONG THE SOUTH LINE OF SAID PARCEL "A" TO THE SOUTHWEST CORNER OF SAID PARCEL "A" ALSO BEING THE NORTH RIGHT OF WAY LINE OF US HIGHWAY 30 BYPASS; THENCE, S78°34'58"W 108.93' ALONG SAID NORTH RIGHT OF WAY LINE; THENCE S89°57'24"W 179.88' ALONG SAID NORTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING CONTAINING 2.86 ACRES, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

(the "Property"); and

WHEREAS, the Developer has requested tax increment financing assistance in recognition of the costs of the Project; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Developer's Covenants

1. The Developer agrees to construct and maintain the Project throughout the term of this Agreement.

2. The Developer agrees to make timely payment of all property taxes as they come due throughout the term of this Agreement and to submit a receipt or cancelled check to the City Clerk in evidence of each such payment.

B. City's Obligations

1. In recognition of the Developer's obligations set out above, and subject to the Developer remaining in compliance with those obligations, the City agrees to make economic development tax increment payments (the "Payments") to the Developer in each fiscal year during the term of this Agreement, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments shall not exceed \$1,000,000.

The Payments will be made on June 1 and December 1 of each fiscal year, beginning on the December 1 following the first receipt by the City of incremental property tax revenues with respect to an increase in the taxable valuation of the Property over the valuation shown on the Marshall County tax rolls as of January 1, 2016 (the "Incremental Property Tax Revenues"), and continuing for a total of fifteen fiscal years, or until such earlier time at which Payments equal to \$1,000,000 have been made. For example, if an increase in incremental valuation added by the Project is shown on the Marshall County tax rolls as of January 1, 2017, the first Payment will be made on December 1, 2018.

Each Payment shall be in an amount which is equal to 66% of the Incremental Property Tax Revenues received by the City with respect to the incremental valuation added by the Project during the six months immediately preceding each Payment date.

Incremental Property Tax Revenues are produced by multiplying the consolidated property tax levy (city, county, school, township, area college) times the incremental valuation added to the Property by the Project, then subtracting (1) debt service levies of all taxing jurisdictions, (2) the school district physical plant and equipment levy, (3) the school district instructional support levy and (4) any other levies which are or may be exempted from such calculation by action of the Iowa General Assembly.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from incremental property taxes received by the City from the Marshall County Treasurer which are attributable to the incremental valuation added to the Property by the Project.

The City agrees to make the required certification to the Marshall County Auditor with respect to the qualification of the Payments as debt payable from incremental property tax revenues under this Agreement.

C. Administrative Provisions

1. This Agreement may not be amended or assigned by either party without the express permission of the other party. However, the City hereby gives its permission that the Developer's rights to receive the economic development tax increment payments hereunder may be assigned by the Developer to a lender, as security, without further action on the part of the City.

2. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Developer have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF MARSHALLTOWN, IOWA

By: _____
Mayor

Attest:

City Clerk

HAWKEYE HOTELS, LLC

By: _____

Name: _____

Title: _____

RESOLUTION NO. _____

9

Awarding Sale of General Obligation Municipal Building Bonds, Series ~~2016B~~

WHEREAS, pursuant to an election held on August 2, 2016, the City of Marshalltown (the "City"), in Marshall County, State of Iowa, has received authority to issue its General Obligation Bonds in an amount not exceeding \$17,500,000, to pay the cost of constructing, furnishing and equipping a facility for the joint use of the municipal police and fire departments; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of General Obligation Municipal Building Bonds, Series 2016B (the "Bonds") were received and canvassed on behalf of the City and the substance of such bids noted in the minutes; and

WHEREAS, upon final consideration of all bids, the City's municipal advisor has determined that the bid of _____ (the "Purchaser"), is the best, such bid proposing the lowest interest cost to the City;

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

Section 1. The bid of the Purchaser referred to in the preamble is hereby accepted, and the Bonds, in the principal amount of \$_____ are hereby awarded to the Purchaser at the price specified in such bid, together with accrued interest.

Section 2. The form of agreement of sale (the "Sale Agreement") of the Bonds to the Purchaser is hereby approved, and the Mayor and City Clerk are hereby authorized to execute the Sale Agreement for and on behalf of the City.

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

Passed and approved October 24, 2016.

Mayor

Attest:

City Clerk

RESOLUTION 2016-
APPROVING ARCHITECTURAL SERVICES
AGREEMENT WITH PROCHASKA & ASSOCIATES for the
JOINT POLICE-FIRE STATION PROJECT

WHEREAS on August 2, 2016, Marshalltown voters approved the question of financing for the proposed Joint Police-Fire Station Project, and the City of Marshalltown is proceeding with this Project, and

WHEREAS an architectural services agreement has been negotiated with Prochaska and Associates that anticipates the use of a construction manager on the Project, and

WHEREAS, the fee for architectural services is within the Project budget and it is recommended by the City Administrator that the agreement be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA that the attached Agreement with Prochaska & Associates for architectural services is approved.

Passed this 24th day of October, 2016, and signed this ____ day of _____, 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



Interstate Power and Light Co.
An Alliant Energy Company

200 First St. SE
Cedar Rapids IA 52401-1409

PO Box 351
52406-0351

www.alliantenergy.com

October 18, 2016

Marshalltown City Council
c/o Justin Nickel, P.E.
Director of Public Works
24 N. Center Street
Marshalltown, Iowa

RE: Upcoming Public Hearing for Alliant Energy's Request to Purchase Land

Dear City Council Members;

In response to our request to purchase land owned by the City of Marshalltown...

- (1) ITC is rebuilding/converting some of the 34.5kV transmission to 69kV and retiring the rest. IPL's substations, including the one servicing JBS (across the road), will be obsolete at that time. Our existing site is not big enough to be rebuilt with upgraded equipment.
- (2) JBS needs the ability to expand its electric capacity to meet future demands.
- (3) This site, which we would like to purchase from Marshalltown, provides the City of Marshalltown and Alliant Energy an opportunity to support growth of an existing as well as future employers in this area of Marshalltown.

We look forward to meeting with you to answer any questions and to address any of your concerns so that we can move forward with this proposal.

Thanks in advance for your assistance and please contact me at 319-786-8167 if you have any questions or concerns prior to our meeting.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Kullander", written over a large, stylized checkmark.

Rick Kullander
Real Estate & Right of Way Representative
Office: 319.786.8167
RichardKullander@alliantenergy.com

Encl.

OFFER AND ACCEPTANCE

TO: **City of Marshalltown**, SELLERS

1. REAL ESTATE DESCRIPTION. The Buyer offers to buy real estate in MARSHALL County, Iowa, described as follows:

See **Legal Description, Exhibit A** attached hereto and made a part hereof
(this offer is subject to survey and is being made at a price of \$10,000/acre exclusive of public right-of-way. The final purchase price could be more or less determined by that survey.):

with any easements and appurtenant servient estates, but subject to the following: a) any zoning and other ordinances; b) any covenants of record; and c) any easements of record for public utilities, roads and highways (the "Real Estate"), provided Buyer, on possession, are permitted to make the following use of the Real Estate: Electric Substation (the "Intended Use")

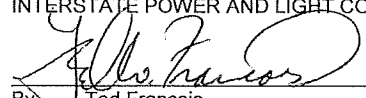
2. PRICE. The purchase price (the "Purchase Price") shall be: **Sixty-Seven Thousand One Hundred Dollars and (\$67,100.00)**, payable at MARSHALL County, Iowa, as follows: (\$5,000.00) EARNEST MONEY TO BE PAID WITHIN 10 BUSINESS DAYS OF ACCEPTANCE BY SELLER AND TO BE HELD BY SELLER UNTIL CLOSING AND THE BALANCE TO BE PAID AT CLOSING.
3. REAL ESTATE TAXES. Sellers shall pay all taxes which are a lien prior to possession and any unpaid real estate taxes payable in prior years. Seller shall pay its prorated share, based upon the date of possession, of the real estate taxes, if any, for the fiscal year commencing July 1 prior to "Closing" (as hereinafter defined), due and payable on the following fiscal year. Buyer shall be given a credit for such proration, if any, at Closing based upon the last known actual net real estate taxes payable according to public records. Buyer shall pay all subsequent real estate taxes.
4. SPECIAL ASSESSMENTS.
- Sellers shall pay all special assessments which are a lien on the Real Estate as of the date of acceptance of this Offer and Acceptance.
 - IF a. IS STRICKEN, then Sellers shall pay all installments of special assessments which are a lien on the Real Estate and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.
 - All other special assessments shall be paid by Buyer.
5. RISK OF LOSS. Risk of loss prior to Seller's delivery of possession and Closing of the Real Estate to Buyer shall remain with the Sellers.
6. CARE AND MAINTENANCE. The Real Estate shall be preserved in its present condition and delivered intact at the time possession is delivered to Buyer. Should loss or destruction of all or any part of the Real Estate or property located thereon occur, Buyer shall have the right to terminate this Offer and Acceptance. If Buyer elects to accept the Real Estate that has been adversely affected by such loss or destruction, Seller shall repair the damage and any proceeds of insurance payable to Seller by reason of damage of Real Estate or property shall be paid to Buyer.
7. POSSESSION AND CLOSING. If Buyer timely performs all obligations, possession and closing of the Real Estate shall be delivered to Buyer on or before **December 30, 2016 (the "Closing")**.
8. FIXTURES. All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates, and landscaping shall be considered a part of Real Estate and included in the sale except: (consider: rental items.) None.
9. USE OF PURCHASE PRICE. At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

10. **ABSTRACT AND TITLE.** Sellers, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of acceptance of this offer, and deliver it to Buyer for examination. It shall show merchantable title in Sellers in conformity with this agreement, Iowa law and Title Standards of the Iowa State Bar Association. The abstract shall become the property of the Buyer when the Purchase Price is paid in full. Sellers shall pay the costs of any additional abstracting and title work due to act or omission of Sellers, including transfers by or the death of Sellers or their assignees. In the event that a subdivision of the Real Estate or other land of which the Real Estate is a part is necessary to effect the Closing, **Interstate Power and Light Company** shall pay for the cost of the extension of the abstract following the recordation of any subdivision plat with the relevant county recorder.
11. **DEED.** Upon payment of Purchase Price, Sellers shall convey the Real Estate to Buyer or the Buyer's assignees, by Warranty Deed, free and clear of all liens, restrictions and encumbrances except as provided in 1.a. through 1.c.
12. **JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.** If the Sellers, immediately preceding acceptance of this Offer and Acceptance, hold the title to the Real Estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the Sellers, then the proceeds of this sale, and any continuing or recaptured rights of Sellers in the Real Estate, shall belong to Sellers as joint tenants with full rights of survivorship and not as tenants in common; and Buyer, in the event of the death of either Seller, agree to pay any balance of the price due Sellers under this Offer and Acceptance to the surviving Seller and to accept a deed from the surviving Seller consistent with paragraph 11.
13. **JOINDER BY SELLER'S SPOUSE.** Seller's spouse, if not a titleholder immediately preceding acceptance of this Offer and Acceptance, executes this Offer and Acceptance only for the purpose of relinquishing all rights of dower, homestead and distributive shares or in compliance with Section 561.13 of the Iowa Code and agrees to execute the warranty deed or real estate contract for this purpose.
14. **TIME IS OF THE ESSENCE.** Time is of the essence in this Offer and Acceptance.
15. **REMEDIES OF THE PARTIES:**
 - a. If Buyer fails to timely perform this Offer and Acceptance, Sellers may forfeit it as provided in the Iowa Code, and all payments made shall be forfeited or, at Seller's option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of such failure (during which thirty days such failure is not corrected) Sellers may declare the entire balance immediately due and payable. Thereafter this Offer and Acceptance may be foreclosed in equity and the Court may appoint a receiver.
 - b. If Sellers fail to timely perform this contract, Buyer have the right to have all payments made returned to them or sue for specific performance.
 - c. Buyer and Sellers also are entitled to utilize any and all other remedies or actions at law or equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.
16. **STATEMENT AS TO LIENS.** If Buyer intends to assume or take subject to a lien on the Real Estate, Sellers shall furnish Buyer with a written statement from the holder of such lien, showing the correct balance due.
17. **SUBSEQUENT CONTRACT.** Any real estate contract executed in performance of this Offer and Acceptance shall be on a form of the Iowa State Bar Association.
18. **APPROVAL OF COURT.** If the sale of the Real Estate is subject to Court approval, the fiduciary shall promptly submit this Offer and Acceptance for such approval. If this Offer and Acceptance is not so approved it shall be void.
19. **CONTRACT BINDING ON SUCCESSORS IN INTEREST.** This Offer and Acceptance shall apply to and bind the successors in interest of the parties. Buyer may assign its rights under this Offer and Acceptance, which assignment shall act as a release by Seller of Buyer of its obligations hereunder.
20. **CONSTRUCTION.** Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.
21. **TIME FOR ACCEPTANCE.** If this Offer and Acceptance is not accepted by Sellers on or before November 20, 2016, it shall become void and all payments shall be repaid to the Buyer.

22. ENVIRONMENTAL CONDITIONS. Buyer's obligations under this Offer and Acceptance are expressly contingent upon the receipt by Buyer, or its assign, on or before Closing, of results satisfactory to it of any investigation, tests, audits, examinations or analysis of the environmental condition of the Real Estate that the Buyer obtains as described above. Seller shall aid Buyer in conducting all reasonable tests necessary to determine the environmental condition of the Real Estate to be acquired, and shall provide to Buyer all information regarding the prior history of the Real Estate, including environmental assessments and the results of test borings. All costs of performing the environmental assessments and testing with respect to the above described Real Estate shall be borne by Buyer. If, for any reason, Buyer determines that the Real Estate to be acquired is not in satisfactory environmental condition, as determined in its sole and absolute discretion, Buyer may terminate this Offer and Acceptance and Buyer will be returned to its original position, including the immediate return of any earnest money.
23. INSPECTION OF REAL ESTATE. Buyer shall be permitted immediate access onto the Real Estate to conduct general due diligence with respect to the Real Estate including, but not limited to, land surveys, easement(s) location, examinations, inspections, soil boring or other appropriate tests that may be necessary to determine if the Real Estate is suitable for Buyer's contemplated purposes. Buyer shall have the right to conduct, and shall be responsible for, such surveys, examinations, inspections or tests as Buyer deems necessary and appropriate and Buyer shall comply with all federal, state and local laws which might in any way relate to such surveys, examinations, inspections or tests. Buyer shall be responsible for any damage caused to the Real Estate to the extent such actions are a result of negligent acts by the Buyer. If, for any reason, Buyer determines that the Real Estate to be acquired is not suitable for Buyer's contemplated purposes, as determined in Buyer's sole and absolute discretion, Buyer may terminate this Offer and Acceptance and Buyer will be returned to its original position, including the immediate return of any earnest money.
24. ADDITIONAL EASEMENTS. Sellers agree to grant any required easements to Buyer on Seller's adjacent lands as may be required for the operation of the utility on Buyer's form of easement at no further cost to Buyer. This provision shall survive the closing of this Offer and Acceptance.
25. FURTHER DOCUMENTATION. Buyer and Seller agree in good faith to execute such further or additional documents as may be necessary or appropriate to carry out the intent and purpose of this Offer and Acceptance.
26. ZONING, PERMITS AND REGULATORY APPROVALS. Buyer's obligations under this Offer and Acceptance are expressly contingent upon Buyer obtaining, at or before Closing, proper zoning and/or rezoning of the Real Estate if required, and is contingent upon Buyer's receipt of satisfactory approval from any and all regulatory or governmental agencies having appropriate jurisdiction over the use of the Real Estate, including but not limited to the obtaining any and all licenses, permits and consents necessary to construct and maintain an electric substation for Buyer's utility business. Seller agrees to cooperate with Buyer for purposes of this process.
27. SURVEYS. Buyer's obligations under this Offer and Acceptance are expressly contingent upon the receipt by Buyer at or before Closing, of a satisfactory ALTA boundary survey at Buyer's sole obligation and expense prior to Closing. Seller agrees to cooperate with Buyer for purposes of subdividing and platting in the event subdivision and platting requirements are necessary to effect the Closing. Seller acknowledges that the subdivision of land may require the advance payment of real estate taxes with respect to the Real Estate and surrounding property, which payment Seller agrees to pay when so directed by Buyer.
28. ADDITIONAL PROVISIONS.
- A. This offer is subject to a public hearing and approval by the Marshalltown City Council.
- B. The Plat of Survey will be recorded upon approval of the Marshalltown City Council. The Buyer will be notified when the tenant has harvested any crops so as to proceed with any surveys and/or any testing(s). If Buyer proceeds with surveys and/or testing(s) prior to crops being harvested, they will pay any crop damages.

DATED: 10/18/2016

INTERSTATE POWER AND LIGHT COMPANY (Buyer)


By: Ted Francois

This offer is accepted _____, 2016.

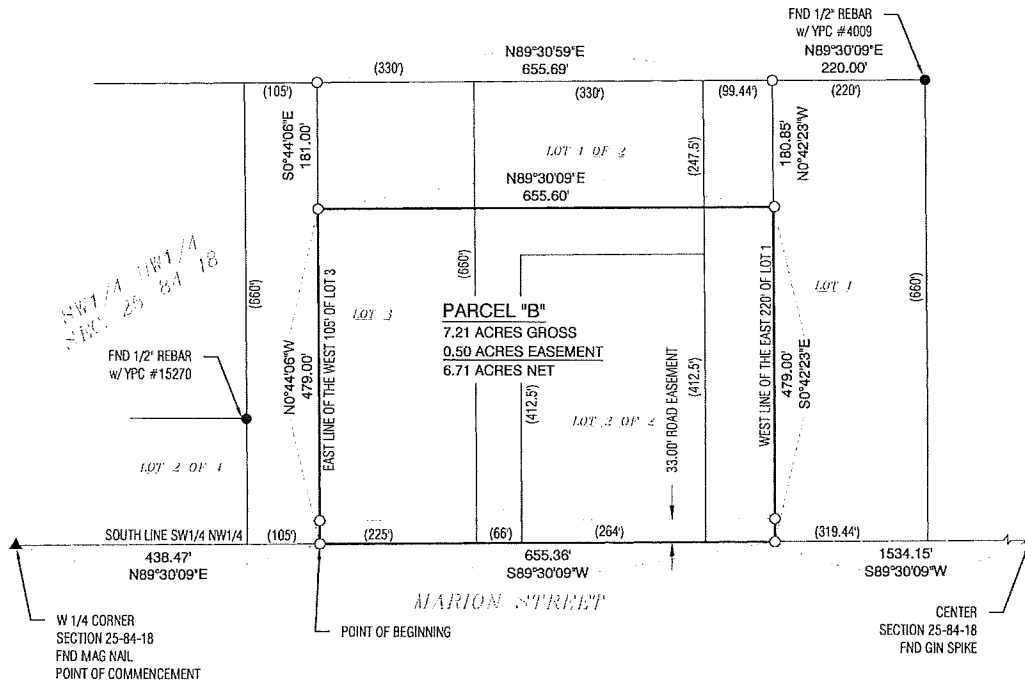
Seller

Seller

Legal Description, Exhibit A

PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC, 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

PLAT OF SURVEY



DESCRIPTION

PARCEL "B" LOCATED ENTIRELY WITHIN PART OF LOT 1, LOT 1 OF 2, LOT 3 AND ALL OF LOT 2 OF 2 IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 84 NORTH, RANGE 18 WEST OF THE 5th P.M., MARSHALL COUNTY, IOWA.

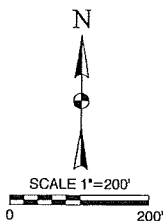
MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 25; THENCE, N89°30'09"E 438.47' ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25 TO THE SOUTHEAST CORNER OF THE EAST LINE OF THE WEST 105' OF LOT 3 ALSO BEING THE POINT OF BEGINNING; THENCE, N0°44'06"W 479.00' ALONG SAID EAST LINE; THENCE, N89°30'09"E 655.60' TO A POINT ON THE WEST LINE OF THE EAST 220' OF LOT 1; THENCE, S0°42'23"E 479.00' ALONG SAID WEST LINE TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25; THENCE, S89°30'09"W 655.36' ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. PARCEL "B" CONTAINS 7.21 ACRES INCLUDING 0.50 ACRES OF PRESENTLY ESTABLISHED ROAD RIGHT OF WAY. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

OWNER OF RECORD: CITY OF MARSHALLTOWN
SURVEY REQUESTED BY: RICK KULLANDER
FIELD WORK COMPLETED: 9-13-2016

LEGEND:

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 30" REBAR w/BUE PLASTIC ID CAP #22259
- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 30" REBAR w/BUE PLASTIC ID CAP #22259
- () RECORDED AS

NOTE:
ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS.



ALLIANT ENERGY SURVEY
IN THE SW 1/4 OF THE NW 1/4 OF SECTION 25-84-18
MARSHALLTOWN, MARSHALL COUNTY, IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

JEREMY A. HARRIS, PLS _____ date

Iowa License Number 22259

My License Renewal Date is December 31, 2017

Pages or sheets covered by this seal: THIS SHEET



Clapsaddle-Garber Associates, Inc.
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgaconsultants.com

DRAWN	SHEET NO.
CAQ	1
DATE	PROJECT NO.
9-14-16	77194.05

NOTICE OF PUBLIC HEARING

PUBLIC NOTICE is hereby given that there is now on file in the Office of the Clerk of the CITY OF MARSHALLTOWN, IOWA, a Tentative Resolution wherein it is proposed to convey and transfer by Quit Claim Deed the following described properties in Marshalltown, Marshall County, Iowa, legally described as:

PARCEL "B" LOCATED ENTIRELY WITHIN PART OF LOT 1, LOT 1 OF 2, LOT 3 AND ALL OF LOT 2 OF 2 IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 84 NORTH, RANGE 18 WEST OF THE 5th P.M., MARSHALL COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 25; THENCE, N89°30'09"E 438.47' ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25 TO THE SOUTHEAST CORNER OF THE EAST LINE OF THE WEST 105' OF LOT 3 ALSO BEING THE POINT OF BEGINNING; THENCE, N0°44'06"W 479.00' ALONG SAID EAST LINE; THENCE, N89°30'09"E 655.60' TO A POINT ON THE WEST LINE OF THE EAST 220' OF LOT 1; THENCE, S0°42'23"E 479.00' ALONG SAID WEST LINE TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE, S89°30'09"W 655.36' ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. PARCEL "B" CONTAINS 7.21 ACRES INCLUDING 0.50 ACRES OF PRESENTLY ESTABLISHED ROAD RIGHT OF WAY. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.;

from the City of Marshalltown to Interstate Power and Light Company, DBA Alliant Energy. The consideration for such conveyance shall be the sum of \$ 67,100.00 (sixty-seven thousand one hundred and 00/100) Dollars, plus other good and valuable consideration, and costs of transfer and publication.

The final action on the Tentative Resolution now on file will be taken at a meeting of the City Council to be held in the City Council Chambers, City Hall, 10 W State Street, on November 14, 2016, at 5:30 PM, Central Standard Time, at which time and place hearing will be had on any bids or comments made in writing or orally at said hearing to the proposed conveyance and the Council will take final action on the resolution now on file.

This notice is given as required by Section 364.7 of the Code of Iowa.

Shari L. Coughenour, City Clerk of Marshalltown Iowa.

TENTATIVE RESOLUTION PROVIDING FOR THE
CONVEYANCE AND TRANSFER OF TITLE
TO THE PROPERTY HEREIN DESCRIBED
FROM THE CITY OF MARSHALLTOWN, IOWA
TO INTERSTATE POWER AND LIGHT COMPANY, DBA ALLIANT ENERGY

WHEREAS the Council of the City of Marshalltown, Iowa finds it is in the best interest of the City and proposes to transfer property set out and described in Section 1 hereof to the adjacent property owners, Interstate Power and Light Company, DBA Alliant Energy; and

WHEREAS the consideration for the transfer of the real estate to Interstate Power and Light Company, DBA Alliant Energy, as set forth in Section 1, is the full sum of \$ 67,100.00 (sixty-seven thousand one hundred and 00/100) Dollars including costs of transfer and publication, said sum payable to the City of Marshalltown; and

WHEREAS the property being transferred by the City of Marshalltown, Iowa to Interstate Power and Light Company, DBA Alliant Energy is real estate which is not being used to the full advantage of the City, and is not required for any other public purpose, and no rights of private persons will be adversely affected; and

WHEREAS the City of Marshalltown hereby proposes the transfer of said property, subject to easements being retained and rights of way of utilities, and access to and maintenance of said utilities. Said easements, rights of way and access will be retained until such time as the utility no longer utilizes or needs facilities in this location.

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

Section 1. The City of Marshalltown, Iowa, by this Tentative Resolution, proposes to transfer and convey title by Quit Claim Deed to the following described property Interstate Power and Light Company, DBA Alliant Energy and said property is described as follows, to-wit:

As described:, legally described as follows:

PARCEL "B" LOCATED ENTIRELY WITHIN PART OF LOT 1, LOT 1 OF 2, LOT 3 AND ALL OF LOT 2 OF 2 IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 84 NORTH, RANGE 18 WEST OF THE 5th P.M., MARSHALL COUNTY, IOWA.
MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 25; THENCE, N89°30'09"E 438.47' ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25 TO THE SOUTHEAST CORNER OF THE EAST LINE OF THE WEST 105' OF LOT 3 ALSO BEING THE POINT OF BEGINNING; THENCE, N0°44'06"W 479.00' ALONG SAID EAST LINE; THENCE, N89°30'09"E 655.60' TO A POINT ON THE WEST LINE OF THE EAST 220' OF LOT 1; THENCE, S0°42'23"E 479.00' ALONG SAID WEST LINE TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE, S89°30'09"W 655.36' ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. PARCEL "B" CONTAINS 7.21 ACRES INCLUDING 0.50 ACRES OF PRESENTLY ESTABLISHED ROAD RIGHT OF WAY. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

Section 2. That the consideration for the above-referred to real estate being transferred in Section 1 to Interstate Power and Light Company, DBA Alliant Energy, shall be the sum of \$ 67,100.00 (sixty-seven thousand one hundred and 00/100) Dollars, including costs of transfer and publication, payable to the City of Marshalltown, Iowa.

Section 3. The City of Marshalltown hereby proposes the transfer of said property, subject to easements being retained and rights of way of utilities, and access to and maintenance of said utilities. Said easements, rights of way and access will be retained until such time as the utility no longer utilizes or needs facilities in this location.

Section 4. The City Clerk shall cause to be published the notice required by law, by publication once in the Marshalltown Times-Republican, a newspaper having general circulation in the City of Marshalltown, Iowa, the publication to be not less than four (4) days nor more than twenty (20) days prior to the date hereinafter fixed in the City Hall, 10 W State Street, Marshalltown, Iowa, on November 14, 2016, to consider any and all comments filed with the City Clerk or made in open council to the proposal for conveyance as herein contained and to take final action thereon.

Passed this 24th day of October, 2016, and signed this __ day of October, 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance

ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION ACCEPTING BID AND AUTHORIZING THE PURCHASE OF ONE 2016 DODGE JOURNEY SXT AWD VEHICLE FOR USE IN THE POLICE DEPARTMENT AS A DETECTIVE VEHICLE, KEN WISE CHRYSLER \$19,676.00.

WHEREAS the City of Marshalltown, Iowa desires to procure a used vehicle to be utilized by the police department as a detective vehicle and sought quotes for this purpose; and

WHEREAS Ken Wise Chrysler, Marshalltown, Iowa submitted a bid for \$21,676.00 and offered to credit the City of Marshalltown \$2,000.00 in trade value on a 2007 Ford Freestyle being retired from the police department fleet which will reduce the purchase price of this new vehicle to \$19,676.00, and

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

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

Section 1. That the City of Marshalltown accepts the bid from Ken Wise Chrysler for said police vehicle in the amount of \$19,676.00.

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

Passed this 24th day of October, 2016, and signed this 24th day of October, 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



POLICE DEPARTMENT

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

TO: Chief Michael Tupper
FROM: Captain Brian Batterson
DATE: October 13, 2016
RE: FY 16/17 Special Services Vehicle Purchase

The 2016/2017 Capital Improvement Plan budget has allocated \$20,000 for the purchase of a vehicle to be used by the department's Special Services Division. The allocated funds shall include the installation/removal of any required emergency equipment while not exceeding the budgeted amount.

As part of the purchase the department will trade a 2007 Ford Freestyle (154,257) toward the purchase price of the new vehicle, which has been used a pool vehicle. The pool vehicle will be replaced by a department owned 2007 Pontiac Grand Prix, which had previously been assigned to the Special Services Division.

On October 3, 2016, the attached bid requirements were hand delivered to the following used car dealers; Clemons Chevrolet, Jensen Ford, Ken Wise Chrysler, Ken Wise Honda and Luethje Auto Sales. Bids were due no later than 5:00 pm on October 11, 2016. The department received timely bids from Jensen Ford, Ken Wise Chrysler and Ken Wise Honda. No bid was received from Luethje Auto Sales and Clemons Chevrolet delivered a late bid (October 12, 2016 at 5:51 pm).

Following the review of all bids, our staff recommends the Council approve the purchase of a 2016 Dodge Journey SXT AWD from Ken Wise Chrysler. The department will receive \$2000 in trade, which is consistent with other dealer quotes, for the 2007 Ford Freestyle, which makes the purchase price \$19,676. No emergency lighting or police radio will be installed in this vehicle as it will be used in operations where an obvious police presence will jeopardize an investigation.

Thank you for your consideration,

Captain Brian Batterson

CITY COUNCIL

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



POLICE DEPARTMENT

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

TO: Marshalltown Used Vehicle Dealers
FROM: Captain Brian Batterson
RE: Police Purchase of Used Vehicle
DATE: September 30, 2016

The Marshalltown Police Department is currently requesting bids for (1) one used non police package vehicle. Vendors may submit multiple bids if the vehicles meet department requirements. Vendor bids will be evaluated based on price, condition of the vehicle, number of desired features, maintenance records and mileage. The vehicle will be inspected by city personnel prior to submitting the proposal to the city council for purchase approval.

The following features are desired-

All wheel drive or 4WD sedan or Crossover SUV

No black, white, red or other unique color vehicle. Prefer tan, beige, charcoal, etc.

Mileage no greater than 60,000

The police department will be trading in the following vehicle toward the purchase price- 2007 Ford Freestyle SEL tan in color with over 100,000 miles. This vehicle may be viewed by appointment at 22 North Center Street (Police Department).

Bids and any other related documents should be submitted by 5:00 pm on October 11, 2016. The vehicle which best meets the evaluation criteria as well as the needs of the department will be submitted to the Marshalltown City Council for purchase approval on October 24, 2016. The City reserves the right to reject any and all bids, to waive irregularities and make an award in any manner, consistent with city ordinance and policy, deemed in the best interest of the city. The city reserves the right to award the best and most responsible bidder. No purchase or other guarantee can be made without council approval.

Bids and questions shall be delivered in person or by email to:

Captain Brian Batterson
641.754.5758
bbatterson@ci.marshalltown.ia.us

CITY COUNCIL

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



POLICE DEPARTMENT

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

TO: Mayor James L. Lowrance
Members of the Marshalltown City Council
Mark Stevens, Interim City Administrator

FROM: Michael W. Tupper
Chief of Police

DATE: October 19, 2016

RE: Marshalltown Police Department Detective Vehicle Purchase FY 16-17

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

Recommendation: Staff recommends approving the purchase of a 2016 Dodge Journey SXT AWD from Ken Wise Chrysler (Marshalltown). This vehicle will be used by the police department's Special Services Division for detective operations. As part of this purchase, staff recommends approval of trading a 2007 Ford Freestyle which is currently owned by the City of Marshalltown. The Ford Freestyle is being retired from the police department's patrol fleet due to high mileage and increasing maintenance concerns. The trade value of the Ford Freestyle will be applied to the purchase of the Dodge Journey.

Background: The police department uses unmarked vehicles for detective operations. The department currently operates a 2007 Ford Freestyle as part of the department's detective and pool vehicle fleet. This vehicle has 154,257 miles on it. Maintenance costs and needs are becoming a concern and it is in the best interest of the City to retire this vehicle from the police fleet. The department has planned to replace one detective vehicle as part of the Capital Improvement Plan (CIP) budget. The police department has budgeted \$20,000.00 for the purchase of a detective vehicle as part of the CIP budget for FY 16-17. This budget includes the purchase of the unmarked vehicle only. This vehicle will not require purchase or installation of emergency vehicle equipment.

Police department staff contacted five Marshalltown area vendors seeking quotes for used vehicles which could be utilized by the department for a detective vehicle. Following the review of all bids, staff recommends Council approve the purchase of a 2016 Dodge Journey SXT AWD from Ken Wise Chrysler for a pre-trade purchase price of \$21,676.00. The department will receive \$2000.00 in trade for the aforementioned 2007 Ford Freestyle, which lowers the purchase price to \$19,676.00. No emergency lighting or police radio equipment will be necessary in this vehicle as it will be used in operations where an obvious police presence will jeopardize an investigation.

Budget Impact: The CIP budget for FY 16-17 has sufficient funds for this law enforcement vehicle purchase.

Attachment: Memo and related documents from Captain Brian Batterson.

Misc: MPD staff will be present at the October 24, 2016, meeting of the Marshalltown City Council to answer questions regarding this proposed police vehicle purchase.

CITY COUNCIL

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

**RESOLUTION DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND
AUTHORIZING SALE AND DISPOSAL THEREOF, 1991 ORION BUS**

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

WHEREAS the City is the sole owner of the equipment listed in Section 1 which is to be declared surplus property; and

WHEREAS this surplus property should be disposed of or sold to raise additional revenue and prevent the further decline in value thereof prior to sale; and.

WHEREAS the disposal of excess property is in the best interests of the City of Marshalltown.

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

Section 1. The property listed below is hereby declared as surplus property:

A. 1991 Orion Bus VIN 2B1249874M6005583, mileage: 587,012

Section 2. The surplus property the subject of this resolution shall be sold or disposed of in accordance with applicable Federal, State and City guidelines.

Passed this 24th day of October, 2016, and signed this ____ day of October, 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING PUBLIC WORKS STREET DIVISION EQUIPMENT
PURCHASE CONTRACT BY AND BETWEEN THE CITY OF MARSHALLTOWN, IOWA,
MUNICIPAL STREET DEPARTMENT AND O'HALLORAN INTERNATIONAL FOR THE
PURCHASE OF A 2017 INTERNATIONAL 7400 SFA 4X2 DUMP TRUCK WITH SNOW
PLOW ATTACHMENTS IN THE AMOUNT OF \$136,150.00

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed Street equipment purchase order contract by and between the City of Marshalltown, Iowa, and O'HALLORAN INTERNATIONAL, of Altoona, Iowa for a 2017 INTERNATIONAL 7400 SFA 4X2 DUMP TRUCK.

WHEREAS, the O'HALLORAN INTERNATIONAL. bid consists of a 2017 INTERNATIONAL 7400 SFA 4X2 TRUCK in the amount of \$136,150.00.

WHEREAS, the Council has fully examined same and has found same to be in the best interests of the CITY OF MARSHALLTOWN, IOWA and that same should now be approved and accepted.

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

Section 1. That the purchase agreement by and between the CITY OF MARSHALLTOWN, IOWA and, O'HALLORAN INTERNATIONAL, of Altoona, Iowa, for a 2017 INTERNATIONAL 7400 SFA 4X2 DUMP TRUCK WITH SNOW PLOW ATTACHMENTS, in the amount of \$136,150.00, is hereby fully approved in all respects and particulars

Passed this 24th day of October 2016, and signed this _____ day of October 2016.

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, City Clerk



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

DEPARTMENT OF PUBLIC WORKS

10/12/2016

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

From: Justin Nickel
Director of Public Works

Re: Purchase of 2017 International WorkStar dump truck with snow removal equipment in the amount of \$136,150.00 from O'Halloran International in Altoona.

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

Recommendation: Staff recommends approving the purchase of a 2017 International WorkStar single axle truck with snow removal equipment based on the State of Iowa snow removal equipment contract.

Budget Impact: The Capital Improvements Program has \$140,000 budgeted in FY 2017 for the purchase of this truck.

Attachment: Pricing Info

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



RESOLUTION APPROVING AGREEMENT AMENDMENT NO. 1 BY
AND BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND
SNYDER AND ASSOCIATES, INC. FOR ENGINEERING SERVICES
FOR THE IOWA RIVER TRAIL PHASE I,
BEING PROJECT NO. 41016001 IN THE AMOUNT OF \$88,836.00

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed agreement amendment number 1, in the amount of \$88,836.00 dollars, by and between the City of Marshalltown, Iowa, and Snyder and Associates, Inc. relative to providing additional engineering services for the Iowa River Trails Project Phase I, Being Project No. 41016001.

WHEREAS, the Council has fully examined same and has found same to be in the best interests of the CITY OF MARSHALLTOWN, IOWA and that same should now be approved and accepted.

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

Section 1. That the agreement amendment number 1 by and between the City Of Marshalltown, Iowa and Snyder and Associates, Inc. relative to Iowa River Trails Project Phase I, in the amount of \$88,836.00 dollars, being Project No. 41016001, is hereby fully approved in all respects and particulars and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of said City.

Passed this 24th day of October 2016, and signed this _____ day of October 2016.

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



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

DEPARTMENT OF PUBLIC WORKS

October 19, 2016

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

From: Justin Nickel
Director of Public Works

Re: Agreement – Snyder and Associates, Inc. for engineering services for Iowa River Trail, Phase I

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

Recommendation: Staff recommends approving the Agreement with Snyder and Associates for construction administration, staking and inspection of the Iowa River Trail, Phase I improvements in Marshalltown and Steamboat Rock for a fee not to exceed \$88,836.

Background: A selection committee of City staff and Region Six staff selected Snyder to provide engineering consulting services for this project. Staff subsequently negotiated the contract that is being recommended for approval.

Budget Impact: The cost of design is 100% reimbursable

Attachment: Agreement.

cc: Mark Stevens, City Administrator

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



**RESOLUTION ADOPTING THE MARSHALL COUNTY
MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**

Whereas, the City of Marshalltown, Iowa, seeking FEMA approval of hazard mitigation plan recognizes the threat that natural hazards pose to people and property within our community; and

Whereas, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

Whereas, the U.S. Congress passed the Disaster Mitigation Act of 2000 (“Disaster Mitigation Act”) emphasizing the need for pre-disaster mitigation of potential hazards;

Whereas, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

Whereas, an adopted Multi-Jurisdictional Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs; and

Whereas, the City of Marshalltown, Iowa, fully participated in the FEMA prescribed mitigation planning process to prepare this Multi-jurisdictional Hazard Mitigation Plan; and

Whereas, the Iowa Homeland Security and Emergency Management Division and the Federal Emergency Management Agency Region VII officials have reviewed the “Marshall County Multi-jurisdictional Hazard Mitigation Plan,” and approved it contingent upon this official adoption of the participating governing body; and

Whereas, the City Marshalltown, Iowa, desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Marshall County Multi-jurisdictional Hazard Mitigation Plan; and

Whereas, adoption of the Marshall County Multi-Hazard Mitigation Plan by the governing body for the City of Marshalltown, Iowa, demonstrates the jurisdictions’ commitment to fulfilling the mitigation goals and objectives outlined in this Multi-jurisdictional Hazard Mitigation Plan.

Whereas, adoption of the Marshall County Multi-jurisdictional Hazard Mitigation Plan legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan;

Now, therefore, be it resolved, that the City of Marshalltown, Iowa, adopts the “Marshall County Multi-jurisdictional Hazard Mitigation Plan” as an official plan; and

Be it further resolved, the City of Marshalltown, Iowa, will submit this Adoption Resolution to the Iowa Homeland Security and Emergency Management Division and Federal Emergency Management Agency Region VII officials to enable the Marshall County Multi-jurisdictional Hazard Mitigation Plan’s final approval.

Passed this ____th day of October, 2016, and signed this ____ day of October, 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



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

CITY CLERK'S OFFICE

October 14, 2016

17

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

From: Anne Selness
Parks and Recreation Director

Re: Martha-Ellen Tye and Community Foundation Grants for the Mega 10 Park Upgrade

Policy Issue: Information for Council members

Recommendation: Staff recommends approval to proceed with applying for Martha-Ellen Tye and Community Foundation grants to provide funding for the Mega 10 Park playground upgrade and installation of a Children's Discovery Garden.

Background: Mega 10 Park is in the center of Marshalltown and is adjacent to the Family Aquatic Center, the Y, the softball complex and skate park as well as being positioned directly on the Linn Creek Recreational Trail. Mega 10 Park is slated for a playground upgrade in 2017. In addition, a children's Discovery garden is being planned with activities for children, plants in various areas emphasizing our five senses, a reading nook and little library and picket fences and bird houses painted by children. With these additions Mega 10 Park has the opportunity to be a showplace and "Destination Park" for Marshalltown. We hope to engage local and out of town visitors to make Marshalltown a place to spend time biking, hiking, using the skate park, playing on the new state of the art playground equipment, discovering enchanting gardens and swimming at the aquatic center and the Y. The upgraded and new playground equipment will have a train theme in keeping with Marshalltown's long association with the train industry.

Budget Impact: Yes, \$75,000 in the CIP for 2017-2018.

Attachment: Yes

cc: Mark Stevens, City Administrator

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



**RESOLUTION OF SUPPORT FOR GRANT APPLICATION AND ACCEPTANCE, IF
AWARDED, TO THE MARTHA-ELLEN TYE FOUNDATION AND MARSHALLTOWN
COMMUNITY FOUNDATION RELATING TO THE UPGRADE OF THE MEGA 10 PARK,
BEING PLAYGROUND EQUIPMENT AND CHILDREN'S GARDEN**

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

WHEREAS the MEGA 10 park is slated for new playground equipment and could become a "Destination Park" for the City of Marshalltown due to its current location and with upgraded equipment and gardens; and

WHEREAS this improvement to MEGA 10 park enhances community quality of life; and

WHEREAS City staff are preparing grant applications to be submitted to the Martha-Ellen Tye Foundation and the Marshalltown Community Foundation to assist with funding for playground equipment and gardens; and

WHEREAS the council has determined this is in the best interest of the City of Marshalltown, Iowa.

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 supports the Grant application to the Martha-Ellen Tye Foundation and Community Foundation to help purchase train-themed playground equipment and to put in a Children's Discovery Garden at Mega 10 Park.

Section 2. Should the grant be awarded, the council accepts the grant and authorizes expenditures for this purpose.

Section 3. The Mayor and City Clerk ~~are~~ hereby authorized to execute any and all documents required concerning this matter.

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

Passed this 24th day of October, 2016, and signed this ____ day of October, 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



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

CITY CLERK'S OFFICE

October 18, 2016

18

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

From: Anne Selness
Parks and Recreation Director

Re: Use of Pleasant Hills indoor pool for swimming lessons

Policy Issue: For Council approval.

Recommendation: Staff recommends approval of the pool user agreement with AEA 6 Foundation for use of their indoor swimming pool at 909 South 12th Street, Marshalltown for the 2017 calendar year.

Background: The Parks and Recreation Department is expanding its "Learn to Swim Program" by offering Red Cross swimming lessons in the off season at the heated pool at 909 South 12th street. Use of this facility throughout the year will allow us to expand our swimming lesson options including more private and semi-private lessons at an affordable cost. We are encouraging parents to enroll their children throughout the school year to keep up and expand on current skills and progress. All ages and abilities are welcome to enroll in our lessons.

Budget Impact: \$10/hour for pool rental.

Attachment: Yes

cc: Mark Stevens, City Administrator

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



**RESOLUTION AUTHORIZING THE CITY OF MARSHALLTOWN PARKS & RECREATION
DEPARTMENT TO ENTER INTO AN AGREEMENT TO RENT THE PLEASANT HILLS
POOL AT 909 SOUTH 12TH STREET FOR SWIMMING LESSONS THROUGHOUT
THE 2017 CALENDAR YEAR**

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

WHEREAS the Parks and Recreation Department is expanding its Learn to Swim Program in order to provide year round swimming lessons for all ages and abilities; and

WHEREAS currently the City Parks and Recreation Department only offer lessons for eight weeks in the summer. City staff are prepared to offer Red Cross Swimming lessons throughout the year to expand our swimming lesson options including more private and semi-private lessons at an affordable cost; and

WHEREAS offering parents the opportunity to enroll their children throughout the school year will allow children the capacity to retain current skills and make additional progress; and

WHEREAS the City Council has found the request to approve this agreement to be in the best interest of the City of Marshalltown.

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

Section 1. This Council hereby authorizes City staff to enter into an agreement to rent the Pleasant Hills swimming pool for the calendar year 2017 to provide expanded Red Cross swimming lesson opportunities.

Passed this 24th day of October 24, 2016 and signed this 24th day of October 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

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



AEA 6 FOUNDATION

POOL USER AGREEMENT

THIS AGREEMENT made and entered into this 24th day of October, 2016, by and between AEA 6 Foundation (the "Foundation") and the City of Marshalltown ("The User").

Jan. - Dec. 2017
Date or Dates of Use

Anne Selness
Individual in Charge of User

Not to exceed 15 hrs/week
Hours of Use

641-754-5715
Phone No. of Individual in Charge

City of Marshalltown, 10 West State St., Marshalltown, IA 50158
Address of User

WITNESSETH: That the Foundation, for and in consideration of the payment herein agreed to be made by the User, agrees to make available to the User the Pleasant Hill Pool located at 909 South 12th Street, Marshalltown, Iowa during the times indicated and upon the following terms:

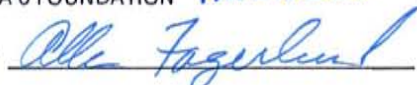
1. Fee to be invoiced monthly based on hours of use. Fee per hour is \$10 per hour with a minimum charge of \$30 for each day of pool usage. Fees shall be paid by the User to the Foundation upon receipt of invoice. Checks will be made payable to AEA6 Foundation and will be delivered to the Foundation's liaison at 909 South 12th Street, Marshalltown, Iowa 50158 OR mailed to the Foundation's secretary at the address included with the invoice.
2. User shall be liable for any and all loss, damage, or injury sustained by any person arising out of the use of the Pool and will indemnify and hold harmless the Foundation from and against any all claims of any kind, nature, or description relating thereto. User will provide at its sole expense public liability insurance protecting itself and naming the Foundation as an additional insured, which insurance shall have limits of \$1,000,000 / person and \$1,000,000 / accident with \$250,000 property damage. A copy of the policy or a certificate of coverage shall be provided to the Foundation prior to the commencement of use.
3. User shall be responsible for providing a certified lifeguard to be on duty at all times during its use of the Pool. User will provide the Foundation with a copy of the lifeguard certification of the individual(s).
4. User shall be responsible for providing an individual who is properly trained in water chemistry and mechanical components, and who has a current certification as a Certified Pool Operator (CPO). User will provide the Foundation with a copy of the CPO certification of the individual(s).
5. User shall have sufficient supervisors present at all times during the Pool use to insure maintenance of good order and decorum.
6. User shall not charge admission to any individuals using the Pool under User's sponsorship or programs and shall not allow spectators or others to be present without prior approval of the Foundation
7. User shall abide by all rules and regulations adopted by Foundation from time to time for operation of the pool, including, without limitation, those relating to the prohibition of tobacco, alcohol, or any other controlled substance in the Pool or in or on the adjacent buildings and ground of AEA 267.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the _____ day of _____, 20____

USER ORGANIZATION

By _____

AEA 6 FOUNDATION **PRESIDENT**

By 



James L. Lowrance, Mayor
Mark Stevens, 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

October 19, 2016

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

From: Justin Nickel
Director of Public Works

Re: One Way to Two Way Street Conversion – Linn and Church Streets

Policy Issue: None

Recommendation: None

Background: City crews will adjust signing, paint traffic markings and install/modify traffic signals. The costs could be eligible for State Traffic Safety funds totaling 55% reimbursement. An application would need to be submitted to the Iowa DOT in August 2017, anticipating funds for calendar year 2018 or later. Crews will need at least 6 months lead time to order traffic signal poles and equipment.

Budget Impact: Estimated cost of \$50,000 not budgeted at this time.

Attachment: None

cc: Mark Stevens, City Administrator

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



Standard Consultant Contract
For Local Public Agency Consultant Contracts with Federal-aid Participation
SUPPLEMENTAL AGREEMENT NO. 1

This **AGREEMENT**, made as of the date of the last party's signature below, is by and

BETWEEN the City of Marshalltown, the **Owner**, located at:

24 North Center Street
Marshalltown, IA 50158
Phone: (641) 754-5701

and Snyder & Associates, Inc., the **Consultant**, located at:

5005 Bowling Street SW
Suite A
Cedar Rapids, IA 52404
Phone: (319) 362-9394
FAX: (319) 362-9448

For the following Project: Phase I of the Iowa River Trail, in Marshalltown and Steamboat Rock

The parties hereto entered into an agreement dated the 21st day of September, 2015 for preliminary engineering services for Phase I of the Iowa River Trail in Marshalltown and Steamboat Rock in Marshall and Hardin Counties.

The **Owner** desires to employ the **Consultant** to provide additional work in connection with construction engineering services to assist with the development and completion of the Project. The **Consultant** is willing to perform these services in accordance with the terms of this Supplemental Agreement and the Base Agreement.

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 - 2.1 Entire Agreement of the Parties
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 - 4.18 Compliance with Title 49, Code of Federal Regulations, Part 26
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Attachment A - Scope of Services
Attachment B - Specifications
Attachment C - Fees and Payments
Attachment C-1 – Cost Analysis Worksheet
Attachment D - Intentionally Omitted
Attachment E - Intentionally Omitted
Attachment F - Intentionally Omitted
Attachment G - Intentionally Omitted
Attachment H - Consultant Fee Proposal

ARTICLE 1 INITIAL INFORMATION

This Agreement is based on the following information and assumptions.

1.1 Project Parameters

The objective or use is: Construction administration, construction staking, and construction observation for approximately 2 miles of multi-use trail construction in Marshalltown and Steamboat Rock. The project includes retrofit of three bridges.

1.2 Financial Parameters

1.2.1 Amount of the **Owner's** budget for the **Consultant's** compensation is:
\$88,836.00 for Construction Engineering

1.2.2 Amount of the **Consultant's** budget for the subconsultants' compensation is:
\$0.00

1.2.3 Costs for this agreement will be integrated with all previous agreements with the **Consultant** utilizing the same contract number.

1.3 Project Team

1.3.1 The **Owner's** Designated Representative, identified as the **Contract Administrator** is:
Justin Nickel, P.E., Public Works Director

The **Contract Administrator** is the authorized representative, acting as liaison officer for the **Owner** for purpose of coordinating and administering the work under the Agreement. The work under this Agreement shall at all times be subject to the general supervision and direction of the **Contract Administrator** and shall be subject to the **Contract Administrator's** approval.

1.3.2 The **Consultant's** Designated Representative is:
Brenna Fall, P.E.

1.3.3 The subconsultants retained at the **Consultant's** expense are:
None

1.4 Time Parameters

1.4.1 The **Consultant** shall begin work under this Agreement upon receipt of a written notice to proceed from the **Owner**.

1.4.2 Milestones for completion of the work under this Agreement as follows:
1. Completion of all work under this agreement shall be on or before May 31, 2018 unless extended by written approval of the **Contract Administrator** or adjusted by supplemental agreement.

1.5 Prequalification

1.5.1 The **Consultant** shall remain prequalified in work categories 123, 161, and 215, as defined in Iowa Department of Transportation Policy and Procedure No. 300.04. Failure to do so will exclude the **Consultant** from consideration for future Federal-aid contracts, until the **Consultant** regains pre-qualification status.

1.5.2 All services within this agreement shall be performed by the **Consultant** or subconsultant prequalified by the Iowa DOT in that particular category of work. If no work category exists for a particular service, normal methods of acceptance shall be used, such as experience, typical licensure, certification or registration, or seals of approval by others.

ARTICLE 2 ENTIRE AGREEMENT, REQUIRED GUIDANCE AND APPLICABLE LAW

2.1 Entire Agreement of the Parties. This Agreement, including its attachments, represents the entire and integrated agreement between the **Owner** and the **Consultant** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Owner** and **Consultant**. This Agreement comprises the documents listed as attachments in the Table of Contents. The work to be performed by the **Consultant** under this Agreement shall encompass and include all detail work, services, materials, equipment and supplies necessary to prepare and deliver the scope of services provided in Attachment A.

2.1.1 Refer to the Base Agreement for documents as follows:

- .1 Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Attachment D
- .2 Certification of Consultant - Attachment E
- .3 Certification of Owner - Attachment F

2.2 Required Guidance. All services shall be in conformity with the Specifications outlined in Attachment B, the Iowa Department of Transportation Federal-aid Project Development Guide, Instructional Memorandums to Local Public Agencies (I.M.s), and other standards, guides or policies referenced therein. In addition, applicable sections of the U.S. Department of Transportation Federal Aid Policy Guide (FAPG) shall be used as a guide in preparation of plans, specifications and estimates.

2.3 Applicable Law. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be brought in the Polk County District Court of Iowa, Des Moines, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the **Owner**. The **Consultant** shall comply with all Federal, State and local laws and ordinances applicable to the work performed under this Agreement.

ARTICLE 3 FORM OF COMPENSATION

3.1 Method of Reimbursement for the Consultant.

3.1.1 Compensation for the **Consultant** shall be computed in accordance with one of the following compensation methods, as defined in Attachment C:

- .1 ☐ Cost Plus Fixed Fee - Attachment C
- .2 ☒ Lump Sum - Attachment C
- .3 ☐ Specific Rate of Compensation - Attachment C
- .4 ☐ Unit Price - Attachment C
- .5 ☐ Fixed Overhead Rate - Attachment C

3.1.2 When applicable, compensation for the subconsultant(s) shall be computed in accordance with one of the payment methods listed in section 3.1.1. Refer to section 1.3.3 for identification of the method of payment utilized in the subconsultant(s) contract. The compensation method utilized for each subconsultant shall be defined within the subconsultant contract to the **Consultant**.

3.2 Subconsultant's Responsibilities for Reimbursement. The **Consultant** shall require the subconsultants (if applicable) to notify them if they at any time determine that their costs will exceed their estimated actual costs. The **Consultant** shall not allow the subconsultants to exceed their estimated actual costs without prior written approval of the **Contract Administrator**. The prime **Consultant** is cautioned that cost under-runs associated with any subconsultant's contract are not available for use by the prime **Consultant** or other subconsultant unless the **Contract Administrator**, Iowa DOT, and FHWA (when applicable) have given prior written approval.

ARTICLE 4 TERMS AND CONDITIONS

4.1 Ownership of Engineering Documents

4.1.1 All sketches, tracings, plans, specifications, reports on special studies and other data prepared under this Agreement shall become the property of the **Owner** and shall be delivered to the **Contract Administrator** upon completion of the plans or termination of the services of the **Consultant**. There shall be no restriction or limitation on their future use by the **Owner**, except any use on extensions of the project or on any other project without written verification or adaptation by the **Consultant** for the specific purpose intended will be the **Owner's** sole risk and without liability or legal exposure to the **Consultant**.

4.1.2 The **Owner** acknowledges the **Consultant's** plans and specifications, including all documents on electronic media, as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the **Owner** upon completion of the services and payment in full of all moneys due to the **Consultant**.

4.1.3 The **Owner** and the **Consultant** agree that any electronic files prepared by either party shall conform to the specifications listed in Attachment B. Any change to these specifications by either the **Owner** or the **Consultant** is subject to review and acceptance by the other party. Additional efforts by the **Consultant** made necessary by a change to the CADD software specifications shall be compensated for as Additional Services.

4.1.4 The **Owner** is aware that significant differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by the **Consultant** and electronic files, the signed construction documents shall govern.

4.1.5 The **Owner** may reuse or make modifications to the plans and specifications, or electronic files while agreeing to take responsibility for any claims arising from any modification or unauthorized reuse of the plans and specifications.

4.2 Subconsultant Contract Provisions and Flow Down

4.2.1 All provisions of this Agreement between the **Owner** and **Consultant** shall also apply to all subconsultants hired by the **Consultant** to perform work pursuant to this Agreement. It is the **Consultant's** responsibility to ensure all contracts between **Consultant** and its subconsultants contain all provisions required of Consultant in this Agreement. The only recognized exceptions to this requirement are under provision 1.5.2 when the subconsultant is required to be prequalified in a different work category than the **Consultant** and under provision 3.1.2 when the subconsultant has a different method of reimbursement than the **Consultant**.

4.2.2 The **Consultant** may not restrict communications between the **Owner** and any of the subconsultants. The **Consultant** will encourage open communication among the **Owner**, the **Consultant** and the subconsultants.

4.3 Consultant's Endorsement on Plans. The **Consultant** and its subconsultants shall endorse and certify the completed project deliverables prepared under this Agreement, and shall affix thereto the seal of a professional engineer or architect (as applicable), licensed to practice in the State of Iowa, in accordance with the current Code of Iowa and Iowa Administrative Code.

4.4 Progress Meetings. From time to time as the work progresses, conferences will be held at mutually convenient locations at the request of the **Contract Administrator** to discuss details of the design and progress of the work. The **Consultant** shall prepare and present such information and studies as may be pertinent and necessary or as may be requested by the **Contract Administrator**, to enable the **Contract Administrator** to pass judgment on the features and progress of the work.

4.5 Additional Documents. At the request of the **Contract Administrator**, the **Consultant** shall furnish sufficient documents, or other data, in such detail as may be required for the purpose of review.

4.6 Revision of Work Product

4.6.1 Drafts of work products shall be reviewed by the **Consultant** for quality control and then be submitted to the **Contract Administrator** by the **Consultant** for review and comment. The comments received from the **Contract Administrator** and the reviewing agencies shall be incorporated by the **Consultant** prior to submission of the final work product by the **Consultant**. Work products revised in accordance with review comments shall constitute "satisfactorily completed and accepted work." Requests for changes on work products by the **Contract Administrator** shall be in writing. In the event there are no comments from the **Contract Administrator** or reviewing agencies to be incorporated by the **Consultant** into the final work product, the **Contract Administrator** shall immediately notify the **Consultant**, in writing, that the work product shall constitute "satisfactorily completed and accepted work."

4.6.2 In the event that the work product prepared by the **Consultant** is found to be in error and revision or reworking of the work product is necessary, the **Consultant** agrees that it shall do such revisions without expense to the **Owner**, even though final payment may have been received. The **Consultant** must give immediate attention to these changes so there will be a minimum of delay to the project schedule. The above and foregoing is not to be construed as a limitation of the **Owner's** right to seek recovery of damages for negligence on the part of the **Consultant** herein.

4.6.3 Should the **Contract Administrator** find it desirable to have previously satisfactorily completed and accepted work product or parts thereof revised, the **Consultant** shall make such revisions if requested and directed by the **Contract Administrator** in writing. This work will be paid for as provided in Article 4.7.

4.7 **Extra Work.** If the **Consultant** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement, and constitutes "Extra Work," it shall promptly notify the **Contract Administrator** in writing to that effect. In the event that the **Contract Administrator** determines that such work does constitute "Extra Work", the **Consultant** shall promptly develop a scope and budget for the extra work and submit it to the **Contract Administrator**. The **Owner** will provide extra compensation to the **Consultant** upon the basis of actual costs plus a fixed fee amount, or at a negotiated lump sum. The **Consultant** shall not proceed with "Extra Work" without prior written approval from the **Owner** and concurrence from the Iowa DOT. Prior to receipt of a fully executed Supplemental Agreement and written Notice to Proceed, any cost incurred that exceeds individual task costs, or estimated actual cost, or the maximum amount payable is at the **Consultant's** risk. The **Owner** has the right, at its discretion, to disallow those costs. However, the **Owner** shall have benefit of the service rendered.

4.8 **Extension of Time.** The time for completion of each phase of this Agreement shall not be extended because of any delay attributed to the **Consultant**, but may be extended by the **Contract Administrator** in the event of a delay attributed to the **Owner** or the **Contract Administrator**, or because of unavoidable delays beyond the reasonable control of the **Consultant**.

4.9 Responsibility For Claims And Liability

4.9.1 The **Consultant** agrees to defend, indemnify, and hold the **Owner**, the State of Iowa, the Iowa DOT, their agents, employees, representatives, assigns and successors harmless for any and all liabilities, costs, demands, losses, claims, damages, expenses, or attorneys' fees, including any stipulated damages or penalties, which may be suffered by the **Owner** as the result of, arising out of, or related to, the negligence, negligent errors or omissions, gross negligence, willfully wrongful misconduct, or breach of any covenant or warranty in this Agreement of or by the **Consultant** or any of its employees, agents, directors, officers, subcontractors or subconsultants, in connection with this Agreement.

4.9.2 The **Consultant** shall obtain and keep in force insurance coverage for professional liability (errors and omissions) with a minimum limit of \$1,000,000 per claim and in the aggregate, and all such other insurance required by law. Proof of **Consultant's** insurance for professional liability coverage and all such other insurance required by law will be provided to the **Owner** at the time the contract is executed and upon each insurance coverage renewal.

4.10 Current and Former Agency Employees

The **Consultant** shall not engage the services of any current employee of the **Owner** or the Iowa DOT unless it obtains the approval of the **Owner** or the Iowa DOT, as applicable, and it does not create a conflict of interest under the provisions of Iowa Code section 68B.2A. The **Consultant** shall not engage the services of a former employee of the **Owner** or the Iowa DOT, as applicable, unless it conforms to the two-year ban outlined in Iowa Code section 68B.7. Similarly, the **Consultant** shall not engage the services of current or former FHWA employee without prior written consent of the FHWA, and the relationship meets the same requirements for State and local agency employees set forth in the above-referenced Iowa Code sections and the applicable Federal laws, regulations, and policies.

4.11 Suspension of Work under this Agreement

- 4.11.1 The right is reserved by the **Owner** to suspend the work being performed pursuant to this Agreement at any time. The **Contract Administrator** may effect such suspension by giving the **Consultant** written notice, and it will be effective as of the date established in the suspension notice. Payment for the **Consultant's** services will be made by the **Owner** to the date of such suspension, in accordance with the applicable provisions in Article 4.12.2 or Article 4.12.3 below.
- 4.11.2 Should the **Owner** wish to reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days' written notice within a period of one year after such suspension, unless this period is extended by written consent of the **Consultant**.
- 4.11.3 In the event the **Owner** suspends the work being performed pursuant to this Agreement the **Consultant** with approval from the **Contract Administrator**, has the option, after 180 days to terminate the contract.

4.12 Termination of Agreement

- 4.12.1 The right is reserved by the **Owner** to terminate this Agreement at any time and for any reason upon not less than thirty (30) days written notice to the **Consultant**.
- 4.12.2 In the event the Agreement is terminated by the **Owner** without fault on the part of the **Consultant**, the **Consultant** shall be paid for the reasonable and necessary work performed or services rendered and delivered up to the effective date or time of termination. The value of the work performed and services rendered and delivered, and the amount to be paid shall be mutually satisfactory to the **Contract Administrator** and to the **Consultant**. The **Consultant** shall be paid a portion of the fixed fee, plus actual costs, as identified in Attachment C. Actual costs to be reimbursed shall be determined by audit of such costs to the date established by the **Contract Administrator** in the termination notice, except that actual costs to be reimbursed shall not exceed the Maximum Amount Payable.
- 4.12.3 In the event the Agreement is terminated by the **Owner** for fault on the part of the **Consultant**, the **Consultant** shall be paid only for work satisfactorily performed and delivered to the **Contract Administrator** up to the date established by the termination notice. After audit of the **Consultant's** actual costs to the date established by the **Contract Administrator** in the termination notice and after determination by the **Contract Administrator** of the amount of work satisfactorily performed, the **Contract Administrator** shall determine the amount to be paid to the **Consultant**.
- 4.12.4 This Agreement will be considered completed when the final construction audit is complete, or if the **Consultant** is released prior to such time by written notice from the **Contract Administrator**.

- 4.13 **Right to Set-off.** In the event that the **Consultant** owes the **Owner** any sum under the terms of this Contract, the **Owner** may set off the sum owed to the **Owner** against any sum owed by the **Owner** to the **Consultant** under any other contract or matter in the **Owner's** sole discretion, unless otherwise required by law. The **Consultant** agrees that this provision constitutes proper and timely notice of the

Owner's intent to utilize any right of set-off.

- 4.14 Assignment or Transfer.** The **Consultant** is prohibited from assigning or transferring all or a part of its interest in this Agreement, unless written consent is obtained from the **Contract Administrator** and concurrence is received from the Iowa DOT and FHWA, if applicable.
- 4.15 Access to Records.** The **Consultant** is to maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement and to make such materials available at their respective offices at all reasonable times during the agreement period, and for three years from the date of final closure of the Federal-aid project with FHWA, for inspection and audit by the **Owner**, the Iowa DOT, the FHWA, or any authorized representatives of the Federal Government; and copies thereof shall be furnished, if requested.
- 4.16 Iowa DOT and FHWA Participation.** The work under this Agreement is contingent upon and subject to the approval of the Iowa DOT and FHWA, when applicable. The Iowa DOT and FHWA shall have the right to participate in the conferences between the **Consultant** and the **Owner**, and to participate in the review or examination of the work in progress as well as any final deliverable.
- 4.17 Nondiscrimination Requirements.**

- 4.17.1** During the performance of this Agreement, the **Consultant** agrees to comply with the regulations of the U.S. Department of Transportation, contained in Title 49, Code of Federal Regulations, Part 21, and the Code of Iowa. The **Consultant** will not discriminate on the grounds of race, religion, age, physical disability, color, sex, sexual orientation, or national origin in its employment practices, in the selection and retention of subconsultants, and in its procurement of materials and leases of equipment.
- 4.17.2** In all solicitations, either by competitive bidding or negotiation made by the **Consultant** for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the **Consultant** of the **Consultant's** obligation under this contract and the regulations relative to nondiscrimination on the grounds of race, religion, age, physical disability, color, sex, sexual orientation, or national origin.
- 4.17.3** In the event of the **Consultant's** noncompliance with the nondiscrimination provisions of this Agreement, the **Owner** shall impose such contract sanctions as it, the Iowa DOT, or the FHWA may determine to be appropriate, including, but not limited to withholding of payments to the **Consultant** under the Agreement until the **Consultant** complies, or the Agreement is otherwise suspended or terminated.
- 4.17.4** The **Consultant** shall comply with the following provisions of Appendix A of the U.S. DOT Standard Assurances:

During the performance of this contract, the **Consultant**, for itself, its assignees and successors in interest (hereinafter referred to as the "**Consultant**") agrees as follows:

1. Compliance with Regulations: The **Consultant** shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The **Consultant**, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The **Consultant** shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the **Consultant** for work to be

performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the **Consultant** of the **Consultant's** obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.

4. Information and Reports: The **Consultant** shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **Owner**, the Iowa Department of Transportation or Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a **Consultant** is in the exclusive possession of another who fails or refuses to furnish this information the **Consultant** shall so certify to the **Owner**, the Iowa Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the **Consultant's** noncompliance with the nondiscrimination provisions of this contract, the **Owner** shall impose such contract sanctions as it, the Iowa Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the **Consultant** under the contract until the **Consultant** complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The **Consultant** shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The **Consultant** shall take such action with respect to any subcontract or procurement as the **Owner**, the Iowa Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: provided, however, that, in the event a **Consultant** becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the **Consultant** may request the **Owner** or the Iowa Department of Transportation to enter into such litigation to protect the interests of the **Owner** or the Iowa Department of Transportation; and, in addition, the **Consultant** may request the United States to enter into such litigation to protect the interests of the United States.

4.18 Compliance with Title 49, Code of Federal Regulations, Part 26

4.18.1 The **Consultant** agrees to ensure that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard the **Consultant** and all of its subconsultants shall take all necessary and reasonable steps in compliance with the Iowa DOT DBE Program to ensure disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

4.18.2 Upon notification to the **Consultant** of its failure to carry out the requirements of this Article, the **Owner**, the Iowa DOT, or the FHWA may impose sanctions which may include termination of the Agreement or other measures that may affect the ability of the **Consultant** to obtain future U.S. DOT financial assistance. The **Consultant** is hereby advised that failure to fully comply with the requirements of this Article shall constitute a breach of contract and may result in termination of this Agreement by the **Owner** or such remedy as the **Owner**, Iowa DOT or the FHWA deems appropriate.

4.19 Severability. If any section, provision or part of this Agreement shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officials thereunto duly authorized as of the dates below.

SNYDER & ASSOCIATES, INC.

By _____

Date: _____

Troy A. Culver, P.E.
Regional Manager

ATTEST:

By _____

Date: _____

CITY OF MARSHALLTOWN, IOWA

By _____

Date: _____

James L. Lowrance
Mayor

IOWA DEPARTMENT OF TRANSPORTATION

Accepted for FHWA Authorization*

By _____

Date: _____

Name _____

Title _____

* The Iowa DOT is not a party to this agreement. However, by signing this agreement, the Iowa DOT is indicating the work proposed under this Agreement is acceptable for FHWA authorization of Federal funds.

ATTACHMENT A Scope of Services

Project Description

The project includes approximately 2 miles of multi-use recreational trail, primarily on former railroad grade, in Marshalltown and Steamboat Rock. A trail connection will also be designed between the Iowa River Trail and the Pine Lake State Park trail. The project includes retrofit of three bridges.

A. Project Administration

It is understood by the **Owner** and the **Consultant** that the level and frequency of Progress Reporting shall be mutually established for each project, taking into account the complexity and duration of the work to be performed. For this specific project it is agreed that progress reporting will be provided on a monthly basis.

It is understood by the **Owner** and the **Consultant** that the task detail associated with the 85% budget notification shall be mutually established for each project in relation to the complexity and duration of the work to be performed. For this specific project it is agreed that all work contemplated in the agreement will be considered as one task. It is further agreed that the 85% budget notification requirements will be required for this Agreement based on the volume of work assigned, duration, complexity, and rate of progress anticipated on the project.

Construction Engineering Services

Construction Services

B. Construction Administration: The **Consultant** shall perform the following administrative services during construction of the Project:

1. Preconstruction Conference - The **Consultant** shall arrange and conduct a preconstruction conference with the Contractor and **Owner**, to review the contract requirements, details of construction, utility conflicts and work schedule prior to construction.
2. Site Observation – The **Consultant** shall visit the construction site, to (a) observe the progress and (b) determine if the results of the construction work substantially conforms to the drawings and specifications in the Construction Documents.
3. Contractor Payment Requests - The **Consultant** shall review the requests of the Contractor for progress payments and shall approve a request, based on site observations, which authorizes payments and is a declaration that the Contractor's work has progressed to the point indicated.
4. Notification of Nonconformance - The **Consultant** shall notify the **Owner** of any known work which does not conform to the construction contract, make recommendations to the **Owner** for the correction of nonconforming work and, at the request of the **Owner**, see that these recommendations are implemented by the contractor.
5. Shop Drawings - The **Consultant** shall review shop drawings and other submissions of the Contractor for general compliance with the construction contract.
6. Substantially Complete and Final Site Observation - The **Consultant** shall perform a site visit to determine if the Project is substantially complete according to the plans and specifications and make recommendation on final payment.
7. Final Acceptance – The **Consultant** shall make final acceptance recommendations to the **Owner**.
8. As-Built Drawings – If necessary, the **Consultant** will provide the **Owner** with a set of As-built Drawings to indicate changes made during construction.
9. Iowa DOT Audit – The **Consultant** shall prepare for and participate in the final Iowa DOT Audit of the project.

C. Construction Staking

The **Consultant** shall be responsible for providing construction stakes for the Project. Staking will be provided at 100' intervals along the trail, at intersections, new culverts, and culvert extensions. Staking of the improvements will be provided once under this agreement. Re-staking and other services are not included in this agreement.

D. Construction Observation

The **Consultant** will provide one or more Resident Engineer or Resident Construction Observer for the Project as required during the Construction Phase. The Construction Observer will give guidance to the Project during the construction periods, including the following:

1. Setting and/or checking of lines and grades required during construction.
2. Observation of the work for general compliance with plans and specifications.
3. Keep a record or log of Contractor's activities throughout construction, including notation on the nature and cost of any extra work or changes ordered during construction.

E. Construction Testing

The Resident Engineer or Construction Observer shall coordinate the acceptance testing and monitoring according to Iowa Department of Transportation requirements.

All services shall be in conformity with the Iowa Department of Transportation Standards, Design Guides and Specifications, and Title 23 U.S. Code of Federal Regulations, Part 625.

ATTACHMENT B

Specifications

Construction on this project will be governed by the Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, Series 2012, plus General Supplemental Specifications; and applicable Supplement Specifications, Developmental Specifications, and Special Provisions.

Deliverables will be produced and submitted to the **Owner** and Iowa DOT according to the Iowa Department of Transportation Instructional Memorandum to Local Public Agencies regarding Project Development Submittal Dates and Information (I.M. No. 3.005).

**ATTACHMENT C (referenced from 3.1)
Lump Sum**

3.1.1 FEES AND PAYMENTS

- 3.1.1.1 Fees.** For full and complete compensation for all work, materials, and services furnished under the terms of this Agreement, the **Consultant** shall be paid fees on a lump sum basis and payment of this amount shall be considered as full and complete compensation for all work, materials and services furnished under the terms of this Agreement. The lump sum amount shall be \$88,836.00 for Construction Engineering.

The estimated staff hours and fees are shown in Attachment C-1.

The lump sum amount will not be changed unless there is a substantial change in the magnitude, scope, character, or complexity of the services from those covered in this Agreement. Any change in the lump sum amount will be by Supplemental Agreement.

- 3.1.1.2 Reimbursable Costs.** Reimbursement of costs is limited to those that are attributable to the specific work covered by this Agreement and allowable under the provisions of the Code of Federal Regulations (CFR), Title 48, Federal Acquisition Regulation System, Subchapter E., Part 30 (when applicable), and Part 31, Section 31.105 and Subpart 31.2. In addition to Title 48 requirements, for meals to be eligible for reimbursement, an overnight stay will be required.

- 3.1.1.3 Premium Overtime Pay.** Not applicable.

- 3.1.1.4 Payments.** Monthly payments for work completed shall be based on the percentage of work completed and substantiated by monthly progress reports. The **Contract Administrator** will check such progress reports and payment will be made for the proportional amount of the lump sum fee. The **Owner** shall retain from each monthly payment for construction inspection or construction administration services 5% of the amount due.**

** Retainage is required only if the contract includes construction inspection and/or administration services.

Invoices shall clearly identify the beginning and ending dates of the prime's and subconsultant's billing cycles. All direct and indirect costs incurred during the billing cycle shall be invoiced. Costs incurred from prior billing cycles and previously not billed, will not be allowed for reimbursement unless approved by the **Contract Administrator**.

Upon completion, delivery, and acceptance of all work contemplated under this Agreement, the **Consultant** shall submit one complete invoice statement for the balance of the lump sum fee. Payment of 100% of the total cost claimed, inclusive of retainage, if applicable, will be made upon receipt and review of such claim. The **Consultant** agrees to reimburse the **Owner** for possible overpayment determined by final audit.

ATTACHMENT C-1

COST ESTIMATE
Construction Engineering

MARSHALLTOWN
IOWA RIVER TRAIL, PHASE I - MARSHALLTOWN AND STEAMBOAT ROCK

SNYDER & ASSOCIATES, INC.

DIRECT LABOR

Principal Engineer II	20 hours @	\$190.00	\$3,800.00
Engineer VI	15 hours @	\$136.00	\$2,040.00
Sr. Engineer II	40 hours @	\$161.00	\$6,440.00
Engineer II	70 hours @	\$107.00	\$7,490.00
Engineer I	70 hours @	\$83.00	\$5,810.00
Lead Technician	32 hours @	\$113.00	\$3,616.00
Technician VII	138 hours @	\$94.00	\$12,972.00
Technician V	126 hours @	\$58.00	\$7,308.00
Sr. Construction Manager	200 hours @	\$136.00	\$27,200.00

Total Direct Labor (Rounded) \$76,676.00

DIRECT EXPENSES

Mileage	4000.0 Miles @	\$0.540	\$2,160.00
Materials Testing, Gradations	1.0 LS @	\$10,000.00	\$10,000.00
Total Direct Expenses			<u>\$12,160.00</u>

Total Lump Sum Fee \$88,836.00

ATTACHMENT H

STAFF HOUR ESTIMATE Construction Engineering

Marshalltown, Iowa

PROJECT NAME: Iowa River Trail, Phase I - Marshalltown and Steamboat Rock

	RMV Principal Engineer II	BLF Engineer VI	SMK Sr. Engineer II	BDM Engineer III	AJB Engineer I	TWF Lead Technician	Technician VII	Technician III	Sr. Construction Manager	DIRECT LABOR TOTAL
Construction Engineering										
Plan Clarification and Addendum		2.0		2.0	2.0					6.0
Pre-Construction Meeting		4.0			8.0					12.0
Recommendation of Award		1.0								1.0
Construction Administration	20.0		40.0	28.0	20.0		12.0			120.0
Construction Staking						8.0	96.0	96.0		200.0
Construction Observation				40.0	24.0				200.0	264.0
As-Built Drawings						24.0	30.0	30.0		84.0
Iowa DOT Audit		8.0			16.0					24.0
TOTAL HOURS	20.0	15.0	40.0	70.0	70.0	32.0	138.0	126.0	200.0	711.0
x RATE	\$190.00	\$136.00	\$161.00	\$107.00	\$83.00	\$113.00	\$94.00	\$58.00	\$136.00	
TOTAL	\$3,800.00	\$2,040.00	\$6,440.00	\$7,490.00	\$5,810.00	\$3,616.00	\$12,972.00	\$7,308.00	\$27,200.00	\$76,676.00
TOTALS	20	15	40	70	70	32	138	126	200	711

I. Direct Labor (Rounded) \$76,676.00

II. Direct Expenses

Mileage \$2,160.00

Materials Testing, Gradations \$10,000.00

Total Expenses \$12,160.00

III. Total Lump Sum Fee \$88,836.00